

MARRIOTT INTERNATIONAL INC /MD/  
Form SC 13D  
May 26, 2006

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

SCHEDULE 13D

Information to be included in statements filed pursuant to Rule 13d-1(a) and amendments thereto filed pursuant to Rule 13d-2(a)

Under the Securities Exchange Act of 1934

MARRIOTT INTERNATIONAL, INC.  
(Name of Issuer)

Class A Common Stock, \$0.01 par value  
(Title of Class of Securities)

571903103  
(CUSIP Number)

Ralph W. Hardy, Jr.  
Dow Lohnes PLLC  
1200 New Hampshire Avenue, N.W.  
Washington, D.C. 20036 (202) 776-2000  
(Name, Address and Telephone Number of Person  
Authorized to Receive Notices and Communications)

May 17, 2006  
(Date of Event Which Requires Filing of This Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of Rule 13d-1(e), 13d-1(f) or 13d-1(g), check the following box.     

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

SCHEDULE 13D

---

CUSIP No. 571903103

---

Edgar Filing: MARRIOTT INTERNATIONAL INC /MD/ - Form SC 13D

1 NAME OF REPORTING PERSON  
I.R.S. IDENTIFICATION NO. OF ABOVE PERSON (ENTITIES ONLY)

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP

3 SEC USE ONLY

4 SOURCE OF FUNDS

5 CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS

6 CITIZENSHIP OR PLACE OF ORGANIZATION

NUMBER OF SHARES  
BENEFICIALLY  
OWNED BY  
EACH  
REPORTING  
PERSON  
WITH

7 SOLE VOTING POWER

8 SHARED VOTING POWER

9 SOLE DISPOSITIVE POWER

10 SHARED DISPOSITIVE POWER

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

24,027,960+\*

12 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

14 TYPE OF REPORTING PERSON

+ On April 28, 2006, Marriott International, Inc. announced a two-for-one stock split in the form of a stock dividend with a record date of May 18, 2006 and a payment date of June 9, 2006. All share amounts presented in this table are in effect to the two-for-one stock split.

\* Consists of 13,200,000 shares owned by Thomas Point Ventures, L.P., whose sole general partner is JWM Family Enterprises, L.P. and 10,827,960 shares owned by JWM Family Enterprises, L.P. JWM Family Enterprises, Inc. is the sole general partner of JWM Family Enterprises, L.P.

Edgar Filing: MARRIOTT INTERNATIONAL INC /MD/ - Form SC 13D

\*\* The denominator is based on 413,906,314 shares of Class A Common Stock outstanding as of April 30, 2014, the date of the filing of this Schedule 13D. See page 10 of the Form 10-Q.

SCHEDULE 13D

CUSIP No. 571903103

1 NAME OF REPORTING PERSON  
I.R.S. IDENTIFICATION NO. OF ABOVE PERSON (ENTITIES ONLY)

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP

3 SEC USE ONLY

4 SOURCE OF FUNDS

5 CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100

6 CITIZENSHIP OR PLACE OF ORGANIZATION

NUMBER OF SHARES  
BENEFICIALLY  
OWNED BY  
EACH  
REPORTING  
PERSON  
WITH

7 SOLE VOTING POWER

8 SHARED VOTING POWER

9 SOLE DISPOSITIVE POWER

10 SHARED DISPOSITIVE POWER

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  
24,027,960+\*

12 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

Edgar Filing: MARRIOTT INTERNATIONAL INC /MD/ - Form SC 13D

14 TYPE OF REPORTING PERSON

+ On April 28, 2006, Marriott International, Inc. announced a two-for-one stock split in the form of a stock split effective date of May 18, 2006 and a payment date of June 9, 2006. All share amounts presented in this table are in effect to the two-for-one stock split.

\* Consists of 13,200,000 shares owned by Thomas Point Ventures, L.P., whose sole general partner is Thomas Point Ventures, L.P. and 10,827,960 shares owned by JWM Family Enterprises, L.P. JWM Family Enterprises, Inc. is the sole general partner of JWM Family Enterprises, L.P.

\*\* The denominator is based on 413,906,314 shares of Class A Common Stock outstanding as of April 28, 2006, the date of the filing of this Form 10-Q.

SCHEDULE 13D

CUSIP No. 571903103

1 NAME OF REPORTING PERSON  
I.R.S. IDENTIFICATION NO. OF ABOVE PERSON (ENTITIES ONLY)

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP

3 SEC USE ONLY

4 SOURCE OF FUNDS

5 CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100

6 CITIZENSHIP OR PLACE OF ORGANIZATION

NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH

7 SOLE VOTING POWER

8 SHARED VOTING POWER

9 SOLE DISPOSITIVE POWER

10 SHARED DISPOSITIVE POWER

Edgar Filing: MARRIOTT INTERNATIONAL INC /MD/ - Form SC 13D

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  
67,512,200+\*\*

12 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

14 TYPE OF REPORTING PERSON

+ On April 28, 2006, Marriott International, Inc. announced a two-for-one stock split in the form of a stock split effective date of May 18, 2006 and a payment date of June 9, 2006. All share amounts presented in this table are in effect to the two-for-one stock split.

\* Consists of the following: (a) 4,552,474 shares held directly by J. W. Marriott, Jr.; (b) 7,400,000 shares held by J. W. Marriott, Jr. currently exercisable or exercisable within 60 days; and (c) 400,000 shares in a 401(k) account.

\*\* Consists of the following: (a) 5,949,354 shares held by 16 trusts for the benefit of the children of Richard E. Marriott, for which J. W. Marriott serves as co-trustee; (b) 10,298,610 shares held by Alice S. Marriott Foundation, a charitable foundation, for which J.W. Marriott, Jr. serves as a co-trustee; (c) 13,200,000 shares held by a charitable annuity trust created by the will of J. Willard Marriott, Sr., in which the trust has a remainder interest and for which he serves as a co-trustee; (d) 395,756 shares held by two trusts of J.W. Marriott Jr., for which Richard E. Marriott serves as trustee; (e) 10,827,960 shares owned by J.W. Marriott Jr. whose general partner is a corporation of which J.W. Marriott, Jr. is a director; (f) 13,200,000 shares owned by JWM Ventures, L.P., whose general partner is JWM Family Enterprises, L.P.;

CUSIP No. 571903103

(g) 320,000 shares owned by JWM Associates Limited Partnership, in which J.W. Marriott, Jr. is a general partner; (h) 49,000 shares held by four trusts for the benefit of J. W. Marriott, Jr.'s children, for which J.W. Marriott, Jr. and his wife serve as co-trustee (Mr. Marriott disclaims beneficial ownership of such shares); (i) 49,000 shares for the benefit of John W. Marriott III's children, for which the spouses of John W. Marriott III and his wife serve as co-trustees (Mr. Marriott disclaims beneficial ownership of such shares); (j) 58,654 shares owned by J.W. Marriott, Jr. Foundation, for which J.W. Marriott, Jr., his wife and an unrelated person serve as trustees; (k) 48,412 shares owned by J.W. Marriott, Jr. and his wife (Mr. Marriott disclaims beneficial ownership of such shares); (l) 48,412 shares owned for the benefit of Stephen Garff Marriott's children, for which the spouses of Stephen Garff Marriott and his wife serve as co-trustees (Mr. Marriott disclaims beneficial ownership of such shares); and (m) 185,314 shares owned for the benefit of Stephen Garff Marriott's children, for which Stephen Garff Marriott and the spouses of Stephen Garff Marriott and his wife J.W. Marriott, Jr. serve as trustees (Mr. Marriott disclaims beneficial ownership of such shares). Mr. Marriott disclaims beneficial ownership of the foregoing shares in excess of his pecuniary interest.

\*\*\* J.W. Marriott, Jr., John W. Marriott III, Deborah Marriott Harrison, Stephen Garff Marriott and his wife (collectively, the "Individual Reporting Persons") may be deemed to be a "group" within the meaning of the Securities Exchange Act of 1934, as amended, and therefore each Individual Reporting Person may be deemed to own the shares held by all other Individual Reporting Persons. The aggregate number of shares beneficially owned by the Individual Reporting Persons is 67,512,200, including 7,831,832 shares of Class A Common Stock issuable upon exercise of options exercisable within 60 days.

Edgar Filing: MARRIOTT INTERNATIONAL INC /MD/ - Form SC 13D

\*\*\*\* The denominator is based on (a) 413,906,314 shares of Class A Common Stock outstanding as of the reporting date and (b) 7,831,832 shares subject to options exercisable within 60 days of the reporting date.

SCHEDULE 13D

CUSIP No. 571903103

1 NAME OF REPORTING PERSON  
I.R.S. IDENTIFICATION NO. OF ABOVE PERSON (ENTITIES ONLY)

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP

3 SEC USE ONLY

4 SOURCE OF FUNDS

5 CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 10 AND 11

6 CITIZENSHIP OR PLACE OF ORGANIZATION

NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER
	8	SHARED VOTING POWER
	9	SOLE DISPOSITIVE POWER
	10	SHARED DISPOSITIVE POWER

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  
67,512,200+\*\*\*\*

12 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

Edgar Filing: MARRIOTT INTERNATIONAL INC /MD/ - Form SC 13D

14

TYPE OF REPORTING PERSON

+ On April 28, 2006, Marriott International, Inc. announced a two-for-one stock split in the form of a stock split effective date of May 18, 2006 and a payment date of June 9, 2006. All share amounts presented in this table are in effect to the two-for-one stock split.

\* Consists of the following: (a) 819,434 shares held directly by John W. Marriott III; (b) 16,000 shares awarded under Marriott's 2002 Comprehensive Stock and Cash Incentive Plan; (c) 261,480 shares exercisable or exercisable within 60 days; (d) 10,318 shares in John W. Marriott III's 401(k) account deferred bonus stock.

\*\* Consists of the following: (a) 10,827,960 shares owned by JWM Family Enterprises, L.P. whose sole member is John W. Marriott III; (b) 13,200,000 shares owned by Thomas Point Ventures, L.P., a wholly owned subsidiary of JWM Family Enterprises, L.P.; (c) 320,000 shares owned by JWM Associates Limited Partnership, in which John W. Marriott III is a limited partner; (d) 658,720 shares held by a trust for the benefit of John W. Marriott III, for which John W. Marriott III and an unrelated person serve as co-trustees; (e) 770,960 shares held by two trusts for the benefit of John W. Marriott III, in which J.W. Marriott, Jr. and Richard E. Marriott serve as co-trustees; (f) 49,044 shares owned by John W. Marriott III's children, for which the spouses of

CUSIP No. 571903103

John W. Marriott III and J.W. Marriott, Jr. serve as co-trustees; (g) 31,210 shares owned by John W. Marriott III (Mr. Marriott disclaims beneficial ownership of such shares); and (h) 131,754 shares held as trustee for the benefit of John W. Marriott III's children, for which John W. Marriott III, his wife and Deborah W. Marriott serve as trustees. In addition, while not reflected in the table, John W. Marriott III is a trustee of two trusts for the benefit of David Sheets Marriott's children, for which John W. Marriott III, David Sheets Marriott and Deborah W. Marriott's wife serve as trustees. Mr. Marriott disclaims beneficial ownership of all of the foregoing pecuniary interest.

\*\*\* The Individual Reporting Persons may be deemed to be a "group" within the meaning of Section 13(d) of the Securities Exchange Act of 1934, as amended, and therefore each Individual Reporting Person may be deemed to be a member of the group by all other Individual Reporting Persons. The aggregate number of shares beneficially owned by the Individual Reporting Persons is 67,512,200, including 7,831,832 shares of Class A Common Stock issuable upon the exercise of options exercisable within 60 days.

\*\*\*\* The denominator is based on (a) 413,906,314 shares of Class A Common Stock outstanding as of the date of the filing of the Form 10-Q and (b) 7,831,832 shares subject to options exercisable within 60 days of the date of the filing of the Form 10-Q.

SCHEDULE 13D

CUSIP No. 571903103

1

NAME OF REPORTING PERSON

I.R.S. IDENTIFICATION NO. OF ABOVE PERSON (ENTITIES ONLY)

Edgar Filing: MARRIOTT INTERNATIONAL INC /MD/ - Form SC 13D

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP

3 SEC USE ONLY

4 SOURCE OF FUNDS

5 CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS

6 CITIZENSHIP OR PLACE OF ORGANIZATION

NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER
	8	SHARED VOTING POWER
	9	SOLE DISPOSITIVE POWER
	10	SHARED DISPOSITIVE POWER

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

67,512,200+\*\*\*

12 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

14 TYPE OF REPORTING PERSON

+ On April 28, 2006, Marriott International, Inc. announced a two-for-one stock split in the form of a stock dividend with a record date of May 18, 2006 and a payment date of June 9, 2006. All share amounts presented in this table have been adjusted to reflect the effect to the two-for-one stock split.

\* Consists of the following: (a) 618,130 shares held directly by Deborah Marriott Harrison; and (b) 13,200,000 shares held in trusts for the benefit of Deborah Marriott Harrison's children, for which Deborah Marriott Harrison is the trustee.

\*\* Consists of the following: (a) 10,827,960 shares owned by JWM Family Enterprises, L.P. whose sole member is Deborah Marriott Harrison; (b) 13,200,000 shares owned by Thomas Point Venture Partners, L.P., a subsidiary of JWM Family Enterprises, L.P.; (c) 688,340 shares held by a trust for the benefit of Deborah Marriott Harrison, Jr.'s wife and an unrelated person serve as co-trustees; (d) 798,940 shares held by two trusts for the benefit of Deborah Marriott Harrison, for which J.W. Marriott, Jr. and Richard E. Marriott serve as co-trustees; (e) 12,620 shares held jointly by Deborah Marriott Harrison and her husband; (f) 40 shares held by Deborah Marriott Harrison's child; (g) 34,606 shares held in four trusts for the benefit of Deborah Marriott Harrison's children.



Edgar Filing: MARRIOTT INTERNATIONAL INC /MD/ - Form SC 13D

-----  
CUSIP No. 571903103  
-----

Deborah Marriott Harrison, her husband and Leanne Harrison Giles serve as trustees; (i) 117,338 Deborah Marriott Harrison's husband, Ronald Taylor Harrison, currently exercisable or exercisable disclaims beneficial ownership of such shares); and (j) 1,020 shares of deferred bonus stock in t Harrison's husband, Ronald Taylor Harrison (Mrs. Harrison disclaims beneficial ownership of such reflected in the table, Mrs. Harrison is also a trustee for three trusts, holding 131,754 shares Marriott III's children, for which John W. Marriott III, his wife and Deborah Marriott Harrison s disclaims beneficial ownership of all of the foregoing shares in excess of her pecuniary interest

\*\*\* The Individual Reporting Persons may be deemed to be a "group" within the meaning of Section Exchange Act of 1934, as amended, and therefore each Individual Reporting Person may be deemed to by all other Individual Reporting Persons. The aggregate number of shares beneficially owned by Persons is 67,512,200, including 7,831,832 shares of Class A Common Stock issuable upon the exerc exercisable within 60 days.

\*\*\*\* The denominator is based on (i) 413,906,314 shares of Class A Common Stock outstanding as o facing page of the Form 10-Q and (ii) 7,831,832 sharessubject to options exercisable within 60 d

SCHEDULE 13D

-----  
CUSIP No. 571903103  
-----

-----  
1 NAME OF REPORTING PERSON  
I.R.S. IDENTIFICATION NO. OF ABOVE PERSON (ENTITIES ONLY)  
-----  
2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP  
-----  
3 SEC USE ONLY  
-----  
4 SOURCE OF FUNDS  
-----  
5 CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS  
-----  
6 CITIZENSHIP OR PLACE OF ORGANIZATION  
-----  
NUMBER OF SHARES 7 SOLE VOTING POWER  
BENEFICIALLY -----

Edgar Filing: MARRIOTT INTERNATIONAL INC /MD/ - Form SC 13D

OWNED BY EACH REPORTING PERSON WITH	8	SHARED VOTING POWER
	9	SOLE DISPOSITIVE POWER
	10	SHARED DISPOSITIVE POWER
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON	
	67,512,200+***	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)	
14	TYPE OF REPORTING PERSON	

+ On April 28, 2006, Marriott International, Inc. announced a two-for-one stock split in the form of a stock split effective date of May 18, 2006 and a payment date of June 9, 2006. All share amounts presented in this table have been adjusted in effect to the two-for-one stock split.

\* Consists of the following: (a) 1,139,132 shares held directly by Stephen Garff Marriott; (b) 117,000 shares currently exercisable or exercisable within 60 days; and (c) 2,778 shares held in Mr. Marriott's trust.

\*\* Consists of the following: (a) 10,827,960 shares owned by JWM Family Enterprises, L.P. whose general partner is which Stephen Garff Marriott is a director; (b) 13,200,000 shares owned by Thomas Point Ventures, LLC, a Family Enterprises, L.P.; (c) 654,720 shares held by a trust for the benefit of Stephen Garff Marriott, Jr.'s wife and an unrelated person serve as co-trustees; (d) 787,220 shares held by two trusts for the benefit of Stephen Garff Marriott, Jr. for which J.W. Marriott, Jr. and Richard E. Marriott serve as co-trustees; (e) 43,230 shares held for the benefit of Stephen Garff Marriott's wife (Mr. Marriott disclaims beneficial ownership of such shares); (f) 48,412 shares held for the benefit of Stephen Garff Marriott's children, for which the spouses of Stephen Garff Marriott and an unrelated person serve as co-trustees (Mr. Marriott disclaims beneficial ownership of such shares); and (g) 185,314 shares held for the benefit of Stephen Garff Marriott's children, for which Stephen Garff Marriott and the spouses of Stephen Garff Marriott, Jr. serve as trustees. Mr. Marriott disclaims beneficial ownership of the foregoing shares in effect to the two-for-one stock split.

CUSIP No. 571903103

of Stephen Garff Marriott's children, for which Stephen Garff Marriott and the spouses of Stephen Garff Marriott, Jr. serve as trustees. Mr. Marriott disclaims beneficial ownership of the foregoing shares in effect to the two-for-one stock split.

\*\*\* The Individual Reporting Persons may be deemed to be a "group" within the meaning of Section 13D of the Securities Exchange Act of 1934, as amended, and therefore each Individual Reporting Person may be deemed to be a member of the group by all other Individual Reporting Persons. The aggregate number of shares beneficially owned by the Individual Reporting Persons is 67,512,200, including 7,831,832 shares of Class A Common Stock issuable upon the exercise of options exercisable within 60 days.

Edgar Filing: MARRIOTT INTERNATIONAL INC /MD/ - Form SC 13D

\*\*\*\* The denominator is based on (a) 413,906,314 shares of Class A Common Stock outstanding as of the reporting date and (b) 7,831,832 shares subject to options exercisable within 60 days of the reporting date.

SCHEDULE 13D

CUSIP No. 571903103

1 NAME OF REPORTING PERSON  
I.R.S. IDENTIFICATION NO. OF ABOVE PERSON (ENTITIES ONLY)

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP

3 SEC USE ONLY

4 SOURCE OF FUNDS

5 CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100

6 CITIZENSHIP OR PLACE OF ORGANIZATION

NUMBER OF SHARES  
BENEFICIALLY  
OWNED BY  
EACH  
REPORTING  
PERSON  
WITH

7 SOLE VOTING POWER

8 SHARED VOTING POWER

9 SOLE DISPOSITIVE POWER

10 SHARED DISPOSITIVE POWER

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

67,512,200+\*\*\*\*

12 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

14 TYPE OF REPORTING PERSON

-----  
+ On April 28, 2006, Marriott International, Inc. announced a two-for-one stock split in the form of a stock split effective date of May 18, 2006 and a payment date of June 9, 2006. All share amounts presented in this table are in effect to the two-for-one stock split.

\* Consists of the following: (a) 1,086,444 shares held directly by David Sheets Marriott; and (b) 2,000,000 shares currently exercisable or exercisable within 60 days.

\*\* Consists of the following: (a) 10,827,960 shares owned by JWM Family Enterprises, L.P. whose general partner is J.W. Marriott, Jr. which David Sheets Marriott is a director; (b) 13,200,000 shares owned by Thomas Point Ventures, L.P.; (c) 663,288 shares held by a trust for the benefit of David Sheets Marriott, Jr.'s wife and an unrelated person serve as co-trustees; (d) 786,960 shares held by a trust for the benefit of David Sheets Marriott, for which J.W. Marriott, Jr. and Richard E. Marriott serve as co-trustees; (e) 5,278 shares held by David Sheets Marriott's wife (Mr. Marriott disclaims beneficial ownership of such shares); and (f) 23,734 shares held by a trust for the benefit of David Sheets Marriott's children, for which John W. Marriott III, David Sheets Marriott, and David Sheets Marriott's wife serve as trustees. Mr. Marriott disclaims beneficial ownership of the foregoing pecuniary interest.

-----  
CUSIP No. 571903103  
-----

\*\*\* The Individual Reporting Persons may be deemed to be a "group" within the meaning of Section 13(d) of the Securities Exchange Act of 1934, as amended, and therefore each Individual Reporting Person may be deemed to be a member of the group by all other Individual Reporting Persons. The aggregate number of shares beneficially owned by the Individual Reporting Persons is 67,512,200, including 7,831,832 shares of Class A Common Stock issuable upon the exercise of options exercisable within 60 days.

\*\*\*\* The denominator is based on (a) 413,906,314 shares of Class A Common Stock outstanding as of the date of the filing of the facing page of the Form 10-Q and (b) 7,831,832 shares subject to options exercisable within 60 days.

-----  
Schedule 13D  
Marriott International, Inc.  
-----

Item 1. Security and Issuer

The class of equity securities to which this Schedule 13D (this "Schedule 13D") relates is the Class A Common Stock, par value \$0.01 per share (the "Class A Common Stock"), of Marriott International, Inc., a Maryland corporation. The principal executive offices of Marriott are located at 10400 Fernwood Road, Bethesda, MD 20817.

Item 2. Identity and Background

This Schedule 13D is being filed by J.W. Marriott, Jr., John W. Marriott III, Deborah A. Marriott, David Sheets Marriott (collectively, the "Individual Reporting Persons"), JWM Family Enterprises, L.P. ("Family Corp") and JWM Family Enterprises, L.P. ("Family L.P." and collectively with the Individual Reporting Persons, the "Reporting Persons").

## Edgar Filing: MARRIOTT INTERNATIONAL INC /MD/ - Form SC 13D

This Schedule 13D supersedes the Schedule 13D filed with the Securities and Exchange Commission on April 9, 1998 by J.W. Marriott, Jr. and Richard E. Marriott with respect to J.W. Marriott, Jr.

The Individual Reporting Persons are filing this Schedule 13D because they may be required to do so under the meaning of Section 13(d)(3) of the Securities Exchange Act of 1934, as amended (the "Exchange Act") in connection with the transaction described in Item 4. Except as expressly set forth in this Schedule 13D, each Reporting Person does not own or have ownership of the shares of Class A Common Stock beneficially owned by any other Reporting Person.

To the best knowledge of the persons filing this Schedule 13D, the name, business address, and occupation or employment of each Individual Reporting Person is set forth on Appendix A hereto, with reference herein. The directors and executive officers of Family Corp are also set forth on Appendix A. Family Corp has no directors or executive officers. Family Corp is a corporation organized under the laws of the State of Maryland. Its business address is 6106 MacArthur Boulevard, Suite 110, Bethesda, MD 20816, and its principal business operation is the operation of hotels. Family L.P. is a limited partnership organized under the laws of the State of Maryland. Its business address is 6106 MacArthur Boulevard, Suite 110, Bethesda, MD 20816, and its principal business operation is the operation of hotels.

To the best knowledge of the persons filing this Schedule 13D, during the last five years, no Reporting Person or the directors and executive officers of Family Corp or Family L.P. has been involved in any legal proceedings (excluding traffic violations or similar misdemeanors).

To the best knowledge of the persons filing this Schedule 13D, during the last five years, no Reporting Person or the directors and executive officers of Family Corp has been a party to any order of an administrative body of competent jurisdiction as the result of which he or it was or is subject to an order enjoining future violations of, or prohibiting or mandating activities subject to, federal securities laws or any violation with respect to such laws.

To the best knowledge of the persons filing this Schedule 13D, each Individual Reporting Person is a citizen of the United States of America.

### Item 3. Source and Amount of Funds or Other Consideration

The shares of Class A Common Stock reported as beneficially owned by the Reporting Persons were acquired before the initial public offering of Marriott, through open market purchases using personal funds, through other gratuitous transfer, or through their service as an officer, director or employee of Marriott International, Inc.

### Item 4. Purpose of Transaction

On May 17, 2006, the Individual Reporting Persons entered into an Amended and Restated "Amended and Restated Stockholders Agreement" of Family Corp in connection with a contribution of Class A Common Stock to Thomas Point Ventures, L.P. ("TPV"). The Amended and Restated Stockholders Agreement is an agreement between the parties with respect to the stock of Family Corp and the management of Family Corp. Family L.P. is a limited partner of Family L.P., and Family L.P. is the sole General Partner of TPV.

Pursuant to the terms of the Amended and Restated Stockholders Agreement, none of the Reporting Persons own or have ownership of their shares of Family Corp stock, except that such stock may be transferred to another Family Corp stockholder or a trust for the benefit of a Family Corp stockholder or a trust for the benefit of a Family Corp stockholder's descendants. Upon the occurrence of an event that would cause any stock held by a Family Corp stockholder to be subject to an involuntary transfer (as defined in the Amended and Restated Stockholders Agreement), Family Corp shall purchase from such stockholder the shares that are subject to the involuntary transfer. The Amended and Restated Stockholders Agreement also requires the parties thereto to vote for certain designated persons as directors of Family Corp. Pursuant to the Amended and Restated Stockholders Agreement, J.W. Marriott, Jr. is authorized on behalf of Family Corp to contribute to certain shares of Class A Common Stock contributed to Family L.P. by The Alice S. Marriott Trust ("Alice S. Marriott Trust Shares"), and J.W. Marriott, Jr., John W. Marriott III and Deborah Marriott Harris are authorized on behalf of Family Corp to exercise all voting rights with respect to certain shares of Class A Common Stock contributed to TPV.

Without the prior written consent of the Original Voting Stockholder Nominees (as defined in the Amended and Restated Stockholders Agreement), Family Corp may not:

-----  
Schedule 13D  
Marriott International, Inc.  
-----

- o sell or issue any stock;
- o engage in any business activity other than its activities as general partner of Family L.P. thereto;
- o engage in or cause Family L.P. or TPV to engage in any transaction with any stockholder with respect to the provision or receipt of goods or services;
- o amend any provision of its certificate of incorporation;
- o amend, alter, or repeal any provision of its by-laws;
- o make any distribution on or with respect to, or in redemption of, any stock, except pursuant to the terms of the Amended and Restated Certificate of Incorporation of Family Corp;
- o merge or consolidate with or into any other person;
- o sell or otherwise dispose of all or substantially all of its assets or sell, assign, pledge, or transfer all or any part of its interest in Family L.P.;
- o permit or cause Family L.P. to sell or otherwise dispose of any of the Alice Marriott Trust Properties;
- o sell, exchange or otherwise dispose of hotel/lodging properties owned or controlled by Family Corp more than ten percent (10%) of the gross value of the assets owned or controlled by Family Corp;
- o permit Family L.P. or TPV to purchase, invest in, or otherwise acquire a hotel/lodging property;
- o consent to the assignment, transfer, or other disposition of any limited partnership interest in Family L.P. or TPV;
- o consent to the admission of the assignee of a limited partnership interest in Family L.P. or TPV as a partner in said partnerships;
- o admit additional limited partners to Family L.P. or TPV;
- o elect to dissolve Family L.P. or TPV; or
- o amend any provision of the Amended and Restated Agreement of Limited Partnership of Family Corp or the Amended and Restated Agreement of TPV.

In addition, the Amended and Restated Stockholders Agreement restricts Family Corp from taking the following actions without the prior written consent of J.W. Marriott, Jr.:

- o pledge more than 15% of the stock of Marriott owned by TPV, whether in one transaction or in a series of transactions;
- o sell, transfer or exchange more than 15% of the stock of Marriott owned by TPV.

The foregoing summary is qualified in its entirety by reference to the Amended and Restated Certificate of Incorporation of Family Corp attached hereto as Exhibit 7.02 and incorporated herein by this reference.

Other than the above-described transaction, none of the Individual Reporting Persons

## Edgar Filing: MARRIOTT INTERNATIONAL INC /MD/ - Form SC 13D

the persons filing this Schedule 13D, any of the executive officers or directors of Family Corp a proposals that relate to or would result in any of the events set forth in Items 4(a) through (j) Persons who are employed by Marriott, in their capacity as employees of Marriott, from time to time and/or be involved in discussions which relate to the transactions described in Items 4(a) through (j) to modify their plans with respect to the transactions described in such Items to acquire or dispose of or to formulate plans and proposals which could result in the occurrence of any such events, subject to applicable regulations.

### Item 5. Interest in Securities of the Issuer

On April 28, 2006, Marriott International, Inc. announced a two-for-one stock split with a record date of May 18, 2006 and a payment date of June 9, 2006. Unless otherwise indicated in this Item 5 give effect to the two-for-one stock split.

(a) See Items 7 and 9 of the cover pages to this Schedule 13D, which Items are included for the aggregate number of shares and percentage of Class A Common Stock owned by each of the Reporting Persons.

-----  
 Schedule 13D  
 Marriott International, Inc.  
 -----

(b) See Items 8 and 10 of the cover pages to this Schedule 13D, which Items are included for the aggregate number of shares of Class A Common Stock beneficially owned by each of the Reporting Persons. If there is shared power to vote or direct the vote or shared power to dispose or to direct the disposition of Class A Common Stock.

The percentage of the Class A Common Stock set forth for each Reporting Person in this Item 5 is based upon (i) 413,906,314 shares of Class A Common Stock outstanding as of April 14, 2006, as stated on Form 10-Q for the quarter ended March 31, 2006 and (ii) the number of shares of Class A Common Stock and options to purchase Class A Common Stock held by such Reporting Person(s) that are exercisable within 60 days of the date of this filing.

Except as otherwise provided in this Item 5, each of the Reporting Persons has the sole power to vote, and the sole power to dispose or to direct the disposition of, the shares of Class A Common Stock beneficially owned by such Reporting Person.

(c) The following Reporting Persons have effected transactions in the Class A Common Stock within 60 days:

Reporting Person	Transaction Type	Date	Number of Shares	Price per Share
J. W. Marriott Jr.	Disposition of shares for tax withholding	3/22/06	13,556*	\$69.46
John W. Marriott III	Disposition of shares for tax withholding	3/22/06	4,093*	\$69.46
John W. Marriott III	Acquisition of annual director	4/28/06	1,020*	\$73.55

Edgar Filing: MARRIOTT INTERNATIONAL INC /MD/ - Form SC 13D

stock award

\* The share numbers shown in this table have not been adjusted for the announced two-for-one stock split.

(d) No other person is known to have the right to receive or the power to direct the proceeds from the sale of, the shares of Class A Common Stock referred to in paragraphs (a) and (b) above.

(e) Not applicable.

Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer

The description of the material terms of the Amended and Restated Stockholders Agreement is incorporated herein by this reference.

The Reporting Persons have also entered into a Joint Filing Agreement dated as of May 24, 2006, filed as Exhibit 7.01 with this Schedule 13D.

Item 7. Material to be Filed as Exhibits

Exhibit 7.01 Joint Filing Agreement, dated as of May 24, 2006.

Exhibit 7.02 Amended And Restated Stockholders Agreement, dated as of May 17, 2006, by and among Deborah Marriott Harrison, Stephen Garff Marriott, John Willard Marriott III, David Marriott 1974 Trust, the Stephen Garff Marriott 1974 Trust, the John Willard Marriott 1974 Trust and JWM Family Enterprises, Inc.

Schedule 13D  
Marriott International, Inc.

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that this statement is true, complete and correct.

May 26, 2006  
Date

By: /s/ J.W. Marriott  
J.W. Marriott

Schedule 13D  
Marriott International, Inc.

SIGNATURE



Edgar Filing: MARRIOTT INTERNATIONAL INC /MD/ - Form SC 13D

After reasonable inquiry and to the best of my knowledge and belief, I certify that this statement is true, complete and correct.

May 25, 2006  
-----  
Date

By: /s/ Debra  
-----  
Deborah Ma

-----  
Schedule 13D  
Marriott International, Inc.  
-----

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that this statement is true, complete and correct.

May 24, 2006  
-----  
Date

By: /s/ Stephe  
-----  
Stephen Ga

-----  
Schedule 13D  
Marriott International, Inc.  
-----

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that this statement is true, complete and correct.

May 24, 2006  
-----  
Date

By: /s/ John W  
-----  
John W. Ma

-----  
Schedule 13D  
Marriott International, Inc.  
-----

SIGNATURE

Edgar Filing: MARRIOTT INTERNATIONAL INC /MD/ - Form SC 13D

After reasonable inquiry and to the best of my knowledge and belief, I certify that this statement is true, complete and correct.

May 26, 2006  
-----  
Date

By: /s/ David  
-----  
David Shee

-----  
Schedule 13D  
Marriott International, Inc.  
-----

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that this statement is true, complete and correct.

May 24, 2006  
-----  
Date

JWM Family Enter  
By: /s/ John W.  
-----  
Name: John  
Title: Chie

-----  
Schedule 13D  
Marriott International, Inc.  
-----

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that this statement is true, complete and correct.

May 24, 2006  
-----  
Date

JWM Family Enter  
By: JWM Family  
its  
By: /s/ John Ma  
-----  
Name: John  
Title: Chie

Edgar Filing: MARRIOTT INTERNATIONAL INC /MD/ - Form SC 13D

Appendix A  
Individual Reporting Persons

Name	Business Address	Principal Occupation	Employed
J.W. Marriott, Jr.*	Marriott International, Inc. 10400 Fernwood Road Bethesda, MD 20817	Chief Executive Officer, Marriott International, Inc.	Marriott Fernwood
Deborah Marriott Harrison	Marriott International, Inc. 10400 Fernwood Road Bethesda, MD 20817	Vice President, Government Affairs, Marriott International, Inc.	Marriott Fernwood
Stephen Garff Marriott	Marriott International, Inc. 10400 Fernwood Road Bethesda, MD 20817	Executive Vice President, Company Culture, Marriott International, Inc.	Marriott Fernwood
John W. Marriott III*	JWM Family Enterprises 6106 MacArthur Boulevard Suite 110 Bethesda, MD 20816	Chief Executive Officer, JWM Family Enterprises	JWM Fami 6106 Mac Suite 11 Bethesda
David Sheets Marriott	Marriott International, Inc. 10400 Fernwood Road Bethesda, MD 20817	Senior Vice President, Global Sales, Marriott International, Inc.	Marriott Fernwood

\* Director of Marriott International, Inc.

JWM Family Enterprises, Inc.

Name	Business Address	Principal Occupation	Employed
J.W. Marriott, Jr.**	Marriott International, Inc. 10400 Fernwood Road Bethesda, MD 20817	Chief Executive Officer, Marriott International, Inc.	Marriott 10400 Fe
Deborah Marriott Harrison**	Marriott International, Inc. 10400 Fernwood Road Bethesda, MD 20817	Vice President, Government Affairs, Marriott International, Inc.	Marriott 10400 Fe
Stephen Garff Marriott**	Marriott International, Inc. 10400 Fernwood Road Bethesda, MD 20817	Executive Vice President, Company Culture, Marriott International, Inc.	Marriott 10400 Fe

Edgar Filing: MARRIOTT INTERNATIONAL INC /MD/ - Form SC 13D

John W. Marriott III**	JWM Family Enterprises 6106 MacArthur Boulevard Suite 110 Bethesda, MD 20816	Chief Executive Officer, JWM Family Enterprises	JWM Family Enterprises 6106 MacArthur Boulevard Suite 110 Bethesda, MD 20816
David Sheets Marriott**	Marriott International, Inc. 10400 Fernwood Road Bethesda, MD 20817	Senior Vice President, Global Sales, Marriott International, Inc.	Marriott International, Inc. 10400 Fernwood Road Bethesda, MD 20817
Richard L. Braunstein**	Dow Lohnes PLLC 1200 New Hampshire Avenue, NW Washington, D.C. 20036	Member, Dow Lohnes PLLC	Dow Lohnes PLLC 1200 New Hampshire Avenue, NW Washington, D.C. 20036
Jeffrey Kurzweil**	Venable LLP 575 7th Street, 575 7th Street, NW Washington, DC 20004	Partner, Venable LLP	Venable LLP 575 7th Street, NW Washington, DC 20004

\*\* Director of JWM Family Enterprises, Inc.

Joint Filing Agreement

The undersigned acknowledge and agree that the foregoing Statement on Schedule 13D is true and correct and that all subsequent amendments to this Statement on Schedule 13D shall be filed without the necessity of filing additional joint filing agreements. The undersigned acknowledge and agree to the timely filing of such amendments, and for the completeness and accuracy of the information contained therein, but shall not be responsible for the completeness and accuracy of the information concerning the extent that he or it knows or has reason to believe that such information is inaccurate.

This agreement may be executed in one or more counterparts, each of which when taken together will constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned hereby executes this Joint Filing Agreement as of

/s/ J.W. Marriott

-----  
J.W. Marriott

/s/ Deborah M. Marriott

-----  
Deborah Marriott

/s/ Stephen G. Garfield

-----  
Stephen Garfield

/s/ John W. Marriott

-----

John W. Marri

/s/ David She

-----  
David Sheets

JWM Family En

By: /s/ John

-----  
Name: Joh  
Title: Chi

JWM Family En

By: JWM Famil  
its G

By: /s/ John

-----  
Name: Joh  
Title: Chi

Joint Filing Agreement

AMENDED AND RESTATED STOCKHOLDERS AGREEMENT

THIS AMENDED AND RESTATED STOCKHOLDERS AGREEMENT (this "Agreement") is made as of the 17 J. Willard Marriott, Jr., Deborah Marriott Harrison, Stephen Garff Marriott, John Willard Marriot each an individual resident of the State of Maryland; the Deborah Marriott 1974 Trust; the Stephe John Willard Marriott III 1974 Trust; the David Sheets Marriott 1974 Trust; and JWM Family Enterp corporation (the "Corporation").

RECITALS

(a) The Corporation is authorized to issue 11,000 shares of capital stock, consisting of Common Stock, par value \$0.01 per share, and 10,000 shares of Class B Non-Voting Common Stock, pa

## Edgar Filing: MARRIOTT INTERNATIONAL INC /MD/ - Form SC 13D

(b) J. Willard Marriott, Jr., Deborah Marriott Harrison, Stephen Garff Marriott, John Willard Marriott, and David Sheets Marriott are the legal and beneficial owners of all the issued and outstanding shares of the Corporation.

(c) The Deborah Marriott 1974 Trust, the Stephen Garff Marriott 1974 Trust, the John Willard Marriott 1974 Trust, and the David Sheets Marriott 1974 Trust are the legal and beneficial owners of all the issued and outstanding Non-Voting Common Stock of the Corporation.

(d) Effective as of April 19, 1993, the parties entered into a Stockholders Agreement which provides for certain rights and obligations regarding Stock of the Corporation.

(e) In connection with the formation and capitalization of Thomas Point Ventures, L.P., the best interests of the Corporation and of the Stockholders to amend and restate the Original Agreement.

### AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, of the mutual promises set forth herein, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to be bound legally, agree as follows:

#### SECTION 1 CERTAIN DEFINITIONS.

In addition to other capitalized terms that are defined elsewhere in this Agreement, the terms used in this Agreement, shall have the meanings set forth in this Section:

"Alice Marriott Trust Shares" means the 2,302,730 shares of capital stock of Marriott Corporation owned by JWMFE, L.P. by The Alice S. Marriott Lifetime Trust on or about April 19, 1993, and any capital stock of Marriott Corporation or any successor thereto in exchange for or with respect to those shares of capital stock or any other securities constituting Alice Marriott Trust Shares under this definition (including any such shares of capital stock as a result of any stock split, reclassification, or recapitalization).

"Class A Stock" means the Class A Voting Common Stock of the Corporation.

"Class B Stock" means the Class B Non-Voting Common Stock of the Corporation.

"Code" means the Internal Revenue Code of (1986.)

"JWM, Jr. Shares" means all shares of capital stock of Marriott International, Inc that were owned by Willard Marriott, Jr. pursuant to the Agreement of Limited Partnership of Thomas Point Ventures, L.P., dated 11, 2006, and any capital stock or other securities issued by Marriott International, Inc. or any successor thereto or with respect to those shares of capital stock or with respect to any other securities constituting JWM, Jr. Shares under this definition (including any securities issued with respect to those shares of capital stock as a result of any stock split, reclassification, or recapitalization of Marriott International, Inc.).

"JWMFE, L.P." means JWM Family Enterprises, L.P., a Delaware limited partnership organization organized pursuant to the Amended and Restated Agreement of Limited Partnership of JWM Family Enterprises, L.P., dated as of 11, 2006.

"Original Voting Stockholder" means any of J. Willard Marriott, Jr., Deborah Marriott Harrison, John Willard Marriott III, and David Sheets Marriott, except that no such person shall be an Original Voting Stockholder at the time as neither such person, such person's spouse, nor any of such person's lineal descendants is an Original Voting Stockholder.

"Original Voting Stockholder Nominee" has the meaning given such term in Section 4.1(a) of the Agreement.

"TPV, L.P." means Thomas Point Ventures, L.P., a Delaware limited partnership organization organized pursuant to the Agreement of Limited Partnership, dated effective as of January 11, (2006.)

"Person" means any individual, corporation, association, partnership, joint venture, trust, or other organization.

"Stock" means any shares of capital stock of the Corporation (including all Class A Stock).

## Edgar Filing: MARRIOTT INTERNATIONAL INC /MD/ - Form SC 13D

option, warrant, or other debt or equity interest convertible into shares of capital stock of the

"Stockholder," at any time, means any Original Voting Stockholder that continues to own to own any Stock, and any other Person that is bound by this Agreement as a transferee of Stock w

"Trust" means any of the Deborah Marriott 1974 Trust, the Stephen Garff Marriott 1974 Tr 1974 Trust, and the David Sheets Marriott 1974 Trust.

"Trust Agreement" means the Trust Agreement, dated August 5, 1974, between J. Willard Ma G. Marriott and Sterling D. Colton, as trustees.

### SECTION 2 SHARES SUBJECT TO AGREEMENT.

All Stock is and shall be held, owned, and transferred subject to the terms, conditions, Agreement.

### SECTION 3 RESTRICTIONS ON TRANSFER OF STOCK.

3.1 Transfers Prohibited Generally. No Stockholder shall sell, exchange, deliver or as pledge, mortgage, hypothecate, or otherwise encumber, transfer, or permit to be transferred, whet by operation of law (including the laws of bankruptcy, insolvency, intestacy, descent and distrib except as provided in Section 3.2, Section 3.3, and Section (3.4.)

#### 3.2 Permitted Transfers Following Death. Notwithstanding Section (3.1,)

(a) all Stock owned by a Stockholder at the time of his or her death may, subj provisions of this Agreement, be transferred to the deceased Stockholder's executor, administrato estate, and then to any distributee of the deceased Stockholder's estate who is (a) another Stock lineal descendant of the deceased Stockholder or of any other Stockholder, or (c) a trust for the the spouse or a lineal descendant of the deceased Stockholder or of any other Stockholder; provid Class A Stock to the surviving spouse of a deceased stockholder or to a trust for the benefit of stockholder shall be subject to the approval of a majority of the Original Voting Stockholder Nom

(b) all Stock owned by a Trust at the time of the death of the beneficiary the with the other provisions of this Agreement, be transferred to such Persons as are provided for i

3.3 Permitted Inter Vivos Transfers. Notwithstanding Section 3.1, a Stockholder may, s provisions of this Agreement, sell, exchange, deliver or assign, dispose of, bequeath or gift, pl otherwise encumber, transfer, or permit to be transferred, any or all of his or her Stock to (a) or any lineal descendant of such Stockholder or of any other Stockholder, (c) any trust for the b Stockholder, or the spouse or a lineal descendant of such Stockholder or of any other Stockholder the beneficiary thereof; provided, however, that a transfer of Class A Stock to the spouse of any benefit of the spouse of any Stockholder shall be subject to the approval of a majority of the Or

3.4 Permitted Pledges. Notwithstanding Section 3.1, each Stockholder shall have the ri secure any indebtedness of the Corporation, JWMFE, L.P., TPV, L.P., or any entity controlled by t agrees, at the direction of the Corporation, to pledge his or her Stock to secure any loan made t TPV, L.P., or any entity controlled by the Corporation, so long as all Stockholders are similarly

3.5 Other Transfers of Stock Not Valid. Any purported transfer, sale, assignment, mort or bequest of any Stock that is not in accordance with the provisions of this Agreement shall be Corporation nor any Stockholder shall recognize the validity of any such transfer, sale, assignme hypothecation, gift, or bequest.

#### 3.6 Involuntary Transfers.

(a) Upon the occurrence of any event that would cause any Stock owned by a Sto Involuntary Transfer (other than to a Person or trust that is a permitted transferee of such Sto

## Edgar Filing: MARRIOTT INTERNATIONAL INC /MD/ - Form SC 13D

Section 3.3 and Section 3.4), such Stockholder (or his legal representative or successor), as the Corporation and the other Stockholders written notice thereof stating the terms of such Involuntary transferee or proposed transferee, the price or other consideration, if readily determinable, for or have been transferred and the number of shares of Stock which are the subject of such Involuntary Section 3.6, "Involuntary Transfer" means, with respect to any Stock, any involuntary transfer of such Stock (other than to a Person or trust that is a permitted transferee of such Stockholder as provided in Section 3.3 and Section 3.4) by or in which such Stockholder shall be deprived or divested of any right, interest in the Stock, including, without limitation, by seizure under levy of attachment or execution, by foreclosure with any voluntary or involuntary bankruptcy or other court proceeding to a debtor in possession, by any other officer or agency, pursuant to any statute pertaining to escheat or abandoned property, by agreement or a final decree of a court in a divorce action, or upon or occasioned by the judicial proceedings of such Stockholder.

(b) After its receipt of such notice or, failing such receipt, after the Corporation has knowledge of such a proposed or completed Involuntary Transfer, the Corporation shall have the right to purchase any portion of such Stock, which right shall be exercised by written notice given by the Corporation to the transferee following the occurrence of any Involuntary Transfer) and the other Stockholders within sixty (60) days later of (i) the Corporation's receipt of such notice or, failing such receipt, the Corporation's knowledge of such proposed or completed Transfer and (ii) the date of such Involuntary Transfer.

- 2 -

(c) If the Corporation elects not to exercise its purchase right or elects to exercise its purchase right with respect to a portion but not all of such Stock, then each of the other Stockholders holding shares of such Stock which are the subject of such Involuntary Transfer shall have the same right and option to purchase any portion of such Stock from the Corporation, which right shall be exercised by written notice given by such Stockholders to the Corporation following the occurrence of any Involuntary Transfer) and the other Stockholders within sixty (60) days of the 60-day period referenced in subsection (b) above. Each Stockholder shall have the right to purchase its pro rata share of the Stock of the applicable class, and if any Stockholder elects not to purchase its pro rata share of such Stock, the other Stockholders in such class may purchase his or her pro rata share of such Stock. All of the shares of such Stock subject to the Involuntary Transfer shall be allocated by continuing to apply this mechanism until the Stockholders have purchased all of the Stock they desire to purchase.

(d) Any purchase pursuant to this Section 3.6 shall be at the price and on the terms of such Involuntary Transfer. If the nature of the event giving rise to such Involuntary Transfer is such that no consideration is to be paid for or assigned to the transfer of the Stock, the price to be paid by the Corporation, as applicable, for each share of Stock shall be the fair market value thereof as of the date of the Involuntary Transfer, after appropriate discounts for lack of control and lack of marketability of the shares of Stock.

(e) The closing of the purchase and sale of such Stock pursuant to this Section 3.6 shall occur on the date and on the date established by the Corporation. At such closing, the Stockholder (or his legal representative or successor, in the case may be, shall deliver the certificates evidencing the Stock to be purchased by the Corporation, if applicable, accompanied by stock powers, duly endorsed in blank, or duly executed instruments of transfer, if applicable, that are necessary to transfer to the Corporation or purchasing Stockholder, as applicable, good title to such Stock, free of all liens and encumbrances and, concurrently with such delivery, the Corporation or purchasing Stockholder shall deliver to the transferor thereof the full amount of the purchase price therefor in cash.

### SECTION 4 CONTROL AND MANAGEMENT.

#### 4.1 Board of Directors.

(a) Generally. Each Stockholder entitled to vote any Stock shall, at all times when a vote is required, vote his or her Stock:

(1) to cause the Board of Directors of the Corporation to consist of a number of members equal to the number of Original Voting Stockholder Nominees (as defined below) then eligible to serve as members of the Board of Directors;

(2) to elect to the Board of Directors one nominee of each of the Original Voting Stockholders (as there is an eligible nominee (as described below) with respect to such Original Voting Stockholder).



## Edgar Filing: MARRIOTT INTERNATIONAL INC /MD/ - Form SC 13D

Stockholder Nominee") as follows: (1) with respect to J. Willard Marriot, Jr., J. Willard Marriot adjudication of incompetency, Donna Marriott during her lifetime and competency; (2) with respect to Deborah Marriott Harrison and, following her death or adjudication of incompetency, her spouse or his age 21 or older so long as her spouse or at least one of her lineal descendants is living, competent and age 21 or older; (3) with respect to Stephen Garff Marriott, Stephen Garff Marriott and, following his death or adjudication of incompetency, his spouse or one of his lineal descendants who is age 21 or older so long as his spouse or at least one of his lineal descendants is living, competent and age 21 or older; (4) with respect to John Willard Marriott III, John Willard Marriott adjudication of incompetency, his spouse or one of his lineal descendants who is age 21 or older so long as his spouse or at least one of his lineal descendants is living, competent and age 21 or older; and (5) with respect to J. Willard Marriott and, following his death or adjudication of incompetency, his spouse or one of his lineal descendants who is age 21 or older so long as his spouse or at least one of her lineal descendants is living, competent and age 21 or older. If more than one eligible nominee with respect to a particular Original Voting Stockholder receives the most votes shall serve on the Board of Directors until a successor has been elected.

(3) to authorize and direct the corporation to pay an annual director's fee to the Original Voting Stockholder Nominees then serving.

4.2 Voting of Alice Marriott Trust Shares. Except as may be agreed to by all of the Original Voting Stockholders, J. Willard Marriott, Jr., so long as he continues to own shares of Class A Voting Common Stock of the Corporation, on behalf of the Corporation, acting as general partner of JWMFE, L.P., to exercise all voting rights of the Class A Shares. This Section 4.2 shall cease to be effective at the time of the death of J. Willard Marriott, Jr. or his adjudication of incompetency.

4.3 Voting of JWM, Jr, Shares. Except as may be agreed to by all of the Original Voting Stockholders, J. Willard Marriott, Jr., Deborah Marriott Harrison, and John W. Marriott III, so long as they continue to own shares of Class A Voting Common Stock of the Corporation, shall be authorized, individually and jointly, on behalf of the Corporation, acting as general partner of JWMFE, L.P., which is in turn acting as general partner of TPV, L.P., to exercise, in accordance with the terms of the JWM, Jr. Shares, all voting rights of the JWM, Jr. Shares. This Section 4.3 shall cease to be effective at the time of the death of J. Willard Marriott, Jr. or his adjudication of incompetency.

4.4 Restricted Transactions. The Corporation will not take or agree to take any of the following actions without the prior written consent of all of the Original Voting Stockholder Nominees:

- (a) sell or issue any Stock;
- (b) engage in any business activity other than its activities as general partner of JWMFE, L.P. or TPV, L.P. or activities incidental thereto;
- (c) engage in, or cause JWMFE, L.P. or TPV, L.P. to engage in, any transaction with any affiliate of any Stockholder with respect to the provision or receipt of goods or services;

- 3 -

- (d) amend any provision of its Certificate of Incorporation;
- (e) amend, alter, or repeal any provision of its By-Laws;
- (f) make any distribution on or with respect to, or in redemption of, any Stock (as defined in Section 3.6);
- (g) merge or consolidate with or into any other Person;
- (h) sell or otherwise dispose of all or substantially all of its assets or sell, lease, mortgage, encumber or transfer all or any part of its interest in JWMFE, L.P.;
- (i) permit or cause JWMFE, L.P. to sell, exchange or otherwise dispose of any of its assets;
- (j) sell, exchange or otherwise dispose of hotel/lodging properties owned or controlled by the Corporation or its L.P. that represent more than ten percent (10%) of the gross value of the assets owned or controlled by the Corporation or its L.P.

## Edgar Filing: MARRIOTT INTERNATIONAL INC /MD/ - Form SC 13D

(k) permit JWMFE, L.P. or TPV, L.P. to purchase, invest in, or otherwise acquire more than thirty million dollars (\$30,000,000);

(l) consent to the assignment, transfer, or other disposition of any limited partnership interest in JWMFE, L.P. or TPV, L.P. and the admission of the assignee of such a limited partnership interest as a limited partner in JWMFE, L.P. or TPV, L.P., as applicable;

(m) admit additional limited partners to JWMFE, L.P. or TPV, L.P.;

(n) elect to dissolve JWMFE, L.P. or TPV, L.P.; or

(o) amend any provision of the Amended and Restated Agreement of Limited Partnership of J.W. Marriott International, Inc. or the Amended and Restated Partnership Agreement of TPV, L.P.

4.5 Additional Restrictions. The Corporation will not take or agree to take, or permit to take or agree to take, any of the following actions without the prior written consent of J.W. Marriott International, Inc.:

(a) permit TPV, L.P. to pledge more than 15% of the JWM, Jr. Shares, whether in one transaction or a series of transactions; or

(b) permit TPV, L.P. to sell, exchange or otherwise dispose of more than 15% of the JWM, Jr. Shares pursuant to a pledge that is permitted by Section 4.5(a).

This Section 4.5 shall cease to be effective at the time of the death of J. Willard Marriott, Jr. or his incompetency.

### 4.6 Responsibilities, Fiduciary Obligations, and Liabilities.

(a) Conduct of Business. The powers granted and authority delegated under this Agreement to the Stockholders, in their individual capacities, shall not impose any greater duty on such Stockholders, directors or officers of the Corporation, than is imposed by applicable law with respect to the business and operations of the Corporation. No Stockholder shall be required by this Agreement to devote any attention to the business of the Corporation.

(b) Exculpation. No Stockholder shall be liable, in damages or otherwise, to the Corporation or any other Stockholder for any loss that arises out of any acts or omissions performed or omitted by him or her in the exercise of powers granted by this Agreement if the conduct of such Stockholder did not constitute willful misconduct, gross negligence, or proceeding by judgment, order, settlement, or otherwise adverse to a Stockholder shall not constitute willful misconduct. Nothing herein shall exculpate any Stockholder from any breach of his obligations under this Agreement or to the extent prohibited by applicable law.

(c) Permitted Transactions. Any Stockholder, or any partner, affiliate, agent or representative of a Stockholder, may engage in or possess an interest in other business ventures of any nature or description, whether currently existing or hereafter created. Neither the Corporation nor any other Stockholder shall have any obligation to refrain from such enterprise or related transaction.

## SECTION 5 OPERATIONAL POLICIES.

5.1 Capital Contributions. No Stockholder shall be required to contribute cash or property to the Corporation without her consent.

5.2 Financial Reports. The Corporation shall prepare and distribute to each Stockholder by the Board of Directors reports with respect to the finances of the Corporation, including such information as will enable the Stockholders to understand the financial condition of the Corporation.

## Edgar Filing: MARRIOTT INTERNATIONAL INC /MD/ - Form SC 13D

5.3 Maintenance of Books of Account. The Corporation shall keep, at its principal place of business, books of account. The Corporation shall, as and when reasonably requested by a Stockholder, prepare such financial and other data concerning its affairs as may be reasonably required by such Stockholder for legitimate business purposes.

5.4 Rights of Audit and Inspection. Each Stockholder (and, if deemed appropriate in the discretion of the Stockholder, his auditors, accountants, and legal counsel) shall have full access at all reasonable hours to all the books and records of the Corporation, including the right to examine and audit and to make copies and extracts therefrom.

5.5 Taxable Year. The Corporation's taxable year shall end on December 31.

### SECTION 6 S CORPORATION PROVISIONS.

6.1 S Corporation Election. The parties intend that the Corporation shall be an "S corporation" under Section 1362(a)(2) of the Code. The Corporation and the Stockholders agree to keep in full force and effect the election of S corporation status under Section 1362(a)(2) of the Code. The election shall not be terminated by the Corporation without the prior written consent of the Original Voting Stockholder Nominees, and no Stockholder shall revoke his or her consent without the prior written consent of the Original Voting Stockholder Nominees.

6.2 Transfers. Notwithstanding any other provision of this Agreement, each Stockholder shall not transfer any Stock to any Person that is not a permitted shareholder of an "S corporation," nor shall any action or inaction, cause any circumstances to exist that would disqualify the Corporation as an S corporation.

6.3 Provisions Applicable to Trusts. Each Trust represents to the Corporation and each Stockholder that it is a trust of the type described in Section 1361(c)(2)(A) of the Code (an "Eligible Trust") and covenants to take all actions necessary to cause it to remain an Eligible Trust. Any transfer of Stock pursuant to Section 3.2 or Section 3.3, as a condition precedent to the transfer of Stock to a Trust, the Corporation and each Stockholder shall covenant that for so long as the Trust is an Eligible Trust, it will take all actions necessary to cause it to remain an Eligible Trust. If at any time any trust ceases to be an Eligible Trust, all Stock held by such trust shall immediately, without the execution and delivery of any further documents or instruments, divest upon the individual beneficiary of such trust has died, his or her estate.

### SECTION 7 REPRESENTATIONS AND WARRANTIES.

Each of the parties to this Agreement represents and warrants to the other parties as follows:

7.1 Authorization and Binding Obligation. This Agreement has been duly executed and delivered by each party and constitutes the legal, valid, and binding obligation of such party, enforceable against it in accordance with the enforceability of this Agreement may be affected by bankruptcy, insolvency, or similar laws applicable generally or by judicial discretion in the enforcement of equitable remedies.

7.2 Absence of Conflicting Agreements or Consents. The execution, delivery, and performance of this Agreement and the documents contemplated hereby (with or without the giving of notice, the lapse of time, or the applicable law, judgment, order, ordinance, injunction, decree, rule, regulation, or ruling of any governmental authority); and (c) will not conflict with, constitute grounds for termination of, result in the acceleration, under, or accelerate or permit the acceleration of any performance required by the terms of any agreement to which such party is a party or by which such party may be bound.

### SECTION 8 CORPORATE RECORDS; LEGEND ON CERTIFICATES.

8.1 Stock Transfer Record. The Corporation shall keep a stock transfer book in which the name of each stockholder shall be recorded. No transfer or issuance of any Stock shall be effective or valid unless it is recorded in the stock transfer book. The Corporation agrees not to record any transfer or issuance of Stock in the stock transfer book unless the transfer or issuance complies with all provisions of this Agreement. Any Stockholder desiring to

## Edgar Filing: MARRIOTT INTERNATIONAL INC /MD/ - Form SC 13D

the provisions of this Agreement shall furnish to the Corporation any evidence of compliance with required by the Board of Directors of the Corporation.

8.2 Legend on Stock Certificates. Each certificate representing shares of Stock of the Corporation by any Stockholder shall bear any legends required by applicable law and shall bear a statement in

The voluntary or involuntary encumbering, transfer, or other disposition (including any transfer under the laws of bankruptcy, intestacy, descent and distribution, or succession) of the shares of the Corporation within certificate is restricted under the terms of an Amended and Restated Stockholders Agreement, dated 12/15/06, 2006, by and among JWM Family Enterprises, Inc. (the "Corporation"), J. Willard Marriott, Stephen Garff Marriott, John Willard Marriott III, David Sheets Marriott, the Corporation, the Stephen Garff Marriott 1974 Trust, the John Willard Marriott III 1974 Trust, and the Corporation. A copy of the Stockholders Agreement is on file at the principal office of the Corporation. Upon request of any stockholder of the Corporation, the Corporation shall furnish, without charge, a copy of the Stockholders Agreement.

- 5 -

8.3 Copies to be Made Available. A copy of this Agreement shall be placed on file at the principal office of the Corporation and at any other office where a copy of this Agreement must be placed in accordance with applicable law. Copies of this Agreement shall be subject to the same right of examination by any shareholder of the Corporation or by an agent or attorney, as the books and records of the Corporation.

### SECTION 9 MISCELLANEOUS.

9.1 Term of Agreement. This Agreement shall be effective as of the date first set forth in the Agreement, or if no date is set forth, then as of the date first set forth in the Agreement, or if no date is set forth, then as of the date first set forth in the Agreement, or if no date is set forth, then as of the date first set forth in the Agreement. This Agreement will not affect any party's liability for a breach of this Agreement that occurred prior to the date of this Agreement.

9.2 Agreement Binding Upon Transferees. If any Stock is transferred by a Stockholder to any Person, the transferee shall take such Stock subject to all provisions, conditions, and covenants of this Agreement, and, as a condition to the transfer of Stock to any Person who was not a Stockholder prior to such transfer, the transferor shall cause the transferee to agree in writing to be bound by all provisions of this Agreement as a party to this Agreement, and shall provide (or cause to be provided) to the Corporation, if requested by the Corporation, a copy of the legal right and authority of the transferee to have the Stock so transferred.

9.3 Specific Performance. The parties agree that the failure of any party to perform its obligations under this Agreement could result in irreparable damage to the other parties, and that monetary damages alone would not adequately compensate the non-defaulting party for its injury. Any party shall therefore be entitled, in addition to any other remedy available, to obtain specific performance of the terms of this Agreement. If any party fails to perform its obligations under this Agreement, any party against which the action is brought shall waive its right to a jury trial and shall seek adequate remedy at law.

9.4 Amendments. This Agreement cannot be amended, supplemented, or modified and no provision hereof shall be waived except by an agreement in writing which makes specific reference to this Agreement and which is signed by the Corporation and those Stockholders holding 75% or more of the Class A Stock and those Stockholders holding 75% or more of the Class B Stock. Any amendment or modification that would treat a Stockholder differently than another Stockholder in a material and adverse manner (except in proportion to their ownership interests or voting rights) shall require the approval of the Stockholder.

9.5 Notices. All notices, demands, and requests required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly delivered and received (a) on the date of mailing (as shown on the return receipt) if mailed by registered or certified mail, postage prepaid, or (b) on the date of receipt, or sent by commercial courier service, or (c) on the date of receipt by telecopy. Notices shall be addressed to the address that a party may designate from time to time upon notice to the other party. Rejection or other refusal to accept or the inability to deliver because of changed address of the

## Edgar Filing: MARRIOTT INTERNATIONAL INC /MD/ - Form SC 13D

deemed to be receipt of the notice, demand, or request sent.

9.6 Invalid or Unenforceable Provisions. If any term or other provision of this Agreement is incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement nevertheless remain in full force and effect so long as the economic or legal substance of the transaction is not affected in any manner materially adverse to any party. Upon such determination that any term of this Agreement is illegal or incapable of being enforced, the parties shall negotiate in good faith to modify this Agreement to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transaction be as originally contemplated to the fullest extent possible.

9.7 Benefit and Burden. This Agreement shall inure to the benefit of, and shall be binding upon, the parties, their heirs, legatees, distributees, estates, executors, administrators, personal representatives, successors, and assigns, and their personal representatives. Nothing express or implied in this Agreement is intended or shall be construed to benefit any Person, other than the parties, any rights or remedies hereunder or by reason hereof. This Agreement and the provisions are intended to be, and are, for the sole and exclusive benefit of the parties hereto and their heirs, assigns, and permitted assigns and are not for the benefit of any other Person.

9.8 Gender and Number. Words used herein, regardless of the gender and number specifically defined, shall be construed to include any other gender, masculine, feminine or neuter, and any other number, singular or plural, as the context requires.

9.9 Waiver. The failure of any party at any time to insist upon strict performance of or understanding set forth in this Agreement shall not be construed as a waiver or relinquishment of the right to demand performance of the same or any other condition, promise, agreement, or understanding at a future date.

9.10 Expenses. Except as otherwise provided in this Agreement, each party shall pay its own expenses in connection with the authorization, preparation, execution, and performance of this Agreement, including the fees of counsel, accountants, agents, and other representatives.

9.11 Entire Agreement. This Agreement contains the entire agreement between the parties and all oral agreements between the parties relating to the subject matter hereof. No variations, modifications, or amendments hereof shall be binding upon either party unless set forth in a document duly executed by or on behalf of both parties expressly provided herein.

- 6 -

9.12 GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED, CONSTRUED, AND ENFORCED IN ACCORDANCE WITH THE LAWS OF DELAWARE (WITHOUT REGARD TO THE CHOICE OF LAW PROVISIONS THEREOF).

9.13 Headings. The headings, subheadings, and other captions in this Agreement are for convenience only and shall not be used in interpreting, construing, or enforcing any of the provisions of this Agreement.

9.14 Counterparts. This Agreement may be executed in any number of counterparts, all of which when taken together constitute one instrument.

9.15 Exclusive Agreement. Except as expressly authorized by this Agreement, none of the parties shall enter into any voting trust or voting agreement with any other Person (other than another Stockholder that is a party to this Agreement) or give a proxy to any such Person or otherwise agree with any such person to restrict the exercise of its Stock.

9.16 Conflicting Charter or By-Law Provisions. Each Stockholder entitled to vote any Stock shall, from time to time as required, vote his or her Stock, and shall take all other actions necessary, to effect the best interests of the Corporation and the By-Laws of the Corporation facilitate and do not at any time conflict with the provisions of this Agreement.

9.17 Mediation; Arbitration.

(a) Mediation. If a dispute arises out of or relates to this Agreement or any other agreement between the parties and the dispute is not settled through negotiation, the Stockholders involved in the dispute agree to submit the dispute to mediation.

administered by the American Arbitration Association (or any organization successor thereto) ("AAA Rules before resorting to arbitration. Any Stockholder involved in the dispute may initiate mediation under AAA's Commercial Mediation Rules. The Stockholders will cooperate with the AAA and with one another mediator and in scheduling the mediation proceedings. Unless otherwise agreed by the Stockholders, the first mediation session shall be held no later than thirty days after the date of filing the written memorandum provided for under Rule 9 of the Commercial Mediation Rules shall be provided to the mediator at the first mediation session. All offers, promises, conduct, and statements, whether oral or written, made in mediation by any of the Stockholders, their agents, employees, experts, and attorneys, and by the mediator shall be confidential and inadmissible for any purposes, including impeachment, in any arbitration proceedings involving the parties, but evidence that is otherwise admissible or discoverable shall not be rendered inadmissible as a result of its use in the mediation. Any Stockholder involved in the dispute may initiate arbitration by submitting to mediation by filing a written demand for arbitration with the AAA no sooner than thirty days before the first mediation session. The mediation may continue after the commencement of arbitration if the Stockholders involved in the dispute agree by the Stockholders involved in the dispute, the mediator shall be disqualified from serving as an arbitrator.

(b) Arbitration. If a dispute arises out of or relates to this Agreement or a dispute that is not resolved through negotiation and mediation, such dispute shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the AAA and the Supplementary Procedures for Arbitration or other rules agreed to by the Stockholders involved in the dispute, by three arbitrators. The arbitrators shall do so by giving notice to that effect (the "Arbitration Notice") to the other Stockholder involved in the dispute and by filing the notice with the AAA in accordance with Rule 6 of the Commercial Arbitration Rules. After the Arbitration Notice is filed, the Stockholders involved in the dispute shall select three arbitrators from the Large, Complex case pool for the Washington, D.C. AAA office, as follows: the Stockholder involved in the dispute shall select one arbitrator; the other Stockholder or Stockholders shall select one arbitrator; and the two Stockholders shall select a third arbitrator. The arbitrators shall take evidence directly from witnesses and documents presented in the dispute. All witnesses shall be available for cross-examination. The arbitrators shall hear the dispute and issue a decision or award that is inconsistent with this Agreement. The arbitrators shall render an award, including a statement of reasons upon which such award is based, within ninety days after the date of the award required to be submitted to them or otherwise requested by them. The agreement to arbitrate shall be construed, and the legal relations among the Stockholders shall be determined in accordance with the law of Delaware as provided for in Section 9.12 of this Agreement. The decision of the arbitrators shall be binding upon the Stockholders involved in the dispute, final and non-appealable. Judgment upon the award of the arbitrators may be entered in any court having jurisdiction thereof. No action at law or in equity or other proceeding subject to arbitration under this Section shall be instituted. All expenses of any arbitration proceedings, including fees and expenses of the Stockholders' attorneys, fees and expenses of the arbitrators, and fees and expenses of proof produced at the request of the arbitrators, shall be borne by the Stockholders.

[Signatures on Following Pages]

- 7 -

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year

JWM FAMILY ENTERPRISES

By: /s/ John Willard

John Willard Mar

President

/s/ J. Willard

J. Willard Marri

/s/ Deborah Mar

Deborah Marriott

/s/ Stephen Gar

Stephen Garff Ma

/s/ John Willar

John Willard Mar

/s/ David Sheet

David Sheets Mar

The Deborah Marriot

By:/s/ Donna G. Ma

Donna G. Marriot  
Co-Trustee

By:/s/ Sterling D.

Sterling D. Colt  
Co-Trustee

The Stephen Garff M

By:/s/ Donna G. Ma

Donna G. Marriot  
Co-Trustee

By:/s/ Sterling D.

Sterling D. Colt  
Co-Trustee

The John Willard Ma

By: /s/ Donna G. Ma  
-----  
Donna G. Marriot  
Co-Trustee

By: /s/ Sterling D.  
-----  
Sterling D. Colt  
Co-Trustee

The David Sheets Ma

By: /s/ Donna G. Ma  
-----  
Donna G. Marriot  
Co-Trustee

By: /s/ Sterling D.  
-----  
Sterling D. Colt  
Co-Trustee