

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

FORM 10-Q

QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended September 30, 2023
or

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from _____ to _____
Commission File No. 1-13881



MARRIOTT INTERNATIONAL, INC.

(Exact name of registrant as specified in its charter)

Delaware	52-2055918
(State or other jurisdiction of incorporation or organization)	(IRS Employer Identification No.)
7750 Wisconsin Avenue Bethesda Maryland	20814
(Address of principal executive offices)	(Zip Code)
(Registrant's telephone number, including area code) (301) 380-3000	

Securities registered pursuant to Section 12(b) of the Act:

Title of Each Class	Trading Symbol(s)	Name of Each Exchange on Which Registered
Class A Common Stock, \$0.01 par value	MAR	Nasdaq Global Select Market

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes No

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§ 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	<input checked="" type="checkbox"/>	Accelerated filer	<input type="checkbox"/>
Non-accelerated filer	<input type="checkbox"/>	Smaller reporting company	<input type="checkbox"/>
		Emerging growth company	<input type="checkbox"/>

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes No

Indicate the number of shares outstanding of each of the issuer's classes of common stock, as of the latest practicable date: 293,691,348 shares of Class A Common Stock, par value \$0.01 per share, outstanding at October 26, 2023.

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PART I – FINANCIAL INFORMATION

Item 1. Financial Statements

MARRIOTT INTERNATIONAL, INC.
CONDENSED CONSOLIDATED STATEMENTS OF INCOME
(in millions, except per share amounts)
(Unaudited)

	Three Months Ended		Nine Months Ended	
	September 30, 2023	September 30, 2022	September 30, 2023	September 30, 2022
REVENUES				
Base management fees	\$ 306	\$ 275	\$ 917	\$ 757
Franchise fees	748	678	2,126	1,847
Incentive management fees	143	106	537	343
Gross fee revenues	1,197	1,059	3,580	2,947
Contract investment amortization	(23)	(22)	(66)	(65)
Net fee revenues	1,174	1,037	3,514	2,882
Owned, leased, and other revenue	363	345	1,109	971
Cost reimbursement revenue	4,391	3,931	12,995	10,997
	5,928	5,313	17,618	14,850
OPERATING COSTS AND EXPENSES				
Owned, leased, and other-direct	293	301	861	779
Depreciation, amortization, and other	46	50	138	147
General, administrative, and other	239	216	681	655
Merger-related charges and other	13	2	52	11
Reimbursed expenses	4,238	3,786	12,740	10,792
	4,829	4,355	14,472	12,384
OPERATING INCOME	1,099	958	3,146	2,466
Gains and other income, net	28	3	33	9
Interest expense	(146)	(100)	(412)	(288)
Interest income	7	7	21	18
Equity in earnings	1	1	9	18
INCOME BEFORE INCOME TAXES	989	869	2,797	2,223
Provision for income taxes	(237)	(239)	(562)	(538)
NET INCOME	\$ 752	\$ 630	\$ 2,235	\$ 1,685
EARNINGS PER SHARE				
Earnings per share – basic	\$ 2.52	\$ 1.94	\$ 7.36	\$ 5.15
Earnings per share – diluted	\$ 2.51	\$ 1.94	\$ 7.32	\$ 5.13

See Notes to Condensed Consolidated Financial Statements.

MARRIOTT INTERNATIONAL, INC.
CONDENSED CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME
(in millions)
(Unaudited)

	Three Months Ended		Nine Months Ended	
	September 30, 2023	September 30, 2022	September 30, 2023	September 30, 2022
Net income	\$ 752	\$ 630	\$ 2,235	\$ 1,685
Other comprehensive income (loss)				
Foreign currency translation adjustments	(139)	(340)	(132)	(653)
Other adjustments, net of tax	6	1	12	5
Total other comprehensive income (loss), net of tax	(133)	(339)	(120)	(648)
Comprehensive income	\$ 619	\$ 291	\$ 2,115	\$ 1,037

See Notes to Condensed Consolidated Financial Statements.

MARRIOTT INTERNATIONAL, INC.
CONDENSED CONSOLIDATED BALANCE SHEETS
(in millions)

	(Unaudited)	
	September 30, 2023	December 31, 2022
ASSETS		
Current assets		
Cash and equivalents	\$ 717	\$ 507
Accounts and notes receivable, net	2,703	2,571
Prepaid expenses and other	262	235
	3,682	3,313
Property and equipment, net	1,572	1,585
Intangible assets		
Brands	5,832	5,812
Contract acquisition costs and other	3,161	2,935
Goodwill	8,795	8,872
	17,788	17,619
Equity method investments	311	335
Notes receivable, net	159	152
Deferred tax assets	240	240
Operating lease assets	937	987
Other noncurrent assets	578	584
	\$ 25,267	\$ 24,815
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities		
Current portion of long-term debt	\$ 898	\$ 684
Accounts payable	696	746
Accrued payroll and benefits	1,229	1,299
Liability for guest loyalty program	3,367	3,314
Accrued expenses and other	1,487	1,296
	7,677	7,339
Long-term debt	10,870	9,380
Liability for guest loyalty program	3,427	3,280
Deferred tax liabilities	359	313
Deferred revenue	1,007	1,059
Operating lease liabilities	966	1,034
Other noncurrent liabilities	1,622	1,842
Stockholders' equity		
Class A Common Stock	5	5
Additional paid-in-capital	5,996	5,965
Retained earnings	14,142	12,342
Treasury stock, at cost	(19,955)	(17,015)
Accumulated other comprehensive loss	(849)	(729)
	(661)	568
	\$ 25,267	\$ 24,815

See Notes to Condensed Consolidated Financial Statements.

MARRIOTT INTERNATIONAL, INC.
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(in millions)
(Unaudited)

	Nine Months Ended	
	September 30, 2023	September 30, 2022
OPERATING ACTIVITIES		
Net income	\$ 2,235	\$ 1,685
Adjustments to reconcile to cash provided by operating activities:		
Depreciation, amortization, and other	204	212
Stock-based compensation	147	144
Income taxes	(107)	197
Liability for guest loyalty program	109	(17)
Contract acquisition costs	(134)	(92)
Merger-related charges and other	42	(1)
Working capital changes	(141)	(225)
Other	64	19
Net cash provided by operating activities	<u>2,419</u>	<u>1,922</u>
INVESTING ACTIVITIES		
Capital and technology expenditures	(318)	(192)
Asset acquisition	(102)	—
Dispositions	61	—
Loan advances	(77)	(10)
Loan collections	35	12
Other	38	53
Net cash used in investing activities	<u>(363)</u>	<u>(137)</u>
FINANCING ACTIVITIES		
Commercial paper/Credit Facility, net	100	(1,050)
Issuance of long-term debt	1,918	983
Repayment of long-term debt	(332)	(578)
Issuance of Class A Common Stock	29	—
Dividends paid	(435)	(195)
Purchase of treasury stock	(2,988)	(1,235)
Stock-based compensation withholding taxes	(105)	(88)
Other	(25)	25
Net cash used in financing activities	<u>(1,838)</u>	<u>(2,138)</u>
INCREASE (DECREASE) IN CASH, CASH EQUIVALENTS, AND RESTRICTED CASH	218	(353)
CASH, CASH EQUIVALENTS, AND RESTRICTED CASH, beginning of period ⁽¹⁾	525	1,421
CASH, CASH EQUIVALENTS, AND RESTRICTED CASH, end of period ⁽¹⁾	<u>\$ 743</u>	<u>\$ 1,068</u>

⁽¹⁾ The 2023 amounts include beginning restricted cash of \$18 million at December 31, 2022, and ending restricted cash of \$26 million at September 30, 2023, which we present in the “Prepaid expenses and other” and “Other noncurrent assets” captions of our Balance Sheets.

See Notes to Condensed Consolidated Financial Statements.

MARRIOTT INTERNATIONAL, INC.
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(Unaudited)

NOTE 1. BASIS OF PRESENTATION

The condensed consolidated financial statements present the results of operations, financial position, and cash flows of Marriott International, Inc. and subsidiaries (referred to in this report as “we,” “us,” “Marriott,” or the “Company”). In order to make this report easier to read, we also refer throughout to (1) our Condensed Consolidated Financial Statements as our “Financial Statements,” (2) our Condensed Consolidated Statements of Income as our “Income Statements,” (3) our Condensed Consolidated Balance Sheets as our “Balance Sheets,” (4) our Condensed Consolidated Statements of Cash Flows as our “Statements of Cash Flows,” (5) our properties, brands, or markets in the United States and Canada as “U.S. & Canada,” and (6) our properties, brands, or markets in our Caribbean and Latin America, Europe, Middle East and Africa, Greater China, and Asia Pacific excluding China regions, as “International.” In addition, references throughout to numbered “Notes” refer to these Notes to Condensed Consolidated Financial Statements, unless otherwise stated.

These Financial Statements have not been audited. We have condensed or omitted certain information and disclosures normally included in financial statements presented in accordance with U.S. generally accepted accounting principles (“GAAP”). The financial statements in this report should be read in conjunction with the consolidated financial statements and notes thereto in our Annual Report on Form 10-K for the fiscal year ended December 31, 2022 (“2022 Form 10-K”). Certain terms not otherwise defined in this Form 10-Q have the meanings specified in our 2022 Form 10-K.

Preparation of financial statements that conform with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities as of the date of the financial statements, the reported amounts of revenues and expenses during the reporting periods, and the disclosures of contingent liabilities. Accordingly, ultimate results could differ from those estimates.

The accompanying Financial Statements reflect all normal and recurring adjustments necessary to present fairly our financial position as of September 30, 2023 and December 31, 2022, the results of our operations for the three and nine months ended September 30, 2023 and September 30, 2022, and cash flows for the nine months ended September 30, 2023 and September 30, 2022. Interim results may not be indicative of fiscal year performance because of seasonal and short-term variations. We have eliminated all material intercompany transactions and balances between entities consolidated in these Financial Statements.

NOTE 2. EARNINGS PER SHARE

The table below illustrates the reconciliation of the earnings and number of shares used in our calculations of basic and diluted earnings per share, the latter of which uses the treasury stock method to calculate the dilutive effect of the Company’s potential common stock:

<i>(in millions, except per share amounts)</i>	Three Months Ended		Nine Months Ended	
	September 30, 2023	September 30, 2022	September 30, 2023	September 30, 2022
<i>Computation of Basic Earnings Per Share</i>				
Net income	\$ 752	\$ 630	\$ 2,235	\$ 1,685
Shares for basic earnings per share	298.6	324.5	303.9	327.0
Basic earnings per share	\$ 2.52	\$ 1.94	\$ 7.36	\$ 5.15
<i>Computation of Diluted Earnings Per Share</i>				
Net income	\$ 752	\$ 630	\$ 2,235	\$ 1,685
Shares for basic earnings per share	298.6	324.5	303.9	327.0
Effect of dilutive securities				
Stock-based compensation	1.5	1.2	1.4	1.4
Shares for diluted earnings per share	300.1	325.7	305.3	328.4
Diluted earnings per share	\$ 2.51	\$ 1.94	\$ 7.32	\$ 5.13

NOTE 3. STOCK-BASED COMPENSATION

We granted 1.0 million restricted stock units (“RSUs”) during the 2023 first three quarters to certain officers and employees, and those units vest generally over four years in equal annual installments commencing one year after the grant date. We also granted 0.1 million performance-based RSUs (“PSUs”) in the 2023 first three quarters to certain executives, which are earned subject to continued employment and the satisfaction of certain performance and market conditions based on the degree of achievement of pre-established targets for 2025 adjusted EBITDA performance and relative total stockholder return over the 2023 to 2025 performance period. RSUs, including PSUs, granted in the 2023 first three quarters had a weighted average grant-date fair value of \$167 per unit.

We recorded stock-based compensation expense for RSUs and PSUs of \$47 million in the 2023 third quarter compared to \$45 million in the 2022 third quarter, and \$129 million in the 2023 first three quarters compared to \$136 million in the 2022 first three quarters. Deferred compensation costs for unvested awards for RSUs and PSUs totaled \$217 million at September 30, 2023 and \$179 million at December 31, 2022.

NOTE 4. INCOME TAXES

Our effective tax rate decreased to 23.9 percent for the 2023 third quarter compared to 27.5 percent for the 2022 third quarter, primarily due to the prior year expense from the completion of tax audits and the increase in tax deductions from stock-based compensation, partially offset by the shift in earnings to jurisdictions with higher tax rates.

Our effective tax rate decreased to 20.1 percent for the 2023 first three quarters compared to 24.2 percent for the 2022 first three quarters, primarily due to the current year release of tax reserves and the prior year expense from the completion of tax audits, partially offset by the shift in earnings to jurisdictions with higher tax rates.

Our unrecognized tax benefit balance decreased by \$101 million to \$154 million at September 30, 2023 from \$255 million at December 31, 2022, primarily due to the completion of a prior year tax audit. Our unrecognized tax benefit balance included \$143 million at September 30, 2023 and \$241 million at December 31, 2022 of tax positions that, if recognized, would impact our effective tax rate. It is reasonably possible that within the next 12 months we will reach resolution of income tax examinations in one or more jurisdictions. The actual amount of any change to our unrecognized tax benefits could vary depending on the timing and nature of the settlement. Therefore, an estimate of the change cannot be provided.

We file income tax returns, including returns for our subsidiaries, in various jurisdictions around the world. The U.S. Internal Revenue Service (“IRS”) has examined our federal income tax returns, and as of September 30, 2023, we have settled all issues for tax years through 2019. Our 2020 through 2023 tax year audits are currently ongoing. Various foreign, state, and local income tax returns are also under examination by the applicable taxing authorities.

We paid cash for income taxes, net of refunds, of \$669 million in the 2023 first three quarters and \$341 million in the 2022 first three quarters.

NOTE 5. COMMITMENTS AND CONTINGENCIES*Guarantees*

We present the maximum potential amount of our future guarantee fundings and the carrying amount of our liability for our debt service, operating profit, and other guarantees (excluding contingent purchase obligations) for which we are the primary obligor at September 30, 2023 in the following table:

<i>(in millions)</i> Guarantee Type	Maximum Potential Amount of Future Fundings	Recorded Liability for Guarantees
Debt service	\$ 57	\$ 6
Operating profit	146	79
Other	18	4
	<u>\$ 221</u>	<u>\$ 89</u>

Our maximum potential guarantees listed in the preceding table include \$41 million of operating profit guarantees that will not be in effect until the underlying properties open and we begin to operate the properties or certain other events occur.

Contingent Purchase Obligation

Sheraton Grand Chicago. In 2017, we granted the owner a one-time right to require us to purchase the leasehold interest in the land and the hotel for \$300 million in cash (the “put option”). In the 2021 third quarter, we entered into an amendment with the owner to move the exercise period of the put option from the 2022 first half to the 2024 first half. If the owner exercises the put option, the closing is expected to occur in the 2024 fourth quarter, and we have the option to purchase, at the same time the put transaction closes, the fee simple interest in the underlying land for an additional \$200 million in cash. We account for the put option as a guarantee, and our recorded liability was \$300 million at September 30, 2023 and December 31, 2022.

*Starwood Data Security Incident*Description of Event

On November 30, 2018, we announced a data security incident involving unauthorized access to the Starwood reservations database (the “Data Security Incident”). Working with leading security experts, we determined that there was unauthorized access to the Starwood network since 2014 and that an unauthorized party had copied information from the Starwood reservations database and taken steps towards removing it. We discontinued use of the Starwood reservations database for business operations at the end of 2018.

Litigation, Claims, and Government Investigations

Following our announcement of the Data Security Incident, approximately 100 lawsuits were filed by consumers and others against us in U.S. federal, U.S. state and Canadian courts related to the incident. The plaintiffs in the cases that remain pending, who generally purport to represent various classes of consumers, generally claim to have been harmed by alleged actions and/or omissions by the Company in connection with the Data Security Incident and assert a variety of common law and statutory claims seeking monetary damages, injunctive relief, costs and attorneys’ fees, and other related relief. The active U.S. cases are consolidated in the U.S. District Court for the District of Maryland (the “District Court”), pursuant to orders of the U.S. Judicial Panel on Multidistrict Litigation (the “MDL”). The District Court granted in part and denied in part class certification of various U.S. groups of consumers. In August 2023, the U.S. Court of Appeals for the Fourth Circuit vacated the District Court’s class certification decision because the District Court failed to first consider the effect of a class-action waiver signed by all putative class members. The Fourth Circuit remanded for further proceedings consistent with its opinion. A case brought by the City of Chicago (which is consolidated in the MDL proceeding) also remains pending. The Canadian cases have effectively been consolidated into a single case in the province of Ontario. We dispute the allegations in these lawsuits and are vigorously defending against such claims.

In addition, various U.S. federal, U.S. state and foreign governmental authorities made inquiries, opened investigations, or requested information and/or documents related to the Data Security Incident and related matters. Although some of these matters have been resolved or no longer appear to be active, some remain open. We are in discussions with the Attorney General offices from 49 states and the District of Columbia and the Federal Trade Commission. Based on the ongoing discussions, we believe it is probable that we will incur losses, and as of September 30, 2023, we have an accrual for an estimated loss contingency, which is not material to our Financial Statements.

While we believe it is reasonably possible that we may incur losses in excess of the amounts recorded associated with the above described MDL proceedings and regulatory investigations related to the Data Security Incident, it is not possible to reasonably estimate the amount of such losses or range of loss that might result from adverse judgments, settlements, fines, penalties or other resolution of these proceedings and investigations based on: (1) in the case of the above described MDL proceedings, the current stage of these proceedings, the absence of specific allegations as to alleged damages, the uncertainty as to the certification of a class or classes and the size of any certified class, and the lack of resolution of significant factual and legal issues; and (2) in the case of the above described regulatory investigations, the lack of resolution with the Federal Trade Commission and the state Attorneys General.

NOTE 6. LONG-TERM DEBT

We provide detail on our long-term debt balances, net of discounts, premiums, and debt issuance costs, in the following table as of September 30, 2023 and year-end 2022:

<i>(in millions)</i>	September 30, 2023	December 31, 2022
Senior Notes:		
Series P Notes, interest rate of 3.8%, face amount of \$350, maturing October 1, 2025 (effective interest rate of 4.0%)	\$ 348	\$ 348
Series R Notes, interest rate of 3.1%, face amount of \$750, maturing June 15, 2026 (effective interest rate of 3.3%)	747	747
Series U Notes, interest rate of 3.1%, face amount of \$291, matured February 15, 2023 (effective interest rate of 3.1%)	—	291
Series V Notes, interest rate of 3.8%, face amount of \$318, maturing March 15, 2025 (effective interest rate of 2.8%)	322	324
Series W Notes, interest rate of 4.5%, face amount of \$278, maturing October 1, 2034 (effective interest rate of 4.1%)	289	289
Series X Notes, interest rate of 4.0%, face amount of \$450, maturing April 15, 2028 (effective interest rate of 4.2%)	446	446
Series Z Notes, interest rate of 4.2%, face amount of \$350, maturing December 1, 2023 (effective interest rate of 4.4%)	350	349
Series AA Notes, interest rate of 4.7%, face amount of \$300, maturing December 1, 2028 (effective interest rate of 4.8%)	298	298
Series CC Notes, interest rate of 3.6%, face amount of \$550, maturing April 15, 2024 (effective interest rate of 3.9%)	540	531
Series EE Notes, interest rate of 5.8%, face amount of \$600, maturing May 1, 2025 (effective interest rate of 6.0%)	598	596
Series FF Notes, interest rate of 4.6%, face amount of \$1,000, maturing June 15, 2030 (effective interest rate of 4.8%)	989	988
Series GG Notes, interest rate of 3.5%, face amount of \$1,000, maturing October 15, 2032 (effective interest rate of 3.7%)	988	987
Series HH Notes, interest rate of 2.9%, face amount of \$1,100, maturing April 15, 2031 (effective interest rate of 3.0%)	1,091	1,090
Series II Notes, interest rate of 2.8%, face amount of \$700, maturing October 15, 2033 (effective interest rate of 2.8%)	694	694
Series JJ Notes, interest rate of 5.0%, face amount of \$1,000, maturing October 15, 2027 (effective interest rate of 5.4%)	986	984
Series KK Notes, interest rate of 4.9%, face amount of \$800, maturing April 15, 2029 (effective interest rate of 5.3%)	785	—
Series LL Notes, interest rate of 5.5%, face amount of \$450, maturing September 15, 2026 (effective interest rate of 5.9%)	444	—
Series MM Notes, interest rate of 5.6%, face amount of \$700, maturing October 15, 2028 (effective interest rate of 5.9%)	691	—
Commercial paper	973	871
Credit Facility	—	—
Finance lease obligations	133	139
Other	56	92
	\$ 11,768	\$ 10,064
Less current portion	(898)	(684)
	\$ 10,870	\$ 9,380

We paid cash for interest, net of amounts capitalized, of \$266 million in the 2023 first three quarters and \$203 million in the 2022 first three quarters.

In September 2023, we issued \$450 million aggregate principal amount of 5.45 percent Series LL Notes due September 15, 2026 (the “Series LL Notes”) and \$700 million aggregate principal amount of 5.55 percent Series MM Notes due October 15, 2028 (the “Series MM Notes”). We will pay interest on the Series LL Notes in March and September of each year, commencing in March 2024, and we will pay interest on the Series MM Notes in April and October of each year, commencing in April 2024. We received net proceeds of approximately \$1.135 billion from the offering of the Series LL Notes and Series MM Notes, after deducting the underwriting discount and estimated expenses, which were made available for general corporate purposes, including working capital, capital expenditures, acquisitions, stock repurchases, or repayment of outstanding indebtedness.

In March 2023, we issued \$800 million aggregate principal amount of 4.90 percent Series KK Notes due April 15, 2029 (the “Series KK Notes”). We pay interest on the Series KK Notes in April and October of each year, commencing in October 2023. We received net proceeds of approximately \$783 million from the offering of the Series KK Notes, after deducting the underwriting discount and expenses, which were made available for general corporate purposes, including working capital, capital expenditures, acquisitions, stock repurchases, or repayment of outstanding indebtedness.

We are party to a \$4.5 billion multicurrency revolving credit agreement (the “Credit Facility”). Available borrowings under the Credit Facility support our commercial paper program and general corporate needs. Borrowings under the Credit Facility generally bear interest at SOFR (the Secured Overnight Financing Rate) plus a spread based on our public debt rating. We also pay quarterly fees on the Credit Facility at a rate based on our public debt rating. We classify outstanding borrowings under the Credit Facility and outstanding commercial paper borrowings as long-term based on our ability and intent to refinance the outstanding borrowings on a long-term basis. The Credit Facility expires on December 14, 2027.

NOTE 7. ACQUISITION

On May 1, 2023, we completed the acquisition of the City Express brand portfolio from Hoteles City Express, S.A.B. de C.V. for \$100 million. As a result of the transaction, we added 149 properties located in Mexico, Costa Rica, Colombia, and Chile to our franchise portfolio. We accounted for the transaction as an asset acquisition and allocated the cost of the acquisition, including direct and incremental transaction costs, to an indefinite-lived brand asset of approximately \$85 million and franchise contract assets, with a weighted-average term of 20 years, totaling \$21 million.

NOTE 8. FAIR VALUE OF FINANCIAL INSTRUMENTS

We believe that the fair values of our current assets and current liabilities approximate their reported carrying amounts. We present the carrying amounts and the fair values of noncurrent financial assets and liabilities that qualify as financial instruments in the following table:

<i>(in millions)</i>	September 30, 2023		December 31, 2022	
	Carrying Amount	Fair Value	Carrying Amount	Fair Value
Senior, mezzanine, and other loans	\$ 159	\$ 147	\$ 152	\$ 142
Total noncurrent financial assets	\$ 159	\$ 147	\$ 152	\$ 142
Senior Notes	\$ (9,716)	\$ (8,920)	\$ (8,322)	\$ (7,627)
Commercial paper	(973)	(973)	(871)	(871)
Other long-term debt	(56)	(50)	(56)	(49)
Other noncurrent liabilities	(371)	(371)	(394)	(394)
Total noncurrent financial liabilities	\$ (11,116)	\$ (10,314)	\$ (9,643)	\$ (8,941)

See Note 12. Fair Value of Financial Instruments and the “Fair Value Measurements” caption of Note 2. Summary of Significant Accounting Policies of our 2022 Form 10-K for more information on the input levels we use in determining fair value.

NOTE 9. ACCUMULATED OTHER COMPREHENSIVE LOSS AND STOCKHOLDERS' EQUITY

The following tables detail the accumulated other comprehensive loss activity for the 2023 first three quarters and 2022 first three quarters:

<i>(in millions)</i>	Foreign Currency Translation Adjustments	Other Adjustments	Accumulated Other Comprehensive Loss
Balance at year-end 2022	\$ (740)	\$ 11	\$ (729)
Other comprehensive (loss) income before reclassifications ⁽¹⁾	(129)	11	(118)
Reclassification adjustments	(3)	1	(2)
Net other comprehensive (loss) income	(132)	12	(120)
Balance at September 30, 2023	\$ (872)	\$ 23	\$ (849)

<i>(in millions)</i>	Foreign Currency Translation Adjustments	Other Adjustments	Accumulated Other Comprehensive Loss
Balance at year-end 2021	\$ (351)	\$ 9	\$ (342)
Other comprehensive (loss) income before reclassifications ⁽¹⁾	(653)	9	(644)
Reclassification adjustments	—	(4)	(4)
Net other comprehensive (loss) income	(653)	5	(648)
Balance at September 30, 2022	\$ (1,004)	\$ 14	\$ (990)

(1) Other comprehensive loss before reclassifications for foreign currency translation adjustments includes intra-entity foreign currency transactions that are of a long-term investment nature, which resulted in losses of \$1 million for the 2023 first three quarters and gains of \$76 million for the 2022 first three quarters.

The following tables detail the changes in common shares outstanding and stockholders' equity for the 2023 first three quarters and 2022 first three quarters:

<i>(in millions, except per share amounts)</i>							
Common Shares Outstanding	Total	Class A Common Stock	Additional Paid-in-Capital	Retained Earnings	Treasury Stock, at Cost	Accumulated Other Comprehensive Loss	
310.6	Balance at year-end 2022	\$ 568	\$ 5	\$ 5,965	\$ 12,342	\$ (17,015)	\$ (729)
—	Net income	757	—	—	757	—	—
—	Other comprehensive income	82	—	—	—	—	82
—	Dividends (\$0.40 per share)	(124)	—	—	(124)	—	—
0.9	Stock-based compensation plans	(34)	—	(59)	—	25	—
(6.8)	Purchase of treasury stock	(1,109)	—	—	—	(1,109)	—
304.7	Balance at March 31, 2023	\$ 140	\$ 5	\$ 5,906	\$ 12,975	\$ (18,099)	\$ (647)
—	Net income	726	—	—	726	—	—
—	Other comprehensive loss	(69)	—	—	—	—	(69)
—	Dividends (\$0.52 per share)	(157)	—	—	(157)	—	—
0.1	Stock-based compensation plans	48	—	46	—	2	—
(5.2)	Purchase of treasury stock	(912)	—	—	—	(912)	—
299.6	Balance at June 30, 2023	\$ (224)	\$ 5	\$ 5,952	\$ 13,544	\$ (19,009)	\$ (716)
—	Net income	752	—	—	752	—	—
—	Other comprehensive loss	(133)	—	—	—	—	(133)
—	Dividends (\$0.52 per share)	(154)	—	—	(154)	—	—
0.4	Stock-based compensation plans	56	—	44	—	12	—
(4.8)	Purchase of treasury stock	(958)	—	—	—	(958)	—
295.2	Balance at September 30, 2023	\$ (661)	\$ 5	\$ 5,996	\$ 14,142	\$ (19,955)	\$ (849)

Common Shares Outstanding		Total	Class A Common Stock	Additional Paid-in-Capital	Retained Earnings	Treasury Stock, at Cost	Accumulated Other Comprehensive Loss
326.3	Balance at year-end 2021	\$ 1,414	\$ 5	\$ 5,892	\$ 10,305	\$ (14,446)	\$ (342)
—	Net income	377	—	—	377	—	—
—	Other comprehensive income	14	—	—	—	—	14
1.0	Stock-based compensation plans	(33)	—	(61)	—	28	—
327.3	Balance at March 31, 2022	\$ 1,772	\$ 5	\$ 5,831	\$ 10,682	\$ (14,418)	\$ (328)
—	Net income	678	—	—	678	—	—
—	Other comprehensive loss	(323)	—	—	—	—	(323)
—	Dividends (\$0.30 per share)	(98)	—	—	(98)	—	—
—	Stock-based compensation plans	43	—	41	—	2	—
(1.9)	Purchase of treasury stock	(300)	—	—	—	(300)	—
325.4	Balance at June 30, 2022	\$ 1,772	\$ 5	\$ 5,872	\$ 11,262	\$ (14,716)	\$ (651)
—	Net income	630	—	—	630	—	—
—	Other comprehensive loss	(339)	—	—	—	—	(339)
—	Dividends (\$0.30 per share)	(97)	—	—	(97)	—	—
0.1	Stock-based compensation plans	47	—	47	—	—	—
(6.2)	Purchase of treasury stock	(950)	—	—	—	(950)	—
319.3	Balance at September 30, 2022	\$ 1,063	\$ 5	\$ 5,919	\$ 11,795	\$ (15,666)	\$ (990)

NOTE 10. CONTRACTS WITH CUSTOMERS

Our current and noncurrent liability for guest loyalty program increased by \$200 million, to \$6,794 million at September 30, 2023, from \$6,594 million at December 31, 2022, primarily reflecting an increase in points earned by members. This includes a \$91 million reclassification from deferred revenue to the liability for guest loyalty program primarily due to points that were earned during the period by members using our U.S.-issued co-branded credit cards, which were prepaid by the financial institutions in 2020. The increase was partially offset by \$2,325 million of revenue recognized in the 2023 first three quarters, that was deferred as of December 31, 2022.

Our current and noncurrent deferred revenue decreased by \$113 million, to \$1,218 million at September 30, 2023, from \$1,331 million at December 31, 2022, primarily as a result of \$213 million of revenue recognized in the 2023 first three quarters that was deferred as of December 31, 2022, as well as the reclassification from deferred revenue to the liability for guest loyalty program, which we discuss above. The decrease was partially offset by revenue deferred in the 2023 first three quarters related to our co-branded credit cards, gift cards, franchise application and relicensing fees, and certain centralized programs and services fees.

Our allowance for credit losses decreased to \$189 million at September 30, 2023 from \$191 million at December 31, 2022.

NOTE 11. BUSINESS SEGMENTS

We discuss our operations in the following two operating segments, both of which meet the applicable accounting criteria for separate disclosure as a reportable business segment: (1) U.S. & Canada and (2) International.

We evaluate the performance of our operating segments using “segment profits,” which is based largely on the results of the segment without allocating corporate expenses, income taxes, indirect general, administrative, and other expenses, or merger-related costs. We assign gains and losses, equity in earnings or losses, and direct general, administrative, and other expenses to each of our segments. “Unallocated corporate and other” includes a portion of our revenues (such as fees we receive from our credit card programs and vacation ownership licensing agreements), revenues and expenses for our Loyalty Program, general, administrative, and other expenses, merger-related charges and other expenses, equity in earnings or losses, and other gains or losses that we do not allocate to our segments.

Our chief operating decision maker monitors assets for the consolidated Company but does not use assets by operating segment when assessing performance or making operating segment resource allocations.

Segment Revenues

The following tables present our revenues disaggregated by segment and major revenue stream for the 2023 third quarter, 2022 third quarter, 2023 first three quarters, and 2022 first three quarters:

<i>(in millions)</i>	Three Months Ended September 30, 2023			Three Months Ended September 30, 2022		
	U.S. & Canada	International	Total	U.S. & Canada	International	Total
Gross fee revenues	\$ 690	\$ 319	\$ 1,009	\$ 649	\$ 241	\$ 890
Contract investment amortization	(16)	(6)	(22)	(16)	(6)	(22)
Net fee revenues	674	313	987	633	235	868
Owned, leased, and other revenue	94	235	329	114	205	319
Cost reimbursement revenue	3,565	577	4,142	3,253	468	3,721
Total reportable segment revenue	\$ 4,333	\$ 1,125	\$ 5,458	\$ 4,000	\$ 908	\$ 4,908
Unallocated corporate and other			470			405
Total revenue			\$ 5,928			\$ 5,313

<i>(in millions)</i>	Nine Months Ended September 30, 2023			Nine Months Ended September 30, 2022		
	U.S. & Canada	International	Total	U.S. & Canada	International	Total
Gross fee revenues	\$ 2,113	\$ 924	\$ 3,037	\$ 1,821	\$ 630	\$ 2,451
Contract investment amortization	(49)	(16)	(65)	(45)	(20)	(65)
Net fee revenues	2,064	908	2,972	1,776	610	2,386
Owned, leased, and other revenue	327	691	1,018	330	575	905
Cost reimbursement revenue	10,722	1,658	12,380	9,282	1,273	10,555
Total reportable segment revenue	\$ 13,113	\$ 3,257	\$ 16,370	\$ 11,388	\$ 2,458	\$ 13,846
Unallocated corporate and other			1,248			1,004
Total revenue			\$ 17,618			\$ 14,850

Segment Profits

<i>(in millions)</i>	Three Months Ended		Nine Months Ended	
	September 30, 2023	September 30, 2022	September 30, 2023	September 30, 2022
U.S. & Canada	\$ 707	\$ 652	\$ 2,120	\$ 1,833
International	318	227	865	568
Unallocated corporate and other	103	83	203	92
Interest expense, net of interest income	(139)	(93)	(391)	(270)
Provision for income taxes	(237)	(239)	(562)	(538)
Net income	\$ 752	\$ 630	\$ 2,235	\$ 1,685

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations

Cautionary Statement

All statements in this report are made as of the date this Form 10-Q is filed with the U.S. Securities and Exchange Commission (the "SEC"). We undertake no obligation to publicly update or revise these statements, whether as a result of new information, future events or otherwise. We make forward-looking statements in Management's Discussion and Analysis of Financial Condition and Results of Operations and elsewhere in this report based on the beliefs and assumptions of our management and on information available to us through the date this Form 10-Q is filed with the SEC. Forward-looking statements include information related to future demand trends and expectations; our expectations regarding rooms growth; our expectations regarding our ability to meet our liquidity requirements; our capital expenditures and other investment spending expectations; our expectations regarding future dividends and share repurchases; and other statements that are preceded by, followed by, or include the words "believes," "expects," "anticipates," "intends," "plans," "estimates," "foresees," or similar expressions; and similar statements concerning anticipated future events and expectations that are not historical facts.

We caution you that these statements are not guarantees of future performance and are subject to numerous evolving risks and uncertainties that we may not be able to accurately predict or assess, including the risks and uncertainties we describe in our Annual Report on Form 10-K for the fiscal year ended December 31, 2022 (“2022 Form 10-K”), Part II, Item 1A of this report, and other factors we describe from time to time in our periodic filings with the SEC.

BUSINESS AND OVERVIEW

Overview

We are a worldwide operator, franchisor, and licensor of hotel, residential, timeshare, and other lodging properties under more than 30 brand names. Under our asset-light business model, we typically manage or franchise hotels, rather than own them. We discuss our operations in the following reportable business segments: (1) U.S. & Canada and (2) International.

Terms of our management agreements vary, but our management fees generally consist of base management fees and incentive management fees. Base management fees are typically calculated as a percentage of property-level revenue. Incentive management fees are typically calculated as a percentage of a hotel profitability measure, and, in many cases (particularly in our U.S. & Canada, Europe, and Caribbean & Latin America regions), are subject to a specified owner return. Under our franchise agreements, franchise fees are typically calculated as a percentage of property-level revenue or a portion thereof. Additionally, we earn franchise fees for the use of our intellectual property, such as fees from our co-branded credit card, timeshare, and residential programs.

Performance Measures

We believe Revenue per Available Room (“RevPAR”), which we calculate by dividing room sales for comparable properties by room nights available for the period, is a meaningful indicator of our performance because it measures the period-over-period change in room revenues for comparable properties. RevPAR may not be comparable to similarly titled measures, such as revenues, and should not be viewed as necessarily correlating with our fee revenue. We also believe occupancy and average daily rate (“ADR”), which are components of calculating RevPAR, are meaningful indicators of our performance. Occupancy, which we calculate by dividing occupied rooms by total rooms available, measures the utilization of a property’s available capacity. ADR, which we calculate by dividing property room revenue by total rooms sold, measures average room price and is useful in assessing pricing levels. RevPAR, occupancy, and ADR statistics are on a systemwide basis for comparable properties, unless otherwise stated. Comparisons to prior periods are on a constant U.S. dollar basis. We calculate constant dollar statistics by applying exchange rates for the current period to the prior comparable period.

We define our comparable properties as our properties that were open and operating under one of our brands since the beginning of the last full calendar year (since January 1, 2022 for the current period) and have not, in either the current or previous year: (1) undergone significant room or public space renovations or expansions, (2) been converted between company-operated and franchised, or (3) sustained substantial property damage or business interruption.

Business Trends

We saw strong global RevPAR improvement during the 2023 third quarter and 2023 first three quarters compared to the same periods in 2022. For the 2023 third quarter, worldwide RevPAR increased 8.8 percent compared to the 2022 third quarter, reflecting ADR growth of 4.1 percent and occupancy improvement of 3.2 percentage points. For the 2023 first three quarters, worldwide RevPAR increased 17.5 percent compared to the 2022 first three quarters, reflecting ADR growth of 6.7 percent and occupancy improvement of 6.4 percentage points. The increases in RevPAR were driven by improvement in all customer segments, including robust leisure demand as well as strengthening group and business transient demand as compared to the same periods in 2022.

In the U.S. & Canada, RevPAR improved 4.3 percent in the 2023 third quarter compared to the 2022 third quarter, driven by ADR growth of 2.7 percent and occupancy improvement of 1.1 percentage points. In the 2023 first three quarters, U.S. & Canada RevPAR improved 10.8 percent compared to the 2022 first three quarters, driven

by ADR growth of 5.2 percent and occupancy improvement of 3.5 percentage points. While demand continued to be strong in the 2023 third quarter, the year-over-year growth in RevPAR continued to stabilize.

Internationally, RevPAR improved 21.8 percent in the 2023 third quarter and 38.7 percent in the 2023 first three quarters compared to the same periods in 2022. The improvement in RevPAR compared to 2022 was driven by strengthening demand, particularly in Greater China and Asia Pacific excluding China, where various geographic markets were impacted by COVID-19 and government-imposed travel restrictions during the 2022 comparable periods.

Our business is subject to the effects of changes in global and regional economic, geopolitical and other conditions and these conditions can change rapidly. We continue to monitor these conditions, and although we are not currently seeing signs of a slowdown in lodging demand in most markets, the lodging booking window is short and trends can change quickly.

Starwood Data Security Incident

On November 30, 2018, we announced a data security incident involving unauthorized access to the Starwood reservations database (the “Data Security Incident”). We discontinued use of the Starwood reservations database for business operations at the end of 2018.

We are currently unable to reasonably estimate the range of total possible financial impact to the Company from the Data Security Incident in excess of the expenses already recorded. However, we do not believe this incident will impact our long-term financial health. Although our insurance program includes coverage designed to limit our exposure to losses such as those related to the Data Security Incident, that insurance may not be sufficient or available to cover all of our expenses or other losses (including monetary payments to regulators and/or litigants) related to the Data Security Incident. In addition, certain expenses by their nature (such as, for example, expenses related to enhancing our cybersecurity program) are not covered by our insurance program. We expect to incur ongoing legal and other expenses associated with the Data Security Incident in future periods, and we believe it is reasonably possible that we may incur additional monetary payments to regulators and/or litigants in excess of the amounts already recorded and costs in connection with compliance with any settlements or resolutions of matters. See Note 5 for additional information related to legal proceedings and governmental investigations related to the Data Security Incident.

System Growth and Pipeline

At the end of the 2023 third quarter, our system had 8,675 properties (1,581,002 rooms), compared to 8,288 properties (1,525,407 rooms) at year-end 2022 and 8,162 properties (1,507,350 rooms) at the end of the 2022 third quarter. The increase compared to year-end 2022 reflected gross additions of 430 properties (61,304 rooms), including 149 properties (17,300 rooms) from the City Express acquisition, and deletions of 42 properties (5,840 rooms). Our 2023 first three quarters gross room additions included approximately 47,300 rooms located outside U.S. & Canada and approximately 10,500 rooms converted from competitor brands.

At the end of the 2023 third quarter, we had nearly 557,000 hotel rooms in our development pipeline, which includes roughly 40,300 hotel rooms approved for development but not yet under signed contracts. Approximately 238,000 hotel rooms in the pipeline, including approximately 37,000 rooms from the exclusive, long-term strategic licensing agreement with MGM Resorts International that we announced in July 2023, were under construction as of the end of the 2023 third quarter. Over half of the rooms in our development pipeline are outside U.S. & Canada.

We currently expect full-year 2023 net rooms growth of approximately 4.2 to 4.5 percent. This estimate excludes the anticipated addition of rooms to our system under our agreement with MGM Resorts International discussed above, which we now expect to be added in early 2024.

Properties and Rooms

At September 30, 2023, we operated, franchised, and licensed the following properties and rooms:

	Managed		Franchised/Licensed		Owned/Leased		Residential		Total	
	Properties	Rooms	Properties	Rooms	Properties	Rooms	Properties	Rooms	Properties	Rooms
U.S. & Canada	629	215,952	5,217	747,617	14	4,656	67	7,166	5,927	975,391
International	1,410	358,039	1,155	210,458	37	8,776	52	5,444	2,654	582,717
Timeshare	—	—	93	22,745	—	—	—	—	93	22,745
Yacht	—	—	1	149	—	—	—	—	1	149
Total	2,039	573,991	6,466	980,969	51	13,432	119	12,610	8,675	1,581,002

Lodging Statistics

The following tables present RevPAR, occupancy, and ADR statistics for comparable properties. Systemwide statistics include data from our franchised properties, in addition to our company-operated properties.

	Three Months Ended September 30, 2023 and Change vs. Three Months Ended September 30, 2022					
	RevPAR		Occupancy		Average Daily Rate	
	2023	vs. 2022	2023	vs. 2022	2023	vs. 2022
<i>Comparable Company-Operated Properties</i>						
U.S. & Canada	\$ 169.46	4.4 %	70.8 %	1.3 % pts.	\$ 239.40	2.5 %
Greater China	\$ 93.41	48.6 %	72.5 %	14.5 % pts.	\$ 128.93	18.9 %
Asia Pacific excluding China	\$ 116.21	35.2 %	70.7 %	9.3 % pts.	\$ 164.45	17.5 %
Caribbean & Latin America	\$ 138.64	2.4 %	61.1 %	2.4 % pts.	\$ 226.76	(1.6) %
Europe	\$ 226.46	10.6 %	75.5 %	3.2 % pts.	\$ 300.01	6.0 %
Middle East & Africa	\$ 101.11	18.1 %	65.4 %	4.2 % pts.	\$ 154.50	10.5 %
International - All ⁽¹⁾	\$ 121.93	25.8 %	70.5 %	9.0 % pts.	\$ 172.91	9.7 %
Worldwide ⁽²⁾	\$ 142.51	13.8 %	70.6 %	5.7 % pts.	\$ 201.76	4.6 %
<i>Comparable Systemwide Properties</i>						
U.S. & Canada	\$ 133.92	4.3 %	73.1 %	1.1 % pts.	\$ 183.28	2.7 %
Greater China	\$ 87.31	47.4 %	71.3 %	14.5 % pts.	\$ 122.40	17.4 %
Asia Pacific excluding China	\$ 117.73	36.4 %	70.4 %	8.6 % pts.	\$ 167.12	19.7 %
Caribbean & Latin America	\$ 121.87	2.8 %	62.4 %	2.5 % pts.	\$ 195.43	(1.4) %
Europe	\$ 175.50	9.8 %	74.7 %	3.2 % pts.	\$ 235.04	5.0 %
Middle East & Africa	\$ 98.24	20.2 %	65.3 %	3.5 % pts.	\$ 150.50	13.8 %
International - All ⁽¹⁾	\$ 120.43	21.8 %	70.1 %	7.6 % pts.	\$ 171.85	8.5 %
Worldwide ⁽²⁾	\$ 129.73	8.8 %	72.1 %	3.2 % pts.	\$ 179.84	4.1 %

	Nine Months Ended September 30, 2023 and Change vs. Nine Months Ended September 30, 2022					
	RevPAR		Occupancy		Average Daily Rate	
	2023	vs. 2022	2023	vs. 2022	2023	vs. 2022
Comparable Company-Operated Properties						
U.S. & Canada	\$ 173.39	12.4 %	69.9 %	4.8 % pts.	\$ 248.07	4.7 %
Greater China	\$ 89.14	78.2 %	68.9 %	22.0 % pts.	\$ 129.41	21.2 %
Asia Pacific excluding China	\$ 114.87	58.1 %	68.5 %	14.3 % pts.	\$ 167.63	25.2 %
Caribbean & Latin America	\$ 165.92	17.8 %	63.4 %	4.9 % pts.	\$ 261.59	8.7 %
Europe	\$ 188.49	25.0 %	70.5 %	9.0 % pts.	\$ 267.38	9.0 %
Middle East & Africa	\$ 118.53	17.8 %	66.2 %	4.0 % pts.	\$ 178.96	10.7 %
International - All ⁽¹⁾	\$ 119.30	42.0 %	68.2 %	14.1 % pts.	\$ 174.86	12.7 %
Worldwide ⁽²⁾	\$ 142.74	24.7 %	68.9 %	10.1 % pts.	\$ 207.02	6.5 %
Comparable Systemwide Properties						
U.S. & Canada	\$ 130.48	10.8 %	70.9 %	3.5 % pts.	\$ 183.93	5.2 %
Greater China	\$ 83.53	77.9 %	67.8 %	22.2 % pts.	\$ 123.11	19.8 %
Asia Pacific excluding China	\$ 115.15	58.7 %	68.4 %	13.6 % pts.	\$ 168.42	27.1 %
Caribbean & Latin America	\$ 141.96	18.2 %	64.4 %	5.2 % pts.	\$ 220.49	8.6 %
Europe	\$ 146.12	25.8 %	68.6 %	9.8 % pts.	\$ 212.87	7.9 %
Middle East & Africa	\$ 111.67	20.3 %	65.3 %	3.7 % pts.	\$ 171.06	13.5 %
International - All ⁽¹⁾	\$ 115.90	38.7 %	67.4 %	12.9 % pts.	\$ 171.93	12.3 %
Worldwide ⁽²⁾	\$ 125.96	17.5 %	69.8 %	6.4 % pts.	\$ 180.34	6.7 %

⁽¹⁾ Includes Greater China, Asia Pacific excluding China, Caribbean & Latin America, Europe, and Middle East & Africa.

⁽²⁾ Includes U.S. & Canada and International - All.

CONSOLIDATED RESULTS

Our consolidated results in the 2023 third quarter and 2023 first three quarters improved compared to the 2022 third quarter and 2022 first three quarters due to the continued recovery in lodging demand from the impacts of COVID-19. The discussion below presents an additional analysis of our consolidated results of operations for the 2023 third quarter compared to the 2022 third quarter and for the 2023 first three quarters compared to the 2022 first three quarters.

Fee Revenues

(in millions)	Three Months Ended				Nine Months Ended			
	September 30, 2023	September 30, 2022	Change 2023 vs. 2022		September 30, 2023	September 30, 2022	Change 2023 vs. 2022	
Base management fees	\$ 306	\$ 275	\$ 31	11 %	\$ 917	\$ 757	\$ 160	21 %
Franchise fees	748	678	70	10 %	2,126	1,847	279	15 %
Incentive management fees	143	106	37	35 %	537	343	194	57 %
Gross fee revenues	1,197	1,059	138	13 %	3,580	2,947	633	21 %
Contract investment amortization	(23)	(22)	(1)	(5)%	(66)	(65)	(1)	(2)%
Net fee revenues	\$ 1,174	\$ 1,037	\$ 137	13 %	\$ 3,514	\$ 2,882	\$ 632	22 %

The increases in base management fees in the 2023 third quarter and 2023 first three quarters primarily reflected higher RevPAR. The increase in the 2023 first three quarters was also due to unit growth (\$19 million), partially offset by net unfavorable foreign exchange rates (\$18 million).

The increases in franchise fees in the 2023 third quarter and 2023 first three quarters primarily reflected higher RevPAR, unit growth (\$29 million and \$73 million, respectively), and higher co-branded credit card fees (\$15 million and \$43 million, respectively).

The increases in incentive management fees in the 2023 third quarter and 2023 first three quarters primarily reflected higher profits at many managed hotels.

Owned, Leased, and Other

(in millions)	Three Months Ended				Nine Months Ended			
	September 30, 2023	September 30, 2022	Change 2023 vs. 2022		September 30, 2023	September 30, 2022	Change 2023 vs. 2022	
Owned, leased, and other revenue	\$ 363	\$ 345	\$ 18	5 %	\$ 1,109	\$ 971	\$ 138	14 %
Owned, leased, and other - direct expenses	293	301	(8)	(3)%	861	779	82	11 %
Owned, leased, and other, net	\$ 70	\$ 44	\$ 26	59 %	\$ 248	\$ 192	\$ 56	29 %

Owned, leased, and other revenue, net of direct expenses, increased in the 2023 third quarter primarily due to an estimated monetary payment of \$19 million recorded in the 2022 third quarter related to a portfolio of 12 leased hotels in the U.S. & Canada.

Owned, leased, and other revenue, net of direct expenses, increased in the 2023 first three quarters primarily due to stronger results at our owned and leased properties and an estimated monetary payment of \$31 million recorded in the 2022 first three quarters related to a portfolio of 12 leased hotels in the U.S. & Canada, partially offset by \$29 million of subsidies received for certain of our leased hotels in the 2022 first three quarters under German government COVID-19 assistance programs.

Cost Reimbursements

(in millions)	Three Months Ended				Nine Months Ended			
	September 30, 2023	September 30, 2022	Change 2023 vs. 2022		September 30, 2023	September 30, 2022	Change 2023 vs. 2022	
Cost reimbursement revenue	\$ 4,391	\$ 3,931	\$ 460	12 %	\$ 12,995	\$ 10,997	\$ 1,998	18 %
Reimbursed expenses	4,238	3,786	452	12 %	12,740	10,792	1,948	18 %
Cost reimbursements, net	\$ 153	\$ 145	\$ 8	6 %	\$ 255	\$ 205	\$ 50	24 %

Cost reimbursements, net (cost reimbursement revenue, net of reimbursed expenses) varies due to timing differences between the costs we incur for centralized programs and services and the related reimbursements we receive from hotel owners and franchisees. Over the long term, our centralized programs and services are not designed to impact our economics, either positively or negatively.

The increases in cost reimbursements, net in the 2023 third quarter and 2023 first three quarters primarily reflected Loyalty Program activity, primarily due to higher program revenues, and higher revenues, net of expenses, for our centralized programs and services. The increase in the 2023 first three quarters was partially offset by higher expenses related to our insurance program.

Other Operating Expenses

(in millions)	Three Months Ended				Nine Months Ended			
	September 30, 2023	September 30, 2022	Change 2023 vs. 2022		September 30, 2023	September 30, 2022	Change 2023 vs. 2022	
Depreciation, amortization, and other	\$ 46	\$ 50	\$ (4)	(8)%	\$ 138	\$ 147	\$ (9)	(6)%
General, administrative, and other	239	216	23	11 %	681	655	26	4 %
Merger-related charges and other	13	2	11	550 %	52	11	41	373 %

Merger-related charges and other expenses increased in the 2023 first three quarters primarily due to the Data Security Incident discussed in Note 5.

Non-Operating Income (Expense)

(in millions)	Three Months Ended				Nine Months Ended			
	September 30, 2023	September 30, 2022	Change 2023 vs. 2022		September 30, 2023	September 30, 2022	Change 2023 vs. 2022	
Gains and other income, net	\$ 28	\$ 3	\$ 25	833 %	\$ 33	\$ 9	\$ 24	267 %
Interest expense	(146)	(100)	(46)	(46)%	(412)	(288)	(124)	(43)%
Interest income	7	7	—	— %	21	18	3	17 %
Equity in earnings	1	1	—	— %	9	18	(9)	(50)%

Gains and other income, net increased in the 2023 third quarter and 2023 first three quarters primarily due to a gain on the sale of a hotel in the Caribbean & Latin America region (\$24 million).

Interest expense increased in the 2023 third quarter and 2023 first three quarters primarily due to higher commercial paper borrowings and interest rates (\$23 million and \$57 million, respectively) and higher debt balances driven by Senior Notes issuances, net of maturities (\$19 million and \$48 million, respectively). The increase in the 2023 first three quarters was also due to higher interest rates on floating rate debt, including the effect of interest rate swaps (\$17 million).

Equity in earnings decreased in the 2023 first three quarters primarily due to gains recorded in the prior year on the sale of properties held by equity method investees (\$23 million).

Income Taxes

(in millions)	Three Months Ended				Nine Months Ended			
	September 30, 2023	September 30, 2022	Change 2023 vs. 2022		September 30, 2023	September 30, 2022	Change 2023 vs. 2022	
Provision for income taxes	\$ (237)	\$ (239)	\$ 2	1 %	\$ (562)	\$ (538)	\$ (24)	(4)%

Provision for income taxes decreased by \$2 million in the 2023 third quarter primarily due to the prior year tax expense from the completion of tax audits (\$27 million), partially offset by the increase in operating income (\$23 million).

Provision for income taxes increased by \$24 million in the 2023 first three quarters primarily due to the increase in operating income (\$133 million) and a shift in earnings to jurisdictions with higher tax rates (\$17 million), partially offset by the current year release of tax reserves (\$103 million), which was mostly due to the completion of a prior year tax audit, and the prior year tax expense from the completion of tax audits (\$27 million).

BUSINESS SEGMENTS

Our segment results in the 2023 third quarter and 2023 first three quarters improved compared to the 2022 third quarter and 2022 first three quarters due to the continued recovery in lodging demand from the impacts of COVID-19. The following discussion presents an additional analysis of the operating results of our reportable business segments for the 2023 third quarter compared to the 2022 third quarter and for the 2023 first three quarters compared to the 2022 first three quarters.

(in millions)	Three Months Ended				Nine Months Ended			
	September 30, 2023	September 30, 2022	Change 2023 vs. 2022		September 30, 2023	September 30, 2022	Change 2023 vs. 2022	
U.S. & Canada								
Segment revenues	\$ 4,333	\$ 4,000	\$ 333	8 %	\$ 13,113	\$ 11,388	\$ 1,725	15 %
Segment profit	707	652	55	8 %	2,120	1,833	287	16 %
International								
Segment revenues	1,125	908	217	24 %	3,257	2,458	799	33 %
Segment profit	318	227	91	40 %	865	568	297	52 %

	Properties				Rooms			
	September 30, 2023	September 30, 2022	vs. September 30, 2022		September 30, 2023	September 30, 2022	vs. September 30, 2022	
U.S. & Canada	5,927	5,818	109	2 %	975,391	961,765	13,626	1 %
International	2,654	2,252	402	18 %	582,717	522,884	59,833	11 %

U.S. & Canada

Third Quarter

U.S. & Canada 2023 third quarter segment profit increased primarily due to:

- \$41 million of higher gross fee revenues, primarily reflecting higher comparable systemwide RevPAR driven by increases in both ADR and occupancy, as well as unit growth; and
- \$13 million of higher owned, leased, and other revenue, net of direct expenses, primarily reflecting a \$19 million estimated monetary payment recorded in the 2022 third quarter related to a portfolio of 12 leased hotels in the U.S. & Canada.

First Three Quarters

U.S. & Canada 2023 first three quarters segment profit increased primarily due to:

- \$292 million of higher gross fee revenues, primarily reflecting higher comparable systemwide RevPAR driven by increases in both ADR and occupancy, unit growth, and higher profits at certain managed hotels; and
- \$38 million of higher owned, leased, and other revenue, net of direct expenses, primarily reflecting a \$31 million estimated monetary payment recorded in the 2022 first three quarters related to a portfolio of 12 leased hotels in the U.S. & Canada;

partially offset by:

- \$26 million of lower cost reimbursement revenue, net of reimbursed expenses.

International

Third Quarter

International 2023 third quarter segment profit increased primarily due to:

- \$78 million of higher gross fee revenues, primarily reflecting higher profits at certain managed hotels and higher comparable systemwide RevPAR driven by increases in both ADR and occupancy in nearly all regions; and
- \$25 million of higher gains and other income, net, primarily reflecting a gain on the sale of a hotel property in the Caribbean & Latin America region (\$24 million).

First Three Quarters

International 2023 first three quarters segment profit increased primarily due to:

- \$294 million of higher gross fee revenues, primarily reflecting higher comparable systemwide RevPAR driven by increases in both ADR and occupancy in all regions, higher profits at certain managed hotels, and unit growth, partially offset by net unfavorable foreign exchange rates; and
- \$22 million of higher gains and other income, net, primarily reflecting a gain on the sale of a hotel in the Caribbean & Latin America region (\$24 million);

partially offset by:

- \$28 million of lower cost reimbursement revenue, net of reimbursed expenses; and
- \$2 million of lower owned, leased, and other revenue, net of direct expenses, primarily reflecting subsidies received for certain of our leased hotels in the 2022 first three quarters under German government COVID-19 assistance programs, partially offset by stronger results at our owned and leased properties.

LIQUIDITY AND CAPITAL RESOURCES

Our long-term financial objectives include maintaining diversified financing sources, optimizing the mix and maturity of our long-term debt, and reducing our working capital. At the end of the 2023 third quarter, our long-term debt had a weighted average interest rate of 4.4 percent and a weighted average maturity of approximately 5.2 years. Including the effect of interest rate swaps, the ratio of our fixed-rate long-term debt to our total long-term debt was 0.9 to 1.0 at the end of the 2023 third quarter.

Sources of Liquidity

Our Credit Facility

We are party to a \$4.5 billion multicurrency revolving credit agreement (the “Credit Facility”). Available borrowings under the Credit Facility support our commercial paper program and general corporate needs. Borrowings under the Credit Facility generally bear interest at SOFR (the Secured Overnight Financing Rate) plus a spread based on our public debt rating. We also pay quarterly fees on the Credit Facility at a rate based on our public debt rating. We classify outstanding borrowings under the Credit Facility and outstanding commercial paper borrowings as long-term based on our ability and intent to refinance the outstanding borrowings on a long-term basis. The Credit Facility expires on December 14, 2027.

The Credit Facility contains certain covenants, including a single financial covenant that limits our maximum leverage (consisting of the ratio of Adjusted Total Debt to EBITDA, each as defined in the Credit Facility) to not more than 4.5 to 1.0. Our outstanding public debt does not contain a corresponding financial covenant or a requirement that we maintain certain financial ratios.

We currently satisfy the covenants in our Credit Facility and public debt instruments, including the leverage covenant under the Credit Facility, and do not expect the covenants will restrict our ability to meet our anticipated borrowing and liquidity needs.

We monitor the status of the capital markets and regularly evaluate the effect that changes in capital market conditions may have on our ability to fund our liquidity needs. We believe the Credit Facility, and our access to capital markets, together with cash we expect to generate from operations, remain adequate to meet our liquidity requirements.

Commercial Paper

We issue commercial paper in the U.S. Because we do not have purchase commitments from buyers for our commercial paper, our ability to issue commercial paper is subject to market demand. We do not expect that fluctuations in the demand for commercial paper will affect our liquidity, given our borrowing capacity under the Credit Facility and access to capital markets.

Uses of Cash

Cash, cash equivalents, and restricted cash totaled \$743 million at September 30, 2023, an increase of \$218 million from year-end 2022, primarily due to net cash provided by operating activities (\$2,419 million), Senior Notes issuances, net of repayments (\$1,627 million), net commercial paper borrowings (\$100 million), and the sale of a hotel in the Caribbean & Latin America region (\$61 million), partially offset by share repurchases (\$2,988 million), dividends paid (\$435 million), capital and technology expenditures (\$318 million), financing outflows for

employee stock-based compensation withholding taxes (\$105 million), and the City Express asset acquisition (\$102 million).

Net cash provided by operating activities increased by \$497 million in the 2023 first three quarters compared to the 2022 first three quarters, primarily due to higher net income (adjusted for non-cash items), working capital changes driven by accounts receivable timing, and higher cash generated by our Loyalty Program, partially offset by higher cash paid for income taxes. Cash inflow from our Loyalty Program in 2020 included \$920 million of cash received from the prepayment of certain future revenues under the 2020 amendments to our existing U.S.-issued co-branded credit card agreements, which reduced in both the 2023 first three quarters and 2022 first three quarters, and will in the future reduce, the amount of cash we receive from these card issuers. We expect such reductions to end by year-end 2023.

Our ratio of current assets to current liabilities was 0.5 to 1.0 at the end of the 2023 third quarter. We have significant borrowing capacity under our Credit Facility should we need additional working capital.

Capital Expenditures and Other Investments

We made capital and technology expenditures of \$318 million in the 2023 first three quarters and \$192 million in the 2022 first three quarters. Capital and technology expenditures in the 2023 first three quarters increased by \$126 million compared to the 2022 first three quarters, primarily reflecting higher spending on improvements to our worldwide technology systems, the overwhelming portion of which is expected to be reimbursed over time. We expect capital expenditures and other investments will total approximately \$900 million to \$950 million for the 2023 full year, including capital and technology expenditures, the completed City Express acquisition, loan advances, contract acquisition costs, and other investing activities (including approximately \$200 million for maintenance capital spending).

Share Repurchases and Dividends

We repurchased 4.8 million shares of our common stock for \$950 million in the 2023 third quarter. Year-to-date through October 31, 2023, we repurchased 18.3 million shares for \$3.3 billion. For additional information, see “Issuer Purchases of Equity Securities” in Part II, Item 2.

Our Board of Directors declared the following quarterly cash dividends in 2023 to date: (1) \$0.40 per share declared on February 10, 2023 and paid on March 31, 2023 to stockholders of record on February 24, 2023; (2) \$0.52 per share declared on May 12, 2023 and paid on June 30, 2023 to stockholders of record on May 26, 2023; and (3) \$0.52 per share declared on August 3, 2023 and paid on September 29, 2023 to stockholders of record on August 17, 2023.

We expect to continue to return cash to stockholders through a combination of share repurchases and cash dividends.

Material Cash Requirements

As of the end of the 2023 third quarter, there have been no material changes to our cash requirements as disclosed in our 2022 Form 10-K. See Part II, Item 7, “Management’s Discussion and Analysis of Financial Condition and Results of Operations,” of our 2022 Form 10-K for more information about our cash requirements. Also, see Note 6 for information on our long-term debt.

At September 30, 2023, projected Deemed Repatriation Transition Tax payments under the U.S. tax legislation enacted on December 22, 2017, commonly referred to as the 2017 Tax Cuts and Jobs Act, totaled \$243 million, of which \$108 million is payable within the next 12 months from September 30, 2023.

CRITICAL ACCOUNTING POLICIES AND ESTIMATES

Our preparation of financial statements in accordance with GAAP requires management to make estimates and assumptions that affect reported amounts and related disclosures. We have discussed those policies and estimates that we believe are critical and require the use of complex judgment in their application in our 2022 Form 10-K. We

have made no material changes to our critical accounting policies or the methodologies or assumptions that we apply under them.

Item 3. Quantitative and Qualitative Disclosures About Market Risk

Our exposure to market risk has not materially changed since December 31, 2022. See Part II, Item 7A, “Quantitative and Qualitative Disclosures About Market Risk” in our 2022 Form 10-K for more information on our exposure to market risk.

Item 4. Controls and Procedures

Disclosure Controls and Procedures

We evaluated the effectiveness of our disclosure controls and procedures (as such term is defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934 (the “Exchange Act”)) as of the end of the period covered by this quarterly report under the supervision and with the participation of our management, including our Chief Executive Officer and Chief Financial Officer. Management necessarily applied its judgment in assessing the costs and benefits of those controls and procedures, which by their nature, can provide only reasonable assurance about management’s control objectives. You should note that the design of any system of controls is based in part upon certain assumptions about the likelihood of future events, and we cannot assure you that any design will succeed in achieving its stated goals under all potential future conditions, regardless of how remote. Based upon this evaluation, our Chief Executive Officer and Chief Financial Officer concluded that our disclosure controls and procedures were effective and operating to provide reasonable assurance that we record, process, summarize, and report the information we are required to disclose in the reports that we file or submit under the Exchange Act within the time periods specified in the rules and forms of the SEC, and to provide reasonable assurance that we accumulate and communicate such information to our management, including our Chief Executive Officer and Chief Financial Officer, as appropriate to allow timely decisions about required disclosure.

Changes in Internal Control Over Financial Reporting

We made no changes in internal control over financial reporting during the 2023 third quarter that materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

PART II – OTHER INFORMATION

Item 1. Legal Proceedings

See the information under the “Litigation, Claims, and Government Investigations” caption in Note 5, which we incorporate here by reference. Within this section, we use a threshold of \$1 million in disclosing material environmental proceedings involving a governmental authority, if any.

From time to time, we are also subject to other legal proceedings and claims in the ordinary course of business, including adjustments proposed during governmental examinations of the various tax returns we file. While management presently believes that the ultimate outcome of these other proceedings, individually and in aggregate, will not materially harm our financial position, cash flows, or overall trends in results of operations, legal proceedings are inherently uncertain, and unfavorable rulings could, individually or in aggregate, have a material adverse effect on our business, financial condition, or operating results.

Item 1A. Risk Factors

We are subject to various risks that make an investment in our securities risky. You should carefully consider the risk factors disclosed in Part I, Item 1A, “Risk Factors,” of our 2022 Form 10-K. There are no material changes to the risk factors discussed in our 2022 Form 10-K.

Item 2. Unregistered Sales of Equity Securities, Use of Proceeds, and Issuer Purchases of Equity Securities

(a) Unregistered Sales of Equity Securities

None.

(b) Use of Proceeds

None.

(c) Issuer Purchases of Equity Securities

(in millions, except per share amounts)

Period	Total Number of Shares Purchased	Average Price per Share	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs ⁽¹⁾	Maximum Number of Shares That May Yet Be Purchased Under the Plans or Programs ⁽¹⁾
July 1, 2023 - July 31, 2023	1.6	190.23	1.6	12.0
August 1, 2023 - August 31, 2023	1.6	204.58	1.6	10.4
September 1, 2023 - September 30, 2023	1.6	202.32	1.6	8.8

⁽¹⁾ On November 10, 2022, we announced that our Board of Directors increased our common stock repurchase authorization by 25 million shares. As of September 30, 2023, 8.8 million shares remained available for repurchase under Board approved authorizations. We may repurchase shares in the open market or in privately negotiated transactions, and we account for these shares as treasury stock.

Item 5. Other Information

During the 2023 third quarter, no director or Section 16 officer adopted or terminated any Rule 10b5-1 plans or non-Rule 10b5-1 trading arrangements.

Item 6. Exhibits

We have not filed as exhibits certain instruments defining the rights of holders of the long-term debt of Marriott pursuant to Item 601(b)(4)(iii) of Regulation S-K promulgated under the Exchange Act, because the amount of debt authorized and outstanding under each such instrument does not exceed 10 percent of the total assets of the Company and its consolidated subsidiaries. The Company agrees to furnish a copy of any such instrument to the Commission upon request.

Exhibit No.	Description	Incorporation by Reference (where a report is indicated below, that document has been previously filed with the SEC and the applicable exhibit is incorporated by reference thereto)
3.1	Restated Certificate of Incorporation.	Exhibit No. 3.(i) to our Form 8-K filed August 22, 2006 (File No. 001-13881).
3.2	Amended and Restated Bylaws.	Exhibit No. 3.1 to our Form 8-K filed August 4, 2023 (File No. 001-13881).
10.1	Second Amended and Restated Aircraft Time Sharing Agreement, effective as of September 14, 2023, between Marriott International Administrative Services, Inc. and J. Willard Marriott, Jr.	Filed with this report.
*10.2	Amended and Restated Aircraft Time Sharing Agreement, effective as of September 14, 2023, between Marriott International Administrative Services, Inc. and Anthony Capuano.	Filed with this report.
31.1	Certification of Chief Executive Officer Pursuant to Rule 13a-14(a).	Filed with this report.
31.2	Certification of Chief Financial Officer Pursuant to Rule 13a-14(a).	Filed with this report.
32	Section 1350 Certifications.	Furnished with this report.
101	The following financial statements from Marriott International, Inc.'s Quarterly Report on Form 10-Q for the quarter ended September 30, 2023, formatted in Inline XBRL: (i) the Condensed Consolidated Statements of Income; (ii) the Condensed Consolidated Statements of Comprehensive Income; (iii) the Condensed Consolidated Balance Sheets; and (iv) the Condensed Consolidated Statements of Cash Flows.	<i>Submitted electronically with this report.</i>
101.INS	XBRL Instance Document - the instance document does not appear in the interactive data file because its XBRL tags are embedded within the Inline XBRL document.	<i>Submitted electronically with this report.</i>
101.SCH	XBRL Taxonomy Extension Schema Document.	<i>Submitted electronically with this report.</i>
101.CAL	XBRL Taxonomy Calculation Linkbase Document.	<i>Submitted electronically with this report.</i>
101.DEF	XBRL Taxonomy Extension Definition Linkbase Document.	<i>Submitted electronically with this report.</i>
101.LAB	XBRL Taxonomy Label Linkbase Document.	<i>Submitted electronically with this report.</i>
101.PRE	XBRL Taxonomy Presentation Linkbase Document.	<i>Submitted electronically with this report.</i>
104	The cover page from Marriott International, Inc.'s Quarterly Report on Form 10-Q for the quarter ended September 30, 2023, formatted in Inline XBRL (included as Exhibit 101).	<i>Submitted electronically with this report.</i>

* Denotes management contract or compensatory plan.

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 thereunto duly authorized.

MARRIOTT INTERNATIONAL, INC.
November 2, 2023

/s/ Felitia O. Lee

Felitia O. Lee
Controller and Chief Accounting Officer
(Duly Authorized Officer)

**SECOND AMENDED AND RESTATED
AIRCRAFT TIME SHARING AGREEMENT**

This **SECOND AMENDED AND RESTATED AIRCRAFT TIME SHARING AGREEMENT** (this “Agreement”) is made effective as of September 14, 2023 (the “Effective Date”), by and between Marriott International Administrative Services, Inc. (“Operator”), a corporation organized and existing under the laws of Delaware and a subsidiary of Marriott International, Inc. (“Marriott”), and J. Willard Marriott Jr., an individual (“Lessee”), who together are sometimes also referred to herein individually as a “Party” or collectively as “Parties.”

RECITALS

WHEREAS, the Parties entered into that certain Aircraft Time Sharing Agreement, dated September 20, 2018 (the “Original Time Sharing Agreement”);

WHEREAS, on May 6, 2022, the Parties entered into an Amended and Restated Aircraft Time Sharing Agreement (the “2022 Agreement”), pursuant to which the Parties updated certain provisions due to Lessee’s retirement from Marriott on such date and transition to a lifetime honorary role of Chairman Emeritus of Marriott;

WHEREAS, the Parties wish to make certain further updates to the 2022 Agreement, including regarding the covered aircraft;

WHEREAS, the Parties wish to amend and restate the 2022 Agreement in its entirety with this Agreement, which Agreement terms shall be deemed effective as of the Effective Date;

WHEREAS, Operator is the owner or lessee in lawful possession of the aircraft listed on Schedule A hereto, including all loose equipment, systems, all appliances, parts, instruments, appurtenances, avionics, accessories and equipment (including, without limitation, communication and radar equipment) now or hereafter installed in or attached to such aircraft, and all substitutions, replacements, and renewals and all other property that shall hereafter become physically incorporated or installed in or attached to such aircraft listed on Schedule A hereto, which Schedule A may be updated from time to time to reflect changes to the available aircraft owned or leased by Operator (the “Aircraft”);

WHEREAS, Operator contracts for a fully qualified and credentialed flight crew to operate the Aircraft; and

WHEREAS, Lessee desires from time to time to lease one or both of the Aircraft with flight crew from Operator on a non-exclusive “time-sharing” basis, as defined in Section 91.501(c)(1) of the Federal Aviation Regulations (“FAR”).

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, Operator and Lessee agree as follows:

- 1. TERM.** This Agreement shall commence on and be and continue in effect for a period of one (1) year from the Effective Date of this Agreement, and thereafter shall be automatically renewed for successive periods of one (1) year, unless terminated as provided in Section 15.
- 2. LEASE OF AIRCRAFT.** Operator agrees to lease the Aircraft to Lessee on a non-exclusive basis from time-to-time and subject to availability pursuant to the provisions of FAR 91.501(b)(6), 91.501(c)(1)

and 91.501(d), and to provide, at its sole cost and expense, a fully qualified flight crew for all operations under this Agreement. Operator has contracted with an aviation management company to support Operator's aircraft operations, including, but not limited to, providing fully qualified flight crew and maintenance support.

3. REIMBURSEMENT OF EXPENSES. Lessee shall reimburse Operator for each flight conducted under this Agreement an amount equal to the following direct operating expenses, which in no event shall exceed the amount authorized to be reimbursed by FAR 91.501(d):

- (a) Fuel, oil, lubricants, and other additives;
- (b) Travel expenses of the crew, including food, lodging and ground transportation;
- (c) Hangar and tie down costs away from the Aircraft's base of operation;
- (d) Insurance obtained for the specific flight;
- (e) Landing fees, airport taxes and similar assessments;
- (f) Customs, foreign permit, and similar fees directly related to the flight;
- (g) In-flight food and beverages;
- (h) Passenger ground transportation;
- (i) Flight planning and weather contract services; and
- (j) An additional charge for other flight-specific costs in the amount of 100% of the expenses listed in item (a) of this section.

4. INVOICING FOR FLIGHTS. Operator shall pay all expenses related to the operation of the Aircraft in the ordinary course of business, and shall provide an invoice to Lessee by the fifteenth (15th) day of the month following the month in which any flight or flights for the account of Lessee occur. The invoice shall set forth the cost of each flight taken by Lessee, and shall be in the form provided by Operator. Lessee shall pay Operator for the total expenses set forth on each such invoice within thirty (30) days of receipt of such invoice.

5. TAXES. None of the payments to be made by Lessee under Section 3 of this Agreement includes, and Lessee shall be responsible for and shall indemnify and hold harmless Operator against, any taxes that may be assessed or levied by any taxing authority as a result of the lease of the Aircraft to Lessee, the use of the Aircraft by Lessee or the provision of taxable transportation to Lessee using the Aircraft. Without limiting the generality of the foregoing, the Parties acknowledge that reimbursement of all items specified in Section 3, except for subsections (g) and (h) thereof, are subject to the federal excise tax, and Lessee shall pay to Operator (for payment to the appropriate governmental agency) any such taxes applicable to flights of the Aircraft conducted hereunder. The amount due for taxes shall be included on the invoices submitted to Lessee.

6. FLIGHT REQUESTS. Lessee will provide Operator with requests for flight time and proposed flight schedules as far in advance of any given flight as is reasonably possible. Requests for flight time shall be in a form, whether written or oral, mutually convenient to, and agreed upon by the Parties. In addition to the proposed schedules and flight times, Lessee shall provide Operator the following information for each proposed flight prior to scheduled departure:

- (a) proposed departure point;

- (b) destination;
- (c) date and time of flight;
- (d) the number of anticipated passengers and their names;
- (e) the nature and extent of luggage and/or cargo to be carried;
- (f) the date and time of return flight, if any;
- (g) for international trips, passport information and Customs-required information for all passengers; and
- (h) any other information concerning the proposed flight that may be pertinent or required by Operator or Operator's flight crew for security or other purposes.

7. SCHEDULING FLIGHTS. Lessee rights to schedule the use of the Aircraft shall at all times be subordinate to business use requirements of Operator, and Operator shall have final authority over the scheduling of the Aircraft, *provided, however*, that Operator will use its best efforts to provide the aircraft requested and otherwise accommodate Lessee's needs and to avoid conflicts in scheduling. Positioning flights to other locations, and/or repositioning flights back to the Aircraft's base of operation shall be flights for Lessee, reimbursable under Section 3.

8. MAINTENANCE OF AIRCRAFT. As between Operator and Lessee, Operator shall be solely responsible for securing maintenance, preventive maintenance and all required or otherwise necessary inspections on the Aircraft, and shall take such requirements into account in scheduling the Aircraft. No period of maintenance, preventative maintenance or inspection shall be delayed or postponed for the purpose of scheduling the Aircraft, unless said maintenance or inspection can be safely conducted at a later time in compliance with all applicable laws and regulations, and within the sound discretion of the pilot in command. The pilot in command shall have final and complete authority to cancel any flight for any reason or condition that in his or her judgment would compromise the safety of the flight.

9. OPERATIONAL CONTROL. "Operational Control," as defined in 14 C.F.R. Paragraph 1.1 and for the purposes of this Agreement with respect to a flight, means the exclusive exercise of authority over initiating, conducting, or terminating a flight. Operator shall have complete and exclusive operational control of the Aircraft, which shall include, without limitation, providing the flight crew, selecting the pilot in command, and all other physical and technical operations of the Aircraft. Nothing in this Agreement is intended or shall be construed so as to convey to Lessee any operational control over, or possession, command and control of, the Aircraft, all of which are expressly retained by Operator.

10. FLIGHT CREW. Operator shall employ or contract with others to employ, pay for and provide to Lessee a qualified and credentialed flight crew for each flight undertaken under this Agreement.

11. SAFETY OF FLIGHTS. In accordance with applicable FAR, the qualified flight crew provided by Operator will exercise all of its duties and responsibilities in regard to the safety of each flight conducted hereunder. Lessee specifically agrees that the flight crew, in its sole discretion, may terminate any flight, refuse to commence any flight, or take other action that in the considered judgment of the pilot in command is necessitated by considerations of safety. No such action of the pilot in command shall create or support any liability for loss, injury, damage or delay to Lessee or any other person. The Parties further agree that Operator shall not be liable for delay or failure to furnish the Aircraft and flight crew pursuant to this Agreement, when such failure is caused by government regulation or authority, mechanical difficulty, war, civil commotion, strikes or labor disputes, weather conditions, or acts of God.

12. INSURANCE.

12.1 Insurance Coverage. Operator hereby agrees to arrange for and maintain at all time during the term of this Agreement at no expense to Lessee (a) aircraft liability insurance for the Aircraft in the form and substance and with such insurers as is customary for corporate aircraft of the type similar to the Aircraft, and (b) aircraft hull insurance for the Aircraft with limits of not less than the then current fair market value of the Aircraft.

12.2 Additional Terms of Insurance. Any policies of insurance carried in accordance with this Agreement and any policies taken out in substitution or replacement of any such policies shall: (a) name Lessee as an additional insured; (b) include a severability of interest clause providing that such policy shall operate in the same manner as if there were a separate policy covering each insured; (c) shall be primary, without right of contribution from any other insurance maintained by Lessee; and (d) with respect to hull physical damage, waive any right of set off or subrogation against Lessee.

12.3 Deductible. Any Insurance Policy carried by Operator in accordance with this Section may be subject to a deductible amount. Operator warrants and agrees that in the event of an insurable claim, Operator will bear the costs of the deductible amount.

12.4 Certificate of Insurance. Upon request, Operator shall deliver to Lessee a certificate of insurance evidencing the insurance required to be maintained by Operator under this Section.

12.5. Additional Insurance. Operator will provide such additional insurance coverage as Lessee shall reasonably request or require, *provided, however*, that the cost of such additional insurance, if any, shall be borne by Lessee as set forth in Section 3(d) hereof.

13. REPRESENTATIONS OF LESSEE. Lessee represents and warrants that: (a) he will use the Aircraft for his own account, including the carriage of his guests, and will not use the Aircraft for the purpose of providing transportation of passengers or cargo in air commerce for compensation or hire; (b) he shall not permit any lien, security interest or other encumbrance in connection with inspection, preventative maintenance, maintenance or storage of the Aircraft, whether permissible or impermissible under this Agreement, nor shall there be any attempt by any Party hereto to convey, mortgage, assign, lease or any way alienate the Aircraft or create any kind of lien or security interest involving the Aircraft, or do anything or take any action that might mature into such a lien; and (c) during the term of this Agreement, he will abide by and conform to all such laws, governmental and airport orders, rules and regulations, as shall from time to time be in effect relating in any way to the operation and use of the Aircraft by a time-sharing Lessee.

14. DISCLAIMER OF WARRANTIES, LIMITATION OF LIABILITY.

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, OPERATOR HAS MADE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE AIRCRAFT, INCLUDING ANY WITH RESPECT TO DESIGN, CONDITION, QUALITY OF MATERIALS AND WORKMANSHIP, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, AIRWORTHINESS OR SAFETY. EACH PARTY AGREES THAT (a) THE PROCEEDS OF INSURANCE TO WHICH IT IS ENTITLED, AND (b) ITS RIGHT TO DIRECT DAMAGES ARISING IN CONTRACT FROM A MATERIAL BREACH OF THE OTHER PARTY'S OBLIGATIONS UNDER THIS AGREEMENT ARE THE SOLE REMEDIES FOR ANY DAMAGE, LOSS, OR EXPENSE ARISING OUT OF THIS AGREEMENT OR THE SERVICES PROVIDED HEREUNDER OR CONTEMPLATED HEREBY. EXCEPT AS SET FORTH IN THIS SECTION, EACH PARTY WAIVES ANY RIGHT TO RECOVER ANY DAMAGE, LOSS, OR EXPENSE ARISING OUT OF THIS AGREEMENT OR THE SERVICES PROVIDED HEREUNDER OR

CONTEMPLATED HEREBY. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR OR HAVE ANY DUTY FOR INDEMNIFICATION OR CONTRIBUTION TO THE OTHER PARTY FOR ANY CLAIMED INDIRECT, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR FOR ANY DAMAGES CONSISTING OF DAMAGES FOR LOSS OF USE OR DEPRECIATION OF VALUE OF THE AIRCRAFT, LOSS OF PROFIT OR INSURANCE DEDUCTIBLE.

OPERATOR SHALL NOT BE LIABLE TO LESSEE FOR DELAY OR FAILURE TO PROVIDE THE AIRCRAFT AND FLIGHT CREW FOR ANY FLIGHTS.

This Section 14 shall survive termination of this Agreement.

15. TERMINATION. This Agreement may be terminated by either Party (a) upon at least thirty (30) days' prior written notice of termination given by one Party to the other, which may be given for any reason or no reason, and (b) immediately in order to comply with any change in law, regulation or exemption relating to the subject matter hereof. This Agreement shall automatically terminate on the date (a) of Lessee's death or (b) that Operator no longer owns or leases, or has Operational Control of, the Aircraft.

16. MISCELLANEOUS

16.1 Confidentiality. The Parties agree (on behalf of themselves and each of their respective affiliates, directors, officers, employees and representatives) to keep confidential, the terms of this Agreement and any non-public information supplied to it by another Party pursuant to this Agreement, provided that nothing herein shall limit the disclosure of any such information (a) to the extent required by statute, rule, regulation or judicial process; (b) to counsel for any Party; (c) to examiners, auditors or accountants of any Party; (d) in connection with any litigation to which any Party is a party relating to this Agreement; (e) which has been publicly disclosed; or (f) to any assignee (or prospective assignee) so long as such assignee (or prospective assignee) has agreed in writing to be bound by the provisions of this Section.

16.2 Entire Agreement. This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the Parties pertaining to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings of the Parties.

16.3 Severability. If any provision of this Agreement is found to be prohibited or unenforceable in any jurisdiction, such provision shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof. Any such prohibition or unenforceability in one jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by applicable law, each Party hereto hereby waives any provision of law that renders any provision hereof prohibited or unenforceable in any respect.

16.4 Amendments and Modifications. The terms of this Agreement shall not be waived, varied, contradicted, explained, amended or changed in any other manner except by an instrument in writing, executed by both Parties.

16.5 Choice of Law/Jurisdiction. This Agreement shall in all respects be governed by, and construed in accordance with, the laws of the State of Maryland (disregarding any conflict of laws rule which might result in the application of the laws of any other jurisdiction), including all matters of construction, validity, and performance. The exclusive jurisdiction for any disputes arising out of this Agreement shall be a State or Federal Court in the State of Maryland.

16.6 Execution. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument. Signatures conveyed via facsimile or by electronic mail shall have the same force and effect as original signatures.

17. TRUTH IN LEASING STATEMENT.

17.1 TRUTH-IN-LEASING COMPLIANCE. PURSUANT TO FAR SECTION 91.23:

- (a) A COPY OF THIS AGREEMENT SHALL BE CARRIED ABOARD THE AIRCRAFT;
- (b) A COPY OF THIS AGREEMENT WILL BE FILED WITH THE FEDERAL AVIATION ADMINISTRATION'S AIRCRAFT REGISTRATION BRANCH WITHIN TWENTY-FOUR (24) HOURS OF EXECUTION; AND
- (c) THE RESPONSIBLE FLIGHT STANDARDS OFFICE WILL BE NOTIFIED AT LEAST FORTY-EIGHT (48) HOURS PRIOR TO THE FIRST (1st) FLIGHT OF ANY AIRCRAFT UNDER THIS AGREEMENT OF THE REGISTRATION NUMBER OF THE AIRCRAFT, THE LOCATION OF THE AIRPORT OF DEPARTURE, AND THE DEPARTURE TIME.

17.2 TRUTH-IN-LEASING STATEMENT. IN ACCORDANCE WITH FAR SECTION 91.23:

- (a) THE AIRCRAFT HAS BEEN MAINTAINED AND INSPECTED UNDER FAR PART 91 AND/OR PART 135 DURING THE TWELVE (12)-MONTH PERIOD PRECEDING THE DATE OF EXECUTION OF THIS AGREEMENT.
- (b) THE AIRCRAFT WILL BE MAINTAINED AND INSPECTED IN COMPLIANCE WITH THE MAINTENANCE AND INSPECTION REQUIREMENTS OF FAR PART 91 AND/OR PART 135 FOR OPERATIONS TO BE CONDUCTED UNDER THIS AGREEMENT.
- (c) DURING THE DURATION OF THIS AGREEMENT, OPERATOR IS CONSIDERED RESPONSIBLE FOR OPERATIONAL CONTROL OF ALL AIRCRAFT IDENTIFIED AND TO BE OPERATED UNDER THIS AGREEMENT.
- (d) AN EXPLANATION OF THE FACTORS BEARING ON OPERATIONAL CONTROL AND THE PERTINENT FEDERAL AVIATION REGULATIONS CAN BE OBTAINED FROM THE RESPONSIBLE FLIGHT STANDARDS OFFICE.
- (e) THE UNDERSIGNED OPERATOR CERTIFIES THAT OPERATOR IS RESPONSIBLE FOR OPERATIONAL CONTROL OF THE AIRCRAFT AND UNDERSTANDS ITS RESPONSIBILITIES FOR COMPLIANCE WITH APPLICABLE FEDERAL AVIATION REGULATIONS.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

OPERATOR:

LESSEE:

**MARRIOTT INTERNATIONAL ADMINISTRATIVE SERVICES,
INC.**

J. WILLARD MARRIOTT, JR.

By: /s/ Jennifer Mason
Name: Jennifer Mason
Title: Global Officer, Treasurer and Risk Management

By: /s/ J. Willard Marriott, Jr.

Signature Page
TIME SHARING AGREEMENT

AMENDED AND RESTATED

AIRCRAFT TIME SHARING AGREEMENT

THIS AMENDED AND RESTATED AIRCRAFT TIME SHARING AGREEMENT (this “Agreement”) is made effective as of September 14, 2023 (the “Effective Date”), by and between Marriott International Administrative Services, Inc. (“Operator”), a corporation organized and existing under the laws of Delaware and a subsidiary of Marriott International, Inc. (“Marriott”), and Anthony Capuano, an individual (“Lessee”), who together are sometimes also referred to herein individually as a “Party” or collectively as “Parties.”

RECITALS

WHEREAS, on May 3, 2022, the Parties entered into that certain Aircraft Time Sharing Agreement (the “Original Time Sharing Agreement”);

WHEREAS, the Parties wish to make certain updates to the Original Time Sharing Agreement, including regarding the covered aircraft, and therefore wish to amend and restate the Original Time Sharing Agreement in its entirety with this Agreement, which Agreement shall be deemed effective as of the Effective Date;

WHEREAS, Operator is the owner or lessee in lawful possession of the aircraft listed on Schedule A hereto, including all loose equipment, systems, all appliances, parts, instruments, appurtenances, avionics, accessories and equipment (including, without limitation, communication and radar equipment) now or hereafter installed in or attached to such aircraft, and all substitutions, replacements, and renewals and all other property that shall hereafter become physically incorporated or installed in or attached to such aircraft listed on Schedule A hereto, which Schedule A may be updated from time to time to reflect changes to the available aircraft owned or leased by Operator (the “Aircraft”);

WHEREAS, Operator contracts for a fully qualified and credentialed flight crew to operate the Aircraft; and

WHEREAS, Lessee desires from time to time to lease one or both of the Aircraft with flight crew from Operator on a non-exclusive “time-sharing” basis, as defined in Section 91.501(c)(1) of the Federal Aviation Regulations (“FAR”).

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, Operator and Lessee agree as follows:

1. TERM. This Agreement shall commence on and be and continue in effect for a period of one (1) year from the Effective Date of this Agreement, and thereafter shall be automatically renewed for successive periods of one (1) year, unless terminated as provided in Section 15.

2. LEASE OF AIRCRAFT. Operator agrees to lease the Aircraft to Lessee on a non-exclusive basis from time-to-time and subject to availability pursuant to the provisions of FAR 91.501(b)(6), 91.501(c)(1) and 91.501(d), and to provide, at its sole cost and expense, a fully qualified flight crew for all operations under this Agreement. Operator has contracted with an aviation management company to support Operator’s aircraft operations, including, but not limited to, providing fully qualified flight crew and maintenance support.

3. REIMBURSEMENT OF EXPENSES. Lessee shall reimburse Operator for each flight conducted under this Agreement an amount equal to the following direct operating expenses, which in no event shall exceed the amount authorized to be reimbursed by FAR 91.501(d):

- (a) Fuel, oil, lubricants, and other additives;
- (b) Travel expenses of the crew, including food, lodging and ground transportation;
- (c) Hangar and tie down costs away from the Aircraft's base of operation;
- (d) Insurance obtained for the specific flight;
- (e) Landing fees, airport taxes and similar assessments;
- (f) Customs, foreign permit, and similar fees directly related to the flight;
- (g) In-flight food and beverages;
- (h) Passenger ground transportation;
- (i) Flight planning and weather contract services; and
- (j) An additional charge for other flight-specific costs in the amount of 100% of the expenses listed in item (a) of this section.

4. INVOICING FOR FLIGHTS. Operator shall pay all expenses related to the operation of the Aircraft in the ordinary course of business, and shall provide an invoice to Lessee by the fifteenth (15th) day of the month following the month in which any flight or flights for the account of Lessee occur. The invoice shall set forth the cost of each flight taken by Lessee, and shall be in the form provided by Operator. Lessee shall pay Operator for the total expenses set forth on each such invoice within thirty (30) days of receipt of such invoice.

5. TAXES. None of the payments to be made by Lessee under Section 3 of this Agreement includes, and Lessee shall be responsible for and shall indemnify and hold harmless Operator against, any taxes that may be assessed or levied by any taxing authority as a result of the lease of the Aircraft to Lessee, the use of the Aircraft by Lessee or the provision of taxable transportation to Lessee using the Aircraft. Without limiting the generality of the foregoing, the Parties acknowledge that reimbursement of all items specified in Section 3, except for subsections (g) and (h) thereof, are subject to the federal excise tax, and Lessee shall pay to Operator (for payment to the appropriate governmental agency) any such taxes applicable to flights of the Aircraft conducted hereunder. The amount due for taxes shall be included on the invoices submitted to Lessee.

6. FLIGHT REQUESTS. Lessee will provide Operator with requests for flight time and proposed flight schedules as far in advance of any given flight as is reasonably possible. Requests for flight time shall be in a form, whether written or oral, mutually convenient to, and agreed upon by the Parties. In addition to the proposed schedules and flight times, Lessee shall provide Operator the following information for each proposed flight prior to scheduled departure:

- (a) proposed departure point;
- (b) destination;
- (c) date and time of flight;
- (d) the number of anticipated passengers and their names;

- (e) the nature and extent of luggage and/or cargo to be carried;
- (f) the date and time of return flight, if any;
- (g) for international trips, passport information and Customs-required information for all passengers; and
- (h) any other information concerning the proposed flight that may be pertinent or required by Operator or Operator's flight crew for security or other purposes.

7. SCHEDULING FLIGHTS. Lessee rights to schedule the use of the Aircraft shall at all times be subordinate to business use requirements of Operator, and Operator shall have final authority over the scheduling of the Aircraft, *provided, however*, that Operator will use its best efforts to provide the aircraft requested and otherwise accommodate Lessee's needs and to avoid conflicts in scheduling. Positioning flights to other locations, and/or repositioning flights back to the Aircraft's base of operation shall be flights for Lessee, reimbursable under Section 3.

8. MAINTENANCE OF AIRCRAFT. As between Operator and Lessee, Operator shall be solely responsible for securing maintenance, preventive maintenance and all required or otherwise necessary inspections on the Aircraft, and shall take such requirements into account in scheduling the Aircraft. No period of maintenance, preventative maintenance or inspection shall be delayed or postponed for the purpose of scheduling the Aircraft, unless said maintenance or inspection can be safely conducted at a later time in compliance with all applicable laws and regulations, and within the sound discretion of the pilot in command. The pilot in command shall have final and complete authority to cancel any flight for any reason or condition that in his or her judgment would compromise the safety of the flight.

9. OPERATIONAL CONTROL. "Operational Control," as defined in 14 C.F.R. Paragraph 1.1 and for the purposes of this Agreement with respect to a flight, means the exclusive exercise of authority over initiating, conducting, or terminating a flight. Operator shall have complete and exclusive operational control of the Aircraft, which shall include, without limitation, providing the flight crew, selecting the pilot in command, and all other physical and technical operations of the Aircraft. Nothing in this Agreement is intended or shall be construed so as to convey to Lessee any operational control over, or possession, command and control of, the Aircraft, all of which are expressly retained by Operator.

10. FLIGHT CREW. Operator shall employ or contract with others to employ, pay for and provide to Lessee a qualified and credentialed flight crew for each flight undertaken under this Agreement.

11. SAFETY OF FLIGHTS. In accordance with applicable FAR, the qualified flight crew provided by Operator will exercise all of its duties and responsibilities in regard to the safety of each flight conducted hereunder. Lessee specifically agrees that the flight crew, in its sole discretion, may terminate any flight, refuse to commence any flight, or take other action that in the considered judgment of the pilot in command is necessitated by considerations of safety. No such action of the pilot in command shall create or support any liability for loss, injury, damage or delay to Lessee or any other person. The Parties further agree that Operator shall not be liable for delay or failure to furnish the Aircraft and flight crew pursuant to this Agreement, when such failure is caused by government regulation or authority, mechanical difficulty, war, civil commotion, strikes or labor disputes, weather conditions, or acts of God.

12. INSURANCE.

12.1 Insurance Coverage. Operator hereby agrees to arrange for and maintain at all time during the term of this Agreement at no expense to Lessee (a) aircraft liability insurance for the Aircraft in the form and substance and with such insurers as is customary for corporate aircraft of the type similar to the

Aircraft, and (b) aircraft hull insurance for the Aircraft with limits of not less than the then current fair market value of the Aircraft.

12.2 Additional Terms of Insurance. Any policies of insurance carried in accordance with this Agreement and any policies taken out in substitution or replacement of any such policies shall: (a) name Lessee as an additional insured; (b) include a severability of interest clause providing that such policy shall operate in the same manner as if there were a separate policy covering each insured; (c) shall be primary, without right of contribution from any other insurance maintained by Lessee; and (d) with respect to hull physical damage, waive any right of set off or subrogation against Lessee.

12.3 Deductible. Any Insurance Policy carried by Operator in accordance with this Section may be subject to a deductible amount. Operator warrants and agrees that in the event of an insurable claim, Operator will bear the costs of the deductible amount.

12.4 Certificate of Insurance. Upon request, Operator shall deliver to Lessee a certificate of insurance evidencing the insurance required to be maintained by Operator under this Section.

12.5. Additional Insurance. Operator will provide such additional insurance coverage as Lessee shall reasonably request or require, *provided, however*, that the cost of such additional insurance, if any, shall be borne by Lessee as set forth in Section 3(d) hereof.

13. REPRESENTATIONS OF LESSEE. Lessee represents and warrants that: (a) he will use the Aircraft for his own account, including the carriage of his guests, and will not use the Aircraft for the purpose of providing transportation of passengers or cargo in air commerce for compensation or hire; (b) he shall not permit any lien, security interest or other encumbrance in connection with inspection, preventative maintenance, maintenance or storage of the Aircraft, whether permissible or impermissible under this Agreement, nor shall there be any attempt by any Party hereto to convey, mortgage, assign, lease or any way alienate the Aircraft or create any kind of lien or security interest involving the Aircraft, or do anything or take any action that might mature into such a lien; and (c) during the term of this Agreement, he will abide by and conform to all such laws, governmental and airport orders, rules and regulations, as shall from time to time be in effect relating in any way to the operation and use of the Aircraft by a time-sharing Lessee.

14. DISCLAIMER OF WARRANTIES, LIMITATION OF LIABILITY.

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, OPERATOR HAS MADE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE AIRCRAFT, INCLUDING ANY WITH RESPECT TO DESIGN, CONDITION, QUALITY OF MATERIALS AND WORKMANSHIP, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, AIRWORTHINESS OR SAFETY. EACH PARTY AGREES THAT (a) THE PROCEEDS OF INSURANCE TO WHICH IT IS ENTITLED, AND (b) ITS RIGHT TO DIRECT DAMAGES ARISING IN CONTRACT FROM A MATERIAL BREACH OF THE OTHER PARTY'S OBLIGATIONS UNDER THIS AGREEMENT ARE THE SOLE REMEDIES FOR ANY DAMAGE, LOSS, OR EXPENSE ARISING OUT OF THIS AGREEMENT OR THE SERVICES PROVIDED HEREUNDER OR CONTEMPLATED HEREBY. EXCEPT AS SET FORTH IN THIS SECTION, EACH PARTY WAIVES ANY RIGHT TO RECOVER ANY DAMAGE, LOSS, OR EXPENSE ARISING OUT OF THIS AGREEMENT OR THE SERVICES PROVIDED HEREUNDER OR CONTEMPLATED HEREBY. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR OR HAVE ANY DUTY FOR INDEMNIFICATION OR CONTRIBUTION TO THE OTHER PARTY FOR ANY CLAIMED INDIRECT, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR FOR ANY DAMAGES CONSISTING OF DAMAGES FOR LOSS OF USE OR DEPRECIATION OF VALUE OF THE AIRCRAFT, LOSS OF PROFIT OR INSURANCE DEDUCTIBLE.

OPERATOR SHALL NOT BE LIABLE TO LESSEE FOR DELAY OR FAILURE TO PROVIDE THE AIRCRAFT AND FLIGHT CREW FOR ANY FLIGHTS.

This Section 14 shall survive termination of this Agreement.

15. TERMINATION. This Agreement may be terminated by either Party (a) upon at least thirty (30) days' prior written notice of termination given by one Party to the other, which may be given for any reason or no reason, and (b) immediately in order to comply with any change in law, regulation or exemption relating to the subject matter hereof. This Agreement shall automatically terminate on the date that (a) Lessee ceases to be in the service of Marriott or any of its affiliates as an employee or director or (b) Operator no longer owns or leases, or has Operational Control of, the Aircraft.

16. MISCELLANEOUS

16.1 Confidentiality. The Parties agree (on behalf of themselves and each of their respective affiliates, directors, officers, employees and representatives) to keep confidential, the terms of this Agreement and any non-public information supplied to it by another Party pursuant to this Agreement, provided that nothing herein shall limit the disclosure of any such information (a) to the extent required by statute, rule, regulation or judicial process; (b) to counsel for any Party; (c) to examiners, auditors or accountants of any Party; (d) in connection with any litigation to which any Party is a party relating to this Agreement; (e) which has been publicly disclosed; or (f) to any assignee (or prospective assignee) so long as such assignee (or prospective assignee) has agreed in writing to be bound by the provisions of this Section.

16.2 Entire Agreement. This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the Parties pertaining to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings of the Parties.

16.3 Severability. If any provision of this Agreement is found to be prohibited or unenforceable in any jurisdiction, such provision shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof. Any such prohibition or unenforceability in one jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by applicable law, each Party hereto hereby waives any provision of law that renders any provision hereof prohibited or unenforceable in any respect.

16.4 Amendments and Modifications. The terms of this Agreement shall not be waived, varied, contradicted, explained, amended or changed in any other manner except by an instrument in writing, executed by both Parties.

16.5 Choice of Law/Jurisdiction. This Agreement shall in all respects be governed by, and construed in accordance with, the laws of the State of Maryland (disregarding any conflict of laws rule which might result in the application of the laws of any other jurisdiction), including all matters of construction, validity, and performance. The exclusive jurisdiction for any disputes arising out of this Agreement shall be a State or Federal Court in the State of Maryland.

16.6 Execution. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument. Signatures conveyed via facsimile or by electronic mail shall have the same force and effect as original signatures.

17. TRUTH IN LEASING STATEMENT.

17.1 TRUTH-IN-LEASING COMPLIANCE. PURSUANT TO FAR SECTION 91.23:

- (a) A COPY OF THIS AGREEMENT SHALL BE CARRIED ABOARD THE AIRCRAFT;
- (b) A COPY OF THIS AGREEMENT WILL BE FILED WITH THE FEDERAL AVIATION ADMINISTRATION'S AIRCRAFT REGISTRATION BRANCH WITHIN TWENTY-FOUR (24) HOURS OF EXECUTION; AND
- (c) THE RESPONSIBLE FLIGHT STANDARDS OFFICE WILL BE NOTIFIED AT LEAST FORTY-EIGHT (48) HOURS PRIOR TO THE FIRST (1st) FLIGHT OF ANY AIRCRAFT UNDER THIS AGREEMENT OF THE REGISTRATION NUMBER OF THE AIRCRAFT, THE LOCATION OF THE AIRPORT OF DEPARTURE, AND THE DEPARTURE TIME.

17.2 TRUTH-IN-LEASING STATEMENT. IN ACCORDANCE WITH FAR SECTION 91.23:

- (a) THE AIRCRAFT HAS BEEN MAINTAINED AND INSPECTED UNDER FAR PART 91 AND/OR PART 135 DURING THE TWELVE (12)-MONTH PERIOD PRECEDING THE DATE OF EXECUTION OF THIS AGREEMENT.
- (b) THE AIRCRAFT WILL BE MAINTAINED AND INSPECTED IN COMPLIANCE WITH THE MAINTENANCE AND INSPECTION REQUIREMENTS OF FAR PART 91 AND/OR PART 135 FOR OPERATIONS TO BE CONDUCTED UNDER THIS AGREEMENT.
- (c) DURING THE DURATION OF THIS AGREEMENT, OPERATOR IS CONSIDERED RESPONSIBLE FOR OPERATIONAL CONTROL OF ALL AIRCRAFT IDENTIFIED AND TO BE OPERATED UNDER THIS AGREEMENT.
- (d) AN EXPLANATION OF THE FACTORS BEARING ON OPERATIONAL CONTROL AND THE PERTINENT FEDERAL AVIATION REGULATIONS CAN BE OBTAINED FROM THE RESPONSIBLE FLIGHT STANDARDS OFFICE.
- (e) THE UNDERSIGNED OPERATOR, CERTIFIES THAT OPERATOR IS RESPONSIBLE FOR OPERATIONAL CONTROL OF THE AIRCRAFT AND UNDERSTANDS ITS RESPONSIBILITIES FOR COMPLIANCE WITH APPLICABLE FEDERAL AVIATION REGULATIONS.

[Signature page follows]

**Certification of Chief Executive Officer
Pursuant to Rule 13a-14(a)**

I, Anthony G. Capuano, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Marriott International, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting, which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

November 2, 2023

/s/ Anthony G. Capuano

Anthony G. Capuano
President and
Chief Executive Officer
(Principal Executive Officer)

**Certification of Chief Financial Officer
Pursuant to Rule 13a-14(a)**

I, Kathleen K. Oberg, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Marriott International, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting, which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

November 2, 2023

/s/ Kathleen K. Oberg

Kathleen K. Oberg
Chief Financial Officer and
Executive Vice President, Development
(Principal Financial Officer)

Certification
Pursuant to Rule 13a-14(b) and Section 906 of the Sarbanes-Oxley Act of 2002
(18 U.S.C. Sections 1350(a) and (b))

I, Anthony G. Capuano, President and Chief Executive Officer of Marriott International, Inc. (the “Company”) certify that:

- (1) the quarterly report on Form 10-Q of the Company for the period ended September 30, 2023, (the “Quarterly Report”) fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m or 78o(d)); and
- (2) the information contained in the Quarterly Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

November 2, 2023

/s/ Anthony G. Capuano

Anthony G. Capuano
President and
Chief Executive Officer
(Principal Executive Officer)

I, Kathleen K. Oberg, Chief Financial Officer and Executive Vice President, Development of Marriott International, Inc. (the “Company”) certify that:

- (1) the quarterly report on Form 10-Q of the Company for the period ended September 30, 2023, (the “Quarterly Report”) fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m or 78o(d)); and
- (2) the information contained in the Quarterly Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

November 2, 2023

/s/ Kathleen K. Oberg

Kathleen K. Oberg
Chief Financial Officer and
Executive Vice President, Development
(Principal Financial Officer)