



March 5, 2026

BOSTON SOCCER 2026 CORP.
One Patriot Place
Foxborough, MA 02035

RE: Advance Funding of Approved Expenditures in connection with the FIFA World Cup

Ladies and Gentlemen:

Kraft Sports and Entertainment LLC ("KSE") regularly conducts events at the stadium commonly known as "Gillette Stadium" in Foxborough, Massachusetts (the "Stadium"). Boston Soccer 2026 Corp., a Delaware corporation ("BS26"), leads the strategic planning and coordination of the seven FIFA World Cup (the "World Cup") matches to be played at the Stadium in 2026. BS26, in conjunction with FIFA, and relevant government agencies, in accordance with an agreed governance structure, is responsible for coordinating all necessary public safety and security resources required for the World Cup games and activities that will take place in and around the Stadium (the "Services"), including from the Town of Foxborough (the "Town"). In connection therewith, BS26 has requested that KSE provide it with sufficient liquidity to support the funding of certain expenditures of BS26, as further provided herein.

The Town has applied for funding for all or a portion of the Services that the Town will provide and related required capital purchases, under the FIFA World Cup Grant Program (the "Grant Program"), which is administered by the U.S. Department of Homeland Security through the Federal Emergency Management Association ("FEMA") and the Massachusetts Office of Grants and Research ("OGR"). Under the Grant Program, funds may be made available to reimburse the Town, in whole or in part, for expenditures of the Town made on labor and personnel costs incurred in connection with the Services (such expenditures, to the extent approved by FEMA and OGR in accordance with the Grant Program and the laws, regulations and rules related thereto, the "Grant Expenditures"). It is expected that FEMA may disburse such funds to OGR, which may, in turn, disburse such funds to BS26, which may, in turn, disburse some of such funds to the Town to reimburse Grant Expenditures in accordance with Grant Program rules. All of the foregoing grant funding programs are discretionary and are not guaranteed to provide funding of any amount, if any, to the Town for Expenditures; nor is there any certainty as to the timing of any such grant funding.

In connection with the Services, BS26 will (x) purchase or lease or, (y) at BS26's option, provide additional funds to the Town for the Town to acquire, certain goods and equipment listed on Exhibit A attached hereto (the "Equipment"). Not later than two business days after the Town has issued the event license for the playing of World Cup matches at the Stadium (the "License"), BS26 will identify to the Town and to KSE which items of Equipment (1) will be purchased or



leased by BS26 (the "BS26 Equipment" and the expenditures required to be made by BS26 to purchase and/or lease the BS26 Equipment are referred to herein as the "BS26 Equipment Expenditures") and (2) will be purchased by the Town with funds that BS26 provides to the Town (the "Town Equipment"; the funds provided by BS26 to the Town to enable the Town to purchase the Town Equipment are referred to herein as the "Town Equipment Expenditures"; the Town Equipment Expenditures, together with the BS26 Equipment Expenditures, collectively, are referred to herein as the "Equipment Expenditures"; and the Equipment Expenditures, together with the Grant Expenditures, collectively, are referred to herein as the "Approved Expenditures").

BS26 has requested that KSE provide an assurance to BS26 that it will have timely access to funds for the payment of Approved Expenditures, and, subject to the terms and conditions set forth herein, KSE has agreed to provide BS26 with a binding commitment for funding ("Expenditure Advancements") for all of such Approved Expenditures.

Accordingly, the parties hereto agree as follows:

1. Agreements of KSE.

- a. KSE agrees to make Expenditure Advancements to BS26 in accordance with this letter agreement; provided, that, the aggregate amount of Expenditure Advancements made to fund Equipment Expenditures shall not exceed \$1,512,490. Expenditure Advancements shall be made available to BS26 in minimum amounts of \$100,000 from time to time upon request of BS26 from March 5, 2026 until July 31, 2026. No amount repaid to KSE with respect to the Expenditure Advancements may be re-advanced hereunder.
- b. The obligation of KSE to make any Expenditure Advancement shall be subject to the following conditions precedent:
 - i. BS26 shall have provided KSE with a written request for such Expenditure Advancement, signed by an authorized officer of BS26, which shall (1) specify the amount of the Expenditure Advancement, (2) specify the deposit account of BS26 to which such Expenditure Advancement is to be made, (3) specify the date on which the Expenditure Advancement is to be made, (4) certify that BS26 is required to make a payment in the amount of the requested Expenditure Advancement not more than 2 business days after such date in respect of an Approved Expenditure and (5) specify, in detail, such Services and/or Equipment with respect to which such Approved Expenditure is to be made. The parties agree that the foregoing request shall be made on the form attached hereto as Exhibit B.
 - ii. BS26 shall have delivered to KSE (1) complete and correct copies of unpaid invoices, receipted bills and all other documentation ("Invoices") provided to BS26 in connection with such Services or such Equipment, which shall be reasonably acceptable to KSE, and (2) if such Expenditure

Advancement is made to fund a Grant Expenditure, confirmation that such Invoices properly request reimbursement of such Grant Expenditures in accordance with the Grant Program.

- iii. BS26 shall have complied with the terms and conditions of this letter agreement.
- c. KSE shall, upon request, provide reasonable cooperation and access to BS26 in connection with any audit, inquiry or similar action by FEMA, OGR or any other applicable government authority in connection with the Grant Program.
- d. KSE represents and warrants to BS26 that KSE is: (A) a duly organized and validly existing limited liability company under the laws of Delaware which is authorized to do business under the laws of the Commonwealth of Massachusetts; and (B) has all requisite power and authority to enter into this letter agreement and to carry out the transactions contemplated hereby. KSE further represents and warrants that: (i) the execution, delivery and performance by KSE of this letter agreement have been duly authorized by all necessary organizational action; and (ii) this letter agreement has been duly executed and delivered by KSE and is the legally valid and binding obligation of KSE, enforceable against KSE in accordance with its terms.

2. Agreements of BS26.

- a. To secure payment and performance of all obligations of BS26 hereunder, including the potential repayment of the Expenditure Advancements in accordance with the terms hereof, BS26 hereby grants, and continues to grant, to KSE a security interest in and continuing lien on BS26's right, title and interest in, to and under the following, whether now or hereafter existing or in which BS26 now has or hereafter acquires an interest and wherever the same may be located:
 - i. the BS26 Equipment;
 - ii. all books and records relating to the foregoing; and
 - iii. all proceeds, products, replacements and accessions in respect of any of the foregoing.
- b. BS26 shall repay an Expenditure Advancement on the earlier to occur of (x) the second (2nd) business day following the date on which BS26 has received payment for the Approved Expenditures with respect to which such Expenditure Advancement was made and (y) November 30, 2026. All repayments hereunder shall be made in cash, and free and clear of and without condition or deduction for any counterclaim, defense, recoupment or setoff.

unenforceable (a) the legality, validity and enforceability of the remaining provisions of this letter agreement shall not be affected or impaired thereby and (b) the parties shall endeavor in good faith negotiations to replace the illegal, invalid or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the illegal, invalid or unenforceable provisions. In the event that any dispute between the parties hereto should result in arbitration or litigation, the prevailing party in such arbitration or litigation shall be reimbursed for all reasonable costs incurred in connection therewith, including, without limitation, reasonable and documented attorneys' fees. Each of the parties hereto hereby consents and submits to the non-exclusive jurisdiction of any court of the Commonwealth of Massachusetts sitting in Norfolk County, Massachusetts in any suit, action or proceeding arising out of or relating to this letter agreement.

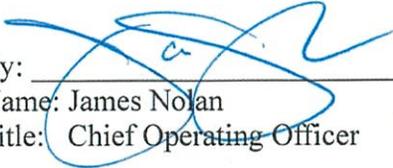
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Very truly yours,

KRAFT SPORTS AND ENTERTAINMENT
LLC

By: Kraft Patriots Inc., its manager

DocuSign Envelope ID:

By:  _____

Name: James Nolan

Title: Chief Operating Officer

DocuSign Envelope ID:

DocuSign Envelope ID:

DocuSign Envelope ID:

Acknowledged and agreed:

BOSTON SOCCER 2026 CORP.

DocuSigned by:

By: _____
Name: Michael Loynd
Title: President

Exhibit A
List of Equipment
[attached]

DocuSign Envelope ID: "

DocuSign Envelope ID: "

DocuSign Envelope ID: "

DocuSign Envelope ID: "

Exhibit B

Form of Request for Expenditure Advancement

[attached]

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Docusign Envelope ID: [faded]

DB1 /

BOSTON SOCCER 2026 CORP.
One Patriot Place
Foxborough, MA 02035

March __, 2026

KRAFT SPORTS AND ENTERTAINMENT LLC

One Patriot Place
Foxborough, MA 02035

RE: Request for Expenditure Advancement

Ladies and Gentlemen:

Reference is hereby made to that certain letter agreement re: Advance Funding of Approved Expenditures under the FIFA World Cup Grant Program, dated as of March 5, 2026 (the "Letter Agreement"), by and between Kraft Sports and Entertainment LLC, a Delaware limited liability company ("KSE"), and Boston Soccer 2026 Corp. ("BS26"). Capitalized terms that are used but not otherwise defined in this Request for Expenditure Advancement (this "Request") shall have the meanings set forth in the Letter Agreement.

BS26 hereby requests an Expenditure Advancement on the following terms:

- 1) Amount: \$ _____
- 2) Deposit account of BS26 to which such Expenditure Advancement is to be made:

- 3) Date on which Expenditure Advancement is to be made: _____, 2026 (the "Expenditure Advancement Date")
- 4) Such Expenditure Advancement is to be made to pay an Approved Expenditure (the "Specified Expenditure").
- 5) The Services and/or Equipment with respect to which such Specified Expenditure is to be made are described on Annex A attached hereto.

The undersigned BS26:

Ladies

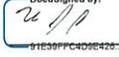
- a) certifies to KSE that BS26 is required to make a payment in the amount of such Expenditure Advancement not more than 2 business days after the Expenditure Advancement Date in respect of the Specified Expenditure;
- b) [the Invoice for the Specified Expenditure properly requests reimbursement of the Specified Expenditure in accordance with the Grant Program;]¹ and
- c) represents and warrants to KSE that the Specified Expenditure is an Approved Expenditure for which BS26 has not otherwise received payment or reimbursement.

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¹ This clause (b) to be used only if the Specified Expenditure is a Grant Expenditure.

Very truly yours,

BOSTON SOCCER 2026 CORP.

By:  _____
Name:
Title:

Annex A to Request for Expenditure Advancement

Description of Services and/or related capital purchases with respect to which the Specified
Expenditure is to be made