

PROFESSIONAL FOOTBALL PLAYER REGISTRATION
TRANSFER AGREEMENT

In Madrid, July 9th 2013

ENTERED INTO BETWEEN THE PARTIES:

ON ONE SIDE: CLUB ATLÉTICO DE MADRID, S.A.D., affiliated with the Spanish Football Association (RFEF), whose registered office address is at Paseo Virgen del Puerto, 67, Madrid, Spain, C.T.C. Nº A – 80373764, hereby represented by its CEO, acting with full authority, Mr. MIGUEL ANGEL GIL.

ON THE OTHER SIDE: FUTEBOL CLUBE DO PORTO – FUTEBOL, S.A.D., affiliated with the Portuguese Football Association (FPF), whose registered office is at Estádio do Dragão, Via FC Porto, Entrada Poente - Piso 3, in Porto, Portugal, hereby represented by its President Mr. JORGE NUNO LIMA PINTO DA COSTA and its member of the Board of Directors MR. ADELINO CALDEIRA.

AND ON THE OTHER SIDE. - Mr. ADRIÁN LÓPEZ ÁLVAREZ, a Professional Football Player, born on the 8th January 1988, in Teverga, Spain, with NIF 9447844L, acting in his own name and representation.

The Parties declare and mutually acknowledge regarding the other Party having legal capacity as to sign the present Agreement and, to this end

WITNESSETH

That CLUB ATLÉTICO DE MADRID SAD (hereinafter ATLÉTICO) is the holder of the registration rights (also known as "Federative Rights") of the Player Mr. ADRIÁN LÓPEZ ÁLVAREZ

(hereinafter referred to as THE PLAYER) and, being FUTEVOL CLUBE DO PORTO (hereinafter FC PORTO) Interested In acquiring the Federative and Economic rights of said PLAYER, the parties have reached to an agreement for the transfer of them, under the following:

TERMS AND CONDITIONS:

I.- OBJECT OF THE AGREEMENT

By virtue of the present Agreement, ATLÉTICO hereby agrees to transfer the totality of the federation rights and the sixty per cent (60%) of the economic rights of THE PLAYER to F.C. PORTO, who acquires them on a sole and exclusive basis.

II.- PRICE


It is hereby agreed the amount for the transfer of the Federation rights and the sixty per cent (60%) of the economic rights of THE PLAYER to be ELEVEN MILLION EURO (11.000.000.-€).

The amounts that F.C. PORTO has to pay ATLÉTICO, will be understood as net amounts in concept of Training Compensation or Solidarity Mechanism, as it is ruled by art. 20 and 21 and Annex 5 of the FIFA Regulations on the Status and Transfer of Players (October 2010), corresponding to F.C. PORTO the payment of any percentage or amount that in concept of Solidarity Mechanism might be derived subject to the present TRANSFER.


III.- METHOD OF PAYMENT

F.C. PORTO will pay the total amount of ELEVEN MILLION EURO (11.000.000€) as the Transfer Price, as follows:

- Three promissory notes, each one for an amount of THREE MILLION EURO (3.000.000€) and expiration date of all them on 15/07/2015.



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- One promissory note, for an amount of TWO MILLION EURO (2.000.000€) and expiration date on 15/07/2015.

IV.- VAT

The parties consider that the provision of services described in this contract is not subject to Spanish VAT, all pursuant to the provisions of Article 69 of Law 37/1992, of December 28 and Directive 2008/8 / EC and corresponds to F.C. PORTO the tax settlement through the mechanism known as reverse charge.

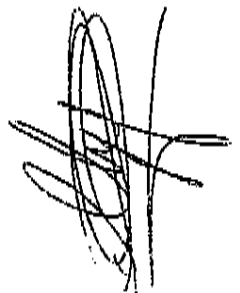


For this purpose, F.C. PORTO expressly declares that:

1. - It has established its business in Spain (Spanish tax identification number N0107159F), as it is defined the concept of a place of business in the European Court of June 28, 2007 (Case C-73/06 Plutzer Luxembourg), that it has not a central office or permanent establishment in Spain and that the contracted services are within the scope of this business place.
- 2.- That has the condition of entrepreneur or professional, as it is defined in the European Directives.

V. - SUSPENSIVE CONDITIONS

The execution of this agreement is subject to the following suspensive condition:

- F.C. PORTO reaches an agreement with THE PLAYER for the rendering of his services. In the event this circumstance does not take place, the present contract will be deemed as not signed between the parties, and they will have nothing to claim regarding the said agreement.


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- That THE PLAYER is deemed fit by F.C. PORTO's medical services. In the event this circumstance does not take place, the present contract will be deemed as not signed between the parties, and they will have nothing to claim regarding the said agreement
- That ATLETICO Issues the corresponding TMS in favor of F.C. PORTO. In the event this circumstance does not take place, the present contract will be deemed as not signed between the parties, and they will have nothing to claim regarding the said agreement.
- ATLETICO and the PLAYER reach the satisfactory termination of the labour contractual relationship between the player and ATLETICO in the appropriated terms. In the event this circumstance does not take place, the present contract will be deemed as not signed between the parties, and they will have nothing to claim regarding the said agreement.

VI.- NATURE OF THE DEBT

THE PARTIES agree that the amounts due pursuant to this Agreement shall, once the payment dates set out above are due, the consideration of due, liquid and payable, in accordance with the Financial Regulations of the UEFA Fair Play, and a simple presentation of this document to UEFA will suffice, provided that no payment had occurred on the dates agreed, as a proof of such nature.

VII.- F.I.F.A. TRANSFER MATCHING SYSTEM

ATLETICO and F.C. PORTO shall use reasonable endeavors to enter relevant information on the FIFA Transfer Matching System promptly without delay in order to procure the transfer of the of the Player's International Transfer certificate from FPF to the Spanish Football association.




VIII.- CLAIMS


THE PLAYER declares having nothing to claim to ATLÉTICO for any dispute that may arise from this transfer, more specifically regarding the percentages set out in Art. 147.2. General Regulation R.F.E.F., and art. 17 of the Collective Agreement A.F.E. - L.N.F.P, and art. 13 of RD 1006/1985.

IX.- ARBITRATION

If any dispute or disagreement were to arise from the translation or execution of the agreement, all Parties agree to waive their respective judicial rights and shall expressly comply with those of FIFA.

The present document is read, understood and agreed by all Parties and is signed in of 2 copies, typed on one side, in the place and on the date aforementioned.

CLUB ATLÉTICO DE MADRID, S.A.D.

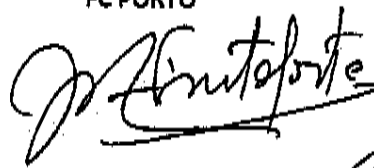


MIGUEL ÁNGEL GIL MARÍN

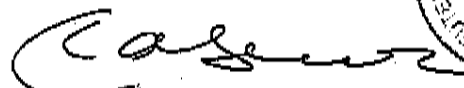


THE PLAYER ADRIÁN LÓPEZ ÁLVAREZ

FC PORTO



JORGE NUNO LIMA PINTO DA COSTA



ADELINO CALDEIRA

