

EXHIBIT “A”



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Employment Arbitration Rules Demand for Arbitration

Please visit our website at www.adr.org if you would like to file this case online.

Mediation: If you would like the AAA to contact the other parties and attempt to arrange mediation, please check this box. There is no additional administrative fee for this service.

Parties (Claimant) Piotr Nowak Name of Claimant: 112 1st Ave. North Address: Naples FL 34102 City: State Zip: Phone: Fax: Email Address:			Clifford E. Haines and Hollie B. Knox Representative's Name (if known): Haines & Associates Firm (if applicable): 1835 Market Street, Suite 2420 Address: Philadelphia PA 19103 City: State Zip: 215 246-2200 215 246-2211 Phone: Fax: chaines@haines-law.com; hknox@haines-law.com Email Address:		
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Parties (Respondent): Pennsylvania Prof. Soccer LLC and Keystone Sports and Ent. Name of Respondent: 2501 Seaport Drive, Switch House, Suite 500 Address: Chester PA 19013 City: State Zip: 610 497-1505 610 497-3309 Phone: Fax: Email Address:			David Landau Representative's Name (if known): Duane Morris LLP Firm (if applicable): 30 South 17th Street Address: Philadelphia PA 19103 City: State Zip: 215 979-1230 Phone: Fax: dlandau@duanemorris.com Email Address:		
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Claim: What was/is the employee's annual wage range? Note: This question is required by California law. <input type="checkbox"/> Less than \$100,000 <input type="checkbox"/> \$100,000 - \$250,000 <input checked="" type="checkbox"/> Over \$250,000 Amount of Claim: <input type="text" value="in excess of \$1 million"/> Claim involves: <input type="checkbox"/> Statutorily Protected Rights <input checked="" type="checkbox"/> Non-statutorily protected rights		In detail, please describe the nature of each claim. You may attach additional pages if necessary: Wrongful termination, allegedly "for cause," of professional soccer coach and Team Manager of Philadelphia Union, a Major League Soccer team. Also, lack of good faith by Respondents insofar as no notice or right to cure provided as required by the contract. Respondents assert that the contents of a MLS report are part of the reason for termination, yet refuse to provide Claimant with a copy of this document.	
Other Relief Sought: <input checked="" type="checkbox"/> Arbitration Costs <input checked="" type="checkbox"/> Attorney's Fees <input checked="" type="checkbox"/> Interest <input checked="" type="checkbox"/> Punitive/Exemplary Damages <input checked="" type="checkbox"/> Other: <input type="text" value="consequential damages/reputation"/>			

Neutral: Please describe the qualifications for arbitrator(s) to hear this dispute: Experience with contracts of professional athletes/coaches.		Hearing: Estimated time needed to present case at hearing: Hours: <input type="text" value="10.00"/> Days: <input type="text" value="2.00"/> Hearing locale: <input type="text" value="Philadelphia, PA"/> <input type="checkbox"/> Requested by Claimant <input checked="" type="checkbox"/> Locale provision included in the contract	
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Filing Fee: Employer-Promulgated Plan fee requirement or \$175 (max amount per AAA rules)
 Standard Fee Schedule for individually negotiated contracts Flexible Fee Schedule for individually negotiated contracts
 Amount Tendered:

Notice: To begin proceedings, please send a copy of this Demand and the Arbitration Agreement, along with the filing fee as provided for in the Rules, to: American Arbitration Association, Case Filing Services, 1101 Laurel Oak Road, Suite 100 Voorhees, NJ 08043. Send the original Demand to the Respondent.

Pursuant to Section 1284.3 of the California Code of Civil Procedure, consumers with a gross monthly income of less than 300% of the federal poverty guidelines are entitled to a waiver of arbitration fees and costs, exclusive of arbitrator fees. This law applies to all consumer agreements subject to the California Arbitration Act, and to all consumer arbitrations conducted in California. Only those disputes arising out of employer promulgated plans are included in the consumer definition. If you believe that you meet these requirements, you must submit to the AAA a declaration under oath regarding your monthly income and the number of persons in your household. Please contact the AAA's Western Case Management Center at 1-877-528-0879. If you have any questions regarding the waiver of administrative fees, AAA Case Filing Services can be reached at 877-495-4185.

Signature of claimant or representative: Clifford E. Haines Date:

EXHIBIT A

EXECUTION COPY

MANAGER EMPLOYMENT AGREEMENT

This Manager Employment Agreement (the "Agreement") is made and entered into as of June 1, 2009, by and between PENNSYLVANIA PROFESSIONAL SOCCER LLC (the "Club"), which has entered into an expansion agreement to become the operator of the Major League Soccer (the "League") team currently known as the Philadelphia Union, which is scheduled to begin playing in the League during the 2010 season (the "Team"), and PIOTR NOWAK ("Manager").

WITNESSETH:

In consideration of the mutual promises hereinafter contained, the parties hereto promise and agree as follows:

I. EMPLOYMENT

(A) Subject to the terms and conditions set forth herein, Club hereby employs Manager to be, and Manager accepts employment as, the sole manager of the Team and the Club's soccer operations; provided, however, that the parties acknowledge that such employment role as manager is separate and apart from the role of manager of the Club currently served by Jay Sugarman under the Delaware Limited Liability Company Act and Limited Liability Company Agreement of the Club. In this regard, the parties agree that Manager shall have the following duties and render the following skilled services throughout the Term (as defined below):

- (1) arranging for, conducting and supervising the Team's practices, training camps and training sessions;
- (2) coaching as head coach the Team in all exhibition, regular season, playoff, tournament, international and other games and, in connection therewith, deciding the Team's tactics for such games;
- (3) preparing for all games played by the Team, including developing game strategies and supervising the scouting of opposing teams;
- (4) overseeing off-season player development programs for the Team;
- (5) assisting in the scouting, evaluation and recruitment of potential players for the Team and in the preparation for the League draft;
- (6) consulting and advising with respect to the composition of the Team's roster (e.g., player signings and player trades) and Club agrees to consult with Manager prior to determining the composition of the Team's roster;
- (7) consulting and advising with respect to the composition of the Team's coaching staff and Club agrees to consult with Manager prior to determining the composition of the Team's coaching staff;

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(8) directing and supervising the Team's coaching staff and trainers and coordinating with the Team doctor and other third-party personnel that provide medical services for the Team;

(9) enforcing Team Rules and League Rules (each as defined below) applicable to the Team's players, coaching staff, trainers and doctor;

(10) overseeing the Club's youth development activities;

(11) participating in promotional, sponsorship and public relations activities requested of him by Club upon reasonable prior notice, including, but not limited to, ticket, game, Team and Stadium (as defined below) promotions, clinics, speeches, interviews, photo sessions, public appearances, sponsor activities and participating in television, radio and Internet programs featuring the Team, to the extent such activities are not excessive in number during any calendar year of the Term and do not have an adverse impact on Manager's performance of his other duties hereunder; and

(12) such other duties and services as may reasonably be assigned by Club to Manager that are consistent with employment as manager of a team in the League and of soccer operations of a professional soccer team.

(B) Manager covenants and agrees that throughout the Term he will (1) only report to the Chief Executive Officer or Chairman of the Club, (2) be physically present in the geographical location determined by Club in connection with performing, with diligence and fidelity, the services and duties set forth in Paragraph I(A), (3) provide his services and duties to Club on a full time, 12 month per year basis, subject to his right to receive three (3) weeks of paid vacation (to be taken at a time mutually agreeable to Club and Manager) during each full calendar year he is providing services hereunder to Club (and prorated for the 2009 calendar year) and (4) obey and comply with all Team rules, regulations, policies and guidelines ("Team Rules") applicable to the coaching staff (copies of which will be made available to the Manager) and all constitutions, bylaws, rules, regulations, policies, guidelines, directives, instructions, rulings, orders and agreements ("League Rules") of the League, its Commissioner and Soccer United Marketing, LLC ("SUM") applicable to head coaches and directors of soccer operations of teams in the League, in each case as they exist on the date hereof and as they may be adopted, supplemented, amended and modified from time to time during the Term. Without limiting the foregoing, League Rules shall include all guidelines and directives issued by the League regarding apparel and/or equipment required to be worn or used by players, the coaching staff and other members of the Team at games, practices, training camps, training sessions, clinics, while traveling for the Team and such other events as designated by the League.

(C) Manager expressly acknowledges that Manager is subject to the jurisdiction of the Commissioner of the League and that the Commissioner (subject to any due process and appeals process provided for in League Rules) and Club (subject to Paragraph XIII) may impose sanctions and other disciplinary measures, including, without limitation, suspending Manager (with or without pay) and imposing fines (which may be deducted from amounts payable to Manager pursuant to Paragraph IV), for violations of this Agreement or for actions (including on-field actions) that materially adversely affect the integrity or reputation of the League or the

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Team. Without limiting the foregoing, Manager expressly acknowledges and agrees that he shall be subject to discipline by the League (subject to any due process and appeals process provided for in League Rules) or Club (subject to Paragraph XIII), including, without limitation, fines, suspension (with or without pay) or termination of this Agreement, if:

(i) he (or any person acting in association with him) is involved with any attempt to fix, throw or otherwise improperly affect the outcome of any soccer game;

(ii) he (or any person acting in association with him) gives or offers to give a bribe or gambles on the outcome of any soccer game;

(iii) he fails to report to the League and Club his knowledge of any attempt by any person to give or receive a bribe or to fix, throw or otherwise improperly affect the outcome of any soccer game;

(iv) he uses alcohol or drugs in a manner that interferes with the performance of his duties hereunder; or

(v) he makes a statement or engages in conduct (including, without limitation, criticism of officiating and League disciplinary rulings) that is materially prejudicial to the interests of the League or the Team or materially detrimental to the public image and/or reputation of the League, the Club and/or the game of soccer.

The League (subject to any due process and appeals process provided for in League Rules) or Club (subject to Paragraph XIII), as applicable, shall determine, in good faith and its sole discretion, whether Manager has engaged in any of the above-listed behaviors.

(D) Club hereby agrees to provide Manager with the facilities, supplies and other items reasonably necessary for the Manager to perform his duties hereunder.

II. TERM

The term of this Agreement (the "Term") will commence on the date hereof and will continue, unless sooner terminated as provided herein, until December 31, 2012.

III. TERMINATION

(A) This Agreement, and Manager's employment hereunder, will be deemed to be terminated prior to the expiration of the Term upon the death of Manager. In addition, Club may terminate this Agreement, and Manager's employment hereunder, upon written notice by Club to Manager in the event of the occurrence of any of the following:

(i) disability of Manager that renders him incapable of performing his services for at least a total of 90 days out of any 12-month period;

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(2) Manager's willful failure, neglect or refusal to render services hereunder, or any material breach of this Agreement or the Pino Agreement (as defined below) by Manager;

(3) Manager's gross negligence or willful misconduct in performing his duties hereunder;

(4) Manager's commission of any felony or a misdemeanor involving a crime of moral turpitude;

(5) Manager's commission of any action or involvement in any occurrence that (x) brings Manager into public disrepute or (y) reflects in a materially adverse manner on the integrity, reputation or goodwill of Club or the Team;

(6) Manager engages in any activity set forth in Paragraph I(C);

(7) Manager's failure to comply in all material respects with Team Rules (consistently applied to the coaching staff of the Team) or League Rules; or

(8) Club is directed by the Commissioner of the League to terminate or suspend this Agreement as a result of the acts or omissions of Manager.

(B) Club may also terminate this Agreement upon written notice to Manager for any reason other than as set forth in Paragraph III(A) above or for no reason. Furthermore, instead of terminating this Agreement and Manager's employment hereunder, Club may assign Manager a different job, with a different (but not demeaning) title and different (but not demeaning) duties and responsibilities, within the Club's soccer operations, in which event Manager shall still be entitled to the Base Salary Amounts set forth in Paragraph IV(A). Manager may terminate this Agreement upon ten (10) days' prior written notice to the Club.

(C) Upon termination of this Agreement pursuant to Paragraph III(A) or (B) above, all of the rights and obligations of the parties hereunder, except as set forth in Paragraph XX, shall forever cease, including, without limitation, the rights and obligations of the parties under Paragraphs IV and V, except that (1) Club shall remain obligated to pay Manager any portion of the applicable Base Salary Amount and all bonuses that have been earned by Manager pursuant to Paragraph IV(A) or IV(C), as applicable, below but have not yet been paid as of the date of termination and (2) in the event of Manager's termination by Club pursuant to Paragraph III(B) above or by Manager pursuant to Paragraph III(B) above due to a material breach of Paragraph IV below or Section 1.2 of the Pino Agreement by Club that is not cured within ten (10) days after written notice thereof is provided to Club, Club shall remain obligated to pay Manager, in accordance with the payment schedule set forth in Paragraph IV(B) below and subject to the terms of Paragraph III(D) below, the applicable Base Salary Amount provided for in Paragraph IV(A) below through December 31, 2012 (the "Severance Payments"). Whether Club has terminated this Agreement pursuant to Paragraph III(A) or (B) shall be determined in good faith by Club at its reasonable discretion; provided that (i) prior to terminating Manager pursuant to Paragraph III(A), Club shall specify in reasonable detail the reason Manager is being so terminated and give Manager an opportunity to respond thereto, (ii) such determination shall be subject to Paragraph XIII and (iii) prior to terminating Manager pursuant to clause (2), (3), or (7)

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of Paragraph III(A), Club shall allow Manager fifteen (15) days to cure the occurrence, except that Club shall have no obligation to provide Manager such opportunity to cure if Club determines, in its good faith judgment, that the occurrence is of a nature that is not curable or that Manager's continued employment during a cure period could be reasonably be expected to result in material harm to Club.

(D) In the event that Club terminates this Agreement pursuant to Paragraph III(B) above or Manager terminates this Agreement pursuant to Paragraph III(B) above due to a material breach of Paragraph IV below or Section 1.2 of the Pino Agreement by Club that is not cured within ten (10) days after written notice thereof is provided to Club, Manager agrees that in consideration of, and as a condition to, the Severance Payments to be paid by Club to Manager, (1) Manager shall execute a full release of claims against Club, its affiliates and their respective owners, officers and employees, (2) Manager shall comply with the covenants in Article IX and (3) Club shall have the right to mitigate and set off against its obligations to pay such Severance Payments any amounts Manager and/or Pino earns or receives as a result of any services Manager renders for, or rights granted by Pino to, another person or entity, whether as an employee, consultant or independent contractor, subsequent to such termination and through December 31, 2012 (the "Severance Period"), regardless of whether such services or rights are comparable in nature to the employment hereunder or to the rights granted under the Pino Agreement or soccer related. It is the intent of the parties that if Club terminates Manager's employment pursuant to Paragraph III(B) above or if Manager terminates his employment pursuant to Paragraph III(B) above due to a material breach of Paragraph IV below or Section 1.2 of the Pino Agreement by Club that is not cured within ten (10) days after written notice thereof is provided to Club, and Manager and/or Pino subsequently performs services or grant rights during the remainder of the Severance Period and for periods thereafter, the amounts earned or received by Manager and/or Pino therefrom shall be fairly apportioned over all of the periods during which Manager and/or Pino is performing such services or granting such rights. In said situation, Manager and/or Pino shall furnish Club with verification from the person or entity for which Manager and/or Pino is performing services or granting rights of the amounts to be earned by or paid to Manager or Pino therefor. Manager covenants and agrees that such amounts (1) shall be reached as a result of good faith negotiations between such person or entity and Manager or Pino, as applicable, and (2) shall not be intentionally paid or provided to him in intervals that would penalize or prejudice Club hereunder.

IV. COMPENSATION

(A) In consideration of his services to be rendered hereunder, Manager shall be entitled to compensation at the following annual rates of base salary ("Base Salary Amounts"):

(1) For the period from the date hereof through December 31, 2009, the Base Salary Amount shall be \$350,000 (which, therefore, means the base salary actually payable to Manager for such period shall be \$204,167); and

(2) For the period commencing January 1, 2010 through December 31, 2010, the Base Salary Amount shall be \$373,050;

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(3) For the period commencing January 1, 2011 through December 31, 2011, the Base Salary Amount shall be \$373,050; and

(4) For the period commencing January 1, 2012 through December 31, 2012, the Base Salary Amount shall be \$373,050.

(B) The Base Salary Amount shall be paid by Club to Manager in semi-monthly installments or in such other periodic installments (but not less frequently than monthly) consistent with the regular payroll policies adopted by Club from time to time for non-player personnel.

(C) Commencing in 2010, for each calendar year during the Term that Manager is actually providing his services as manager of the Team and the Club's soccer operations hereunder at the time an event set forth on Schedule A attached hereto occurs, in addition to the Base Salary Amounts set forth in Paragraph IV(A) above, Manager shall receive the bonus compensation set forth opposite such event on Schedule A attached hereto, which bonus compensation shall be paid by Club to Manager within 30 days following the applicable event.

(D) Club shall pay Manager a one time signing bonus of \$69,500 by January 15, 2010 unless this Agreement has been terminated other than by Manager due to a breach by Club of its obligations hereunder or by Club pursuant to Paragraph III(B); provided, however, that if Manager terminates this Agreement (other than due to a breach by Club of its obligations hereunder) prior to the Team's first regular season League game during the 2010 season, then Manager shall reimburse Club for the full amount of such signing bonus, plus the full amount of the \$75,000 fee payable by Club to U.S. Soccer Federation Inc. to secure its permission for Manager to enter into this Agreement, within thirty (30) days after such termination.

V. ADDITIONAL BENEFITS

(A) During the Term, Manager shall be entitled to participate in, subject to eligibility requirements and the terms of the applicable benefit plans and programs, the same group life, medical, dental and vision insurance, 401(k), retirement and disability plans and programs, if any, that are generally made available by Club or its parent entity, Keystone Sports and Entertainment LLC, to its non-player personnel.

(B) During the Term while Manager is actually providing his services hereunder as manager of the Team and the Club's soccer operations, Club shall provide Manager use of an automobile, the make and model of which shall be mutually agreed upon by Manager and Club. Manager shall be responsible for all costs associated with use of the applicable automobile, including, without limitation, obtaining and maintaining insurance for such automobile and costs related to maintenance, parking and fuel.

(C) Each year during the Term while Manager is actually providing his services hereunder as manager of the Team and the Club's soccer operations, Club shall provide Manager, at Club's expense, an aggregate of sixteen (16) (prorated for 2009) roundtrip, coach class airline tickets for use by Manager and his immediate family between Naples, Florida and Philadelphia, Pennsylvania; provided, however that Manager shall personally use such tickets for a reasonable number of trips each calendar year and only to the extent such travel by Manager

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does not interfere with Manager fulfilling his duties hereunder. Club will book all such airline tickets for Manager and his immediate family and shall be given reasonable prior notice by Manager.

(D) Each year during the Term while Manager is actually providing his services hereunder as manager of the Team and the Club's soccer operations, Club shall provide, at the beginning of the applicable season at Club's expense, Manager with three (3) suits, three (3) dress shirts, three (3) pairs of shoes and three (3) ties, which shall be worn by Manager on the sidelines during Team games and during Club events. If a men's clothing store or manufacturer supplies such suits in connection with being a sponsor of the Team, then consistent with Article VI, Manager shall endorse such men's clothing store or manufacturer to the extent requested by Club.

(E) The Club shall reimburse Manager for his reasonable out-of-pocket expenses incurred in transitioning various items from Naples, Florida to the Philadelphia area, which he shall do by August 31, 2010; provided, however, that such reimbursement shall not exceed \$10,000. The Club shall also provide temporary housing to Manager in the Philadelphia area, and Manager shall utilize such temporary housing, until the earlier of such transition and August 31, 2010.

(F) Club shall provide Manager with a company business credit card to the extent it issues such business credit card to other Club executives.

(G) Club shall reimburse Manager for all reasonable and necessary travel, lodging and fees incurred by Manager, as well as accommodate Manager's non-game work schedule, to allow him to complete his UEFA PRO Coaching License during working hours, so long as obtaining such UEFA PRO Coaching License does not interfere with Manager fulfilling his duties hereunder.

(H) All travel by Manager for games, training camps and scouting, as well as any other travel requested by the Club in connection with Manager providing his services hereunder, will be in Business Class on three cabin aircraft and First Class in two cabin aircraft on domestic flights in excess of three hours and all international flights and hotel accommodations will be at least a Junior Suite.

(I) The Club will provide Manager with a pda/mobile phone that has domestic and international calling and data service. If such pda/mobile phone is damaged or not working properly, Club shall pay for expenses necessary to service or repair such cell phone, except to the extent any damage or malfunction thereof was caused intentionally by Manager or due to Manager's negligence, in which case Manager shall be responsible for such expenses.

(J) Club shall reimburse Manager for all reasonable out-of-pocket work-related expenses incurred by Manager in connection with performing his duties hereunder, subject to Manager's compliance with Club's reimbursement policies and procedures adopted from time to time. Manager shall provide Club with documentation evidencing all expenses for which he is entitled to reimbursement under this Agreement.

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VI. SIGNING AND MARKETING RIGHTS

As a condition to this Agreement, the Club and Pino Sports, LLC, a Florida limited liability company that is an affiliate of Manager ("Pino"), are simultaneously herewith executing and entering into an agreement with respect to marketing rights of Manager (the "Pino Agreement").

VII. ADDITIONAL ACTIVITIES

During the Term and subject to the Pino Agreement, Manager will have the right to make public appearances, accept speaking engagements, participate in films or radio, television or internet programs, write or sponsor newspaper or magazine articles and engage in other related activities (the "Additional Activities") and retain all compensation therefrom; provided, however, that (1) Manager may not undertake any Additional Activities without providing Club at least five (5) days' prior notice thereof, and (2) such Additional Activities shall (a) not unreasonably interfere with Manager's duties hereunder, (b) be consistent with Team Rules and League Rules, as well as the image desired to be portrayed by Club, the League and SUM, (c) not conflict with the rights and interests of the Team, the Team's home stadium (the "Stadium"), League sponsors and licensees and (d), unless otherwise consented to by Club, the Stadium operator, the League or SUM, as applicable, not utilize any marks, insignia, logos, uniforms, name or other intellectual property of the Team, the Stadium or the League or SUM or otherwise imply that a third party is a sponsor of, or that a third party or its products, services or brands are endorsed by, the Team, the Stadium, the League or SUM. Other than providing services as manager of the Team and soccer operations of the Club hereunder and Additional Activities in accordance with this Article VII, Manager shall not engage in any other business activity during the Term. Furthermore, during the Term, Manager shall not (1) engage in discussions with any other professional soccer team regarding employment by such team or (2) enter into any oral or written agreement with, or accept any payment from, any Team player or member of Team's staff for the provision of any services; provided, however, that in the event that Club and Manager have not agreed to an extension of this Agreement at least sixty (60) days prior to the expiration of the Term, Manager shall during the remainder of the Term have the right, subject to League Rules, to engage in discussions with other professional soccer teams regarding employment.

VIII. EQUITABLE RELIEF

Manager represents and agrees that he has extraordinary and unique knowledge, skill and ability as manager of a professional soccer team and its operations, that the services Manager is to provide to Club hereunder cannot be replaced or the loss thereof adequately compensated for in money damages and that any breach by Manager of this Agreement will cause irreparable injury to Club. Therefore, Manager agrees that in the event of a breach of this Agreement by Manager (including, without limitation, Paragraph IX or the second sentence of Paragraph XIX), Club (in addition to any other remedies that may be available at law or in equity) shall have the right to obtain a decree enjoining any further breach of this Agreement, including, without limitation, a decree enjoining Manager from providing or performing any coaching, scouting, player personnel, administrative, supervisory or operational management services for any other

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team in the League during the Original Term (as defined below) if Manager breaches clause (y) of the second sentence of Paragraph XIX.

IX. COVENANTS

(A) Manager and Club each covenants and agrees, except as required by law or the League or to the extent necessary for Manager to carry out his duties hereunder, (1) to treat all information, no matter how obtained, regarding Club, the Team, the Stadium, the Stadium operator, any affiliate of the foregoing and their respective owners, officers, employees and agents and the Team's players, as well as regarding the League and its affiliates, other teams and other players, on the one hand, and the Manager and Pino, on the other hand, as well as this Agreement, the Pino Agreement and the negotiations related thereto, with the strictest confidentiality and (2) to not disclose such confidential information to any third party, including the media, or otherwise use such confidential information. The foregoing sentence shall not apply to information legitimately in the public domain through no fault of Manager or Club, as applicable.

(B) During the Term and for twelve months thereafter, Manager shall not, directly or indirectly, solicit or recruit any person employed by Club, the Stadium operator or the Club's parent, any Team or Stadium sponsor or any Team player to leave their employment or terminate their relationship with Club, nor shall Manager otherwise interfere with the relationship between Club and such person, player or sponsor.

(C) All correspondence between Manager and the Team's players, scouting reports, contracts, programs, databases, equipment and tangible articles and other property and information associated with the Team and its games or provided by Club for Manager's use shall be and are the property of Club and upon expiration or termination of this Agreement all tangible embodiments and copies thereof shall be returned by Manager to Club (in good working condition, subject to ordinary wear and tear, in the case of equipment and other tangible articles).

(D) Manager and Club each covenants and agrees that during the Term and for twelve months thereafter, Manager and the executives of Club shall refrain from making any disparaging remarks regarding Club or the Team, its players, management, ownership or employees or the Stadium, on the one hand, and Manager or Pino, on the other hand.

(E) During the Term and thereafter, Manager shall reasonably cooperate with Club in connection with assisting Club in any litigation or potential litigation or other legal matters and testifying and preparing to testify at any deposition or trial. In addition, during the twelve month period following termination of the Term, Manager agrees to make himself reasonably available to Club to furnish information to, and otherwise consult with, Club regarding business matters that were being handled by Manager prior to his termination, as well as to transition key business related functions. Club shall schedule any required activity at a time and place reasonably acceptable to Manager and shall reimburse Manager for any reasonable out-of-pocket expenses incurred as a result of such cooperation.

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X. TAXES; WITHHOLDINGS

In the event Manager owes any taxes by virtue of any payments made or benefits conferred by Club hereunder, Club shall not be liable to pay or obligated to reimburse Manager for any such taxes or to make any adjustment of Manager's compensation under this Agreement. Any and all amounts due Manager from Club hereunder shall be subject to all applicable withholdings for federal, state or local income tax, employment tax, social security tax or any other amounts required by law to be withheld.

XI. SUCCESSION

(A) This Agreement shall be binding upon and inure to the benefit of Club, its successors and assigns. Notwithstanding anything to the contrary herein, it is agreed that Club may assign its rights, powers, privileges and obligations hereunder to any person or entity that may hereafter acquire the right to operate the Team, in which event a novation shall be deemed to occur and Club shall thereupon be relieved of any and all obligations, liabilities and responsibilities hereunder, but the new operator of the Team shall be bound to Manager for all obligations, liabilities and responsibilities as stated in this Agreement.

(B) Manager shall not have the right to sell, assign or otherwise transfer his rights, including the amounts due him, or obligations under this Agreement.

XII. NON-WAIVER

The waiver by either party of the breach of any provisions of this Agreement by the other party shall not be deemed a waiver by such non-breaching party of any subsequent breach.

XIII. GOVERNING LAW, ARBITRATION AND ATTORNEYS' FEES

This Agreement shall be governed by and construed in accordance with Pennsylvania law, without giving effect to any choice or conflict of laws provision or rule thereof. Any controversy or claim arising out of or relating to this Agreement or the breach hereof, including, without limitation, any claims for wrongful termination or employment discrimination or disputes regarding Manager's right to Severance Payments hereunder, shall be settled by arbitration in accordance with the rules of the American Arbitration Association and under the laws of the State of Pennsylvania (without giving effect to the choice or conflict of law principles thereof); provided, however, that nothing herein shall prevent either party from seeking equitable relief from a court of competent jurisdiction. Judgment on any award rendered may be entered in any court of competent jurisdiction. Any such arbitration shall be in the Philadelphia, Pennsylvania metropolitan area and the parties hereby consent to jurisdiction of any court located in Pennsylvania as may be necessary to enforce this provision or from which equitable relief is sought hereunder. With respect to any dispute arising hereunder, the prevailing party shall be entitled to prompt reimbursement from the other party for reasonable attorneys' fees and costs incurred in connection therewith.

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XIV. NOTICE

All notices required hereunder shall be in writing and shall be deemed delivered upon receipt, (1) pursuant to personal delivery, (2) pursuant to delivery by U.S. certified or registered mail, return receipt requested, or (3) pursuant to delivery by a reputable overnight air courier service, in each case to the following addresses (or such other addresses as may be designated by either party):

If to Club: Pennsylvania Professional Soccer
LLC
1105 N. Market Street, 4th Floor
Wilmington, Delaware 19801
Attention: Nick Saklowicz

With a copy to: Katten Muchin Rosenman LLP
525 W. Monroe St.
Chicago, Illinois 60661
Attention: Adam R. Klein

If to Manager: Piotr Nowak
112 1st Avenue North
Naples, Florida 34102

With a copy to: Nisen & Elliott, LLC
200 West Adams Street, Suite 2500
Chicago, Illinois 60606
Attention: William G. Daluga, Jr.

XV. HEADINGS

The headings of this Agreement are inserted for convenience only and are not to be considered in construction of the provisions thereof.

XVI. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous written or oral understandings, representations, warranties or covenants between the parties with respect to such subject matter. Nothing contained in this Agreement shall be modified, altered or amended, except by a writing signed by both Club and Manager.

XVII. SEVERABILITY

If any provision of this Agreement is declared invalid by any court or other tribunal of competent jurisdiction, then such provision shall be deemed automatically adjusted to the minimum extent necessary to conform to the requirements for validity as declared at such time and, as so adjusted, shall be deemed a provision of this Agreement as though originally included

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herein. In the event that the provision invalidated cannot be so adjusted, the provision shall be deemed deleted from this Agreement as though such provision had never been included herein. In either case, the remaining provisions of this Agreement shall remain in force and effect.

XVIII. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which, including facsimiles or .pdfs thereof, shall be deemed an original, but all of which together shall constitute one and the same Agreement.

XX. REPRESENTATIONS

Each party hereby represents and warrants to the other party that such party has the legal right to enter into this Agreement and to perform all of the obligations to be performed by such party hereunder in accordance with its terms and that such party is not a party to any agreement or understanding, written or oral, including, without limitation, any other employment, service or consulting agreement, or any pending or, to such party's knowledge, threatened litigation that (1) could prevent such party from entering into this Agreement or from performing all of such party's obligations hereunder, (2) such party would breach by virtue of entering into this Agreement or (3) has not been previously disclosed to the other party. In addition, Manager agrees, represents and warrants to Club that (x) he will not engage in any communication, action or other activity that may be deemed to interfere with the contractual rights of third parties and (y) if he terminates this Agreement (other than due to a breach by Club of its obligations hereunder), he will not provide or perform any coaching, scouting, player personnel, administrative, supervisory or operational management services for any other team in the League through December 31, 2012 (the "Original Term"). Each party acknowledges and agrees that the other party is relying on the foregoing representations in entering into this Agreement and agrees to indemnify and hold harmless the other party, its affiliates and their respective owners, officers, employees and agents from any claim, cost, damages or liability resulting from any breach thereof by such party.

XX. SURVIVAL

Paragraphs III(C), III(D) and VII through XX shall survive any expiration or termination of this Agreement.

PN

IN WITNESS WHEREOF, Manager and Club have caused this Agreement to be executed as of the first date set forth above.

CLUB:

PENNSYLVANIA PROFESSIONAL SOCCER LLC

By:

[Signature]

As:

CEO & Operating Partner

MANAGER:

[Signature]

PIUTKOWAK



IN WITNESS WHEREOF, Manager and Club have caused this Agreement to be executed as of the first date set forth above.

CLUB:

PENNSYLVANIA PROFESSIONAL SOCCER LLC

By: _____

Its: _____

MANAGER:



PIOTR NOWAK

PNV.

SCHEDULE A

BONUSES

<u>Event</u>	<u>Bonus</u>
Team wins the MLS Cup Championship	\$50,000
Team wins MLS Conference Championship	\$25,000
Team wins the League's Supporters' Shield	\$50,000
Team wins the US Open Cup	\$50,000
Group Phase Advance by Team in the CONCACAF Champions' League	\$25,000
Team wins the CONCACAF Champions' League	\$75,000
Team wins the semi-finals of the SuperLiga Tournament	\$25,000
Team wins the Championship of the SuperLiga Tournament	\$50,000
Advance by Team to semi-finals of FIFA World Club Championship	\$100,000
Team wins FIFA World Club Championship	\$200,000
Manager is selected as Head Coach for the League's All-Star Game ¹	\$15,000

PM.

¹ To the extent coach of the team that wins the League Supporters' Shield is not automatically selected as Head Coach for the League's All-Star Game.

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	\$84	\$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
	<u>\$66,262</u>	<u>\$6,262</u>	<u>\$60,000</u>	