

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

**FORM 10-Q**

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

**For the quarterly period ended March 31, 2022  
or**

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

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



**MARRIOTT INTERNATIONAL, INC.**

(Exact name of registrant as specified in its charter)

Delaware  
(State or other jurisdiction of  
incorporation or organization)  
10400 Fernwood Road Bethesda Maryland  
(Address of principal executive offices)

52-2055918  
(IRS Employer  
Identification No.)  
20817  
(Zip Code)

**(301) 380-3000**

(Registrant's telephone number, including area code)

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

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

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

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

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

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

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

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

Indicate the number of shares outstanding of each of the issuer's classes of common stock, as of the latest practicable date: 327,298,386 shares of Class A Common Stock, par value \$0.01 per share, outstanding at April 27, 2022.

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PART I – FINANCIAL INFORMATION

**Item 1. *Financial Statements***

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

	Three Months Ended	
	March 31, 2022	March 31, 2021
<b>REVENUES</b>		
Base management fees	\$ 213	\$ 106
Franchise fees	500	306
Incentive management fees	102	33
Gross fee revenues	815	445
Contract investment amortization	(24)	(17)
Net fee revenues	791	428
Owned, leased, and other revenue	262	108
Cost reimbursement revenue	3,146	1,780
	4,199	2,316
<b>OPERATING COSTS AND EXPENSES</b>		
Owned, leased, and other-direct	197	135
Depreciation, amortization, and other	48	52
General, administrative, and other	208	211
Restructuring, merger-related charges, and other	9	1
Reimbursed expenses	3,179	1,833
	3,641	2,232
<b>OPERATING INCOME</b>	558	84
Gains and other income, net	4	1
Interest expense	(93)	(107)
Interest income	5	7
Equity in earnings (losses)	2	(12)
<b>INCOME (LOSS) BEFORE INCOME TAXES</b>	476	(27)
(Provision) benefit for income taxes	(99)	16
<b>NET INCOME (LOSS)</b>	\$ 377	\$ (11)
<b>EARNINGS (LOSS) PER SHARE</b>		
Earnings (loss) per share - basic	\$ 1.15	\$ (0.03)
Earnings (loss) per share - diluted	\$ 1.14	\$ (0.03)

See Notes to Condensed Consolidated Financial Statements.

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

	Three Months Ended	
	March 31, 2022	March 31, 2021
Net income (loss)	\$ 377	\$ (11)
Other comprehensive income (loss):		
Foreign currency translation adjustments	14	(155)
Other adjustments, net of tax	—	—
Total other comprehensive income (loss), net of tax	14	(155)
Comprehensive income (loss)	\$ 391	\$ (166)

See Notes to Condensed Consolidated Financial Statements.

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

	(Unaudited)	
	March 31, 2022	December 31, 2021
<b>ASSETS</b>		
Current assets		
Cash and equivalents	\$ 1,042	\$ 1,393
Accounts and notes receivable, net	2,112	1,982
Prepaid expenses and other	264	251
	3,418	3,626
Property and equipment, net	1,531	1,503
Intangible assets		
Brands	5,974	5,979
Contract acquisition costs and other	2,917	2,947
Goodwill	9,069	9,073
	17,960	17,999
Equity method investments	361	387
Notes receivable, net	141	144
Deferred tax assets	228	228
Operating lease assets	1,024	1,062
Other noncurrent assets	575	604
	\$ 25,238	\$ 25,553
<b>LIABILITIES AND STOCKHOLDERS' EQUITY</b>		
Current liabilities		
Current portion of long-term debt	\$ 731	\$ 805
Accounts payable	737	726
Accrued payroll and benefits	1,052	1,187
Liability for guest loyalty program	2,626	2,522
Accrued expenses and other	1,276	1,167
	6,422	6,407
Long-term debt	8,738	9,333
Liability for guest loyalty program	3,963	3,949
Deferred tax liabilities	179	169
Deferred revenue	1,121	1,181
Operating lease liabilities	1,066	1,098
Other noncurrent liabilities	1,977	2,002
Stockholders' equity		
Class A Common Stock	5	5
Additional paid-in-capital	5,831	5,892
Retained earnings	10,682	10,305
Treasury stock, at cost	(14,418)	(14,446)
Accumulated other comprehensive loss	(328)	(342)
	1,772	1,414
	\$ 25,238	\$ 25,553

See Notes to Condensed Consolidated Financial Statements.

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

	Three Months Ended	
	March 31, 2022	March 31, 2021
<b>OPERATING ACTIVITIES</b>		
Net income (loss)	\$ 377	\$ (11)
Adjustments to reconcile to cash provided by operating activities:		
Depreciation, amortization, and other	72	69
Stock-based compensation	44	53
Income taxes	61	(50)
Liability for guest loyalty program	57	74
Contract acquisition costs	(26)	(47)
Restructuring, merger-related charges, and other	7	(6)
Working capital changes	(230)	(27)
Deferred revenue changes and other	36	(28)
Net cash provided by operating activities	<u>398</u>	<u>27</u>
<b>INVESTING ACTIVITIES</b>		
Capital and technology expenditures	(49)	(30)
Dispositions	—	7
Loan advances	—	(2)
Loan collections	7	3
Other	19	(7)
Net cash used in investing activities	<u>(23)</u>	<u>(29)</u>
<b>FINANCING ACTIVITIES</b>		
Credit Facility, net	(250)	(500)
Issuance of long-term debt	—	1,089
Repayment of long-term debt	(401)	(752)
Issuance of Class A Common Stock	—	2
Stock-based compensation withholding taxes	(78)	(82)
Other	—	(7)
Net cash used in financing activities	<u>(729)</u>	<u>(250)</u>
DECREASE IN CASH, CASH EQUIVALENTS, AND RESTRICTED CASH	(354)	(252)
CASH, CASH EQUIVALENTS, AND RESTRICTED CASH, beginning of period <sup>(1)</sup>	1,421	894
CASH, CASH EQUIVALENTS, AND RESTRICTED CASH, end of period <sup>(1)</sup>	<u>\$ 1,067</u>	<u>\$ 642</u>

<sup>(1)</sup> The 2022 amounts include beginning restricted cash of \$28 million at December 31, 2021, and ending restricted cash of \$25 million at March 31, 2022, which we present in the “Prepaid expenses and other” and “Other noncurrent assets” captions of our Balance Sheets.

See Notes to Condensed Consolidated Financial Statements.

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

**NOTE 1. BASIS OF PRESENTATION**

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

These Financial Statements have not been audited. We have condensed or omitted certain information and disclosures normally included in financial statements presented in accordance with U.S. generally accepted accounting principles (“GAAP”). The financial statements in this report should be read in conjunction with the consolidated financial statements and notes thereto in our Annual Report on Form 10-K for the fiscal year ended December 31, 2021 (“2021 Form 10-K”). Certain terms not otherwise defined in this Form 10-Q have the meanings specified in our 2021 Form 10-K.

Preparation of financial statements that conform with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities as of the date of the financial statements, the reported amounts of revenues and expenses during the reporting periods, and the disclosures of contingent liabilities. The uncertainty created by the coronavirus pandemic and efforts to contain it (“COVID-19”) has made such estimates more difficult and subjective. Accordingly, ultimate results could differ from those estimates.

The accompanying Financial Statements reflect all normal and recurring adjustments necessary to present fairly our financial position as of March 31, 2022 and December 31, 2021, the results of our operations for the three months ended March 31, 2022 and March 31, 2021, and cash flows for the three months ended March 31, 2022 and March 31, 2021. Interim results may not be indicative of fiscal year performance because of seasonal and short-term variations, as well as the impact of COVID-19. We have eliminated all material intercompany transactions and balances between entities consolidated in these Financial Statements.

**NOTE 2. EARNINGS PER SHARE**

The table below presents the reconciliation of the earnings and number of shares used in our calculations of basic and diluted earnings per share:

<i>(in millions, except per share amounts)</i>	<b>Three Months Ended</b>	
	<b>March 31, 2022</b>	<b>March 31, 2021</b>
<i>Computation of Basic Earnings Per Share</i>		
Net income (loss)	\$ 377	\$ (11)
Shares for basic earnings per share	328.3	326.7
Basic earnings (loss) per share	\$ 1.15	\$ (0.03)
<i>Computation of Diluted Earnings Per Share</i>		
Net income (loss)	\$ 377	\$ (11)
Shares for basic earnings per share	328.3	326.7
Effect of dilutive securities		
Stock-based compensation <sup>(1)</sup>	1.7	—
Shares for diluted earnings per share	330.0	326.7
Diluted earnings (loss) per share	\$ 1.14	\$ (0.03)

<sup>(1)</sup> For the calculation of diluted loss per share for the three months ended March 31, 2021, we excluded stock-based compensation securities of 2.3 million because the effect was anti-dilutive.

**NOTE 3. STOCK-BASED COMPENSATION**

We granted 1.0 million restricted stock units (“RSUs”) during the 2022 first quarter to certain officers and employees, and those units vest generally over four years in equal annual installments commencing one year after the grant date. We also granted 0.1 million performance-based RSUs (“PSUs”) in the 2022 first quarter to certain executives, which are earned, subject to continued employment and the satisfaction of certain performance and market conditions generally based on the degree of achievement of pre-established targets for 2024 adjusted EBITDA performance and relative total stockholder return over the 2022 to 2024 performance period. RSUs, including PSUs, granted in the 2022 first quarter had a weighted average grant-date fair value of \$169 per unit.

We recorded stock-based compensation expense for RSUs and PSUs of \$42 million in the 2022 first quarter and \$49 million in the 2021 first quarter. Deferred compensation costs for unvested awards for RSUs and PSUs totaled \$320 million at March 31, 2022 and \$189 million at December 31, 2021.

**NOTE 4. INCOME TAXES**

We recorded a provision of \$99 million with an effective tax rate of 20.7 percent for the 2022 first quarter and a benefit of \$16 million with an effective tax rate of 59.2 percent for the 2021 first quarter. The change in our effective tax rate was primarily due to a less favorable impact from stock-based compensation as a percentage of our pre-tax income in the 2022 first quarter compared to a percentage of our pre-tax loss in the 2021 first quarter.

We paid cash for income taxes, net of refunds, of \$38 million in the 2022 first quarter and \$33 million in the 2021 first quarter.



**NOTE 5. COMMITMENTS AND CONTINGENCIES**

*Guarantees*

We present the maximum potential amount of our future guarantee fundings and the carrying amount of our liability for our debt service, operating profit, and other guarantees (excluding contingent purchase obligations) for which we are the primary obligor at March 31, 2022 in the following table:

<i>(\$ in millions)</i> Guarantee Type	Maximum Potential Amount of Future Fundings	Recorded Liability for Guarantees
Debt service	\$ 20	\$ 5
Operating profit	182	112
Other	17	4
	<u>\$ 219</u>	<u>\$ 121</u>

Our maximum potential guarantees listed in the preceding table include \$45 million of guarantees that will not be in effect until the underlying properties open and we begin to operate the properties or certain other events occur.

*Contingent Purchase Obligation*

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

*Starwood Data Security Incident*

Description of Event

On November 30, 2018, we announced a data security incident involving unauthorized access to the Starwood reservations database (the “Data Security Incident”). Working with leading security experts, we determined that there was unauthorized access to the Starwood network since 2014 and that an unauthorized party had copied information from the Starwood reservations database and taken steps towards removing it. The Starwood reservations database is no longer used for business operations.

Litigation, Claims, and Government Investigations

Following our announcement of the Data Security Incident, approximately 100 lawsuits were filed by consumers and others against us in U.S. federal, U.S. state and Canadian courts related to the incident. All but one of the U.S. cases were consolidated and transferred to the U.S. District Court for the District of Maryland, pursuant to orders of the U.S. Judicial Panel on Multidistrict Litigation (the “MDL”). The plaintiffs in the U.S. and Canadian cases, who generally purport to represent various classes of consumers, generally claim to have been harmed by alleged actions and/or omissions by the Company in connection with the Data Security Incident and assert a variety of common law and statutory claims seeking monetary damages, injunctive relief, costs and attorneys’ fees, and other related relief. Among the U.S. cases consolidated in the MDL proceeding was a putative class action lawsuit that was filed on December 1, 2018 against the Company and certain of our current and former officers and directors, alleging violations of the federal securities laws in connection with statements regarding our cybersecurity systems and controls, and seeking certification of a class of affected persons, unspecified monetary damages, costs and attorneys’ fees, and other related relief (the “Securities Case”). We filed motions to dismiss in connection with all of the U.S. cases. Our motions to dismiss the Securities Case and three shareholder derivative complaints (two included in the MDL proceeding and one filed in the Delaware Court of Chancery) were granted in 2021. The plaintiff in the Securities Case appealed the dismissal and the dismissal was affirmed by the U.S. Court of Appeals for the Fourth Circuit in April 2022. Motions to dismiss in the other MDL cases have been denied in part or in

whole and these cases remain at varying stages. On May 3, 2022, the U.S. District Court for the District of Maryland granted in part and denied in part class certification of various U.S. groups of consumers and we are evaluating how to proceed. The Canadian cases have effectively been consolidated into a single case in the province of Ontario. We dispute the allegations in the lawsuits described above and are vigorously defending against such claims. In April 2019, we received a letter purportedly on behalf of a stockholder of the Company (also one of the named plaintiffs in the Securities Case described above) demanding that our Board of Directors take action against certain of the Company's current and former officers and directors to recover damages for alleged breaches of fiduciary duties and related claims arising from the Data Security Incident. In October 2021, we received a letter purportedly on behalf of another stockholder of the Company (also one of the named plaintiffs in one of the dismissed MDL Derivative Cases described above) demanding that our Board of Directors take action against certain of the Company's current and former officers and directors to recover damages for alleged breaches of fiduciary duties and other claims related to the Data Security Incident or associated disclosures. The Board of Directors has constituted a demand review committee to investigate the claims made in these demand letters, and the committee has retained independent counsel to assist with the investigations. The committee has completed its investigation and reported its findings and recommendations to our Board of Directors, which thereafter resolved, in February 2022, to reject the demands in their entirety. In addition, on August 18, 2020, a purported representative action was brought against us in the High Court of Justice for England and Wales on behalf of an alleged claimant class of English and Welsh residents alleging breaches of the General Data Protection Regulation and/or the U.K. Data Protection Act 2018 (the "U.K. DPA") in connection with the Data Security Incident. On November 5, 2020, the court issued an order with the consent of all parties staying this action pending resolution of another case raising similar issues, but not involving the Company. That other case was decided by the U.K. Supreme Court on November 10, 2021. The plaintiffs have informed us that they have decided not to pursue this case and the parties are in the process of preparing formal dismissal papers.

In addition, numerous U.S. federal, U.S. state and foreign governmental authorities made inquiries, opened investigations, or requested information and/or documents related to the Data Security Incident and related matters, including Attorneys General offices from all 50 states and the District of Columbia, the Federal Trade Commission, the Securities and Exchange Commission, certain committees of the U.S. Senate and House of Representatives, the Information Commissioner's Office in the United Kingdom (the "ICO") as lead supervisory authority in the European Economic Area, and regulatory authorities in various other jurisdictions. With the exception of the ICO proceeding, which was resolved in October 2020, these matters generally remain open. We are in discussions with the U.S. state Attorneys General, the U.S. Federal Trade Commission, and certain regulatory authorities in other jurisdictions to resolve their investigations and requests.

While we believe it is reasonably possible that we may incur additional losses associated with the above described proceedings and investigations related to the Data Security Incident, it is not possible to estimate the amount of loss or range of loss, if any, in excess of the amounts already incurred that might result from adverse judgments, settlements, fines, penalties or other resolution of these proceedings and investigations based on the current stage of these proceedings and investigations, the absence of specific allegations as to alleged damages, the uncertainty as to the certification of a class or classes and the size of any certified class, if applicable, and/or the lack of resolution of significant factual and legal issues.

**NOTE 6. LONG-TERM DEBT**

We provide detail on our long-term debt balances, net of discounts, premiums, and debt issuance costs, in the following table as of March 31, 2022 and year-end 2021:

<i>(\$ in millions)</i>	<b>March 31, 2022</b>	<b>December 31, 2021</b>
<b>Senior Notes:</b>		
Series L Notes, interest rate of 3.3%, face amount of \$173, maturing September 15, 2022 (effective interest rate of 3.4%)	\$ 173	\$ 173
Series P Notes, interest rate of 3.8%, face amount of \$350, maturing October 1, 2025 (effective interest rate of 4.0%)	347	347
Series Q Notes, interest rate of 2.3%, face amount of \$399, matured January 15, 2022 (effective interest rate of 2.5%)	—	399
Series R Notes, interest rate of 3.1%, face amount of \$750, maturing June 15, 2026 (effective interest rate of 3.3%)	746	746
Series U Notes, interest rate of 3.1%, face amount of \$291, maturing February 15, 2023 (effective interest rate of 3.1%)	291	291
Series V Notes, interest rate of 3.8%, face amount of \$318, maturing March 15, 2025 (effective interest rate of 2.8%)	326	327
Series W Notes, interest rate of 4.5%, face amount of \$278, maturing October 1, 2034 (effective interest rate of 4.1%)	290	290
Series X Notes, interest rate of 4.0%, face amount of \$450, maturing April 15, 2028 (effective interest rate of 4.2%)	445	445
Series Z Notes, interest rate of 4.2%, face amount of \$350, maturing December 1, 2023 (effective interest rate of 4.4%)	349	349
Series AA Notes, interest rate of 4.7%, face amount of \$300, maturing December 1, 2028 (effective interest rate of 4.8%)	298	297
Series CC Notes, interest rate of 3.6%, face amount of \$550, maturing April 15, 2024 (effective interest rate of 3.9%)	548	566
Series DD Notes, interest rate of 2.1%, face amount of \$224, maturing October 3, 2022 (effective interest rate of 1.2%)	224	226
Series EE Notes, interest rate of 5.8%, face amount of \$600, maturing May 1, 2025 (effective interest rate of 6.0%)	595	595
Series FF Notes, interest rate of 4.6%, face amount of \$1,000, maturing June 15, 2030 (effective interest rate of 4.8%)	987	987
Series GG Notes, interest rate of 3.5%, face amount of \$1,000, maturing October 15, 2032 (effective interest rate of 3.7%)	986	986
Series HH Notes, interest rate of 2.9%, face amount of \$1,100, maturing April 15, 2031 (effective interest rate of 3.0%)	1,090	1,090
Series II Notes, interest rate of 2.8%, face amount of \$700, maturing October 15, 2033 (effective interest rate of 2.8%)	694	693
Credit Facility	800	1,050
Finance lease obligations	144	146
Other	136	135
	<u>\$ 9,469</u>	<u>\$ 10,138</u>
Less current portion	(731)	(805)
	<u>\$ 8,738</u>	<u>\$ 9,333</u>

We paid cash for interest, net of amounts capitalized, of \$29 million in the 2022 first quarter and \$38 million in the 2021 first quarter.

We are party to a multicurrency revolving credit agreement (as amended, the “Credit Facility”) that provides for up to \$4.5 billion of aggregate borrowings for general corporate needs, including working capital, capital expenditures, letters of credit, acquisitions, and to support our commercial paper program if and when we resume issuing commercial paper. Borrowings under the Credit Facility generally bear interest at LIBOR (the London Interbank Offered Rate) plus a spread, based on our public debt rating. We also pay quarterly fees on the Credit Facility at a rate based on our public debt rating. We classify outstanding borrowings under the Credit Facility and outstanding commercial paper borrowings (if any) as long-term based on our ability and intent to refinance the outstanding borrowings on a long-term basis. The Credit Facility expires on June 28, 2024. In the 2022 first quarter, we made repayments of \$250 million, reducing the total outstanding borrowings under the Credit Facility to \$800 million as of March 31, 2022. In April 2022, we repaid an additional \$400 million of outstanding borrowings under the Credit Facility.

We entered into amendments to the Credit Facility in April 2020 and January 2021 (the “Credit Facility Amendments”). The debt leverage covenant in the Credit Facility, which is tested each quarter and was waived pursuant to the Credit Facility Amendments through and including the fourth quarter of 2021, resumed beginning with the quarter that ended March 31, 2022. The Credit Facility Amendments adjusted the required leverage levels for this covenant starting at 5.50 to 1.00 for the test period that ended on March 31, 2022 and gradually stepping down to 4.00 to 1.00 over the succeeding five fiscal quarters, as further described in the Credit Facility. The Credit Facility Amendments also amended certain other terms of the Credit Facility, including reducing the rate floor for the LIBOR Daily Floating Rate and the Eurocurrency Rate.

#### NOTE 7. FAIR VALUE OF FINANCIAL INSTRUMENTS

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

(\$ in millions)	March 31, 2022		December 31, 2021	
	Carrying Amount	Fair Value	Carrying Amount	Fair Value
Senior, mezzanine, and other loans	\$ 141	\$ 128	\$ 144	\$ 131
<b>Total noncurrent financial assets</b>	<b>\$ 141</b>	<b>\$ 128</b>	<b>\$ 144</b>	<b>\$ 131</b>
Senior Notes	\$ (7,701)	\$ (7,649)	\$ (8,009)	\$ (8,480)
Credit Facility	(800)	(800)	(1,050)	(1,050)
Other long-term debt	(100)	(100)	(135)	(140)
Other noncurrent liabilities	(407)	(407)	(414)	(414)
<b>Total noncurrent financial liabilities</b>	<b>\$ (9,008)</b>	<b>\$ (8,956)</b>	<b>\$ (9,608)</b>	<b>\$ (10,084)</b>

See Note 12. Fair Value of Financial Instruments and the “Fair Value Measurements” caption of Note 2. Summary of Significant Accounting Policies of our 2021 Form 10-K for more information on the input levels we use in determining fair value.

**NOTE 8. ACCUMULATED OTHER COMPREHENSIVE LOSS AND STOCKHOLDERS' EQUITY**

The following tables detail the accumulated other comprehensive loss activity for the 2022 first quarter and 2021 first quarter:

<i>(\$ in millions)</i>	Foreign Currency Translation Adjustments	Other Adjustments	Accumulated Other Comprehensive Loss
Balance at year-end 2021	\$ (351)	\$ 9	\$ (342)
Other comprehensive income before reclassifications <sup>(1)</sup>	14	—	14
Reclassification adjustments	—	—	—
Net other comprehensive income	14	—	14
Balance at March 31, 2022	\$ (337)	\$ 9	\$ (328)

<i>(\$ in millions)</i>	Foreign Currency Translation Adjustments	Other Adjustments	Accumulated Other Comprehensive Loss
Balance at year-end 2020	\$ (139)	\$ 4	\$ (135)
Other comprehensive loss before reclassifications <sup>(1)</sup>	(155)	—	(155)
Reclassification adjustments	—	—	—
Net other comprehensive loss	(155)	—	(155)
Balance at March 31, 2021	\$ (294)	\$ 4	\$ (290)

<sup>(1)</sup> Other comprehensive income (loss) before reclassifications for foreign currency translation adjustments includes intra-entity foreign currency transactions that are of a long-term investment nature, which resulted in gains of \$12 million for the 2022 first quarter and \$27 million for the 2021 first quarter.

The following tables detail the changes in common shares outstanding and stockholders' equity for the 2022 first quarter and 2021 first quarter:

*(in millions, except per share amounts)*

Common Shares Outstanding		Total	Class A Common Stock	Additional Paid-in-Capital	Retained Earnings	Treasury Stock, at Cost	Accumulated Other Comprehensive Loss
326.3	Balance at year-end 2021	\$ 1,414	\$ 5	\$ 5,892	\$ 10,305	\$ (14,446)	\$ (342)
—	Net income	377	—	—	377	—	—
—	Other comprehensive income	14	—	—	—	—	14
1.0	Stock-based compensation plans	(33)	—	(61)	—	28	—
327.3	Balance at March 31, 2022	\$ 1,772	\$ 5	\$ 5,831	\$ 10,682	\$ (14,418)	\$ (328)

Common Shares Outstanding		Total	Class A Common Stock	Additional Paid-in-Capital	Retained Earnings	Treasury Stock, at Cost	Accumulated Other Comprehensive Loss
324.4	Balance at year-end 2020	\$ 430	\$ 5	\$ 5,851	\$ 9,206	\$ (14,497)	\$ (135)
—	Net loss	(11)	—	—	(11)	—	—
—	Other comprehensive loss	(155)	—	—	—	—	(155)
1.2	Stock-based compensation plans	(30)	—	(64)	—	34	—
325.6	Balance at March 31, 2021	\$ 234	\$ 5	\$ 5,787	\$ 9,195	\$ (14,463)	\$ (290)

**NOTE 9. CONTRACTS WITH CUSTOMERS**

Our current and noncurrent liability for guest loyalty program increased by \$118 million, to \$6,589 million at March 31, 2022, from \$6,471 million at December 31, 2021, primarily reflecting an increase in points earned by members. This includes a \$61 million reclassification from deferred revenue to the liability for guest loyalty program primarily due to points that were earned during the period by members using our U.S.-issued co-brand credit cards, which were prepaid by the financial institutions in 2020. The increase was partially offset by \$567 million of revenue recognized in the 2022 first quarter, that was deferred as of December 31, 2021. The current portion of our liability for guest loyalty program increased compared to December 31, 2021, due to higher estimated redemptions in the short-term.

Current and noncurrent deferred revenue decreased by \$73 million, to \$1,454 million at March 31, 2022, from \$1,527 million at December 31, 2021, primarily as a result of \$92 million of revenue recognized in the 2022 first quarter that was deferred as of December 31, 2021, as well as the reclassification from deferred revenue to the liability for guest loyalty program, which we discuss above. The decrease was partially offset by deferred cash received related to our co-brand credit cards and gift cards, as well as an increase in franchise application and relicensing fees. Our current deferred revenue, which we present in the “Accrued expenses and other” caption of our Balance Sheets, was \$333 million at March 31, 2022 and \$346 million at year-end 2021.

Our allowance for credit losses increased to \$200 million at March 31, 2022 from \$187 million at December 31, 2021, primarily reflecting our provision for credit losses. Our provision for credit losses totaled \$19 million in the 2022 first quarter.

## NOTE 10. BUSINESS SEGMENTS

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

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

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

### Segment Revenues

The following table presents our revenues disaggregated by segment and major revenue stream for the 2022 first quarter and 2021 first quarter:

(\$ in millions)	Three Months Ended March 31, 2022			Three Months Ended March 31, 2021		
	U.S. & Canada	International	Total	U.S. & Canada	International	Total
Gross fee revenues	\$ 489	\$ 177	\$ 666	\$ 250	\$ 87	\$ 337
Contract investment amortization	(14)	(10)	(24)	(13)	(4)	(17)
Net fee revenues	475	167	642	237	83	320
Owned, leased, and other revenue	92	153	245	35	66	101
Cost reimbursement revenue	2,704	355	3,059	1,449	242	1,691
Total reportable segment revenue	\$ 3,271	\$ 675	\$ 3,946	\$ 1,721	\$ 391	\$ 2,112
Unallocated corporate and other			253			204
Total revenue			\$ 4,199			\$ 2,316

### Segment Profit and Loss

(\$ in millions)	Three Months Ended	
	March 31, 2022	March 31, 2021
U.S. & Canada	\$ 454	\$ 143
International	131	(23)
Unallocated corporate and other	(21)	(47)
Interest expense, net of interest income	(88)	(100)
(Provision) benefit for income taxes	(99)	16
Net income (loss)	\$ 377	\$ (11)

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

### **Cautionary Statement**

All statements in this report are made as of the date this Form 10-Q is filed with the U.S. Securities and Exchange Commission (the "SEC"). We undertake no obligation to publicly update or revise these statements, whether as a result of new information, future events or otherwise. We make forward-looking statements in Management's Discussion and Analysis of Financial Condition and Results of Operations and elsewhere in this report based on the beliefs and assumptions of our management and on information available to us through the date this Form 10-Q is filed with the SEC. Forward-looking statements include information related to the future effects on our business of the coronavirus pandemic ("COVID-19"); Revenue per Available Room ("RevPAR"), average daily rate ("ADR"), occupancy and other future demand and recovery trends and expectations; our expectations regarding rooms growth; our expectations regarding our ability to meet our liquidity requirements; our capital expenditures and other investment spending expectations; the timing of future dividends and share repurchases; and other statements that are preceded by, followed by, or include the words "believes," "expects," "anticipates," "intends," "plans," "estimates," "foresees," or similar expressions; and similar statements concerning anticipated future events and expectations that are not historical facts.

We caution you that these statements are not guarantees of future performance and are subject to numerous evolving risks and uncertainties that we may not be able to accurately predict or assess, including the risks and uncertainties we describe in our Annual Report on Form 10-K for the fiscal year ended December 31, 2021 ("2021 Form 10-K"), Part II, Item 1A of this report, and other factors we describe from time to time in our periodic filings with the SEC.

### **BUSINESS AND OVERVIEW**

We are a worldwide operator, franchisor, and licensor of hotel, residential, and timeshare properties under numerous brand names at different price and service points. Consistent with our focus on management, franchising, and licensing, we own very few of our lodging properties. We discuss our operations in the following reportable business segments: U.S. & Canada and International.

We earn base management fees and, under many agreements, incentive management fees from the properties that we manage, and we earn franchise fees on the properties that others operate under franchise agreements with us. In most markets, base management and franchise fees typically consist of a percentage of property-level revenue, or certain property-level revenue in the case of franchise fees, while incentive management fees typically consist of a percentage of net house profit after a specified owner return. For our hotels in the Middle East and Africa, Asia Pacific excluding China, and Greater China regions, incentive management fees typically consist of a percentage of gross operating profit without adjustment for a specified owner return. Net house profit is calculated as gross operating profit (also referred to as "house profit") less non-controllable expenses such as property insurance, real estate taxes, and furniture, fixtures, and equipment ("FF&E") reserves. Additionally, we earn franchise fees for use of our intellectual property, including fees from our co-brand credit card, timeshare, and residential programs.

#### *Performance Measures*

We believe RevPAR, which we calculate by dividing room sales for comparable properties by room nights available for the period, is a meaningful indicator of our performance because it measures the period-over-period change in room revenues for comparable properties. RevPAR may not be comparable to similarly titled measures, such as revenues, and should not be viewed as necessarily correlating with our fee revenue. We also believe occupancy and ADR, which are components of calculating RevPAR, are meaningful indicators of our performance. Occupancy, which we calculate by dividing occupied rooms by total rooms available (including rooms in hotels temporarily closed due to issues related to COVID-19), measures the utilization of a property's available capacity. ADR, which we calculate by dividing property room revenue by total rooms sold, measures average room price and is useful in assessing pricing levels. Comparisons to prior periods are on a systemwide constant U.S. dollar basis for comparable properties, unless otherwise stated. We calculate constant dollar statistics by applying exchange rates for the current period to the prior comparable period.



We define our comparable properties as our properties that were open and operating under one of our brands since the beginning of the last full calendar year (since January 1, 2021 for the current period) and have not, in either the current or previous year: (1) undergone significant room or public space renovations or expansions, (2) been converted between company-operated and franchised, or (3) sustained substantial property damage or business interruption, with the exception of properties closed or otherwise experiencing interruptions related to COVID-19, which we continue to classify as comparable. The RevPAR, ADR, and occupancy comparisons between 2022 or 2021 and 2019, which we discuss under the “Impact of COVID-19” caption below, reflect properties that are defined as comparable as of March 31, 2022 or December 31, 2021, respectively, even if in 2019 they were not open and operating for the full year or did not meet all the other criteria listed above.

### *Impact of COVID-19*

While COVID-19 continues to have a material impact on our business and industry, global demand surged during the latter part of the 2022 first quarter in every region except Greater China, after the emergence of the COVID-19 Omicron variant dampened demand globally early in the year. In March 2022, worldwide RevPAR was only 9.4 percent below March 2019, with occupancy reaching 63.6 percent and ADR exceeding 2019 levels by 4.6 percent. The global recovery continues to be led by robust leisure demand, which we expect to continue throughout 2022, and travelers who continue to embrace multi-purpose trips, mixing remote work and vacation time. The decline in business transient and group demand from pre-pandemic 2019 levels improved meaningfully during the latter part of the 2022 first quarter when compared to the 2021 fourth quarter, though this demand continues to lag in recovery. We have been encouraged by the strength of ADR, which was at or above pre-pandemic 2019 levels in certain U.S. and International markets during the 2022 first quarter, and we are optimistic about sustaining strong ADR throughout 2022.

RevPAR in the 2022 first quarter compared to the 2021 first quarter improved 99.1 percent in our U.S. & Canada segment, 88.5 percent in our International segment, and 96.5 percent worldwide. RevPAR in the 2022 first quarter compared to pre-pandemic 2019 first quarter levels declined 14.5 percent in our U.S. & Canada segment, 31.7 percent in our International segment, and 19.4 percent worldwide. Compared to the 2019 first quarter, 2022 first quarter worldwide occupancy was down 13.6 percentage points, while worldwide ADR was higher by 0.8 percent.

In the U.S. & Canada, the COVID-19 Omicron variant dampened demand at the beginning of the quarter, though occupancy quickly improved, resulting in our U.S. & Canada RevPAR in March 2022 being down only 3.9 percent when compared to March 2019 levels. Leisure demand continued to be strong during the 2022 first quarter, particularly at our luxury and resort hotels and in tertiary markets. In urban destinations, where we have a large presence in the U.S. & Canada, the decline in demand compared to 2019 levels improved by the end of the 2022 first quarter when compared to the decline seen in the 2021 fourth quarter, though these destinations continue to lag in recovery. In other parts of the world, RevPAR continues to vary greatly by geographic market, and demand is heavily impacted by the number of COVID-19 cases, vaccination rates, and the nature and degree of government restrictions.

We continue to take measures to mitigate the negative financial and operational impacts of COVID-19 for our hotel owners and our own business. At the property level, we continue to work with owners and franchisees by adjusting renovation requirements for certain properties and supporting owners and franchisees who are working with their lenders to utilize FF&E reserves to meet working capital needs. At the corporate level, we remain focused on managing our corporate general and administrative costs and are being disciplined with respect to our capital expenditures and other investment spending. As a result of our focus on maximizing cash flow, managing expenses, and improving our credit profile, combined with our strong 2022 first quarter results, we are resuming a cash dividend sooner than anticipated. On May 2, 2022, our Board of Directors declared a \$0.30 per share quarterly cash dividend payable during the 2022 second quarter. Assuming the global demand environment continues to improve and we are within our target leverage ratio range, we also would expect to resume share repurchases in 2022.

As lodging demand recovers from the lows seen in the early months of the pandemic, we have seen and continue to see industry-wide labor shortages causing challenges in hiring or re-hiring for certain positions,



primarily in certain U.S. markets where demand has come back quickly. In response, we have enhanced our recruitment and retention efforts and increased compensation where needed to maintain competitiveness.

The impact of COVID-19 on the Company remains fluid, as does our corporate and property-level response. We believe COVID-19 will continue to have a material negative impact on our future results for a period of time that we are currently unable to predict. The overall operational and financial impact is highly dependent on the risk factors disclosed under the heading “Risks Relating to COVID-19” in Part I, Item 1A, “Risk Factors,” of our 2021 Form 10-K and could be affected by other factors we are not currently able to predict.

#### *Starwood Data Security Incident*

On November 30, 2018, we announced a data security incident involving unauthorized access to the Starwood reservations database (the “Data Security Incident”). The Starwood reservations database is no longer used for business operations.

We are currently unable to estimate the range of total possible financial impact to the Company from the Data Security Incident in excess of the expenses already incurred. However, we do not believe this incident will impact our long-term financial health. Although our insurance program includes coverage designed to limit our exposure to losses such as those related to the Data Security Incident, that insurance may not be sufficient or available to cover all of our expenses or other losses (including fines and penalties) related to the Data Security Incident. In addition, certain expenses by their nature (such as, for example, expenses related to enhancing our cybersecurity program) are not covered by our insurance program. We expect to incur significant expenses associated with the Data Security Incident in future periods, primarily related to legal proceedings and regulatory investigations (including possible additional fines and penalties), increased expenses and capital investments for information technology and information security and data privacy, and increased expenses for compliance activities and to meet increased legal and regulatory requirements. See Note 5 for additional information related to legal proceedings and governmental investigations related to the Data Security Incident.

#### *System Growth and Pipeline*

At the end of the 2022 first quarter, our system had 8,048 properties (1,487,681 rooms), compared to 7,989 properties (1,479,179 rooms) at year-end 2021 and 7,662 properties (1,429,171 rooms) at the end of the 2021 first quarter. The increase compared to year-end 2021 reflects gross additions of 75 properties (11,799 rooms) and deletions of 16 properties (3,494 rooms). Approximately 22 percent of our 2022 first quarter gross room additions were conversions from competitor brands. We expect full-year 2022 total gross rooms growth to approach 5.0 percent and net rooms growth of 3.5 to 4.0 percent.

At the end of the 2022 first quarter, we had more than 489,000 rooms in our development pipeline, which includes approximately 201,400 hotel rooms under construction and roughly 20,800 hotel rooms approved for development but not yet under signed contracts. Over half of the rooms in our development pipeline are outside U.S. & Canada.

### **Properties and Rooms**

At March 31, 2022, we operated, franchised, and licensed the following properties and rooms:

	Managed		Franchised/Licensed		Owned/Leased		Residential		Total	
	Properties	Rooms	Properties	Rooms	Properties	Rooms	Properties	Rooms	Properties	Rooms
U.S. & Canada	636	218,211	5,026	720,230	26	6,483	64	6,807	5,752	951,731
International	1,308	333,745	818	166,821	38	9,199	40	3,484	2,204	513,249
Timeshare	—	—	92	22,701	—	—	—	—	92	22,701
<b>Total</b>	<b>1,944</b>	<b>551,956</b>	<b>5,936</b>	<b>909,752</b>	<b>64</b>	<b>15,682</b>	<b>104</b>	<b>10,291</b>	<b>8,048</b>	<b>1,487,681</b>

### **Lodging Statistics**

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

	Three Months Ended March 31, 2022 and Change vs. Three Months Ended March 31, 2021					
	RevPAR		Occupancy		Average Daily Rate	
	2022	vs. 2021	2022	vs. 2021	2022	vs. 2021
<i>Comparable Company-Operated Properties</i>						
U.S. & Canada	\$ 131.59	154.7 %	54.4 %	25.4 % pts.	\$ 242.05	35.7 %
Greater China	\$ 53.80	(6.9)%	41.9 %	(5.7)% pts.	\$ 128.30	5.7 %
Asia Pacific excluding China	\$ 58.29	66.6 %	45.0 %	11.7 % pts.	\$ 129.59	23.4 %
Caribbean & Latin America	\$ 130.79	152.4 %	57.5 %	26.7 % pts.	\$ 227.39	35.5 %
Europe	\$ 81.16	401.9 %	42.7 %	30.3 % pts.	\$ 190.20	45.7 %
Middle East & Africa	\$ 128.71	97.7 %	66.1 %	23.5 % pts.	\$ 194.82	27.3 %
International - All <sup>(1)</sup>	\$ 78.47	75.1 %	48.2 %	13.0 % pts.	\$ 162.88	28.0 %
Worldwide <sup>(2)</sup>	\$ 102.61	114.1 %	51.0 %	18.6 % pts.	\$ 201.25	36.0 %
<i>Comparable Systemwide Properties</i>						
U.S. & Canada	\$ 96.78	99.1 %	58.0 %	17.4 % pts.	\$ 166.82	39.3 %
Greater China	\$ 51.21	(6.2)%	41.3 %	(5.4)% pts.	\$ 123.87	6.0 %
Asia Pacific excluding China	\$ 58.32	62.0 %	45.1 %	11.2 % pts.	\$ 129.18	21.8 %
Caribbean & Latin America	\$ 100.83	166.6 %	53.1 %	24.6 % pts.	\$ 190.02	43.2 %
Europe	\$ 63.76	400.3 %	38.9 %	27.7 % pts.	\$ 163.81	44.6 %
Middle East & Africa	\$ 117.61	99.4 %	64.5 %	23.2 % pts.	\$ 182.20	27.7 %
International - All <sup>(1)</sup>	\$ 71.11	88.5 %	46.2 %	14.8 % pts.	\$ 153.85	28.3 %
Worldwide <sup>(2)</sup>	\$ 89.18	96.5 %	54.5 %	16.6 % pts.	\$ 163.56	36.5 %

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

<sup>(2)</sup> Includes U.S. & Canada and International - All.

## CONSOLIDATED RESULTS

Our results in the 2022 first quarter continued to be impacted by COVID-19. See the “Impact of COVID-19” section above for more information about the impact to our business during the 2022 first quarter, and the discussion below for additional analysis of our consolidated results of operations for the 2022 first quarter compared to the 2021 first quarter.

### Fee Revenues

(\$ in millions)	Three Months Ended			Change 2022 vs. 2021	
	March 31, 2022	March 31, 2021			
Base management fees	\$ 213	\$ 106	\$ 107	101 %	
Franchise fees	500	306	194	63 %	
Incentive management fees	102	33	69	209 %	
Gross fee revenues	815	445	370	83 %	
Contract investment amortization	(24)	(17)	(7)	(41)%	
Net fee revenues	\$ 791	\$ 428	\$ 363	85 %	

The increase in base management fees in the 2022 first quarter primarily reflected higher RevPAR due to the ongoing recovery in lodging demand from the impacts of COVID-19.

The increase in franchise fees in the 2022 first quarter primarily reflected higher RevPAR due to the ongoing recovery in lodging demand from the impacts of COVID-19, higher co-brand credit card fees (\$36 million), and unit growth (\$25 million).

The increase in incentive management fees in the 2022 first quarter primarily reflected higher profits at certain managed hotels due to the ongoing recovery in lodging demand from the impacts of COVID-19.

## Owned, Leased, and Other

(\$ in millions)	Three Months Ended			Change 2022 vs. 2021	
	March 31, 2022	March 31, 2021			
Owned, leased, and other revenue	\$ 262	\$ 108	\$ 154	143 %	
Owned, leased, and other - direct expenses	197	135	62	46 %	
Owned, leased, and other, net	\$ 65	\$ (27)	\$ 92	nm*	

\* Percentage change is not meaningful.

Owned, leased, and other revenue, net of direct expenses increased in the 2022 first quarter primarily due to net stronger results at our owned and leased properties driven by the ongoing recovery in lodging demand from the impacts of COVID-19 and \$29 million of subsidies under German government COVID-19 assistance programs for certain of our leased hotels.

## Cost Reimbursements

(\$ in millions)	Three Months Ended			Change 2022 vs. 2021	
	March 31, 2022	March 31, 2021			
Cost reimbursement revenue	\$ 3,146	\$ 1,780	\$ 1,366	77 %	
Reimbursed expenses	3,179	1,833	1,346	73 %	
Cost reimbursements, net	\$ (33)	\$ (53)	\$ 20	38 %	

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

The increase in cost reimbursements, net in the 2022 first quarter primarily reflects higher revenue for our centralized programs and services and lower insurance expense, partially offset by Loyalty Program activity, primarily due to higher program expenses.

## Other Operating Expenses

(\$ in millions)	Three Months Ended			Change 2022 vs. 2021	
	March 31, 2022	March 31, 2021			
Depreciation, amortization, and other	\$ 48	\$ 52	\$ (4)	(8)%	
General, administrative, and other	208	211	(3)	(1)%	
Restructuring, merger-related charges, and other	9	1	8	800 %	

## Non-Operating Income (Expense)

(\$ in millions)	Three Months Ended			Change 2022 vs. 2021	
	March 31, 2022	March 31, 2021			
Gains and other income, net	\$ 4	\$ 1	\$ 3	300 %	
Interest expense	(93)	(107)	14	13 %	
Interest income	5	7	(2)	(29)%	
Equity in earnings (losses)	2	(12)	14	117 %	

## Income Taxes

(\$ in millions)	Three Months Ended		
	March 31, 2022	March 31, 2021	Change 2022 vs. 2021
(Provision) benefit for income taxes	\$ (99)	\$ 16	\$ (115) nm*

\* Percentage change is not meaningful.

Our tax provision changed in the 2022 first quarter, compared to our tax benefit in the 2021 first quarter, primarily due to the increase in operating income (\$101 million).

## BUSINESS SEGMENTS

Our segment results in the 2022 first quarter continued to be impacted by COVID-19. See the “Impact of COVID-19” section above for more information about the impact to our business during the 2022 first quarter and the discussion below for additional analysis of the operating results of our reportable business segments.

(\$ in millions)	Three Months Ended		
	March 31, 2022	March 31, 2021	Change 2022 vs. 2021
<b>U.S. &amp; Canada</b>			
Segment revenues	\$ 3,271	\$ 1,721	\$ 1,550 90 %
Segment profit	454	143	311 217 %
<b>International</b>			
Segment revenues	675	391	284 73 %
Segment profit (loss)	131	(23)	154 670 %

  

	Properties				Rooms			
	March 31, 2022	March 31, 2021	vs. March 31, 2021		March 31, 2022	March 31, 2021	vs. March 31, 2021	
<b>U.S. &amp; Canada</b>	5,752	5,519	233	4 %	951,731	921,498	30,233	3 %
<b>International</b>	2,204	2,051	153	7 %	513,249	484,931	28,318	6 %

### U.S. & Canada

U.S. & Canada 2022 first quarter segment profit increased primarily due to:

- \$239 million of higher gross fee revenues, primarily reflecting higher comparable systemwide RevPAR driven by increases in both ADR and occupancy and higher profits at certain managed hotels due to the ongoing recovery in lodging demand from the impacts of COVID-19, as well as unit growth;
- \$33 million of higher cost reimbursement revenue, net of reimbursed expenses; and
- \$24 million of higher owned, leased, and other revenue, net of direct expenses, primarily reflecting net stronger results at owned and leased properties due to the ongoing recovery in lodging demand from the impacts of COVID-19.

### International

International 2022 first quarter segment profit, compared to the 2021 first quarter segment loss, primarily reflected:

- \$90 million of higher gross fee revenues, primarily reflecting higher comparable systemwide RevPAR driven by increases in both ADR and occupancy and higher profits at certain managed hotels due to the ongoing recovery in lodging demand from the impacts of COVID-19; and
- \$63 million of higher owned, leased, and other revenue, net of direct expenses, primarily reflecting net stronger results at owned and leased properties due to the ongoing recovery in lodging demand from the

impacts of COVID-19 and subsidies under German government COVID-19 assistance programs for certain of our leased hotels.

## **STOCK-BASED COMPENSATION**

See Note 3 for more information.

## **LIQUIDITY AND CAPITAL RESOURCES**

Our long-term financial objectives include diversifying our financing sources, optimizing the mix and maturity of our long-term debt, and reducing our working capital. At the end of the 2022 first quarter, our long-term debt had a weighted average interest rate of 3.4 percent and a weighted average maturity of approximately 6.6 years. Including the effect of interest rate swaps, the ratio of our fixed-rate long-term debt to our total long-term debt was 0.8 to 1.0 at the end of the 2022 first quarter.

We remain focused on preserving our financial flexibility and managing our debt maturities. We also remain focused on managing our corporate general and administrative costs and our capital expenditures and other investment spending.

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

### **Sources of Liquidity**

#### *Our Credit Facility*

Our Credit Facility provides for up to \$4.5 billion of aggregate borrowings for general corporate needs, including working capital, capital expenditures, letters of credit, acquisitions, and to support our commercial paper program if and when we resume issuing commercial paper. Borrowings under the Credit Facility generally bear interest at LIBOR (the London Interbank Offered Rate) plus a spread, based on our public debt rating. We also pay quarterly fees on the Credit Facility at a rate based on our public debt rating. We classify outstanding borrowings under the Credit Facility and outstanding commercial paper borrowings (if any) as long-term based on our ability and intent to refinance the outstanding borrowings on a long-term basis. The Credit Facility expires on June 28, 2024. As of March 31, 2022, we had total outstanding borrowings under the Credit Facility of \$0.8 billion and remaining borrowing capacity of \$3.7 billion. In April 2022, we repaid an additional \$400 million of outstanding borrowings under the Credit Facility, resulting in a borrowing capacity of \$4.1 billion.

We entered into amendments to the Credit Facility in April 2020 and January 2021 (the “Credit Facility Amendments”). The debt leverage covenant in the Credit Facility, which is tested each quarter and was waived pursuant to the Credit Facility Amendments through and including the fourth quarter of 2021, resumed beginning with the quarter that ended March 31, 2022. The Credit Facility Amendments adjusted the required leverage levels for this covenant starting at 5.50 to 1.00 for the test period that ended on March 31, 2022 and gradually stepping down to 4.00 to 1.00 over the succeeding five fiscal quarters, as further described in the Credit Facility. The Credit Facility Amendments also amended certain other terms of the Credit Facility, including reducing the rate floor for the LIBOR Daily Floating Rate and the Eurocurrency Rate.

Our outstanding public debt does not contain a corresponding financial covenant or a requirement that we maintain certain financial ratios. We currently satisfy the covenants in our Credit Facility.

#### *Commercial Paper*

Due to changes to our credit ratings as a result of the impact of COVID-19 on our business, we currently are not issuing commercial paper. As a result, we have had to rely more on borrowings under the Credit Facility and issuance of senior notes, which carry higher interest costs than commercial paper.

## Uses of Cash

Cash, cash equivalents, and restricted cash totaled \$1,067 million at March 31, 2022, a decrease of \$354 million from year-end 2021, primarily reflecting Senior Notes repayments (\$399 million), Credit Facility repayments (\$250 million), financing outflows for employee stock-based compensation withholding taxes (\$78 million), and capital and technology expenditures (\$49 million), partially offset by net cash provided by operating activities (\$398 million).

Net cash provided by operating activities increased by \$371 million in the 2022 first quarter compared to the 2021 first quarter, primarily due to the net income recorded in the 2022 first quarter (adjusted for non-cash items). In 2020, we received \$920 million of cash from the prepayment of certain future revenues under the amendments to our existing U.S.-issued co-brand credit card agreements, which reduced in the 2022 first quarter and 2021 first quarter, and will in the future reduce, the amount of cash we receive from these card issuers.

Our ratio of current assets to current liabilities was 0.5 to 1.0 at the end of the 2022 first quarter. We have significant borrowing capacity under our Credit Facility should we need additional working capital.

### *Capital Expenditures and Other Investments*

We made capital and technology expenditures of \$49 million in the 2022 first quarter and \$30 million in the 2021 first quarter. We expect capital expenditures and other investments will total approximately \$600 million to \$700 million for the 2022 full year, including capital and technology expenditures, loan advances, contract acquisition costs, and other investing activities (including approximately \$250 million for maintenance capital spending and our new headquarters).

### *Share Repurchases*

We did not repurchase any shares of our common stock in the 2022 first quarter. At March 31, 2022, 17.4 million shares remained available for repurchase under Board approved authorizations. Assuming the global demand environment continues to improve and we are within our target leverage ratio range, we would expect to resume share repurchases in 2022.

### *Dividends*

We did not declare any cash dividends in the 2022 first quarter. However, our Board of Directors declared a quarterly cash dividend of \$0.30 per share on May 2, 2022, payable on June 30, 2022 to stockholders of record on May 16, 2022.

### *Material Cash Requirements*

As of the end of the 2022 first quarter, there have been no material changes to our cash requirements as disclosed in our 2021 Form 10-K. See Part II, Item 7, “Management’s Discussion and Analysis of Financial Condition and Results of Operations,” of our 2021 Form 10-K for more information about our cash requirements. Also, see Note 6 for information on our long-term debt.

## CRITICAL ACCOUNTING POLICIES AND ESTIMATES

Our preparation of financial statements in accordance with GAAP requires management to make estimates and assumptions that affect reported amounts and related disclosures. We have discussed those policies and estimates that we believe are critical and require the use of complex judgment in their application in our 2021 Form 10-K. We have made no material changes to our critical accounting policies or the methodologies or assumptions that we apply under them.

### **Item 3. Quantitative and Qualitative Disclosures About Market Risk**

Our exposure to market risk has not materially changed since December 31, 2021. See Part II, Item 7A, “Quantitative and Qualitative Disclosures About Market Risk” in our 2021 Form 10-K for more information on our exposure to market risk.

**Item 4. Controls and Procedures**

*Disclosure Controls and Procedures*

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

*Changes in Internal Control Over Financial Reporting*

We made no changes in internal control over financial reporting during the 2022 first quarter that materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

## PART II – OTHER INFORMATION

### **Item 1. Legal Proceedings**

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

As previously disclosed in our 2021 Form 10-K, several counties and cities in California asserted that the Ritz-Carlton hotels in California failed to comply with certain state statutes regulating hazardous and other waste handling and disposal. In April 2022, we executed settlement documents, which still need to be approved by the Superior Court of the State of California, County of Riverside, to fully settle the matter. The settlement involves payments by the Company below the above-referenced \$1 million disclosure threshold.

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

### **Item 1A. Risk Factors**

We are subject to various risks that make an investment in our securities risky. You should carefully consider the risk factors disclosed in Part I, Item 1A, “Risk Factors,” of our 2021 Form 10-K. There are no material changes to the risk factors discussed in our 2021 Form 10-K.

### **Item 2. Unregistered Sales of Equity Securities and Use of Proceeds**

(a) Unregistered Sale of Securities

None.

(b) Use of Proceeds

None.

(c) Issuer Purchases of Equity Securities

*(in millions, except per share amounts)*

Period	Total Number of Shares Purchased	Average Price per Share	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs <sup>(1)</sup>	Maximum Number of Shares That May Yet Be Purchased Under the Plans or Programs <sup>(1)</sup>
January 1, 2022 - January 31, 2022	—	\$ —	—	17.4
February 1, 2022 - February 28, 2022	—	\$ —	—	17.4
March 1, 2022 - March 31, 2022	—	\$ —	—	17.4

(1) On February 28, 2019, we announced that our Board of Directors increased our common stock repurchase authorization by 25 million shares. As of March 31, 2022, 17.4 million shares remained available for repurchase under Board approved authorizations. We repurchase shares in the open market and in privately negotiated transactions.



**Item 5. Other Information**

On May 3, 2022, Marriott International Administrative Services, Inc. (“MIASI”), a subsidiary of the Company, entered into an Aircraft Time Sharing Agreement with Anthony Capuano (the “Aircraft Agreement”), pursuant to which Mr. Capuano may lease certain aircraft owned or leased by MIASI for his personal use. Mr. Capuano will reimburse the Company for certain direct operating expenses of any such flight pursuant to FAA rules, as specified in the Aircraft Agreement. Mr. Capuano’s use of the aircraft under the Aircraft Agreement is at all times subordinate to business use and maintenance requirements.

The Aircraft Agreement has a one year term and automatically renews for successive one year terms unless earlier terminated by either party on 30 days’ notice or unless earlier terminated upon any termination of Mr. Capuano’s employment or otherwise pursuant to the Aircraft Agreement.

A copy of the Aircraft Agreement is attached hereto as Exhibit 10.2 and this summary is qualified by reference to the Aircraft Agreement.

**Item 6. Exhibits**

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

Exhibit No.	Description	Incorporation by Reference (where a report is indicated below, that document has been previously filed with the SEC and the applicable exhibit is incorporated by reference thereto)
3.1	Restated Certificate of Incorporation.	<a href="#">Exhibit No. 3.(i) to our Form 8-K filed August 22, 2006 (File No. 001-13881).</a>
3.2	Amended and Restated Bylaws.	<a href="#">Exhibit No. 3.(ii) to our Form 8-K filed February 14, 2022 (File No. 001-13881).</a>
10.1	Letter of Agreement, dated as of March 4, 2022, among the Company, Marriott Worldwide Corporation, Marriott Vacations Worldwide Corporation, Starwood Hotels & Resorts Worldwide, LLC, Vistana Signature Experiences, Inc. and ILG, LLC.	<a href="#">Filed with this report.</a>
*10.2	Aircraft Time Sharing Agreement, effective as of May 3, 2022, between Marriott International Administrative Services, Inc. and Anthony Capuano.	<a href="#">Filed with this report.</a>
10.3	Amended and Restated Aircraft Time Sharing Agreement, effective as of May 3, 2022, between Marriott International Administrative Services, Inc. and J. Willard Marriott, Jr.	<a href="#">Filed with this report.</a>
31.1	Certification of Chief Executive Officer Pursuant to Rule 13a-14(a).	<a href="#">Filed with this report.</a>
31.2	Certification of Chief Financial Officer Pursuant to Rule 13a-14(a).	<a href="#">Filed with this report.</a>
32	Section 1350 Certifications.	<a href="#">Furnished with this report.</a>
101	The following financial statements from Marriott International, Inc.'s Quarterly Report on Form 10-Q for the quarter ended March 31, 2022, formatted in Inline XBRL: (i) the Condensed Consolidated Statements of Income (Loss); (ii) the Condensed Consolidated Statements of Comprehensive Income (Loss); (iii) the Condensed Consolidated Balance Sheets; and (iv) the Condensed Consolidated Statements of Cash Flows.	<a href="#">Submitted electronically with this report.</a>
101.INS	XBRL Instance Document - the instance document does not appear in the interactive data file because its XBRL tags are embedded within the Inline XBRL document.	<a href="#">Submitted electronically with this report.</a>
101.SCH	XBRL Taxonomy Extension Schema Document.	<a href="#">Submitted electronically with this report.</a>
101.CAL	XBRL Taxonomy Calculation Linkbase Document.	<a href="#">Submitted electronically with this report.</a>
101.DEF	XBRL Taxonomy Extension Definition Linkbase Document.	<a href="#">Submitted electronically with this report.</a>
101.LAB	XBRL Taxonomy Label Linkbase Document.	<a href="#">Submitted electronically with this report.</a>
101.PRE	XBRL Taxonomy Presentation Linkbase Document.	<a href="#">Submitted electronically with this report.</a>
104	The cover page from Marriott International, Inc.'s Quarterly Report on Form 10-Q for the quarter ended March 31, 2022, formatted in Inline XBRL (included as Exhibit 101).	<a href="#">Submitted electronically with this report.</a>

\* Denotes management contract or compensatory plan.

**SIGNATURE**

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

MARRIOTT INTERNATIONAL, INC.  
May 4, 2022

/s/ Felitia Lee

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



March 4, 2022

Marriott International, Inc.  
10400 Fernwood Rd,  
Bethesda, MD 20817

**Re: Marriott License, Services and Development Agreement for Marriott Projects dated November 19, 2011 – Umbrella IP Amendment**

Ladies and Gentlemen:

Marriott International, Inc. (“MII”) and Marriott Worldwide Corporation (“MWC”) (together, “Marriott”), and Marriott Vacations Worldwide Corporation (“MVW”) are parties to that certain License, Services and Development Agreement for Marriott Projects dated November 19, 2011, as amended by that certain First Amendment to License, Services, and Development Agreement dated February 26, 2018, that certain letter regarding Consent to Limited Marketing Access dated February 26, 2018, and that certain Letter of Acknowledgment (the “Merger Letter Agreement”) regarding MVW’s acquisition of the Vistana Destination Club Business (defined below) dated September 1, 2018 (as may be further amended, collectively, the “MVW License Agreement”), under which Marriott granted MVW the right to operate the Licensed Business in accordance with the terms and conditions of the MVW License Agreement.

Starwood Hotels & Resorts Worldwide, LLC (formerly known as Starwood Hotels & Resorts Worldwide, Inc.) (“Starwood”), an Affiliate of Marriott, and Vistana Signature Experiences, Inc. (“Vistana”) and ILG, LLC (as successor to ILG, Inc., formerly known as Interval Leisure Group, Inc. (“ILG”)), both Affiliates of MVW, are parties to that certain License, Services and Development Agreement (as amended, the “Vistana License Agreement”) dated effective May 11, 2016 pursuant to which Vistana was granted a license to operate the Licensed Business in accordance with the terms of, and as defined in, the Vistana License Agreement (referred to herein as the “Vistana Destination Club Business”).

Pursuant to the Merger Letter Agreement, Marriott and MVW agreed, among other things, to amend the MVW License Agreement and related agreements to encompass (i) the Sheraton and Westin brands, (ii) with respect to the Specified Fractional Projects, the St. Regis and Luxury Collection brands and (iii) the Licensed Unbranded Projects (as defined below). The parties anticipated that the integration and combination of the MVW Licensed Destination Club Business and Vistana Destination Club Business would occur in steps and phases. This agreement (the “Umbrella IP Amendment”) is the first in

a series of amendments (the “Track Amendments”) that align with such steps and phases and, together with the Merger Letter Agreement, will ultimately be incorporated into the A&R MVW License Agreement (as defined below) entered into in connection with the consolidation of the Vistana License Agreement into the A&R MVW License Agreement. The parties have agreed that, following the execution of this Umbrella IP Amendment and the Track Amendments, the Combination Amendment (as defined in the Merger Letter Agreement) will take the form of an amendment and restatement of the MVW License Agreement (the “A&R MVW License Agreement”), which A&R MVW License Agreement will govern with respect to the combined Licensed Business and Vistana Destination Club Business after the effective date of the A&R MVW License Agreement. This Umbrella IP Amendment modifies certain intellectual property-related provisions and definitions in the MVW License Agreement with the intent of integrating applicable portions of the corresponding intellectual property-related provisions of the Vistana License Agreement into the MVW License Agreement such that the MVW License Agreement can replace the Vistana License Agreement in its entirety with respect to such provisions. The amendments in this Umbrella IP Amendment are effective as of date of this Umbrella IP Amendment and supersede the corresponding provisions in the Vistana License Agreement, as noted after each amendment in brackets (if any), in their entirety such that the amended provision in the MVW License Agreement will govern in all respects from and after the date of this Umbrella IP Amendment (including with respect to any provisions of the Vistana License Agreement that are in effect at any time between the date of this Umbrella IP Amendment and the effective date of the A&R MVW License Agreement). In addition, the following provisions of the Vistana License Agreement (together with any provisions of the Vistana License Agreement that will be superseded by a provision in the MVW License Agreement pursuant to any Track Amendment, the “Superseded Provisions”) will no longer be effective as of the date of this Umbrella IP Amendment or the relevant Track Amendment (as applicable): Sections 2.3 (superseded by MVW License Agreement Section 2.3), 2.4 (superseded by MVW License Agreement Section 2.4), 8.2 (superseded by MVW License Agreement Section 9.2), 13.3 (superseded by MVW License Agreement Section 13.3), 13.4 (superseded by MVW License Agreement Section 13.6), and 16.1 (superseded by MVW License Agreement Section 16.1). Each of the Track Amendments will include a list of additional provisions from the Vistana License Agreement that will no longer apply after the date of such Track Amendment and if there is a conflict between this Umbrella IP Amendment and any of the Track Amendments, this Umbrella IP Amendment will control with respect to such conflict unless the Track Amendment expressly states that it is amending this Umbrella Agreement. Each side letter to the MVW License Agreement and to the Vistana License Agreement that is in effect as of the date of this Umbrella IP Amendment will remain in full force and effect, unless and until such side letter is amended or terminated in connection with a Track Amendment or otherwise after the date of this Umbrella IP Amendment by mutual written agreement, and, for the avoidance of doubt, after the date of this Umbrella IP Amendment, any references in such side letters to a Superseded Provision will be treated as references to the applicable provision of the MVW License Agreement that superseded such Superseded Provision. All initially capitalized terms used but not defined herein have the meaning set forth in the MVW License Agreement.

In furtherance thereof and for good and valuable consideration, the parties hereto agree as follows:

1. Preamble. The Preamble of the MVW License Agreement is amended to include Starwood as a “Licensor” (collectively with MII and MWC) and Vistana and ILG each as “Licensee” (collectively with MVW) solely with respect to the provisions of the MVW License Agreement that are modified by this Umbrella IP Amendment or any Track Amendment.

2. Amended Definitions. The following definitions in Exhibit A to the MVW License Agreement are amended and restated in their entirety solely with respect to (i) the provisions of the MVW License Agreement that supersede the Superseded Provisions pursuant to this Umbrella IP Amendment or any Track Amendment and (ii) the provisions of the MVW License Agreement that are modified by this Umbrella IP Amendment or any Track Amendment:

“Brand Style and Communications Standards” means those standards related to use, style, and presentation of the Licensed Marks and other communications regarding the Licensed Business as set forth in the Brand Style and Communications Standards documents as they exist on March 4, 2022, as they may be modified pursuant to Section 7.2.

“Licensed Destination Club Business” means the Destination Club Business operated under (x) the name “Marriott Vacation Club,” “Grand Residences by Marriott,” “Westin Vacation Club,” and/or “Sheraton Vacation Club” and, (y) insofar as it relates to the Specified Fractional Projects, the Specified Fractional Licensed Marks and Specified Fractional Licensed Names, and, in each case, operated under the System and using other Licensed Marks (as applicable) in accordance with the terms of this Agreement. The Licensed Destination Club Business does not include the business of managing or franchising hotels, other overnight lodging accommodation products offered for transient rental, except as specifically provided in Section 9.2, or any Condominium Hotel. The Licensed Destination Club Business licensed hereunder also excludes any passenger cruise ship or cruise line interests, usage rights, products or services; provided, however, that Licensee shall have the right to include as part of the Licensed Destination Club Business Destination Club Units on passenger cruise ships approved by Licensor as to quality, services and brand positioning, using the Licensed Marks (provided that the number of units on each such passenger cruise ship shall not exceed 20 units), and Licensee shall have the right to offer usage rights on third party passenger cruise ships through an Exchange Program associated solely with Licensed Destination Club Products provided to Members.

“Licensed Destination Club Products” means Destination Club Products existing as of the Effective Date or to be developed in future, and which are sold, marketed, developed, and/or operated under the name “Marriott Vacation Club,” “Grand Residences by Marriott,” “Westin Vacation Club,” and/or “Sheraton Vacation Club” or the System or using other Licensed Marks (which Licensed Marks, for the avoidance of doubt, shall exclude the Specified Fractional Licensed Marks and Specified Fractional Licensed Names, except to the extent permitted under this Agreement in connection with the Specified Fractional Projects), all pursuant to this Agreement. Licensed Destination Club Products shall exclude hotels and other overnight lodging accommodation products offered for transient rental, subject to Licensee’s rights set forth in Section 9.2.

“Licensed Destination Club Units” means Destination Club Units existing as of the Effective Date or to be developed in future, and which are sold, marketed, developed, and/or operated under the name “Marriott Vacation Club,” “Grand Residences by Marriott,” “Westin Vacation Club,” and/or “Sheraton Vacation Club” or the System or using other Licensed Marks (which Licensed Marks, for the avoidance of doubt, shall exclude the Specified Fractional Licensed Marks and Specified Fractional Licensed Names, except to the extent permitted under this Agreement in connection with the Specified Fractional Projects), all pursuant to this Agreement.

“Licensed Marks” is amended to read as follows: (i) (a) the name and mark “Marriott” solely as used in the names and marks “Marriott Vacation Club” and “Grand Residences by Marriott”, in the corporate name “Marriott Vacations Worldwide”, in the Permitted Licensee Affiliate Names, and in the domain names documented by the parties, and the name and mark “Marriott’s” solely as used in the name of Projects, but not the name “Marriott” or “Marriott’s” used by itself or with other words, terms, designs or other elements, and (b) the Licensed Project Names; (ii) the trademark “Marriott” in stylized script format solely as used in the names and marks “Marriott Vacation Club” and “Marriott Vacation Club International” but not to be used by itself or with other words, terms, designs, or other elements; (iii) the Sun Logo used in association with Marriott Vacation Club; (iv) the stylized M “script design” solely as used in the composite M Marriott Vacation Club logo; (v) the name and mark “Marriott” solely as used in the name and mark “Marriott Golf” pursuant to the terms set forth in Section 1.B, but not the name “Marriott” used by itself or with other words, terms, designs or other elements; (vi) the names and marks “Sheraton” and “Westin” solely as used in the names and marks “Sheraton Vacation Club” and “Westin Vacation Club” and, subject to Section 13.2A(3)(viii), in the Permitted Legacy Starwood Affiliate Names; (vii) the names and marks “St Regis” and “The Luxury Collection,” each solely as used in the names and marks of the applicable Specified Fractional Projects, but not otherwise by itself or with other words, terms, designs or other elements (the “Specified Fractional Licensed Marks”); (viii) the names and marks “St Regis” and “The Luxury Collection,” each solely as used in the names and marks “St. Regis Residence Club” and “The Luxury Collection Residence Club” (the “Specified Fractional Licensed Names”); (ix) subject to the terms and conditions of any applicable side letters, the additional names and marks set forth on Exhibit M hereto; and (x) certain specified additional names and marks on an exclusive or non-exclusive basis that Licensor may specify in writing from time to time. The Licensed Marks shall not include other hotel brands or marks or other marks owned by Licensor or its Affiliate. The Licensed Marks do not include the Licensee Marks.

“Licensed Project Names” is amended to read: means the components of the full name and mark for one or more individual Projects, but excluding the names and marks “Marriott” or “Marriott’s”, “Sheraton,” “Westin,” “St. Regis,” or “Luxury Collection” in any form. For example, “Cypress Harbour” would constitute the Licensed Project Name for a Project with respect to which the full name is “Marriott’s Cypress Harbour”. Notwithstanding the foregoing, the Licensed Project Names do not include (i) the name and mark “Kauai Lagoons” and the related design mark, which has been assigned by Licensor or its Affiliate to Licensee and is a Licensee Mark, (ii) the project names and marks “Nanea Ocean Villas”, “Los Cabos Ocean Villas”, “Vistana Beach Club”, “Vistana Resort”, “Vistana Villas” and “Lagunamar Ocean Resort”, which were listed in the disclosure schedule related to Section 5.20 of the Merger Agreement as Vistana Registered Intellectual Property (as defined in the Merger Agreement) and (iii) the project names and marks of the Vistana Legacy Projects not referenced in item (ii) of this definition.

“Licensee Marks” is amended to read: all trademarks, service marks, trade names, symbols, emblems, logos, insignias, slogans and designs and other indicia of origin (including restaurant names, lounge names, and other outlet names) which are currently exclusively used to identify or are otherwise used in connection with the Licensed Business (and not in any of Licensor’s or its Affiliates’ other businesses) (whether registered or unregistered, and whether used alone or in connection with any other words, trademarks, service marks, trade names, symbols, emblems, logos, insignias, indicia of origin, slogans, and designs) other than the

Licensed Marks and other than any marks or names that contain the word “Marriott” or other Licensor Intellectual Property. The Licensee Marks include the name and mark “Horizons”, the name and mark “Grand Residences”, the names and marks “Vistana” and “Vistana Signature Experiences”, and all trademarks and names assigned by Licensor to Licensee under Section 13.7.A. The Licensee Marks do not include any of the Proprietary Marks.

3. Additional Definitions. The following definitions are added to Exhibit A to the MVW License Agreement:

“Future Conversion Lodging Properties” means hotels or other lodging facilities acquired by Licensee with the intent of having the same become Licensor Lodging Facilities and for the purpose of converting such Licensor Lodging Facilities to Licensed Destination Club Projects.

“Licensed Unbranded Projects” means the Vistana Beach Club and Harborside Resort at Atlantis Destination Club Projects existing as of March 4, 2022.

“Permitted Legacy Starwood Affiliate Names” is defined in Section 13.2A(3)(viii).

“Specified Fractional Licensed Marks” has the meaning set forth in the definition of “Licensed Marks.”

“Specified Fractional Licensed Names” has the meaning set forth in the definition of “Licensed Marks.”

“Specified Fractional Projects” means the fractional Destination Club Units existing as of March 4, 2022, located at: The St. Regis Residence Club, New York; The St. Regis Residence Club, Aspen; and The Phoenician Residences, The Luxury Collection Residence Club, and which are marketed, developed and/or operated under the Specified Fractional Licensed Marks using the System.

“Transferred Lodging Properties” means the two (2) properties contributed by Starwood Hotels & Resorts Worldwide, Inc. (“Starwood”) to Vistana pursuant to the Amended and Restated Separation Agreement among Starwood, Vistana and ILG dated as of April 18, 2016, for conversion, in whole or in part, into Licensed Destination Club Projects, such properties being The Westin Resort and Spa, Cancun; and The Westin Resort and Spa, Puerto Vallarta.

“Vistana Legacy Projects” means all Destination Club Projects that use a name that includes “Sheraton,” “Westin,” “St. Regis,” or “Luxury Collection” in any form as of March 4, 2022, which are set forth on Attachment 1 to this Umbrella IP Amendment.

4. License. Section 1.A(i) of the MVW License Agreement is amended and restated as follows:

“(i) (x) a limited, exclusive license during the Term to use the Licensed Marks and the System for the activities described in (i) through (vi) of the definition of Destination Club Business, (y) a limited, exclusive license during the Term to use the names and marks described in (i) through (iv) and (vi) through (viii) of the definition of Licensed Marks for the activities described in (vii) of the definition of Destination Club Business, and (z) a



limited, non-exclusive license during the Term to use the names and marks described in (v), (ix) and (x) of the definition of Licensed Marks and the System for the activities described in (vii) of the definition of Destination Club Business, all in connection with the operation of the Licensed Destination Club Business, including the operation of Existing Projects and the development and operation of New Projects, in accordance with the System and this Agreement; and”

5. Specified Fractional Projects and Licensed Unbranded Projects. The “and” after Section 1.A(i) of the MVW License Agreement is deleted and the following provisions are added to the MVW License Agreement immediately after Section 1.A(ii):

“(iii) the limited exclusive right for the Destination Club Business, solely to the extent it relates to the Specified Fractional Projects, to be sold, marketed, managed, operated and/or financed under the Specified Fractional Licensed Names using the System;

(iv) the limited exclusive right for the Specified Fractional Projects to be marketed, managed, developed and/or operated under the Specified Fractional Licensed Marks using the System; and

(v) the limited right for the Licensed Unbranded Projects to be marketed, developed and/or operated using the System. For the avoidance of doubt, all provisions of this Agreement shall apply to the Licensed Unbranded Projects in the same manner as all Licensed Destination Club Projects, except solely to the extent such provisions relate to the use of the Licensed Marks (including the application of Brand Style and Communication Standards relating to the Licensed Marks) and other brand-specific requirements. Notwithstanding anything to the contrary in this Agreement, Licensor does not grant Licensee any rights to use the Licensed Marks with respect to the Licensed Unbranded Projects.”

[Section 1.A and Section 1.B of the Vistana License Agreement are superseded by Section 1.A and Section 1.B of the MVW License Agreement]

6. Condominium Hotels. Section 1.C of the MVW License Agreement is replaced in its entirety with the following:

“C. Licensee shall have no right to use the Licensed Marks or Branded Elements in connection with the development or sales or the marketing, operating, managing or financing of units in a Condominium Hotel (other than the Transferred Lodging Properties or any Future Conversion Lodging Properties pursuant to the applicable hotel management or franchise agreement entered into between Licensee and Licensor, or their respective Affiliates).

[Section 1.C of the Vistana License Agreement is superseded by Section 1.C of the MVW License Agreement]

7. Exclusivity. Section 2.2.A(i) of the MVW License Agreement is amended and restated as follows:

“(i) use, or license any third party to use, the Licensed Marks or the names and marks “Marriott”, “Westin” or “Sheraton” (other than as part of one or more corporate names of

Licensor or its Affiliates) or the Branded Elements in connection with (u) developing or operating Destination Club Projects; (v) developing, selling, marketing, managing, operating, or financing Destination Club Products or Destination Club Units; (w) developing, selling, marketing, or operating Exchange Programs; (x) managing rental programs associated with Destination Club Products; (y) establishing or operating sales facilities for Destination Club Products; or (z) managing member services related to Destination Club Products;”

[Section 2.2 of the Vistana License Agreement is superseded by Section 2.2 of the MVW License Agreement]

8. Licensor Reserved Rights. Section 2.3.B and Section 2.3.C of the MVW License Agreement are amended and restated as follows:

“B. For avoidance of doubt, Licensor and its Affiliates expressly retain the right to use the names and marks “Marriott,” “Sheraton,” “Westin,” “St. Regis” and “Luxury Collection” (but not the names and marks “Marriott Vacation Club,” “Grand Residences by Marriott,” “Sheraton Vacation Club,” or “Westin Vacation Club,” in such exact order and form) in connection with branding a passenger ship or cruise line or lodging facilities on a passenger ship or cruise line, provided, that Licensor and its Affiliates shall not use the Branded Elements for developing, selling, marketing, managing, operating, or financing Destination Club Products or Destination Club Units on a passenger ship or cruise line.

C. Licensee agrees that Licensor and its Affiliates expressly retain the right to (i) engage in the Lodging Business and any other business operations except the exclusively licensed aspects of the Destination Club Business, subject to the Ritz-Carlton License Agreement, and Sections 2.2 and 2.5; (ii) allow other Licensor Lodging Facilities operated, licensed, or franchised by Licensor or its Affiliates to use various components of the System (including the Reservation System) that are not used exclusively in connection with the Destination Club Business; and (iii) use the names and marks “Marriott,” “Sheraton,” “Westin,” “St. Regis” and “Luxury Collection” (but not the names and marks “Marriott Vacation Club,” “Grand Residences by Marriott,” “Sheraton Vacation Club,” or “Westin Vacation Club,” in such exact order and form) and Branded Elements in connection with developing, selling, marketing, managing, operating, and financing units in a Condominium Hotel; all provided that, unless Licensee otherwise agrees in writing, no such activities above may involve or utilize in any way the Licensee Intellectual Property.”

9. Modification of Brand Standards. Section 7.2.B(ii)(5) of the MVW License Agreement is amended and restated as follows:

“(5) the Brand Standards related to any of the Licensed Marks described in (ix) and/or (x) of the definition of Licensed Marks and/or the appearance, including the color, font, stylization, script, or format, of the words “Marriott,” “Sheraton,” “Westin,” “St. Regis,” or “Luxury Collection” used as part of the Licensed Marks, subject in each case to the requirements of Section 13.2.B(3);”

10. Logoed Collateral Merchandise. The following is added immediately before the definition of “Illegal Facilities” in Section 9.1.G of the MVW License Agreement: “or in a

manner that fails to comply with the International Labor Organization’s Minimum Age Convention No. 138 and the Worst Forms of Child Labour Convention No. 182”.

[Section 8.1.D of the Vistana License Agreement is superseded by Section 9.1G of the MVW License Agreement]

11. Marketing Alliances and Exchange Affiliations. The reference to “Effective Date” in Section 9.3.A of the MVW License Agreement is replaced with “May 11, 2016”.

[Section 8.3 of the Vistana License Agreement is superseded by Section 9.3 of the MVW License Agreement]

12. Vulnerable Registrations. Section 13.1.C(2) of the MVW License Agreement is amended and restated in its entirety as follows:

- “(2) Licensor has the right to grant the license contemplated hereunder, subject to the following: (a) neither Licensor nor its Affiliates own trademark registrations or applications for the Licensed Marks for some or all of the Licensed Services in every country or jurisdiction of the Territory and some countries or jurisdictions do not permit registration of service marks or do not have trademark registration systems (each, an “Unregistered Area”), and (b) Licensor or its Affiliates own trademark registrations for the Licensed Marks for the Licensed Services in countries or jurisdictions in the Territory in which it does not currently render Licensed Services and/or hotel services under the Licensed Marks, and some of these registrations may be susceptible to cancellation in whole or in part for nonuse or abandonment now or in the future (“Vulnerable Registrations”). Upon written request from Licensee with respect to the use of a Licensed Mark in a specific country or jurisdiction, Licensor will inform Licensee within sixty (60) days if there are any Vulnerable Registrations in such country or jurisdiction. This provision does not require Licensor to obtain opinions or advice from foreign counsel or other counsel regarding the potential vulnerability of the registrations, but rather only requires Licensor to identify if any such country or jurisdiction may have Vulnerable Registrations based on the information possessed by Licensor at the time.”

[Section 13.1 of the Vistana License Agreement (except for Section 13.1.A., which remains effective and is not superseded by Section 13.1.A. of the MVW License Agreement) is superseded by Section 13.1 of the MVW License Agreement.]

13. Social Media. Section 13.2.A(8) of the MVW License Agreement is amended and restated in its entirety as follows:

“If Licensee or any of its Affiliates registers or has registered or directly or indirectly controls any domain name or social media name or handle that is determined by Licensor to be similar to the domain names owned by Licensor or its Affiliates as described in Section 13.2.B(1) below or that incorporate any of the Proprietary Marks (or any variation thereof), Licensee or its Affiliates, as applicable, must unconditionally assign such domain names and social media names and handles to Licensor or its Affiliate;”

[Section 13.2 of the Vistana License Agreement is superseded by Section 13.2 of the MVW License Agreement (as further amended immediately below)]

14. Corporate Names. The following is added as new Section 13.2A(3)(viii) of the MVW License Agreement:

“For the avoidance of doubt, Licensee shall have no right to use the names or marks “Sheraton,” “Westin,” “St. Regis” or “Luxury Collection” as (or as a part of) Licensee’s or its Affiliates’ legal entity names, except for the Permitted Legacy Starwood Affiliate Names or except with Licensor’s prior written consent, which may be withheld in its sole discretion. If Licensee or its Affiliates use any such names or any variation thereof in violation of this Section 13.2A(viii), then, in addition to any damages that Licensor or its Affiliates may be entitled to hereunder or under Applicable Law, Licensor will have the right to require Licensee or its Affiliates, as applicable, to pay royalties with respect to Licensee’s or its Affiliates’ use of such name or variation thereof. If Licensor in its sole discretion does consent to use of “Sheraton,” “Westin,” “St. Regis” or “Luxury Collection” or a variation thereof as part of a legal entity name by a Licensee or its Affiliate, such consent or agreement by Licensor to the use of the names and variations (as applicable) is given solely for such use as part of the legal entity names and DBAs, during the applicable time period designated for each such name, and in accordance with the terms and conditions governing the use thereof, in each case, as set forth on Exhibit N attached hereto and for no other purpose (such legal entity names and DBAs set forth in Exhibit N, the “Permitted Legacy Starwood Affiliate Names”). If Licensee materially fails to fulfill any obligations or conditions, or breaches any restrictions, in each case, required to be complied with pursuant to this Section 13.2A(3)(viii), Licensor shall have the right (i) to revoke its consent to Licensee’s use of the applicable Proprietary Mark (and applicable abbreviations and variations thereof) as part of the Permitted Legacy Starwood Affiliate Names in which case Licensee or its applicable Affiliates shall as soon as reasonably practicable make all necessary filings with all governmental authorities necessary to effect the elimination of the applicable Proprietary Mark (and applicable abbreviations and variations thereof) from the relevant Permitted Legacy Starwood Affiliate Names, and (ii) to institute any and all proceedings permitted by Applicable Law or in equity with respect to such failure, including, without limitation, actions for injunctive and/or declaratory relief (including specific performance) and/or damages.”

15. Discontinuation or Modification of Licensed Marks. Section 13.2.B(3)(a) of the MVW License Agreement is amended and restated as follows:

“ (a) Licensor may require Licensee to discontinue or modify Licensee’s use of any of the Licensed Marks or to use one or more additional or substitute or modified marks; provided, however, that Licensor shall not amend, modify, delete, or change the words “Marriott,” “Sheraton,” “Westin,” “St. Regis” or “Luxury Collection” in any of the Licensed Marks described in clauses (i) through (iv) or (vi) through (viii) of the definition of “Licensed Marks” as used in connection with the Licensed Business (other than the appearance, including the color, font, stylization, script, or format of the words “Marriott,” “Sheraton,” “Westin,” “St. Regis” or “Luxury Collection” used as part of such Licensed Marks, provided that Licensor will not change the size or location of the

word “Marriott” in relation to the other components of the marks described in (i) through (iv) or (vi) through (viii) of the definition of Licensed Marks) without Licensee’s prior written consent in its sole discretion. Notwithstanding the foregoing, Licensee will not be required to discontinue using or change any Licensed Mark that is used solely in connection with the Licensed Business and is not the same as or similar to any mark owned by Licensor or its Affiliates for use in connection with Licensor Lodging Facilities or other businesses and activities of Licensor and its Affiliates; and”

16. Vistana Legacy Project Names. Licensor and Licensee acknowledge that the Vistana License Agreement will continue to govern the project names of the Vistana Legacy Projects until such time as the MVW License Agreement is amended to govern such project names or the Vistana License Agreement is consolidated into the A&R MVW License Agreement. Licensor and Licensee will work in good faith to agree on a mutually satisfactory treatment of the project names for the Vistana Legacy Projects in connection with the negotiation of the A&R MVW License Agreement. Licensee acknowledges that Licensor’s agreement to include the carve-out in item (iii) of the amended definition of “Licensed Project Names” should not be construed against Licensor in any manner in connection with the negotiation of the treatment of the project names for the Vistana Legacy Projects under the A&R MVW License Agreement.

17. Exhibits. The Exhibits to the MVW License Agreement are amended as follows:

- a. Exhibit M hereto is added as new Exhibit M to the MVW License Agreement.
- b. Exhibit N hereto is added as new Exhibit N to the MVW License Agreement.

**[Signatures Appear on Following Pages]**

Sincerely,

**MARRIOTT VACATIONS WORLDWIDE CORPORATION**

By: /s/ Ralph Lee Cunningham

**Name:** Ralph Lee Cunningham

**Title:** Executive Vice President & Chief Operating Officer -Vacation Ownership

**ILG, LLC**

By: /s/ John E. Geller, Jr.

**Name:** John E. Geller, Jr.

**Title:** Manager

**VISTANA SIGNATURE EXPERIENCES, INC.**

By: /s/ John E. Geller, Jr.

**Name:** John E. Geller, Jr.

**Title:** Executive Vice President

**ACKNOWLEDGED AND AGREED  
THIS 4th DAY OF MARCH, 2022**

**MARRIOTT INTERNATIONAL, INC.**

By: /s/ Timothy Grisius  
Name: Timothy Grisius  
Title: Global Real Estate Officer

**MARRIOTT WORLDWIDE CORPORATION**

By: /s/ Timothy Grisius  
Name: Timothy Grisius  
Title: Authorized Signatory

**STARWOOD HOTELS & RESORTS WORLDWIDE, LLC**

By: /s/ Timothy Grisius  
Name: Timothy Grisius  
Title: Authorized Signatory

**EXHIBIT M**

**ADDITIONAL LICENSED MARKS,**

<b>Mark</b>	<b>Exclusive or Non-Exclusive</b>	<b>Duration of Use</b>	<b>Purpose</b>
Sheraton Flex	Exclusive	From the Effective Date until the earlier of the date on which (1) the “Sheraton Flex” Licensed Non-Site Specific Destination Club Program is Deflagged, and (2) this Agreement expires or terminates	Solely for the operation, marketing, sales and promotion of the “Sheraton Flex” Licensed Non-Site Specific Destination Club Program
Sheraton Vacations	Non-Exclusive	From the Effective Date until the date on which this Agreement expires or terminates.	Solely on marketing materials that are used to promote preview stays at “Sheraton”-branded Licensed Destination Club Projects or Licensor Lodging Facilities where no tour or sales presentation is required to be attended in order to receive such promotional stay or related benefits, in conjunction with disclaimers, logo lockups and other disclosure required or permitted, as applicable, by Licensor and its Affiliates
Westin Vacations	Non-Exclusive	From the Effective Date until the date on which this Agreement expires or terminates.	Solely on marketing materials that are used to promote preview stays at “Westin”-branded Licensed Destination Club Projects or Licensor Lodging Facilities where no tour or sales presentation is required to be attended in order to receive such promotional stay or related benefits, in conjunction with disclaimers, logo lockups and other disclosure required or permitted, as applicable, by Licensor and its Affiliates
StarOptions	Exclusive	From the Effective Date until the date on which this Agreement expires or terminates.	For use as the name of the points in the internal exchange program for Vistana Signature Network



**EXHIBIT N**

**USE OF LICENSOR NAMES IN CORPORATE NAMES**

<b>APPROVED CORPORATE NAME</b>	<b>TIME PERIOD (UNLESS EARLIER REVOKED PURSUANT TO NOTE A BELOW)</b>	<b>PURPOSE</b>
<b>Developer Entities</b>		
St. Regis Residence Club, New York Inc.	From the Effective Date until such time as Licensee takes steps to update its Offering Documents for The St. Regis Residence Club, New York, or otherwise takes steps to register or take similar action with any governmental authority with respect to such Specified Fractional Project, in either case, to enable Licensee to re-commence sales of Destination Club Products for such Specified Fractional Project.	Solely to be used as part of the legal entity name for the entity that acts as the developer for The St. Regis Residence Club, New York.  Not to be used for marketing purposes or in any other consumer-facing capacity, other than to the extent the legal entity name is required to be disclosed in the relevant Offering Documents in effect as of the Effective Date or in reasonably necessary ordinary course communications with existing owners.
St. Regis Residence Club of Colorado, Inc.	From the Effective Date until such time as Licensee takes steps to update its Offering Documents for The St. Regis Residence Club, Aspen, or otherwise takes steps to register or take similar action with any governmental authority with respect to such Specified Fractional Project, in either case, to enable Licensee to re-commence sales of Destination Club Products for such Specified Fractional Project.	Solely to be used as part of the legal entity name for the entity that acts as the developer for The St. Regis Residence Club, Aspen.  Not to be used for marketing purposes or in any other consumer-facing capacity, other than to the extent the legal entity name is required to be disclosed in the relevant Offering Documents in effect as of the Effective Date or in reasonably necessary ordinary course communications with existing owners.
Sheraton Flex Vacations, LLC	From the Effective Date until such time as the “Sheraton Flex” Licensed Non-Site Specific Destination Club Program has been Deflagged.	Solely to be used as part of the legal entity name for the entity that sells interests in, markets and promotes the “Sheraton Flex” Licensed Non-Site Specific Destination Club Program.  Not to be used for marketing purposes or in any other consumer-facing capacity, other than to the extent the legal entity name is required to be disclosed in the relevant Offering Documents.  For the avoidance of doubt, the foregoing sentence does not limit Licensee’s right to use the “Sheraton Flex” Licensed Mark pursuant to the terms of the License Agreement.

APPROVED CORPORATE NAME	TIME PERIOD (UNLESS EARLIER REVOKED PURSUANT TO NOTE A BELOW)	PURPOSE
Westin St. John Hotel Company, Inc.	From the Effective Date until the earlier of such time that (i) The Westin St. John Resort & Villas (or The Westin St. John Resort Villas) is no longer in operation, and (ii) there is no longer any material tax consequence to Licensee associated with changing the entity's name.	Solely to be used as part of the legal entity name for the entity that acts as (i) the operator of the hotel portion of The Westin St. John Resort & Villas, and (ii) the developer for The Westin St. John Resort & Villas or The Westin St. John Resort Villas, as applicable.  Not to be used for marketing purposes or in any other consumer-facing capacity, other than to the extent the legal entity name is required to be disclosed in the relevant Offering Documents.
<b>Management Entities</b>		
St. Regis Colorado Management, Inc.	From the Effective Date until such time as Licensee takes steps to update its Offering Documents for The St. Regis Residence Club, Aspen, or otherwise takes steps to register or take similar action with any governmental authority with respect to such Specified Fractional Project, in either case, to enable Licensee to re-commence sales of Destination Club Products for such Specified Fractional Project.	Solely to be used as part of the legal entity name for the entity that acts as the manager for The St. Regis Residence Club, Aspen.  Not to be used for marketing purposes or in any other consumer-facing capacity, other than to the extent the legal entity name is required to be disclosed in the relevant Offering Documents in effect as of the Effective Date or in reasonably necessary ordinary course communications with existing owners.
St. Regis New York Management, Inc.	From the Effective Date until such time as Licensee takes steps to update its Offering Documents for The St. Regis Residence Club, New York, or otherwise takes steps to register or take similar action with any governmental authority with respect to such Specified Fractional Project, in either case, to enable Licensee to re-commence sales of Destination Club Products for such Specified Fractional Project.	Solely to be used as part of the legal entity name for the entity that acts as the manager for The St. Regis Residence Club, New York.  Not to be used for marketing purposes or in any other consumer-facing capacity, other than to the extent the legal entity name is required to be disclosed in the relevant Offering Documents in effect as of the Effective Date or in reasonably necessary ordinary course communications with existing owners.

APPROVED CORPORATE NAME	TIME PERIOD (UNLESS EARLIER REVOKED PURSUANT TO NOTE A BELOW)	PURPOSE
Westin Vacation Management Company (USVI)	From the Effective Date until the earlier of such time that (i) The Westin St. John Resort & Villas (or The Westin St. John Resort Villas) is no longer in operation, and (ii) there is no longer any material tax consequence to Licensee associated with changing the entity's name.	Solely to be used as part of the legal entity name for the entity that acts as the manager for The Westin St. John Resort & Villas or The Westin St. John Resort Villas, as applicable.  Not to be used for marketing purposes or in any other consumer-facing capacity, other than to the extent the legal entity name is required to be disclosed in the relevant Offering Documents or in reasonably necessary ordinary course communications with existing owners.
<b>Marketing Entities</b>		
Westin Sheraton Vacation Services, Inc.	From the Effective Date for so long as Licensee has a license to both SHERATON VACATIONS and WESTIN VACATIONS in accordance with the License Agreement.	Solely to be used as part of the legal entity name for the entity that promotes preview stays at "Westin" or "Sheraton"-branded Licensed Destination Club Projects or Licensor Lodging Facilities, provided no tour or sales presentation is required to be attended in order to receive such promotional stay or related benefit and such disclosure is in conjunction with disclaimers, logo lockups and other disclosure required or permitted, as applicable, by Licensor and its Affiliates.
<b>Securitization Entities</b>		
SVO 2011-A VOI Mortgage LLC	From the Effective Date until the earlier of (i) December 31, 2022, and (ii) such time as Licensor reasonably determines that the use of such name poses any actual risk of material liability to Licensor or its Affiliates (including any credible threat of a trademark infringement or other claim), and notifies Licensee that it and its Affiliates must immediately change such name.	Solely to be used as part of the legal entity name for the entity that pledged the receivables associated with the securitization in effect as of the Effective Date.  Not to be used for marketing purposes or in any other consumer-facing capacity, other than to the extent the legal entity name is required to be disclosed in the relevant financing documents or in reasonably necessary ordinary course communications with the obligors of the pledged receivables.

APPROVED CORPORATE NAME	TIME PERIOD (UNLESS EARLIER REVOKED PURSUANT TO NOTE A BELOW)	PURPOSE
SVO 2011-A VOI Mortgage Corp.	From the Effective Date until the earlier of (i) December 31, 2022, and (ii) such time as Licensor reasonably determines that the use of such name poses any actual risk of material liability to Licensor or its Affiliates (including any credible threat of a trademark infringement or other claim), and notifies Licensee that it and its Affiliates must immediately change such name.	Solely to be used as part of the legal entity name for the entity that is the sole member of SVO 2011-A VOI Mortgage LLC.  Not to be used for marketing purposes or in any other consumer-facing capacity, other than to the extent the legal entity name is required to be disclosed in the relevant financing documents.
SVO 2012-A VOI Mortgage Corp.	From the Effective Date until the earlier of (i) December 31, 2022, and (ii) such time as Licensor reasonably determines that the use of such name poses any actual risk of material liability to Licensor or its Affiliates (including any credible threat of a trademark infringement or other claim), and notifies Licensee that it and its Affiliates must immediately change such name.	Solely to be used as part of the legal entity name for the entity that is the sole member of SVO 2012-A VOI Mortgage LLC.  Not to be used for marketing purposes or in any other consumer-facing capacity, other than to the extent the legal entity name is required to be disclosed in the relevant financing documents.
SVO 2012-A VOI Mortgage LLC	From the Effective Date until the earlier of (i) December 31, 2022, and (ii) such time as Licensor reasonably determines that the use of such name poses any actual risk of material liability to Licensor or its Affiliates (including any credible threat of a trademark infringement or other claim), and notifies Licensee that it and its Affiliates must immediately change such name.	Solely to be used as part of the legal entity name for the entity that pledged the receivables associated with the securitization in effect as of the Effective Date.  Not to be used for marketing purposes or in any other consumer-facing capacity, other than to the extent the legal entity name is required to be disclosed in the relevant financing documents or in reasonably necessary ordinary course communications with the obligors of the pledged receivables.
SVOP Intermediate Corp.	From the Effective Date until the earlier of (i) December 31, 2022, and (ii) such time as Licensor reasonably determines that the use of such name poses any actual risk of material liability to Licensor or its Affiliates (including any credible threat of a trademark infringement or other claim), and notifies Licensee that it and its Affiliates must immediately change such name.	Solely to be used as part of the legal entity name for the entity that serves as an intermediate special purpose entity for the 2009 – 2012 securitizations in effect as of the Effective Date.  Not to be used for marketing purposes or in any other consumer-facing capacity, other than to the extent the legal entity name is required to be disclosed in the relevant financing documents.

APPROVED DBA NAME	AGENCY WHERE FILED	TIME PERIOD (UNLESS EARLIER REVOKED PURSUANT TONOTE A BELOW)	PURPOSE
Sheraton Kauai	Hawaii, State of	From the Effective Date until the earlier of (i) such time as the registration lapses, and (ii) the date on which the relevant Licensed Destination Club Project or Transferred Lodging Property is Deflagged.	Solely to be used as the fictitious or “doing business as” name for Kauai Blue, Inc.  Not to be used for marketing purposes or in any other consumer-facing capacity, other than to the extent the name is required to be disclosed in the relevant Offering Documents relating to the relevant Licensed Destination Club Projects or the Sheraton Kauai Resort or in reasonably necessary ordinary course communications with existing owners of such property.
Westin Ka'anapali Ocean Resort Villas	Hawaii, State of	From the Effective Date until the earlier of (i) such time as the registration lapses, and (ii) the date on which the relevant Licensed Destination Club Project is Deflagged.	Solely to be used as the fictitious or “doing business as” name for VSE Pacific, Inc.  Not to be used for marketing purposes or in any other consumer-facing capacity, other than to the extent the name is required to be disclosed in the relevant Offering Documents relating to the relevant Licensed Destination Club Project or in reasonably necessary ordinary course communications with existing owners of such property.
The St. Regis Residence Club, New York	New York, State of	From the Effective Date until the earlier of (i) such time as the registration lapses, and (ii) the date on which the relevant Licensed Destination Club Project is Deflagged.	Solely to be used as the fictitious or “doing business as” name for Fifth and Fifty-Fifth Residence Club Association, Inc.  Not to be used for marketing purposes or in any other consumer-facing capacity, other than to the extent the name is required to be disclosed in the relevant Offering Documents relating to the relevant Licensed Destination Club Project or in reasonably necessary ordinary course communications with existing owners of such property.

The Westin St. John Resort & Villas	USVI Corp Division	From the Effective Date until the earlier of (i) such time as the registration lapses, and (ii) the date on which the relevant Licensed Destination Club Project is Deflagged.	Solely to be used as the fictitious or “doing business as” name for Westin St. John Hotel Company, Inc.  Not to be used for marketing purposes or in any other consumer-facing capacity, other than to the extent the name is required to be disclosed in the relevant Offering Documents relating to the relevant Licensed Destination Club Project or in reasonably necessary ordinary course communications with existing owners of such property.
Sheraton Steamboat Resort	Colorado, State of	From the Effective Date until the earlier of (i) such time as the registration lapses, and (ii) the date on which the relevant Licensed Destination Club Project is Deflagged.	Solely to be used as the fictitious or “doing business as” name for Steamboat Resort Village LLC.  Not to be used for marketing purposes or in any other consumer-facing capacity, other than to the extent the name is required to be disclosed in the relevant Offering Documents relating to the relevant Licensed Destination Club Project or in reasonably necessary ordinary course communications with existing owners of such property.

ATTACHMENT 1

VISTANA LEGACY PROJECTS<sup>1</sup>

Name of Project	Address of Project
<b>Sheraton Vistana Resort</b>	<b>Orlando, Florida</b>
<b>Sheraton Vistana Villages</b>	<b>Orlando, Florida</b>
<b>Sheraton PGA Vacation Resort</b>	<b>Port St. Lucie, Florida</b>
<b>The Westin Nanea Ocean Villas</b>	<b>Maui, Hawaii</b>
<b>The Westin Ka'anapali Ocean Resort Villas</b>	<b>Maui, Hawaii</b>
<b>The Westin Ka'anapali Ocean Resort Villas North</b>	<b>Maui, Hawaii</b>
<b>The Westin Princeville Ocean Resort Villas</b>	<b>Kauai, Hawaii</b>
Sheraton Kaua'i Resort Villas	Kauai, Hawaii
<b>The Westin Lagunamar Ocean Resort Villas &amp; Spa</b>	<b>Cancún, Mexico</b>
<b>The Westin Los Cabos Resort Villas &amp; Spa</b>	<b>Los Cabos, Mexico</b>
<b>The Westin St. John Resort Villas</b>	<b>St. John, USVI</b>
<b>Sheraton Broadway Plantation</b>	<b>Myrtle Beach, South Carolina</b>
<b>The Westin Mission Hills Resort Villas</b>	<b>Rancho Mirage, California</b>
<b>The Westin Desert Willow Villas, Palm Desert</b>	<b>Palm Desert, California</b>
<b>The Westin Kierland Villas</b>	<b>Scottsdale, Arizona</b>
<b>Sheraton Desert Oasis</b>	<b>Scottsdale, Arizona</b>
<b>Sheraton Mountain Vista</b>	<b>Vail Valley, Colorado</b>
<b>The Westin Riverfront Mountain Villas</b>	<b>Vail Valley, Colorado</b>
<b>Sheraton Lakeside Terrace Villas at Mountain Vista</b>	<b>Vail Valley, Colorado</b>
<b>Sheraton Steamboat Resort Villas</b>	<b>Steamboat Springs, Colorado</b>
The St. Regis Residence Club, New York	New York, New York
The St. Regis Residence Club, Aspen	Aspen, Colorado
The Phoenician Residences, The Luxury Collection Residence Club	Scottsdale, Arizona

<sup>1</sup> The Licensed Unbranded Projects, Vistana Beach Club and Harborside at Atlantis, are not included on the above list.

## AIRCRAFT TIME SHARING AGREEMENT

**THIS AIRCRAFT TIME SHARING AGREEMENT** (this “Agreement”) is made effective as of May 3, 2022 (the “Effective Date”), by and between Marriott International Administrative Services, Inc. (“Operator”), a corporation organized and existing under the laws of Delaware and a subsidiary of Marriott International, Inc. (“Marriott”), and Anthony Capuano, an individual (“Lessee”), who together are sometimes also referred to herein individually as a “Party” or collectively as “Parties.”

### RECITALS

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

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

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

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

- 1. TERM.** This Agreement shall commence on and be and continue in effect for a period of one (1) year from the Effective Date of this Agreement, and thereafter shall be automatically renewed for successive periods of one (1) year, unless terminated as provided in Section 15.
- 2. LEASE OF AIRCRAFT.** Operator agrees to lease the Aircraft to Lessee on a non-exclusive basis from time-to-time and subject to availability pursuant to the provisions of FAR 91.501(b)(6), 91.501(c)(1) and 91.501(d), and to provide, at its sole cost and expense, a fully qualified flight crew for all operations under this Agreement. Operator has contracted with an aviation management company to support Operator’s aircraft operations, including, but not limited to, providing fully qualified flight crew and maintenance support.
- 3. REIMBURSEMENT OF EXPENSES.** Lessee shall reimburse Operator for each flight conducted under this Agreement an amount equal to the following direct operating expenses, which in no event shall exceed the amount authorized to be reimbursed by FAR 91.501(d):
  - (a) Fuel, oil, lubricants, and other additives;
  - (b) Travel expenses of the crew, including food, lodging and ground transportation;
  - (c) Hangar and tie down costs away from the Aircraft’s base of operation;
  - (d) Insurance obtained for the specific flight;
  - (e) Landing fees, airport taxes and similar assessments;
  - (f) Customs, foreign permit, and similar fees directly related to the flight;



- (g) In-flight food and beverages;
- (h) Passenger ground transportation;
- (i) Flight planning and weather contract services; and
- (j) An additional charge for other flight-specific costs in the amount of 100% of the expenses listed in item (a) of this section.

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

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

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

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

**7. SCHEDULING FLIGHTS.** Lessee rights to schedule the use of the Aircraft shall at all times be subordinate to business use requirements of Operator, and Operator shall have final authority over the scheduling of the Aircraft, *provided, however*, that Operator will use its best efforts to provide the aircraft requested and otherwise accommodate Lessee's needs and to avoid conflicts in scheduling. For purposes of this Agreement, the home base is Manassas Regional Airport-KHEF ("Home Base"). Positioning flights to other locations, and/or repositioning flights back to the Home Base shall be flights for Lessee, reimbursable under Section 3.

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

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

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

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

**12. INSURANCE.**

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

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

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

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

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

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

**14. DISCLAIMER OF WARRANTIES, LIMITATION OF LIABILITY.**

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

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

This Section 14 shall survive termination of this Agreement.

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

## 16. MISCELLANEOUS

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

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

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

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

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

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

## 17. TRUTH IN LEASING STATEMENT.

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

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

THE AIRCRAFT, THE LOCATION OF THE AIRPORT OF DEPARTURE, AND THE DEPARTURE TIME.

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

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

*[Signature page follows]*

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

**OPERATOR:**

**MARRIOTT INTERNATIONAL ADMINISTRATIVE SERVICES, INC.**

By: /s/ Kathleen K. Oberg  
Name: Kathleen K. Oberg  
Title: Vice President

**LESSEE:**

**ANTHONY CAPUANO**

By: /s/ Anthony Capuano

**AMENDED AND RESTATED  
AIRCRAFT TIME SHARING AGREEMENT**

This **AMENDED AND RESTATED AIRCRAFT TIME SHARING AGREEMENT** (this “Agreement”) is made effective as of May 3, 2022 (the “Effective Date”), by and between Marriott International Administrative Services, Inc. (“Operator”), a corporation organized and existing under the laws of Delaware and a subsidiary of Marriott International, Inc. (“Marriott”), and J. Willard Marriott, Jr., an individual (“Lessee”), who together are sometimes also referred to herein individually as a “Party” or collectively as “Parties.”

**RECITALS**

**WHEREAS**, the Parties entered into that certain Aircraft Time Sharing Agreement, dated September 20, 2018 (the “Original Time Sharing Agreement”), pursuant to which Operator agreed to lease the Aircraft (as defined herein) to Lessee, and Lessee has agreed to lease the Aircraft from Operator from time to time, subject to the terms and conditions contained therein; and

**WHEREAS**, the Parties wish to revise certain provisions due to Lessee’s retirement from Marriott on May 6, 2022 and transition to a lifetime honorary role of Chairman Emeritus of Marriott; and

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

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

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

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

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

- 1. TERM.** This Agreement shall commence on and be and continue in effect for a period of one (1) year from the Effective Date of this Agreement, and thereafter shall be automatically renewed for successive periods of one (1) year, unless terminated as provided in Section 15.
- 2. LEASE OF AIRCRAFT.** Operator agrees to lease the Aircraft to Lessee on a non-exclusive basis from time-to-time and subject to availability pursuant to the provisions of FAR 91.501(b)(6), 91.501(c)(1) and 91.501(d), and to provide, at its sole cost and expense, a fully qualified flight crew for all operations under this Agreement. Operator has contracted with an aviation management company to

support Operator's aircraft operations, including, but not limited to, providing fully qualified flight crew and maintenance support.

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

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

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

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

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

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



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

**7. SCHEDULING FLIGHTS.** Lessee rights to schedule the use of the Aircraft shall at all times be subordinate to business use requirements of Operator, and Operator shall have final authority over the scheduling of the Aircraft, *provided, however*, that Operator will use its best efforts to provide the aircraft requested and otherwise accommodate Lessee's needs and to avoid conflicts in scheduling. For purposes of this Agreement, the home base is Manassas Regional Airport-KHEF ("Home Base"). Positioning flights to other locations, and/or repositioning flights back to the Home Base shall be flights for Lessee, reimbursable under Section 3.

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

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

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

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

**12. INSURANCE.**

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

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

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

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

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

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

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

#### **14. DISCLAIMER OF WARRANTIES, LIMITATION OF LIABILITY.**

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

DAMAGES CONSISTING OF DAMAGES FOR LOSS OF USE OR DEPRECIATION OF VALUE OF THE AIRCRAFT, LOSS OF PROFIT OR INSURANCE DEDUCTIBLE.

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

This Section 14 shall survive termination of this Agreement.

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

## **16. MISCELLANEOUS**

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

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

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

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

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

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

**17. TRUTH IN LEASING STATEMENT.**

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

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

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

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

*[Signature page follows]*

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

**OPERATOR:**

**LESSEE:**

**MARRIOTT INTERNATIONAL ADMINISTRATIVE  
SERVICES, INC.**

**J. WILLARD MARRIOTT, JR.**

By: /s/ Kathleen K. Oberg  
Name: Kathleen K. Oberg  
Title: Vice President

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

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

I, Anthony G. Capuano, certify that:

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

May 4, 2022

/s/ Anthony G. Capuano

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

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

I, Kathleen K. Oberg, certify that:

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

May 4, 2022

/s/ Kathleen K. Oberg

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

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

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

- (1) the quarterly report on Form 10-Q of the Company for the period ended March 31, 2022, (the "Quarterly Report") fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m or 78o(d)); and
- (2) the information contained in the Quarterly Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

May 4, 2022

/s/ Anthony G. Capuano

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

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

- (1) the quarterly report on Form 10-Q of the Company for the period ended March 31, 2022, (the "Quarterly Report") fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m or 78o(d)); and
- (2) the information contained in the Quarterly Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

May 4, 2022

/s/ Kathleen K. Oberg

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