

DATOS NOTIFICACION ELECTRONICA

Usuario conectado: NOGUES MARCELO ARIEL
Organismo: JUZGADO EN LO CIVIL Y COMERCIAL N°11 - LOMAS DE ZAMORA
Carátula: NOGUES MARCELO ARIEL C/ CLUB ATLETICO BANFIELD SOCIEDAD CIVIL Y OTRO/A S/ DILIGENCIAS PRELIMINARES
Número de causa: 82001
Tipo de notificación: OFICIO ELECTRONICO
Destinatarios: MARCELO ARIEL NOGUES
Fecha Notificación: 10 feb 2021
Alta o Disponibilidad: 10/2/2021 08:41:50
Firmado y Notificado por: COLMAN Fabiana Noemí. 10/02/2021 08:41:49 --- Certificado Correcto
Firmado por: MARCELO ARIEL NOGUES.
COLMAN Fabiana Noemí. 10/02/2021 08:40:26 --- Certificado Correcto.
Firma Digital: ☒ Verificación de firma digital: Firma válida

TEXTO DE LA NOTIFICACION ELECTRONICA

OFICIO LEY 22.172

Lomas de Zamora., de de 2021-

A Futbolistas Argentinos Agremiados (FAA)

Sito en Salta Nro. 1144 de C.A.B.A.

S/D.-

Tengo el agrado de oficiar a usted en los autos caratulados: \NOGUES MARCELO ARIEL C/ CLUB ATLETICO BANFIELD SOCIEDAD CIVIL Y OTRO/A S/ DILIGENCIAS PRELIMINARES\ (Expte.N° 82001), que tramitan ante el Juzgado Civil y Comercial Nro. 11 del Departamento Judicial de Lomas de Zamora, a cargo de la Dra. María Zulema Vila Jueza, Secretaria única, a mi cargo, sito en Camino Pres. Juan Domingo Perón Intersección: Larroque del Partido de Lomas de Zamora, a fin de que remitan toda la documentación relacionada con la transferencia de los derechos federativos y económicos de Julián Simón CARRANZA al INTER MIAMI. -----

Como recauco se transcribe, en su parte pertinente, el auto que ordena la medida: \Lomas de Zamora, 02 de Febrero de 2021. Téngase presente. Conforme lo manifestado, en la forma ordenada a fs.11, líbrense oficios a Escribanía TERAN, al Club Inter de Miami y a Futbolistas Argentinos Agremiados.- FDO: María Zulema Vila Jueza. -----

Se deja constancia que el Juzgado es competente para dictar la presente medida.

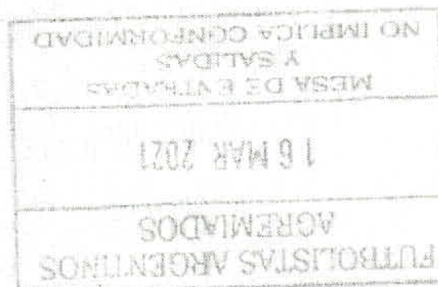
Quedan autorizados a diligenciar el presente los Dres. José Antonio POSTILLONE (h) y/o Hernán Natalio INVERNIZZI y/o Gisela Magali LONGOBUCCO CERATO y/o Joaquín BARREIRO y/o José Antonio POSTILLONE (n) y/o los Sres Maximiliano Renan GOMEZ y/o Diego Damián MACHADO y/o Alejo Nicolás PISTONE.-----

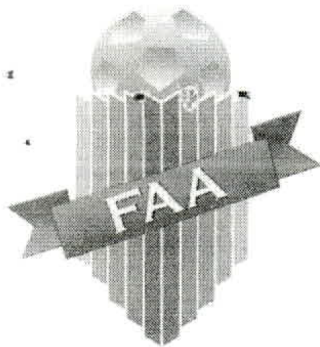
Sin otro particular saluda atentamente.-

Para verificar la notificación ingrese a: <https://notificaciones.scba.gov.ar/verificar.aspx>
Su código de verificación es: JX4H4Q



NORBERTO MONTELEONE
Gerente General
F. A. A.





FUTBOLISTAS ARGENTINOS AGREMIADOS

Fundado el 2 de Noviembre de 1944
Personería Gremial 121


Conste por el presente que **FUTBOLISTAS ARGENTINOS AGREMIADOS** recibe en este acto del **CLUB ATLETICO BANFIELD**, tres copias de constancias de transferencia del **[REDACTED]** de \$ 613.335.-; **[REDACTED]** de \$ 1.437.600.- y **[REDACTED]** de \$ 4.777.980,66.- todas de fecha 24/07/19, a la cuenta bancaria para el pago de remuneraciones del futbolista **SR. Carranza Julián Simón**, por la suma de **PESOS SEIS MILLONES OCHOCIENTOS VEINTIOCHO MIL NOVECIENTOS QUINCE CON 66/100 (\$ 6.828.915,66.-)** efectuada por el **CLUB ATLETICO BANFIELD**.-----

Se aclara que el expresado importe de **(\$ 6.828.915,66.-)** resulta de haber deducido la suma de **(\$ 3.677.108,43.-)** en concepto de impuesto a las ganancias del monto total que le corresponde percibir al **SEÑOR CARRANZA JULIAN SIMON, CUIL [REDACTED]** calculado sobre el precio de la cesión **DEFINITIVA**, o sea la cantidad de **(\$ 10.506.024,09.-)** del pase del jugador profesional antes mencionado entre el **CLUB ATLETICO BANFIELD** (Cedente) y la **MAJOR LEAGUE SOCCER L.L.C.** (Cesionario) la cual se convino en la suma total de **DOLARES ESTADOUNIDENSES UN MILLON SEISCIENTOS SEIS MIL CUATROCIENTOS VEINTICINCO CON 70/100 (US\$ 1.606.425,70.-)** según el respectivo Convenio de Transferencia suscripto el día **01 de JULIO** de **DOS MIL DIECINUEVE**.-----

Uno de cuyos ejemplares se adjunta al duplicado del presente recibo; dándose de tal modo cumplimiento a lo dispuesto por el **Art. 8º del Convenio Colectivo de Trabajo N° 557/09.-** Para su presentación a la Asociación del Fútbol Argentino, extendemos el presente recibo en triple ejemplar, en Buenos Aires, a los **24** días del mes de **JULIO** de **DOS MIL DIECINUEVE**.-----

DEJAMOS EXPRESAMENTE ACLARADO QUE DICHO COMPROBANTE DE TRANSFERENCIA BANCARIA SE LE ENTREGA AL FUTBOLISTA. EL PRESENTE RECIBO TIENE CARACTER OFICIAL.-----


NORBERTO MONTELEONE
Gerente General
F. A. A.


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FUTBOLISTAS ARGENTINOS AGREMIADOS

Fundado el 2 de Noviembre de 1944
Personería Gremial 121

Recibí de **FUTBOLISTAS ARGENTINOS AGREMIADOS** tres copias de constancias de transferencia del **[REDACTED]** de \$ 613.335.-; **[REDACTED]** de \$ 1.437.600.- y **[REDACTED]** de \$ 4.777.980,66.- todas de fecha 24/07/19, a mi cuenta bancaria para el pago de remuneraciones por la suma total de **PESOS SEIS MILLONES OCHOCIENTOS VEINTIOCHO MIL NOVECIENTOS QUINCE CON 66/100 (\$ 6.828.915,66.-)** efectuada por el **CLUB ATLETICO BNAFIELD**.-----

Se aclara que el expresado importe de **(\$ 6.828.915,66.-)** resulta de haber deducido la suma de **(\$ 3.677.108,43.-)** en concepto de impuesto a las ganancias del monto total que me corresponde percibir, o sea **(\$ 10.506.024,09.-)** por el porcentaje convenido sobre la cesión **DEFINITIVA** de mi pase, formalizada entre el **CLUB ATLETICO BANFIELD** (Cedente) y la **MAJOR LEAGUE SOCCER L.L.C.** (Cesionario) la cual se convino en la suma total de **DOLARES ESTADOUNIDENSES UN MILLON SEISCIENTOS SEIS MIL CUATROCIENTOS VEINTICINCO CON 70/100 (US\$ 1.606.425,70.-)** según el respectivo Convenio de Transferencia suscripto el día **01** de **JULIO** de **DOS MIL DIECINUEVE**.-----

Dejo expresamente aclarado haber constatado la acreditación en mi cuenta del importe mencionado, quedando exento de toda responsabilidad **FUTBOLISTAS ARGENTINOS AGREMIADOS**, contra el cual no tendré derecho a formular reclamo alguno. Con lo precedentemente expuesto se acredita que la entidad Sindical ha cumplido debidamente con lo dispuesto por los párrafos primero y segundo del art. 8º del C.C.T N° 557/09.-----

Otorgado en doble ejemplar, en Buenos Aires, a los **24** días del mes de **JULIO** de **DOS MIL DIECINUEVE**.-----

NORBERTO MONTELEONE
Gerente General
F. A. A.



FUTBOLISTAS ARGENTINOS AGREMIADOS

Fundado el 2 de Noviembre de 1944
Personería Gremial 121

Recibí de **FUTBOLISTAS ARGENTINOS AGREMIADOS** tres copias de constancias de transferencia del **Banco Credicoop** de \$ 613.335.-; de \$ 1.437.600.- y de \$ 4.777.980,66.- todas de fecha 24/07/19, a mi cuenta bancaria para el pago de remuneraciones por la suma total de **PESOS SEIS MILLONES OCHOCIENTOS VEINTIOCHO MIL NOVECIENTOS QUINCE CON 66/100 (\$ 6.828.915,66.-)** efectuada por el **CLUB ATLETICO BNAFIELD**.-----

Se aclara que el expresado importe de (**\$ 6.828.915,66.-**) resulta de haber deducido la suma de (**\$ 3.677.108,43.-**) en concepto de impuesto a las ganancias del monto total que me corresponde percibir, o sea (**\$ 10.506.024,09.-**) por el porcentaje convenido sobre la cesión **DEFINITIVA** de mi pase, formalizada entre el **CLUB ATLETICO BANFIELD** (Cedente) y la **MAJOR LEAGUE SOCCER L.L.C.** (Cesionario) la cual se convino en la suma total de **DOLARES ESTADOUNIDENSES UN MILLON SEISCIENTOS SEIS MIL CUATROCIENTOS VEINTICINCO CON 70/100 (US\$ 1.606.425,70.-)** según el respectivo Convenio de Transferencia suscripto el día **01** de **JULIO** de **DOS MIL DIECINUEVE**.-----

Dejo expresamente aclarado haber constatado la acreditación en mi cuenta del importe mencionado, quedando exento de toda responsabilidad **FUTBOLISTAS ARGENTINOS AGREMIADOS**, contra el cual no tendré derecho a formular reclamo alguno. Con lo precedentemente expuesto se acredita que la entidad Sindical ha cumplido debidamente con lo dispuesto por los párrafos primero y segundo del art. 8º del C.C.T N° 557/09.-----

Otorgado en doble ejemplar, en Buenos Aires, a los **24** días del mes de **JULIO** de **DOS MIL DIECINUEVE**.-----


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Gerente General
F. A. A.



TRANSFER AGREEMENT

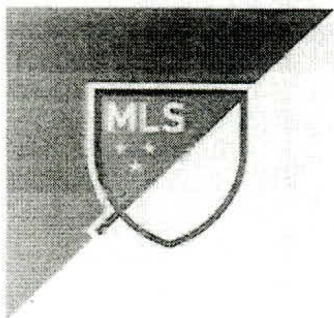
This transfer agreement, dated July 1, 2019 (this "Agreement"), is made between Major League Soccer, L.L.C. ("MLS"), a Delaware limited liability company whose principal place of business is located at 420 Fifth Avenue, 7th Floor, New York, NY 10018, United States of America, and which operates under the rules and regulations of the United States Soccer Federation, Club Atletico Banfield (the "Club"), a professional soccer team operating in Argentina under the rules and regulations of the Argentine Football Association, and BANFILEÑOS S. A. (the "Club Trustee") in its capacity as trustee to FIDEICOMISO DE RECONSTRUCCIÓN BANFILEÑA (the "Club Trust"), with the acknowledgement and acceptance of JULIAN SIMON CARRANZA (Date of Birth: May 22, 2000; Country of Nationality: Argentina) (the "Player").

The Club Trustee hereby represents and warrants to MLS that: (i) due to the financial position of the Club and in order to avoid its potential insolvency, the Club Trust was established in accordance with Argentine law 24.441 to collect all payments made to the Club and manage such payments received in accordance with the trust agreement, dated December 18, 2012, by and between the Club and the Club Trustee (the "Club Trust Agreement"), (ii) the Club Trustee has been duly appointed to act as the trustee to the Club Trust and has full legal capacity to enter into this Agreement on behalf of the Club Trust; (iii) any sums due from MLS hereunder are required to be paid to the Club Trust in accordance with Section 2.1.c of the Club Trust Agreement, and such payment shall fully and finally discharge any liability MLS has to the Club Trustee, the Club Trust, and/or the Club; (iv) this Agreement complies fully with and satisfies all obligations that the Club Trustee, the Club Trust, the Club, and the Player each respectively have under Argentine law in respect of the subject matter hereof; and (v) all applicable approvals and consents as required under Argentine law have been obtained by the Club Trustee to enable this Agreement to be entered into and for the Club Trustee, the Club Trust, and the Club to perform their respective duties and obligations, and receive any benefits due to them, hereunder.

1. **Transfer.** The parties agree that, subject to the satisfaction of the Conditions (as defined below), the Player's registration shall be transferred on a permanent basis by mutual agreement from the Club to MLS (the "Transfer"), such Transfer which shall be effective as of July 20, 2019, subject to and in accordance with the terms of this Agreement, including, but without limitation, each party fulfilling its respective obligations in respect of the Fédération Internationale de Football Association ("FIFA") Transfer Matching System (the "FIFA TMS"), each party uploading such documents and information to confirm the Transfer, and the Club taking all necessary steps to ensure that the Player's International Transfer Certificate ("ITC") is provided by the Argentine Football Association. It is acknowledged that the Player shall be registered to play with a team in membership of MLS (the "MLS Team").
2. **Transfer Fee.** In consideration of the Transfer from the Club to MLS, MLS agrees to pay to the Club Trust a transfer fee of Two Million And No/100 Dollars (U.S. \$2,000,000.00) (the "Transfer Fee"), which shall be payable within fourteen (14) business days following the execution of this Agreement. Payment of any sums under this Agreement is subject to receipt of a valid invoice and necessary tax forms by MLS from

MAJOR LEAGUE SOCCER

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Gerente General
F. A. A.



the Club Trustee, the Club Trust, and/or the Club (as required) and all relevant payment conditions and Conditions being satisfied. If any payments due hereunder are paid by MLS prior to the satisfaction of all Conditions and any Conditions remain unsatisfied by the date specified in Section "Conditions" below, then the Club Trustee, the Club Trust, and/or the Club (as applicable) shall immediately return to MLS the amounts of such payments, provided that the foregoing is in addition to any other right or remedy that MLS may have under this Agreement and/or under applicable law. Any taxes, levies, or dues required to be paid in the United States and Canada in connection with this Agreement shall be the responsibility and liability of MLS. Any taxes, levies, or dues required to be paid in the country of the Club in connection with this Agreement shall be the responsibility and liability of the Club Trustee, the Club Trust, and/or the Club (as applicable).


3. Future Transfer.

- a. For the purposes of this Section, a "Future Transfer" shall refer to MLS temporarily or permanently transferring the registration of the Player to another football club that is not in membership of MLS (save for any transfer to the Club) for a fee.
- b. MLS and the Club agree that, subject to sub-section (c) below, in the event of a Future Transfer, MLS shall pay the Club Trust a sum equal to Fifty Percent (50%) of the transfer fee received directly by MLS from such Future Transfer.
- c. The Club grants to MLS the option to pay the Club Trust Two Million Five Hundred And No/100 Dollars (U.S. \$2,500,000.00) on or before August 15, 2020, such payment which will have the effect of rendering the above sub-section (b) null and void. MLS may exercise such option by giving the Club written notice in accordance with Section "Notices" below, with such option to be exercised no later than 11:59pm Eastern Time Zone on August 1, 2020. Upon such payment, in the event of a Future Transfer for an initial guaranteed transfer fee of at least Six Million Five Hundred And No/100 Dollars (U.S. \$6,500,000.00), MLS shall pay the Club Trust a sum equal to Ten Percent (10%) of the transfer fee received directly by MLS from such Future Transfer.
- d. Where the fees described above are received in installments, MLS will pay the Club Trust proportionately following receipt of each installment. Payment of any sum due to the Club Trust under this Section shall be made within thirty (30) calendar days of the later of the date of receipt of funds by MLS and the date on which a valid invoice from the Club Trustee, the Club Trust, and/or the Club (as required) is received by MLS.

4. Conditions.

- a. The Transfer shall be subject to and conditioned upon:
 - i. MLS reaching a signed agreement with the Player as to his personal employment terms with MLS, which shall be in a form acceptable to MLS in its sole and absolute discretion;

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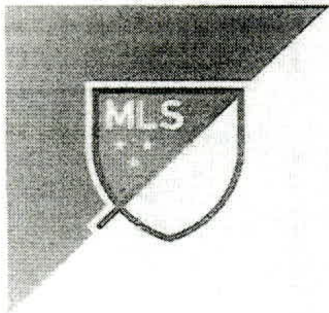

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 Gerente General
 F. A. A.



- ii. the Player passing a medical examination to MLS's satisfaction, in MLS's sole and absolute discretion;
- iii. the Player obtaining work authorization for the United States or Canada, as applicable; and
- iv. the Player becoming registered with MLS following MLS's receipt of the Player's International Transfer Certificate ("ITC")

(collectively, the "Conditions").

- b. If Conditions (i) and (iv) are not satisfied on or before 11:59pm Eastern Time Zone on July 20, 2019, and if Conditions (ii) and (iii) are not satisfied on or before 11:59pm Eastern Time Zone on February 20, 2020, this Agreement shall be null and void and of no further force or effect (save in respect of any provisions which are expressly or impliedly deemed to continue in force), and MLS shall not be obliged to register the Player. MLS shall have the right to waive the Conditions and/or extend the time and date for their satisfaction upon service of written notice on the Club and/or the Club Trustee.
5. **Solidarity & Training Compensation.** The Club and the Club Trustee hereby represent, warrant, and undertake to MLS on their own behalves, and on behalf of the Club Trust, that:
- a. following the Player's registration with MLS, MLS and/or the MLS Team may potentially be liable to make payments to the Player's former clubs and national associations, pursuant to Chapter VII, Article 20 ("Training Compensation") and/or Chapter VII, Article 21 ("Solidarity Mechanism") of the FIFA Regulations on the Status and Transfer of Players (as it may be amended from time to time, the "FIFA Regulations"), and it is agreed between the parties that the Club Trust and/or the Club shall settle any and all such liabilities over and above Sixteen Thousand And No/100 Dollars (US \$16,000) for and on behalf of MLS and/or the MLS Team from the sums payable to it hereunder; and
 - b. the Club Trustee, the Club Trust, and the Club shall jointly and severally indemnify MLS and the MLS Team immediately on demand in respect of any claims, actions, demands, losses, costs, expenses, liabilities, penalties, and damages over and above Sixteen Thousand And No/100 Dollars (US \$16,000) which are brought against them individually or jointly by any of the Player's former clubs and/or national associations for solidarity mechanism contribution and/or training compensation pursuant to the FIFA Regulations, including in respect of any claims, actions, demands, losses, costs, expenses, liabilities, penalties, and damages incurred by MLS and/or the MLS Team in connection therewith.



6. **Representations and Warranties.** The Club and the Club Trustee hereby represent, warrant, and undertake to MLS on their own behalves, and on behalf of the Club Trust, that:
- a. the Club holds the Player's registration, playing rights, and related benefits absolutely and is free from any contractual obligations and/or relationships with any other club, intermediary, or any other legal entity or person in respect of the Player and it is duly entitled to transfer the Player's permanent registration unencumbered to MLS so that MLS shall become the absolute beneficial owner of all interests and rights in connection therewith;
 - b. the Club shall continue to retain the Player's registration from the date hereof until the Player shall become registered with MLS or until this Agreement is terminated, whichever the sooner, and during such period neither the Club, the Club Trustee, the Club Trust, nor their advisors nor any intermediary on their behalf shall directly or indirectly solicit or accept offers for the transfer (permanent or temporary) of the Player's registration and/or negotiate or enter into any agreements or arrangements with any third parties other than MLS with regard to the transfer (permanent or temporary) of the Player's registration;
 - c. they shall each, and shall procure that the Player shall, do all things necessary to transfer the Player's registration to MLS in order that he shall be eligible to play for the MLS Team as soon as practically possible as so requested by MLS, including, but without limitation, terminating its employment contract with the Player, cancelling its registration of the Player, and completing any regulatory forms and documents as requested by MLS;
 - d. they accept the sums payable to the Club Trust hereunder in full and final settlement of any and all claims they individually and/or collectively may have against MLS and/or the MLS Team in respect of MLS's registration of the Player, including under the FIFA Regulations (including, but without limitation, any sums payable with respect to solidarity mechanism contribution and/or training compensation thereunder), and no further payments shall be made by MLS in respect of such matters;
 - e. save for the Player's former clubs and national associations that may have a claim for solidarity mechanism contribution and/or training compensation under the FIFA Regulations (as to which see sub-section (f) below), no other club, national association, or other legal entity or person shall be entitled to bring a claim against MLS and/or the MLS Team in respect of MLS's registration of the Player;
 - f. they shall settle any and all liabilities over and above Sixteen Thousand And No/100 Dollars (US \$16,000) that MLS and/or the MLS Team may have to any of the Player's former clubs and national associations in respect of solidarity mechanism contribution and/or training compensation under the



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 MLS

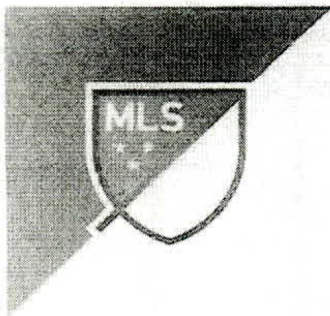
FIFA Regulations as a consequence of the Player's registration with MLS from the sums payable to it hereunder;

- g. the Player has not used any substance prohibited by any national and/or international anti-doping regulations and/or the World Anti-Doping Agency List of Prohibited Substances and Methods and has not been charged or found guilty of any doping offense under any national and/or international anti-doping regulations;
- h. they have disclosed to MLS details of any occasions that the Player has failed to attend any required anti-doping test and/or failed to comply with any requirements for providing any applicable whereabouts information pursuant to national and international anti-doping regulations;
- i. the Player does not have any criminal convictions for any matter in any country nor is he the subject of any ongoing criminal investigations or proceedings;
- j. the Player is not subject to any regulatory investigations which could lead to the Player being suspended from playing football, nor is he currently subject to any playing suspension which would require to be served following the transfer of his registration to MLS;
- k. they have made a full and honest disclosure to the MLS Team's medical staff of the Player's past and current medical history (including, but without limitation, all injuries, conditions/illnesses (physical and/or psychological) suffered and surgical procedures and treatments undertaken) that could in any way affect his health, fitness, and/or ability to play professional football for the MLS Team and the Club has, subject to the Player's consent for it to do so, provided copies of his medical records or (where applicable) provided assistance for such records to be obtained by the MLS Team from any relevant medical professionals;
- l. they shall pay all applicable taxes due on any amounts received in connection with this Agreement and not commit any act which might constitute an offense of tax evasion, the facilitation of tax evasion, money laundering, and/or corruption under any applicable law, regulation, or statute in any jurisdiction throughout the world;
- m. they agree that they shall not pay, either in whole or in part, any sums they receive in connection with this Agreement to: (i) the Player or any person on the Player's behalf; (ii) any intermediary or any person on an intermediary's behalf; or (iii) any official or representative of any club or any person on their behalf; save that nothing in this Section shall restrict the Club from utilizing such sums in the ordinary course of its business and in accordance with any applicable law, regulation, or statute; and
- n. they have full authority and are free to enter into this Agreement and their doing so does not violate any other agreement to which they may be a party.

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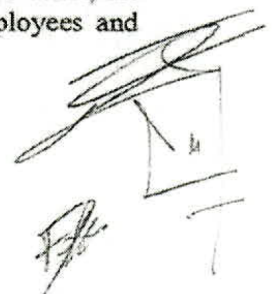


It is acknowledged that MLS has entered into this Agreement and has agreed to make payments under this Agreement in reliance on the representations, warranties, and covenants given hereunder.

7. **Indemnification.** The Club Trustee, the Club Trust, and the Club shall jointly and severally indemnify MLS on demand against all liabilities, costs, expenses, damages, and losses (including, but without limitation, any direct, indirect, or consequential losses, loss of profit, penalties and legal costs (calculated on a full indemnity basis), and all other professional costs and expenses) suffered or incurred by MLS arising out of or in connection with: (a) any breach of the representations, warranties, and covenants given hereunder; and/or (b) any claim made against MLS and/or the MLS Team in respect of the Player's registration with MLS.
8. **No Obligation.** Nothing in this Agreement shall:
 - a. impose any obligation on MLS and the MLS Team to register the Player in any capacity unless the Conditions shall have been satisfied (or otherwise waived by MLS) by the time and date specified in this Agreement (or by such other extended time and date as notified by MLS);
 - b. impose any obligation on the MLS Team to select the Player for any of its teams in any match; and/or
 - c. preclude MLS and/or the MLS Team from transferring the Player's registration (whether temporarily or permanently) at any time after the Player becoming registered with MLS.
9. **Financial Compliance.** Each party represents, warrants, and covenants to the other that in reaching the agreement herein and the transfer of funds in connection with the transfer of the Player's registration, it is acting in compliance with all regulations and statutes in all applicable jurisdictions, including, but without limitation, in respect of tax compliance, anti-money laundering, and anti-corruption.
10. **Anti-Corruption; Anti-Money Laundering.** The Club Trust, the Club Trustee, and the Club hereby represent, warrant, and covenant to MLS that they will not, in connection with the transactions contemplated in this Agreement, or in connection with any other transactions or activities in which it engages, transfer anything of value, directly or indirectly, to any government official, employee of a government-controlled company, political party, or other private (non-government) persons or entities working on behalf of any government in order to obtain any improper benefit or improper advantage. The Club Trust, the Club Trustee, and the Club further represent, warrant, and covenant that no money paid by the Club, the Club Trustee, and/or the Club to MLS has been or will be used to pay any bribe or kickback in violation of applicable anti-corruption and anti-bribery laws, including the U.S. Foreign Corrupt Practices Act of 1977 and the U.K. Bribery Act 2010, or in violation of this Section. The Club Trust, the Club Trustee, and the Club will ensure compliance with this Section by all of their employees and subcontractors.

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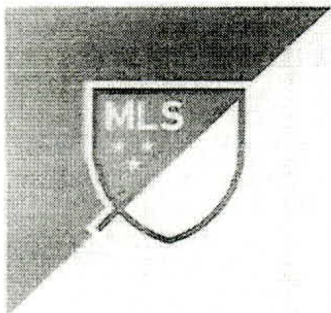

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 Gerente General
 F. A. A.





11. **Severability.** If any of the terms set forth in this Agreement are deemed to be invalid, illegal, unethical, or unenforceable, this shall not affect the legality, validity, and enforceability of the remaining terms of this Agreement, which shall remain in force. Only those terms deemed to be illegal, unenforceable, unethical, or invalid shall be deemed not to be part of this Agreement.
12. **Complete Agreement.** This Agreement contains the complete agreement between the parties with respect to the subject matter discussed herein and supersedes any prior understandings, representations, and agreements, written or oral, related to the subject matter discussed herein. The terms of this Agreement may not be amended or waived unless in writing and duly executed by both parties.
13. **Conflict.** If there is any conflict between the terms of this Agreement and any information entered into or contained within the FIFA TMS, then the terms of this Agreement shall prevail.
14. **Notices.** Any notice to be given pursuant to this Agreement shall be in writing and addressed to the party concerned at the address shown below (or such other address as notified by the parties in writing) and may be sent by: (a) personal hand delivery or courier service; or (b) email. Any such notice shall be deemed duly given as follows: (x) in the case of personal hand delivery or courier service at the time when a representative of the party signs to confirm receipt of the relevant delivery; or (y) in the case of email at the time of sending from the sender's computer system, provided the email was sent to the party's correct email address as set forth below (or such other email address as notified by the parties in writing) and the sender did not receive a notice of non-delivery.
 - If to MLS: Major League Soccer, L.L.C.
420 Fifth Avenue, 7th Floor
New York, NY 10018
United States of America
Attn: MLS Player Relations Department
Email: MLS.PlayerRelations@MLSsoccer.com
 - If to the Club, the Club Trustee, or the Club Trust:
Club Atletico Banfield
Vergara 1635/55
B1828AAO
Banfield, Pcia de Bs. As.
Argentina
Attn: Carlos Carpaneto
Email: ccarpa@hotmail.com
15. **Language.** Any translations of this Agreement are purely for convenience and, in case of any dispute, the English translation shall prevail.


 NORBERTO MONTELEONE
 Gerente General
 F.A.A.



16. **Confidentiality.** Except (a) as required by law, (b) to the applicable football authorities, (c) to the parties' respective professional advisors on terms at least as restrictive as those contained in this Agreement, or (d) with the prior written consent of the parties and the Player, none of the parties or the Player shall publicly disclose or publicize in any manner any of the specific terms of this Agreement, including, but without limitation, the financial terms of this Agreement. The foregoing does not purport to limit disclosure of information that: (w) is or becomes publicly available without breach of this Agreement; (x) was known to a party at the time of its receipt from the other party; (y) is rightfully received from a third party who did not acquire or disclose such information by a wrongful or tortious act; or (z) is inherently non-distinctive or non-proprietary in nature.
17. **Waiver.** Any failure or delay by MLS to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. A waiver by MLS of any right or remedy under this Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default.
18. **Expiry/Termination.** Expiry or termination of this Agreement shall not release the parties from any right, obligation, or liability 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 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 expiry or termination. For the avoidance of doubt, the rights, obligations, representations, warranties, and covenants of the parties set forth in Section "Solidarity & Training Compensation", Section "Representations & Warranties", Section "Indemnification", Section "Financial Compliance", Section "Anti-Corruption; Anti-Money Laundering", Section "Confidentiality", Section "Governing Law & Disputes", and this Section "Expiry/Termination" shall survive the expiry or termination of this Agreement.
19. **Assignment.** The rights and obligations of the parties hereto shall not be assignable, provided that MLS shall have the right to assign any or all of its rights and obligations hereunder to any affiliate of MLS, which affiliate may be formed under U.S. or foreign law; provided further that in any such case, such assignment shall not relieve MLS of its obligations hereunder. It is further acknowledged and agreed by the Club Trust, the Club Trustee, and the Club that in addition to MLS, the MLS Team shall have the right and standing to enforce the terms of this Agreement for and on behalf of MLS and itself, including, but without limitation, enforcing the terms of this Agreement against the Club Trust, the Club Trustee, and/or the Club in any proceedings commenced before any competent body, including FIFA and the Court of Arbitration for Sport (the "CAS").
20. **Governing Law & Disputes.** Any dispute arising from or related to this Agreement will be submitted to the competent body of FIFA, or if FIFA does not have jurisdiction, to the CAS, to be resolved in accordance with the Code of Sports-related Arbitration, such arbitration which shall be conducted in English.

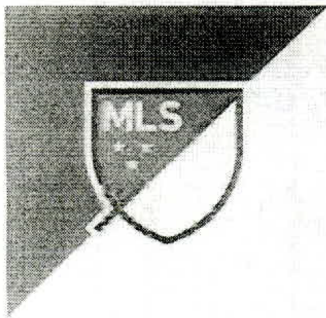


21. **Signature.** This Agreement shall become effective and binding only upon signature below by all parties to it.
22. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original, but all such counterparts shall constitute the same agreement. Any signature page of this Agreement may be detached from any counterpart without impairing the legal effect of any signatures thereon and may be attached to another counterpart, identical in form thereto, but having attached to it one or more additional signature pages. PDF or facsimile signatures shall have the same effect as original signatures.
23. **Third-Party Ownership.** The Club confirms that it has not entered into an agreement with a third party (defined as any party other than the two clubs transferring the player or any previous club with which the player has been registered) regarding the above-named player's economic rights.

[Signature page to follow]



NORBERTO MONTELEONE
Gerente General
F. A. A.



THIS AGREEMENT SHALL BE VALID ONLY WHEN SIGNED BY ALL PARTIES BELOW.

MAJOR LEAGUE SOCCER, L.L.C.

DocuSigned by:

21833DABBABE4DC...

Name: Lino DiCamillo

Title: Senior Vice President, Player Relations & Competition SVP

Date: 7/16/2019

CLUB ATLETICO BANFIELD

Name:

Title:

Date:

Roberto Walter
president

SPINDOLA FEDERICO
SECRETARIO

**BANFILEÑOS S. A. in its capacity as trustee to
FIDEICOMISO DE RECONSTRUCCIÓN BANFILEÑA**

Name:

Title:

Date:

Martin Aoyt
APOYT

Acknowledged and Accepted By:

JULIAN SIMON CARRANZA

Date:



Banco Credicoop Coop.Ltdo.
Banca Internet

Comprobante de emisión de TRANSFERENCIA INMEDIATA A CUENTAS DE OTROS BANCOS.

Fecha
24/07/2019 - 14:17:59

Nro Transacción
138944302

Cuenta de Débito:	CC\$ 191-049-005314/2
Importe de la operación:	\$613.335,00
Fecha de Pago:	24/07/2019
Cuenta a acreditar:	04400653-40000225043981
Importe de la transferencia:	\$613.335,00
Beneficiario:	CARRANZA Julian Simon JUG FP
Alias:	
Observaciones:	
Concepto:	VAR
Titular	CARRANZA JULIAN SIMON

Dicha transferencia se acreditará salvo error u omisión.



NORBERTO MONTELEONE
Gerente General
F. A. A.



Banco Credicoop Coop.Ltdo.
Banca Internet

Comprobante de emisión de TRANSFERENCIA INMEDIATA A CUENTAS DE OTROS BANCOS.

Fecha	Nro Transacción
24/07/2019 - 14:18:18	138944256

Cuenta de Débito:	CC\$ 191-049-005314/2
Importe de la operación:	\$1.437.600,00
Fecha de Pago:	24/07/2019
Cuenta a acreditar:	04400653-40000225043981
Importe de la transferencia:	\$1.437.600,00
Beneficiario:	CARRANZA Julian Simon JUG FP
Alias:	
Observaciones:	
Concepto:	VAR
Titular	CARRANZA JULIAN SIMON

Dicha transferencia se acreditará salvo error u omisión.



NORBERTO MONTELEONE
Gerente General
F. A. A.



Banco Credicoop Coop.Ltdo.
Banca Internet

Comprobante de emisión de TRANSFERENCIA INMEDIATA A CUENTAS DE OTROS BANCOS.

Fecha
24/07/2019 - 14:17:32

Nro Transacción
138944344

Cuenta de Débito:	CC\$ 191-049-005314/2
Importe de la operación:	\$4.777.980,66
Fecha de Pago:	24/07/2019
Cuenta a acreditar:	04400653-40000225043981
Importe de la transferencia:	\$4.777.980,66
Beneficiario:	CARRANZA Julian Simon JUG FP
Alias:	
Observaciones:	
Concepto:	VAR
Titular	CARRANZA JULIAN SIMON

Dicha transferencia se acreditará salvo error u omisión.



NORBERTO MONTELEONE
Gerente General
F.A.A.



Futbolistas Argentinos Agremiados

Fundado el 2 de Noviembre de 1944
Personería Gremial 121

CABA 18 de marzo de 2021.-

Sres.

Juzgado en lo Civil y Comercial Nº 11

De Lomas de Zamora

A cargo de la Dra. María Zulema Vila Jueza

Presente

De Nuestra Consideración:

Por medio de la presente nos dirigimos a Ud., en relación al oficio recibido en esta entidad sindical el día 16 de marzo del corriente, que en copia se adjunta, en los autos caratulados: **"NOGUES MARCELO ARIEL C/ CLUB ATLÉTICO BANFIELD SOCIEDAD CIVIL Y OTRO/A S/ DILIGENCIAS PRELIMINARES"** (Expte. Nº 82001), a fin de informar lo siguiente:

Con el fin de dar cabal respuesta a lo solicitado, se adjunta al presente copia de la documentación que obra en nuestra entidad sindical con respecto a la transferencia de los derechos federativos y económicos de Julián Simón Carranza al Mayor League Soccer L.L.C.

Dios Guarde a V.S.



NORBERTO MONTELEONE
Gerente General
F.A.A.