

October 16, 2009

VIA HAND DELIVERY

The Honorable Shirley W. Kornreich  
The Supreme Court of the State of New York  
County of New York  
Part 54  
60 Centre Street, Room 418  
New York, New York 10022

Re: *Golden Gate Yacht Club v. Société Nautique de Genève, et al.*  
(New York County Clerk's Index No. 602446/07)

Dear Justice Kornreich:

We represent Golden Gate Yacht Club ("GGYC") in the above-referenced action. I write in response to Jonathan Youngwood's letter to the Court dated October 9, 2009, which is the third letter submitted by Société Nautique de Genève ("SNG") to this Court during the last two weeks.

First, SNG's speculation that GGYC "may have made false statements to the United States Coast Guard" is unfounded. As the Court is aware, SNG has been demanding for many months that GGYC provide its Certificate of Documentation ("COD") immediately. As this Court recognized in its September 18, 2009 Order, GGYC was unable to obtain a COD until it had received a builder's certificate from the boat-builder. Upon receiving this certificate, GGYC immediately applied for the COD, requesting "priority handling" of its application. Such an application required a planned departure date and intended destination. At the time, GGYC had noted its objections to the Ras al-Khaimah venue but was hoping a mutually agreeable resolution could be achieved. Holding back the completion of the application until it was certain when, and to where, GGYC's vessel would be shipped could have delayed receipt of the COD. Although GGYC's vessel did not ultimately depart for the UAE on September 25 (due, among other things, to the security concerns GGYC has identified), there was nothing improper about GGYC's application.

Second, SNG's allegation that GGYC's failure to disclose that it had obtained a "tonnage certificate" on June 12, 2009 "wasted valuable Court resources" is likewise unfounded. As SNG recognizes, the tonnage certificate is only one of the prerequisites for obtaining a COD. As noted above, GGYC did not yet have the builder's certificate, the other prerequisite. GGYC never suggested to the Court that it did not have a tonnage

certificate, and SNG has failed to demonstrate why it would have mattered to the proceedings that GGYC did have a tonnage certificate.

Third, counsel for SNG accuses GGYC of “unsportsmanlike conduct”. I think it is fair to point out that it was SNG, not GGYC, that engaged in such “unsportsmanlike conduct” as attempting to avoid a legitimate challenge by agreeing to race a sham yacht club; promulgating a set of rules so one-sided as to virtually guarantee victory by the defender; refusing repeated offers to negotiate an agreement on the terms for the next match with GGYC as has been done in nearly every America’s Cup in modern history; entering into a secret agreement with the International Sailing Federation (“ISAF”) that secures for SNG a veto over the appointment of all racing officials and eliminates any redress to a neutral authority for improper rules changes or decisions by SNG; issuing measurement rules designed to disqualify GGYC despite an explicit assurance to the Court that this would not happen; and selecting a venue that violates the Deed of Gift and subjects GGYC to unnecessary danger.

Finally, I understand that the Court indicated on a teleconference with the parties (which I was unable to attend because I was in Pakistan) that it would like to be notified as soon as possible if either of the parties presently intends to file any additional motions. Although GGYC does not presently intend to file any additional motions, as SNG is aware, GGYC is considering filing an action alleging that SNG’s conduct constitutes a breach of its fiduciary duties as trustee and seeking the removal of SNG as trustee. Such action remains under consideration. If such an action is filed it will be filed in the next 10 days.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "David Boies", written in a cursive style.

David Boies

cc: Barry Ostrager, Esq. (by electronic mail)  
Jonathan K Youngwood, Esq. (by electronic mail)  
James Kearney, Esq. (by electronic mail)