

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

**FORM 8-K**

**CURRENT REPORT  
Pursuant to Section 13 or 15(d)  
of the Securities Exchange Act of 1934**

**Date of Report (Date of earliest event reported): August 18, 2025**



**MARRIOTT INTERNATIONAL, INC.**

(Exact name of registrant as specified in its charter)

**Delaware**  
(State or other jurisdiction  
of incorporation)

**1-13881**  
(Commission  
File Number)

**52-2055918**  
(IRS Employer  
Identification No.)

**7750 Wisconsin Avenue, Bethesda, Maryland**  
(Address of principal executive offices)

**20814**  
(Zip Code)

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

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

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

**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 is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter)

Emerging growth company

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.

#### **Item 8.01. Other Events.**

On August 18, 2025, Marriott International, Inc. (“we”) entered into a Terms Agreement with Wells Fargo Securities, LLC, PNC Capital Markets LLC, Scotia Capital (USA) Inc., Truist Securities, Inc. and the other Underwriters listed on Schedule I thereto (the “Terms Agreement,” which incorporates by reference the Underwriting Agreement General Terms and Provisions, dated March 3, 2021 (which we previously filed on March 5, 2021 as Exhibit 1.1 to our Current Report on Form 8-K)) to issue \$400,000,000 aggregate principal amount of our 4.200% Series TT Notes due 2027 (the “Series TT Notes”), \$500,000,000 aggregate principal amount of our 4.500% Series UU Notes due 2031 (the “Series UU Notes”) and \$600,000,000 aggregate principal amount of our 5.250% Series VV Notes due 2035 (the “Series VV Notes” and, together with the Series TT Notes and the Series UU Notes, the “Notes”). We issued the Notes on August 20, 2025. Net proceeds of the offering are approximately \$1.477 billion, after deducting the underwriting discount and estimated expenses of the offering. We intend to use the net proceeds from the offering of the Notes for general corporate purposes, which may include working capital, capital expenditures, acquisitions, stock repurchases or repayment of outstanding indebtedness.

We will pay interest on the Series TT Notes on January 15 and July 15 of each year, commencing on January 15, 2026, we will pay interest on the Series UU Notes on April 15 and October 15 of each year, commencing on April 15, 2026 and we will pay interest on the Series VV Notes on April 15 and October 15 of each year, commencing on April 15, 2026. The Series TT Notes will mature on July 15, 2027, the Series UU Notes will mature on October 15, 2031, and the Series VV Notes will mature on October 15, 2035. We may redeem the Notes, in whole or in part, at our option, under the terms provided in the applicable Form of Note.

We issued the Notes under an indenture dated as of November 16, 1998 with The Bank of New York Mellon, as successor to JPMorgan Chase Bank, N.A., formerly known as The Chase Manhattan Bank, as trustee (the “Indenture”) (which we previously filed as Exhibit 4.1 to our Annual Report on Form 10-K for the fiscal year ended January 1, 1999).

In connection with the public offering of the Notes, we filed a Prospectus dated February 13, 2024 and a Prospectus Supplement dated August 18, 2025 with the Securities and Exchange Commission, each of which forms a part of our Registration Statement on Form S-3 (Registration No. 333-277039) (the “Registration Statement”). We are filing the Terms Agreement, the Indenture Officers’ Certificate pursuant to Section 301 of the Indenture, the Forms of Notes, and a legal opinion of our counsel, Gibson, Dunn & Crutcher LLP, on the Notes as exhibits to this report for the purpose of incorporating them as exhibits to the Registration Statement.

#### **Item 9.01. Financial Statements and Exhibits.**

(d) Exhibits.

The following exhibits are filed with this report:

- 1.1 [Terms Agreement, dated August 18, 2025, among Marriott International, Inc. and the Underwriters named therein.](#)
- 4.1 [Form of Note for the 4.200% Series TT Notes due 2027.](#)
- 4.2 [Form of Note for the 4.500% Series UU Notes due 2031.](#)
- 4.3 [Form of Note for the 5.250% Series VV Notes due 2035.](#)
- 4.4 [Indenture Officers’ Certificate \(with respect to the 4.200% Series TT Notes due 2027, the 4.500% Series UU Notes due 2031 and the 5.250% Series VV Notes due 2035\) pursuant to Section 301 of the Indenture, dated August 20, 2025.](#)
- 5.1 [Opinion of Gibson, Dunn & Crutcher LLP, dated August 20, 2025.](#)
- 23.1 [Consent of Gibson, Dunn & Crutcher LLP \(included in Exhibit 5.1 hereto\).](#)
- 104 The cover page to this Current Report on Form 8-K, formatted in inline XBRL.

**SIGNATURES**

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

Date: August 20, 2025

**MARRIOTT INTERNATIONAL, INC.**

By: /s/ Felitia O. Lee

Felitia O. Lee

Controller and Chief Accounting Officer

Terms Agreement

Wells Fargo Securities, LLC  
PNC Capital Markets LLC  
Scotia Capital (USA) Inc.  
Truist Securities, Inc.

As Representatives of  
the several  
Underwriters listed in  
Schedule I hereto

c/o Wells Fargo Securities, LLC  
550 South Tryon Street, 5th Floor  
Charlotte, North Carolina 28202

c/o PNC Capital Markets LLC  
300 Fifth Avenue, 10th Floor  
Pittsburgh, Pennsylvania 15222

c/o Scotia Capital (USA) Inc.  
250 Vesey Street  
New York, New York 10281

c/o Truist Securities, Inc.  
50 Hudson Yards, 70th Floor  
New York, NY 10001

August 18, 2025

Dear Ladies and Gentlemen:

Marriott International, Inc., a Delaware corporation (the "Company"), proposes, subject to the terms and conditions stated herein and in the Underwriting Agreement General Terms and Provisions (the "Terms and Provisions") attached hereto, to issue and sell to each of the Underwriters named in Schedule I hereto (the "Underwriters"), and each of the Underwriters agrees, severally and not jointly, to purchase from the Company, at the time and place and at the purchase price to the Underwriters set forth in Schedule II hereto, the principal amount of Securities set forth opposite the name of such Underwriter in Schedule I hereto. Each of the provisions of the Terms and Provisions is incorporated herein by reference in its entirety, and shall be deemed to be a part of this Agreement to the same extent as if such provisions had been set forth in full herein; and each of the representations and warranties set forth therein shall be deemed to have been made at and as of the date of this Terms Agreement. Each reference to the Representatives herein and in the provisions of the Terms and Provisions so incorporated by reference shall be deemed to refer to you. Certain terms defined in the Terms and Provisions and the addresses of the Representatives referred to in Section 11 of the Terms and Provisions are set forth in Schedule II hereto. For the avoidance of doubt, the Company and the Underwriters acknowledge and agree that the phrase "since the date of this Agreement" in Section 6(j) of the Terms and Provisions shall refer to the date of this Terms Agreement.

The Representatives hereby confirm and the Company acknowledges that the list of the Underwriters and their respective participation in the sale of the Securities and the statements with respect to the public offering of the Securities by the Underwriters set forth (i) in the last paragraph of the cover page regarding delivery of the Securities and (ii) in the fifth paragraph, the first sentence of the eighth paragraph, and each paragraph under the sub-heading “Other Relationships” under the heading “Underwriting” in the Company’s Prospectus Supplement dated August 18, 2025, to the Company’s Prospectus dated February 13, 2024, relating to the Securities (the “Prospectus Supplement”) constitute the only information concerning such Underwriters furnished in writing to the Company by or on behalf of the Underwriters specifically for inclusion in the Prospectus Supplement.

All the provisions contained in the Terms and Provisions, a copy of which you have previously received, are herein incorporated by reference in their entirety and shall be deemed to be a part of this Terms Agreement to the same extent as if the Terms and Provisions had been set forth in full herein, *except* for:

- Section 1(a), which is hereby deleted in its entirety and replaced with the following: “(a) A registration statement on Form S-3 (File No. 333-277039), including a Basic Prospectus (as defined herein), with respect to the Securities has (i) been prepared by the Company in conformity with the requirements of the Securities Act of 1933, as amended (the “Securities Act”), and the rules and regulations (the “Rules and Regulations”) of the Securities and Exchange Commission (the “Commission”) thereunder, (ii) been filed with the Commission under the Securities Act, and (iii) become effective under the Securities Act. The Indenture pursuant to which the Securities will be issued (the “Indenture”) has been qualified under the Trust Indenture Act of 1939, as amended (the “Trust Indenture Act”). Copies of such registration statement and any amendments thereto have been delivered by the Company to the Representatives. As used in this Agreement, “Registration Statement” means such registration statement when it became effective under the Securities Act, and as from time to time amended or supplemented thereafter at the time of effectiveness of such amendment or filing of such supplement with the Commission (including all documents incorporated therein by reference); “Basic Prospectus” means the basic prospectus (including all documents incorporated therein by reference) included in the Registration Statement referred to above in the form in which it most recently has been filed with the Commission on or before the date of this Agreement; “Preliminary Prospectus” means each preliminary prospectus supplement (including all documents incorporated therein by reference) to the Basic Prospectus and specifically relating to the Securities used prior to the filing of the Prospectus; and “Prospectus” means the prospectus supplement (including all documents incorporated therein by reference) to the Basic Prospectus and specifically relating to the Securities, together with any amendments or supplements thereto, first filed with the Commission after the execution and delivery of this Agreement pursuant to paragraph (2) or (5) of Rule 424(b) of the Rules and Regulations. The Commission has not issued any order suspending the effectiveness of the Registration

Statement or preventing or suspending the use of any Preliminary Prospectus or the Prospectus. The Registration Statement and the Prospectus, as of the date when they became or become effective under the Securities Act or were or are filed with the Commission, as the case may be, complied or will comply as to form in all material respects with the requirements of the Securities Act and the Trust Indenture Act and the applicable rules and regulations of the Commission thereunder. The initial Effective Date of the Registration Statement was not earlier than three years before the Applicable Time (as that term is defined in the Terms Agreement).”

- Section 1(y), which is hereby deleted in its entirety and replaced with the following: “(y) Neither the Company nor any of its subsidiaries, directors, officers or employees, nor, to the knowledge of the Company, any agent associated with or acting on behalf of the Company or any of its subsidiaries is currently the subject or the target of any sanctions administered or enforced by the U.S. government (including, without limitation, the Office of Foreign Assets Control of the U.S. Department of the Treasury (“OFAC”) or the U.S. Department of State and including, without limitation, the designation as a “specially designated national” or “blocked person”), the United Nations Security Council, the European Union, HM Treasury or other relevant sanctions authority (collectively, “Sanctions”), nor is the Company or any of its subsidiaries located, organized or resident in a country or territory that is the subject or the target of Sanctions, including, without limitation, the so-called Donetsk People’s Republic, the so-called Luhansk People’s Republic, the non-government controlled areas of the Kherson and Zaporizhzhia Regions and Crimea Region of Ukraine, Cuba, Iran and North Korea (each, a “Sanctioned Country”); and the Company will not use the proceeds of the offering of the Securities hereunder, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other person or entity (i) to fund or facilitate any activities of or business with any person that, at the time of such funding or facilitation, is the subject or the target of Sanctions, (ii) to fund or facilitate any activities of or business in any Sanctioned Country or (iii) in any other manner that will result in a violation by any person (including any person participating in the transaction, whether as underwriter, advisor, investor or otherwise) of Sanctions, in all cases unless otherwise authorized under a license issued by OFAC. Since April 24, 2019, the Company and its subsidiaries have not knowingly engaged in and are not now knowingly engaged in any material dealings or transactions with any person that at the time of the dealing or transaction is or was the subject or the target of Sanctions or with any Sanctioned Country.”

For the purposes of the Terms and Provisions, the “Applicable Time” shall be 3:45 p.m. (Eastern Time) on the date hereof.

If the foregoing is in accordance with your understanding, please sign and return to us two counterparts hereof, and upon acceptance hereof by you, on behalf of each of the Underwriters, this letter and such acceptance hereof, including the provisions of the Terms and Provisions incorporated herein by reference, shall constitute a binding agreement between each of the Underwriters and the Company. It is understood that your acceptance of this letter on behalf of each of the Underwriters is or will be pursuant to the authority set forth in a form of Agreement among Underwriters, the form of which shall be submitted to the Company for examination, upon request, but without warranty on the part of the Representatives as to the authority of the signers thereof.

Very truly yours,

MARRIOTT INTERNATIONAL, INC.

By: /s/ Jennifer C. Mason

Name: Jennifer C. Mason

Title: Vice President and Treasurer

*[Signature Page – Terms Agreement]*

The foregoing Agreement is hereby confirmed and accepted as of the date hereof.

WELLS FARGO SECURITIES, LLC

By: /s/ Carolyn Hurley  
Name: Carolyn Hurley  
Title: Managing Director

PNC CAPITAL MARKETS LLC

By: /s/ Valerie Shadeck  
Name: Valerie Shadeck  
Title: Managing Director

SCOTIA CAPITAL (USA) INC.

By: /s/ Michael Ravanese  
Name: Michael Ravanese  
Title: Managing Director & Head of U.S. Debt  
Origination

TRUIST SECURITIES, INC.

By: /s/ Robert Nordlinger  
Name: Robert Nordlinger  
Title: Managing Director

For themselves and the other several Underwriters named in Schedule I to the foregoing Agreement.

*[Signature Page – Terms Agreement]*

Schedule I

<b>Underwriter</b>	<b>Principal Amount of Securities to be Purchased</b>		
	<b>Series TT Notes</b>	<b>Series UU Notes</b>	<b>Series VV Notes</b>
Wells Fargo Securities, LLC	\$ 32,800,000	\$ 41,000,000	\$ 49,200,000
PNC Capital Markets LLC	30,400,000	38,000,000	45,600,000
Scotia Capital (USA) Inc.	30,400,000	38,000,000	45,600,000
Truist Securities, Inc.	30,400,000	38,000,000	45,600,000
BofA Securities, Inc.	23,000,000	28,750,000	34,500,000
Deutsche Bank Securities Inc.	23,000,000	28,750,000	34,500,000
J.P. Morgan Securities LLC	23,000,000	28,750,000	34,500,000
Citigroup Global Markets Inc.	21,400,000	26,750,000	32,100,000
Fifth Third Securities, Inc.	21,400,000	26,750,000	32,100,000
U.S. Bancorp Investments, Inc.	21,400,000	26,750,000	32,100,000
Goldman Sachs & Co. LLC	16,000,000	20,000,000	24,000,000
HSBC Securities (USA) Inc.	16,000,000	20,000,000	24,000,000
ICBC Standard Bank Plc	16,000,000	20,000,000	24,000,000
Siebert Williams Shank & Co., LLC	16,000,000	20,000,000	24,000,000
TD Securities (USA) LLC	16,000,000	20,000,000	24,000,000
Loop Capital Markets LLC	12,000,000	15,000,000	18,000,000
BNY Mellon Capital Markets, LLC	11,600,000	14,500,000	17,400,000
Capital One Securities, Inc.	11,600,000	14,500,000	17,400,000
UniCredit Capital Markets LLC	11,600,000	14,500,000	17,400,000
NatWest Markets Securities Inc.	8,000,000	10,000,000	12,000,000
Standard Chartered Bank	8,000,000	10,000,000	12,000,000
<b>Total</b>	<b>\$400,000,000</b>	<b>\$500,000,000</b>	<b>\$600,000,000</b>

Schedule II-A

Representatives:	Wells Fargo Securities, LLC PNC Capital Markets LLC Scotia Capital (USA) Inc. Truist Securities, Inc.
Underwriting Agreement:	March 3, 2021
Registration Statement No.:	333-277039
Title of Securities:	4.200% Series TT Notes due 2027 (the "Series TT Notes")
Aggregate Principal Amount:	\$400,000,000
Price to Public:	99.933% of the principal amount of the Series TT Notes, plus accrued interest, if any, from August 20, 2025
Underwriting Discount:	0.250%
Indenture:	Indenture dated as of November 16, 1998 between Marriott International, Inc. and The Bank of New York Mellon, as successor to JPMorgan Chase Bank, N.A., formerly known as The Chase Manhattan Bank, as trustee
Date of Maturity:	July 15, 2027
Interest Rate:	4.200% per annum, payable semiannually
Interest Payment Dates:	January 15 and July 15, commencing on January 15, 2026
CUSIP / ISIN:	571903 BV4 / US571903BV42
Optional Redemption Provisions:	Prior to July 15, 2027 (the date that is their maturity date), the Company may redeem the Series TT Notes at its option, in whole or in part, at any time and from time to time, at a redemption price (expressed as a percentage of principal amount and rounded to three decimal places) equal to the greater of: (1) (a) the sum of the present values of the remaining scheduled payments of principal and interest on the Series TT Notes discounted to the redemption date on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate plus 10

basis points less (b) interest accrued to the date of redemption, and (2) 100% of the principal amount of the Series TT Notes to be redeemed, plus, in either case, accrued and unpaid interest on the Series TT Notes to the redemption date.

Purchase of Securities Upon a Change in Control Repurchase Event:

If a change of control repurchase event occurs, the issuer will be required, subject to certain conditions, to make an offer to repurchase the Series TT Notes at a price equal to 101% of the principal amount of the Series TT Notes, plus accrued and unpaid interest to the date of repurchase. "Change of control repurchase event" means the occurrence of both a change of control and a below investment grade rating event.

"Change of control" means the consummation of any transaction (including, without limitation, any merger or consolidation) the result of which is that any "person" (as that term is used in Section 13(d)(3) of the Exchange Act) becomes the beneficial owner, directly or indirectly, of more than 50% of our voting stock, measured by voting power rather than number of shares. Notwithstanding the foregoing, a transaction effected to create a holding company for us will not be deemed to involve a change of control if:

(1) pursuant to such transaction we become a direct or indirect wholly owned subsidiary of such holding company and (2)(A) the direct or indirect holders of the voting stock of such holding company immediately following that transaction are substantially the same as the holders of our voting stock immediately prior to that transaction or (B) immediately following that transaction no person (other than a holding company satisfying the requirements of this sentence) is the beneficial owner, directly or indirectly, of more than 50% of the voting stock of such holding company, measured by voting power rather than number of shares.

"Below investment grade rating event" is defined in the Preliminary Prospectus Supplement dated August 18, 2025.

Sinking Fund Provisions:

None

Other Provisions: As specified in the Preliminary Prospectus Supplement dated August 18, 2025 relating to the Securities.

Securities Exchange: The Series TT Notes will not be listed on any exchange.

Ratings: Baa2 by Moody's Investors Service, Inc.  
BBB by S&P Global Ratings

Closing Date and Delivery Date: August 20, 2025

Closing Location: Simpson Thacher & Bartlett LLP  
425 Lexington Ave.  
New York, New York 10017

Address for Notices to Underwriters: Wells Fargo Securities, LLC  
550 South Tryon Street, 5th Floor,  
Charlotte, North Carolina 28202  
Attention: Transaction Management  
E-Mail: [tmgcapitalmarkets@wellsfargo.com](mailto:tmgcapitalmarkets@wellsfargo.com)

PNC Capital Markets LLC  
300 Fifth Avenue, 10th Floor  
Pittsburgh, Pennsylvania 15222  
Attention: Debt Capital Markets, Fixed Income  
Transaction Execution  
E-Mail: [capitalmarketsnotices@pnc.com](mailto:capitalmarketsnotices@pnc.com)

Scotia Capital (USA) Inc.  
250 Vesey Street  
New York, New York 10281  
Attention: Debt Capital Markets, U.S.  
E-Mail: [US.Legal@scotiabank.com](mailto:US.Legal@scotiabank.com)

Truist Securities, Inc.  
50 Hudson Yards, 70th Floor  
New York, NY 10001  
Attention: Investment Grade Capital Markets  
Facsimile: (404) 926-5027

Schedule II-B

Representatives: Wells Fargo Securities, LLC  
PNC Capital Markets LLC  
Scotia Capital (USA) Inc.  
Truist Securities, Inc.

Underwriting Agreement: March 3, 2021

Registration Statement No.: 333-277039

Title of Securities: 4.500% Series UU Notes due 2031 (the "Series UU Notes")

Aggregate Principal Amount: \$500,000,000

Price to Public: 98.911% of the principal amount of the Series UU Notes, plus accrued interest, if any, from August 20, 2025

Underwriting Discount: 0.600%

Indenture: Indenture dated as of November 16, 1998 between Marriott International, Inc. and The Bank of New York Mellon, as successor to JPMorgan Chase Bank, N.A., formerly known as The Chase Manhattan Bank, as trustee

Date of Maturity: October 15, 2031

Interest Rate: 4.500% per annum, payable semiannually

Interest Payment Dates: April 15 and October 15, commencing on April 15, 2026

CUSIP / ISIN: 571903 BW2 / US571903BW25

Optional Redemption Provisions: Prior to September 15, 2031 (one month prior to their maturity date) (the "Series UU Par Call Date"), the Company may redeem the Series UU Notes at its option, in whole or in part, at any time and from time to time, at a redemption price (expressed as a percentage of principal amount and rounded to three decimal places) equal to the greater of: (1) (a) the sum of the present values of the remaining scheduled payments of principal and interest on the Series UU Notes discounted to the redemption date (assuming the Series UU Notes matured on the Series UU Par

Call Date) on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate plus 15 basis points less (b) interest accrued to the date of redemption, and (2) 100% of the principal amount of the Series UU Notes to be redeemed, plus, in either case, accrued and unpaid interest on the Series UU Notes to the redemption date.

On or after the Series UU Par Call Date, the Company may redeem the Series UU Notes, in whole or in part, at any time and from time to time, at its option, at a redemption price equal to 100% of the principal amount of the Series UU Notes being redeemed plus accrued and unpaid interest on the Series UU Notes to the redemption date.

Purchase of Securities Upon a Change in  
Control Repurchase Event:

If a change of control repurchase event occurs, the issuer will be required, subject to certain conditions, to make an offer to repurchase the Series UU Notes at a price equal to 101% of the principal amount of the Series UU Notes, plus accrued and unpaid interest to the date of repurchase. "Change of control repurchase event" means the occurrence of both a change of control and a below investment grade rating event.

"Change of control" means the consummation of any transaction (including, without limitation, any merger or consolidation) the result of which is that any "person" (as that term is used in Section 13(d)(3) of the Exchange Act) becomes the beneficial owner, directly or indirectly, of more than 50% of our voting stock, measured by voting power rather than number of shares. Notwithstanding the foregoing, a transaction effected to create a holding company for us will not be deemed to involve a change of control if:

(1) pursuant to such transaction we become a direct or indirect wholly owned subsidiary of such holding company and (2)(A) the direct or indirect holders of the voting stock of such holding company immediately following that transaction are substantially the same as the holders of our voting stock immediately prior to that transaction or (B) immediately following that transaction no person (other than a holding company satisfying the requirements of this sentence) is the beneficial owner, directly or indirectly, of more than 50% of the voting stock of such holding company, measured by voting power rather than number of shares.

“Below investment grade rating event” is defined in the Preliminary Prospectus Supplement dated August 18, 2025.

Sinking Fund Provisions: None

Other Provisions: As specified in the Preliminary Prospectus Supplement dated August 18, 2025 relating to the Securities.

Securities Exchange: The Series UU Notes will not be listed on any exchange.

Ratings: Baa2 by Moody’s Investors Service, Inc.  
BBB by S&P Global Ratings

Closing Date and Delivery Date: August 20, 2025

Closing Location: Simpson Thacher & Bartlett LLP  
425 Lexington Ave.  
New York, New York 10017

Address for Notices to Underwriters: Wells Fargo Securities, LLC  
550 South Tryon Street, 5th Floor,  
Charlotte, North Carolina 28202  
Attention: Transaction Management  
E-Mail: [tmgcapitalmarkets@wellsfargo.com](mailto:tmgcapitalmarkets@wellsfargo.com)

PNC Capital Markets LLC  
300 Fifth Avenue, 10th Floor  
Pittsburgh, Pennsylvania 15222  
Attention: Debt Capital Markets, Fixed Income  
Transaction Execution  
E-Mail: [capitalmarketsnotices@pnc.com](mailto:capitalmarketsnotices@pnc.com)

Scotia Capital (USA) Inc.  
250 Vesey Street  
New York, New York 10281  
Attention: Debt Capital Markets, U.S.  
E-Mail: [US.Legal@scotiabank.com](mailto:US.Legal@scotiabank.com)

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Truist Securities, Inc.  
50 Hudson Yards, 70th Floor  
New York, NY 10001  
Attention: Investment Grade Capital Markets  
Facsimile: (404) 926-5027

Schedule II-C

Representatives:	Wells Fargo Securities, LLC PNC Capital Markets LLC Scotia Capital (USA) Inc. Truist Securities, Inc.
Underwriting Agreement:	March 3, 2021
Registration Statement No.:	333-277039
Title of Securities:	5.250% Series VV Notes due 2035 (the "Series VV Notes")
Aggregate Principal Amount:	\$600,000,000
Price to Public:	98.910% of the principal amount of the Series VV Notes, plus accrued interest, if any, from August 20, 2025
Underwriting Discount:	0.650%
Indenture:	Indenture dated as of November 16, 1998 between Marriott International, Inc. and The Bank of New York Mellon, as successor to JPMorgan Chase Bank, N.A., formerly known as The Chase Manhattan Bank, as trustee
Date of Maturity:	October 15, 2035
Interest Rate:	5.250% per annum, payable semiannually
Interest Payment Dates:	April 15 and October 15, commencing on April 15, 2026
CUSIP / ISIN:	571903 BX0 / US571903BX08
Optional Redemption Provisions:	Prior to July 15, 2035 (three months prior to their maturity date) (the "Series VV Par Call Date"), the Company may redeem the Series VV Notes at its option, in whole or in part, at any time and from time to time, at a redemption price (expressed as a percentage of principal amount and rounded to three decimal places) equal to the greater of: (1) (a) the sum of the present values of the remaining scheduled payments of principal and interest on the Series VV Notes discounted to the redemption date (assuming the Series VV Notes matured on the Series VV Par

Call Date) on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate plus 20 basis points less (b) interest accrued to the date of redemption, and (2) 100% of the principal amount of the Series VV Notes to be redeemed, plus, in either case, accrued and unpaid interest on the Series VV Notes to the redemption date.

On or after the Series VV Par Call Date, the Company may redeem the Series VV Notes, in whole or in part, at any time and from time to time, at its option, at a redemption price equal to 100% of the principal amount of the Series VV Notes being redeemed plus accrued and unpaid interest on the Series VV Notes to the redemption date.

Purchase of Securities Upon a Change in  
Control Repurchase Event:

If a change of control repurchase event occurs, the issuer will be required, subject to certain conditions, to make an offer to repurchase the Series VV Notes at a price equal to 101% of the principal amount of the Series VV Notes, plus accrued and unpaid interest to the date of repurchase. "Change of control repurchase event" means the occurrence of both a change of control and a below investment grade rating event.

"Change of control" means the consummation of any transaction (including, without limitation, any merger or consolidation) the result of which is that any "person" (as that term is used in Section 13(d)(3) of the Exchange Act) becomes the beneficial owner, directly or indirectly, of more than 50% of our voting stock, measured by voting power rather than number of shares. Notwithstanding the foregoing, a transaction effected to create a holding company for us will not be deemed to involve a change of control if:

(1) pursuant to such transaction we become a direct or indirect wholly owned subsidiary of such holding company and (2)(A) the direct or indirect holders of the voting stock of such holding company immediately following that transaction are substantially the same as the holders of our voting stock immediately prior to that transaction or (B) immediately following that transaction no person (other than a holding company satisfying the requirements of this sentence) is the beneficial owner, directly or indirectly, of more than 50% of the voting stock of such holding company, measured by voting power rather than number of shares.

“Below investment grade rating event” is defined in the Preliminary Prospectus Supplement dated August 18, 2025.

Sinking Fund Provisions: None

Other Provisions: As specified in the Preliminary Prospectus Supplement dated August 18, 2025 relating to the Securities.

Securities Exchange: The Series VV Notes will not be listed on any exchange.

Ratings: Baa2 by Moody’s Investors Service, Inc.  
BBB by S&P Global Ratings

Closing Date and Delivery Date: August 20, 2025

Closing Location: Simpson Thacher & Bartlett LLP  
425 Lexington Ave.  
New York, New York 10017

Address for Notices to Underwriters:

Wells Fargo Securities, LLC  
550 South Tryon Street, 5th Floor,  
Charlotte, North Carolina 28202  
Attention: Transaction Management  
E-Mail:  
tmgcapitalmarkets@wellsfargo.com

PNC Capital Markets LLC  
300 Fifth Avenue, 10th Floor  
Pittsburgh, Pennsylvania 15222  
Attention: Debt Capital Markets, Fixed Income  
Transaction Execution  
E-Mail: capitalmarketsnotices@pnc.com

Scotia Capital (USA) Inc.  
250 Vesey Street  
New York, New York 10281  
Attention: Debt Capital Markets, U.S.  
E-Mail: US.Legal@scotiabank.com

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Truist Securities, Inc.  
50 Hudson Yards, 70th Floor  
New York, NY 10001  
Attention: Investment Grade Capital Markets  
Facsimile: (404) 926-5027

Permitted Free Writing Prospectus

Final Term Sheet dated August 18, 2025

Issuer Free Writing Prospectus Filed Pursuant to Rule 433  
supplementing the  
Preliminary Prospectus Supplement dated August 18, 2025  
Registration No. 333-277039

MARRIOTT INTERNATIONAL, INC.  
\$400,000,000 4.200% Series TT Notes due 2027  
\$500,000,000 4.500% Series UU Notes due 2031  
\$600,000,000 5.250% Series VV Notes due 2035

PRICING TERM SHEET

Dated: August 18, 2025

4.200% Series TT Notes due 2027

<b>Issuer:</b>	Marriott International, Inc. (the "Company")
<b>Anticipated Ratings (Moody's / S&amp;P)*:</b>	Baa2 / BBB
<b>Security:</b>	4.200% Series TT Notes due 2027 (the "Series TT Notes")
<b>Aggregate Principal Amount:</b>	\$400,000,000
<b>Maturity Date:</b>	July 15, 2027
<b>Coupon:</b>	4.200%
<b>Interest Payment Dates:</b>	January 15 and July 15, commencing on January 15, 2026
<b>Day Count Convention:</b>	360-day year consisting of twelve 30-day months
<b>Price to Public:</b>	99.933% of the principal amount
<b>Benchmark Treasury:</b>	3.875% due July 31, 2027
<b>Benchmark Treasury Price / Yield:</b>	100-06 1/4 / 3.769%
<b>Spread to Benchmark Treasury:</b>	47 basis points
<b>Yield to Maturity:</b>	4.239%

<b>Optional Redemption Provisions:</b>	Prior to July 15, 2027 (the date that is their maturity date), the Company may redeem the Series TT Notes at its option, in whole or in part, at any time and from time to time, at a redemption price (expressed as a percentage of principal amount and rounded to three decimal places) equal to the greater of: (1) (a) the sum of the present values of the remaining scheduled payments of principal and interest on the Series TT Notes discounted to the redemption date on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate plus 10 basis points less (b) interest accrued to the date of redemption, and (2) 100% of the principal amount of the Series TT Notes to be redeemed, plus, in either case, accrued and unpaid interest on the Series TT Notes to the redemption date.
<b>Change of Control:</b>	Issuer repurchase offer required following certain changes of control as described in the Preliminary Prospectus Supplement dated August 18, 2025.
<b>Trade Date:</b>	August 18, 2025
<b>Expected Settlement Date**:</b>	August 20, 2025 (T+2)
<b>CUSIP / ISIN:</b>	571903 BV4 / US571903BV42
<b>Denominations:</b>	\$2,000 and integral multiples of \$1,000 in excess thereof
<b>Joint Book-Running Managers:</b>	Wells Fargo Securities, LLC PNC Capital Markets LLC Scotia Capital (USA) Inc. Truist Securities, Inc. BofA Securities, Inc. Deutsche Bank Securities Inc. J.P. Morgan Securities LLC Citigroup Global Markets Inc. Fifth Third Securities, Inc. U.S. Bancorp Investments, Inc. Goldman Sachs & Co. LLC

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**Senior Co-Managers:**

HSBC Securities (USA) Inc.  
ICBC Standard Bank Plc  
Siebert Williams Shank & Co., LLC  
TD Securities (USA) LLC  
Loop Capital Markets LLC  
BNY Mellon Capital Markets, LLC  
Capital One Securities, Inc.  
UniCredit Capital Markets LLC  
NatWest Markets Securities Inc.  
Standard Chartered Bank

**4.500% Series UU Notes due 2031**

<b>Issuer:</b>	Marriott International, Inc. (the “Company”)
<b>Anticipated Ratings (Moody’s / S&amp;P)*:</b>	Baa2 / BBB
<b>Security:</b>	4.500% Series UU Notes due 2031 (the “Series UU Notes”)
<b>Aggregate Principal Amount:</b>	\$500,000,000
<b>Maturity Date:</b>	October 15, 2031
<b>Coupon:</b>	4.500%
<b>Interest Payment Dates:</b>	April 15 and October 15, commencing on April 15, 2026
<b>Day Count Convention:</b>	360-day year consisting of twelve 30-day months
<b>Price to Public:</b>	98.911% of the principal amount
<b>Benchmark Treasury:</b>	3.875% due July 31, 2030
<b>Benchmark Treasury Price / Yield:</b>	100-03 / 3.854%
<b>Spread to Benchmark Treasury:</b>	85 basis points
<b>Yield to Maturity:</b>	4.704%
<b>Optional Redemption Provisions:</b>	Prior to September 15, 2031 (one month prior to their maturity date) (the “Series UU Par Call Date”), the Company may redeem the Series UU Notes at its option, in whole or in part, at any time and from time to time, at a redemption price (expressed as a percentage of principal amount and rounded to three decimal places) equal to the greater of: (1) (a) the sum of the present values of the remaining scheduled payments of principal and interest on the Series UU Notes discounted to the redemption date (assuming the Series UU Notes matured on the Series UU Par Call Date) on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate plus 15 basis points less (b) interest accrued to the date of redemption, and (2) 100% of the principal amount of the Series UU Notes to be redeemed, plus, in either case, accrued and unpaid interest on the Series UU Notes to the redemption date.

On or after the Series UU Par Call Date, the Company may redeem the Series UU Notes, in whole or in part, at any time and from time to time, at its option, at a redemption price equal to 100% of the principal amount of the Series UU Notes being redeemed plus accrued and unpaid interest on the Series UU Notes to the redemption date.

<b>Change of Control:</b>	Issuer repurchase offer required following certain changes of control as described in the Preliminary Prospectus Supplement dated August 18, 2025.
<b>Trade Date:</b>	August 18, 2025
<b>Expected Settlement Date**:</b>	August 20, 2025 (T+2)
<b>CUSIP / ISIN:</b>	571903 BW2 / US571903BW25
<b>Denominations:</b>	\$2,000 and integral multiples of \$1,000 in excess thereof
<b>Joint Book-Running Managers:</b>	Wells Fargo Securities, LLC PNC Capital Markets LLC Scotia Capital (USA) Inc. Truist Securities, Inc. BofA Securities, Inc. Deutsche Bank Securities Inc. J.P. Morgan Securities LLC Citigroup Global Markets Inc. Fifth Third Securities, Inc. U.S. Bancorp Investments, Inc. Goldman Sachs & Co. LLC
<b>Senior Co-Managers:</b>	HSBC Securities (USA) Inc. ICBC Standard Bank Plc Siebert Williams Shank & Co., LLC TD Securities (USA) LLC Loop Capital Markets LLC BNY Mellon Capital Markets, LLC Capital One Securities, Inc. UniCredit Capital Markets LLC NatWest Markets Securities Inc. Standard Chartered Bank

**5.250% Series VV Notes due 2035**

<b>Issuer:</b>	Marriott International, Inc. (the “Company”)
<b>Anticipated Ratings (Moody’s / S&amp;P)*:</b>	Baa2 / BBB
<b>Security:</b>	5.250% Series VV Notes due 2035 (the “Series VV Notes”)
<b>Aggregate Principal Amount:</b>	\$600,000,000
<b>Maturity Date:</b>	October 15, 2035
<b>Coupon:</b>	5.250%
<b>Interest Payment Dates:</b>	April 15 and October 15, commencing on April 15, 2026
<b>Day Count Convention:</b>	360-day year consisting of twelve 30-day months
<b>Price to Public:</b>	98.910% of the principal amount
<b>Benchmark Treasury:</b>	4.250% due August 15, 2035
<b>Benchmark Treasury Price / Yield:</b>	99-09 / 4.339%
<b>Spread to Benchmark Treasury:</b>	105 basis points
<b>Yield to Maturity:</b>	5.389%
<b>Optional Redemption Provisions:</b>	Prior to July 15, 2035 (three months prior to their maturity date) (the “Series VV Par Call Date”), the Company may redeem the Series VV Notes at its option, in whole or in part, at any time and from time to time, at a redemption price (expressed as a percentage of principal amount and rounded to three decimal places) equal to the greater of: (1) (a) the sum of the present values of the remaining scheduled payments of principal and interest on the Series VV Notes discounted to the redemption date (assuming the Series VV Notes matured on the Series VV Par Call Date) on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate plus 20 basis points less (b) interest accrued to the date of redemption, and (2) 100% of the principal amount of the Series VV Notes to be redeemed, plus, in either case, accrued and unpaid interest on the Series VV Notes to the redemption date.

On or after the Series VV Par Call Date, the Company may redeem the Series VV Notes, in whole or in part, at any time and from time to time, at its option, at a redemption price equal to 100% of the principal amount of the Series VV Notes being redeemed plus accrued and unpaid interest on the Series VV Notes to the redemption date.

<b>Change of Control:</b>	Issuer repurchase offer required following certain changes of control as described in the Preliminary Prospectus Supplement dated August 18, 2025.
<b>Trade Date:</b>	August 18, 2025
<b>Expected Settlement Date**:</b>	August 20, 2025 (T+2)
<b>CUSIP / ISIN:</b>	571903 BX0 / US571903BX08
<b>Denominations:</b>	\$2,000 and integral multiples of \$1,000 in excess thereof
<b>Joint Book-Running Managers:</b>	Wells Fargo Securities, LLC PNC Capital Markets LLC Scotia Capital (USA) Inc. Truist Securities, Inc. BofA Securities, Inc. Deutsche Bank Securities Inc. J.P. Morgan Securities LLC Citigroup Global Markets Inc. Fifth Third Securities, Inc. U.S. Bancorp Investments, Inc. Goldman Sachs & Co. LLC
<b>Senior Co-Managers:</b>	HSBC Securities (USA) Inc. ICBC Standard Bank Plc Siebert Williams Shank & Co., LLC TD Securities (USA) LLC Loop Capital Markets LLC BNY Mellon Capital Markets, LLC Capital One Securities, Inc. UniCredit Capital Markets LLC NatWest Markets Securities Inc. Standard Chartered Bank

- \* Note: A securities rating is not a recommendation to buy, sell or hold securities and may be subject to revision or withdrawal at any time.
- \*\* We expect to deliver the notes against payment for the notes on or about August 20, 2025, which will be the second business day following the date of the pricing of the notes (this settlement cycle being referred to as “T+2”). Under Rule 15c6-1 under the Securities Exchange Act of 1934, as amended, trades in the secondary market generally are required to settle in one business day, unless the parties to a trade expressly agree otherwise. Accordingly, purchasers who wish to trade their notes prior to the business day before settlement will be required, by virtue of the fact that the notes initially will settle in T+2, to specify alternative settlement arrangements to prevent a failed settlement. Purchasers of the notes who wish to trade their notes prior to the business day before settlement should consult their own advisors.

**The issuer has filed a registration statement (including a prospectus) with the SEC for the offering to which this communication relates. Before you invest, you should read the prospectus in that registration statement and other documents the issuer has filed with the SEC for more complete information about the issuer and this offering. You may get these documents for free by visiting EDGAR on the SEC web site at [www.sec.gov](http://www.sec.gov). Alternatively, the issuer, any underwriter or any dealer participating in the offering will arrange to send you the prospectus if you request it by calling Wells Fargo Securities, LLC at (800) 645-3751, PNC Capital Markets LLC at (855) 881-0697, Scotia Capital (USA) Inc. at 1-800-372-3930 or Truist Securities, Inc. at 1-800-685-4786.**

THIS SECURITY IS A GLOBAL SECURITY WITHIN THE MEANING OF THE INDENTURE HEREINAFTER REFERRED TO AND IS REGISTERED IN THE NAME OF A DEPOSITARY OR A NOMINEE THEREOF. THIS SECURITY MAY NOT BE EXCHANGED IN WHOLE OR IN PART FOR A SECURITY REGISTERED, AND NO TRANSFER OF THIS SECURITY IN WHOLE OR IN PART MAY BE REGISTERED, IN THE NAME OF ANY PERSON OTHER THAN SUCH DEPOSITARY OR A NOMINEE THEREOF, EXCEPT IN THE LIMITED CIRCUMSTANCES DESCRIBED IN THE INDENTURE.

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITARY TRUST COMPANY, A NEW YORK CORPORATION ("DTC"), TO ISSUER OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

MARRIOTT INTERNATIONAL, INC.  
4.200% Series TT Notes due 2027

No. R-  
CUSIP 571903 BV4

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MARRIOTT INTERNATIONAL, INC., a corporation duly organized and existing under the laws of Delaware (herein called the "Company," which term includes any successor Person under the Indenture hereinafter referred to), for value received, hereby promises to pay to Cede & Co., or registered assigns, the principal sum of                      Dollars on July 15, 2027 and to pay interest thereon from August 20, 2025, semi-annually on January 15 and July 15 in each year, commencing on January 15, 2026, at the rate of 4.200% per annum until the principal hereof is paid or made available for payment.

All such payments of principal, interest and premium, if any, shall be paid in immediately available funds. The interest so payable, and punctually paid or duly provided for, on any Interest Payment Date will, as provided in such Indenture, be paid to the Person in whose name this Security (or one or more Predecessor Securities) is registered at the close of business on the Regular Record Date for such interest, which shall be the January 1 or July 1 (whether or not a Business Day), as the case may be, next preceding such Interest Payment Date. Any such interest not so punctually paid or duly provided for will forthwith cease to be payable to the Holder on such Regular Record Date and may either be paid to the Person in whose name this Security (or one or more Predecessor Securities) is registered at the close of business on a Special Record Date for the payment of such Defaulted Interest to be fixed by the Trustee, notice whereof shall be given to Holders of Securities of this series not less than 10 days prior to such Special Record Date, or be paid at any time in any other lawful manner not inconsistent with the requirements of any securities exchange on which the Securities of this series may be listed, and upon such notice as may be required by such exchange, all as more fully provided in said Indenture.

Payment of the principal of (and premium, if any) and interest on this Security will be made at the office or agency of the Trustee maintained for that purpose in New York, New York, in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts; *provided, however*, that payment of interest may be made by check mailed to the address of the Person entitled thereto as such address shall appear in the Security Register; and *provided, further*, that notwithstanding the foregoing, the Person in whose name this Security is registered may elect to receive payments of interest on this Security (other than at Maturity) by electronic funds transfer of immediately available funds to an account maintained by such Person, *provided* such Person so elects by giving written notice to a Paying Agent designating such account, no later than the January 1 or July 1 immediately preceding the January 15 or July 15 Interest Payment Date, as the case may be. Unless such designation is revoked by such Person, any such designation made by such Person with respect to such Securities shall remain in effect with respect to any future payments with respect to such Securities payable to such Person. If any Interest Payment Date, the stated maturity date or redemption or repurchase date for the Securities is not a Business Day, the payment otherwise required to be made on such date will be made on the next Business Day without any additional payment as a result of such delay.

Reference is hereby made to the further provisions of this Security set forth on the reverse hereof, which further provisions shall for all purposes have the same effect as if set forth at this place.

Unless the certificate of authentication hereon has been executed by the Trustee referred to on the reverse hereof by manual or electronic signature, this Security shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

IN WITNESS WHEREOF, the Company has caused this instrument to be duly executed under its corporate seal.

Dated:

MARRIOTT INTERNATIONAL, INC.

By:

\_\_\_\_\_  
Jennifer C. Mason  
Vice President and Treasurer

Attest:

\_\_\_\_\_  
Stephanie N. Carrick  
Assistant Secretary

*[Signature Page – Global Note]*

This is one of the Securities of the series designated therein referred to in the within-mentioned Indenture.

Dated:

THE BANK OF NEW YORK MELLON  
*as Trustee*

By: \_\_\_\_\_  
Authorized Officer

[*Signature Page – Global Note*]

This Security is one of a duly authorized issue of securities of the Company (herein called the “Securities”), issued and to be issued in one or more series under an Indenture, dated as of November 16, 1998 (herein called the “Indenture”, which term shall have the meaning assigned to it in such instrument), between the Company and The Bank of New York Mellon, successor to JPMorgan Chase Bank, N.A., formerly known as The Chase Manhattan Bank, as Trustee (herein called the “Trustee”, which term includes any successor trustee under the Indenture), and reference is hereby made to the Indenture for a statement of the respective rights, limitations of rights, duties and immunities thereunder of the Company, the Trustee and the Holders of the Securities and of the terms upon which the Securities are, and are to be, authenticated and delivered, as modified by the provisions set forth below and on the face hereof. This Security is one of the series designated on the face hereof, limited initially in aggregate principal amount to \$400,000,000. The Company may subsequently issue additional securities as part of this series of Securities under the Indenture.

The Company may redeem the Securities in whole or in part, at any time and from time to time, at its option, prior to July 15, 2027 (the date that is the maturity date of the Securities), at a Redemption Price (expressed as a percentage of principal amount and rounded to three decimal places) equal to the greater of (1) (a) the sum of the present values of the remaining scheduled payments of principal and interest thereon discounted to the Redemption Date on a semiannual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate plus 10 basis points less (b) interest accrued to the date of redemption, and (2) 100% of the principal amount of the Securities to be redeemed, plus, in either case, accrued and unpaid interest thereon to the Redemption Date.

The Company’s actions and determinations in determining the Redemption Price shall be conclusive and binding for all purposes, absent manifest error.

Notice of any redemption shall be mailed or electronically delivered (or otherwise transmitted in accordance with the depository’s procedures) at least 10 days but not more than 60 days before the Redemption Date to each Holder of Securities to be redeemed.

In the case of a partial redemption, selection of the Securities for redemption shall be made by lot. No Securities of a principal amount of \$2,000 or less shall be redeemed in part. If any Security is to be redeemed in part only, the notice of redemption that relates to the Security shall state the portion of the principal amount of the Security to be redeemed. A new Security in a principal amount equal to the unredeemed portion of the Security shall be issued in the name of the Holder of the Security upon surrender for cancellation of the original Security. For so long as the Securities are held by DTC (or another Depository), the redemption of the Securities shall be done in accordance with the policies and procedures of the Depository.

Unless the Company defaults in payment of the Redemption Price, on and after the Redemption Date, interest will cease to accrue on the Securities or portions thereof called for redemption.

“*Treasury Rate*” means, with respect to any Redemption Date, the yield determined by the Company in accordance with the following two paragraphs.

The Treasury Rate shall be determined by the Company after 4:15 p.m., New York City time (or after such time as yields on U.S. government securities are posted daily by the Board of Governors of the Federal Reserve System), on the third business day preceding the date of the notice of redemption based upon the yield or yields for the most recent day that appear after such time on such day in the most recent statistical release published by the Board of Governors of the Federal Reserve System designated as “Selected Interest Rates (Daily)—H.15” (or any successor designation or publication) (“H.15”) under the caption “U.S. government securities—Treasury constant maturities—Nominal” (or any successor caption or heading). In determining the Treasury Rate, the Company shall select, as applicable: (1) the yield for the Treasury constant maturity on H.15 exactly equal to the period from the Redemption Date to the maturity date of the Securities (the “Remaining Life”); or (2) if there is no such Treasury constant maturity on H.15 exactly equal to the Remaining Life, the two yields – one yield corresponding to the Treasury constant maturity on H.15 immediately shorter than and one yield corresponding to the Treasury constant maturity on H.15 immediately longer than the Remaining Life – and shall interpolate to the maturity date of the Securities on a straight-line basis (using the actual number of days) using such yields and rounding the result to three decimal places; or (3) if there is no such Treasury constant maturity on H.15 shorter than or longer than the Remaining Life, the yield for the single Treasury constant maturity on H.15 closest to the Remaining Life. For purposes of this paragraph, the applicable Treasury constant maturity or maturities on H.15 shall be deemed to have a maturity date equal to the relevant number of months or years, as applicable, of such Treasury constant maturity from the Redemption Date.

If on the third business day preceding the date of the notice of redemption H.15 or any successor designation or publication is no longer published, the Company shall calculate the Treasury Rate based on the rate per annum equal to the semiannual equivalent yield to maturity at 11:00 a.m., New York City time, on the second business day preceding such redemption notice date of the United States Treasury security maturing on, or with a maturity that is closest to, the maturity date of the Securities as applicable. If there is no United States Treasury security maturing on the maturity date of the Securities but there are two or more United States Treasury securities with a maturity date equally distant from the maturity date of the Securities, one with a maturity date preceding the maturity date of the Securities and one with a maturity date following the maturity date of the Securities, the Company shall select the United States Treasury security with a maturity date preceding the maturity date of the Securities. If there are two or more United States Treasury securities maturing on the maturity date of the Securities or two or more United States Treasury securities meeting the criteria of the preceding sentence, the Company shall select from among these two or more United States Treasury securities the United States Treasury security that is trading closest to par based upon the average of the bid and asked prices for such United States Treasury securities at 11:00 a.m., New York City time. In determining the Treasury Rate in accordance with the terms of this paragraph, the semiannual yield to maturity of the applicable United States Treasury security shall be based upon the average of the bid and asked prices (expressed as a percentage of principal amount) at 11:00 a.m., New York City time, of such United States Treasury security, and rounded to three decimal places.

If a Change of Control Repurchase Event (as defined below) occurs, unless the Company has exercised its right to redeem the Securities of this series, the Company will make an offer to each Holder of the Securities of this series to repurchase all or any part (in excess of \$2,000 in integral multiples of \$1,000) of that Holder’s Securities of this series at a repurchase price in cash equal to 101% of the aggregate principal amount of the Securities of this series repurchased plus

any accrued and unpaid interest on the Securities of this series repurchased to the date of purchase. Within 30 days following any Change of Control Repurchase Event or, at the Company's option, prior to any Change of Control (as defined below), but after the public announcement of the Change of Control, the Company will deliver a notice to each Holder, with a copy to the Trustee, describing the transaction or transactions that constitute or may constitute the Change of Control Repurchase Event and offering to repurchase the Securities of this series on the payment date specified in the notice, which date will be no earlier than 30 days and no later than 60 days from the date such notice is sent. The notice shall, if sent prior to the date of consummation of the Change of Control, state that the offer to purchase is conditioned on the Change of Control Repurchase Event occurring on or prior to the payment date specified in the notice. The Company will comply with the requirements of Rule 14e-1 under the Securities Exchange Act of 1934, as amended, and any other securities laws and regulations thereunder to the extent those laws and regulations are applicable in connection with the repurchase of the Securities of this series as a result of a Change of Control Repurchase Event. To the extent that the provisions of any securities laws or regulations conflict with the Change of Control Repurchase Event provisions herein, the Company will comply with the applicable securities laws and regulations and will not be deemed to have breached its obligations under the Change of Control Repurchase Event provisions herein by virtue of such conflict.

On the Change of Control Repurchase Event payment date, the Company will, to the extent lawful:

1. accept for payment all Securities of this series or portions of Securities of this series properly tendered pursuant to the Company's offer;
2. deposit with the Paying Agent an amount equal to the aggregate purchase price in respect of all Securities of this series or portions of Securities of this series properly tendered; and
3. deliver or cause to be delivered to the Trustee the Securities of this series properly accepted, together with an Officers' Certificate stating the aggregate principal amount of the Securities being purchased by the Company.

The Paying Agent will promptly pay to each Holder of the Securities of this series properly tendered the purchase price for the Securities, and the Trustee will promptly authenticate and deliver (or cause to be transferred by book-entry) to each Holder a new Security equal in principal amount to any unpurchased portion of any Securities surrendered; *provided* that each new Security will be in a principal amount of \$2,000 or an integral multiple of \$1,000.

The Company will not be required to make an offer to repurchase the Securities of this series upon a Change of Control Repurchase Event if a third party makes such an offer in the manner, at the times and otherwise in compliance with the requirements for an offer made by the Company and such third party purchases all Securities of this series properly tendered and not withdrawn under its offer.

*"Below Investment Grade Rating Event"* means the Securities of this series are rated below Investment Grade (as defined below) by both Rating Agencies (as defined below) on any date from the date of the public notice of an arrangement that could result in a Change of Control until the end of the 60-day period following public notice of the occurrence of a Change of Control (which period shall be extended so long as the rating of the Securities of this series is under publicly

announced consideration for possible downgrade by either of the Rating Agencies); *provided* that a Below Investment Grade Rating Event otherwise arising by virtue of a particular reduction in rating shall not be deemed to have occurred in respect of a particular Change of Control (and thus shall not be deemed a Below Investment Grade Rating Event for purposes of the definition of Change of Control Repurchase Event herein) if the Rating Agencies making the reduction in rating to which this definition would otherwise apply do not announce or publicly confirm or inform the Company in writing at its request that the reduction was the result, in whole or in part, of any event or circumstance comprised of or arising as a result of, or in respect of, the applicable Change of Control (whether or not the applicable Change of Control shall have occurred at the time of the Below Investment Grade Rating Event).

“*Change of Control*” means the consummation of any transaction (including, without limitation, any merger or consolidation) the result of which is that any “person” (as that term is used in Section 13(d)(3) of the Securities Exchange Act of 1934, as amended) becomes the beneficial owner, directly or indirectly, of more than 50% of the Company’s Voting Stock, measured by voting power rather than number of shares. Notwithstanding the foregoing, a transaction effected to create a holding company for the Company will not be deemed to involve a Change of Control if: (1) pursuant to such transaction the Company becomes a direct or indirect wholly owned subsidiary of such holding company and (2)(A) the direct or indirect holders of the Voting Stock of such holding company immediately following that transaction are substantially the same as the holders of the Company’s Voting Stock immediately prior to that transaction or (B) immediately following that transaction no person (other than a holding company satisfying the requirements of this sentence) is the beneficial owner, directly or indirectly, of more than 50% of the Voting Stock of such holding company, measured by voting power rather than number of shares.

“*Change of Control Repurchase Event*” means the occurrence of both a Change of Control and a Below Investment Grade Rating Event.

“*Investment Grade*” means a rating of Baa3 or better by Moody’s (or its equivalent under any successor rating categories of Moody’s); a rating of BBB- or better by S&P (or its equivalent under any successor rating categories of S&P); and the equivalent investment grade credit rating from any replacement Rating Agency or Rating Agencies selected by the Company.

“*Moody’s*” means Moody’s Investors Service, Inc. and its successors.

“*Rating Agency*” means (1) each of Moody’s and S&P; and (2) if either of Moody’s or S&P ceases to rate the Securities of this series or fails to make a rating of the Securities of this series publicly available for reasons outside of the Company’s control, a Substitute Rating Agency.

“*S&P*” means S&P Global Ratings and its successors.

“*Substitute Rating Agency*” means a “nationally recognized statistical rating organization” within the meaning of Section 3(a)(62) under the Securities Exchange Act of 1934, as amended, selected by the Company (as certified by a resolution of the Company’s board of directors) as a replacement agency for Moody’s or S&P, or both, as the case may be.

“*Voting Stock*” of any specified “person” (as that term is used in Section 13(d)(3) of the Securities Exchange Act of 1934, as amended) as of any date means the capital stock of such person that is at the time entitled to vote generally in the election of the board of directors of such person.

The Indenture contains provisions for defeasance at any time of the entire indebtedness of this Security or certain restrictive covenants and Events of Default with respect to this Security, in each case upon compliance with certain conditions set forth in the Indenture.

If an Event of Default with respect to Securities of this series shall occur and be continuing, the principal of the Securities of this series may be declared due and payable in the manner and with the effect provided in the Indenture.

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the Company and the rights of the Holders of the Securities of each series to be affected under the Indenture at any time by the Company and the Trustee with the consent of the Holders of 50% in principal amount of the Securities at the time Outstanding of each series to be affected. The Indenture also contains provisions permitting the Holders of specified percentages in principal amount of the Securities of each series at the time Outstanding, on behalf of the Holders of all Securities of such series, to waive compliance by the Company with certain provisions of the Indenture and certain past defaults under the Indenture and their consequences. Any such consent or waiver by the Holder of this Security shall be conclusive and binding upon such Holder and upon all future Holders of this Security and of any Security issued upon the registration of transfer hereof or in exchange herefor or in lieu hereof, whether or not notation of such consent or waiver is made upon this Security.

As provided in and subject to the provisions of the Indenture, the Holder of this Security shall not have the right to institute any proceeding with respect to the Indenture or for the appointment of a receiver or trustee or for any other remedy thereunder, unless such Holder shall have previously given the Trustee written notice of a continuing Event of Default with respect to the Securities of this series, the Holders of not less than 25% in principal amount of the Securities of this series at the time Outstanding shall have made written request to the Trustee to institute proceedings in respect of such Event of Default as Trustee and offered the Trustee indemnity satisfactory to it, and the Trustee shall not have received from the Holders of a majority in principal amount of Securities of this series at the time Outstanding a direction inconsistent with such request, and shall have failed to institute any such proceeding, for 60 days after receipt of such notice, request and offer of indemnity. The foregoing shall not apply to any suit instituted by the Holder of this Security for the enforcement of any payment of principal hereof or any premium or interest hereon on or after the respective due dates expressed herein.

No reference herein to the Indenture and no provision of this Security or of the Indenture shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of and any premium and interest on this Security at the times, place and rate, and in the coin or currency, herein prescribed.

As provided in the Indenture and subject to certain limitations therein set forth, the transfer of this Security is registrable in the Security Register, upon surrender of this Security for registration of transfer at the office or agency of the Trustee in any place where the principal of and any premium and interest on this Security are payable, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Company and the Security Registrar duly executed by, the Holder hereof or his attorney duly authorized in writing, and thereupon one or more new Securities of this series and of like tenor, of authorized denominations and for the same aggregate principal amount, will be issued to the designated transferee or transferees.

The Securities of this series are issuable only in registered form without coupons in denominations of \$2,000 and integral multiples of \$1,000 in excess thereof. As provided in the Indenture and subject to certain limitations therein set forth, Securities of this series are exchangeable for a like aggregate principal amount of Securities of this series and of like tenor of a different authorized denomination, as requested by the Holder surrendering the same.

In addition to the circumstances specified in Clause (2) of the last paragraph of Section 305 of the Indenture in which a Global Security of such series may be exchanged in whole or in part for Securities of such series registered, and any transfer of such Global Security in whole or in part may be registered, in the name of Persons other than the Depositary for such Global Security or a nominee thereof, the Company may, in its sole discretion, determine that such Global Security will be exchangeable for Securities registered in the name of Persons other than the Depositary or a nominee thereof and notify the Trustee of its decision.

No service charge shall be made for any such registration of transfer or exchange, but the Company may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

Prior to due presentment of this Security for registration of transfer, the Company, the Trustee and any agent of the Company or the Trustee may treat the Person in whose name this Security is registered as the owner hereof for all purposes, whether or not this Security be overdue, and neither the Company, the Trustee nor any such agent shall be affected by notice to the contrary.

All terms used in this Security which are defined in the Indenture shall have the meanings assigned to them in the Indenture.

The following abbreviations, when used in the inscription on the face of the within Security, shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM -- as tenants in common

UNIF GIFT MIN Act – \_\_\_\_\_ Custodian \_\_\_\_\_  
(Cust) (Minor)

TEN ENT -- as tenants by the entireties

under Uniform Gifts to Minors Act \_\_\_\_\_  
(State)

JT TEN -- as joint tenants with right of survivorship and not as tenants in common

Additional abbreviations may also be used though not in the above list

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE

\_\_\_\_\_  
(Name and Address of Assignee, including zip code, must be printed or typewritten)

the within Security, and all rights thereunder, hereby irrevocably constituting and appointing

\_\_\_\_\_  
Attorney to transfer said Security on the books of the Company, with full power of substitution in the premises.

Dated:

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Security in every particular, without alteration or enlargement of any change whatever.

THIS SECURITY IS A GLOBAL SECURITY WITHIN THE MEANING OF THE INDENTURE HEREINAFTER REFERRED TO AND IS REGISTERED IN THE NAME OF A DEPOSITARY OR A NOMINEE THEREOF. THIS SECURITY MAY NOT BE EXCHANGED IN WHOLE OR IN PART FOR A SECURITY REGISTERED, AND NO TRANSFER OF THIS SECURITY IN WHOLE OR IN PART MAY BE REGISTERED, IN THE NAME OF ANY PERSON OTHER THAN SUCH DEPOSITARY OR A NOMINEE THEREOF, EXCEPT IN THE LIMITED CIRCUMSTANCES DESCRIBED IN THE INDENTURE.

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITARY TRUST COMPANY, A NEW YORK CORPORATION (“DTC”), TO ISSUER OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

MARRIOTT INTERNATIONAL, INC.  
4.500% Series UU Notes due 2031

No. R-  
CUSIP 571903 BW2

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MARRIOTT INTERNATIONAL, INC., a corporation duly organized and existing under the laws of Delaware (herein called the “Company,” which term includes any successor Person under the Indenture hereinafter referred to), for value received, hereby promises to pay to Cede & Co., or registered assigns, the principal sum of                      Dollars on October 15, 2031 and to pay interest thereon from August 20, 2025, semi-annually on April 15 and October 15 in each year, commencing on April 15, 2026, at the rate of 4.500% per annum until the principal hereof is paid or made available for payment.

All such payments of principal, interest and premium, if any, shall be paid in immediately available funds. The interest so payable, and punctually paid or duly provided for, on any Interest Payment Date will, as provided in such Indenture, be paid to the Person in whose name this Security (or one or more Predecessor Securities) is registered at the close of business on the Regular Record Date for such interest, which shall be the April 1 or October 1 (whether or not a Business Day), as the case may be, next preceding such Interest Payment Date. Any such interest not so punctually paid or duly provided for will forthwith cease to be payable to the Holder on such Regular Record Date and may either be paid to the Person in whose name this Security (or one or more Predecessor Securities) is registered at the close of business on a Special Record Date for the payment of such Defaulted Interest to be fixed by the Trustee, notice whereof shall be given to Holders of Securities of this series not less than 10 days prior to such Special Record Date, or be paid at any time in any other lawful manner not inconsistent with the requirements of any securities exchange on which the Securities of this series may be listed, and upon such notice as may be required by such exchange, all as more fully provided in said Indenture.

Payment of the principal of (and premium, if any) and interest on this Security will be made at the office or agency of the Trustee maintained for that purpose in New York, New York, in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts; *provided, however*, that payment of interest may be made by check mailed to the address of the Person entitled thereto as such address shall appear in the Security Register; and *provided, further*, that notwithstanding the foregoing, the Person in whose name this Security is registered may elect to receive payments of interest on this Security (other than at Maturity) by electronic funds transfer of immediately available funds to an account maintained by such Person, *provided* such Person so elects by giving written notice to a Paying Agent designating such account, no later than the April 1 or October 1 immediately preceding the April 15 or October 15 Interest Payment Date, as the case may be. Unless such designation is revoked by such Person, any such designation made by such Person with respect to such Securities shall remain in effect with respect to any future payments with respect to such Securities payable to such Person. If any Interest Payment Date, the stated maturity date or redemption or repurchase date for the Securities is not a Business Day, the payment otherwise required to be made on such date will be made on the next Business Day without any additional payment as a result of such delay.

Reference is hereby made to the further provisions of this Security set forth on the reverse hereof, which further provisions shall for all purposes have the same effect as if set forth at this place.

Unless the certificate of authentication hereon has been executed by the Trustee referred to on the reverse hereof by manual or electronic signature, this Security shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

IN WITNESS WHEREOF, the Company has caused this instrument to be duly executed under its corporate seal.

Dated:

MARRIOTT INTERNATIONAL, INC.

By:

\_\_\_\_\_  
Jennifer C. Mason  
Vice President and Treasurer

Attest:

\_\_\_\_\_  
Stephanie N. Carrick  
Assistant Secretary

*[Signature Page – Global Note]*

This is one of the Securities of the series designated therein referred to in the within-mentioned Indenture.

Dated:

THE BANK OF NEW YORK MELLON  
*as Trustee*

By: \_\_\_\_\_  
Authorized Officer

[*Signature Page – Global Note*]

This Security is one of a duly authorized issue of securities of the Company (herein called the “Securities”), issued and to be issued in one or more series under an Indenture, dated as of November 16, 1998 (herein called the “Indenture”, which term shall have the meaning assigned to it in such instrument), between the Company and The Bank of New York Mellon, successor to JPMorgan Chase Bank, N.A., formerly known as The Chase Manhattan Bank, as Trustee (herein called the “Trustee”, which term includes any successor trustee under the Indenture), and reference is hereby made to the Indenture for a statement of the respective rights, limitations of rights, duties and immunities thereunder of the Company, the Trustee and the Holders of the Securities and of the terms upon which the Securities are, and are to be, authenticated and delivered, as modified by the provisions set forth below and on the face hereof. This Security is one of the series designated on the face hereof, limited initially in aggregate principal amount to \$500,000,000. The Company may subsequently issue additional securities as part of this series of Securities under the Indenture.

The Company may redeem the Securities in whole or in part, at any time and from time to time, at its option, prior to September 15, 2031 (one month prior to the maturity date of the Securities) (the “Par Call Date”), at a Redemption Price (expressed as a percentage of principal amount and rounded to three decimal places) equal to the greater of (1) (a) the sum of the present values of the remaining scheduled payments of principal and interest thereon discounted to the Redemption Date (assuming the Securities matured on the Par Call Date) on a semiannual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate plus 15 basis points less (b) interest accrued to the date of redemption, and (2) 100% of the principal amount of the Securities to be redeemed, plus, in either case, accrued and unpaid interest thereon to the Redemption Date.

On or after the Par Call Date, the Company may redeem the Securities in whole or in part, at any time and from time to time, at its option, at a Redemption Price equal to 100% of the principal amount of the Securities being redeemed plus accrued and unpaid interest thereon to the Redemption Date.

The Company’s actions and determinations in determining the Redemption Price shall be conclusive and binding for all purposes, absent manifest error.

Notice of any redemption shall be mailed or electronically delivered (or otherwise transmitted in accordance with the depository’s procedures) at least 10 days but not more than 60 days before the Redemption Date to each Holder of Securities to be redeemed.

In the case of a partial redemption, selection of the Securities for redemption shall be made by lot. No Securities of a principal amount of \$2,000 or less shall be redeemed in part. If any Security is to be redeemed in part only, the notice of redemption that relates to the Security shall state the portion of the principal amount of the Security to be redeemed. A new Security in a principal amount equal to the unredeemed portion of the Security shall be issued in the name of the Holder of the Security upon surrender for cancellation of the original Security. For so long as the Securities are held by DTC (or another Depository), the redemption of the Securities shall be done in accordance with the policies and procedures of the Depository.

Unless the Company defaults in payment of the Redemption Price, on and after the Redemption Date, interest will cease to accrue on the Securities or portions thereof called for redemption.

“*Treasury Rate*” means, with respect to any Redemption Date, the yield determined by the Company in accordance with the following two paragraphs.

The Treasury Rate shall be determined by the Company after 4:15 p.m., New York City time (or after such time as yields on U.S. government securities are posted daily by the Board of Governors of the Federal Reserve System), on the third business day preceding the date of the notice of redemption based upon the yield or yields for the most recent day that appear after such time on such day in the most recent statistical release published by the Board of Governors of the Federal Reserve System designated as “Selected Interest Rates (Daily)—H.15” (or any successor designation or publication) (“H.15”) under the caption “U.S. government securities—Treasury constant maturities—Nominal” (or any successor caption or heading). In determining the Treasury Rate, the Company shall select, as applicable: (1) the yield for the Treasury constant maturity on H.15 exactly equal to the period from the Redemption Date to the Par Call Date (the “Remaining Life”); or (2) if there is no such Treasury constant maturity on H.15 exactly equal to the Remaining Life, the two yields – one yield corresponding to the Treasury constant maturity on H.15 immediately shorter than and one yield corresponding to the Treasury constant maturity on H.15 immediately longer than the Remaining Life – and shall interpolate to the Par Call Date on a straight-line basis (using the actual number of days) using such yields and rounding the result to three decimal places; or (3) if there is no such Treasury constant maturity on H.15 shorter than or longer than the Remaining Life, the yield for the single Treasury constant maturity on H.15 closest to the Remaining Life. For purposes of this paragraph, the applicable Treasury constant maturity or maturities on H.15 shall be deemed to have a maturity date equal to the relevant number of months or years, as applicable, of such Treasury constant maturity from the Redemption Date.

If on the third business day preceding the date of the notice of redemption H.15 or any successor designation or publication is no longer published, the Company shall calculate the Treasury Rate based on the rate per annum equal to the semiannual equivalent yield to maturity at 11:00 a.m., New York City time, on the second business day preceding such redemption notice date of the United States Treasury security maturing on, or with a maturity that is closest to, the Par Call Date, as applicable. If there is no United States Treasury security maturing on the Par Call Date but there are two or more United States Treasury securities with a maturity date equally distant from the Par Call Date, one with a maturity date preceding the Par Call Date and one with a maturity date following the Par Call Date, the Company shall select the United States Treasury security with a maturity date preceding the Par Call Date. If there are two or more United States Treasury securities maturing on the Par Call Date or two or more United States Treasury securities meeting the criteria of the preceding sentence, the Company shall select from among these two or more United States Treasury securities the United States Treasury security that is trading closest to par based upon the average of the bid and asked prices for such United States Treasury securities at 11:00 a.m., New York City time. In determining the Treasury Rate in accordance with the terms of this paragraph, the semiannual yield to maturity of the applicable United States Treasury security shall be based upon the average of the bid and asked prices (expressed as a percentage of principal amount) at 11:00 a.m., New York City time, of such United States Treasury security, and rounded to three decimal places.

If a Change of Control Repurchase Event (as defined below) occurs, unless the Company has exercised its right to redeem the Securities of this series, the Company will make an offer to each Holder of the Securities of this series to repurchase all or any part (in excess of \$2,000 in integral multiples of \$1,000) of that Holder's Securities of this series at a repurchase price in cash equal to 101% of the aggregate principal amount of the Securities of this series repurchased plus any accrued and unpaid interest on the Securities of this series repurchased to the date of purchase. Within 30 days following any Change of Control Repurchase Event or, at the Company's option, prior to any Change of Control (as defined below), but after the public announcement of the Change of Control, the Company will deliver a notice to each Holder, with a copy to the Trustee, describing the transaction or transactions that constitute or may constitute the Change of Control Repurchase Event and offering to repurchase the Securities of this series on the payment date specified in the notice, which date will be no earlier than 30 days and no later than 60 days from the date such notice is sent. The notice shall, if sent prior to the date of consummation of the Change of Control, state that the offer to purchase is conditioned on the Change of Control Repurchase Event occurring on or prior to the payment date specified in the notice. The Company will comply with the requirements of Rule 14e-1 under the Securities Exchange Act of 1934, as amended, and any other securities laws and regulations thereunder to the extent those laws and regulations are applicable in connection with the repurchase of the Securities of this series as a result of a Change of Control Repurchase Event. To the extent that the provisions of any securities laws or regulations conflict with the Change of Control Repurchase Event provisions herein, the Company will comply with the applicable securities laws and regulations and will not be deemed to have breached its obligations under the Change of Control Repurchase Event provisions herein by virtue of such conflict.

On the Change of Control Repurchase Event payment date, the Company will, to the extent lawful:

1. accept for payment all Securities of this series or portions of Securities of this series properly tendered pursuant to the Company's offer;
2. deposit with the Paying Agent an amount equal to the aggregate purchase price in respect of all Securities of this series or portions of Securities of this series properly tendered; and
3. deliver or cause to be delivered to the Trustee the Securities of this series properly accepted, together with an Officers' Certificate stating the aggregate principal amount of the Securities being purchased by the Company.

The Paying Agent will promptly pay to each Holder of the Securities of this series properly tendered the purchase price for the Securities, and the Trustee will promptly authenticate and deliver (or cause to be transferred by book-entry) to each Holder a new Security equal in principal amount to any unpurchased portion of any Securities surrendered; *provided* that each new Security will be in a principal amount of \$2,000 or an integral multiple of \$1,000.

The Company will not be required to make an offer to repurchase the Securities of this series upon a Change of Control Repurchase Event if a third party makes such an offer in the manner, at the times and otherwise in compliance with the requirements for an offer made by the Company and such third party purchases all Securities of this series properly tendered and not withdrawn under its offer.

“*Below Investment Grade Rating Event*” means the Securities of this series are rated below Investment Grade (as defined below) by both Rating Agencies (as defined below) on any date from the date of the public notice of an arrangement that could result in a Change of Control until the end of the 60-day period following public notice of the occurrence of a Change of Control (which period shall be extended so long as the rating of the Securities of this series is under publicly announced consideration for possible downgrade by either of the Rating Agencies); *provided* that a Below Investment Grade Rating Event otherwise arising by virtue of a particular reduction in rating shall not be deemed to have occurred in respect of a particular Change of Control (and thus shall not be deemed a Below Investment Grade Rating Event for purposes of the definition of Change of Control Repurchase Event herein) if the Rating Agencies making the reduction in rating to which this definition would otherwise apply do not announce or publicly confirm or inform the Company in writing at its request that the reduction was the result, in whole or in part, of any event or circumstance comprised of or arising as a result of, or in respect of, the applicable Change of Control (whether or not the applicable Change of Control shall have occurred at the time of the Below Investment Grade Rating Event).

“*Change of Control*” means the consummation of any transaction (including, without limitation, any merger or consolidation) the result of which is that any “person” (as that term is used in Section 13(d)(3) of the Securities Exchange Act of 1934, as amended) becomes the beneficial owner, directly or indirectly, of more than 50% of the Company’s Voting Stock, measured by voting power rather than number of shares. Notwithstanding the foregoing, a transaction effected to create a holding company for the Company will not be deemed to involve a Change of Control if: (1) pursuant to such transaction the Company becomes a direct or indirect wholly owned subsidiary of such holding company and (2)(A) the direct or indirect holders of the Voting Stock of such holding company immediately following that transaction are substantially the same as the holders of the Company’s Voting Stock immediately prior to that transaction or (B) immediately following that transaction no person (other than a holding company satisfying the requirements of this sentence) is the beneficial owner, directly or indirectly, of more than 50% of the Voting Stock of such holding company, measured by voting power rather than number of shares.

“*Change of Control Repurchase Event*” means the occurrence of both a Change of Control and a Below Investment Grade Rating Event.

“*Investment Grade*” means a rating of Baa3 or better by Moody’s (or its equivalent under any successor rating categories of Moody’s); a rating of BBB- or better by S&P (or its equivalent under any successor rating categories of S&P); and the equivalent investment grade credit rating from any replacement Rating Agency or Rating Agencies selected by the Company.

“*Moody’s*” means Moody’s Investors Service, Inc. and its successors.

“*Rating Agency*” means (1) each of Moody’s and S&P; and (2) if either of Moody’s or S&P ceases to rate the Securities of this series or fails to make a rating of the Securities of this series publicly available for reasons outside of the Company’s control, a Substitute Rating Agency.

“*S&P*” means S&P Global Ratings and its successors.

“*Substitute Rating Agency*” means a “nationally recognized statistical rating organization” within the meaning of Section 3(a)(62) under the Securities Exchange Act of 1934, as amended, selected by the Company (as certified by a resolution of the Company’s board of directors) as a replacement agency for Moody’s or S&P, or both, as the case may be.

“*Voting Stock*” of any specified “person” (as that term is used in Section 13(d)(3) of the Securities Exchange Act of 1934, as amended) as of any date means the capital stock of such person that is at the time entitled to vote generally in the election of the board of directors of such person.

The Indenture contains provisions for defeasance at any time of the entire indebtedness of this Security or certain restrictive covenants and Events of Default with respect to this Security, in each case upon compliance with certain conditions set forth in the Indenture.

If an Event of Default with respect to Securities of this series shall occur and be continuing, the principal of the Securities of this series may be declared due and payable in the manner and with the effect provided in the Indenture.

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the Company and the rights of the Holders of the Securities of each series to be affected under the Indenture at any time by the Company and the Trustee with the consent of the Holders of 50% in principal amount of the Securities at the time Outstanding of each series to be affected. The Indenture also contains provisions permitting the Holders of specified percentages in principal amount of the Securities of each series at the time Outstanding, on behalf of the Holders of all Securities of such series, to waive compliance by the Company with certain provisions of the Indenture and certain past defaults under the Indenture and their consequences. Any such consent or waiver by the Holder of this Security shall be conclusive and binding upon such Holder and upon all future Holders of this Security and of any Security issued upon the registration of transfer hereof or in exchange herefor or in lieu hereof, whether or not notation of such consent or waiver is made upon this Security.

As provided in and subject to the provisions of the Indenture, the Holder of this Security shall not have the right to institute any proceeding with respect to the Indenture or for the appointment of a receiver or trustee or for any other remedy thereunder, unless such Holder shall have previously given the Trustee written notice of a continuing Event of Default with respect to the Securities of this series, the Holders of not less than 25% in principal amount of the Securities of this series at the time Outstanding shall have made written request to the Trustee to institute proceedings in respect of such Event of Default as Trustee and offered the Trustee indemnity satisfactory to it, and the Trustee shall not have received from the Holders of a majority in principal amount of Securities of this series at the time Outstanding a direction inconsistent with such request, and shall have failed to institute any such proceeding, for 60 days after receipt of such notice, request and offer of indemnity. The foregoing shall not apply to any suit instituted by the Holder of this Security for the enforcement of any payment of principal hereof or any premium or interest hereon on or after the respective due dates expressed herein.

No reference herein to the Indenture and no provision of this Security or of the Indenture shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of and any premium and interest on this Security at the times, place and rate, and in the coin or currency, herein prescribed.

As provided in the Indenture and subject to certain limitations therein set forth, the transfer of this Security is registrable in the Security Register, upon surrender of this Security for registration of transfer at the office or agency of the Trustee in any place where the principal of and any premium and interest on this Security are payable, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Company and the Security Registrar duly executed by, the Holder hereof or his attorney duly authorized in writing, and thereupon one or more new Securities of this series and of like tenor, of authorized denominations and for the same aggregate principal amount, will be issued to the designated transferee or transferees.

The Securities of this series are issuable only in registered form without coupons in denominations of \$2,000 and integral multiples of \$1,000 in excess thereof. As provided in the Indenture and subject to certain limitations therein set forth, Securities of this series are exchangeable for a like aggregate principal amount of Securities of this series and of like tenor of a different authorized denomination, as requested by the Holder surrendering the same.

In addition to the circumstances specified in Clause (2) of the last paragraph of Section 305 of the Indenture in which a Global Security of such series may be exchanged in whole or in part for Securities of such series registered, and any transfer of such Global Security in whole or in part may be registered, in the name of Persons other than the Depositary for such Global Security or a nominee thereof, the Company may, in its sole discretion, determine that such Global Security will be exchangeable for Securities registered in the name of Persons other than the Depositary or a nominee thereof and notify the Trustee of its decision.

No service charge shall be made for any such registration of transfer or exchange, but the Company may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

Prior to due presentment of this Security for registration of transfer, the Company, the Trustee and any agent of the Company or the Trustee may treat the Person in whose name this Security is registered as the owner hereof for all purposes, whether or not this Security be overdue, and neither the Company, the Trustee nor any such agent shall be affected by notice to the contrary.

All terms used in this Security which are defined in the Indenture shall have the meanings assigned to them in the Indenture.

The following abbreviations, when used in the inscription on the face of the within Security, shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM -- as tenants in common

UNIF GIFT MIN Act – \_\_\_\_\_ Custodian \_\_\_\_\_  
(Cust) (Minor)

TEN ENT -- as tenants by the entireties

under Uniform Gifts to Minors Act \_\_\_\_\_  
(State)

JT TEN -- as joint tenants with right of survivorship and not as tenants in common

Additional abbreviations may also be used though not in the above list

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE

\_\_\_\_\_  
(Name and Address of Assignee, including zip code, must be printed or typewritten)

the within Security, and all rights thereunder, hereby irrevocably constituting and appointing

\_\_\_\_\_  
Attorney to transfer said Security on the books of the Company, with full power of substitution in the premises.

Dated:

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Security in every particular, without alteration or enlargement of any change whatever.

THIS SECURITY IS A GLOBAL SECURITY WITHIN THE MEANING OF THE INDENTURE HEREINAFTER REFERRED TO AND IS REGISTERED IN THE NAME OF A DEPOSITARY OR A NOMINEE THEREOF. THIS SECURITY MAY NOT BE EXCHANGED IN WHOLE OR IN PART FOR A SECURITY REGISTERED, AND NO TRANSFER OF THIS SECURITY IN WHOLE OR IN PART MAY BE REGISTERED, IN THE NAME OF ANY PERSON OTHER THAN SUCH DEPOSITARY OR A NOMINEE THEREOF, EXCEPT IN THE LIMITED CIRCUMSTANCES DESCRIBED IN THE INDENTURE.

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITARY TRUST COMPANY, A NEW YORK CORPORATION (“DTC”), TO ISSUER OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

MARRIOTT INTERNATIONAL, INC.  
5.250% Series VV Notes due 2035

No. R-  
CUSIP 571903 BX0

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MARRIOTT INTERNATIONAL, INC., a corporation duly organized and existing under the laws of Delaware (herein called the “Company,” which term includes any successor Person under the Indenture hereinafter referred to), for value received, hereby promises to pay to Cede & Co., or registered assigns, the principal sum of                      Dollars on October 15, 2035 and to pay interest thereon from August 20, 2025, semi-annually on April 15 and October 15 in each year, commencing on April 15, 2026, at the rate of 5.250% per annum until the principal hereof is paid or made available for payment.

All such payments of principal, interest and premium, if any, shall be paid in immediately available funds. The interest so payable, and punctually paid or duly provided for, on any Interest Payment Date will, as provided in such Indenture, be paid to the Person in whose name this Security (or one or more Predecessor Securities) is registered at the close of business on the Regular Record Date for such interest, which shall be the April 1 or October 1 (whether or not a Business Day), as the case may be, next preceding such Interest Payment Date. Any such interest not so punctually paid or duly provided for will forthwith cease to be payable to the Holder on such Regular Record Date and may either be paid to the Person in whose name this Security (or one or more Predecessor Securities) is registered at the close of business on a Special Record Date for the payment of such Defaulted Interest to be fixed by the Trustee, notice whereof shall be given to Holders of Securities of this series not less than 10 days prior to such Special Record Date, or be paid at any time in any other lawful manner not inconsistent with the requirements of any securities exchange on which the Securities of this series may be listed, and upon such notice as may be required by such exchange, all as more fully provided in said Indenture.

Payment of the principal of (and premium, if any) and interest on this Security will be made at the office or agency of the Trustee maintained for that purpose in New York, New York, in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts; *provided, however*, that payment of interest may be made by check mailed to the address of the Person entitled thereto as such address shall appear in the Security Register; and *provided, further*, that notwithstanding the foregoing, the Person in whose name this Security is registered may elect to receive payments of interest on this Security (other than at Maturity) by electronic funds transfer of immediately available funds to an account maintained by such Person, *provided* such Person so elects by giving written notice to a Paying Agent designating such account, no later than the April 1 or October 1 immediately preceding the April 15 or October 15 Interest Payment Date, as the case may be. Unless such designation is revoked by such Person, any such designation made by such Person with respect to such Securities shall remain in effect with respect to any future payments with respect to such Securities payable to such Person. If any Interest Payment Date, the stated maturity date or redemption or repurchase date for the Securities is not a Business Day, the payment otherwise required to be made on such date will be made on the next Business Day without any additional payment as a result of such delay.

Reference is hereby made to the further provisions of this Security set forth on the reverse hereof, which further provisions shall for all purposes have the same effect as if set forth at this place.

Unless the certificate of authentication hereon has been executed by the Trustee referred to on the reverse hereof by manual or electronic signature, this Security shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

IN WITNESS WHEREOF, the Company has caused this instrument to be duly executed under its corporate seal.

Dated:

MARRIOTT INTERNATIONAL, INC.

By:

\_\_\_\_\_  
Jennifer C. Mason  
Vice President and Treasurer

Attest:

\_\_\_\_\_  
Stephanie N. Carrick  
Assistant Secretary

*[Signature Page – Global Note]*

This is one of the Securities of the series designated therein referred to in the within-mentioned Indenture.

Dated:

THE BANK OF NEW YORK MELLON  
*as Trustee*

By: \_\_\_\_\_  
Authorized Officer

[*Signature Page – Global Note*]

This Security is one of a duly authorized issue of securities of the Company (herein called the “Securities”), issued and to be issued in one or more series under an Indenture, dated as of November 16, 1998 (herein called the “Indenture”, which term shall have the meaning assigned to it in such instrument), between the Company and The Bank of New York Mellon, successor to JPMorgan Chase Bank, N.A., formerly known as The Chase Manhattan Bank, as Trustee (herein called the “Trustee”, which term includes any successor trustee under the Indenture), and reference is hereby made to the Indenture for a statement of the respective rights, limitations of rights, duties and immunities thereunder of the Company, the Trustee and the Holders of the Securities and of the terms upon which the Securities are, and are to be, authenticated and delivered, as modified by the provisions set forth below and on the face hereof. This Security is one of the series designated on the face hereof, limited initially in aggregate principal amount to \$600,000,000. The Company may subsequently issue additional securities as part of this series of Securities under the Indenture.

The Company may redeem the Securities in whole or in part, at any time and from time to time, at its option, prior to July 15, 2035 (three months prior to the maturity date of the Securities) (the “Par Call Date”), at a Redemption Price (expressed as a percentage of principal amount and rounded to three decimal places) equal to the greater of (1) (a) the sum of the present values of the remaining scheduled payments of principal and interest thereon discounted to the Redemption Date (assuming the Securities matured on the Par Call Date) on a semiannual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate plus 20 basis points less (b) interest accrued to the date of redemption, and (2) 100% of the principal amount of the Securities to be redeemed, plus, in either case, accrued and unpaid interest thereon to the Redemption Date.

On or after the Par Call Date, the Company may redeem the Securities in whole or in part, at any time and from time to time, at its option, at a Redemption Price equal to 100% of the principal amount of the Securities being redeemed plus accrued and unpaid interest thereon to the Redemption Date.

The Company’s actions and determinations in determining the Redemption Price shall be conclusive and binding for all purposes, absent manifest error.

Notice of any redemption shall be mailed or electronically delivered (or otherwise transmitted in accordance with the depository’s procedures) at least 10 days but not more than 60 days before the Redemption Date to each Holder of Securities to be redeemed.

In the case of a partial redemption, selection of the Securities for redemption shall be made by lot. No Securities of a principal amount of \$2,000 or less shall be redeemed in part. If any Security is to be redeemed in part only, the notice of redemption that relates to the Security shall state the portion of the principal amount of the Security to be redeemed. A new Security in a principal amount equal to the unredeemed portion of the Security shall be issued in the name of the Holder of the Security upon surrender for cancellation of the original Security. For so long as the Securities are held by DTC (or another Depository), the redemption of the Securities shall be done in accordance with the policies and procedures of the Depository.

Unless the Company defaults in payment of the Redemption Price, on and after the Redemption Date, interest will cease to accrue on the Securities or portions thereof called for redemption.

“*Treasury Rate*” means, with respect to any Redemption Date, the yield determined by the Company in accordance with the following two paragraphs.

The Treasury Rate shall be determined by the Company after 4:15 p.m., New York City time (or after such time as yields on U.S. government securities are posted daily by the Board of Governors of the Federal Reserve System), on the third business day preceding the date of the notice of redemption based upon the yield or yields for the most recent day that appear after such time on such day in the most recent statistical release published by the Board of Governors of the Federal Reserve System designated as “Selected Interest Rates (Daily)—H.15” (or any successor designation or publication) (“H.15”) under the caption “U.S. government securities—Treasury constant maturities—Nominal” (or any successor caption or heading). In determining the Treasury Rate, the Company shall select, as applicable: (1) the yield for the Treasury constant maturity on H.15 exactly equal to the period from the Redemption Date to the Par Call Date (the “Remaining Life”); or (2) if there is no such Treasury constant maturity on H.15 exactly equal to the Remaining Life, the two yields – one yield corresponding to the Treasury constant maturity on H.15 immediately shorter than and one yield corresponding to the Treasury constant maturity on H.15 immediately longer than the Remaining Life – and shall interpolate to the Par Call Date on a straight-line basis (using the actual number of days) using such yields and rounding the result to three decimal places; or (3) if there is no such Treasury constant maturity on H.15 shorter than or longer than the Remaining Life, the yield for the single Treasury constant maturity on H.15 closest to the Remaining Life. For purposes of this paragraph, the applicable Treasury constant maturity or maturities on H.15 shall be deemed to have a maturity date equal to the relevant number of months or years, as applicable, of such Treasury constant maturity from the Redemption Date.

If on the third business day preceding the date of the notice of redemption H.15 or any successor designation or publication is no longer published, the Company shall calculate the Treasury Rate based on the rate per annum equal to the semiannual equivalent yield to maturity at 11:00 a.m., New York City time, on the second business day preceding such redemption notice date of the United States Treasury security maturing on, or with a maturity that is closest to, the Par Call Date, as applicable. If there is no United States Treasury security maturing on the Par Call Date but there are two or more United States Treasury securities with a maturity date equally distant from the Par Call Date, one with a maturity date preceding the Par Call Date and one with a maturity date following the Par Call Date, the Company shall select the United States Treasury security with a maturity date preceding the Par Call Date. If there are two or more United States Treasury securities maturing on the Par Call Date or two or more United States Treasury securities meeting the criteria of the preceding sentence, the Company shall select from among these two or more United States Treasury securities the United States Treasury security that is trading closest to par based upon the average of the bid and asked prices for such United States Treasury securities at 11:00 a.m., New York City time. In determining the Treasury Rate in accordance with the terms of this paragraph, the semiannual yield to maturity of the applicable United States Treasury security shall be based upon the average of the bid and asked prices (expressed as a percentage of principal amount) at 11:00 a.m., New York City time, of such United States Treasury security, and rounded to three decimal places.

If a Change of Control Repurchase Event (as defined below) occurs, unless the Company has exercised its right to redeem the Securities of this series, the Company will make an offer to each Holder of the Securities of this series to repurchase all or any part (in excess of \$2,000 in integral multiples of \$1,000) of that Holder’s Securities of this series at a repurchase price in cash equal to 101% of the aggregate principal amount of the Securities of this series repurchased plus

any accrued and unpaid interest on the Securities of this series repurchased to the date of purchase. Within 30 days following any Change of Control Repurchase Event or, at the Company's option, prior to any Change of Control (as defined below), but after the public announcement of the Change of Control, the Company will deliver a notice to each Holder, with a copy to the Trustee, describing the transaction or transactions that constitute or may constitute the Change of Control Repurchase Event and offering to repurchase the Securities of this series on the payment date specified in the notice, which date will be no earlier than 30 days and no later than 60 days from the date such notice is sent. The notice shall, if sent prior to the date of consummation of the Change of Control, state that the offer to purchase is conditioned on the Change of Control Repurchase Event occurring on or prior to the payment date specified in the notice. The Company will comply with the requirements of Rule 14e-1 under the Securities Exchange Act of 1934, as amended, and any other securities laws and regulations thereunder to the extent those laws and regulations are applicable in connection with the repurchase of the Securities of this series as a result of a Change of Control Repurchase Event. To the extent that the provisions of any securities laws or regulations conflict with the Change of Control Repurchase Event provisions herein, the Company will comply with the applicable securities laws and regulations and will not be deemed to have breached its obligations under the Change of Control Repurchase Event provisions herein by virtue of such conflict.

On the Change of Control Repurchase Event payment date, the Company will, to the extent lawful:

1. accept for payment all Securities of this series or portions of Securities of this series properly tendered pursuant to the Company's offer;
2. deposit with the Paying Agent an amount equal to the aggregate purchase price in respect of all Securities of this series or portions of Securities of this series properly tendered; and
3. deliver or cause to be delivered to the Trustee the Securities of this series properly accepted, together with an Officers' Certificate stating the aggregate principal amount of the Securities being purchased by the Company.

The Paying Agent will promptly pay to each Holder of the Securities of this series properly tendered the purchase price for the Securities, and the Trustee will promptly authenticate and deliver (or cause to be transferred by book-entry) to each Holder a new Security equal in principal amount to any unpurchased portion of any Securities surrendered; *provided* that each new Security will be in a principal amount of \$2,000 or an integral multiple of \$1,000.

The Company will not be required to make an offer to repurchase the Securities of this series upon a Change of Control Repurchase Event if a third party makes such an offer in the manner, at the times and otherwise in compliance with the requirements for an offer made by the Company and such third party purchases all Securities of this series properly tendered and not withdrawn under its offer.

*"Below Investment Grade Rating Event"* means the Securities of this series are rated below Investment Grade (as defined below) by both Rating Agencies (as defined below) on any date from the date of the public notice of an arrangement that could result in a Change of Control until the end of the 60-day period following public notice of the occurrence of a Change of Control (which period shall be extended so long as the rating of the Securities of this series is under publicly

announced consideration for possible downgrade by either of the Rating Agencies); *provided* that a Below Investment Grade Rating Event otherwise arising by virtue of a particular reduction in rating shall not be deemed to have occurred in respect of a particular Change of Control (and thus shall not be deemed a Below Investment Grade Rating Event for purposes of the definition of Change of Control Repurchase Event herein) if the Rating Agencies making the reduction in rating to which this definition would otherwise apply do not announce or publicly confirm or inform the Company in writing at its request that the reduction was the result, in whole or in part, of any event or circumstance comprised of or arising as a result of, or in respect of, the applicable Change of Control (whether or not the applicable Change of Control shall have occurred at the time of the Below Investment Grade Rating Event).

“*Change of Control*” means the consummation of any transaction (including, without limitation, any merger or consolidation) the result of which is that any “person” (as that term is used in Section 13(d)(3) of the Securities Exchange Act of 1934, as amended) becomes the beneficial owner, directly or indirectly, of more than 50% of the Company’s Voting Stock, measured by voting power rather than number of shares. Notwithstanding the foregoing, a transaction effected to create a holding company for the Company will not be deemed to involve a Change of Control if: (1) pursuant to such transaction the Company becomes a direct or indirect wholly owned subsidiary of such holding company and (2)(A) the direct or indirect holders of the Voting Stock of such holding company immediately following that transaction are substantially the same as the holders of the Company’s Voting Stock immediately prior to that transaction or (B) immediately following that transaction no person (other than a holding company satisfying the requirements of this sentence) is the beneficial owner, directly or indirectly, of more than 50% of the Voting Stock of such holding company, measured by voting power rather than number of shares.

“*Change of Control Repurchase Event*” means the occurrence of both a Change of Control and a Below Investment Grade Rating Event.

“*Investment Grade*” means a rating of Baa3 or better by Moody’s (or its equivalent under any successor rating categories of Moody’s); a rating of BBB- or better by S&P (or its equivalent under any successor rating categories of S&P); and the equivalent investment grade credit rating from any replacement Rating Agency or Rating Agencies selected by the Company.

“*Moody’s*” means Moody’s Investors Service, Inc. and its successors.

“*Rating Agency*” means (1) each of Moody’s and S&P; and (2) if either of Moody’s or S&P ceases to rate the Securities of this series or fails to make a rating of the Securities of this series publicly available for reasons outside of the Company’s control, a Substitute Rating Agency.

“*S&P*” means S&P Global Ratings and its successors.

“*Substitute Rating Agency*” means a “nationally recognized statistical rating organization” within the meaning of Section 3(a)(62) under the Securities Exchange Act of 1934, as amended, selected by the Company (as certified by a resolution of the Company’s board of directors) as a replacement agency for Moody’s or S&P, or both, as the case may be.

“*Voting Stock*” of any specified “person” (as that term is used in Section 13(d)(3) of the Securities Exchange Act of 1934, as amended) as of any date means the capital stock of such person that is at the time entitled to vote generally in the election of the board of directors of such person.

The Indenture contains provisions for defeasance at any time of the entire indebtedness of this Security or certain restrictive covenants and Events of Default with respect to this Security, in each case upon compliance with certain conditions set forth in the Indenture.

If an Event of Default with respect to Securities of this series shall occur and be continuing, the principal of the Securities of this series may be declared due and payable in the manner and with the effect provided in the Indenture.

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the Company and the rights of the Holders of the Securities of each series to be affected under the Indenture at any time by the Company and the Trustee with the consent of the Holders of 50% in principal amount of the Securities at the time Outstanding of each series to be affected. The Indenture also contains provisions permitting the Holders of specified percentages in principal amount of the Securities of each series at the time Outstanding, on behalf of the Holders of all Securities of such series, to waive compliance by the Company with certain provisions of the Indenture and certain past defaults under the Indenture and their consequences. Any such consent or waiver by the Holder of this Security shall be conclusive and binding upon such Holder and upon all future Holders of this Security and of any Security issued upon the registration of transfer hereof or in exchange herefor or in lieu hereof, whether or not notation of such consent or waiver is made upon this Security.

As provided in and subject to the provisions of the Indenture, the Holder of this Security shall not have the right to institute any proceeding with respect to the Indenture or for the appointment of a receiver or trustee or for any other remedy thereunder, unless such Holder shall have previously given the Trustee written notice of a continuing Event of Default with respect to the Securities of this series, the Holders of not less than 25% in principal amount of the Securities of this series at the time Outstanding shall have made written request to the Trustee to institute proceedings in respect of such Event of Default as Trustee and offered the Trustee indemnity satisfactory to it, and the Trustee shall not have received from the Holders of a majority in principal amount of Securities of this series at the time Outstanding a direction inconsistent with such request, and shall have failed to institute any such proceeding, for 60 days after receipt of such notice, request and offer of indemnity. The foregoing shall not apply to any suit instituted by the Holder of this Security for the enforcement of any payment of principal hereof or any premium or interest hereon on or after the respective due dates expressed herein.

No reference herein to the Indenture and no provision of this Security or of the Indenture shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of and any premium and interest on this Security at the times, place and rate, and in the coin or currency, herein prescribed.

As provided in the Indenture and subject to certain limitations therein set forth, the transfer of this Security is registrable in the Security Register, upon surrender of this Security for registration of transfer at the office or agency of the Trustee in any place where the principal of and any premium and interest on this Security are payable, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Company and the Security Registrar duly executed by, the Holder hereof or his attorney duly authorized in writing, and thereupon one or more new Securities of this series and of like tenor, of authorized denominations and for the same aggregate principal amount, will be issued to the designated transferee or transferees.

The Securities of this series are issuable only in registered form without coupons in denominations of \$2,000 and integral multiples of \$1,000 in excess thereof. As provided in the Indenture and subject to certain limitations therein set forth, Securities of this series are exchangeable for a like aggregate principal amount of Securities of this series and of like tenor of a different authorized denomination, as requested by the Holder surrendering the same.

In addition to the circumstances specified in Clause (2) of the last paragraph of Section 305 of the Indenture in which a Global Security of such series may be exchanged in whole or in part for Securities of such series registered, and any transfer of such Global Security in whole or in part may be registered, in the name of Persons other than the Depositary for such Global Security or a nominee thereof, the Company may, in its sole discretion, determine that such Global Security will be exchangeable for Securities registered in the name of Persons other than the Depositary or a nominee thereof and notify the Trustee of its decision.

No service charge shall be made for any such registration of transfer or exchange, but the Company may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

Prior to due presentment of this Security for registration of transfer, the Company, the Trustee and any agent of the Company or the Trustee may treat the Person in whose name this Security is registered as the owner hereof for all purposes, whether or not this Security be overdue, and neither the Company, the Trustee nor any such agent shall be affected by notice to the contrary.

All terms used in this Security which are defined in the Indenture shall have the meanings assigned to them in the Indenture.

The following abbreviations, when used in the inscription on the face of the within Security, shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM -- as tenants in common

UNIF GIFT MIN Act – \_\_\_\_\_ Custodian \_\_\_\_\_  
(Cust) (Minor)

TEN ENT -- as tenants by the entireties

under Uniform Gifts to Minors Act \_\_\_\_\_  
(State)

JT TEN -- as joint tenants with right of survivorship and not as tenants in common

Additional abbreviations may also be used though not in the above list

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE

\_\_\_\_\_  
(Name and Address of Assignee, including zip code, must be printed or typewritten)

the within Security, and all rights thereunder, hereby irrevocably constituting and appointing

\_\_\_\_\_  
Attorney to transfer said Security on the books of the Company, with full power of substitution in the premises.

Dated:

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Security in every particular, without alteration or enlargement of any change whatever.

**INDENTURE OFFICERS' CERTIFICATE  
OF  
MARRIOTT INTERNATIONAL, INC.**

**THE UNDERSIGNED JENNIFER C. MASON AND STEPHANIE N. CARRICK OF MARRIOTT INTERNATIONAL, INC., A CORPORATION ORGANIZED UNDER THE LAWS OF THE STATE OF DELAWARE (THE "COMPANY"), HEREBY CERTIFY PURSUANT TO SECTIONS 102, 201, 301 AND 303 OF THE INDENTURE (THE "INDENTURE"), DATED AS OF NOVEMBER 16, 1998, BETWEEN THE COMPANY AND THE BANK OF NEW YORK MELLON, SUCCESSOR TO JPMORGAN CHASE BANK, N.A. (FORMERLY KNOWN AS THE CHASE MANHATTAN BANK), AS TRUSTEE (THE "TRUSTEE"), THAT THERE IS HEREBY ESTABLISHED A SERIES OF SECURITIES (AS THAT TERM IS DEFINED IN THE INDENTURE), THE TERMS OF WHICH SHALL BE AS FOLLOWS:**

**A.** The designations of the Securities shall be the "4.200% Series TT Notes due 2027" (the "Series TT Notes") (CUSIP number 571903 BV4).

**B.** The aggregate principal amount of the Series TT Notes which may be authenticated and delivered under the Indenture (except for Series TT Notes authenticated and delivered upon registration of transfer of, or in exchange for, or in lieu of, or upon partial redemption of, other Series TT Notes pursuant to Sections 304, 305, 306, 906 or 1107 of the Indenture and except for Series TT Notes which, pursuant to Section 303 of the Indenture, are deemed never to have been authenticated and delivered under the Indenture) is initially limited to US\$400,000,000. The Company may subsequently issue additional securities as part of this series of Securities under the Indenture.

**C.** Subject to the provisions of Section 307 of the Indenture, interest will be payable to the Person in whose name a Series TT Note (or any predecessor Series TT Note) is registered at the close of business on the Regular Record Date next preceding the Interest Payment Date in respect of such Series TT Note.

**D.** The principal amount of the Series TT Notes shall be payable in full on July 15, 2027 subject to and in accordance with the provisions of the Indenture.

**E.** The Series TT Notes shall bear interest at the rate of 4.200% per annum, from August 20, 2025 or from the most recent Interest Payment Date to which interest has been paid or duly provided for, payable semi-annually on January 15 and July 15 of each year, commencing on January 15, 2026, until the principal amount of Series TT Notes has been paid or duly provided for. January 1 and July 1 (whether or not a Business Day), as the case may be, next preceding an Interest Payment Date, shall be the "Regular Record Date" for interest payable on such Interest Payment Date.

**F.** The principal of and interest on the Series TT Notes shall be payable at the office or agency of the Trustee maintained for that purpose in New York, New York; provided, however, that payment of interest on a Series TT Note may be made by check mailed to the address of the Person entitled thereto as such address shall appear in the Security Register; and provided, further, that notwithstanding the foregoing, a Holder may elect to receive payments of interest on a Series TT Note (other than at Maturity) by electronic funds transfer of immediately available funds to an account maintained by such Holder, provided such Holder so elects by giving written notice to a Paying Agent designating such account, no later than the January 1 or July 1 immediately preceding the January 15 or July 15 Interest Payment Date, as the case may be. Unless such designation is revoked by the Holder, any such designation made by such Holder with respect to such Series TT Notes shall remain in effect with respect to any future payments with respect to such Series TT Notes payable to such Holder.

**G.** The Series TT Notes may be redeemed in whole or in part at any time and from time to time on the terms specified in the Final Prospectus Supplement dated August 18, 2025 relating to the Series TT Notes, the Series UU Notes (as defined below) and the Series VV Notes (as defined below) (the "Prospectus Supplement"). Notice of any redemption shall be mailed or electronically delivered (or otherwise transmitted in accordance with the Depository's procedures) at least 10 days but not more than 60 days before the Redemption Date to each Holder of the Series TT Notes to be redeemed.

**H.** Upon the occurrence of a change of control repurchase event, unless the Company has exercised its option to redeem the Series TT Notes, the Company will be required to make an offer to purchase the Series TT Notes under the circumstances described and on the terms specified in the Prospectus Supplement.

**I.** The Company will not be obligated to redeem or purchase the Series TT Notes pursuant to a sinking fund or analogous provisions or at the option of the Holder thereof.

**J.** The Series TT Notes will be issued in denominations of US\$2,000 and any integral multiples of US\$1,000 in excess thereof.

**K.** The payment of the principal of and interest on the Series TT Notes shall be payable in the coin or currency of the United States of America as at the time of payment is legal tender for the payment of public and private debts.

**L.** The Global Securities shall be in substantially the form attached hereto as Annex A.

**M.** The Series TT Notes shall be defeasible as provided in Article Thirteen of the Indenture.

**N.** The Series TT Notes may be issuable in whole or in part in the form of one or more Global Securities. The initial Depository for such Global Securities shall be The Depository Trust Company.

**O.** The Series TT Notes will not be Transfer Restricted Securities.

**THE UNDERSIGNED JENNIFER C. MASON AND STEPHANIE N. CARRICK OF THE COMPANY HEREBY CERTIFY PURSUANT TO SECTIONS 102, 201, 301 AND 303 OF THE INDENTURE THAT THERE IS HEREBY ESTABLISHED A SERIES OF SECURITIES (AS THAT TERM IS DEFINED IN THE INDENTURE), THE TERMS OF WHICH SHALL BE AS FOLLOWS:**

**P.** The designations of the Securities shall be the “4.500% Series UU Notes due 2031” (the “Series UU Notes”) (CUSIP number 571903 BW2).

**Q.** The aggregate principal amount of the Series UU Notes which may be authenticated and delivered under the Indenture (except for Series UU Notes authenticated and delivered upon registration of transfer of, or in exchange for, or in lieu of, or upon partial redemption of, other Series UU Notes pursuant to Sections 304, 305, 306, 906 or 1107 of the Indenture and except for Series UU Notes which, pursuant to Section 303 of the Indenture, are deemed never to have been authenticated and delivered under the Indenture) is initially limited to US\$500,000,000. The Company may subsequently issue additional securities as part of this series of Securities under the Indenture.

**R.** Subject to the provisions of Section 307 of the Indenture, interest will be payable to the Person in whose name a Series UU Note (or any predecessor Series UU Note) is registered at the close of business on the Regular Record Date next preceding the Interest Payment Date in respect of such Series UU Note.

**S.** The principal amount of the Series UU Notes shall be payable in full on October 15, 2031 subject to and in accordance with the provisions of the Indenture.

**T.** The Series UU Notes shall bear interest at the rate of 4.500% per annum, from August 20, 2025 or from the most recent Interest Payment Date to which interest has been paid or duly provided for, payable semi-annually on April 15 and October 15 of each year, commencing on April 15, 2026, until the principal amount of Series UU Notes has been paid or duly provided for. April 1 and October 1 (whether or not a Business Day), as the case may be, next preceding an Interest Payment Date, shall be the “Regular Record Date” for interest payable on such Interest Payment Date.

**U.** The principal of and interest on the Series UU Notes shall be payable at the office or agency of the Trustee maintained for that purpose in New York, New York; provided, however, that payment of interest on a Series UU Note may be made by check mailed to the address of the Person entitled thereto as such address shall appear in the Security Register; and provided, further, that notwithstanding the foregoing, a Holder may elect to receive payments of interest on a Series UU Note (other than at Maturity) by electronic funds transfer of immediately available funds to an account maintained by such Holder, provided such Holder so elects by giving written notice to a Paying Agent designating such account, no later than the April 1 or October 1 immediately preceding the April 15 or October 15 Interest Payment Date, as the case may be. Unless such designation is revoked by the Holder, any such designation made by such Holder with respect to such Series UU Notes shall remain in effect with respect to any future payments with respect to such Series UU Notes payable to such Holder.

V. The Series UU Notes may be redeemed in whole or in part at any time and from time to time on the terms specified in the Prospectus Supplement. Notice of any redemption shall be mailed or electronically delivered (or otherwise transmitted in accordance with the Depository's procedures) at least 10 days but not more than 60 days before the Redemption Date to each Holder of the Series UU Notes to be redeemed.

W. Upon the occurrence of a change of control repurchase event, unless the Company has exercised its option to redeem the Series UU Notes, the Company will be required to make an offer to purchase the Series UU Notes under the circumstances described and on the terms specified in the Prospectus Supplement.

X. The Company will not be obligated to redeem or purchase the Series UU Notes pursuant to a sinking fund or analogous provisions or at the option of the Holder thereof.

Y. The Series UU Notes will be issued in denominations of US\$2,000 and any integral multiples of US\$1,000 in excess thereof.

Z. The payment of the principal of and interest on the Series UU Notes shall be payable in the coin or currency of the United States of America as at the time of payment is legal tender for the payment of public and private debts.

AA. The Global Securities shall be in substantially the form attached hereto as Annex B.

BB. The Series UU Notes shall be defeasible as provided in Article Thirteen of the Indenture.

CC. The Series UU Notes may be issuable in whole or in part in the form of one or more Global Securities. The initial Depository for such Global Securities shall be The Depository Trust Company.

DD. The Series UU Notes will not be Transfer Restricted Securities.

**THE UNDERSIGNED JENNIFER C. MASON AND STEPHANIE N. CARRICK OF THE COMPANY HEREBY CERTIFY PURSUANT TO SECTIONS 102, 201, 301 AND 303 OF THE INDENTURE THAT THERE IS HEREBY ESTABLISHED A SERIES OF SECURITIES (AS THAT TERM IS DEFINED IN THE INDENTURE), THE TERMS OF WHICH SHALL BE AS FOLLOWS:**

EE. The designations of the Securities shall be the "5.250% Series VV Notes due 2035" (the "Series VV Notes") (CUSIP number 571903 BX0).

**FF.** The aggregate principal amount of the Series VV Notes which may be authenticated and delivered under the Indenture (except for Series VV Notes authenticated and delivered upon registration of transfer of, or in exchange for, or in lieu of, or upon partial redemption of, other Series VV Notes pursuant to Sections 304, 305, 306, 906 or 1107 of the Indenture and except for Series VV Notes which, pursuant to Section 303 of the Indenture, are deemed never to have been authenticated and delivered under the Indenture) is initially limited to US\$600,000,000. The Company may subsequently issue additional securities as part of this series of Securities under the Indenture.

**GG.** Subject to the provisions of Section 307 of the Indenture, interest will be payable to the Person in whose name a Series VV Note (or any predecessor Series VV Note) is registered at the close of business on the Regular Record Date next preceding the Interest Payment Date in respect of such Series VV Note.

**HH.** The principal amount of the Series VV Notes shall be payable in full on October 15, 2035 subject to and in accordance with the provisions of the Indenture.

**II.** The Series VV Notes shall bear interest at the rate of 5.250% per annum, from August 20, 2025 or from the most recent Interest Payment Date to which interest has been paid or duly provided for, payable semi-annually on April 15 and October 15 of each year, commencing on April 15, 2026, until the principal amount of Series VV Notes has been paid or duly provided for. April 1 and October 1 (whether or not a Business Day), as the case may be, next preceding an Interest Payment Date, shall be the "Regular Record Date" for interest payable on such Interest Payment Date.

**JJ.** The principal of and interest on the Series VV Notes shall be payable at the office or agency of the Trustee maintained for that purpose in New York, New York; provided, however, that payment of interest on a Series VV Note may be made by check mailed to the address of the Person entitled thereto as such address shall appear in the Security Register; and provided, further, that notwithstanding the foregoing, a Holder may elect to receive payments of interest on a Series VV Note (other than at Maturity) by electronic funds transfer of immediately available funds to an account maintained by such Holder, provided such Holder so elects by giving written notice to a Paying Agent designating such account, no later than the April 1 or October 1 immediately preceding the April 15 or October 15 Interest Payment Date, as the case may be. Unless such designation is revoked by the Holder, any such designation made by such Holder with respect to such Series VV Notes shall remain in effect with respect to any future payments with respect to such Series VV Notes payable to such Holder.

**KK.** The Series VV Notes may be redeemed in whole or in part at any time and from time to time on the terms specified in the Prospectus Supplement. Notice of any redemption shall be mailed or electronically delivered (or otherwise transmitted in accordance with the Depository's procedures) at least 10 days but not more than 60 days before the Redemption Date to each Holder of the Series VV Notes to be redeemed.

**LL.** Upon the occurrence of a change of control repurchase event, unless the Company has exercised its option to redeem the Series VV Notes, the Company will be required to make an offer to purchase the Series VV Notes under the circumstances described and on the terms specified in the Prospectus Supplement.

**MM.** The Company will not be obligated to redeem or purchase the Series VV Notes pursuant to a sinking fund or analogous provisions or at the option of the Holder thereof.

**NN.** The Series VV Notes will be issued in denominations of US\$2,000 and any integral multiples of US\$1,000 in excess thereof.

**OO.** The payment of the principal of and interest on the Series VV Notes shall be payable in the coin or currency of the United States of America as at the time of payment is legal tender for the payment of public and private debts.

**PP.** The Global Securities shall be in substantially the form attached hereto as Annex C.

**QQ.** The Series VV Notes shall be defeasible as provided in Article Thirteen of the Indenture.

**RR.** The Series VV Notes may be issuable in whole or in part in the form of one or more Global Securities. The initial Depository for such Global Securities shall be The Depository Trust Company.

**SS.** The Series VV Notes will not be Transfer Restricted Securities.

**TT.** The words “execution,” “signed,” “signature,” “delivery” and words of like import in or relating to this certificate or any document to be signed in connection with this certificate, including by the Trustee, shall be deemed to include electronic signatures, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, and the parties hereto consent to conduct the transactions contemplated hereunder by electronic means. For the avoidance of doubt, this Section TT shall be deemed to amend the first paragraph of Section 303 of the Indenture to permit electronic signatures of the Series TT Notes, the Series UU Notes and the Series VV Notes by the officers specified therein and to amend the last paragraph of Section 303 of the Indenture to permit a certificate of authentication by the Trustee to be executed by manual or electronic signature and that any Series TT Note, Series UU Note or Series VV Note executed, authenticated and delivered in such manner shall be valid and obligatory for all purposes under the Indenture and entitled to the benefits thereunder.

**EACH OF THE UNDERSIGNED JENNIFER C. MASON AND STEPHANIE N. CARRICK HEREBY FURTHER CERTIFIES THAT:**

**UU.** Attached hereto as Annex D are true, correct and complete copies of resolutions duly adopted by the Board of Directors of the Company and certified by the Company's Secretary or Assistant Secretary. Such resolutions have not been amended, modified or rescinded, are in full force and effect in the form adopted and are the only resolutions adopted by the Board of Directors of the Company or by any committee of or designated by the Board of Directors of the Company relating to the offering of the Series TT Notes, the Series UU Notes and the Series VV Notes.

**VV.** I have read the conditions of Sections 102, 201, 301 and 303 of the Indenture and the definitions relating thereto.

**WW.** I have examined the Indenture, the attached specimen forms of the Global Securities attached hereto as Annex A, Annex B and Annex C and the resolutions relating thereto adopted by the Board of Directors of the Company or a committee thereof.

**XX.** In my opinion, I have made such examination or investigation as is necessary to enable me to express an informed opinion as to whether or not the conditions of Sections 102, 201, 301 and 303 of the Indenture relating to the authentication and issuance of the Series TT Notes, the Series UU Notes and the Series VV Notes have been complied with.

**YY.** In my opinion, the conditions of Sections 102, 201, 301 and 303 of the Indenture relating to the authentication and issuance of the Series TT Notes, the Series UU Notes and the Series VV Notes have been complied with.

All terms used herein and not defined shall have the meanings set forth in the Indenture.

*[Signatures appear on the following page.]*

IN WITNESS WHEREOF, the undersigned have signed this certificate.

Dated: August 20, 2025

**MARRIOTT INTERNATIONAL, INC.**

By: /s/ Jennifer C. Mason

Name: Jennifer C. Mason

Title: Vice President and Treasurer

By: /s/ Stephanie N. Carrick

Name: Stephanie N. Carrick

Title: Assistant Secretary

*[Signature Page to Indenture Officers' Certificate]*

**GIBSON DUNN**

August 20, 2025

Marriott International, Inc.  
7750 Wisconsin Avenue  
Bethesda, Maryland 20814

Re: Marriott International, Inc.  
Registration Statement on Form S-3 (File No. 333-277039)

Ladies and Gentlemen:

We have acted as counsel to Marriott International, Inc., a Delaware corporation (the “Company”), in connection with the preparation and filing with the Securities and Exchange Commission (the “Commission”) of a prospectus supplement, dated August 18, 2025 (the “Prospectus Supplement”), filed with the Commission on August 19, 2025, pursuant to Rule 424(b) of the Securities Act of 1933, as amended (the “Securities Act”), and the offering by the Company pursuant thereto of \$400,000,000 aggregate principal amount of the Company’s 4.200% Series TT Notes due 2027 (the “Series TT Notes”), \$500,000,000 aggregate principal amount of the Company’s 4.500% Series UU Notes due 2031 (the “Series UU Notes”) and \$600,000,000 aggregate principal amount of the Company’s 5.250% Series VV Notes due 2035 (the “Series VV Notes” and, together with the Series TT Notes and the Series UU Notes, the “Notes”). In connection therewith, we have examined the registration statement on Form S-3, File No. 333-277039 (the “Registration Statement”), under the Securities Act and the prospectus included therein.

The Notes have been issued pursuant to the Indenture, dated as of November 16, 1998 (the “Base Indenture”), entered into between the Company and The Bank of New York Mellon, as successor indenture trustee to JPMorgan Chase Bank, N.A., formerly known as The Chase Manhattan Bank (the “Trustee”), as supplemented by the Officers’ Certificate pursuant to Section 301 of the Base Indenture, dated August 20, 2025, relating to the Notes (the Base Indenture, as so modified, the “Indenture”).

In arriving at the opinions expressed below, we have examined originals, or copies certified or otherwise identified to our satisfaction as being true and complete copies of the originals, of the Indenture and the Notes and such other documents, corporate records, certificates of officers of the Company and of public officials and other instruments as we have deemed necessary or advisable to enable us to render these opinions. In our examination, we have assumed, without independent investigation, the genuineness of all signatures, the legal capacity and competency of all natural persons, the authenticity of all documents submitted to us as originals and the conformity to original documents of all documents submitted to us as copies. As to any facts material to these opinions, we have relied to the extent we deemed appropriate and without independent investigation upon statements and representations of officers and other representatives of the Company and others.

**Gibson, Dunn & Crutcher LLP**

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Marriott International, Inc.  
August 20, 2025  
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Based upon the foregoing, and subject to the assumptions, exceptions, qualifications and limitations set forth herein, we are of the opinion that the Notes are legal, valid and binding obligations of the Company, enforceable against the Company in accordance with their terms.

The opinions expressed above are subject to the following additional exceptions, qualifications, limitations and assumptions:

A. We render no opinion herein as to matters involving the laws of any jurisdiction other than the State of New York and the Delaware General Corporation Law. We are not admitted to practice in the State of Delaware; however, we are generally familiar with the Delaware General Corporation Law as currently in effect and have made such inquiries as we consider necessary to render the opinion above. This opinion is limited to the effect of the current state of the laws of the State of New York and the Delaware General Corporation Law and the facts as they currently exist. We assume no obligation to revise or supplement this opinion in the event of future changes in such laws or the interpretations thereof or such facts.

B. The opinions above are each subject to (i) the effect of any bankruptcy, insolvency, reorganization, moratorium, arrangement or similar laws affecting the rights and remedies of creditors generally, including without limitation the effect of statutory or other laws regarding fraudulent transfers or preferential transfers, and (ii) general principles of equity, including without limitation concepts of materiality, reasonableness, good faith and fair dealing and the possible unavailability of specific performance, injunctive relief or other equitable remedies regardless of whether enforceability is considered in a proceeding in equity or at law.

C. We express no opinion regarding the effectiveness of (i) any waiver of stay, extension or usury laws; (ii) provisions relating to indemnification, exculpation or contribution, to the extent such provisions may be held unenforceable as contrary to public policy or federal or state securities laws or due to the negligence or willful misconduct of the indemnified party; (iii) any provision in any document governing the Notes waiving the right to object to venue in any court; (iv) any agreement to submit to the jurisdiction of any Federal court; (v) any waiver of the right to jury trial; or (vi) any provision to the effect that every right or remedy is cumulative and may be exercised in addition to any other right or remedy or that the election of some particular remedy does not preclude recourse to one or more others.

Marriott International, Inc.

August 20, 2025

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We consent to the filing of this opinion as an exhibit to the Registration Statement, and we further consent to the use of our name under the caption “Validity of Securities” in the Registration Statement and “Legal Matters” in the Prospectus Supplement. In giving these consents, we do not thereby admit that we are within the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations of the Commission promulgated thereunder.

Very truly yours,

/s/ Gibson, Dunn & Crutcher LLP