



FRANCHISE DISCLOSURE DOCUMENT

USL PRO-2, LLC

A Florida Limited Liability Company
1715 N. Westshore Blvd. Suite 825
Tampa, Florida 33607
(813) 963-3909
<http://www.uslsoccer.com>

You will operate a team in the men’s professional soccer league tentatively known as “USL Division 3”¹ under a Franchise Agreement with us.

The total initial investment necessary to begin operation of a Club is set forth below, and the amounts set forth adjacent to the total initial investment below must be paid to franchisor or its affiliates:

<u>Total Initial Investment</u>	<u>Portion of Initial Investment Paid to Franchisor or its Affiliates</u>	<u>Franchise Fee</u>
\$2,462,700 - \$5,093,600	\$603,700 – \$628,600	\$500,000

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 14 calendar days 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.**

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 your state agency or visit your public library for other sources of information of franchising.

¹ The name “USL Division 3” and the associated logo are both placeholders, and the official name and design is currently scheduled to be released in August, 2018.

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 OTHER CHOICES OF LAW. YOU MAY WANT TO REVIEW THESE LAWS AND COMPARE THEM TO YOUR LOCAL AND OTHER SOURCES OF LAW.
3. PLEASE NOTE THAT 5.6% OF THE ASSETS OF UNITED SOCCER LEAGUES, LLC (THE PARENT COMPANY OF USL PRO-2, LLC) ARE INTANGIBLE (AS OF 12/31/17). YOU MAY WANT TO CONSIDER THIS WHEN MAKING A DECISION TO PURCHASE THIS FRANCHISE OPPORTUNITY.
4. YOU SHALL BE GRANTED PROTECTED TERRITORIAL RIGHTS COVERING A SPECIFIC GEOGRAPHIC AREA WITHIN WHICH ONLY YOU MAY PLAY HOME MATCHES. HOWEVER, YOU MAY FACE COMPETITION IN YOUR PROTECTED TERRITORY FROM OTHER FRANCHISES, TEAMS WE MAY OWN, OR OTHER LEAGUES WE MAY CONTROL.
5. THE FRANCHISE AGREEMENT REQUIRES YOU TO WAIVE YOUR RIGHT TO A JURY TRIAL. YOU MAY WANT TO CONSIDER THIS WHEN MAKING A DECISION TO PURCHASE THIS FRANCHISE OPPORTUNITY.
6. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE. PLEASE CONSULT AN ATTORNEY AND OTHER RELEVANT ADVISORS TO DISCUSS OTHER POTENTIAL RISKS ASSOCIATED WITH THIS

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