

Exhibit A

**AMERICAN ARBITRATION ASSOCIATION
Commercial Arbitration Tribunal**

In the Matter of the Arbitration between

CAT Charter LLC; DANIEL RYAN
and PATRICIA RYAN

Claimants,
vs.

MULTIHULL TECHNOLOGIES, INC.; and
WALTER SCHURTENBERGER,

Respondents.

CASE No. 32 421 Y 00787 08

AWARD OF ARBITRATORS

WE, THE UNDERSIGNED ARBITRATORS, having been designated in accordance with the Arbitration Agreement of paragraph X. of the Agreement for Construction of Vessel (ACV) entered into between the parties, dated February 4, 2005, and entered into evidence as Claimant's Exhibit No. 1, and having been duly sworn and having heard the allegations, proofs, and evidence of the parties, AWARD, as follows, based on full consideration of such allegations, proofs, and evidence:

1. On the claim of the Claimants, CAT CHARTER, LLC; DANIEL RYAN; and PATRICIA RYAN (hereinafter collectively "Claimants"), for violation of the Florida Deceptive and Unfair Trade Practices Act ("FDUTPA"), we find that Claimants have proven their claim against Respondents, MULTIHULL TECHNOLOGIES, INC. (hereinafter "MTI"), and WALTER SCHURTENBERGER ("SCHURTENBERGER"), by the greater weight of the evidence;

2. On the claim of the Claimant, CAT CHARTER, LLC, for breach of contract by Respondent MTI, we find that Claimant, CAT CHARTER, LLC has proven its claim against MTI by the greater weight of the evidence;

3. All other claims of the Claimants are hereby denied. All counter-claims of the Respondents, MTI and SCHURTENBERGER, are denied;

4. On the claim of the Claimants for entitlement to attorney's fees in this arbitration proceeding and entitlement to an award of arbitration expenses and costs, inclusive of the arbitrators' fees and costs, we find that Claimants are the substantially prevailing parties in this arbitration and are entitled to an award of such fees and costs against the Respondents, MTI and SCHURTENBERGER.

5. On the claim of the Respondents for entitlement to attorney's fees and costs in this arbitration, we find that Respondents are not the substantially prevailing parties in this arbitration, and said claim is denied;

6. On the claim by Claimants for civil theft which the Arbitrators have denied, the Arbitrators find that Claimants raised a claim that had substantial fact and legal support pursuant to Fla. Stat. §772.104(3). More specifically, we find that the issues relating to missing resin and the cost of the skiff presented substantial fact issues raised by Claimants, justifying denial of any attorney's fees for Respondents;

7. We find that Claimants are entitled to recover as damages under FDUTPA and/or for breach of contract against the Respondents, jointly and severally, the sum of \$1,934,544.00 for the principal sum paid towards construction and purchase of the vessel, plus \$67,380.00 for additional damages, for a total of \$2,001,924.00, with interest accruing thereon at the statutory rate from July 31, 2008;

8. Claimants are awarded court reporter fees in the amount of \$13,791.37. All other costs and fees, including expert's fees, are reserved for determination by the Court;

9. Accordingly, Respondents MTI and SCHURTENBERGER shall jointly and severally pay to the Claimants a total of \$2,015,715.30.

10. The administrative fees of the AAA, totaling \$11,250.00, shall be borne entirely by MTI and SCHURTENBERGER jointly and severally. The fees and expenses of the arbitrator(s), totaling \$84,073.11, shall be borne entirely by MTI and SCHURTENBERGER jointly and severally. Therefore, MTI and SCHURTENBERGER jointly and severally shall reimburse CAT Charter LLC the additional sum of \$53,286.57, representing that portion of said fees and expenses in excess of the apportioned costs previously incurred by CAT Charter LLC.

11. Pursuant to Article V of the ACV, Claimant, CAT CHARTER, LLC shall have a first lien on the vessel known as the "Magic" for all monies due them pursuant to this Award. Respondent, MTI, shall execute all documentation necessary to perfect a security interest and first lien on the vessel known as the "Magic," including, without limitation, a UCC financing statement.

12. The above sums are to be paid on or before 30 days from the date of this Award.

13. This award is in full settlement of all claims and counterclaims submitted to this Arbitration. All claims that expressly granted herein are hereby, denied.

14. This Award may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute together one and the same instrument.