



**LOAN TRANSFER AGREEMENT**  
**WITH PURCHASE OPTION**

By this Agreement, the PARTIES:

1. **AL AHLI CLUB - DUBAI** (Company), licensed by Dubai Economic Development Department under No. 620102 Club Registration No. 1970 with its registered address at P.O. Box 1551, Dubai, Telephone 04-20880000, is and a member of the United Arab Emirates Football Federation, represented by its Chief Executive Director, [REDACTED], hereinafter referred to simply as [REDACTED];
2. **FRANCOIS LACERDA**, a sports entity affiliated to Federação Gaúcha de Futebol, with main offices at Avenida Padre Cacique, 891, Porto Alegre/RS, registered with CNPJ/MF under no. 92.894.500/0001-32, herein duly represented under its articles of association by its President, [REDACTED], hereinafter referred to simply as [REDACTED];
3. Mr [REDACTED] Brazil Nationality, born on 28 of February 1986, holder of Passport No. [REDACTED], hereinafter referred to simply as the "PLAYER";

All together hereafter jointly referred to as the "Parties".

**Whereas:**

- (i) The **PLAYER** is under a valid employment contract with [REDACTED] duly registered with the UAE Football Association until 30 June 2014.
- (ii) [REDACTED] intends to transfer on loan the **PLAYER** to [REDACTED] and [REDACTED] intends to accept at the condition set out below in this Agreement.
- (iii) The **PLAYER** consents to his transfer on loan at the conditions set out below in this Agreement.
- (iv) The Parties agree that after the conclusion of the present Agreement [REDACTED] will be authorized to negotiate with the [REDACTED] an employment agreement at the conditions set out below in this Agreement.

The Parties hereby agree as follows:



## 1. PURPOSE

- 1.1. [REDACTED] hereby transfers on loan to [REDACTED] the **PLAYER** for a period of 11 (eleven) months starting from the 31 January 2012 until 31 December 2012 granting also to [REDACTED] a purchase option for the definitive transfer of the **PLAYER**.

## 2. LOAN PRICE AND PAYMENT CONDITIONS

- 2.1. For the loan transfer of the **PLAYER**, [REDACTED] shall pay to [REDACTED] the total amount of EUR 500,000.00 (five hundred thousand Euros) **net**, in four installments as follows:

- 2.1.1. EUR 150,000.00 (one hundred and fifty thousand Euros) net due by and no later than 7 February 2012.
- 2.1.2. EUR 150,000.00 (one hundred and fifty thousand Euros) net due by and no later than 1 March 2012.
- 2.1.3. EUR 100,000.00 (one hundred thousand Euros) net due by and no later than on 1 April 2012.
- 2.1.4. EUR 100,000.00 (one hundred thousand Euros) net due by and no later than on 1 May 2012.

2.2 In order to guarantee the payment of the second, third, and fourth installments of the loan fee, on the day of signature of the present Agreement, [REDACTED] shall provide [REDACTED] with a Bank warranty issued by an international bank of primary level in the total amount of EUR 350,000.00 (three hundred thousand Euros) immediately payable in their entirety (less the amount already paid by SC) in case [REDACTED] does not pay the installments on the above dates.

## 3. PURCHASE OPTION

- 3.1. [REDACTED] grants to [REDACTED] an option to transfer the **PLAYER** on a definitive basis. In order to validly exercise such purchase option, [REDACTED] shall send a written confirmation to [REDACTED] by and no later 30 November 2012. By exercising the purchase option [REDACTED] shall commit itself to pay to [REDACTED] the total amount of **EUR 4,000,000.00** (four million) **net**, plus VAT if applicable, in four equal installments of EUR 1,000,000 (one million) net. The first installment shall be paid by no later than 20 December 2012.

In particular, the payment of such first installment is a condition for the valid exercise by [REDACTED] of the purchase option. The other three installments shall be paid by and no later 1 April 2013, 1 August 2013 and 1 December 2013.

- 3.2. Taking into account the **PLAYER**'s strong wish and interest in playing in Brazil, particularly in [REDACTED], during 2012, in case [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] shall not exercise the purchase option following the modalities and within the deadline specified in para. 3.1. above, such option clause shall not be validly exercised and therefore the **PLAYER** irrevocably accepts and obliges himself:

3.2.1 to return back to AL AHLI at the end of the loan duration, and

3.2.2 to pay at first request and without the possibility to raise any exception, the amount of **EUR 250.000** (two hundred thousands) **net** in one installment to [REDACTED] as a penalty, by and no later than 15 of January 2013. In case the **PLAYER** does not fulfill the payment of such penalty in due time, the **PLAYER** himself expressly authorizes [REDACTED] to deduct the above penalty directly from the salary due to the **PLAYER** according to the employment contract in force between these two parties ([REDACTED] and the **PLAYER**).

#### **4. CLARIFICATIONS**

4.1. For the purposes of the clauses 2.1, 3.1 and 3.2.2 hereinabove, "net" shall mean free of any and all costs incurred and provided for in existing laws and regulations at the time of such assignment, including taxes, levies, bank costs, withholding and/or any other related expenses such as attorneys fees and agency fees paid by [REDACTED] in relation with the transfer.

4.2. In accordance with article 21 and Annex 5 of the FIFA Regulations on the Status and Transfer of Players, on the above net transfer fees (thus, excluded the penalty clause which is only a possible **PLAYER's** duty), [REDACTED] shall add and distribute the relevant 5% as a Solidarity Contribution to the club(s) involved in the training and education of the **PLAYER** over the years. For the sake of clarity, the total amount of the transfer fee less the solidarity contribution will be equal to net amount of transfer fee. In this sense, only to clarify the conditions expressed by this Agreement, nothing shall be paid from [REDACTED] to [REDACTED] as a FIFA solidarity contribution and FIFA training compensation connected with the relationship between the two clubs, included any possibility of [REDACTED] to be considered the former club of the **PLAYER**. Under above-mentioned conditions, [REDACTED] grants to [REDACTED] that the above mentioned transfer amounts include both any possible FIFA solidarity contribution and training compensation which [REDACTED] could have possibly requested to [REDACTED] in relation with the **PLAYER's** career at [REDACTED].

4.3 If any of the above-mentioned installments set out in the clauses 2.1.1, 2.1.2, 2.1.3, 2.1.4 and 3.1, are not paid in their total amount on the above-mentioned dates, provided that AL AHLI has sent a written reminder to SC INTERNACIONAL granting the latter 15 days to fulfill its obligation, the full balance respectively of the loan or the definitive transfer fees outstanding at that date - in case of [REDACTED] exercises the option expressed at the clause 3.1. -, shall be immediately become due and owed from [REDACTED] to [REDACTED]. In addition an annual default interest rate of 10% (ten percent) shall be charged on the full amount due from the date of the default of the outstanding installment until the final payment of the full balance of the relevant loan and/or definitive transfer fee. For the sake of clarity, if the installments are paid in the period of 15 days starting from the notice from [REDACTED] to [REDACTED], the latter is not obliged to pay interests at all to [REDACTED].

4.4 All the payments provided in the present Agreement shall be made by [REDACTED] on the following bank account:

Commercial Bank of Dubai  
Main Branch  
Beneficiary: Al Ahli Football Club - Dubai (Al Ahli FCD)  
Account Number: 1001353828  
IBAN Code: AE520230000001001353828

## 5. DUTIES OF THE PARTIES

5.1 [REDACTED] and the **PLAYER** will sign an employment contract for the duration of the loan period and an insurance covering any possible illness or accident which can occur to the **PLAYER** during the loan period and his stay at the disposal of [REDACTED]. During the loan period to [REDACTED], the effects of the employment contract signed between [REDACTED] and the **PLAYER** are temporarily suspended.

5.2 In order to ease the transfers provided by the present Agreement, [REDACTED] and [REDACTED] undertake to immediately enter the respective and relevant instructions inside the FIFA Transfer Matching System. In particular, should [REDACTED] exercise the purchase option set out in the above clause 3.1., [REDACTED] shall immediately insert the relevant transfer instructions to extend on a definitive basis the transfer of the **PLAYER**, on the contrary, should [REDACTED] not validly exercise such purchase option, in particular by not paying the first installment in the due time provided by clause 3.1, the **PLAYER** shall be obliged to return to [REDACTED] at the end of the loan period and [REDACTED] shall immediately insert the relevant transfer instructions to send back his ITC to [REDACTED].

## 6. MISCELLANEOUS

- 6.1. This Agreement is immediately valid on the date of its signature upon condition that [REDACTED]
- (i) pays the first installment on the data indicated in clause 2.1.1 above;
  - (ii) Provides [REDACTED] with the Bank warranty pursuant to clause 2.2.
- 6.2 Any taxes and duties due as a result of the amounts paid or received by virtue of this Agreement shall be the responsibility of each taxpayer, as defined in the tax law or bank rules of its territory.
- 6.3 This Agreement constitutes the entire understanding of the Parties with respect to the **PLAYER's** transfer. There exist no restrictions, agreements, promises, warranties, covenants or undertakings between the Parties in relation to the transfer other than those expressly set forth herein.
- 6.4 Each Party is fully aware of the relevant FIFA regulations and confirms and acknowledges that it has read and understood the present Agreement, and that this Agreement is signed voluntarily of its/his own free will.
- 6.5 [REDACTED] and the **PLAYER** acknowledge and expressly agree that with the signature of the present Agreement all duties and obligations owed by either party to the other under their Employment Agreement valid until 30 June 2014, have been, to date, completely fulfilled each other and neither party has any claims or request of any type against the other in relation to such Employment Agreement.


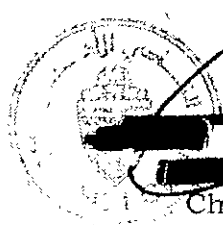
## 7. - GOVERNING LAW AND DISPUTING RESOLUTION

- 7.1 This Agreement is construed in accordance with and it is subject to the FIFA regulations.
- 7.2 The Parties hereby elect the jurisdiction of FIFA to settle any doubts or disputes arising from this Agreement, and the eventual appeal shall be filed before the Court of Arbitration for Sport (CAS) in Lausanne, Switzerland, in accordance with the provisions of the FIFA Statutes. The Parties agree that any dispute before the CAS shall be conducted in English language.



Finally, in witness whereof, the parties execute this Agreement in 3 (three) counterparts of equal content and form, which can be modified only with the written consent exchanged in writing between the Parties. A faxed or scanned copy of the Agreement containing all the signatures of the Parties shall be valid and binding.

[Redacted] 31 January 2012

  
President  
  
[Redacted]  
Chief Executive Director  
[Redacted]  
Player

Witnesses:

1. \_\_\_\_\_ 2. \_\_\_\_\_