



RealMadrid

TRANSFER AGREEMENT

August 31 2013

BETWEEN:

- . (1) **TOTTENHAM HOTSPUR FOOTBALL & ATHLETIC COMPANY LIMITED** whose registered office is at Bill Nicholson Way, 748 High Road, Tottenham, London, England N17 0AP ('TOTTENHAM');and
- . (2) **REAL MADRID CF** of Concha Espina, 1, Madrid , SPAIN ('REAL MADRID')

WHEREAS:

- . (a) **TOTTENHAM** is a professional association football club affiliated to The Football Association ('The FA') playing football in England in the Premier League ('PL').
- . (b) **REAL MADRID** is a professional association football club affiliated to the Royal Spanish Football Federation ('RFEF') playing football in Spain in La Liga.
- . (c) **GARETH BALE** is a national of Wales whose date of birth is 16 July 1989 and who is currently registered as a professional player with TOTTENHAM by the PL and The FA under a Standard PL Playing Contract (the 'Player').
- . (d) **REAL MADRID** wishes to acquire the Player's registration on a permanent basis and TOTTENHAM and REAL MADRID have agreed upon the following terms in respect of the transfer of the Player's registration.

WHEREBY IT IS AGREED AS FOLLOWS:

1. **IT** is hereby agreed that, subject to the conditions set out below, TOTTENHAM shall transfer the Player's registration to REAL MADRID on a permanent basis with immediate effect on the terms set out herein.

THIS Agreement is conditional upon:

- a) REAL MADRID and the Player signing a professional football player contract,
- b) The Player completing successfully his medical examination and
- c) The receipt by the Spanish Football Federation of the International Transfer Certificate (ITC) from the English FA.

Consideration



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2. **IN** consideration of the transfer of the Player's registration, REAL MADRID agrees to pay Tottenham, subject to and in accordance with the terms hereof the amount of 78.171.930,-Pounds Sterling, or €91.589.842,- (the "Spot Price", calculated at the fix exchange rate agreed by the parties of 0,85350GBP/€).

Such amount will be paid by REAL MADRID, after receipt of the relevant invoice and original of the Tax Residence Certificate, in one of the following ways at the choice of REAL MADRID (which shall be communicated to TOTTENHAM within 2 days following the execution of this Agreement):

- (A) Cash payment within 15 days following the valid registration of the Player with REAL MADRID before the Spanish RFEF (after the corresponding 5% solidarity contribution is deducted) the amount is 74.263.333,- Pounds Sterling or 87.010.350,-€, or
- (B) In deferred instalments after the application of the agreed updating rate (6%) and the amount is converted to a current value of 85.131.147,- Pounds Sterling, or 99.743.542,- Euros.

The Transfer Compensation in this case shall be made in the following instalments:

- a.- Within **ten** working days after all the conditions set out in the abovementioned clause 1 are met, REAL MADRID shall pay to TOTTENHAM the sum of €24.935.895 (the "**First Installment**"). Since 5% solidarity contribution has to be discounted, the amount shall be 23.689.101€.
- b.- On or before 24 July 2014, REAL MADRID shall pay to TOTTENHAM the sum of €24.935.895 (the "**Second Installment**"). Since 5% solidarity contribution has to be discounted, the amount shall be 23.689.101€
- c.- On or before 24 July 2015, REAL MADRID shall pay to TOTTENHAM the sum of €24.935.895 (the "**Third Installment**"). Since 5% solidarity contribution has to be discounted, the amount shall be 23.689.101€
- d.- On or before 24 July 2016, REAL MADRID shall pay to TOTTENHAM the sum of 21.282.787,-Pounds Sterling (the "**Fourth Installment**"). Since 5% solidarity contribution has to be discounted, the amount shall be 20.218.648 Pounds Sterling



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In the event that the Player's registration shall be further transferred by REAL MADRID prior to the payment of the sums due under clause 2(b) – 2(d) above then REAL MADRID shall be required to notify TOTTENHAM in writing and all outstanding instalments shall become immediately due and payable to TOTTENHAM within 14 days of the date on which the Player so ceases to be registered with Real Madrid.

3. **In respect of the amounts established in 2. B b, c and d above**, Real Madrid shall procure, and it shall be a valid for of payment, the delivery of negotiable promissory notes to TOTTENHAM by 16 September 2013 (the 'Promissory Note Delivery Date') in respect of each payment due to TOTTENHAM under clause 2 (B) b, c and d above in accordance with, and to be governed by, Spanish law and in a form acceptable to TOTTENHAM (the 'Promissory Notes'). All Promissory Notes (except the last one, which will be in Pounds Sterling) shall be in EUROS less the 5% solidarity contribution. In the event that the Promissory Notes are not delivered to TOTTENHAM by the Promissory Note Delivery Date then the sums due under clause 2B b, c and d shall become immediately due and payable in full to TOTTENHAM by Real Madrid.

4. **IN** further consideration for the transfer of the Player, the parties hereby declare that all amounts regarding the transfer of the player Raphael Van der Vart shall be deemed received by REAL MADRID, and REAL MADRID shall have no further entitlement regarding such transfer and/or the payment agreement reached between the Parties dated August 23rd, 2012.

5. **THIS** Agreement is conditional upon the satisfaction of the conditions at clause 1 by 23:59 UK time on 2 September 2013 and in the event that the Player shall not have satisfied these conditions by such date then this Agreement shall be automatically determined and of no effect and neither party shall have any obligations to the other hereunder and TOTTENHAM shall be entitled to transfer the Player to any other football club.

6. IF TOTTENHAM shall choose to be paid by a bank transfer, TOTTENHAM shall notify such decision to REAL MADRID at least 15 days before the payment date is due and upon receipt in cleared funds by TOTTENHAM of the relevant instalment, the corresponding promissory notes to REAL MADRID shall be returned to REAL MADRID. **THE** amounts payable by REAL MADRID to TOTTENHAM hereunder shall be paid to the following bank account (or such other bank account as TOTTENHAM shall notify REAL MADRID from time to time):

Account holder Name: Tottenham Hotspur Football & Athletic Co Bank: HSBC Bank

Account Number: Sort Code: IBAN: SWIFT:

01434136 40-05-20 GB74MIDL40052001434136 MIDLGB2107J

7. **IN** the event that REAL MADRID shall default in the payment to TOTTENHAM of any sums hereunder within 5 (five) business days of the due date for payment then interest shall accrue on the sum due and payable to TOTTENHAM hereunder at the rate of 5% (five percent) over the base rate from time to time of Barclays Bank PLC from the date of such default to the actual date of payment and all sums payable to TOTTENHAM pursuant to this Agreement (less any instalment previously paid to TOTTENHAM) and any sums which have fallen due for payment pursuant to this



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Agreement shall become immediately payable if the situation has not been cured in seven (7) business days..

8. **IT** is agreed that the sums payable hereunder shall be subject to deduction of Solidarity as required by Article 21 and Annex 5 of the FIFA Regulations. Therefore, the relevant withholding shall be carried out from the above mentioned amounts as detailed. Notwithstanding this and for the avoidance of doubt TOTTENHAM shall be entitled to receive from REAL MADRID the corresponding portion of Solidarity owing to TOTTENHAM as per the applicable FIFA rules.

9. **IN** the event that TOTTENHAM shall wish to accelerate any payments due to it and/or which fall due to it under this Agreement such as by means of discounting bills of exchange (or any such other mechanism), and given that the promissory notes are negotiable, REAL MADRID has no obligation to take further steps in this regard. Nevertheless, REAL MADRID will do its best effort to do all such things as are reasonably requested by TOTTENHAM. All relevant documentation and charges shall be the sole responsibility of TOTTENHAM.

10. **Option Right.** REAL MADRID and the **PLAYER** hereby grant to TOTTENHAM from the date hereof until June 30, 2019 an option right to match any offer received from a Premier League Club for the registration of the **Player**. REAL MADRID shall notify TOTTENHAM the terms of any offer that it finds acceptable (a 'Third Party Offer'), and TOTTENHAM shall thereafter have a period of 72 hours after receipt of such notification to offer to match all the terms contained in the offer to REAL MADRID under the Third Party Offer. If, after such 72 hours have elapsed, REAL MADRID does not receive the affirmative answer from TOTTENHAM, REAL MADRID shall be free to transfer the **PLAYER**. However, in the event that TOTTENHAM does match the Third Party Offer, Real Madrid shall be required to accept TOTTENHAM's offer in preference to any other offers received (including any higher offers received following Real Madrid's receipt of the Third Party Offer) and transfer the **Player** as soon as is possible in the first available FA Registration Period to TOTTENHAM pursuant to a Transfer Agreement acceptable to TOTTENHAM in its sole discretion. Should the 72 hours elapse without TOTTENHAM matching all the terms of the third club's offer, REAL MADRID shall be free to accept the offer.

11. **IN** the event that TOTTENHAM chooses not to exercise the right to acquire the **Player's** registration pursuant to clause 10 above and REAL MADRID shall subsequently transfer the **Player's** rights to a Premier League Club prior to September 1, 2015, REAL MADRID shall pay to TOTTENHAM the sum of 10 million Pounds Sterling immediately upon such transfer.

12. **IF** any provision of this Agreement shall be held to be illegal or unenforceable, in whole or part the parties will agree in good faith an amendment to that provision to make it valid and legal reflecting as much as possible their original intent. The validity and enforceability of the rest of the Agreement shall be unaffected.

13. **EXPIRY** or termination of this Agreement shall not:



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(a) release the parties from any liability or right of action or claim which at the time of such expiry or termination has already accrued or may accrue to either party in respect of any act or omission prior to such expiry or termination; and/or

(b) affect the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.

14. **THIS** Agreement sets out the entire agreement between the parties hereto and supersedes all prior discussions, statements, representations and undertakings between them or their advisors regarding the Player.

15. Press Release: The Parties acknowledge that Real Madrid shall issue a press release in which the only economic details given will be that the Price of the operation is the amount of 78.171.930,- Pounds Sterling. TOTTENHAM agrees that it shall not issue any press release in which it refers to the economic aspects of this Agreement.

16. **IN** addition to the obligations of the parties in accordance with clause 15 above, Real Madrid undertakes to procure that the Player shall not, either directly or indirectly, in public or through the media make any negative or derogatory comments regarding TOTTENHAM, its Chairman, its Board and/or any of its employees.

17. **TOTTENHAM** and **REAL MADRID** represent and warrant unconditionally that they are fully entitled and authorised to sign and execute the terms of this Agreement.

18. **UNLESS** otherwise specified elsewhere herein any notice to be given pursuant to this Agreement shall be given in writing and addressed to the party concerned at the address shown herein (or such other addresses as notified by the parties in writing from time to time) and may be left at or sent by: (i) air mail; and/or (ii) personal by hand delivery or courier service; and/or (iii) facsimile transmission and/or (iv) electronic mail. Any such notice shall be deemed duly given as follows: (i) in the case of air mail 5 (five) business day from the date of posting; (ii) in the case of personal by hand delivery or courier service at the time of delivery; (iii) in the case of facsimile at the time of transmission from the sender's fax machine and (iv) in the case of electronic mail at the time of sending from the sender's computer system. In proving the giving of a notice it shall be sufficient to prove that the envelope containing such notice was properly addressed and posted and/or the notice was left at the relevant address and/or upon production of a facsimile transmission report and/or an electronic mail transmission report (as the case may be). Where notice is served by facsimile or electronic mail, the facsimile numbers and electronic mail addresses for service are as follows:

If to TOTTENHAM: Fax: +44 20 8506 9048 Email: darren.eales@tottenhamhotspur.com

If to REAL MADRID: [+34 91 3984337/][jfarre@realmadrid.es ;agalaman@realmadrid.es/



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19. IN the event that there is any conflict between the terms of this Agreement and any information entered into or contained within the FIFA Transfer Matching System then the terms of this Agreement shall prevail.

20. THIS Agreement is made in the English language. If there is any conflict in meaning between the English language version of this Agreement and any version or translation of this Agreement in any other language, the English language version shall prevail.

21. THIS Agreement shall be governed by and interpreted in accordance with the laws of Switzerland and the FIFA Regulations. Any and all disputes shall be finally settled in accordance with the Rules of the Code of Sports-related Arbitration of the Court of Arbitration for Sport. In the case of a dispute related to non-payment of any sum due to TOTTENHAM under this Agreement the parties agree that any CAS arbitration shall be held in an expedited manner before a Sole Arbitrator.

AS WITNESS the hands of the parties hereto or their duly authorised representatives the day and year first before written.

SIGNED by a duly authorised signatory for and on behalf of
TOTTENHAM HOTSPUR FOOTBALL & ATHLETIC COMPANY LIMITED

.....
In the presence of:

Signature of witness:

Name of witness: DARREN GILES

Address: 10 THE CLOCKHOUSE, EXFIELD, EN2 9EX

Occupation: DIRECTOR

SIGNED by a duly authorised signatory for and on behalf of REAL MADRID CF)

REAL MADRID, C.F

In the presence of:

Signature of JOSE ANGEL SANCHEZ witness:

Name of witness: JAVIER LOPEZ FARRE

Address: CONCHA ESPINA, 1

Occupation:

SIGNED by PLAYER