



# SOCIÉTÉ NAUTIQUE DE GENÈVE

Mr Marcus Young  
Commodore  
The Golden Gate Yacht Club  
1 Yacht Road  
San Francisco  
California 94123  
USA

23 April 2009

## 33<sup>rd</sup> America's Cup

Dear Commodore

We are writing to you following the second meeting we had with representatives of your Yacht Club at SNG on April 23, 2009.

Contrary to what you indicated in your letter dated April 7, 2009, you have unilaterally elected to breach the confidentiality of our discussions and decided to make public all your letters and proposals. We deeply regret it as this is not in the spirit of positive discussions and negotiations.

At this stage and as condition for any further mutual agreement discussions, we request that you finally declare your challenging vessel.

On July 11, 2007, you issued a Certificate of Name, Rig and specified Dimensions of a 90 by 90 feet keel yacht named USA. Although your Certificate was referring to a keel yacht, you kept the position throughout the Court proceedings that the Certificate was indeed referring to a multi-hull vessel. As a consequence, Justice Cahn ruled in your favour in two orders, dated March 17, 2008 and May 12, 2008, which have now both entered in force.

At the first meeting that was held with regard to your challenge at SNG on March 27, 2008, your representatives, Mr. Russell Coutts and Mr. Tom Ehman, insisted on setting an early date in October 2008 for us to race your challenging vessel. They indicated that such vessel was well under construction and that it was going to be launched soon. This was confirmed by a press release issued by BMW Oracle Racing on April 9, 2008.

As a consequence, we required you to deliver the Custom House Registry Certificate and in a letter of April 29, 2008, you indicated that you "were in communication with a US Coast Guard approved measurement organization" and that you were "following the customary process for obtaining the tonnage certificate and then the Certificate of Documentation from the US Coast Guard". You confirmed this again in your letter of 19<sup>th</sup> May 2008.





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In your press statements and letters of August 2008, we could read that your challenging vessel had “touched water” and that it was a giant trimaran, which had a waterline beam and length as per your Certificate. However, and contrarily to what you promised, you still have not delivered the Custom’s House Registry Certificate and you keep referring in some of your letters to a mono-hull keel yacht.

We now require you to confirm in good faith that the boat that you have launched on August 22, 2008 in Anacortes (USA), is the vessel described in your Certificate dated July 11, 2007, and named USA and we invite you to deliver immediately the corresponding Custom House Registry.

We further draw your attention to the fact that – based on your Certificate and your aforementioned declarations – we have been building a giant multi-hull to meet your challenge on the water. We did so in good faith based on the aforementioned declarations and we have assumed that you were acting like us in good faith. If it were proven not to be the case, we would have to reserve the right to claim for the damages arising for our Yacht Club.

We now assume that you will declare your boat in the coming days and we confirm that we are happy to discuss with you any other issue related to the Match for the America’s Cup including the organisation of a Challenger Selection Series and a reasonable extension of time to allow challengers an opportunity to prepare.

At this stage, we wish to confirm arrangements for the 33<sup>rd</sup> America’s Cup, if no further mutual agreement can be reached and it had to be conducted under the default terms of the Deed of Gift. We have been guided by the terms of your notice of challenge, the Deed of Gift and the rulings of the New York Courts. We advise as follows:

1. It is our intention to meet you on the water in accordance with the terms of the Deed. To accomplish this, we will adhere strictly to all aspects of your notice of challenge dated 11 July 2007, the Deed and the decisions of the Courts.
2. Our vessel, if of one mast, shall be not less than forty-four (44) feet nor more than ninety (90) feet on the load water-line; if of more than one mast it shall not be less than eighty (80) feet nor more than one hundred and fifteen (115) feet on the load water-line.
3. In accordance with your notice of challenge which specified Match dates for a Northern Hemisphere venue and given both clubs are situated in the Northern Hemisphere, you are advised that Société Nautique de Genève will select a venue in the Northern Hemisphere, with the consequence that pursuant to the express terms of the Deed under which we are both bound, the scheduled dates for the match shall be 3 May 2010 for the first race, 5 May 2010 for the second race and if required 7 May 2010 for the third race. In any case, one (1) week day shall intervene between the conclusion of one (1) race and the start of the next race. These dates are the very earliest dates permitted for the Match by the Deed after expiry of your tolled 10 month notice period.





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4. Three (3) races shall be sailed and the winner of two (2) of such races shall be entitled to the Cup. All such races shall be on ocean courses, which may include a venue in the Mediterranean, Baltic, North, Red, Black or other similar Sea, free from headlands, as follows:

The first race twenty (20) nautical miles to windward and return; the second race an equilateral triangular race of thirty nine (39) nautical miles, the first leg of which shall be a beat to windward; the third race (if necessary) twenty (20) nautical miles to windward and return.

5. These ocean courses shall be practicable in all parts for vessels of twenty two (22) feet draught of water and shall be selected by the America's Cup Committee of Société Nautique de Genève. The Committee will undertake a selection process over the next several months and will announce its decision not later than six months prior to the Match.
6. The races shall be sailed subject to such rules and sailing regulations as may now or hereafter be promulgated by the Société Nautique de Genève, so far as they do not conflict with the provisions of the Deed of Gift. No time allowances shall be permitted.
7. The representative vessel of the Société Nautique de Genève shall be named at the time agreed upon for the start of the Match. This vessel shall be of such dimensions as are consistent with the Deed of Gift. All design and construction elements, including such items as number of hulls and particulars of rigging, shall be of our choosing.
8. Société Nautique de Genève may adopt regulations clarifying and implementing the provisions of the Deed of Gift related to measurement of the challenging vessel and its compliance with the notice of challenge. We will promptly advise you of the adoption of any such regulations.

We look forward to racing in the 33<sup>rd</sup> America's Cup and if successful we hope to welcome a challenger for the 34<sup>th</sup> America's Cup, providing for an open multi challenger event where the cost of competition allows all competitors a realistic chance of winning.

  
Fred Meyer

Vice-Commodore and Chairman of America's Cup Committee

