

# **EXHIBIT A**

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**From:** Gottshall, Julie L. <julie.gottshall@kattenlaw.com>  
**Sent:** Friday, July 20, 2012 12:42 PM  
**To:** Clifford Haines  
**Cc:** Eisenberg, Harris R.; Hollie Knox; William Daluga Jr. (WDaluga@dalugaboland.com)  
**Subject:** RE: Piotr Nowak  
**Attachments:** Peter Nowak Termination letter.pdf

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Clifford -- Given the representation that your client does not intend to sign the proposed agreement, attached you will find the executed termination letter, which has also been sent by overnight carrier to Mr. Nowak and Mr. Daluga.

I have been authorized to accept service on behalf of my client of whatever you file today. Please send to me by email and regular mail. Thank you.

**JULIE L. GOTTSALL**  
Partner - Employment Law & Litigation  
**Katten Muchin Rosenman LLP**  
525 W. Monroe Street / Chicago, IL 60661-3693  
p / (312) 902-5645 f / (312) 902-1061  
[julie.gottshall@kattenlaw.com](mailto:julie.gottshall@kattenlaw.com) / [www.kattenlaw.com](http://www.kattenlaw.com)

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**From:** Clifford Haines [mailto:[chaines@haines-law.com](mailto:chaines@haines-law.com)]  
**Sent:** Thursday, July 19, 2012 2:10 PM  
**To:** Gottshall, Julie L.  
**Cc:** Eisenberg, Harris R.; Hollie Knox; William Daluga Jr. (WDaluga@dalugaboland.com)  
**Subject:** RE: Piotr Nowak

The allegations of criminal conduct – and I note you leave out of your e-mail that word – we specifically made to me and were used in conjunction with having Piotr sign your proposed settlement agreement. I was further told those allegations would somehow disappear if Piotr signed the agreement. While criminal accusations might intimidate Piotr were they sustainable, apparently they are not. The mention of them was obviously intended in a way clearly improper under the Rules of Professional Conduct here in Pennsylvania. But, as you suggest, we will deal with that at later time. Piotr does not intend to sign your proposed agreement. We have drafted a Declaratory Judgment Complaint which we will be filing here in the Eastern District of Pennsylvania tomorrow. Please advise us who you will be using as local counsel and whether you will accept service of the writ on behalf of your client.

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**From:** Gottshall, Julie L. [mailto:[julie.gottshall@kattenlaw.com](mailto:julie.gottshall@kattenlaw.com)]  
**Sent:** Thursday, July 19, 2012 2:49 PM  
**To:** Clifford Haines  
**Cc:** Eisenberg, Harris R.  
**Subject:** Piotr Nowak

Clifford -- By way of introduction, I work with Harris Eisenberg and am familiar with the Piotr Nowak matter. As Harris is on vacation the remainder of this week and next, he has asked me to respond to your email below.

With regard to the potentially fraudulent activity referenced in your email, investigation continues. The Company has reason to believe that Mr. Nowak may have improperly profited from player transactions over the past 12-18 months. The Company is continuing to gather evidence on the extent and import of this conduct, and is under no obligation to share with you or your client what it has uncovered to date. Our objective in sharing this limited information at all was to put your client on notice of the many issues that will be scrutinized if the parties get into a legal dispute - not to get off on a tangent regarding the scope of Mr. Nowak's misconduct or distract from the immediate and

pending issue regarding the terms of his separation. The Company invoked Cause to terminate Mr. Nowak's employment before it learned of this latest issue and can establish Cause even without it.

The timeline previously set for Mr. Nowak's acceptance of the Separation Agreement stands. If we do not receive the signed Agreement by close of business tomorrow (7/20), we will assume he has rejected the offer and will issue an executed version of the termination for cause letter previously provided to your client.

Best regards,

**JULIE L. GOTTSALL**

Partner - Employment Law & Litigation

**Katten Muchin Rosenman LLP**

525 W. Monroe Street / Chicago, IL 60661-3693

p / (312) 902-5645 f / (312) 902-1061

[julie.gottshall@kattenlaw.com](mailto:julie.gottshall@kattenlaw.com) / [www.kattenlaw.com](http://www.kattenlaw.com)

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**From:** Clifford Haines [<mailto:chaines@haines-law.com>]

**Sent:** Wednesday, July 18, 2012 4:13 PM

**To:** Eisenberg, Harris R.

**Cc:** William Daluga Jr. ([WDaluga@dalugaboland.com](mailto:WDaluga@dalugaboland.com)); Hollie Knox

**Subject:** RE: Piotr Nowak

In order to advise my client properly, I need to know the specifics of "criminal and fraudulent" acts you told me your client had uncovered regarding Piotr Nowak. Despite the incendiary nature of the claim, we need to know precisely what your client says our client did. You have alluded to some involvement on Piotr's part in negotiating contracts for players in South America. I have no idea what is "criminal" or "fraudulent" about that.

I am requesting that you provide me immediately – particularly in light of your deadline – with all of the facts of misconduct your client says was fraudulent or criminal. By facts I mean, names, dates, places, and the particular act or acts done by Mr. Nowak

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**From:** Eisenberg, Harris R. [<mailto:harris.eisenberg@kattenlaw.com>]

**Sent:** Tuesday, July 17, 2012 11:24 AM

**To:** Clifford Haines

**Subject:** Piotr Nowak

Clifford,

Further to our conversation yesterday regarding Piotr Nowak, the team has indicated to me that it is prepared to enter into the attached agreement (which is the same agreement that has been previously provided to your client and contains a mutual release as requested by your client) this week. If the parties do not enter into the attached agreement, then the team will deliver to your client a signed copy of the letter terminating the employment for cause.

Please feel free to contact me with any questions or if you would like to discuss.

**HARRIS R. EISENBERG**

Associate

**Katten Muchin Rosenman LLP**

525 W. Monroe Street / Chicago, IL 60661-3693

p / (312) 902-5619 f / (312) 577-8922

[harris.eisenberg@kattenlaw.com](mailto:harris.eisenberg@kattenlaw.com) / [www.kattenlaw.com](http://www.kattenlaw.com)

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NOTIFICATION: Katten Muchin Rosenman LLP is an Illinois limited liability partnership that has elected to be governed by the Illinois Uniform Partnership Act (1997).

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

June 13, 2012

Piotr Nowak  
112 1<sup>st</sup> 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.

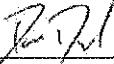
6. various material breaches of Team Rules, including creating a hostile work environment and culture of fear for Team players and other front office employees by orally berating and physically intimidating fellow employees.

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: David P. DeBusschere  
Its: Executive

cc. William G. Daluga, Jr.  
Nick Sakiewicz