


FRANCHISE DISCLOSURE DOCUMENT MAR 16 2012

UNITED SOCCER LEAGUES, LLC
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<http://www.uslsoccer.com>

The Franchise Disclosure Document concerns United Soccer Leagues (USL) franchises for the purpose of promoting and enjoying the sport of soccer in the United States, Canada and the Caribbean. Franchisees will be entitled to field a team in a USL soccer league by purchasing a franchise.

The total initial investment necessary to begin operation of a USL franchised team varies depending on the league in which the franchised team participates as set forth below, and the amounts set forth adjacent to the total initial investment below must be paid to franchisor or its affiliates:

<u>Franchise</u>	<u>Total Initial Investment</u>	<u>Portion of Initial Investment Paid to Franchisor or its Affiliates</u>
USL PRO	between \$897,060 to \$1,228,060	between \$285,560 and \$295,560
USL Major Indoor Soccer League (MISL)	between \$797,060 to \$1,128,060	between \$185,560 and \$195,560
USL W-PRO	between \$505,050 to \$779,600	between \$125,050 and \$130,100
USL I-League	between \$351,750 to \$519,000	between \$160,250 and \$160,500
USL Premier Development League	between \$112,500 to \$188,550	between \$57,250 and \$57,300
USL W-League	between \$62,250 to \$127,600	between \$29,050 and \$29,100
USL Major Beach Soccer	between \$50,400 and \$74,200	\$30,000

This Franchise Disclosure Document summarizes certain provisions of your franchise agreement and other information in plain English. Read this document and all accompanying agreements carefully. You must receive this Franchise Disclosure Document at least 10 Business days in Michigan, New York, Rhode Island and Washington and 14 calendar days everywhere else before you sign a binding agreement with, or make any payment to, the franchisor or an affiliate in connection with the proposed franchise sale. **Note, however, that no governmental agency has certified the information contained in this document.**

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, please contact UNITED SOCCER LEAGUES, LLC at 1715 N. Westshore Blvd. Suite 825 Tampa, Florida 33607 and (813) 963-3909.

The terms of your contract will govern your franchise relationship. Do not rely on the Franchise Disclosure Document alone to understand your contract. Read the entire contract carefully. Show your contract and this Franchise Disclosure Document to an advisor, like a lawyer or accountant.

Buying a franchise is a complex investment. The information in this Franchise Disclosure Document can help you make up your mind. More information on franchising, such as "A Consumer's Guide to Buying a Franchise," which can help you understand how to use this Franchise Disclosure Document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, D.C. 20580. You can also visit the FTC's home page at www.ftc.gov for additional information. Call you state agency or visit your public library for other sources of information of franchising.

There may also be laws on franchising in your state. Ask your state agencies about them.

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STATE COVER PAGE

Your state may have a franchise law that requires a franchisor to register or file with a state franchise administrator before offering or selling in your state. REGISTRATION OF A FRANCHISE BY A STATE DOES NOT MEAN THAT THE STATE RECOMMENDS THE FRANCHISE OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT.

MANY FRANCHISE AGREEMENTS DO NOT ALLOW YOU TO RENEW UNCONDITIONALLY AFTER THE INITIAL TERM EXPIRES. YOU MAY HAVE TO SIGN A NEW AGREEMENT WITH DIFFERENT TERMS AND CONDITIONS IN ORDER TO CONTINUE TO OPERATE YOUR BUSINESS. BEFORE YOU BUY, CONSIDER WHAT RIGHTS YOU HAVE TO RENEW YOUR FRANCHISE, IF ANY, AND WHAT TERMS YOU MIGHT HAVE TO ACCEPT IN ORDER TO RENEW.

Call the state franchise administrator listed in Exhibit B for information about the franchisor, or about franchising in your state.

Please consider the following RISK FACTORS before you buy this franchise:

1. THE FRANCHISE AGREEMENT REQUIRES YOU TO RESOLVE DISPUTES WITH US BY ARBITRATION IN TAMPA, FLORIDA. OUT OF STATE ARBITRATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT ALSO MAY COST MORE TO ARBITRATE IN TAMPA, FLORIDA, THAN IN YOUR HOME STATE.
2. THE FRANCHISE AGREEMENT STATES THAT FLORIDA LAW GOVERNS THE AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTION AND BENEFITS OF LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.
3. THE FRANCHISE AGREEMENT REQUIRES YOU TO PAY US LIQUIDATED DAMAGES IF THE FRANCHISE AGREEMENT IS TERMINATED FOR ANY REASON, OTHER THAN BY YOU PURSUANT TO SECTION 11.1 OF THE FRANCHISE AGREEMENT OR BY US PURSUANT TO SECTION 11.2.4 OF THE FRANCHISE AGREEMENT, IN AN AMOUNT EQUAL TO THE AMOUNT OF THE PERFORMANCE SECURITY REQUIRED TO BE PROVIDED BY YOU BASED ON THE LEAGUE IN WHICH YOUR TEAM PARTICIPATES, WHICH PERFORMANCE SECURITY WE WILL BE ENTITLED TO RETAIN IN SATISFACTION OF YOUR OBLIGATION TO PAY US SUCH LIQUIDATED DAMAGES.
4. PLEASE NOTE THAT 66% OF UNITED SOCCER LEAGUES, LLC'S ASSETS ARE INTANGIBLE. YOU MAY WANT TO CONSIDER THIS WHEN MAKING A DECISION TO PURCHASE THIS FRANCHISE OPPORTUNITY.
5. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

Effective Date: See the next page for state effective dates.

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