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

FORM 8-K

CURRENT REPORT

**Pursuant to Section 13 or 15(d) of
The Securities Exchange Act of 1934**

Date of Report (Date of earliest event reported): June 30, 2005

MARRIOTT INTERNATIONAL, INC.

(Exact name of registrant as specified in its charter)

Delaware
(State of incorporation)

1-13881
(Commission File No.)

52-2055918
(IRS Employer Identification No.)

10400 Fernwood Road, Bethesda, Maryland 20817
(Address of principal executive offices, including Zip Code)

Registrant's telephone number, including area code: (301) 380-3000

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- ☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - ☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - ☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - ☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 1.01. Entry into a Material Definitive Agreement.

On June 30, 2005, Marriott International, Inc. (together with its subsidiaries, “we,” “our” or “Marriott”) entered into an amendment agreement with its synthetic fuel partner (amending an agreement filed as Exhibit 10.6 to our quarterly report on Form 10-Q for the quarter ended June 20, 2003, that was previously amended by an agreement filed as Exhibit 10.2 to our report on Form 8-K dated October 6, 2004). This amendment gives our partner the right to elect to have us redeem its approximately 50 percent ownership interest in the three synthetic fuel facilities owned by Synthetic American Fuel Enterprises II, LLC on November 30, 2005, or December 31, 2005. The foregoing description of the amendment agreement is qualified in its entirety by reference to the Fifth Amendment Agreement, which is filed as Exhibit 10 to this report, and is incorporated herein by reference.

Effective as of June 1, 2005, our partner’s share of the tax credits from those three facilities has returned to approximately 50 percent.

Item 9.01. Financial Statements and Exhibits.

(c) Exhibits. The following exhibit is filed with this report:

Exhibit 10 - Fifth Amendment Agreement regarding Synthetic American Fuel Enterprises II, LLC dated as of June 30, 2005.

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

MARRIOTT INTERNATIONAL, INC.

Date: July 5, 2005

By: /s/ Carl T. Berquist

Carl T. Berquist
Executive Vice President, Financial Information and
Enterprise Risk Management

EXHIBIT INDEX

Exhibit No.	Description
10	Fifth Amendment Agreement regarding Synthetic American Fuel Enterprises II, LLC dated as of June 30, 2005.

FIFTH AMENDMENT AGREEMENT
Synthetic American Fuel Enterprises II, LLC

This Fifth Amendment Agreement (“Fifth Amendment”) is made and entered into as of June 30, 2005, by and among Synthetic American Fuel Enterprises Holdings, Inc. (“Holdings”), Marriott Hotel Services, Inc. (“MHSI”) and Serratus LLC (“Buyer”).

WITNESSETH:

WHEREAS, Holdings, MHSI and Buyer entered into an Agreement for Purchase of Membership Interest in Synthetic American Fuel Enterprises II, LLC (the “Company”) dated as of January 28, 2003, as amended by Amendment Agreement dated as of June 20, 2003, Third Amendment Agreement dated as of October 6, 2004, and Fourth Amendment Agreement dated as of April 29, 2005 (the “Purchase Agreement”);

WHEREAS, Holdings, MHSI and Buyer entered into an Amended and Restated Limited Liability Company Agreement of the Company dated as of January 28, 2003, as amended by Amendment Agreement dated as of June 20, 2003, Second Amendment Agreement dated as of September 3, 2004, Third Amendment Agreement dated as of October 6, 2004, and Fourth Amendment Agreement dated as of April 29, 2005 (the “LLC Agreement”); and

WHEREAS, the parties desire to amend the LLC Agreement and the Purchase Agreement as provided herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

ARTICLE I
AMENDMENTS TO LLC AGREEMENT

Amendments to Section 10.8.

(a) Section 10.8(a) of the LLC Agreement is deleted in its entirety and replaced with the following:

“(a) (i) Upon the occurrence of a Tax Event (other than a Tax Event described in the last sentence of the definition of “Tax Event”), (ii) upon the exercise by Buyer of its right to defer payments for low volume pursuant to Section 2.6 of the Purchase Agreement for the fourth time (the “Fourth Deferral”), (iii) on November 30, 2005, or December 31, 2005 (each, a “Put Date”), (iv) upon the occurrence of a Tax Event described in the last sentence of the definition of “Tax Event,” or (v) upon the issuance by the IRS at any time prior to November 30, 2005, of a Form 1787, “Notice of Beginning of Administrative Proceeding,” (or issuance by the IRS of a notice having similar effect) with respect to the Company for tax years ending after March 31, 2001 (an “Audit Event”), Buyer shall have the option, exercisable by delivery of written notice thereof to the Company within 60 days of such Tax Event or Fourth Deferral, in the case of an exercise pursuant to clauses (i), (ii) or (iv), not less than 60 days prior to the Put Date, in the case of an exercise pursuant to clause (iii), or within 30 days of Buyer’s receipt of written notice of such Audit Event, in the case of an exercise pursuant to clause (v), to require the Company to redeem its Membership Interest, in whole but not in part, such redemption to be effective (A) on the later of (x) the 60th day after the occurrence of such Tax Event, Fourth Deferral or Audit Event or (y) the tenth day following receipt of the written notice from Buyer in relation thereto, in the case of an exercise pursuant to clauses (i), (ii) or (v),

(B) as of the Put Date, in the case of an exercise pursuant to clause (iii), or (C) on the tenth day following receipt of the written notice from Buyer in the case of an exercise pursuant to clause (iv); provided, however, that any redemption hereunder shall be subject to the expiration of any waiting period, if applicable, under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, but once such waiting period expires, shall have effect from the date specified in clause (A), (B) or (C), as applicable.”

(b) Section 10.8(c) of the LLC Agreement is hereby amended by deleting the proviso at the end of clause (viii) thereof in its entirety.

ARTICLE II AMENDMENT TO PURCHASE AGREEMENT

Section 2.1 Amended Definition. The following definition in Annex I to the Purchase Agreement is hereby deleted in its entirety and replaced with the following:

“Amended LLC Agreement” means the Amended and Restated Limited Liability Company Agreement of the Operating Company, dated as of January 28, 2003, by and among Seller, MHSI and Buyer in the form attached as Exhibit I, as amended by the Amendment Agreement, the Second Amendment Agreement dated as of September 3, 2004 by and among Seller, MHSI and Buyer, the Third Amendment Agreement dated as of October 6, 2004, by and among Seller, MHSI and Buyer, and the Fourth Amendment Agreement dated as of April 29, 2005, by and among Seller, MHSI and Buyer, and the Fifth Amendment Agreement dated as of June 30, 2005, by and among Seller, MHSI and Buyer.

ARTICLE III MISCELLANEOUS

This Fifth Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Fifth Amendment shall be governed by and construed under the laws of the State of New York applicable to contracts executed and performed therein. The Purchase Agreement and the LLC Agreement (including the Exhibits and Schedules thereto), as amended by this Fifth Amendment, constitute the entire agreement of the parties hereto with respect to the subject matter hereof and thereof. This Fifth Amendment may not be changed or modified orally but only by an instrument in writing signed by all the parties, which states that it is an amendment to this Fifth Amendment. This Fifth Amendment may be executed in any number of counterparts (including by facsimile), each of which shall for all purposes be and be deemed to be an original, and all of which shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each party hereto has caused this Fifth Amendment to be signed on its behalf as of the date first above written.

**SYNTHETIC AMERICAN FUEL
ENTERPRISES HOLDINGS, INC.**

By: /s/ M. Lester Pulse, Jr.

Name: M. Lester Pulse, Jr.
Title: Vice President

MARRIOTT HOTEL SERVICES, INC.

By: /s/ M. Lester Pulse, Jr.

Name: M. Lester Pulse, Jr.
Title: Vice President

SERRATUS LLC

By: /s/

Name: _____
Title: _____