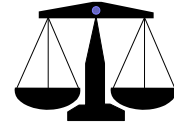




AMERICA'S CUP 32

AMERICA'S CUP JURY JURY NOTICE JN010 19th April 2005



+39 Applications ACJ005 ACJ006

To: Challengers and Defender
Copies: ACM, Chief Measurer, AC Media.

Applicant: +39 – Clan Des Team Challenge S.P.A. (“+39”)

1. Applications were filed by +39 on 21st March 2005 (ACJ005) and 25th March 2005 (ACJ006) pursuant to Article 5.1 of the Rules of Procedure.
2. As the substantive issues are similar in each application, on 4th April the Jury directed that the two cases be consolidated and dealt with together.
3. The timetable was amended and all parties on the Service Address List were directed to submit any responses by 7th April 12h00 UT. +39 was entitled to submit a reply by 12th April 12h00 UT.
4. El Reto on behalf of the Real Federación Española de Vela (“El Reto”) filed a response on 7th April.
5. Team Alinghi SA as representative of Société Nautique de Genève (“Alinghi”) filed a submission on 7th April approximately two hours after the time limit set by the Jury for filing responses expired.
6. On 9th April +39 filed an application concerning the request of confidentiality of evidence submitted by El Reto, for an extension of the 12th April deadline for +39 to submit a response. They further requested the Jury to determine a new deadline once the decision on confidentiality was made by the Jury and to exclude the submission made by Alinghi which was filed out of time.
7. Both Applications are in relation to athletes who +39 claim have unlawfully left +39 and joined the El Reto team. +39 has sought a number of orders including orders for interim relief under Rule 13 of the Rules of Procedure to restrain the individuals concerned from sailing for El Reto, or their suspension or expulsion pursuant to Article 21.4(c)(viii) of the Protocol.
8. To facilitate the matter the Jury has determined that it is appropriate to immediately provide answers, and where appropriate directions, on some of the key issues raised in the applications.

Answers

9. With regard to the claims by +39 concerning the individual athletes, the Jury considers that Article 21 of the Protocol does not confer jurisdiction on the Jury to resolve disputes between a Competitor and an employee athlete. Such disputes are required to be dealt with between the Competitor and athlete pursuant to whatever

contractual jurisdiction arrangements they may have put in place. For the same reasons, the Jury does not have jurisdiction to order preliminary relief against an employee athlete.

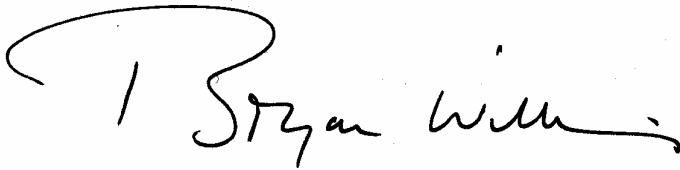
10. The Jury does not consider it is required, nor has the power, to authorise a Competitor such as +39 to issue proceedings in a court or other tribunal. A Competitor is permitted to do so in the particular circumstances provided for in Article 22.3 of the Protocol. This includes claims as between Competitors and their employees including claims for breach of confidentiality.
11. The Jury considers it has jurisdiction to hear a dispute between Competitors pursuant to Article 21.4(b) of the Protocol where it relates to their participation in the Event as defined in the Protocol. This would include jurisdiction to consider the claim by +39 against El Reto concerning fair play and sportsmanship with reference to the Deed of Gift, Articles 2 and 11.2(a) of the Protocol and the Racing Rules of Sailing.
12. Recognising the principles embodied in Article 22.1 of the Protocol whereby the award of the Jury is final and binding and that Article 22.2 of the Protocol prohibits the issue of proceedings or suit in any court or other tribunal against the parties as identified in that Article, it is not the Jury's intention or desire to have disputes that may arise in the context of the America's Cup determined other than by the Jury, except in the very limited circumstances provided for in Article 22.3 of the Protocol.
13. If +39 chose to issue proceedings against the athletes concerned under, for example Articles 22.3(a) and (d), matters arising in those proceedings are likely to have a significant bearing on the claims by +39 for breaches of fair play and sportsmanship. If, for example, proceedings were issued in an Italian court, which in this case is the parties' chosen jurisdiction and it is determined that the contractual arrangements were either of no effect under Italian law or had been properly terminated, this is likely to lead to a different perspective than if the reverse was the case.
14. For the reasons expressed above, the Jury does not have jurisdiction with regard to claims as between a Competitor and their employees. Therefore the Jury is not in a position to express a view on this aspect of the dispute.
15. The Jury therefore declines to grant the applications for interim relief requested by +39 in respect of the individual athletes.

Fair Play and Sportsmanship claims

16. Given the above, should +39 wish to continue with those parts of its application concerning breaches of fair play and sportsmanship against El Reto as a Competitor, then the following procedural orders will apply:
 - (a) The request by El Reto in its response of 7th April that its evidence be kept confidential will require further submissions and consideration by the Jury. El Reto will be given until 27th April 2005 for an opportunity to refute or explain whether legal privilege will continue to apply to the professional advice they have received as to the interpretation of the letter of intent and to remove any matters from their evidence that they consider are confidential and sensitive in

terms of Rule 8.1 of the Rules of Procedure. The Jury will then further review that submission and any amended evidence.

- (b) If the Jury decides to release such evidence, it will be provided to +39 only and +39 will be first required to give a written undertaking to the Jury that any such evidence that is made available to them will only be used for the purposes of this application and cannot and will not be used in any other court or tribunal without the lawful order of any such court or tribunal.
- (c) The submission of Alinghi dated 7th April 2005 is accepted by the Jury.
- (d) In the event that the El Reto evidence is made available to +39 the Jury will provide a short timetable to entitle them to respond. El Reto will not have a further opportunity to then respond to +39. No further or new evidence will be permitted from that point.
- (e) Recognising the seriousness of a claim concerning fair play and sportsmanship subject to completion of the above procedural matters a hearing would be required by the Jury with reference to the provisions of the Protocol and the Racing Rules of Sailing.
- (f) Other procedural directions will be given as the Jury may consider appropriate under Rule 12 of the Rules of Procedure.

A handwritten signature in black ink that reads "Bryan Willis". The signature is written in a cursive style with a large, looping initial "B".

Bryan Willis

America's Cup Jury:

Gabrielle Kaufmann-Kohler, Graham McKenzie, Henry Menin, David Tillett, Bryan Willis (chairman)