

(AGENCY)

3. Do you find, by a preponderance of the evidence, that Ritz-Carlton is, in any way, an agent of KMS?

Answer "yes" or "no."

ANSWER: Yes

If you answered "Yes" to Question No. 3, then go to Question No. 4.

If you answered "Yes" to Question No. 1, but "No" to Question No. 3, go to Question No. 5.

If you answered "No" to both Question No. 1 and Question No. 3, then do not answer any remaining questions.

(BREACH OF FIDUCIARY DUTIES)

4. Do you find, by a preponderance of the evidence, that Ritz-Carlton violated any of the fiduciary duties that it owed to KMS, with respect to those matters to which you have found Ritz-Carlton to be KMS's agent?

Answer "yes" or "no."

ANSWER: Yes

If you have answered "Yes" to either Question No. 1, or Question No. 4, or both, then go to Question No. 5. Otherwise, do not answer any remaining questions.

(DAMAGES)

5. Do you find, by a preponderance of the evidence, that KMS is entitled to compensatory damages for Ritz-Carlton's breach of the Operating Agreement, or for its breach of any fiduciary duties that it owes to KMS, or both?

Answer "yes" or "no."

ANSWER: Yes

If you answered "Yes" to Question No. 5, then go to Question No. 6. Otherwise, go to Question No. 7.

6. What amount of compensatory damages, in dollars and cents, do you award to KMS as compensatory damages, to date, for Ritz-Carlton's breach of the Operating Agreement, or for its breach of any fiduciary duties that it owes KMS, or both?

Compensatory damages: \$ 382,304

If you awarded KMS any compensatory damages in response to Question No. 6, then go to Question No. 8. If you did not award KMS compensatory damages in response to Question No. 6, then go to Question No. 7.

7. If you have found that KMS is not entitled to compensatory damages, then you may award KMS nominal damages for Ritz-Carlton's breach of the Operating Agreement, or for its breach of any fiduciary duties that it owed to KMS, or both. What amount of nominal damages, in dollars and cents, do you award to KMS?

Nominal damages: \$ N/A

If your answer to Question No. 4 was "Yes," then go to Question No. 8. Otherwise, go to Question No. 11.

(PUNITIVE DAMAGES)

8. Do you find, by clear and convincing evidence, that KMS is entitled to an award of punitive damages from Ritz-Carlton?

Answer "yes" or "no."

ANSWER: Yes

If your answer to Question No. 8 is "Yes," then go to Question No. 9. Otherwise, go to Question No. 11.

9. Do you find, by clear and convincing evidence, that, in breaching any fiduciary duties that it owed to KMS, Ritz-Carlton acted, or failed to act, with a specific intent to cause harm to KMS?

Answer "yes" or "no."

ANSWER: Yes

Go to Question No. 10.

10. What amount of punitive damages, in dollars and cents, should KMS be awarded from Ritz-Carlton?

Punitive damages: \$ 10,000,000

Go to Question No. 11.

(ATTORNEYS' FEES)

11. Do you find, by a preponderance of the evidence, that KMS is entitled to an award of attorneys' fees in this lawsuit?

Answer "yes" or "no."

If your answer is "Yes," the Court will, at a later proceeding, determine the actual amount of attorneys' fees to be awarded to KMS.

ANSWER: Yes

The foregoing represents the unanimous verdict of the jury.

1 PM (1300h)
25 January 2008
DATE/TIME

Daniel M. Potrepka
JURY FOREPERSON