

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

March 11, 2026

Bill Yukna, Chair  
Stephanie A. McGowan, Vice Chair  
Amy LaBrache, Clerk  
Mark S. Elfman  
Debbie Giardino  
Town of Foxborough  
Foxborough Town Hall  
40 South Street  
Foxborough, MA 02035

Paige Duncan  
Town Manager  
Town of Foxborough  
Foxborough Town Hall  
40 South Street  
Foxborough, MA 02035

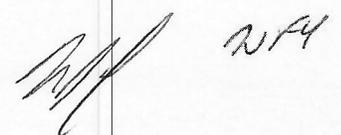
RE: Deposit to Purchase Equipment and Agreement to Pay Invoices for Security Services for World Cup Matches

Ladies and Gentlemen:

Fédération Internationale de Football Association (“FIFA”) has expressed to Boston Soccer 2026 Corp. (“BS26”) its deep concern about whether the Town of Foxborough, Massachusetts (the “Town”) will issue the necessary event license (the “License”) in order to permit BS26 to host FIFA World Cup games at Gillette Stadium (the “Stadium”) in Foxborough, Massachusetts (“Foxborough”) in 2026. FIFA has further indicated to BS26 that, absent receipt this week of adequate assurances from the Town that FIFA will be issued the License by the Town at the meeting of Town’s Select Board to be held on March 17, 2026, FIFA will have no choice but to cause the World Cup games (that are currently contemplated to be held at the Stadium) to be played at a venue located somewhere other than in Foxborough.

BS26 understands that the Town has requested that (i) BS26 deposit with the Town an amount equal to \$1,512,490 to enable the Town to purchase the equipment that is necessary for the Town to provide the public safety and security resources required for the foregoing World Cup games and activities that will take place in and around the Stadium (such equipment, the “Equipment” and such services, the “Services”) and (ii) BS26 pay to the town for the Services provided by the Town within one (1) business day of the Town’s delivery to BS26 of invoices therefor.

In order to facilitate the issuance to FIFA of the event license at the meeting of the Town’s Select Board on March 17, 2026, the parties hereto agree as follows:

Handwritten signature and initials in the bottom right corner of the page.

1. Commitment to Deposit Funds to Pay for Equipment. Not later than one (1) business day after the date hereof, BS26 shall deposit with the Town an amount equal to \$1,512,490 in a bank account of the Town which is designated by the Town in writing to BS26 (the "Deposit Account"); provided, that; (a) the Deposit Account shall be named "Town of Foxborough f/b/o Boston Soccer 26", or another similar title indicating that the funds in the account are to be held in trust to pay vendors and/or other providers of the Equipment; (b) the Town shall withdraw amounts from the Deposit Account solely for the purpose of funding the purchase of Equipment and paying payroll expenses as set forth in paragraph 2; and (c) any balance in the Deposit Account that remains after the conclusion of the playing of World Cup matches in Foxborough in 2026 shall be remitted to BS26.
  
2. Commitment to Pay Invoices for Services. From the date hereof until the earlier of (i) the conclusion of the playing of World Cup matches in Foxborough in 2026 and (ii) August 31, 2026, BS26 agrees to pay (by wire) to the Town for expenses reasonably incurred in connection with the Services provided by the Town within one (1) business day of the delivery by the Town to BS26 of an invoice for such Services; provided, that, the following shall apply with respect to such expenses of the Town that are payroll expenses ("Payroll Expenses"):
  - a. on May 25, 2026, June 8, 2026, June 22, 2026 and July 6, 2026 (each, an "Estimate Date"), the Town may submit a reasonable written good faith estimate of such Payroll Expenses accrued during the payroll period ending on the day immediately preceding such Estimate Date that are required to be paid on the Thursday immediately following such Estimate Date (each, a "Payroll Date"), in which case BS26 will deposit an amount equal to such estimated accrued Payroll Expenses into the Deposit Account not later than one (1) business day after such estimate is provided;
  - b. on or promptly after July 21, 2026, the Town shall provide BS26 with a written reconciliation of the amount of Payroll Expenses that the Town actually paid in connection with the Services on the Payroll Dates to the amounts that BS26 deposited with the Town under this proviso with respect to such Payroll Expenses, which shall be in form reasonably satisfactory to BS26 (the "Aggregate Payroll Amount"); and
  - c. (i) if the Aggregate Payroll Amount exceeds the aggregate amount that BS26 has deposited with the Town under this proviso in respect of Payroll Expenses, then BS26 shall to pay such excess to the Town within one (1) business day after the date such accounting is provided and (ii) if the Aggregate Payroll Amount is less than the aggregate amount that BS26 has deposited with the Town under this proviso in respect of Payroll Expenses, then the Town shall pay such excess to BS26 within one (1) business day (in each case, such payment not being subject to setoff, claim or other defense).

*WY*  
*[Signature]*

This letter agreement may not be amended, changed, modified, altered or terminated without the written consent of the parties hereto. This letter agreement shall be binding upon the successors and assigns of the parties hereto. This letter agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. Delivery of an executed signature page of this letter agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart hereof. This letter agreement and any claims, controversy, dispute or cause of action and the transactions contemplated hereby shall be governed by, and construed in accordance with the laws of, the Commonwealth of Massachusetts. If any provision of this letter agreement is held to be illegal, invalid or 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.

Notwithstanding the foregoing, the signatories hereto acknowledge and agree that, as of the date hereof, the Foxborough Select Board has not had an opportunity to meet and approve the terms of this instrument in accordance with Massachusetts Law. Nevertheless, the signatories hereto agree that time is of the essence and, accordingly, this letter is executed by the Foxborough Select Board Chair only, who agrees to advocate for its full execution by the Select Board at its earliest opportunity. In consideration of the good faith efforts by the Town, BS26 agrees that it will carry out its obligations under Section 1, above, in anticipation of such full execution by the Select Board. In the event that such agreement by the Select Board is not forthcoming, the agreements under Section 2, above, shall be deemed null and void.

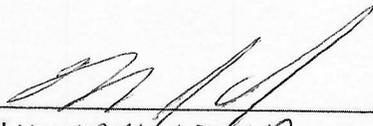
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NFY



Very truly yours,

BOSTON SOCCER 2026 CORP.

By:   
Name: MICHAEL HOSNO  
Title: PRESIDENT

Accepted and agreed:

CHAIR OF TOWN OF FOXBOROUGH  
SELECT BOARD

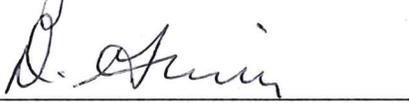
  
William Yukna, Chair



The Foregoing Letter agreement provided by Boston Soccer 2026 to the Town of Foxborough, dated March 11, 2026 is hereby acknowledged and accepted by the Foxborough Select Board on this 12<sup>th</sup> day of March, 2026.

  
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Chair

  
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