

EXHIBIT D

Pennsylvania Professional Soccer LLC
2501 Seaport Drive, Switch House, Suite 500
Chester, PA 19013

June 13, 2012

Piotr Nowak
112 1st Avenue North
Naples, FL 34102

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, as amended (the "Employment Agreement") and (ii) Agreement between Club and Pino Sports, LLC, a Florida limited liability company ("Pino"), dated June 1, 2009, as amended (the "Pino Agreement"). Capitalized terms used but not defined in this letter have the meanings given to them in the Employment Agreement.

Club hereby notifies Manager that it is terminating the Employment Agreement, and Manager's employment thereunder, for cause pursuant to Paragraph III(A) due to:

1. various material breaches of League Rules (including the League's Collective Bargaining Agreement), including physical confrontations with players and officials during a Team game resulting in a fine and multi-game suspension, interfering with the rights of Team players to contact the players' union with concerns, subjecting Team players to inappropriate hazing activities and engaging in behavior that put the health and safety of Team players at risk.
2. material breaches of the Employment Agreement, including engaging in discussions regarding, and otherwise actively seeking, employment by other professional soccer teams in Europe and making disparaging remarks to third parties regarding Club, its management and its ownership.
3. demonstrating gross negligence, including putting the health and safety of Team players at risk by requiring injured players to participate in strenuous training activities, not allowing players to have water during such activities despite temperatures in excess of 80 degrees, ignoring the advice of the head athletic trainer regarding which players are healthy enough to play in games and participate in training sessions and creating an atmosphere where medical issues should be hid from medical staff and not treated.
4. committing actions that have reflected in a materially adverse manner on the integrity, reputation and goodwill of Club and the Team (in the eyes of the League, U.S. Soccer, current and potential Team players, sponsors and fans), including the unusually harsh treatment of players described above, actions during Team games that have resulted in fines and suspensions, the multiple breaches of League Rules and a discussion (by you or your agent on your behalf) with the head of U.S. Soccer that was in very poor taste and left a very bad impression with U.S. Soccer.
5. multiple incidents of insubordination with respect to the Club's Chief Executive Officer, including claiming at one point (in direct contradiction to the terms of the Employment Agreement) that he does not report to the Club's Chief Executive Officer.

6. various material breaches of Team Rules, including creating a hostile work environment and culture of fear for Team players and other front office employees by orally berating and physically intimidating fellow employees.

Club has determined that the above infractions are not capable of being cured and believes your continued employment by Club would continue to cause material harm to Club.

Club wishes to remind you in connection with termination of your employment that the Pino Agreement also is automatically terminated (and you now owe Club the portion of the marketing rights fees (\$46,041) that were prepaid thereunder to Pino for the remainder of the 2012 year), the outstanding principal of, and accrued but unpaid interest on, the Loan are now due and payable and you remain subject to covenants in the Employment Agreement regarding confidentiality, non-solicitation, return of Club property and non-disparagement.

Sincerely,

PENNSYLVANIA PROFESSIONAL SOCCER LLC

By: _____

Name: _____

Its: _____

cc. William G. Daluga, Jr.