



EXECUTIVE SUMMARY OF OFFERING TERMS

This Executive Summary (this “*Summary*”) is being furnished to you in connection with that certain Private Placement Memorandum dated as of June 15, 2018 (the “*Memorandum*”), describing an offer and sale (the “*Offering*”) by CHICAGO CITY SC WPSL, LLC, an Illinois limited liability company (the “*Company*”), of up to One Thousand Four Hundred (1,400) “Class A” membership units of the Company (each a “*Unit*” and collectively, the “*Units*”) being made to you. Capitalized terms used and not defined in this Summary have the meaning given such term in the Memorandum.

This Summary is intended to identify certain key terms of the Offering and the Units. **This Summary is intended for quick reference ONLY and is NOT intended to be complete.** The Memorandum and the other “Subscription Documents” (as defined in the Memorandum) describe numerous aspects of the Company and the Units that are considered material in more detail, including the rights, obligations, and risks to you in connection with the Offering and an investment in the Units. **You are strongly urged to read the Memorandum and each of the other Subscription Documents in their entirety and NOT to rely upon this Summary.**

- **Summary of the Company and the Business:** (For a more detailed discussion, see Article II of the Memorandum)

- Investment Description: The Company was formed for the primary purposes of operating the Business (as defined below). The Company desires to allow for outside equity investment in the Company by selling the Units made part of the Offering.
- Business Description: The Company is a newly established entity which was formed primarily to own, operate and manage a soccer team (the “*Team*”), known under the name of “Chicago City SC” or “Chicago City Soccer Club,” which competes in the “Women’s Premier Soccer League” (the “*WPSL*”). The WPSL is an independent, highly competitive, national soccer league whose main focus is on the development of highly competitive premier women’s soccer teams. The WPSL currently has over 110 teams participating from all over the United States and is officially sanctioned by the United States Adult Soccer Association (USASA) (who is an affiliate of the United States Soccer Federation (USSF), the ruling body of soccer in the United States, and the Fédération Internationale de Football Association (FIFA), the world’s ruling body for soccer). The WPSL’s season runs from May 1st to August 1st and there is a league championship tournament that is held during July.

As used herein, the term “*Business*” refers to the Company’s ownership, operation and management of the Team. The “Supplementary Offering Materials” (as defined in the Memorandum) made available to you contain certain financial statements and other information regarding the Team and the Company’s current and expected ownership and operation of the Team.

- Management: The Company is, and will be, managed solely by JOSEPH (“Josh”) D. WRIGHT, NICK MULVANEY and HEATHER BICKERTON (*each such person being referred to herein individually as a “Manager” and collectively as the “Managers”*). For the avoidance of doubt, the Managers are “Class B Members” (*as defined in the Memorandum*) and own the overwhelming majority of the “Class B” membership units of the Company.

In addition to the Managers there may be certain other officers of the Company (*individually and collectively, the “Officers”*) appointed from time to time to assist the Manager in the day to day operations of the Company and/or the Business. That being said, other than the Managers of the Company does not currently have any Officers or full time employees.

The Operating Agreement outlines the rights, duties, responsibilities, obligations and powers of the Managers and the other Officers of the Company and **you are strongly urged to consult the Operating Agreement for a detailed description of the same.**

- Offering Expenses: In connection with the Offering, the Company will pay, or otherwise be required to pay, the following (the “*Offering Expenses*”):

- a service fee to be paid to VestLo, as compensation for certain portal and related services performed in connection with posting, facilitating and conducting the Offering; and
- certain legal, accounting, marketing, and professional/consultant fees, and other expenses, in connection with the negotiation, documentation and marketing of the Offering.

The Company intends to pay such Offering Expenses, in part, from the income received by the proceeds of the Offering, HOWEVER, all amounts paid by purchasers of the Units will be deemed to have been paid, and will be recorded in the books and records of the Company, in full, without offset for the payment of such expenses by the Company.

- Ongoing Operating Costs: In addition to the Offering Expenses, it should be noted that the Company anticipates that it will likely incur certain other fees and expenses related to the Business (*the “Operating Costs”*). Such Operating Costs may include the payment of:

- costs and expenses related to the continued management and operation of the Business (*including certain marketing, management, travel fees (and the like) related to the Team*);
- salaries, benefits and other amounts payable to the Managers and/or the Officers and such other employees and/or consultants retained by the Company from time to time (*if any*); and
- certain related legal, accounting, marketing, and professional/consultant fees, and other expenses.

The amount and type of all Operating Costs incurred by the Company will be at the sole discretion of the Managers and the Company intends to pay such Operating Costs from the proceeds (*if any*) generated by the operation of the Business. As an expense of the Company, the full amount of all such accrued and unpaid Operating Costs will be

required to be paid prior to any distributions being made by the Company to its members. **As a result, and for the avoidance of doubt, the members of the Company (including the holders of the Units) will not be eligible to receive distributions from the Company unless and until all Operating Costs have been fully paid.**

○ Capitalization:

It is anticipated that, following the closing of the Offering:

- the investors purchasing Units will, collectively, own:
 - in total, one hundred percent (100%) of the issued and outstanding “Class A” membership units of the Company; and
 - in total, approximately fifty percent (50%) of the total issued and outstanding equity interests of the Company; and
- the Class B Members will, collectively, own one hundred percent (100%) of the issued and outstanding “Class B” membership units of the Company and, in total, approximately fifty percent (50%) of the total issued and outstanding equity interests of the Company.

It should be noted that the percentages above are estimates based on the assumption that the full proposed amount of the Offering is raised, and that the Offering is closed, and are thus subject to change. The final percentages will be calculated on the Closing Date based on the total amount of Units actually purchased.

○ Material Ownership:

As of the date of the Memorandum, JOSEPH (“Josh”) D. WRIGHT, NICK MULVANEY, and HEATHER BICKERTON (*i.e. the Managers*) are the only persons who hold ten percent (10%) or more of the “Class B” membership units (*i.e. the voting equity interests*) of the Company.

• **Summary of the Offering:** (*For a more detailed discussion, see Article III of the Memorandum*)

- Offered Securities: The Company is offering to sell up to 1,400 Units (*i.e. \$70,000 worth of Units*).
- Offer Price: \$50 per Unit.
- Min./Max. Investment Amount Per Investor:
 - Minimum: 1 Unit (*i.e. \$50*). No fractional Units are being offered for sale. It should be noted however that each Unit investor will be required to also agree to purchase, from the Company, one or more Season Tickets (based on the total number of Units purchased) to the 2019 regular season matches of the Team as discussed below.
 - Maximum: 100 Units (*i.e. \$5,000*), unless the investor qualifies as an “Accredited Investor” (*as defined in the Memorandum*) in which case such maximum investment amount would not apply.
- Min./Max. Offering Amount:
 - Minimum: \$35,000
 - Maximum: \$70,000
- Eligible Investors: The Offering will only be made to, and available for investment by, residents of the State of Illinois.

- Cancellation Right: **You may cancel your submitted subscription to purchase Units (in whole or in part) any time during the first five (5) business days from the date the Purchase Amount has been paid to the Escrowee.** This cancellation right may be exercised by timely notifying the Company of your intent to cancel. If this cancellation right is timely exercised, any payments made by you with respect to the Units (*or cancelled portion thereof*) will be promptly refunded to you, without interest. If this cancellation right is not timely exercised, it will be deemed waived.
- Investment Term: **INDEFINITE.** There is no planned or expected exit strategy with respect to the sale (*or other transfer or divestment of*) of any of the Units which are the subject of the Memorandum and the other Offering Documents.
- Escrowee/ Escrow: FREEBORN & PETERS LLP will act as the escrowee (*the “Escrowee”*) for the Offering. Any and all payments for Units (*to the extent received*) will be deposited with the Escrowee and held, in escrow and without interest, in that certain account of the Escrowee (*the “Escrow Account”*), until the earlier of the closing or termination of the Offering; or, with respect to a particular investor, the date such investor’s Unit subscription is either rejected by the Company or effectively canceled by such investor (*as discussed above*).

PLEASE NOTE, while all amounts received with respect to the purchase of Units while the Offering remains open will be held by the Escrowee, **no investor will be required to submit payment for their respective subscribed Unit(s) unless and until the Company is able to close the Offering and the Closing Notice (as defined in the Memorandum) is delivered.**

For a more detailed discussion, please see Article III, Section 2 of the Memorandum.

- Closing of Offering: Once the Company has accepted subscriptions for Units in an amount equal to, or greater than, \$35,000, it may establish a date to close the Offering (*the “Closing Date”*), provided such Closing Date will be on or after the date which is five (5) business days after the last Unit subscription accepted by the Company.

For a more detailed discussion, please see Article III, Section 3 of the Memorandum.

- Expiration Date: The Offering is expected to expire on the earlier of the following (*such date, the “Expiration Date”*):
 - the date that all of the Units are sold; or
 - the close of business on September 30, 2018, unless sooner terminated or extended by the Company;

provided, that: (a) the Company may extend the period for accepting subscriptions until the date that is one (1) year from the date of the first sale of Units made as part of the Offering upon the election of the Company; and (b) the Offering may be withdrawn, cancelled or terminated by the Company, for any reason and without notice to any investor or potential investor, at any time prior to the Expiration Date.

- Use of Proceeds: The proceeds from the Offering will be used to pay certain initial Operating Costs and to establish a reserve for the future Operating Costs and other working capital needs of the Business.

○ Potential Termination of Offering and Return of Proceeds:

The Company anticipates that the aggregate investment proceeds received by the Company from the proceeds of the Offering, together with all other capital to be received by the Company (*i.e. such funds as may be contributed by the Class B Members*), will be more than sufficient to fully cover all Offering Expenses and all initial Operating Costs. Put simply, it is expected that the amount of capital received by the Company will, after payment of the Offering Expenses, be sufficient to fund the initial working capital needs of the Company and the Business.

If, at any time prior to the Expiration Date, the Managers (*in their discretion*) determine that the aggregate amount of capital then received or receivable by Company is insufficient to fully cover all Offering Expenses and all initial Operating Costs, or the completion of the Offering is not otherwise in the best interest of the Company, the Managers may cancel the Offering. In the event of such cancellation:

- any and all subscriptions to purchase Units will be deemed immediately cancelled in their entirety;
- the Company will promptly notify each previously subscribing investor of the cancellation of the Offering and their respective subscriptions;
- any payments made by a subscribing investor to the Escrowee with respect to their respective subscribed Units will be promptly refunded to such investor without interest;
- neither the Company nor VestLo (*nor any of their respective officers, directors, employees, or agents*) will have any further obligation, or any liability whatsoever, with respect to any subscribing investor in connection with such termination.

○ Required Purchase of Season Ticket(s):

As a requirement to the purchase of a Unit, each investor will be required to also agree to purchase, from the Company, a season ticket to the 2019 regular season matches of the Team (*each a “Season Ticket”*). For investors who desire to purchase more than one (1) Unit, they will be required to purchase one (1) Season Ticket per Unit; subject to a maximum requirement of four (4) Season Tickets regardless of whether the total number of Units purchased exceeds four (4) Units. The price of a Season Ticket is expected to range between Fifty Dollars (\$50) and Sixty Dollars (\$60) per ticket depending on the selected seating area.

Further, each holder of a Unit will be required to annually renew the purchase of, and pay for, their respective Season Ticket(s) in order to maintain access to the Additional Investor Benefits (*see “Additional Investor Benefits” below*). For the avoidance of doubt, a Unit holder will be required to renew, and keep in good standing, their respective Season Ticket(s) in order to keep their Additional Investor Benefits **ONLY** and such holder will not lose their Units (*or any rights to or under such Units*) if they no longer renew/maintain such Season Tickets.

• Summary of the Units: (*For a more detailed discussion, see Article IV of the Memorandum*)

- Voting Rights: The Units will be NON-VOTING and will represent an economic interest in and to the Company and its assets only.
- Transfers Rights: Except as specifically permitted in the Operating Agreement or with the Managers’ prior written consent, you will not be able to assign, transfer or otherwise dispose of your Units. However, the Operating Agreement does provide for several “permitted transfers” which will not require the consent of the Managers.

- Preferred Return/ Participation Percentage: As a holder of an offered Unit you will be entitled to receive a non-compounded, preferred return, on their aggregate investment amount (*or such unreturned portion thereof*) at a fixed rate, per annum, equal to six percent (6%) (*the “Preferred Return Amount”*). While the ability of the Company to actually make any distribution will be limited to its then amount of available (and not otherwise reserved) funds, the Company intends to make quarterly payments of the Preferred Return Amount to the Unit holders.

In addition to the Preferred Return Amount, the holders of the offered Units will, as a group, be entitled to receive up to fifty percent (50%) (*as calculated pursuant to the terms of the Operating Agreement*) of any and all other distributions to be made by the Company, if any (the “*Class A Participation Percentage*”).

- General Distributions: The Company’s sole expected source of distributable cash will be the cash flow, if any, generated from the Business. Accordingly, investors of the Units will not, and should not expect to, receive distributions unless, and until, the Company receives income from the Business. Further, distributions will be made to the Members of the Company at such time, and in such manner as, is determined by the Managers in their sole discretion.

To the extent authorized, all distributions of income from the Company will be distributed by the Company to its Members in the following order, proportion and priority:

- Tier 1: First, one hundred percent (100%) of all distributions will be paid to the holders of the Units (*as a group with such amount to be allocated among them, pro rata, based on their respective interests*) until each Unit holder has received cumulative distributions equal to their respective then accrued unpaid Preferred Return Amount, if any; then
- Tier 2: Second, one hundred percent (100%) of all distributions will be paid to the holders of the Units (*as a group with such amount to be allocated among them, pro rata, based on their respective interests*) until each Unit holder has received cumulative distributions equal to their respective then unpaid investment amount; then
- Tier 3: Any and all remaining amounts will be first split:
 - fifty percent (50%) (*i.e. the Class A Participation Percentage*) to the holders of the Units, with such portion allocated to the Unit holders to be paid to, and among, such persons pro rata, based on their respective interests; and
 - fifty percent (50%) (*i.e. 100% - the Class A Participation Percentage*) to the Class B Members with such portion allocated to the Class B Members to be paid to, and among, such persons pro rata, based on their respective interests.

For the avoidance of doubt, the Class B Members will not be entitled to receive any distributions from the Company unless and until the holders of the Units have each received an amount equal to their original investment amount respective plus the then accrued and unpaid Preferred Return Amount.

Further, the above waterfall provisions do **NOT** mean that you will, or should expect

to, receive an actual return on your investment. This **ONLY** means that, to the extent the Company's Business is profitable and the Company elects to make distributions to its members, the Company will be required to pay such amounts in the order, proportion and priority provided above.

For an illustration of how the above distribution provisions work, please see Article II, Section 5 of the Memorandum.

- Tax Distributions: NONE.
- Fiscal Year: The Company's fiscal year-end is intended to be December 31, subject to adjustment by the Managers.
- Tax Classification: The Company has elected to be taxed as a partnership for federal income tax purposes. As a result, the Company itself will not be subject to federal income tax and, in general, as an investor you will be required to include your allocable share (if any) of the items of the Company's income, gain, loss, deduction and credit in computing your federal income tax liability, regardless of whether the Company has made corresponding distributions to you.
- Preemptive Rights: NONE.
- Drag Along Rights: YES. Pursuant to the Operating Agreement, if the Class B Members of the Company intend to sell all, or less than all, of their membership interests in the Company (*other than in connection with a public offering*) to a third-party, then the holders of the Units will, at the sole election of the Class B Members, be obligated to sell their Units to the same third-party purchaser on the same terms.
- Tag Along Rights: NONE.
- Additional Investor Benefits: In addition to all other rights Unit holders are entitled to receive as provided herein, each holder of a Unit(s) will, for so long as they have and maintain their respective Season Ticket(s) (*and subject to availability and applicable terms and restrictions*), be entitled to the following (*individually and collectively, the "Additional Investor Benefits"*):
 - access to priority seating;
 - receive select discounts with respect to the purchase of Team merchandise;
 - attend select pre-game/post-game events with Team & staff; and
 - receive additional/advanced notice of material Team matters (including changes in Team staff, schedule, ticket prices, etc.).

Any Unit holder who fails to fully pay for their subscribed Season Ticket(s), when due in any given year, will be deemed to have waived and lost all of his/her/its Additional Investor Benefits for such year (*unless such Season Ticket(s) are paid in full and the Managers approve reinstatement of such rights*). For the avoidance of doubt, a Unit holder will be required to renew, and keep in good standing, their

respective Season Ticket(s) in order to keep their Additional Investor Benefits **ONLY** and such holder will not lose their Units (*or any rights to or under such Units*) if they no longer renew/maintain such Season Tickets.

• **Summary of Risk Factors:** (*For a more detailed discussion, see Article V of the Memorandum*)

- **Company Risks:** (*certain risks related to the Company in general*)

The sole material asset of the Company will be its interest in the Team. Any investment in a company which only owns a single asset (*or single type of asset*) will be materially affected by the value of such asset and any substantial decline in the value of such asset would be detrimental to the holding company. As the Company's only material assets will be its interest in the Team, the Company's interest will not be diversified and it will be subject to a greater risk of loss than if its investments were diversified. If the value of the Team is materially adversely affected, and/or otherwise fails to monetize, it will be materially detrimental to the success and profitability of the Company and you will recognize a loss of all or a part of your investment in the Units.

The Operating Agreement allows the Company's members, the Managers (*and their respective affiliates*) and the Officers to own an interest in, or otherwise be involved (*directly or indirectly*) with the management of, other companies. Further, the Company may, from time to time (*subject to the terms of the Operating Agreement*), do business with one or more entities owned by (*or otherwise affiliated with and/or under the direct or indirect control of*) one or more such related parties, provided such agreements will substantially reflect commercially reasonable terms. Notwithstanding the foregoing, contracts between the Company and such related entities have inherent conflicts of interest, will not have been the result of arms' length negotiations or third-party bidding, and may not represent industry standard terms.

Please see Article V, Section 1, of the Memorandum for additional "Company Risks," if any.

- **Business Risks:** (*certain risks related to the Business*)

The Company anticipates that the aggregate investment proceeds received by the Company (*i.e. from the proceeds of the Offering together with all outside funds received by the Company*), together with the income to be received from the Business, will be more than sufficient to fully cover all expenses of the Company (*i.e. the Offering Costs and all initial Operating Costs*) resulting, ultimately, in certain distributions being made by the Company to you and the other investors in the Company. In the event that these assumptions prove to be inaccurate in any material respect the Business may fail to monetize and/or you may recognize a loss of all or a part of your investment in the Units.

The Company is a newly formed entity with no significant assets and no existing business which has been formed for the sole purpose of owning and operating the Team. A significant capital infusion is necessary, and subsequent capital infusions may be necessary, in order to make the Company's business plan viable. Further there can be no assurance that the proposed Business will be profitable. Accordingly there is no guarantee that the Company will ever realize any significant operating revenues, or that its operations ever will be profitable and you may lose all, or a substantial part, of your investment.

Despite the fact that the Team is up and running, the profitability of the Business must be considered in light of the problems, expenses, difficulties, risks, and

complications frequently experienced by any new venture (*particularly a sports team related venture*), many of which are beyond the control of the Company and its management. Accordingly there is no guarantee that the Company will, or will otherwise continue to, realize any significant operating revenues, or that the Business will ultimately be profitable, and neither the Company nor the Managers make any representations or warranties regarding the prospects for success of the Company or its ownership of the Team In the event the Business is not as profitable as expected (*for whatever reason*) you may lose all, or a substantial part, of your investment in the Units.

The operation and viability of the Business will be highly dependent on the efforts of the Managers and certain other existing key personnel of the Company and of the Team. If the Company was to lose the services of such existing key personnel, or any of them for whatever reason, and it was unable to locate suitable replacements, the viability and profitability of the Business may be materially adversely affected and you may recognize a loss of all or a part of your investment in the Units.

Please see Article V, Section 2, of the Memorandum for additional “Business Risks,” if any.

- **Market Risks:**
(certain risks related to the general marketplace where the Business is located)

The Team will compete with other similarly situated and better capitalized competitors in the Chicago and Chicagoland markets, of which there are several, to attract fans/customers. Given the potentially significant competition in the subject market, there is no guaranty that the Team will be successful in in attracting fans/customers or in generating favorable returns, which would materially and adversely affect the viability and profitability of the Business.

Please see Article V, Section 3, of the Memorandum for additional “Market Risks,” if any.

- **Investment Risks:**
(certain risks related to an investment in the Units)

An investment in the Units involves a high degree of risk and there is no guaranty that the Company will be profitable. As a result, you may suffer a substantial (*or even a complete*) loss of your investment in the Units.

The Units are NON-VOTING and represent only an equity interest in and to the Company and its assets. The holders of such Units will NOT, to the fullest extent permitted by applicable law, have a vote on any matter requiring the consent of the members of the Company. Accordingly you will have little to no right to exercise any control over, or otherwise offer input into, the operation of the Company and/or the Business.

There is no planned or expected exit strategy with respect to the sale (*or other transfer or divestment of*) of any of the Units which are the subject of this Memorandum and the other Offering Documents. As a result, you will be expected to hold your Units for an indefinite period of time.

An investment in the Units is long-term. The Company has not registered, is not under any obligation to register, and does not intend to register the Units with any regulatory authorities at any time in the future. As a result, the Units are, and will be, extremely illiquid which materially impairs the ability of Unit holders to easily dispose of their holdings should the need arise. Further, there currently is no market for the Company’s Units and it is highly unlikely that any such market will develop in the near future.

Although it may be possible, after a period of time, under certain limited circumstances and subject to the terms of the Operating Agreement, to dispose of the Units, you should not expect a market for the Units will exist at any time in the future. Accordingly, due to the restrictions on transferability of, and the lack of any market for, the Units an investment in the Units is long-term and you will probably not be able to liquidate your investment in the Units in the event of an emergency or for any other reason (*at least not in a timely manner and/or without a substantial loss of your investment*).

The Company's sole expected source of distributable cash will be the cash flow, if any, generated from the Business. While the Company intends to pay certain distributions in the future, there can be no assurance that cash flow or profits from the Business (*or otherwise*) will allow such distributions to be made.

The Offer Price, the Minimum Investment Amount and the Minimum Subscription Amount have been arbitrarily determined by the Company's management without regard to the Company's assets or earnings or the lack thereof, book value or other generally accepted valuation criteria and does not represent, nor is either intended to imply, that the Units being offered have a market value or could be resold at that price, even if a sale were permissible.

An investment in the Units involves various income tax risks.

Please see Article V, Section 4, of the Memorandum for other "Investment Risks," if any.

- ***Additional Risks:*** (certain additional risks which may affect the Units and/or the rights of investors in connection with an investment in the Units) The Units of this Offering have not been registered under the Securities Act or the Illinois Securities Act and are being sold pursuant to an exemption from registration under both the Securities Act and the Illinois Securities Act. As a result, you will not be afforded many of the protections available under the Securities Act and the Illinois Securities Act with respect to your investment in the Units.
Please see Article V, Section 5, of the Memorandum for other "Additional Risks," if any.