

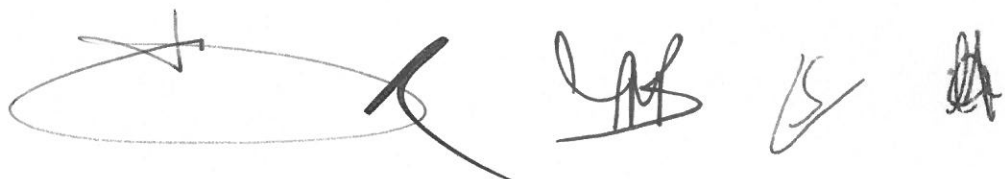
DATED 11 JULY 2014

FUTBOL CLUB BARCELONA

- and -

LIVERPOOL FOOTBALL CLUB AND ATHLETIC GROUNDS LIMITED

**AGREEMENT FOR TRANSFER OF REGISTRATION
OF LUIS ALBERTO SUAREZ DIAZ**

The image shows four handwritten signatures in black ink at the bottom of the page. From left to right: a large, stylized signature with a long horizontal stroke; a signature that appears to be 'L.A.S.'; a signature that appears to be 'L.F.C.'; and a small, illegible signature.

AGREEMENT FOR TRANSFER OF REGISTRATION

AN AGREEMENT made the 11 day of July, 2014

BETWEEN:

- (1) **FUTBOL CLUB BARCELONA**, a professional football club governed by the laws of Spain and the regulations of the Spanish Football Association, residing at Av. Aristides Maillol, s/n, 08028 Barcelona, Spain ("FC Barcelona"), herein represented by its President, Mr. Josep Maria Bartomeu, its Vice-president, Mr. Jordi Mestre and its CEO, Mr. Antoni Rossich, and
- (2) **THE LIVERPOOL FOOTBALL CLUB & ATHLETIC GROUNDS LIMITED**, a limited liability company (registered in England and Wales no 35668.) governed by the laws of England and Wales and the regulations of The Football Association and the F.A. Premier League, with registered office at Anfield, Anfield Road, Liverpool, England L4 0TH ("Liverpool FC"), herein represented by Mr Ian Ayre its CEO
- (3) **Mr. LUIS ALBERTO SUAREZ DIAZ** born on January 24th. 1987, Uruguayan, with passport num. _____, professional football player (the "Player")

IT IS AGREED as follows:

1. **Agreement to Transfer Registration**
 - 1.1 Liverpool FC agrees to transfer the registration of Luis Alberto Suárez Díaz, born on the 24th day of January 1987 (the "Player"), to FC Barcelona upon the terms set out in this Agreement (the "Transfer").
 - 1.2 Liverpool FC warrants that, as at the date of this Agreement and on the date of the effective Transfer, it is and will be the owner of all federative, economic and registration rights in the Player (the "Registration") and no other club has a right in the Registration. With respect to the foregoing, Liverpool FC represents and warrants to FC Barcelona that on the date of the Transfer FC Barcelona will receive 100 per cent of the economic, federative and registration rights of the Player.
 - 1.3 FC Barcelona and the Player have reached an agreement on the terms and conditions on which the Player will join FC Barcelona. This Agreement is expressly conditional upon

The image shows several handwritten signatures and initials. On the left, there is a large, stylized signature that appears to be 'Luis Suarez' with a circled '2' next to it. To its right are several other signatures, including one that looks like 'J. Bartomeu' and another that looks like 'I. Ayre'. There are also some smaller, less distinct marks and initials.

(i) the Player passing the medical examination, to be carried out by the FC Barcelona medical services, in Barcelona. Liverpool FC hereby irrevocably authorizes the Player to travel to Barcelona to pass the medical examination before the execution of the Transfer, in a date to be mutually agreed, and

(ii) the Player signing the Spanish National League (Liga de Fútbol Profesional – LFP) form of player contract and the contract being accepted by the LFP.

2. Transfer

Subject to the fulfilment of the precedent conditions stated in clause 1.3, the Transfer shall be effected as soon as practicable following the execution of this Agreement. Therefore, the parties shall take any and all appropriate steps to effect the Transfer as soon as practicable, including taking such actions as may be necessary to cause the issuance of the International Transfer Certificate ("ITC") in respect of the Transfer. Liverpool FC will insert all necessary instructions into FIFA TMS, in order that FC Barcelona will receive the International Transfer Certificate concerning the Player.

3. Payment of Transfer Compensation

3.1 FC Barcelona hereby agrees to purchase the registration of the Player from Liverpool FC on the terms set out in this Agreement and, in consideration of the Transfer, to pay to Liverpool FC the consideration set out in this Section 3.

3.2 The transfer compensation payable by FC Barcelona for the transfer of the Player pursuant to this Agreement shall be the fixed amount of 64.980.000 £ (sixty four million nine hundred eighty thousand GBP) plus any applicable VAT (the "Transfer Compensation"). The Transfer Compensation shall be payable to Liverpool FC in accordance with this clause 3.

3.3 FC Barcelona shall pay the Transfer Compensation to Liverpool FC in the following instalments:

- £13.000.000 (thirteen million GBP) which shall be due and payable, respectively, on July 31st. 2014, January 31st. 2015, July 31st. 2015 and January 31st. 2016.

- £12.980.000 (twelve million nine hundred eighty thousand GBP), which shall be due and payable on July 31st. 2016.

Liverpool FC shall provide FC Barcelona with a double taxation certificate issued by the relevant English Tax Authorities. However, in case that VAT is applicable in respect of the Transfer Compensation, the total amount of VAT shall be paid in a single instalment on July 31st. 2014.

3.4 The parties acknowledge that no training compensation is payable to any party (including any third party) pursuant to the FIFA Regulations for the Status and Transfer of Players and any other regulations which apply in respect of the Transfer.

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- 3.5. The parties agree that the Transfer Compensation shall be net of any and all amounts which may be payable to any third club or clubs in respect of the Transfer by way of the solidarity contribution pursuant to the FIFA Regulations for the Status and Transfer of Players (the "Solidarity Levy"). Therefore, FC Barcelona assumes the whole responsibility for the compensation due as a solidarity contribution pursuant to the FIFA Regulations for the Status and Transfer of Players. For the avoidance of doubt the Transfer Compensation includes any FIFA solidarity compensation which may be due to Liverpool FC and furthermore FC Barcelona shall not deduct any FIFA solidarity amounts due to third parties as a result of the Transfer from the Transfer Fee.
- 3.6 FC Barcelona shall make payment, or procure that payment is made on its behalf, of all amounts payable to Liverpool FC pursuant to this Agreement, including any applicable VAT, by way of bank transfer to Liverpool FC's bank account, the details of which shall be provided by Liverpool FC to FC Barcelona for this purpose.
- 3.7 FC Barcelona shall not be obliged to make any payment to Liverpool FC as set out in this Agreement without first having received a valid invoice for the relevant sum.
- 3.8 Liverpool FC confirms that they have made full and frank disclosure to FC Barcelona of the Player's past medical history that could affect his fitness to play LFP football.
- 3.9 With the signature of this agreement, the Player formally and irrevocably renounces to any participation on the Transfer Compensation that could correspond to him according to FIFA Regulations for the Status and Transfer of Players or any national football or labour rule, including the social agreement applicable to the Player.

4. Confidentiality

The existence of this Agreement and its terms are strictly confidential and shall at no time be disclosed by either party to any third party without the prior written consent of the other party to this Agreement, except that a party may disclose such terms:

- to the appropriate football authorities applicable to that party, in order to comply with any rule binding on that party;
- if required by applicable laws;
- as required by any governmental department or any governmental or quasi governmental authority, official or agency;
- in confidence to that party's professional advisers; or
- to the extent that such terms have become public knowledge without any fault on the part of the disclosing party.

However, the parties agree to make a public communication of the Transfer, on the date and with the content to be mutually agreed, The public communication shall include in any case the mention to the Transfer Compensation.

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5. Counterparts

This Agreement may be executed in three counterparts, and by the parties on separate counterparts, but shall not be effective until each party has executed at least one counterpart. Each counterpart shall constitute an original of this Agreement, but all the counterparts shall together constitute but one and the same instrument.

6. Disputes and governing law

6.1 This Agreement shall be construed in accordance with the FIFA Regulations for the Status and Transfer of Players. Disputes arising out of this Agreement shall be subject to the jurisdiction of the relevant competent body of FIFA pursuant to the FIFA Regulations for the Status and Transfer of Players. In accordance with the FIFA Regulations for the Status and Transfer of Players, appeals against the decision of such body of FIFA shall be submitted for settlement to the Court of Arbitration for Sport ("CAS") in Lausanne, Switzerland in accordance with the arbitration rules of CAS. The parties agree that the CAS arbitration panel shall consist of three members. The language of any (oral and written) proceedings shall be English.

6.2 This Agreement shall be governed by, and construed and interpreted in accordance with Spanish law.

7. Notices.

All notices under this Transfer Agreement shall be in writing and will be delivered by personal service, express courier, postage prepaid mail, fax or email, to the following addresses:

If to Liverpool FC: 20 Chapel Street Liverpool England L3 9AG
E mail:-stuart.hayton@liverpoolfc.com
Fax +44 151 337 9898

If to FC Barcelona:
Futbol Club Barcelona
Av. Aristides Maillol, s/n 08028 - Barcelona, Spain
Attn: Raul Sanllehi
Email: raul.sanllehi@fcbarcelona.cat
Fax: +34 934 963 603

Either party may change its address set forth above by providing written notice to the other party. Any notice shall be effective on receipt.

8. Entire Agreement

This Agreement contains the entire agreement between the parties with respect to the transactions that are the subject matter hereof and supersedes all previous understandings, agreements, negotiations and proposals, formal or informal, oral or written, between the parties relating thereto.

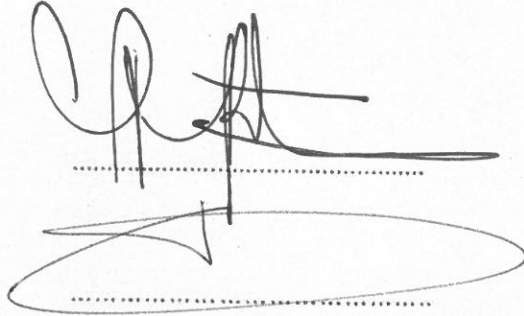
9. Matters related to execution



This Agreement may be executed by email (pdf) or fax transmission. Copies and signatures communicated by e-mail or fax shall be valid as originals.

SIGNED in triplicate by the authorised representatives of the parties to indicate their agreement.

Signed for and on behalf of
FUTBOL CLUB BARCELONA
by Josep Maria Bartomeu Floreta
its President

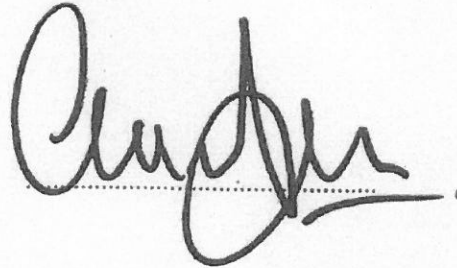
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By Jordi Mestre Masdeu
Its Vice-president

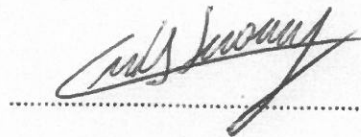
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And by Antoni Rossich Terme
Its CEO

Signed for and on behalf of
**LIVERPOOL FOOTBALL CLUB AND
ATHLETIC GROUNDS LIMITED,**
by Ian Ayre

Handwritten signature of Ian Ayre, featuring a large, stylized 'I' and 'A'.

its Chief Executive Officer

Handwritten signature of Luis Alberto Suárez Díaz, written in a cursive style.

Signed by Luis Alberto Suárez Díaz