

EXHIBIT B

**Keystone Sports and Entertainment LLC
Pennsylvania Professional Soccer LLC
FC Pennsylvania Stadium LLC
2501 Seaport Drive, Switch House, Suite 500
Chester, PA 19013**

December 20, 2011

Piotr Nowak
c/o Keystone Sports and Entertainment LLC
2501 Seaport Drive, Switch House, Suite 500
Chester, PA 19013

Dear Piotr:

Reference is hereby made to that certain (i) Manager Employment Agreement between Pennsylvania Professional Soccer LLC ("Club") and Piotr Nowak ("Manager"), dated June 1, 2009 (the "Original Employment Agreement") and (ii) Agreement between Club and Pino Sports, LLC, a Florida limited liability company ("Pino"), dated June 1, 2009 (the "Original Pino Agreement" and together with the Original Employment Agreement, the "Original Agreements"). Capitalized terms used but not defined in this letter agreement have the meanings given to them in the Original Employment Agreement.

The purpose of this letter agreement is to extend the term of each of the Original Agreements and to make certain other changes to each of the Original Agreements on the terms and conditions described below.

The parties hereto hereby agree as follows:

1. The parties hereto agree that the Letter Agreement, dated as of December 20, 2010, by and between Piotr Nowak and Nick Sakiewicz, on behalf of Club and Keystone Sports and Entertainment LLC, is null and void.
2. Paragraph I(A) of the Original Employment Agreement is hereby amended by inserting the words "the Executive Vice President of Soccer Operations," after the words "and Manager accepts employment as,".
3. Paragraph II of the Original Employment Agreement is hereby amended by replacing the words "December 31, 2012" with the words "December 31, 2015".
4. Paragraph III(C) of the Original Employment Agreement is hereby amended by replacing the words "December 31, 2012" with the words "December 31, 2015".
5. Paragraph III(D) of the Original Employment Agreement is hereby amended by replacing the words "December 31, 2012" with the words "December 31, 2015".
6. Paragraph IV(A) of the Original Employment Agreement is hereby amended by inserting a new Paragraph IV(A)(5)-(7) as follows:

"(5) For the period commencing January 1, 2013 through December 31, 2013, the Base Salary Amount shall be \$385,000;

Piotr Nowak
December 21, 2011
Page 2

(6) For the period commencing January 1, 2014 through December 31, 2014, the Base Salary Amount shall be \$396,550; and

(7) For the period commencing January 1, 2015 through December 31, 2015, the Base Salary Amount shall be \$408,446.”

7. Paragraph XIX of the Original Employment Agreement is hereby amended by replacing the words “December 31, 2012” with the words “December 31, 2015”.

8. The Original Employment Agreement is hereby amended by inserting a new Paragraph XXI as follows:

“XXI. Loan

(A) Club hereby agrees to provide to Manager an unsecured recourse loan in the aggregate principal amount of \$60,000 (the “Loan”), which Loan shall accrue interest at a fixed rate of 5.00% per annum and be immediately due and payable upon the earlier of (i) December 31, 2015 and (ii) the date that Manager is no longer employed by Club for any reason (i.e., termination of this Agreement pursuant to Paragraph III) (in either case, the “Maturity Date”). Manager shall repay all amounts then outstanding under the Loan (including all accrued but unpaid interest thereon) by permitting Club to withhold from gross base salary amounts (after tax) otherwise payable hereunder in accordance with the repayment schedule attached hereto as Exhibit A (the “Repayment Schedule”); provided, however, (x) all amounts then outstanding under the Loan (including all accrued but unpaid interest thereon) shall be paid in full by Manager to Club upon the Maturity Date and (y) the Loan (including all accrued but unpaid interest) may be prepaid by Manager in whole or in part at any time without premium or penalty, in which case the Repayment Schedule shall be adjusted accordingly. Manager hereby agrees and acknowledges that Club may withhold such gross base salary amounts (after tax) pursuant to such repayment schedule. Manager covenants and agrees to use all of the proceeds of the Loan in connection with the repayment of a mortgage secured by his residence.

(B) If Manager does not repay all amounts then outstanding under the Loan (including all accrued but unpaid interest) on or before the Maturity Date (or, if earlier, the date that Club elects to cause the unpaid principal balance of the Loan (together with all accrued but unpaid interest thereon) to become immediately due and payable pursuant to Paragraph XXI(C)), then (i) interest shall accrue on such unpaid amount at a rate of 7.00% per annum and (ii) Club shall have the right to offset the amount outstanding under the Loan (including all accrued but unpaid interest thereon) against any Severance Payments otherwise owing to Manager. Manager acknowledges that the Loan is a recourse loan and irrevocably agrees that he shall be personally liable for all amounts outstanding under the Loan (including all accrued but unpaid interest).

(C) The unpaid principal balance of the Loan, together with all accrued but unpaid interest thereon, shall, at the option of Club, become immediately due and payable if any of the following events shall occur: (i) Club is prevented from or unable to deduct any amount from gross base salary amounts (after tax) otherwise payable hereunder in accordance with the Repayment Schedule or (ii) if a petition under any section or chapter of the Bankruptcy Reform Act of 1978 or any similar law or regulation is filed by or against Manager, if Manager shall make an assignment for the benefit of creditors or if any similar case or proceeding is filed by Manager or against him by his creditors. If the Loan (including all accrued but unpaid interest) is not paid as and when due, Manager covenants and agrees to pay all costs of collection including, without limitation, reasonable attorneys’ fees and expenses whether or not suit is instituted.”

Piotr Nowak
December 21, 2011
Page 3

9. Section 1.2 of the Original Pino Agreement is hereby amended by inserting a new Section 1.2 (d)-(f) as follows:

“d) For the period commencing January 1, 2013 through December 31, 2013, \$85,000 payable in semi-monthly installments;

e) For the period commencing January 1, 2014 through December 31, 2014, \$85,000 payable in semi-monthly installments; and

f) For the period commencing January 1, 2015 through December 31, 2015, \$85,000 payable in semi-monthly installments.”

10. Section 4.2(b) of the Original Pino Agreement is hereby amended by replacing the words “December 31, 2012” with the words “December 31, 2015”.

11. Section 4.2(c) of the Original Pino Agreement is hereby amended by replacing the words “December 31, 2012” with the words “December 31, 2015”.

Except as provided herein, the Original Agreements shall remain unchanged and in full force and effect. If the foregoing accurately sets forth our agreement with respect to the subject matter hereof, please countersign below and return a signed copy of this letter agreement to our attention.

Sincerely,

PENNSYLVANIA PROFESSIONAL SOCCER LLC

By: _____

Name: _____

Its: _____

and solely for the purposes of Section 1 hereof:

KEYSTONE SPORTS AND ENTERTAINMENT LLC

By: _____

Name: _____

Its: _____

**Agreed and accepted as of
the date first above written:**

Piotr Nowak

PINO SPORTS, LLC, a Florida limited
liability company

By: Pino Sports, LLC, a Delaware
limited liability company, its managing
member

By: _____

Name: _____

Its: _____

Exhibit A
Amortization Schedule

Pay Period	Total Payment	Interest Payment	Principal Payment	Ending Loan Balance
				\$60,000
Jan 15	\$690	\$125	\$565	\$59,435
Jan 31	\$690	\$124	\$566	\$58,868
Feb 15	\$690	\$123	\$568	\$58,301
Feb 28	\$690	\$121	\$569	\$57,732
March 15	\$690	\$120	\$570	\$57,162
March 31	\$690	\$119	\$571	\$56,591
April 15	\$690	\$118	\$572	\$56,019
April 30	\$690	\$117	\$574	\$55,445
May 15	\$690	\$116	\$575	\$54,870
May 31	\$690	\$114	\$576	\$54,294
June 15	\$690	\$113	\$577	\$53,717
June 30	\$690	\$112	\$578	\$53,139
July 15	\$690	\$111	\$580	\$52,559
July 31	\$690	\$109	\$581	\$51,979
Aug 15	\$690	\$108	\$582	\$51,397
Aug 31	\$690	\$107	\$583	\$50,814
Sept 15	\$690	\$106	\$584	\$50,229
Sept 30	\$690	\$105	\$586	\$49,644
Oct 15	\$690	\$103	\$587	\$49,057
Oct 31	\$690	\$102	\$588	\$48,469
Nov 15	\$690	\$101	\$589	\$47,880
Nov 30	\$690	\$100	\$590	\$47,289
Dec 15	\$690	\$99	\$592	\$46,697
Dec 31	\$690	\$97	\$593	\$46,104
FY 2012	\$16,566	\$2,670	\$13,896	\$46,104
Jan 15	\$690	\$96	\$594	\$45,510
Jan 31	\$690	\$95	\$595	\$44,915
Feb 15	\$690	\$94	\$597	\$44,318
Feb 28	\$690	\$92	\$598	\$43,720
March 15	\$690	\$91	\$599	\$43,121
March 31	\$690	\$90	\$600	\$42,521
April 15	\$690	\$89	\$602	\$41,919
April 30	\$690	\$87	\$603	\$41,316
May 15	\$690	\$86	\$604	\$40,712
May 31	\$690	\$86	\$605	\$40,107
June 15	\$690	\$84	\$607	\$39,500
June 30	\$690	\$82	\$608	\$38,892
July 15	\$690	\$81	\$609	\$38,283
July 31	\$690	\$80	\$610	\$37,672
Aug 15	\$690	\$78	\$612	\$37,061
Aug 31	\$690	\$77	\$613	\$36,448
Sept 15	\$690	\$76	\$614	\$35,833
Sept 30	\$690	\$75	\$616	\$35,218

Oct 15	\$690	\$73	\$617	\$34,601
Oct 31	\$690	\$72	\$618	\$33,983
Nov 15	\$690	\$71	\$619	\$33,363
Nov 30	\$690	\$70	\$621	\$32,743
Dec 15	\$690	\$68	\$622	\$32,121
Dec 31	\$690	\$67	\$623	\$31,497
FY 2013	\$16,566	\$1,958	\$14,607	\$31,497
Jan 15	\$690	\$66	\$625	\$30,873
Jan 31	\$690	\$64	\$626	\$30,247
Feb 15	\$690	\$63	\$627	\$29,619
Feb 28	\$690	\$62	\$629	\$28,991
March 15	\$690	\$60	\$630	\$28,361
March 31	\$690	\$59	\$631	\$27,730
April 15	\$690	\$58	\$632	\$27,097
April 30	\$690	\$56	\$634	\$26,464
May 15	\$690	\$55	\$635	\$25,829
May 31	\$690	\$54	\$636	\$25,192
June 15	\$690	\$52	\$638	\$24,554
June 30	\$690	\$51	\$639	\$23,915
July 15	\$690	\$50	\$640	\$23,275
July 31	\$690	\$48	\$642	\$22,633
Aug 15	\$690	\$47	\$643	\$21,990
Aug 31	\$690	\$46	\$644	\$21,346
Sept 15	\$690	\$44	\$646	\$20,700
Sept 30	\$690	\$43	\$647	\$20,053
Oct 15	\$690	\$42	\$648	\$19,404
Oct 31	\$690	\$40	\$650	\$18,755
Nov 15	\$690	\$39	\$651	\$18,103
Nov 30	\$690	\$38	\$653	\$17,451
Dec 15	\$690	\$36	\$654	\$16,797
Dec 31	\$690	\$35	\$655	\$16,142
FY 2014	\$16,566	\$1,210	\$15,355	\$16,142
Jan 15	\$690	\$34	\$657	\$15,485
Jan 31	\$690	\$32	\$658	\$14,827
Feb 15	\$690	\$31	\$659	\$14,168
Feb 28	\$690	\$30	\$661	\$13,507
March 15	\$690	\$28	\$662	\$12,845
March 31	\$690		\$663	\$12,182
April 15	\$690	\$25	\$665	\$11,517
April 30	\$690	\$24	\$666	\$10,851
May 15	\$690	\$23	\$668	\$10,183
May 31	\$690	\$21	\$669	\$9,514
June 15	\$690	\$20	\$670	\$8,843
June 30	\$690	\$18	\$672	\$8,172
July 15	\$690	\$17	\$673	\$7,498
July 31	\$690	\$16	\$675	\$6,824
Aug 15	\$690	\$14	\$676	\$6,148
Aug 31	\$690	\$13	\$677	\$5,470

Sept 15	\$690	\$11	\$679	\$4,792
Sept 30	\$690	\$10	\$680	\$4,111
Oct 15	\$690	\$9	\$682	\$3,430
Oct 31	\$690	\$7	\$683	\$2,747
Nov 15	\$690	\$6	\$685	\$2,062
Nov 30	\$690	\$4	\$686	\$1,376
Dec 15	\$690	\$3	\$687	\$689
Dec 31	\$690	\$1	\$689	\$0
FY 2015	\$16,566	\$424	\$16,142	\$0
	\$66,262	\$6,262	\$60,000	