

**OPERATING AGREEMENT AND PLAN OF MERGER FOR CARROLLTON
SOCCER, INC., LAKEVIEW SOCCER ASSOCIATION, INC. AND
LAFRENIERE SOCCER ASSOCIATION, INC. (dba CHICAGO FIRE JUNIORS
OF LOUISIANA)**

This Operating Agreement and Plan of Merger (“Agreement”) is entered into this ____ day of April, 2010, by and among Carrollton Soccer, Inc. (“CSA”), a Louisiana non-profit corporation; Lakeview Soccer Association, Inc. (“LSA”), a Louisiana non-profit corporation; and Lafreniere Soccer Association d/b/a Chicago Fire Juniors of Louisiana (“CFJ”), a Louisiana non-profit corporation.

RECITALS

A. CSA, LSA and CFJ (“the Three Clubs”) each operate organized soccer clubs having boys' and girls' Premier, Division One, Developmental and Recreational programs in the Greater New Orleans area.

B. The Three Clubs, subject to each entity's satisfaction of the conditions herein agree to combine all functions into CFJ (“Merger”), although LSA and CSA shall continue to maintain corporate existence for the purpose of continuing as sublessor of LSA's and CSA's land use agreements (attached as Exhibits “A” and “B”), and as otherwise provided herein.

C. The Three Clubs agree that Merger is in the best interest of each club's membership and all three clubs' shared goal of promoting interest and participation in soccer within the Greater New Orleans area.

D. The respective Boards and Officers of the Three Clubs have determined that Merger is desirable, and in the best interests if their respective non-profit corporations and, by resolutions duly adopted, have approved this Agreement.

AGREEMENT

In consideration of these premises and the mutual and dependent agreements set forth below, the parties agree as follows:

ARTICLE I

Operating Agreement

1.1 *Amendment of Bylaws and Appointment of Directors by CFJ.* Subsequent to the execution of this Agreement but no later than April 30, 2010 (“Effective Date”), CFJ will amend its Bylaws in such a manner that will result in the removal of all current board members, the designation of a nine member board of directors, and the appointment of those nine CFJ board members, as provided for in Article III. Each of the Three Clubs will designate three board members who will comprise CFJ’s appointed board of directors (those individuals are named in Article 2.3 herein).

1.2. *Operating Agreement – Coaching Directors and Employees.*

a. On the Effective Date, Julio Paiz (JP), Hubie Collins (HC) and Louie Smotherman (LS) will be tendered contracts by CFJ that have been previously approved by the Executive Committees and/or Boards of Directors of the Three Clubs.

b. JP, HC and LS will perform services for CFJ. Their roles will be defined as Director of Coaching-Player Development (JP), Director of Coaching-Technical (HC) and Director of Coaching-Executive (LS), positions that are clearly designated by Exhibits C, D and E as being co-equal. LS, HC and JP will be also designated as the Director of either the Carrollton, Lakeview or Lafreniere campuses. These designations may be modified by the CFJ Board as and when permitted by contract between CFJ and JP, HC and LS and in the event of separation of one or more of JP, HC or LS from employment with CFJ.

c. The coaching staffs of all Three Clubs will be evaluated by JP, HC and LS prior to the Effective Date of this Agreement. Those staff coaches who JP, HC and LS wish to retain will be offered contracts that will require each of them to perform services for CFJ. The total coaching budget for the 2010-2011 season will be \$_____, exclusive of payments to be made to JP, HC and LS, for the purpose of retaining the services of a

minimum of _____ coaches, at least _____ of whom will have an A License and at least _____ of whom will have a B License, with the remainder of all coaches having either a C License or a D License. JP, HC and LS will be given full discretion to hire all staff coaches, so long as they adhere to the budget and retain the number and type of required coaches. CFJ's board shall reserve the right to discipline or terminate CFJ's contractual or other relationship with any staff coach who a majority of the board believes has breached any duty owed to CFJ or has brought disrepute to the coach personally, CFJ or Chicago Fire.

d. Upon the Effective Date, CFJ will continue to employ its Executive Administrator, currently David DeHoog, and will employ two Administrative Assistants, who will perform all support services for CFJ. The Executive Administrator will report to the Director of Coaching-Executive. The Executive Assistants will report to the Executive Administrator. Additionally, certain coaches may be required to provide office or other administrative assistance as a portion of their contractual responsibility to CFJ. The Director of Coaching-Executive will determine, in his discretion, whether those coaches are to report directly to him or to the Executive Administrator. Specifically, the Executive Administrator's responsibilities (which shall be performed by or under the Executive Administrator's direction) shall include: supervise the Executive Assistants and any staff coach that the Director of Coaching-Executive designates as direct reporters to the Executive Administrator; attend all Louisiana Soccer Association meetings on behalf of CFJ; attend CFJ board of directors meetings when specifically requested; appropriate marketing of player registration dates; collect player registration revenues; develop team rosters and make all necessary inputs to the player database; ensure that Louisiana Soccer Association guidelines for player and team registration are observed; participate fully in registration of players; maintain and make daily updates to the CFJ website; coordinate uniform ordering and distribution for all teams; assign practice fields and times; coordinate game field and referee scheduling; accounting for and making deposits of all

revenues; ensure that all of CFJ's regular financial and reporting obligations are met; and ensure the seizure of player passes for players with outstanding loans that are in default or who have otherwise failed to meet financial obligations to CFJ.

1.3 *Operating Agreement – Formation of Teams.* Other than the requirement of Board of Directors approval for certain Director of Coaching decisions set out in Sections b, c, d, e and g below, which requirement shall only continue beyond the 2010-2011 soccer season if expressly required by CFJ's Board of Directors, the following criteria shall apply for the 2010-2011 soccer season and shall continue for the following years unless modified by a two-thirds or greater vote of CFJ's Board of Directors:

a. Recreational and Developmental teams, including any U-10 Developmental teams that play U-11 Division One, will be formed at each of the three campuses. No multi-campus "all star" teams will be formed from the Recreational or Developmental teams based at the three campuses.

b. The Directors of Coaching shall determine player placement following tryouts during the dates designated by the Louisiana Soccer Association. A minimum of four tryout dates shall be held for all players seeking placement on a U-13 through U-19 Premier or Division One team. A minimum of one day of tryouts for each age group shall be held at locations to be determined by the Directors of Coaching. There shall be a minimum of three tryout dates for all U-11 and U-12 teams, with all players who played the previous spring season at CFJ, LSA and CSA participating in tryouts and then playing on teams at that club's campus. However, if any player who is qualified by tryout to play either Premier or Division One and who will not have a team available to him/her at that player's campus, the player may be placed on a team at another campus. Any U-11 or U-12 player not registered with one of the Three Clubs the previous spring season may tryout and play at any campus. U-11 and U-12 players shall not be permitted to move to another campus for the purpose of strengthening a team. Any request for a deviation

from the provisions of this Section b shall require the approval of a majority of CFJ's Board of Directors.

c. No player shall be considered for placement on any Premier or Division One team unless he or she attends at least two day of tryouts, unless the absence is excused *in advance and in writing* due to injury or other compelling circumstance. At least two of the Directors of Coaching must sign the written excuse, and all written excuses are to be provided to the board's Secretary and to the Executive Administrator prior to the conclusion of the tryout period. Any decision to hold open a roster spot for a player who has not attended a minimum of two days of tryouts must be recommended by at least two of the Directors of Coaching and approved by a majority vote of CFJ's Board of Directors. Open roster spots shall be filled if the failure to fill those roster spots will leave any qualified player without a team.

d. The goal will be to have at least one Premier and one Division One team on both the boys' side and on the girls' side in each age group from U-13 and above, but if the number of registered players in an age group does not permit the formation of more than one team, the Directors of Coaching shall determine whether that age group's team will play Premier or Division One by using the following criteria: if there is a unanimous assessment by the Directors of Coaching that the team *will* (not may) qualify for State Cup, at least thirteen member families of that team wish desire that the team play at the Premier level and there is an up front determination that the players' added travel costs and coaching expenses associated with Premier play and travel can be addressed through fundraising and/or donation, the team will play Premier. If all three of these elements are not satisfied or the Directors of Coaching determine for any other reason that the team should play Division One, the team will compete in Division One.

e. If an age group permits the formation of more than one team, there shall be a presumption that there will be one Premier team and one or more Division One teams. However, it is not required that any age group must have either a Premier team or a

Division One team. If, in the judgment of the Directors of Coaching, application of the criteria in Article 1.3(d) warrants formation of more than one Premier team, the written recommendation of all three Directors of Coaching shall be submitted to the Board of Directors. Upon recommendation, the Directors of Coaching will make a presentation to the Board of Directors, and the formation of any additional Premier team in an age group must be approved by a majority vote of CFJ's Board of Directors.

f. Training for all teams U-13 and up shall be at a campus and time to be established by the Directors of Coaching. Each U-11 and U-12 team shall train at that team's campus. Each Developmental and Recreational teams shall train at that team's campus. All teams and coaches of teams training at a particular campus shall be under the supervision of the Director of Coaching for that campus.

g. All players shall be required to try out for and play on teams in their correct age division, other than players currently playing in a higher age group during the 2009-2010 season, who will be given the option of trying out in their age group or in the age group of their current team. If a player currently playing in a higher age group who elects to try out in the higher age group is not selected for a Premier team in that age group and thereafter wishes to be considered for placement on a Premier team in his or her same age group, that player shall be considered for placement before rosters are finalized. Any other deviation from the rule of playing in the correct age group shall require the written recommendation of all three Directors of Coaching, and that written recommendation shall include a clear statement of all known reasons for the recommendation. Upon recommendation, the deviation shall also be subject to approval of a majority vote of CFJ's Board of Directors. The opportunity to strengthen a particular team shall NOT be a valid justification for recommending age group deviation. The inability of CFJ to form a Premier team in a player's age group SHALL BE a basis for a player to try out for the Premier team (not the Division One team) that is in the next highest age group, without the necessity of a Directors' recommendation.

h. For all U-14 through U-19 teams, the Directors of Coaching will assess each age group and determine whether to allow the existing teams at each of the Three Clubs to remain intact for the 2010-2011 season or to treat one or more of these age groups as described in Sections 1.3(c) through 1.3(g). If a team is permitted to continue intact, that team's status will then be "grandfathered" until the team finishes competing as a U-19 team or dissolves. If the Directors of Coaching believe that an existing U-14 through U-19 team should be subject to reformation, that decision must be put to a majority vote of the returning members of that team. In the event less than a majority favor reformation, that team shall not be subject to reformation.

i. CFJ will provide in its annual budget a Scholarship Fund (fall and spring season combined) in an amount to be established by the Board of Directors. The Directors of Coaching will evaluate all scholarship requests and make recommendations to a committee consisting of three CFJ board members. Each scholarship request will be voted upon by individually, with a favorable vote of the majority of the committee required to award any scholarship and to designate the percentage of award. In the absence of a majority vote as to both the award of the scholarship and the percentage of the award, no scholarship shall be awarded. The maximum amount of scholarship that may be awarded to any player assigned to a Premier or Division One team is fifty percent (50%) of registration fees (no award possible for team fees) and a maximum of seventy five percent (75%) for Recreational players. All scholarship candidates shall be required to submit a written application that reflects both financial need and the player's families past or expected future volunteerism with one or more of the Three Clubs.

j. CFJ will participate in parent education (including instruction on the rules of the game, youth module training for parent coaches in the Recreational program, and referee training) to be coordinated by the Director of Coaching-Executive, who will develop a written curriculum and require the professional coaching staff to impart that curriculum to the membership. After assessing CFJ's manpower resources following the formation

of teams in the fall season, the Technical Director, Executive Director and Director of Coaching will propose a community outreach program having a scope and purpose that can be reasonably achieved with available coaching resources. The commitment to initiate any community outreach program is subject to a majority vote of the CFJ board of directors.

1.4 *Operating Agreement – Consolidation of Services and Infrastructure.* Upon the Effective Date, the Three Clubs will immediately consolidate services and infrastructure to the extent possible in the following areas: website; registration (a concurrent registration for all Three Clubs); marketing; field maintenance; insurance; and field and training equipment.

1.5 *Operating Agreement – Player Registration, Collections, Accounting and Branding.* Beginning with the fall season of 2010, all players from the Three Clubs shall tryout for (if applicable) and register with CFJ. In the event any party later exercises its right to rescind the sublease, any player who during the spring season of 2009 was registered with a withdrawing club SHALL be given a release to enable the player to return to their former club or to play with any other club. Beginning with the fall season of 2010, all registered players from the Three Clubs in age groups U-9 through U-19 shall be branded as and play as members of Chicago Fire Juniors of Louisiana. All U-6 and U-8 recreational players may be branded as and play as members of Chicago Fire Juniors of Louisiana, but the Board of Directors may authorize the players at any campus to play under the Lakeview Soccer or Carrollton Soccer logos. All fees will be collected by CFJ, and CFJ will be responsible for paying all of the ordinary operating expenses of the Three Clubs. The guideline for managing and tracking collection of revenue and making payments of ordinary operating expenses is attached as Exhibit "C".

1.6 The content of Sections 1.1 through 1.5 shall be included in the amended Bylaws of Lafreniere Soccer Association, Inc., and the amended Bylaws of Lafreniere

Soccer Association, Inc. will not be subject to modification prior to the conclusion of the 2010-2011 soccer season.

ARTICLE II

The Merger

2.1 *The Merger.* Upon the Effective Date and under the terms and subject to the conditions set forth in this Agreement, and in accordance with the laws of the State of Louisiana, the functions of the Three Clubs will be combined in CFJ. The separate corporate existences of CSA and LSA shall continue in effect for the purpose of effecting a sublease of their fields and exercising their right to rescind that sublease under the conditions described herein. CFJ will amend its Articles of Incorporation as provided herein. CSA and LSA will transfer those assets and liabilities described to CFJ in Exhibit "D" (other than land use agreements as discussed below), which will accept the transfer of all assets and liabilities, without reservation.

2.2 *Effects of Merger.* From and after the Effective Date, CFJ shall succeed to the functions of the Three Clubs and enjoy all the rights, privileges, immunities, and powers, and be subject to all the restrictions, obligations, disabilities, and duties of CSA and LSA.

2.3 *CFJ's Board of Directors.* At a special meeting of the membership of CFJ, the amended Bylaws attached as Exhibit "E" *in globo* shall be presented for adoption, and upon the Effective Date all current CFJ board members shall resign. Each of the Three Clubs shall designate three persons to serve as the directors of CFJ, who shall become CFJ's directors upon the Effective Date. These nine board members shall then elect officers in the manner set forth in the amended Bylaws which will include a President, a Vice President of Youth, a Vice President of Operations, a Secretary and a Treasurer. The term of office for these directors shall be either two or three years from date of appointment as set forth in the Amended Bylaws (Exhibit "E"), unless one of the Three Clubs withdraws from this Agreement. In that event, all board members appointed

by the withdrawing Club shall be removed from the Board, which will then be reduced to a total of six members. In the event the Board is reduced to six members in this manner, any other provision of this Agreement that requires a vote of six of nine board members will thereafter require a vote of four out of six board members.

2.4 *Subleases, Right to Rescind Subleases and Right to Return of Assets.* CSA and LSA shall execute subleases or some equivalent document providing CFJ the right to make use of any and all property that is the subject of a land use agreement. CSA and LSA specifically reserve the right to rescind the aforementioned subleases, to take possession and ownership of the assets provided to CFJ and listed in Exhibit “_C”, and to resume operations as an independent soccer club in the event any of the events listed in Section 2.5 occur. This right to rescind will terminate no later than March 31, 2013, unless terminated earlier by consent of CFJ, CSA and LSA.

2.5 *Bases for Withdrawal.* For a period of three years from the Effective Date, the following shall be a basis for any party to withdraw from this Agreement:

- i. Failure by CFJ to operate in accordance with Louisiana Soccer Association rules;
- ii. Loss by CFJ of tax exempt status under the Internal Revenue Code;
- iii. Failure by CFJ to maintain insurance of types and in amounts satisfactory to LSA and CSA; or
- iv. Failure by CFJ to operate profitably and to maintain an adequate cash reserve.

ARTICLE III

Representations and Warranties of the Parties

CSA represents and warrants to LSA and CFJ as follows, as of the date of this Agreement:

3.1 *Organization and Standing.* CSA is a non-profit corporation duly organized, validly existing and in good standing under the laws of the State of Louisiana, and has the corporate power and authority to enter into this Agreement, and to consummate the transactions contemplated by this Agreement.

3.2 *Corporate Power and Authority.* This Agreement has been duly authorized by all necessary corporate action on the part of CSA. Upon execution and delivery of this Agreement by CSA, this Agreement will constitute the legal, valid and binding obligation of CSA, enforceable against CSA in accordance with its terms.

3.3 *Conflicts.* To CSA's knowledge, the execution, delivery and performance of this Agreement will not (i) constitute a breach of CSA's Articles of Incorporation or Bylaws, any law, rule or regulation, or any material agreement, indenture, deed of trust, mortgage, loan agreement or other material instrument to which CSA is a party or to which CSA is bound; or (ii) constitute a violation of any order, judgment or decree to which CSA is a party or by which CSA's assets or properties are bound or affected.

3.4 *Litigation.* To CSA's knowledge, there are no claims, actions, suits, proceedings or investigations pending or, to CSA's knowledge, threatened in any court, or before any arbitrator or governmental authority, by or against or affecting or relating to CSA. To CSA's knowledge, there are no judgments, injunctions orders or other judicial or administrative mandates outstanding, or to CSA's knowledge, threatened against CSA.

3.5 *Contracts, Assets and Liabilities.* Schedule 1 to this Agreement lists, as of the date of this Agreement, all written and oral contracts, agreements, guarantees, leases and executory commitments of CSA. Copies of all land use agreements referred to in Schedule 1 are attached to Schedule 1 as Exhibit(s) _____. Schedule 2 to this Agreement lists all assets of CSA that, in its reasonable judgment, exceed \$5,000 each as of the date of this Agreement. Schedule 3 to this Agreement lists all liabilities of CSA as of the date of this Agreement. Schedule 4 to this Agreement constitutes, as of the date of this Agreement, a true and accurate Profit and Loss Statement and Balance Sheet of CSA.

3.6 *Board Recommendation.* The Board of Directors of CSA, at a meeting duly called and held, has duly authorized the execution and delivery of this Agreement.

Representations and Warranties of LSA

LSA represents and warrants to CSA and CFJ as follows, as of the date of this Agreement:

3.7 *Organization and Standing.* LSA is a non-profit corporation duly organized, validly existing and in good standing under the laws of the State of Louisiana, and has the corporate power and authority to enter into this Agreement, and to consummate the transactions contemplated by this Agreement.

3.8 *Corporate Power and Authority.* This Agreement has been duly authorized by all necessary corporate action on the part of LSA. Upon execution and delivery of this Agreement by LSA, this Agreement will constitute the legal, valid and binding obligation of LSA, enforceable against LSA in accordance with its terms.

3.9 *Conflicts.* To LSA's knowledge, the execution, delivery and performance of this Agreement will not (i) constitute a breach of LSA's Articles of Incorporation or Bylaws, any law, rule or regulation, or any material agreement, indenture, deed of trust, mortgage, loan agreement or other material instrument to which LSA is a party or to which LSA is bound; or (ii) constitute a violation of any order, judgment or decree to which LSA is a party or by which LSA's assets or properties are bound or affected.

3.10 *Litigation.* To LSA's knowledge, there are no claims, actions, suits, proceedings or investigations pending or, to LSA's knowledge, threatened in any court, or before any arbitrator or governmental authority, by or against or affecting or relating to LSA. To LSA's knowledge, there are no judgments, injunctions orders or other judicial or administrative mandates outstanding, or to LSA's knowledge, threatened against LSA.

3.11 *Contracts, Assets and Liabilities.* Schedule 5 to this Agreement lists, as of the date of this Agreement, all written and oral contracts, agreements, guarantees, leases and executory commitments of LSA. Copies of all land use agreements referred to in Schedule 5 are attached to Schedule 5 as Exhibit(s) _____. Schedule 6 to this Agreement lists all assets of LSA that, in its reasonable judgment, exceed \$5,000 each as of the date of this Agreement. Schedule 7 to this Agreement lists all liabilities of LSA as of the date of this Agreement. Schedule 8 to this Agreement constitutes, as of the date of this Agreement, a true and accurate Profit and Loss Statement and Balance Sheet of LSA.

3.12 *Board Recommendation.* The Board of Directors of LSA, at a meeting duly called and held, has duly authorized the execution and delivery of this Agreement.

Representations and Warranties of CFJ

CFJ represents and warrants to CSA and LSA as follows, as of the date of this Agreement:

3.13 *Organization and Standing.* CFJ is a non-profit corporation duly organized, validly existing and in good standing under the laws of the State of Louisiana, and has the corporate power and authority to enter into this Agreement, and to consummate the transactions contemplated by this Agreement.

3.14 *Corporate Power and Authority.* This Agreement has been duly authorized by all necessary corporate action on the part of CFJ and by CFJ's contractual duty, if such duty exists, to obtain consent from Chicago Fire® and Major League Soccer®. Upon execution and delivery of this Agreement by CFJ, this Agreement will constitute the legal, valid and binding obligation of LSA, enforceable against CFJ in accordance with its terms.

3.15 *Conflicts.* To CFJ's knowledge, the execution, delivery and performance of this Agreement will not (i) constitute a breach of CFJ's Articles of Incorporation or Bylaws, any law, rule or regulation, or any material agreement, indenture, deed of trust, mortgage, loan agreement or other material instrument to which CFJ is a party or to which CFJ is bound; or (ii) constitute a violation of any order, judgment or decree to which CFJ is a party or by which CFJ's assets or properties are bound or affected.

3.16 *Litigation.* To CFJ's knowledge, there are no claims, actions, suits, proceedings or investigations pending or, to CFJ's knowledge, threatened in any court, or before any arbitrator or governmental authority, by or against or affecting or relating to CFJ. To CFJ's knowledge, there are no judgments, injunctions orders or other judicial or administrative mandates outstanding, or to CFJ's knowledge, threatened against CFJ.

3.17 *Contracts, Assets and Liabilities.* Schedule 9 to this Agreement lists, as of the date of this Agreement, all written and oral contracts, agreements, guarantees, leases and executory commitments of CFJ. Copies of CFJ's agreement with Chicago Fire® and all land use agreements referred to in Schedule 9 are attached to Schedule 9 as Exhibits _____. Schedule 10 to this Agreement lists all assets of CFJ that, in its reasonable judgment, exceed \$5,000 each as of the date of this Agreement. Schedule 11 to this Agreement lists all liabilities of CFJ as of the date of this Agreement. Schedule 12 to this Agreement constitutes, as of the date of this Agreement, a true and accurate Profit and Loss Statement and Balance Sheet of CFJ.

3.18 *Board Recommendation.* The Executive Committee of the Board of Directors of CFJ, at a meeting duly called and held, has duly authorized the execution and delivery of this Agreement.

ARTICLE IV

COVENANTS OF THE PARTIES

4.1 Subsequent to the execution of this Agreement, the Three Clubs will not:

(a) operate other than in the ordinary course of business and as set forth in Article I, above;

(b) enter into any transaction, take any action, or fail to take any action, which would result in, or could reasonably be expected to result in, any of the Three Clubs' respective representations, warranties, disclosures or agreements in this Agreement, or the Schedules and Exhibits to this Agreement, to not be true and complete in all material respects immediately after the occurrence of such transaction;

(c) fail to use reasonable efforts to preserve the Three Clubs' respective present business organization and goodwill intact, including the present business relationships and goodwill with customers, employees, contractors, suppliers, governmental authorities and others having business dealings with the Three Clubs, including but not limited to all land use agreements, other than as set forth in Article I, above;

(d) change or amend the Articles of Incorporation or Bylaws of the Three Clubs, other than as necessary to permit Merger and as approved by all three parties to this Agreement;

(e) sell, assign, transfer, convey, lease, mortgage, pledge or otherwise dispose of or encumber any material assets, or any interests therein, except in the ordinary course of business;

(f) fail to maintain the respective assets of the Three Clubs in substantially their current state of repair, excepting normal wear and tear, or fail to replace, consistent with past practice, inoperable, worn-out or obsolete or destroyed assets;

(g) make any material loans or advances to or investments in any person or entity;

(h) enter into an agreement, or otherwise become obligated, to do any action prohibited under this Agreement.

4.2 *Land Use Agreements.* The Three Parties will take all such other and further actions, consistent with this Agreement, as may be needed to ensure that all land use agreements remain viable following Merger, subject to the rights of rescission contained herein.

Article V

Conditions Precedent

5.1 *CSA's Conditions Precedent.* CSA's obligations under this Agreement are subject to the satisfaction as of the Effective Date of each of the following conditions (the fulfillment of any of which may be waived in writing by CSA):

(a) All terms, covenants and conditions of this Agreement applicable to LSA and CFJ will have been complied with and performed by LSA and CFJ in all material respects, prior to April 30, 2010, including LSA's and CFJ's timely taking of all actions and delivery of all documents required to be taken and delivered by it under this Agreement, including but not limited to all approvals of Merger that must be obtained from LSA's and CFJ's boards of directors and/or membership.

(b) All representations, warranties, disclosures and statements of LSA and CFJ contained in this Agreement will be true and complete in all material respects as of the date of this Agreement and April 30, 2010.

5.2 *LSA's Conditions Precedent.* LSA's obligations under this Agreement are subject to the satisfaction as of April 30, 2010 of each of the following conditions (the fulfillment of any of which may be waived in writing by LSA):

(a) All terms, covenants and conditions of this Agreement applicable to CSA and CFJ will have been complied with and performed by CSA and CFJ in all material respects, prior to April 30, 2010, including CSA's and CFJ's timely taking of all actions and delivery of all documents required to be taken and delivered by it under this Agreement, including but not limited to all approvals of Merger that must be obtained from CSA's and CFJ's boards of directors and/or membership.

(b) All representations, warranties, disclosures and statements of CSA and CFJ contained in this Agreement will be true and complete in all material respects as of the date of this Agreement and April 30, 2010.

5.3 *CFJ's Conditions Precedent.* CFJ's obligations under this Agreement are subject to the satisfaction as of April 30, 2010 of each of the following conditions (the fulfillment of any of which may be waived in writing by CFJ):

(a) All terms, covenants and conditions of this Agreement applicable to CSA and LSA will have been complied with and performed by CSA and LSA in all material respects, prior to April 30, 2010, including CSA's and LSA's timely taking of all actions and delivery of all documents required to be taken and delivered by it under this Agreement, including but not limited to all approvals of Merger that must be obtained from CSA's and LSA's boards of directors and/or membership.

(b) All representations, warranties, disclosures and statements of CSA and LSA contained in this Agreement will be true and complete in all material respects as of the date of this Agreement and April 30, 2010.

5.4 *Conditions Precedent for All Parties.* All parties obligations under this Agreement are conditioned upon the approval of Chicago Fire and Major League Soccer, to the extent that approval is required as part of CFJ's Agreement with Chicago Fire; the assignment of each party's land use agreements to CFJ; the continued existence of CSA and/or LSA under the provisions described above; the fulfillment of any requirements of the Louisiana Soccer Association necessary to maintain full eligibility to participate in Premier and Division One State Cup; CFJ's and, in the event either or both CSA and LSA continue to maintain corporate existence following merger, that each entity maintain its status as a tax exempt entity under the United States Tax Code; that the Three Clubs meet the pre-Merger financial performance thresholds set forth in Exhibit "D", and the fulfillment of any legal condition to the transfer of assets, contracts and debts to CFJ. Each of these conditions must be met on or before April 30, 2010.

5.5 *No Prohibition Against Accelerating Timeline for Completion of Merger.*

If all conditions precedent contained in this Article are fulfilled and all parties consent to proceeding at an earlier date, Merger may occur at any date agreed upon by all parties.

ARTICLE VI

Articles of Incorporation and Bylaws

6.1 *Constitution and Bylaws.* No provision of or amendment to the Constitution and Bylaws of CFJ may include any provision which will constitute reason for the Internal Revenue Service to revoke the status of CFJ as a charitable organization exempt from federal income tax as described in Section 501(c) (3) of the Internal Revenue Code of 1954 or any other corresponding provision of any future United States Internal Revenue Law. A draft of the amended Bylaws that will be presented to CFJ's membership for approval is attached as Exhibit "E".

ARTICLE VII

Termination and Abandonment

7.1 *Termination.* This Agreement may be terminated and the transactions provided for thereby may be abandoned by one or more of the parties at any time on or prior to April 30, 2010 in the event any condition precedent to this Agreement is not fulfilled, and that termination shall be effective immediately upon a party's delivery of a written notice of termination to the other parties to the parties as set forth in Section Nothing in this section shall be interpreted to limit a party's rights enumerated in Article 2, Sections 4 and 5 of this Agreement.

7.2 *Expenses.* In the event of termination, each party will bear its own expenses, if any, incurred in its participation in the Agreement or exit from the Agreement, including but not limited to uniform costs.

7.3 *Employees and Contractors.* In the event of Termination pursuant to Article 7.1, any person who was a employee or contractor of a party terminating the Agreement prior to the effective date of this Agreement will be entitled to exit any

contractual agreement with Lafreniere Soccer Association, Inc., d/b/a Chicago Fire Juniors of Louisiana to resume employment or other contractual relationship with the party terminating the Agreement.

7.4 *No Further Right to Use Fire Marks.* If any party gives written notice of termination of the Agreement, that party's right to use the Chicago Fire® marks shall immediately terminate and any further use of the marks by that party, its employees, members, representatives or agents shall be actionable by CFJ, Chicago Fire or Major League Soccer.

ARTICLE VIII

Miscellaneous

8.1 *Successors and Assigns.* Neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be assigned by any of the parties to this Agreement without the prior written consent of the other party. Subject to the preceding sentence, this Agreement shall be binding upon, inure to the benefit of, and be enforceable by CSA, LSA, CFJ and their respective successors and assigns.

8.2 *No Third-Party Beneficiaries.* There are no third party beneficiaries of this Agreement.

8.3 *Entire Agreement.* This Agreement sets forth the entire understanding of the parties with respect to its subject matter, it supersedes any and all previous communications, understandings, oral or written, and cannot be amended or changed except in writing, signed by the parties.

8.4 *Interpretation.* This Agreement has been reviewed by the parties and their counsel and all parties have participated in the drafting of the entirety of this Agreement. Therefore, any ambiguous language in this Agreement will not necessarily be construed against any particular party as the drafter of such language.

8.5 *Severability.* The provisions of this Agreement will be deemed severable, and if any provision or part of this Agreement is held illegal, void or invalid under

applicable law, such provision or part may be changed to the extent reasonably necessary to make the provision or part, as so changed, legal, valid and binding. If any provision of this Agreement is held illegal, void or invalid in its entirety, the remaining provisions of this Agreement will not in any way be affected or impaired but will remain binding in accordance with their terms.

8.6 *Counterparts.* This Agreement may be executed in counterparts, which together shall constitute one and the same Agreement. The parties may execute more than one copy of the Agreement, each of which shall constitute an original.

8.7 *Governing Law and Venue.* This Agreement shall be governed by the laws of the State of Louisiana. Venue for any dispute arising under this Agreement shall be the 24th Judicial District of Louisiana.

8.8 *Notices.* All notices required under this Agreement are deemed effective upon hand delivery to the president of CSA, LSA and/or CFJ or by delivery through national overnight carrier with signature by an agent for the receiving party to each party at the following addresses: _____.

8.9 *Privity of Contract.* Nothing in this Agreement provides CSA or LSA with a contractual relationship with Chicago Fire® or Major League Soccer®. Both CSA and LSA specifically acknowledge that nothing in this Agreement nor any act performed or not performed by any party to this Agreement will give rise to any cause of action against Chicago Fire® or Major League Soccer®.

8.10 *No Cause of Action Against the Parties' Officers, Directors or Agents.* Recognizing that CSA, LSA and CFJ are not for profit, volunteer based organizations, all parties agree that nothing in this Agreement nor any act performed or not performed by any party to this Agreement will give rise to any cause of action against any of the parties' officers, directors or agents, including but not limited to any person who provides assistance in the drafting of this Agreement or the parties' performance of due diligence prior to entering this Agreement.

IN WITNESS WHEREOF, CSA, LSA and CFJ, pursuant to the approval and authority duly given by resolutions adopted by their respective Boards of Officers, have caused this Partnership Agreement, Operating Agreement and Plan of Merger to be executed by an authorized representative of each party to this Agreement.

**CARROLLTON SOCCER
ASSOCIATION, INC.**

By:
Its:

**LAKEVIEW SOCCER
ASSOCIATION, INC.**

By:
Its:

**LAFRENIERE SOCCER
ASSOCIATION, INC. (D/B/A
CHICAGO FIRE JUNIORS OF
LOUISIANA)**

By:
Its:

Approved By:

Chicago Fire®