

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

FORM 10-Q

QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
For the quarterly period ended September 30, 2018
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
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)

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, 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 checkmark 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: 341,130,300 shares of Class A Common Stock, par value \$0.01 per share, outstanding at October 24, 2018.

[Table of Contents](#)

**MARRIOTT INTERNATIONAL, INC.
FORM 10-Q TABLE OF CONTENTS**

	<u>Page No.</u>
Part I.	Financial Information (Unaudited):
Item 1.	Financial Statements
	Condensed Consolidated Statements of Income - Three and Nine Months Ended September 30, 2018 and September 30, 2017 3
	Condensed Consolidated Statements of Comprehensive Income - Three and Nine Months Ended September 30, 2018 and September 30, 2017 4
	Condensed Consolidated Balance Sheets - as of September 30, 2018 and December 31, 2017 5
	Condensed Consolidated Statements of Cash Flows - Nine Months Ended September 30, 2018 and September 30, 2017 6
	Notes to Condensed Consolidated Financial Statements 7
Item 2.	Management's Discussion and Analysis of Financial Condition and Results of Operations 24
	Forward-Looking Statements 24
Item 3.	Quantitative and Qualitative Disclosures About Market Risk 40
Item 4.	Controls and Procedures 40
Part II.	Other Information:
Item 1.	Legal Proceedings 42
Item 1A.	Risk Factors 42
Item 2.	Unregistered Sales of Equity Securities and Use of Proceeds 52
Item 6.	Exhibits 53
	Signature 54

PART I – FINANCIAL INFORMATION

Item 1. Financial Statements

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

	Three Months Ended		Nine Months Ended	
	September 30, 2018	September 30, 2017	September 30, 2018	September 30, 2017
REVENUES				
Base management fees	\$ 279	\$ 269	\$ 852	\$ 818
Franchise fees	502	419	1,394	1,182
Incentive management fees	151	138	482	433
Gross fee revenues	932	826	2,728	2,433
Contract investment amortization	(13)	(11)	(44)	(34)
Net fee revenues	919	815	2,684	2,399
Owned, leased, and other revenue	397	433	1,226	1,309
Cost reimbursement revenue	3,733	3,830	11,491	11,493
	5,049	5,078	15,401	15,201
OPERATING COSTS AND EXPENSES				
Owned, leased, and other-direct	315	351	985	1,057
Depreciation, amortization, and other	52	54	164	176
General, administrative, and other	221	205	685	651
Merger-related costs and charges	12	28	64	100
Reimbursed expenses	3,879	3,650	11,693	11,137
	4,479	4,288	13,591	13,121
OPERATING INCOME	570	790	1,810	2,080
Gains and other income, net	18	6	191	31
Interest expense	(86)	(73)	(246)	(216)
Interest income	5	9	16	24
Equity in earnings	61	6	95	29
INCOME BEFORE INCOME TAXES	568	738	1,866	1,948
Provision for income taxes	(85)	(253)	(375)	(603)
NET INCOME	\$ 483	\$ 485	\$ 1,491	\$ 1,345
EARNINGS PER SHARE				
Earnings per share - basic	\$ 1.39	\$ 1.30	\$ 4.23	\$ 3.55
Earnings per share - diluted	\$ 1.38	\$ 1.29	\$ 4.18	\$ 3.51
CASH DIVIDENDS DECLARED PER SHARE	\$ 0.41	\$ 0.33	\$ 1.15	\$ 0.96

See Notes to Condensed Consolidated Financial Statements.

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

	Three Months Ended		Nine Months Ended	
	September 30, 2018	September 30, 2017	September 30, 2018	September 30, 2017
Net income	\$ 483	\$ 485	\$ 1,491	\$ 1,345
Other comprehensive (loss) income:				
Foreign currency translation adjustments	(66)	107	(313)	457
Derivative instrument adjustments, net of tax	(1)	(5)	7	(13)
Unrealized gain (loss) on available-for-sale securities, net of tax	—	1	—	(1)
Pension and postretirement adjustments, net of tax	—	—	—	—
Reclassification of losses, net of tax	2	4	18	5
Total other comprehensive (loss) income, net of tax	(65)	107	(288)	448
Comprehensive income	<u>\$ 418</u>	<u>\$ 592</u>	<u>\$ 1,203</u>	<u>\$ 1,793</u>

See Notes to Condensed Consolidated Financial Statements.

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

	September 30, 2018	December 31, 2017
ASSETS		
Current assets		
Cash and equivalents	\$ 373	\$ 383
Accounts and notes receivable, net	2,175	1,973
Prepaid expenses and other	242	235
Assets held for sale	13	149
	2,803	2,740
Property and equipment, net	1,967	1,793
Intangible assets		
Brands	5,809	5,922
Contract acquisition costs and other	2,594	2,622
Goodwill	9,067	9,207
	17,470	17,751
Equity method investments	689	734
Notes receivable, net	122	142
Deferred tax assets	171	93
Other noncurrent assets	611	593
	\$ 23,833	\$ 23,846
LIABILITIES AND SHAREHOLDERS' EQUITY		
Current liabilities		
Current portion of long-term debt	\$ 617	\$ 398
Accounts payable	759	783
Accrued payroll and benefits	1,253	1,214
Liability for guest loyalty program	2,305	2,121
Accrued expenses and other	1,117	1,291
	6,051	5,807
Long-term debt	8,710	7,840
Liability for guest loyalty program	3,317	2,819
Deferred tax liabilities	551	605
Deferred revenue	632	583
Other noncurrent liabilities	2,248	2,610
Shareholders' equity		
Class A Common Stock	5	5
Additional paid-in-capital	5,773	5,770
Retained earnings	8,705	7,242
Treasury stock, at cost	(11,850)	(9,418)
Accumulated other comprehensive loss	(309)	(17)
	2,324	3,582
	\$ 23,833	\$ 23,846

See Notes to Condensed Consolidated Financial Statements.

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

	Nine Months Ended	
	September 30, 2018	September 30, 2017
OPERATING ACTIVITIES		
Net income	\$ 1,491	\$ 1,345
Adjustments to reconcile to cash provided by operating activities:		
Depreciation, amortization, and other	208	210
Share-based compensation	140	139
Income taxes	(192)	190
Liability for guest loyalty program	681	156
Contract acquisition costs	(110)	(126)
Merger-related charges	(37)	(117)
Working capital changes	(233)	(124)
Gain on asset dispositions	(191)	(30)
Other	67	108
Net cash provided by operating activities	<u>1,824</u>	<u>1,751</u>
INVESTING ACTIVITIES		
Capital expenditures	(462)	(155)
Dispositions	460	482
Loan advances	(13)	(85)
Loan collections	47	91
Other	49	(6)
Net cash provided by investing activities	<u>81</u>	<u>327</u>
FINANCING ACTIVITIES		
Commercial paper/Credit Facility, net	1,045	480
Issuance of long-term debt	443	1
Repayment of long-term debt	(391)	(305)
Issuance of Class A Common Stock	4	4
Dividends paid	(404)	(362)
Purchase of treasury stock	(2,513)	(2,105)
Share-based compensation withholding taxes	(105)	(144)
Net cash used in financing activities	<u>(1,921)</u>	<u>(2,431)</u>
DECREASE IN CASH, CASH EQUIVALENTS, AND RESTRICTED CASH	(16)	(353)
CASH, CASH EQUIVALENTS, AND RESTRICTED CASH, beginning of period ⁽¹⁾	429	887
CASH, CASH EQUIVALENTS, AND RESTRICTED CASH, end of period ⁽¹⁾	<u>\$ 413</u>	<u>\$ 534</u>

⁽¹⁾ The 2018 amounts include beginning restricted cash of \$46 million at December 31, 2017, and ending restricted cash of \$40 million at September 30, 2018, 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)

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 (i) our Condensed Consolidated Financial Statements as our “Financial Statements,” (ii) our Condensed Consolidated Statements of Income as our “Income Statements,” (iii) our Condensed Consolidated Balance Sheets as our “Balance Sheets,” (iv) our Condensed Consolidated Statements of Cash Flows as our “Statements of Cash Flows,” (v) our properties, brands, or markets in the United States (“U.S.”) and Canada as “North America” or “North American,” and (vi) our properties, brands, or markets in our Caribbean and Latin America, Europe, and Middle East and Africa regions as “Other International,” and together with those in our Asia Pacific segment, as “International.” In addition, references throughout to numbered “Footnotes” refer to the numbered Notes in these Notes to Condensed Consolidated Financial Statements, unless otherwise noted.

These Financial Statements have not been audited. We have condensed or omitted certain information and footnote 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, 2017 (“2017 Form 10-K”). Certain terms not otherwise defined in this Form 10-Q have the meanings specified in our 2017 Form 10-K.

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

The accompanying Financial Statements reflect all normal and recurring adjustments necessary to present fairly our financial position as of September 30, 2018 and December 31, 2017, the results of our operations for the three and nine months ended September 30, 2018 and September 30, 2017, and cash flows for the nine months ended September 30, 2018 and September 30, 2017. Interim results may not be indicative of fiscal year performance because of seasonal and short-term variations. We have eliminated all material intercompany transactions and balances between entities consolidated in these Financial Statements.

The accompanying Financial Statements also reflect our adoption of several new accounting standards. See the “New Accounting Standards Adopted” caption below for additional information.

New Accounting Standards Not Yet Adopted

Accounting Standards Update (“ASU”) 2016-02 “Leases” (Topic 842). ASU 2016-02 introduces a lessee model that brings substantially all leases onto the balance sheet. Under the new standard, a lessee will recognize on its balance sheet a lease liability and a right-of-use asset for most leases, including operating leases. The new standard will also distinguish leases as either finance leases or operating leases. This distinction will affect how leases are measured and presented in the income statement and statement of cash flows. We will adopt the standard using the modified retrospective transition method as of January 1, 2019, and we will not apply the standard to the comparative periods presented in the year of adoption.

We are still assessing the potential impact that ASU 2016-02 will have on our financial statements and disclosures, but we expect that we will recognize right-of-use lease assets and related lease liabilities for operating leases in the range of \$1.0 billion to \$1.2 billion, with no impact to our Income Statements or Statements of Cash Flows. Our estimate represents the net present value of lease payments from leases that we had entered into as of September 30, 2018, and that are scheduled to commence by January 1, 2019. The actual impact may differ from

our estimate depending on our lease portfolio and discount rates on the adoption date. We do not expect any changes related to our current capital lease portfolio, which will be titled “finance leases” under ASU 2016-02.

New Accounting Standards Adopted

ASU 2016-18 “Restricted Cash” (Topic 230). ASU 2016-18 requires companies to include restricted cash with cash and cash equivalents when reconciling beginning and ending amounts shown on the statement of cash flows. We adopted ASU 2016-18 in the 2018 first quarter using the retrospective transition method, and accordingly, we revised prior period amounts, as shown in the “Statements of Cash Flows” table below.

ASU 2016-16 “Accounting for Income Taxes: Intra-Entity Transfers of Assets Other than Inventory” (Topic 740). ASU 2016-16 requires companies to recognize the income tax effects of intercompany sales of assets other than inventory when the transfer occurs. We adopted ASU 2016-16 in the 2018 first quarter using the modified retrospective transition method and recorded an adjustment of \$372 million for the cumulative effect to retained earnings at January 1, 2018.

ASU 2016-15 “Classification of Certain Cash Receipts and Cash Payments” (Topic 230). ASU 2016-15 specifies how certain cash receipts and payments are to be classified in the statement of cash flows and primarily impacts our presentation of cash outflows for commercial paper. Under ASU 2016-15, we are required to attribute a portion of the payments to accreted interest and classify that portion as cash outflows for operating activities. We adopted ASU 2016-15 in the 2018 first quarter using the retrospective transition method, and accordingly, we revised prior period amounts, as shown in the “Statements of Cash Flows” table below.

ASU 2016-01 “Recognition and Measurement of Financial Assets and Financial Liabilities” (Topic 825). ASU 2016-01 eliminates the available-for-sale classification for equity investments and requires companies to measure equity investments at fair value and recognize any changes in the fair value in net income. We adopted ASU 2016-01 in the 2018 first quarter using the modified retrospective transition method and recorded a cumulative-effect adjustment of \$4 million to retained earnings at January 1, 2018.

ASU 2014-09 “Revenue from Contracts with Customers” (Topic 606). ASU 2014-09 and several related ASUs (collectively referred to as “ASU 2014-09”) supersede the revenue recognition requirements in Topic 605, *Revenue Recognition*, as well as most industry-specific guidance, and provide a principles-based, comprehensive framework in Topic 606, *Revenue Recognition*. ASU 2014-09 also specifies the accounting for certain costs to obtain or fulfill a contract with a customer and provides enhanced disclosure requirements. We adopted ASU 2014-09 in the 2018 first quarter using the full retrospective transition method. See Footnote 2. Revenues for disclosures required by ASU 2014-09, including our revenue recognition accounting policies.

When we adopted ASU 2014-09, we applied the following expedients and exemptions, which are allowed by the standard, to our prior period Financial Statements and disclosures:

- We used the transaction price at the date of contract completion for our contracts that had variable consideration and were completed before January 1, 2018.
- We considered the aggregate effect of all contract modifications that occurred before January 1, 2016 when: (1) identifying satisfied and unsatisfied performance obligations; (2) determining the transaction price; and (3) allocating the transaction price to the satisfied and unsatisfied performance obligations.
- We did not: (1) disclose the amount of the transaction price that we allocated to remaining performance obligations; or (2) include an explanation of when we expect to recognize the revenue allocated to remaining performance obligations.

The cumulative effect of adopting ASU 2014-09 was a decrease in 2016 retained earnings of \$264 million.

The following tables present the effect of the adoption of ASUs 2014-09, 2016-15, and 2016-18 on our 2017 Financial Statements. Throughout this report, our 2017 financial results reflect the “As Adjusted” amounts shown in the tables below.

[Table of Contents](#)

Income Statements

	Three Months Ended			Nine Months Ended		
	September 30, 2017 (As Previously Reported)	Adoption of ASU 2014-09	September 30, 2017 (As Adjusted)	September 30, 2017 (As Previously Reported)	Adoption of ASU 2014-09	September 30, 2017 (As Adjusted)
<i>(\$ in millions, except per share amounts)</i>						
REVENUES						
Base management fees	\$ 269	\$ —	\$ 269	\$ 818	\$ —	\$ 818
Franchise fees	426	(7)	419	1,207	(25)	1,182
Incentive management fees	136	2	138	437	(4)	433
Gross fee revenues	831	(5)	826	2,462	(29)	2,433
Contract investment amortization	—	(11)	(11)	—	(34)	(34)
Net fee revenues	831	(16)	815	2,462	(63)	2,399
Owned, leased, and other revenue	452	(19)	433	1,349	(40)	1,309
Cost reimbursement revenue	4,380	(550)	3,830	13,208	(1,715)	11,493
	5,663	(585)	5,078	17,019	(1,818)	15,201
OPERATING COSTS AND EXPENSES						
Owned, leased, and other-direct	356	(5)	351	1,069	(12)	1,057
Depreciation, amortization, and other	68	(14)	54	218	(42)	176
General, administrative, and other	199	6	205	635	16	651
Merger-related costs and charges	28	—	28	100	—	100
Reimbursed expenses	4,380	(730)	3,650	13,208	(2,071)	11,137
	5,031	(743)	4,288	15,230	(2,109)	13,121
OPERATING INCOME	632	158	790	1,789	291	2,080
Gains and other income, net	6	—	6	31	—	31
Interest expense	(73)	—	(73)	(216)	—	(216)
Interest income	9	—	9	24	—	24
Equity in earnings	6	—	6	29	—	29
INCOME BEFORE INCOME TAXES	580	158	738	1,657	291	1,948
Provision for income taxes	(188)	(65)	(253)	(486)	(117)	(603)
NET INCOME	\$ 392	\$ 93	\$ 485	\$ 1,171	\$ 174	\$ 1,345
EARNINGS PER SHARE						
Earnings per share - basic	\$ 1.05	\$ 0.25	\$ 1.30	\$ 3.09	\$ 0.46	\$ 3.55
Earnings per share - diluted	\$ 1.04	\$ 0.25	\$ 1.29	\$ 3.06	\$ 0.45	\$ 3.51

[Table of Contents](#)

Statements of Comprehensive Income

	Three Months Ended			Nine Months Ended		
	September 30, 2017 (As Previously Reported)	Adoption of ASU 2014-09	September 30, 2017 (As Adjusted)	September 30, 2017 (As Previously Reported)	Adoption of ASU 2014-09	September 30, 2017 (As Adjusted)
<i>(\$ in millions)</i>						
Net income	\$ 392	\$ 93	\$ 485	\$ 1,171	\$ 174	\$ 1,345
Other comprehensive income:						
Foreign currency translation adjustments	107	—	107	457	—	457
Derivative instrument adjustments, net of tax	(5)	—	(5)	(13)	—	(13)
Unrealized gain (loss) on available-for-sale securities, net of tax	1	—	1	(1)	—	(1)
Pension and postretirement adjustments, net of tax	—	—	—	—	—	—
Reclassification of losses, net of tax	4	—	4	5	—	5
Total other comprehensive income, net of tax	107	—	107	448	—	448
Comprehensive income	\$ 499	\$ 93	\$ 592	\$ 1,619	\$ 174	\$ 1,793

[Table of Contents](#)

Balance Sheets

<i>(\$ in millions)</i>	December 31, 2017 (As Previously Reported) ⁽¹⁾	Adoption of ASU 2014- 09	December 31, 2017 (As Adjusted)
ASSETS			
Current assets			
Cash and equivalents	\$ 383	\$ —	\$ 383
Accounts and notes receivable, net	1,999	(26)	1,973
Prepaid expenses and other	216	19	235
Assets held for sale	149	—	149
	<u>2,747</u>	<u>(7)</u>	<u>2,740</u>
Property and equipment, net	1,793	—	1,793
Intangible assets			
Brands	5,922	—	5,922
Contract acquisition costs and other	2,884	(262)	2,622
Goodwill	9,207	—	9,207
	<u>18,013</u>	<u>(262)</u>	<u>17,751</u>
Equity method investments	735	(1)	734
Notes receivable, net	142	—	142
Deferred tax assets	93	—	93
Other noncurrent assets	426	167	593
	<u>\$ 23,949</u>	<u>\$ (103)</u>	<u>\$ 23,846</u>
LIABILITIES AND STOCKHOLDERS' EQUITY			
Current liabilities			
Current portion of long-term debt	\$ 398	\$ —	\$ 398
Accounts payable	783	—	783
Accrued payroll and benefits	1,214	—	1,214
Liability for guest loyalty program	2,064	57	2,121
Accrued expenses and other	1,541	(250)	1,291
	<u>6,000</u>	<u>(193)</u>	<u>5,807</u>
Long-term debt	7,840	—	7,840
Liability for guest loyalty program	2,876	(57)	2,819
Deferred tax liabilities	604	1	605
Deferred revenue	145	438	583
Other noncurrent liabilities	2,753	(143)	2,610
Shareholders' equity			
Class A Common Stock	5	—	5
Additional paid-in-capital	5,770	—	5,770
Retained earnings	7,391	(149)	7,242
Treasury stock, at cost	(9,418)	—	(9,418)
Accumulated other comprehensive loss	(17)	—	(17)
	<u>3,731</u>	<u>(149)</u>	<u>3,582</u>
	<u>\$ 23,949</u>	<u>\$ (103)</u>	<u>\$ 23,846</u>

⁽¹⁾ Includes reclassifications among various captions, including Deferred revenue and Other noncurrent liabilities, to conform to current period presentation.

[Table of Contents](#)

Statements of Cash Flows

(\$ in millions)	Nine Months Ended			Nine Months Ended	
	September 30, 2017 (As Previously Reported)	Adoption of ASU 2014-09	Adoption of ASUs 2016-18 and 2016-15	September 30, 2017 (As Adjusted)	
OPERATING ACTIVITIES					
Net income	\$ 1,171	\$ 174	\$ —	\$ 1,345	
Adjustments to reconcile to cash provided by operating activities:					
Depreciation, amortization, and other	218	(8)	—	210	
Share-based compensation	139	—	—	139	
Income taxes	73	117	—	190	
Liability for guest loyalty program	236	(80)	—	156	
Contract acquisition costs	—	(126)	—	(126)	
Merger-related charges	(117)	—	—	(117)	
Working capital changes	98	(219)	(3)	(124)	
Gain on asset dispositions	(30)	—	—	(30)	
Other	128	5	(25)	108	
Net cash provided by (used in) operating activities	1,916	(137)	(28)	1,751	
INVESTING ACTIVITIES					
Capital expenditures	(155)	—	—	(155)	
Dispositions	482	—	—	482	
Loan advances	(85)	—	—	(85)	
Loan collections	91	—	—	91	
Contract acquisition costs	(129)	129	—	—	
Other	(14)	8	—	(6)	
Net cash provided by investing activities	190	137	—	327	
FINANCING ACTIVITIES					
Commercial paper/Credit Facility, net	455	—	25	480	
Issuance of long-term debt	1	—	—	1	
Repayment of long-term debt	(305)	—	—	(305)	
Issuance of Class A Common Stock	4	—	—	4	
Dividends paid	(362)	—	—	(362)	
Purchase of treasury stock	(2,105)	—	—	(2,105)	
Share-based compensation withholding taxes	(144)	—	—	(144)	
Net cash (used in) provided by financing activities	(2,456)	—	25	(2,431)	
(DECREASE) INCREASE IN CASH, CASH EQUIVALENTS, AND RESTRICTED CASH	(350)	—	(3)	(353)	
CASH, CASH EQUIVALENTS, AND RESTRICTED CASH, beginning of period	858	—	29	887	
CASH, CASH EQUIVALENTS, AND RESTRICTED CASH, end of period	\$ 508	\$ —	\$ 26	\$ 534	

See Footnote 10. Accumulated Other Comprehensive Loss and Shareholders' Equity for the impact of the adoption of new accounting standards on our shareholders' equity.

2. REVENUES

Disaggregation of Revenues

The following tables present our revenues disaggregated by major revenue stream for the three and nine months ended September 30, 2018 and September 30, 2017.

	Three Months Ended September 30, 2018				
(\$ in millions)	North American Full-Service	North American Limited-Service	Asia Pacific	Other International	Total
Gross fee revenues	\$ 305	\$ 246	\$ 119	\$ 135	\$ 805
Contract investment amortization	(7)	(3)	—	(3)	(13)
Net fee revenues	298	243	119	132	792
Owned, leased, and other revenue	137	34	46	165	382
Cost reimbursement revenue	2,688	598	110	264	3,660
Total segment revenue	\$ 3,123	\$ 875	\$ 275	\$ 561	\$ 4,834
Unallocated corporate					215
Total revenue					\$ 5,049

	Three Months Ended September 30, 2017				
(\$ in millions)	North American Full-Service	North American Limited-Service	Asia Pacific	Other International	Total
Gross fee revenues	\$ 285	\$ 232	\$ 106	\$ 118	\$ 741
Contract investment amortization	(7)	(2)	—	(2)	(11)
Net fee revenues	278	230	106	116	730
Owned, leased, and other revenue	157	37	48	179	421
Cost reimbursement revenue	2,661	596	109	296	3,662
Total segment revenue	\$ 3,096	\$ 863	\$ 263	\$ 591	\$ 4,813
Unallocated corporate					265
Total revenue					\$ 5,078

	Nine Months Ended September 30, 2018				
(\$ in millions)	North American Full-Service	North American Limited-Service	Asia Pacific	Other International	Total
Gross fee revenues	\$ 949	\$ 692	\$ 346	\$ 385	\$ 2,372
Contract investment amortization	(25)	(9)	(1)	(9)	(44)
Net fee revenues	924	683	345	376	2,328
Owned, leased, and other revenue	432	104	141	501	1,178
Cost reimbursement revenue	8,422	1,737	332	818	11,309
Total segment revenue	\$ 9,778	\$ 2,524	\$ 818	\$ 1,695	\$ 14,815
Unallocated corporate					586
Total revenue					\$ 15,401

[Table of Contents](#)

Nine Months Ended September 30, 2017

(\$ in millions)	North American Full-Service	North American Limited-Service	Asia Pacific	Other International	Total
Gross fee revenues	\$ 891	\$ 643	\$ 301	\$ 349	\$ 2,184
Contract investment amortization	(19)	(8)	(1)	(6)	(34)
Net fee revenues	872	635	300	343	2,150
Owned, leased, and other revenue	535	100	138	503	1,276
Cost reimbursement revenue	8,206	1,705	318	845	11,074
Total segment revenue	\$ 9,613	\$ 2,440	\$ 756	\$ 1,691	\$ 14,500
Unallocated corporate					701
Total revenue					\$ 15,201

Performance Obligations

For our managed hotels, we have performance obligations to provide hotel management services and a license to our hotel system intellectual property for the use of our brand names. As compensation for such services, we are generally entitled to receive base fees, which are a percentage of the revenues of hotels, and incentive fees, which are generally based on a measure of hotel profitability. Both the base and incentive management fees are variable consideration, as the transaction price is based on a percentage of revenue or profit, as defined in each contract. We recognize base management fees on a monthly basis over the term of the agreement as those amounts become payable. We recognize incentive management fees on a monthly basis over the term of the agreement based on each property's financial results, as long as we do not expect a significant reversal due to projected future hotel performance or cash flows in future periods.

For our franchised hotels, we have a performance obligation to provide franchisees and operators a license to our hotel system intellectual property for use of certain of our brand names. As compensation for such services, we are typically entitled to initial application fees and ongoing royalty fees. Our ongoing royalty fees represent variable consideration, as the transaction price is based on a percentage of certain revenues of the hotels, as defined in each contract. We recognize royalty fees on a monthly basis over the term of the agreement as those amounts become payable. Initial application and relicensing fees are fixed consideration payable upon submission of a franchise application or renewal and are recognized on a straight-line basis over the initial or renewal term of the franchise agreements.

Under our management and franchise agreements, we are entitled to be reimbursed for certain costs we incur on behalf of the managed, franchised, and licensed properties, with no added mark-up. These costs primarily consist of payroll and related expenses at managed properties where we are the employer of the employees at the properties, and include certain operational and administrative costs as provided for in our contracts with the owners. We are entitled to reimbursement in the period we incur the related reimbursable costs, which we recognize within the "Cost reimbursement revenue" caption of our Income Statements.

Under our management and franchise agreements, hotel owners and franchisees participate in certain centralized programs and services, such as marketing, sales, reservations, and insurance programs. We operate these programs and services for the benefit of our hotel owners. We do not operate these programs and services to generate a profit over the contract term, and accordingly, when we recover the costs that we incur for these programs and services from our hotel owners, we do not seek a mark-up. The amounts we charge for these programs and services are generally based on sales or other variable metrics and are payable on a monthly basis. We recognize revenue within the "Cost reimbursement revenue" caption of our Income Statements when the amounts may be billed to hotel owners, and we recognize expenses within the "Reimbursed expenses" caption as they are incurred. This pattern of recognition results in temporary timing differences between the costs incurred for centralized programs and services and the related reimbursement from hotel owners in our operating and net income. Over the long term, these programs and services are not designed to impact our economics, either positively or negatively. In addition, proceeds from the sale of our interest in Avendra that we expend for the benefit of our hotel owners are included in "Reimbursed expenses."

[Table of Contents](#)

We provide hotel design and construction review quality assurance (“Global Design”) services to our managed and franchised hotel owners, generally during the period prior to a hotel’s opening or during the period a hotel is converting to a Marriott brand (the “pre-opening period”). As compensation for such services, we may be entitled to receive a one-time fixed fee that is payable during the pre-opening period of the hotel. As these services are not a distinct performance obligation, we recognize the fees on a straight-line basis over the initial term of the management or franchise agreement within the “Owned, leased, and other revenue” caption of our Income Statements.

At our owned and leased hotels, we have performance obligations to provide accommodations and other ancillary services to hotel guests. As compensation for such goods and services, we are typically entitled to a fixed nightly fee for an agreed upon period and additional fixed fees for any ancillary services purchased. These fees are generally payable at the time the hotel guest checks out of the hotel. We generally satisfy the performance obligations over time, and we recognize the revenue from room sales and from other ancillary guest services on a daily basis, as the rooms are occupied and we have rendered the services.

Under our Loyalty Program, we have a performance obligation to provide or arrange for the provision of goods or services for free or at a discount to Loyalty Program members in exchange for the redemption of points earned from past activities. We operate our Loyalty Program as a cross-brand marketing program to participating properties. Our management and franchise agreements require that properties reimburse us for a portion of the costs of operating the Loyalty Program, including costs for marketing, promotion, communication with, and performing member services for Loyalty Program members, with no added mark-up. We receive contributions on a monthly basis from managed, franchised, owned, and leased hotels based on a portion of qualified spend by Loyalty Program members. We recognize these contributions into revenue as the points are redeemed and we provide the related service. The amount of revenue we recognize upon point redemption is impacted by our estimate of the “breakage” for points that members will never redeem. We estimate such amounts based on our historical experience and expectations of future member behavior. We recognize revenue net of the redemption cost within our “Cost reimbursement revenue” caption of our Income Statements, as our performance obligation is to facilitate the transaction between the Loyalty Program member and the managed or franchised property or program partner. We recognize all other Loyalty Program costs as incurred in our “Reimbursed expenses” caption.

We have multi-year agreements for our co-brand credit cards associated with our Loyalty Program. Under these agreements, we have performance obligations to provide a license to the intellectual property associated with our brands and marketing lists (“Licensed IP”) to the financial institutions that issue the credit cards, to arrange for the redemption of Loyalty Program points as discussed in the preceding paragraph, and to provide free night certificates to cardholders. We receive fees from these agreements, including fixed amounts that are primarily payable at contract inception, and variable amounts that are paid to us monthly over the term of the agreements, based on: (1) the number of free night certificates issued and redeemed; (2) the number of Loyalty Program points purchased; and (3) the volume of cardholder spend. We allocate those fees among the performance obligations, including the Licensed IP, our Loyalty Program points, and free night certificates provided to cardholders based on their estimated standalone selling prices. The estimation of the standalone selling prices requires significant judgments based upon generally accepted valuation methodologies regarding the value of our Licensed IP, the amount of funding we will receive, and the number of Loyalty Program points and free night certificates we will issue over the term of the agreements. We base our estimates of these amounts on our historical experience and expectation of future cardholder behavior. We recognize the portion of the Licensed IP revenue that meets the sales-based royalty criteria as the credit cards are used and the remaining portion of the Licensed IP revenue on a straight-line basis over the contract term. In our Income Statements, we primarily recognize Licensed IP revenue in the “Franchise fees” caption, and we recognize a portion in the “Cost reimbursement revenue” caption. We recognize the revenue related to the Loyalty Program points as discussed in the preceding paragraph. We recognize the revenue related to the free night certificates when the related service is provided. If the free night certificate redemption involves a managed or franchised property, we recognize revenue net of the redemption cost, as our performance obligation is to facilitate the transaction between the Loyalty Program member and the managed or franchised property.

Contract Balances

We generally receive payments from customers as we satisfy our performance obligations. We record a receivable when we have an unconditional right to receive payment and only the passage of time is required before payment is due. We record deferred revenue when we receive payment, or have the unconditional right to receive payment, in advance of the satisfaction of our performance obligations related to franchise application and relicensing fees, Global Design fees, credit card branding license fees, and our Loyalty Program.

Current and noncurrent deferred revenue increased by \$81 million, to \$766 million at September 30, 2018 from \$685 million at December 31, 2017, primarily as a result of our application and relicensing and co-brand credit card activities described above in the “Performance Obligations” caption.

Our current and noncurrent Loyalty Program liability increased by \$682 million, to \$5,622 million at September 30, 2018 from \$4,940 million at December 31, 2017, primarily reflecting an increase in points earned, partially offset by deferred revenue of \$1,315 million that we recognized during the first three quarters of 2018.

Costs incurred to obtain and fulfill contracts with customers

We incur certain costs to obtain and fulfill contracts with customers, which we capitalize and amortize on a straight-line basis over the initial, non-cancellable term of the contract. We classify incremental costs of obtaining a contract with a customer in the “Contract acquisition costs and other” caption of our Balance Sheets, the related amortization in the “Contract investment amortization” caption of our Income Statements, and the cash flow impact in the “Contract acquisition costs” caption of our Statements of Cash Flows. We classify certain direct costs to fulfill a contract with a customer in the “Other noncurrent assets” caption of our Balance Sheets, and the related amortization in the “Owned, leased, and other-direct” caption of our Income Statements.

We had capitalized costs to fulfill contracts with customers of \$313 million at September 30, 2018 and \$295 million at December 31, 2017.

Practical Expedients and Exemptions

We do not disclose the amount of variable consideration that we expect to recognize in future periods in the following circumstances:

- (1) if we recognize the revenue based on the amount invoiced for services performed;
- (2) for sales-based or usage-based royalty promised in exchange for a license of intellectual property; or
- (3) if the consideration is allocated entirely to a wholly unsatisfied promise to transfer a distinct service that forms part of a single performance obligation, and the terms of the consideration relate specifically to our efforts to transfer, or to a specific outcome from transferring the service.

We are required to collect certain taxes and fees from customers on behalf of governmental agencies and remit these back to the applicable governmental agencies on a periodic basis. We do not include these taxes in determining the transaction price.

3. ACQUISITIONS AND DISPOSITIONS

Acquisitions

In the 2018 second quarter, we purchased the Sheraton Grand Phoenix, a North American Full-Service property that we manage, for \$255 million.

Dispositions

In the 2018 third quarter, an equity method investee sold the JW Marriott Mexico City, and we recorded our share of the gain, \$55 million, in the “Equity in earnings” caption of our Income Statements.

[Table of Contents](#)

In the 2018 second quarter, we sold two North American Full-Service properties — The Tremont Chicago Hotel at Magnificent Mile and Le Centre Sheraton Montreal Hotel — and two Asia Pacific properties — The Westin Denarau Island Resort and The Sheraton Fiji Resort. We recognized total gains of \$79 million in the “Gains and other income, net” caption of our Income Statements in the 2018 first three quarters.

In the 2018 second quarter, we sold our interest in three equity method investments, whose assets included a plot of land in Italy, the W Hotel Mexico City, and the Royal Orchid Sheraton Hotel & Towers in Bangkok, and we recognized total gains of \$42 million in the “Gains and other income, net” caption of our Income Statements. Also in the 2018 second quarter, an equity method investee sold The Ritz-Carlton Toronto, and we recorded our share of the gain, \$10 million, in the “Equity in earnings” caption of our Income Statements.

In the 2018 first quarter, we sold two Caribbean and Latin America properties — The Sheraton Buenos Aires Hotel & Convention Center and Park Tower, A Luxury Collection Hotel, Buenos Aires. We recognized total gains of \$53 million in the “Gains and other income, net” caption of our Income Statements.

4. 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>	Three Months Ended		Nine Months Ended	
	September 30, 2018	September 30, 2017	September 30, 2018	September 30, 2017
<i>Computation of Basic Earnings Per Share</i>				
Net income	\$ 483	\$ 485	\$ 1,491	\$ 1,345
Shares for basic earnings per share	346.7	372.3	352.8	378.5
Basic earnings per share	\$ 1.39	\$ 1.30	\$ 4.23	\$ 3.55
<i>Computation of Diluted Earnings Per Share</i>				
Net income	\$ 483	\$ 485	\$ 1,491	\$ 1,345
Shares for basic earnings per share	346.7	372.3	352.8	378.5
Effect of dilutive securities				
Share-based compensation	3.9	4.3	4.3	4.7
Shares for diluted earnings per share	350.6	376.6	357.1	383.2
Diluted earnings per share	\$ 1.38	\$ 1.29	\$ 4.18	\$ 3.51

5. SHARE-BASED COMPENSATION

We recorded share-based compensation expense of \$47 million in the 2018 third quarter, \$44 million in the 2017 third quarter, \$140 million in the 2018 first three quarters, and \$139 million in the 2017 first three quarters. Deferred compensation costs for unvested awards totaled \$219 million at September 30, 2018 and \$168 million at December 31, 2017.

RSUs and PSUs

We granted 1.4 million restricted stock units (“RSUs”) during the 2018 first three quarters to certain officers, and key 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 2018 first three quarters to certain executive officers, which are earned, subject to continued employment and the satisfaction of certain performance conditions based on achievement of pre-established targets for RevPAR Index, room openings, and/or net administrative expense over, or at the end of, a three-year performance period. RSUs, including PSUs, granted in the 2018 first three quarters had a weighted average grant-date fair value of \$133.

6. INCOME TAXES

Our effective tax rate decreased to 14.9 percent for the 2018 third quarter from 34.3 percent for the 2017 third quarter, primarily due to the reduction of the U.S. federal tax rate under the Tax Cuts and Jobs Act of 2017 (the “2017 Tax Act”), increased earnings in jurisdictions with lower tax rates, tax benefits from dispositions, and adjustments resulting from finalizing prior years’ returns. The decrease was partially offset by the current period’s provisional estimate of tax for global intangible low-taxed income (“GILTI”) under the 2017 Tax Act.

Our effective tax rate decreased to 20.1 percent for the 2018 first three quarters from 31.0 percent for the 2017 first three quarters, primarily due to the reduction of the U.S. federal tax rate under the 2017 Tax Act, increased earnings in jurisdictions with lower tax rates, and the release of tax reserves due to the completion of certain examinations. The decrease was partially offset by tax expense incurred for uncertain tax positions relating to legacy-Starwood operations, the current period’s provisional estimate of tax for GILTI under the 2017 Tax Act, increased state income tax due to a change in our position regarding the future remittance of a portion of the accumulated earnings of non-U.S. subsidiaries, the 2017 release of a tax reserve due to the favorable settlement of a tax position, and net tax expense on dispositions.

We paid cash for income taxes, net of refunds, of \$567 million in the 2018 first three quarters and \$413 million in the 2017 first three quarters, an increase of \$154 million primarily due to taxes paid for the 2017 gain on sale of our interest in Avendra.

Tax Cuts and Jobs Act of 2017

Although we have not completed our accounting for the effects of the 2017 Tax Act, we have where possible made reasonable estimates of the 2017 Tax Act’s effects on our existing deferred tax balances and the Transition Tax, as described below. In cases where we have not been able to make reasonable estimates of the impact of the 2017 Tax Act, as described below, we continue to account for those items based on our existing accounting under ASC 740, Income Taxes, and the provisions of the tax laws that were in effect immediately before enactment of the 2017 Tax Act. In all cases, we will continue to refine our calculations as we complete additional analyses on the application of the law. As we complete our analysis, collect and prepare necessary data, and interpret any additional regulatory guidance, we may adjust the provisional amounts that we have recorded during a measurement period of up to one year from the enactment of the 2017 Tax Act that could materially impact our provision for income taxes, which could in turn materially affect our tax obligations and effective tax rate, in the periods in which we make such adjustments.

Reduction of U.S. federal corporate tax rate. The 2017 Tax Act reduced the U.S. federal corporate tax rate from 35 percent to 21 percent, effective January 1, 2018. In 2017, we made a reasonable estimate of the net impact of the corporate tax rate reduction on our deferred tax assets and liabilities, which did not materially change in the 2018 first three quarters. However, our estimate could change as we complete our analyses of all impacts of the 2017 Tax Act, including, but not limited to, the state tax effect of adjustments made to federal temporary differences.

Deemed Repatriation Transition Tax. The Transition Tax is a new one-time tax on previously untaxed earnings and profits (“E&P”) of certain of our foreign subsidiaries accumulated post-1986 through year-end 2017. In addition to U.S. federal income taxes, the deemed repatriation of such E&P may result in additional state income taxes in some of the U.S. states in which we operate. In the 2018 first three quarters, we reduced our Transition Tax provisional estimate and recorded a benefit of \$5 million, resulting in a net provisional estimated federal and state Transition Tax of \$740 million. This adjustment resulted from changes to E&P as a result of completing an IRS audit. Our total Transition Tax estimate could continue to change as we finalize our analysis of untaxed post-1986 E&P, amounts held in cash or other specified assets, and as audits of federal income taxes are completed.

The 2017 Tax Act does not provide for additional income taxes for any remaining undistributed foreign earnings not subject to the Transition Tax, or for any additional outside basis differences inherent in foreign entities, as these amounts continue to be indefinitely reinvested in those foreign operations. Substantially all our unremitted foreign earnings that have not been previously taxed have now been subjected to U.S. taxation under the Transition Tax. In the 2018 first three quarters, we recorded a state tax expense of \$27 million relating to our plan to remit a

portion of the accumulated earnings of non-U.S. subsidiaries in the future. This estimate could change as we complete additional analyses of the impacts of the 2017 Tax Act.

State net operating losses and valuation allowances. We must assess whether our state net operating loss valuation allowances are affected by various aspects of the 2017 Tax Act. As discussed above, we have recorded provisional amounts related to state income taxes for certain portions of the 2017 Tax Act, but we have not completed our analysis for the states where we have net operating loss carryovers and valuation allowances. Because we have not yet completed our determination of the need for, or any change in, any valuation allowance, we have not yet recorded any change to valuation allowances.

Other provisions. The 2017 Tax Act also included a new provision designed to tax GILTI. Under GAAP, we are required to make an accounting policy election to either (1) treat any taxes on GILTI inclusions as a current-period expense when incurred (the “period cost method”) or (2) factor such amounts into our measurement of our deferred taxes (the “deferred method”). We adopted the period cost method and recorded a current provision for GILTI tax related to current-year operations in our estimated annual effective tax rate. This estimate could change as we complete additional analysis of the impacts of the 2017 Tax Act.

7. COMMITMENTS AND CONTINGENCIES

Guarantees

We present the maximum potential amount of our future guarantee fundings and the carrying amount of our liability for our debt service, operating profit, and other guarantees (excluding contingent purchase obligations) for which we are the primary obligor at September 30, 2018 in the following table:

<i>(\$ in millions)</i> Guarantee Type	Maximum Potential Amount of Future Fundings	Recorded Liability for Guarantees
Debt service	\$ 129	\$ 18
Operating profit	219	109
Other	9	2
	<u>\$ 357</u>	<u>\$ 129</u>

Contingent Purchase Obligation

Sheraton Grand Chicago. We granted the owner a one-time right, exercisable in 2022, to require us to purchase the leasehold interest in the land and the hotel for \$300 million in cash (the “put option”). If the owner exercises the put option, we have the option to purchase, at the same time the put transaction closes, the underlying fee simple interest in the land for an additional \$200 million in cash. We accounted for the put option as a guarantee, and our recorded liability at September 30, 2018 was \$57 million.

8. LONG-TERM DEBT

We provide detail on our long-term debt balances, net of discounts, premiums, and debt issuance costs, in the following table at the end of the 2018 third quarter and year-end 2017:

<i>(\$ in millions)</i>	At Period End	
	September 30, 2018	December 31, 2017
Senior Notes:		
Series K Notes, interest rate of 3.0%, face amount of \$600, maturing March 1, 2019 (effective interest rate of 4.4%)	\$ 599	\$ 598
Series L Notes, interest rate of 3.3%, face amount of \$350, maturing September 15, 2022 (effective interest rate of 3.4%)	349	348
Series M Notes, interest rate of 3.4%, face amount of \$350, maturing October 15, 2020 (effective interest rate of 3.6%)	348	348
Series N Notes, interest rate of 3.1%, face amount of \$400, maturing October 15, 2021 (effective interest rate of 3.4%)	397	397
Series O Notes, interest rate of 2.9%, face amount of \$450, maturing March 1, 2021 (effective interest rate of 3.1%)	448	447
Series P Notes, interest rate of 3.8%, face amount of \$350, maturing October 1, 2025 (effective interest rate of 4.0%)	345	345
Series Q Notes, interest rate of 2.3%, face amount of \$750, maturing January 15, 2022 (effective interest rate of 2.5%)	745	744
Series R Notes, interest rate of 3.1%, face amount of \$750, maturing June 15, 2026 (effective interest rate of 3.3%)	743	743
Series S Notes, interest rate of 6.8%, face amount of \$324, matured May 15, 2018 (effective interest rate of 1.7%)	—	330
Series T Notes, interest rate of 7.2%, face amount of \$181, maturing December 1, 2019 (effective interest rate of 2.3%)	190	197
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%)	335	337
Series W Notes, interest rate of 4.5%, face amount of \$278, maturing October 1, 2034 (effective interest rate of 4.1%)	292	292
Series X Notes, interest rate of 4.0%, face amount of \$450, maturing April 15, 2028 (effective interest rate of 4.2%)	443	—
Commercial paper	3,419	2,371
Credit Facility	—	—
Capital lease obligations	167	171
Other	216	279
	\$ 9,327	\$ 8,238
Less: Current portion of long-term debt	(617)	(398)
	\$ 8,710	\$ 7,840

We paid cash for interest, net of amounts capitalized, of \$204 million in the 2018 first three quarters and \$171 million in the 2017 first three quarters.

We are party to a multicurrency revolving credit agreement (the “Credit Facility”) that provides for up to \$4 billion of aggregate effective borrowings to support our commercial paper program and general corporate needs, including working capital, capital expenditures, share repurchases, letters of credit, and acquisitions. 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. While any outstanding commercial paper borrowings and/or borrowings under our Credit Facility generally have short-term maturities, we classify the outstanding borrowings as long-term based on our ability and intent to refinance the outstanding borrowings on a long-term basis. The Credit Facility expires on June 10, 2021. See the “Cash Requirements and Our Credit Facility” caption later in this report in the “Liquidity and Capital Resources” section of Item 2 below for further information on our Credit Facility and available borrowing capacity at September 30, 2018.

[Table of Contents](#)

In the 2018 second quarter, we issued \$450 million aggregate principal amount of 4.000 percent Series X Notes due April 15, 2028 (the “Series X Notes”). We will pay interest on the Series X Notes on April 15 and October 15 of each year, commencing on October 15, 2018. We received net proceeds of approximately \$443 million from the offering of the Series X Notes, after deducting the underwriting discount and estimated expenses, which were made available for general corporate purposes, which may include working capital, capital expenditures, acquisitions, stock repurchases, or repayment of outstanding commercial paper or other borrowings.

9. 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, determined under current guidance for disclosures on the fair value of financial instruments, in the following table:

<i>(\$ in millions)</i>	September 30, 2018		December 31, 2017	
	Carrying Amount	Fair Value	Carrying Amount	Fair Value
Senior, mezzanine, and other loans	\$ 122	\$ 112	\$ 142	\$ 130
Total noncurrent financial assets	\$ 122	\$ 112	\$ 142	\$ 130
Senior Notes	\$ (4,926)	\$ (4,814)	\$ (5,087)	\$ (5,126)
Commercial paper	(3,419)	(3,419)	(2,371)	(2,371)
Other long-term debt	(204)	(204)	(217)	(221)
Other noncurrent liabilities	(158)	(158)	(178)	(178)
Total noncurrent financial liabilities	\$ (8,707)	\$ (8,595)	\$ (7,853)	\$ (7,896)

See the “Fair Value Measurements” caption of Footnote 2. Summary of Significant Accounting Policies of our 2017 Form 10-K for more information on the input levels we use in determining fair value.

10. ACCUMULATED OTHER COMPREHENSIVE LOSS AND SHAREHOLDERS' EQUITY

The following tables detail the accumulated other comprehensive loss activity for the 2018 first three quarters and 2017 first three quarters:

<i>(\$ in millions)</i>	Foreign Currency Translation Adjustments	Derivative Instrument Adjustments	Available-For-Sale Securities Unrealized Adjustments	Pension and Postretirement Adjustments	Accumulated Other Comprehensive Loss
Balance at year-end 2017	\$ (23)	\$ (10)	\$ 4	\$ 12	\$ (17)
Other comprehensive (loss) income before reclassifications ⁽¹⁾	(313)	7	—	—	(306)
Amounts reclassified from accumulated other comprehensive loss	10	8	—	—	18
Net other comprehensive (loss) income	(303)	15	—	—	(288)
Adoption of ASU 2016-01	—	—	(4)	—	(4)
Balance at September 30, 2018	<u>\$ (326)</u>	<u>\$ 5</u>	<u>\$ —</u>	<u>\$ 12</u>	<u>\$ (309)</u>

<i>(\$ in millions)</i>	Foreign Currency Translation Adjustments	Derivative Instrument Adjustments	Available-For-Sale Securities Unrealized Adjustments	Pension and Postretirement Adjustments	Accumulated Other Comprehensive Loss
Balance at year-end 2016	\$ (503)	\$ (5)	\$ 6	\$ 5	\$ (497)
Other comprehensive income (loss) before reclassifications ⁽¹⁾	457	(13)	(1)	—	443
Amounts reclassified from accumulated other comprehensive loss	—	5	—	—	5
Net other comprehensive income (loss)	457	(8)	(1)	—	448
Balance at September 30, 2017	<u>\$ (46)</u>	<u>\$ (13)</u>	<u>\$ 5</u>	<u>\$ 5</u>	<u>\$ (49)</u>

⁽¹⁾ Other comprehensive (loss) income before reclassifications for foreign currency translation adjustments includes intra-entity foreign currency transactions that are of a long-term investment nature, which resulted in a gain of \$27 million for the 2018 first three quarters and loss of \$142 million for the 2017 first three quarters.

The following table details the changes in common shares outstanding and shareholders' equity for the 2018 first three quarters:

(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
359.1 Balance at year-end 2017 (as previously reported)	\$ 3,731	\$ 5	\$ 5,770	\$ 7,391	\$ (9,418)	\$ (17)
— Adoption of ASU 2014-09	(149)	—	—	(149)	—	—
359.1 Balance at year-end 2017 (as adjusted)	3,582	5	5,770	7,242	(9,418)	(17)
— Adoption of ASU 2016-01	—	—	—	4	—	(4)
— Adoption of ASU 2016-16	372	—	—	372	—	—
— Net income	1,491	—	—	1,491	—	—
— Other comprehensive loss	(288)	—	—	—	—	(288)
— Dividends (\$1.15 per share)	(404)	—	—	(404)	—	—
1.4 Share-based compensation plans	44	—	3	—	41	—
(18.5) Purchase of treasury stock	(2,473)	—	—	—	(2,473)	—
342.0 Balance at September 30, 2018	<u>\$ 2,324</u>	<u>\$ 5</u>	<u>\$ 5,773</u>	<u>\$ 8,705</u>	<u>\$ (11,850)</u>	<u>\$ (309)</u>

11. BUSINESS SEGMENTS

We are a diversified global lodging company with operations in the following reportable business segments:

- *North American Full-Service*, which includes our Luxury and Premium brands located in the U.S. and Canada;
- *North American Limited-Service*, which includes our Select brands located in the U.S. and Canada; and
- *Asia Pacific*, which includes all brand tiers in our Asia Pacific region.

The following operating segments do not meet the applicable accounting criteria for separate disclosure as reportable business segments: Caribbean and Latin America, Europe, and Middle East and Africa. We present these operating segments together as “Other International” in the tables below.

We evaluate the performance of our operating segments using “segment profits” which is based largely on the results of the segment without allocating corporate expenses, income taxes, indirect general, administrative, and other expenses, or merger-related costs and charges. We assign gains and losses, equity in earnings or losses from our joint ventures, and direct general, administrative, and other expenses to each of our segments. “Other unallocated corporate” represents a portion of our revenues, including license fees we receive from our credit card programs and fees from vacation ownership licensing agreements, general, administrative, and other expenses, merger-related costs and charges, equity in earnings or losses, and other gains or losses that we do not allocate to our segments. Beginning in the 2018 first quarter, “Other unallocated corporate” also includes revenues and expenses for our Loyalty Program, and we reflected this change in the prior period amounts shown in the tables below.

Our President and Chief Executive Officer, who is 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

(\$ in millions)	Three Months Ended		Nine Months Ended	
	September 30, 2018	September 30, 2017	September 30, 2018	September 30, 2017
North American Full-Service	\$ 3,123	\$ 3,096	\$ 9,778	\$ 9,613
North American Limited-Service	875	863	2,524	2,440
Asia Pacific	275	263	818	756
Other International	561	591	1,695	1,691
Total segment revenues	4,834	4,813	14,815	14,500
Other unallocated corporate	215	265	586	701
Total consolidated revenues	\$ 5,049	\$ 5,078	\$ 15,401	\$ 15,201

Segment Profits

(\$ in millions)	Three Months Ended		Nine Months Ended	
	September 30, 2018	September 30, 2017	September 30, 2018	September 30, 2017
North American Full-Service	\$ 248	\$ 295	\$ 919	\$ 972
North American Limited-Service	206	255	640	685
Asia Pacific	106	93	358	260
Other International	176	140	495	371
Total segment profits	736	783	2,412	2,288
Other unallocated corporate	(87)	18	(316)	(149)
Interest expense, net of interest income	(81)	(63)	(230)	(191)
Income taxes	(85)	(253)	(375)	(603)
Net income	\$ 483	\$ 485	\$ 1,491	\$ 1,345

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

Forward-Looking Statements

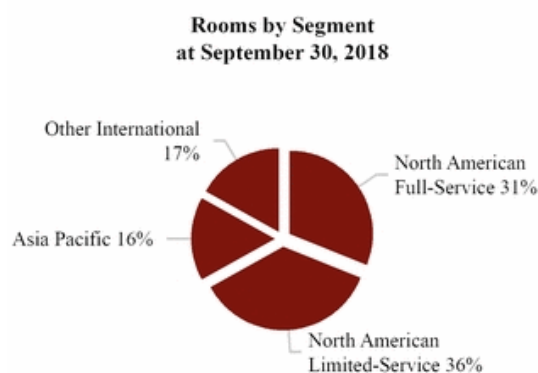
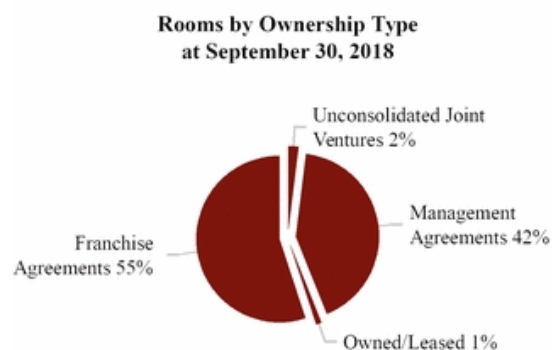
We make forward-looking statements in Management's Discussion and Analysis of Financial Condition and Results of Operations and elsewhere in this report based on the beliefs and assumptions of our management and on information currently available to us. Forward-looking statements include information about our possible or assumed future results of operations, which follow under the headings "Business and Overview," "Liquidity and Capital Resources," and other statements throughout this report preceded by, followed by, or that include the words "believes," "expects," "anticipates," "intends," "plans," "estimates," or similar expressions.

Any number of risks and uncertainties could cause actual results to differ materially from those we express in our forward-looking statements, including the risks and uncertainties we describe below and other factors we describe from time to time in our periodic filings with the U.S. Securities and Exchange Commission (the "SEC"). We therefore caution you not to rely unduly on any forward-looking statement. The forward-looking statements in this report speak only as of the date of this report, and we undertake no obligation to update or revise any forward-looking statement, whether due to new information, future developments, or otherwise.

In addition, see the "Item 1A. Risk Factors" caption in the "Part II-OTHER INFORMATION" section of this report.

BUSINESS AND OVERVIEW

We are a worldwide operator, franchisor, and licensor of hotel, residential, and timeshare properties in 129 countries and territories under 30 brands at the end of the 2018 third quarter. Under our business model, we typically manage or franchise hotels, rather than own them. We discuss our operations in the following reportable business segments: North American Full-Service, North American Limited-Service, and Asia Pacific. Our Europe, Middle East and Africa, and Caribbean and Latin America operating segments do not individually meet the criteria for separate disclosure as reportable segments.



We earn base management fees and in many cases 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. In our Middle East and Africa and Asia Pacific 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," which

we discuss under the “Performance Measures” section below) less non-controllable expenses such as insurance, real estate taxes, and capital spending reserves.

[Table of Contents](#)

Our emphasis on long-term management contracts and franchising tends to provide more stable earnings in periods of economic softness, while adding new hotels to our system generates growth, typically with little or no investment by the Company. This strategy has driven substantial growth while minimizing financial leverage and risk in a cyclical industry. In addition, we believe minimizing our capital investments and adopting a strategy of recycling our investments maximizes and maintains our financial flexibility.

We remain focused on doing the things that we do well; that is, selling rooms, taking care of our guests, and making sure we control costs both at company-operated properties and at the corporate level (“above-property”). Our brands remain strong due to our skilled management teams, dedicated associates, superior guest service with an emphasis on guest and associate satisfaction, significant distribution, our Loyalty Program (currently being marketed under three legacy names — Marriott Rewards, The Ritz-Carlton Rewards, and Starwood Preferred Guest, which we refer to collectively as our “Loyalty Program”), multichannel reservation systems, and desirable property amenities. We strive to effectively leverage our size and broad distribution.

In August 2018, we introduced one set of unified benefits for our Loyalty Program, creating a unified program that operates under one set of benefits and one currency. We continue to market our Loyalty Program under the three legacy names — Marriott Rewards, The Ritz-Carlton Rewards, and Starwood Preferred Guest (SPG) — and we expect to announce a new name for the unified program in 2019.

We, along with owners and franchisees, continue to invest in our brands by means of new, refreshed, and reinvented properties, new room and public space designs, and enhanced amenities and technology offerings. We address, through various means, hotels in our system that do not meet our standards. We continue to enhance the appeal of our proprietary, information-rich, and easy-to-use websites, and of our associated mobile smartphone applications, through functionality and service improvements.

Our profitability, as well as that of owners and franchisees, has benefited from our approach to property-level and above-property productivity. Managed properties in our system continue to maintain tight cost controls. We also control above-property costs, some of which we allocate to hotels, by remaining focused on systems, processing, and support areas.

Acquisition of Starwood Hotels & Resorts Worldwide

On September 23, 2016 (the “Merger Date”), we completed the acquisition of Starwood Hotels & Resorts Worldwide, LLC, formerly known as Starwood Hotels & Resorts Worldwide, Inc. (“Starwood”), through a series of transactions (the “Starwood Combination”), after which Starwood became an indirect wholly-owned subsidiary of the Company.

Performance Measures

We believe Revenue per Available Room (“RevPAR”), which we calculate by dividing room sales for comparable properties by room nights available for the period, is a meaningful indicator of our performance because it measures the period-over-period change in room revenues for comparable properties. RevPAR may not be comparable to similarly titled measures, such as revenues. We also believe occupancy and average daily rate (“ADR”), which are components of calculating RevPAR, are meaningful indicators of our performance. Occupancy, which we calculate by dividing occupied rooms by total rooms available, measures the utilization of a property’s available capacity. ADR, which we calculate by dividing property room revenue by total rooms sold, measures average room price and is useful in assessing pricing levels.

Comparisons to the prior year period are on a constant U.S. dollar basis. We calculate constant dollar statistics by applying exchange rates for the current period to the prior comparable period.

We define our comparable properties as our properties that were open and operating under one of our brands since the beginning of the last full calendar year (since January 1, 2017 for the current period) and have not, in either the current or previous year: (i) undergone significant room or public space renovations or expansions, (ii) been converted between company-operated and franchised, or (iii) sustained substantial property damage or business interruption.

[Table of Contents](#)

We also believe company-operated house profit margin, which is the ratio of property-level gross operating profit to total property-level revenue, is a meaningful indicator of our performance because this ratio measures our overall ability as the operator to produce property-level profits by generating sales and controlling the operating expenses over which we have the most direct control. House profit includes room, food and beverage, and other revenue and the related expenses including payroll and benefits expenses, as well as repairs and maintenance, utility, general and administrative, and sales and marketing expenses. House profit does not include the impact of management fees, furniture, fixtures and equipment replacement reserves, insurance, taxes, or other fixed expenses.

Business Trends

Our 2018 first three quarters results reflected a year-over-year increase in the number of properties in our system, favorable demand for our brands in many markets around the world, and generally favorable economic conditions. For the three months ended September 30, 2018, comparable worldwide systemwide RevPAR increased 1.9 percent to \$120.85, ADR increased 2.2 percent on a constant dollar basis to \$159.06, and occupancy decreased 0.2 percentage points to 76.0 percent, compared to the same period a year ago. For the nine months ended September 30, 2018, comparable worldwide systemwide RevPAR increased 3.1 percent to \$119.18, ADR increased 2.0 percent on a constant dollar basis to \$160.72, and occupancy increased 0.8 percentage points to 74.2 percent, compared to the same period a year ago.

In North America, RevPAR increased in the 2018 first three quarters, driven by higher transient and group demand. RevPAR growth was partially constrained by new lodging supply in certain markets, the impact of natural disasters, and weak September 2018 transient demand. In our Asia Pacific segment in the 2018 first three quarters, RevPAR grew in most markets but was partially constrained in the 2018 third quarter due to natural disasters. Our Europe region experienced higher demand in the 2018 first three quarters, led by strong transient business in most countries and demand from the World Cup, partially constrained by lower RevPAR in Spain. In our Middle East and Africa region, RevPAR increased on strong growth in Egypt, offset somewhat by geopolitical instability and supply growth in other markets. RevPAR grew across our Caribbean and Latin America region, driven by higher ADR, partially due to lower supply following hurricane activity in the Caribbean.

For our company-operated properties, we continue to focus on enhancing property-level house profit margins and making productivity improvements. In the 2018 first three quarters compared to the 2017 first three quarters at comparable properties, worldwide company-operated house profit margins increased by 50 basis points. International company-operated house profit margins increased by 80 basis points, and North American company-operated house profit margins increased by 20 basis points, primarily reflecting cost savings initiatives, including synergy savings from the Starwood Combination, and RevPAR growth.

System Growth and Pipeline

During the 2018 first three quarters, we added 348 properties (56,313 rooms) while 85 properties (15,988 rooms) exited our system, increasing our total properties to 6,782 (1,298,583 rooms). Approximately 47 percent of added rooms are located outside North America, and 11 percent of the room additions are conversions from competitor brands.

Since the end of the 2017 third quarter, we added 480 properties (77,374 rooms), while 98 properties (18,774 rooms) exited our system.

At the end of the 2018 third quarter, we had approximately 471,000 rooms in our development pipeline, which includes hotel rooms under construction, hotel rooms under signed contracts, and nearly 50,000 hotel rooms approved for development but not yet under signed contracts. Approximately half of the rooms in our development pipeline are outside North America.

Properties and Rooms

At September 30, 2018, we operated, franchised, and licensed the following properties and rooms:

	Managed		Franchised/Licensed		Owned/Leased		Other ⁽¹⁾		Total	
	Properties	Rooms	Properties	Rooms	Properties	Rooms	Properties	Rooms	Properties	Rooms
North American Full-Service	414	184,323	699	200,879	9	5,275	—	—	1,122	390,477
North American Limited-Service	406	64,156	3,354	386,141	20	3,006	46	7,830	3,826	461,133
Asia Pacific	596	175,865	95	27,074	2	410	—	—	693	203,349
Other International	527	122,366	394	78,544	31	8,155	100	12,389	1,052	221,454
Timeshare	—	—	89	22,170	—	—	—	—	89	22,170
Total	1,943	546,710	4,631	714,808	62	16,846	146	20,219	6,782	1,298,583

⁽¹⁾ Other represents unconsolidated equity method investments, which we present in the “Equity in earnings” caption of our Income Statements.

Segment and Brand Statistics

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

Comparable Company-Operated North American Properties							
	RevPAR		Occupancy		Average Daily Rate		
	Three Months Ended September 30, 2018	Change vs. Three Months Ended September 30, 2017	Three Months Ended September 30, 2018	Change vs. Three Months Ended September 30, 2017	Three Months Ended September 30, 2018	Change vs. Three Months Ended September 30, 2017	
JW Marriott	\$ 160.46	0.3 %	76.7%	(0.9)% pts.	\$ 209.19		1.5%
The Ritz-Carlton	\$ 251.88	4.6 %	72.1%	(0.5)% pts.	\$ 349.31		5.3%
W Hotels	\$ 240.85	0.2 %	82.7%	(1.2)% pts.	\$ 291.38		1.6%
Composite North American Luxury ⁽¹⁾	\$ 239.99	3.1 %	76.7%	(0.9)% pts.	\$ 312.95		4.3%
Marriott Hotels	\$ 151.93	2.0 %	78.3%	0.2 % pts.	\$ 193.95		1.8%
Sheraton	\$ 148.12	3.7 %	79.8%	1.2 % pts.	\$ 185.57		2.1%
Westin	\$ 170.83	1.6 %	78.8%	(0.4)% pts.	\$ 216.75		2.1%
Composite North American Upper Upscale ⁽²⁾	\$ 150.72	1.7 %	78.1%	(0.1)% pts.	\$ 192.98		1.8%
North American Full-Service ⁽³⁾	\$ 165.66	2.0 %	77.9%	(0.2)% pts.	\$ 212.75		2.3%
Courtyard	\$ 106.53	(0.6)%	74.8%	(1.2)% pts.	\$ 142.48		1.0%
Residence Inn	\$ 131.99	(0.2)%	82.3%	(1.5)% pts.	\$ 160.30		1.6%
Composite North American Limited-Service ⁽⁴⁾	\$ 113.25	(0.4)%	77.4%	(1.1)% pts.	\$ 146.39		1.0%
North American - All ⁽⁵⁾	\$ 148.99	1.5 %	77.7%	(0.5)% pts.	\$ 191.75		2.1%

Comparable Systemwide North American Properties							
	RevPAR		Occupancy		Average Daily Rate		
	Three Months Ended September 30, 2018	Change vs. Three Months Ended September 30, 2017	Three Months Ended September 30, 2018	Change vs. Three Months Ended September 30, 2017	Three Months Ended September 30, 2018	Change vs. Three Months Ended September 30, 2017	
JW Marriott	\$ 166.92	1.4 %	78.1%	(0.2)% pts.	\$ 213.75		1.7%
The Ritz-Carlton	\$ 251.88	4.6 %	72.1%	(0.5)% pts.	\$ 349.31		5.3%
W Hotels	\$ 240.85	0.2 %	82.7%	(1.2)% pts.	\$ 291.38		1.6%
Composite North American Luxury ⁽¹⁾	\$ 231.02	3.1 %	77.3%	(0.8)% pts.	\$ 298.81		4.2%
Marriott Hotels	\$ 131.23	1.2 %	75.2%	0.2 % pts.	\$ 174.47		0.9%
Sheraton	\$ 121.44	2.1 %	76.3%	(0.6)% pts.	\$ 159.19		2.9%
Westin	\$ 156.70	1.2 %	78.4%	(0.8)% pts.	\$ 199.81		2.2%
Composite North American Upper Upscale ⁽²⁾	\$ 134.66	1.3 %	76.2%	(0.3)% pts.	\$ 176.70		1.7%
North American Full-Service ⁽³⁾	\$ 144.05	1.6 %	76.3%	(0.3)% pts.	\$ 188.75		2.0%
Courtyard	\$ 108.07	(0.6)%	76.1%	(0.9)% pts.	\$ 142.09		0.6%
Residence Inn	\$ 125.72	0.1 %	83.1%	(0.4)% pts.	\$ 151.29		0.5%
Fairfield Inn & Suites	\$ 89.70	(1.3)%	76.0%	(1.3)% pts.	\$ 118.05		0.4%
Composite North American Limited-Service ⁽⁴⁾	\$ 105.81	(0.5)%	77.9%	(1.0)% pts.	\$ 135.79		0.7%
North American - All ⁽⁵⁾	\$ 122.40	0.6 %	77.2%	(0.7)% pts.	\$ 158.49		1.5%

⁽¹⁾ Includes JW Marriott, The Ritz-Carlton, W Hotels, The Luxury Collection, St. Regis, and EDITION.

⁽²⁾ Includes Marriott Hotels, Sheraton, Westin, Renaissance, Autograph Collection, Delta Hotels, Gaylord Hotels, and Le Méridien. Systemwide also includes Tribute Portfolio.

⁽³⁾ Includes Composite North American Luxury and Composite North American Upper Upscale.

⁽⁴⁾ Includes Courtyard, Residence Inn, Fairfield Inn & Suites, SpringHill Suites, TownePlace Suites, Four Points, Aloft, Element, and AC Hotels by Marriott. Systemwide also includes Moxy.

⁽⁵⁾ Includes North American Full-Service and Composite North American Limited-Service.

Comparable Company-Operated International Properties

	RevPAR		Occupancy		Average Daily Rate	
	Three Months Ended September 30, 2018	Change vs. Three Months Ended September 30, 2017	Three Months Ended September 30, 2018	Change vs. Three Months Ended September 30, 2017	Three Months Ended September 30, 2018	Change vs. Three Months Ended September 30, 2017
Greater China	\$ 93.17	5.4%	74.4%	0.9 % pts.	\$ 125.29	4.1 %
Rest of Asia Pacific	\$ 123.55	5.8%	76.4%	0.8 % pts.	\$ 161.73	4.7 %
Asia Pacific	\$ 104.41	5.6%	75.1%	0.9 % pts.	\$ 139.00	4.4 %
Caribbean & Latin America	\$ 106.04	6.4%	61.6%	(1.0)% pts.	\$ 172.20	8.1 %
Europe	\$ 179.84	4.3%	79.7%	(0.1)% pts.	\$ 225.65	4.4 %
Middle East & Africa	\$ 82.66	—%	64.2%	2.9 % pts.	\$ 128.85	(4.5)%
International - All ⁽¹⁾	\$ 118.26	4.5%	73.1%	0.9 % pts.	\$ 161.71	3.2 %
Worldwide ⁽²⁾	\$ 133.50	2.8%	75.4%	0.2 % pts.	\$ 177.06	2.5 %

Comparable Systemwide International Properties

	RevPAR		Occupancy		Average Daily Rate	
	Three Months Ended September 30, 2018	Change vs. Three Months Ended September 30, 2017	Three Months Ended September 30, 2018	Change vs. Three Months Ended September 30, 2017	Three Months Ended September 30, 2018	Change vs. Three Months Ended September 30, 2017
Greater China	\$ 92.44	5.3%	73.6%	1.0 % pts.	\$ 125.52	3.9 %
Rest of Asia Pacific	\$ 126.91	5.9%	75.9%	0.8 % pts.	\$ 167.19	4.8 %
Asia Pacific	\$ 107.73	5.6%	74.7%	0.9 % pts.	\$ 144.30	4.3 %
Caribbean & Latin America	\$ 88.42	6.3%	60.9%	(0.8)% pts.	\$ 145.24	7.7 %
Europe	\$ 159.36	6.2%	79.4%	0.8 % pts.	\$ 200.72	5.1 %
Middle East & Africa	\$ 79.90	0.3%	64.2%	2.7 % pts.	\$ 124.53	(3.9)%
International - All ⁽¹⁾	\$ 117.10	5.4%	73.0%	0.9 % pts.	\$ 160.50	4.0 %
Worldwide ⁽²⁾	\$ 120.85	1.9%	76.0%	(0.2)% pts.	\$ 159.06	2.2 %

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

⁽²⁾ Includes North American - All and International - All.

Comparable Company-Operated North American Properties

	RevPAR		Occupancy		Average Daily Rate	
	Nine Months Ended September 30, 2018	Change vs. Nine Months Ended September 30, 2017	Nine Months Ended September 30, 2018	Change vs. Nine Months Ended September 30, 2017	Nine Months Ended September 30, 2018	Change vs. Nine Months Ended September 30, 2017
JW Marriott	\$ 183.38	0.6%	78.6%	— % pts.	\$ 233.31	0.6%
The Ritz-Carlton	\$ 278.92	4.8%	74.7%	0.5 % pts.	\$ 373.31	4.1%
W Hotels	\$ 247.84	2.1%	82.1%	(0.5)% pts.	\$ 301.98	2.7%
Composite North American Luxury ⁽¹⁾	\$ 260.42	3.7%	78.2%	0.1 % pts.	\$ 333.05	3.5%
Marriott Hotels	\$ 156.25	2.8%	77.9%	0.5 % pts.	\$ 200.51	2.1%
Sheraton	\$ 146.74	3.0%	78.2%	0.6 % pts.	\$ 187.61	2.2%
Westin	\$ 167.05	1.3%	77.0%	0.1 % pts.	\$ 216.87	1.3%
Composite North American Upper Upscale ⁽²⁾	\$ 153.18	2.4%	77.3%	0.3 % pts.	\$ 198.20	1.9%
North American Full-Service ⁽³⁾	\$ 171.15	2.7%	77.4%	0.3 % pts.	\$ 221.01	2.3%
Courtyard	\$ 106.28	0.5%	74.0%	(0.2)% pts.	\$ 143.58	0.8%
Residence Inn	\$ 129.53	—%	80.4%	(0.9)% pts.	\$ 161.11	1.1%
Composite North American Limited-Service ⁽⁴⁾	\$ 112.46	0.5%	76.3%	(0.2)% pts.	\$ 147.48	0.8%
North American - All ⁽⁵⁾	\$ 152.48	2.2%	77.1%	0.1 % pts.	\$ 197.86	2.0%

Comparable Systemwide North American Properties

	RevPAR		Occupancy		Average Daily Rate	
	Nine Months Ended September 30, 2018	Change vs. Nine Months Ended September 30, 2017	Nine Months Ended September 30, 2018	Change vs. Nine Months Ended September 30, 2017	Nine Months Ended September 30, 2018	Change vs. Nine Months Ended September 30, 2017
JW Marriott	\$ 184.01	1.6%	79.0%	0.1 % pts.	\$ 232.85	1.4%
The Ritz-Carlton	\$ 278.92	4.8%	74.7%	0.5 % pts.	\$ 373.31	4.1%
W Hotels	\$ 247.84	2.1%	82.1%	(0.5)% pts.	\$ 301.98	2.7%
Composite North American Luxury ⁽¹⁾	\$ 247.07	3.8%	78.3%	0.3 % pts.	\$ 315.47	3.4%
Marriott Hotels	\$ 133.04	2.2%	74.3%	0.4 % pts.	\$ 178.98	1.6%
Sheraton	\$ 117.52	2.1%	74.2%	(0.1)% pts.	\$ 158.37	2.2%
Westin	\$ 156.54	1.5%	76.9%	(0.2)% pts.	\$ 203.54	1.8%
Composite North American Upper Upscale ⁽²⁾	\$ 135.06	2.1%	74.9%	0.2 % pts.	\$ 180.27	1.9%
North American Full-Service ⁽³⁾	\$ 145.98	2.4%	75.3%	0.2 % pts.	\$ 193.99	2.2%
Courtyard	\$ 104.95	0.9%	74.4%	0.2 % pts.	\$ 141.12	0.5%
Residence Inn	\$ 120.45	1.2%	80.7%	0.5 % pts.	\$ 149.32	0.6%
Fairfield Inn & Suites	\$ 84.79	1.8%	73.3%	0.8 % pts.	\$ 115.74	0.7%
Composite North American Limited-Service ⁽⁴⁾	\$ 101.93	1.4%	75.9%	0.4 % pts.	\$ 134.35	0.8%
North American - All ⁽⁵⁾	\$ 121.04	2.0%	75.6%	0.3 % pts.	\$ 160.09	1.5%

⁽¹⁾ Includes JW Marriott, The Ritz-Carlton, W Hotels, The Luxury Collection, St. Regis, and EDITION.

⁽²⁾ Includes Marriott Hotels, Sheraton, Westin, Renaissance, Autograph Collection, Delta Hotels, Gaylord Hotels, and Le Méridien. Systemwide also includes Tribute Portfolio.

⁽³⁾ Includes Composite North American Luxury and Composite North American Upper Upscale.

⁽⁴⁾ Includes Courtyard, Residence Inn, Fairfield Inn & Suites, SpringHill Suites, TownePlace Suites, Four Points, Aloft, Element, and AC Hotels by Marriott. Systemwide also includes Moxy.

⁽⁵⁾ Includes North American Full-Service and Composite North American Limited-Service.

Comparable Company-Operated International Properties

	RevPAR		Occupancy		Average Daily Rate	
	Nine Months Ended September 30, 2018	Change vs. Nine Months Ended September 30, 2017	Nine Months Ended September 30, 2018	Change vs. Nine Months Ended September 30, 2017	Nine Months Ended September 30, 2018	Change vs. Nine Months Ended September 30, 2017
Greater China	\$ 94.47	9.0%	72.1%	3.3% pts.	\$ 131.05	3.9 %
Rest of Asia Pacific	\$ 127.06	6.8%	74.9%	1.4% pts.	\$ 169.59	4.8 %
Asia Pacific	\$ 106.53	8.0%	73.1%	2.6% pts.	\$ 145.67	4.1 %
Caribbean & Latin America	\$ 131.42	8.9%	64.7%	0.7% pts.	\$ 203.28	7.6 %
Europe	\$ 156.95	4.2%	74.6%	0.7% pts.	\$ 210.36	3.2 %
Middle East & Africa	\$ 98.51	—%	65.2%	2.7% pts.	\$ 151.17	(4.2)%
International - All ⁽¹⁾	\$ 118.84	5.7%	71.4%	2.0% pts.	\$ 166.53	2.7 %
Worldwide ⁽²⁾	\$ 135.53	3.7%	74.2%	1.1% pts.	\$ 182.68	2.2 %

Comparable Systemwide International Properties

	RevPAR		Occupancy		Average Daily Rate	
	Nine Months Ended September 30, 2018	Change vs. Nine Months Ended September 30, 2017	Nine Months Ended September 30, 2018	Change vs. Nine Months Ended September 30, 2017	Nine Months Ended September 30, 2018	Change vs. Nine Months Ended September 30, 2017
Greater China	\$ 93.80	8.7%	71.5%	3.3% pts.	\$ 131.27	3.7 %
Rest of Asia Pacific	\$ 127.53	7.5%	74.7%	1.6% pts.	\$ 170.63	5.2 %
Asia Pacific	\$ 108.76	8.1%	72.9%	2.6% pts.	\$ 149.17	4.3 %
Caribbean & Latin America	\$ 105.51	7.7%	63.5%	0.8% pts.	\$ 166.28	6.4 %
Europe	\$ 136.24	5.7%	72.9%	1.6% pts.	\$ 186.94	3.3 %
Middle East & Africa	\$ 94.99	0.1%	65.0%	2.4% pts.	\$ 146.23	(3.5)%
International - All ⁽¹⁾	\$ 114.68	6.2%	70.6%	2.0% pts.	\$ 162.34	3.1 %
Worldwide ⁽²⁾	\$ 119.18	3.1%	74.2%	0.8% pts.	\$ 160.72	2.0 %

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

⁽²⁾ Includes North American - All and International - All.

CONSOLIDATED RESULTS

The following discussion presents an analysis of our consolidated results of operations for the 2018 third quarter compared to the 2017 third quarter and for the 2018 first three quarters compared to the 2017 first three quarters. We recast our 2017 results to reflect our adoption of ASU 2014-09.

Fee Revenues

(\$ in millions)	Three Months Ended				Nine Months Ended			
	September 30, 2018	September 30, 2017	Change 2018 vs. 2017		September 30, 2018	September 30, 2017	Change 2018 vs. 2017	
Base management fees	\$ 279	\$ 269	\$ 10	4%	\$ 852	\$ 818	\$ 34	4%
Franchise fees	502	419	83	20%	1,394	1,182	212	18%
Incentive management fees	151	138	13	9%	482	433	49	11%
Gross fee revenues	932	826	106	13%	2,728	2,433	295	12%
Contract investment amortization	(13)	(11)	2	18%	(44)	(34)	10	29%
Net fee revenues	\$ 919	\$ 815	\$ 104	13%	\$ 2,684	\$ 2,399	\$ 285	12%

Third Quarter

The \$10 million increase in base management fees primarily reflected \$8 million from unit growth and \$7 million from RevPAR growth.

The \$83 million increase in franchise fees primarily reflected \$53 million of higher branding fees, driven by higher fees from our co-brand credit card agreements, and \$25 million from unit and RevPAR growth.

The \$13 million increase in incentive management fees primarily reflected higher profits at managed hotels.

First Three Quarters

The \$34 million increase in base management fees primarily reflected \$26 million from RevPAR growth, \$21 million from unit growth, and \$7 million from net favorable foreign exchange rates, partially offset by lower fees of \$12 million from properties that converted from managed to franchised and \$10 million from properties that were terminated.

The \$212 million increase in franchise fees primarily reflected \$118 million of higher branding fees, driven by higher fees from our co-brand credit card agreements, \$62 million from unit growth, \$19 million from RevPAR growth, and \$11 million from properties that converted from managed to franchised, partially offset by lower fees of \$6 million from properties that were terminated.

The \$49 million increase in incentive management fees primarily reflected higher profits at managed hotels and \$9 million from unit growth.

The \$10 million increase in contract investment amortization primarily reflected \$6 million of higher contract write-offs related to terminated contracts.

Owned, Leased, and Other

(\$ in millions)	Three Months Ended				Nine Months Ended			
	September 30, 2018	September 30, 2017	Change 2018 vs. 2017		September 30, 2018	September 30, 2017	Change 2018 vs. 2017	
Owned, leased, and other revenue	\$ 397	\$ 433	\$ (36)	(8)%	\$ 1,226	\$ 1,309	\$ (83)	(6)%
Owned, leased, and other - direct expenses	315	351	(36)	(10)%	985	1,057	(72)	(7)%
	\$ 82	\$ 82	\$ —	—%	\$ 241	\$ 252	\$ (11)	(4)%

Third Quarter

Owned, leased, and other revenue, net of direct expenses remained unchanged, primarily due to higher termination fees and stronger results at our remaining owned and leased properties, primarily offset by \$23 million of lower owned and leased profits attributable to properties sold.

First Three Quarters

Owned, leased, and other revenue, net of direct expenses decreased by \$11 million, primarily due to \$67 million of lower owned and leased profits attributable to properties sold, partially offset by \$40 million of higher termination fees and \$15 million of net stronger results at our remaining owned and leased properties.

Cost Reimbursements

(\$ in millions)	Three Months Ended			Nine Months Ended		
	September 30, 2018	September 30, 2017	Change 2018 vs. 2017	September 30, 2018	September 30, 2017	Change 2018 vs. 2017
Cost reimbursement revenue	\$ 3,733	\$ 3,830	\$ (97) (3)%	\$ 11,491	\$ 11,493	\$ (2) —%
Reimbursed expenses	3,879	3,650	229 6%	11,693	11,137	556 5%
	\$ (146)	\$ 180	\$ (326) (181)%	\$ (202)	\$ 356	\$ (558) (157)%

Cost reimbursement revenue, net of reimbursed expenses, decreased by \$326 million for the 2018 third quarter compared to the 2017 third quarter, and decreased by \$558 million for the 2018 first three quarters compared to the 2017 first three quarters, primarily due to our Loyalty Program activity, spending funded by the proceeds from the 2017 sale of our interest in Avendra, and reservations and marketing activity. Cost reimbursement revenue, net of reimbursed expenses, varies due to temporary 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.

Other Operating Expenses

(\$ in millions)	Three Months Ended			Nine Months Ended		
	September 30, 2018	September 30, 2017	Change 2018 vs. 2017	September 30, 2018	September 30, 2017	Change 2018 vs. 2017
Depreciation, amortization, and other	\$ 52	\$ 54	\$ (2) (4)%	\$ 164	\$ 176	\$ (12) (7)%
General, administrative, and other	221	205	16 8%	685	651	34 5%
Merger-related costs and charges	12	28	(16) (57)%	64	100	(36) (36)%

Third Quarter

General, administrative, and other expenses increased by \$16 million, primarily due to higher bonus accruals and the company-funded supplemental retirement savings plan contributions in 2018, which we described in the “Liquidity and Capital Resources” section in Part II, Item 7 of our 2017 Form 10-K, partially offset by \$11 million in administrative cost savings largely due to synergies associated with the Starwood Combination.

Merger-related costs and charges decreased by \$16 million, primarily due to lower integration costs.

First Three Quarters

Depreciation, amortization, and other expenses decreased by \$12 million, primarily reflecting lower depreciation from sold properties.

General, administrative, and other expenses increased by \$34 million, primarily due to the company-funded supplemental retirement savings plan contributions in 2018, which we described in the “Liquidity and Capital Resources” section in Part II, Item 7 of our 2017 Form 10-K and higher professional fees, partially offset by \$31 million in administrative cost savings largely due to synergies associated with the Starwood Combination and \$6 million of reversals of guarantees and other reserves.

Merger-related costs and charges decreased by \$36 million, primarily due to lower integration and transaction costs.

Non-Operating Income (Expense)

(\$ in millions)	Three Months Ended				Nine Months Ended			
	September 30, 2018	September 30, 2017	Change 2018 vs. 2017		September 30, 2018	September 30, 2017	Change 2018 vs. 2017	
Gains and other income, net	\$ 18	\$ 6	\$ 12	200 %	\$ 191	\$ 31	\$ 160	516 %
Interest expense	(86)	(73)	13	18 %	(246)	(216)	30	14 %
Interest income	5	9	(4)	(44)%	16	24	(8)	(33)%
Equity in earnings	61	6	55	917 %	95	29	66	228 %

Third Quarter

Gains and other income, net increased by \$12 million, primarily due to an adjustment to the 2018 second quarter gain on the sale of two Asia Pacific properties.

Interest expense increased by \$13 million, primarily due to higher commercial paper interest rates and borrowings.

Equity in earnings increased by \$55 million, primarily due to our share of the gain on an equity method investee's sale of a property.

First Three Quarters

Gains and other income, net increased by \$160 million, primarily due to the gains on our property sales (\$132 million) and the gains on the sales of our interest in four equity method investments (\$46 million), partially offset by an unfavorable variance with the 2017 gain on the sale of the Charlotte Marriott City Center (\$24 million).

Interest expense increased by \$30 million, primarily for the same reason described in the preceding "Third Quarter" discussion.

Interest income decreased by \$8 million, primarily due to lower interest income on a repaid loan.

Equity in earnings increased by \$66 million, primarily due to our share of the gains on the sales of two properties held by equity method investees (\$65 million).

Income Taxes

On December 22, 2017, the U.S. government enacted the 2017 Tax Act, which significantly changes how the U.S. taxes corporations. As discussed below and in Footnote 6. Income Taxes, our accounting for the 2017 Tax Act is not yet complete as we continue to refine our calculations, collect necessary information, and monitor developing interpretations. As we complete our analysis of the 2017 Tax Act, collect and prepare necessary data, and interpret any additional regulatory guidance, we may adjust the provisional amounts that we have recorded during a measurement period of up to one year from the enactment of the 2017 Tax Act, which could materially impact our provision for income taxes in the periods in which we make such adjustments. Although we are not yet able to quantify all impacts of the 2017 Tax Act on our 2018 and future results, we believe that the overall impact of the 2017 Tax Act on our future financial results will be positive.

Reduction of U.S. federal corporate tax rate. The 2017 Tax Act reduced the U.S. federal corporate tax rate from 35 percent to 21 percent, effective January 1, 2018. In 2017, we made a reasonable estimate of the net impact of the corporate tax rate reduction on our deferred tax assets and liabilities, which did not change in the 2018 first three quarters. However, our estimate could change as we complete our analyses of all impacts of the 2017 Tax Act, including, but not limited to, the state tax effect of adjustments made to federal temporary differences.

Deemed Repatriation Transition Tax. The Transition Tax is a new one-time tax on previously untaxed E&P of certain of our foreign subsidiaries accumulated post-1986 through year-end 2017. In addition to U.S. federal income taxes, the deemed repatriation of such E&P under the 2017 Tax Act may result in additional state income taxes in some of the U.S. states in which we operate. Our total Transition Tax estimate, which we discuss in Footnote 6.

[Table of Contents](#)

Income Taxes, could continue to change as we finalize our analysis of untaxed post-1986 E&P, amounts held in cash or other specified assets, and as audits of federal income taxes are completed.

State net operating losses and valuation allowances. We must assess whether various aspects of the 2017 Tax Act affect our state net operating loss valuation allowances. As discussed in Footnote 6. Income Taxes, we have recorded provisional amounts related to state income taxes for certain portions of the 2017 Tax Act, but we have not completed our analysis for the states where we have net operating loss carryovers and valuation allowances. Because we have not yet completed our determination of the need for, or any change in, any valuation allowance, we have not yet recorded any change to valuation allowances.

Other provisions. We adopted the period cost method and recorded a current provision for GILTI tax related to current-year operations in our estimated annual effective tax rate. We continue to evaluate the provisions in the 2017 Tax Act and their potential impact on future results.

The 2018 first three quarters impact of the 2017 Tax Act, and other changes affecting our provision for income taxes, are discussed below.

(\$ in millions)	Three Months Ended				Nine Months Ended			
	September 30, 2018	September 30, 2017	Change 2018 vs. 2017		September 30, 2018	September 30, 2017	Change 2018 vs. 2017	
Provision for income taxes	\$ (85)	\$ (253)	\$ (168)	(66)%	\$ (375)	\$ (603)	\$ (228)	(38)%

Third Quarter

Provision for income taxes decreased by \$168 million, primarily due to the reduction of the U.S. federal tax rate under the 2017 Tax Act (\$74 million), lower operating income (\$65 million), tax benefits from dispositions (\$22 million), increased earnings in jurisdictions with lower tax rates (\$14 million), and adjustments resulting from finalizing prior years' returns (\$9 million). The decrease was partially offset by the current period's provisional estimate of tax for GILTI under the 2017 Tax Act (\$12 million).

First Three Quarters

Provision for income taxes decreased by \$228 million, primarily due to the reduction of the U.S. federal tax rate under the 2017 Tax Act (\$174 million), lower operating income (\$78 million), increased earnings in jurisdictions with lower tax rates (\$35 million), the release of tax reserves due to the completion of certain examinations (\$34 million), and adjustments resulting from finalizing prior years' returns (\$8 million). The decrease was partially offset by tax expense incurred for uncertain tax positions relating to legacy-Starwood operations (\$30 million), state tax expense due to a change in our position regarding the future remittance of a portion of the accumulated earnings of non-U.S. subsidiaries (\$27 million), the current period's provisional estimate of tax for GILTI under the 2017 Tax Act (\$27 million), net tax expense on dispositions (\$12 million), and the 2017 release of a tax reserve due to the favorable settlement of a tax position (\$12 million).

BUSINESS SEGMENTS

The following discussion presents an analysis of the operating results of our reportable business segments: North American Full-Service, North American Limited-Service, and Asia Pacific, for the 2018 third quarter compared to the 2017 third quarter and for the 2018 first three quarters compared to the 2017 first three quarters. See Footnote 11. Business Segments for other information about each segment, including revenues and a reconciliation of segment profits to net income.

North American Full-Service

Since the end of the 2017 third quarter, across our North American Full-Service segment, we added 48 properties (9,962 rooms), and 18 properties (6,240 rooms) left our system.

(\$ in millions)	Three Months Ended			Nine Months Ended		
	September 30, 2018	September 30, 2017	Change 2018 vs. 2017	September 30, 2018	September 30, 2017	Change 2018 vs. 2017
Segment revenues	\$ 3,123	\$ 3,096	\$ 27 1 %	\$ 9,778	\$ 9,613	\$ 165 2 %
Segment profits	\$ 248	\$ 295	\$ (47) (16)%	\$ 919	\$ 972	\$ (53) (5)%

Third Quarter

North American Full-Service segment profits decreased by \$47 million, primarily due to the following:

- \$59 million of lower cost reimbursement revenue, net of reimbursed expenses;
- \$18 million of higher base management and franchise fees, primarily reflecting \$10 million from unit and RevPAR growth and \$9 million of higher residential branding fees; and
- \$5 million of lower owned, leased, and other revenue, net of direct expenses, primarily reflecting \$15 million lower owned and leased profits attributable to properties sold, partially offset by \$6 million of net stronger results at our remaining owned and leased properties.

First Three Quarters

North American Full-Service segment profits decreased by \$53 million, primarily due to the following:

- \$95 million of lower cost reimbursement revenue, net of reimbursed expenses;
- \$43 million of higher base management and franchise fees, primarily reflecting \$18 million from unit growth, \$16 million from RevPAR growth, and \$9 million of higher residential branding fees, partially offset by \$7 million of lower fees from properties that were terminated;
- \$15 million of higher incentive management fees, primarily driven by higher profits at managed hotels;
- \$32 million of lower owned, leased, and other revenue, net of direct expenses, primarily reflecting \$54 million of lower owned and leased profits attributable to properties sold, partially offset by \$19 million of higher termination fees;
- \$9 million of lower general, administrative, and other expenses, primarily due to \$6 million of reversals of guarantees and other reserves; and
- \$1 million of lower gains and other income, net, primarily due to a \$24 million unfavorable variance with the gain on the sale of a property in 2017, partially offset by the \$22 million gain on the sale of two properties in 2018.

North American Limited-Service

Since the end of the 2017 third quarter, across our North American Limited-Service segment, we added 263 properties (31,406 rooms), and 34 properties (2,894 rooms) left our system.

(\$ in millions)	Three Months Ended			Nine Months Ended		
	September 30, 2018	September 30, 2017	Change 2018 vs. 2017	September 30, 2018	September 30, 2017	Change 2018 vs. 2017
Segment revenues	\$ 875	\$ 863	\$ 12 1 %	\$ 2,524	\$ 2,440	\$ 84 3 %
Segment profits	\$ 206	\$ 255	\$ (49) (19)%	\$ 640	\$ 685	\$ (45) (7)%

Third Quarter

North American Limited-Service segment profits decreased by \$49 million, primarily due to the following:

- \$61 million of lower cost reimbursement revenue, net of reimbursed expenses; and
- \$15 million of higher base management and franchise fees, primarily reflecting \$16 million from unit growth.

First Three Quarters

North American Limited-Service segment profits decreased by \$45 million, primarily due to the following:

- \$95 million of lower cost reimbursement revenue, net of reimbursed expenses; and
- \$52 million of higher base management and franchise fees, primarily reflecting \$42 million from unit growth and \$8 million from RevPAR growth.

Asia Pacific

Since the end of the 2017 third quarter, across our Asia Pacific segment, we added 89 properties (21,251 rooms), and eight properties (2,289 rooms) left our system.

(\$ in millions)	Three Months Ended				Nine Months Ended			
	September 30, 2018	September 30, 2017	Change 2018 vs. 2017		September 30, 2018	September 30, 2017	Change 2018 vs. 2017	
Segment revenues	\$ 275	\$ 263	\$ 12	5%	\$ 818	\$ 756	\$ 62	8%
Segment profits	\$ 106	\$ 93	\$ 13	14%	\$ 358	\$ 260	\$ 98	38%

Third Quarter

Asia Pacific segment profits increased by \$13 million, primarily due to the following:

- \$10 million of higher base management and franchise fees, primarily reflecting \$7 million from unit and RevPAR growth;
- \$7 million of higher owned, leased, and other revenue, net of direct expenses, primarily due to \$12 million of higher termination fees, partially offset by \$7 million lower owned and leased profits attributable to properties sold;
- \$15 million of higher gains and other income, net, primarily reflecting a \$12 million adjustment to the gain on the sale of two properties; and
- \$24 million of lower cost reimbursement revenue, net of reimbursed expenses.

First Three Quarters

Asia Pacific segment profits increased by \$98 million, primarily due to the following:

- \$23 million of higher base management and franchise fees, primarily reflecting \$11 million from unit growth and \$8 million from RevPAR growth;
- \$22 million of higher incentive management fees primarily driven by higher profits at managed hotels and \$7 million from unit growth;
- \$6 million of higher owned, leased, and other revenue, net of direct expenses, primarily due to \$14 million of higher termination fees, partially offset by \$9 million lower owned and leased profits attributable to properties sold;

[Table of Contents](#)

- \$69 million of higher gains and other income, net, primarily reflecting the \$57 million gain on the sale of two properties and \$13 million of gains on sales of our interest in two equity method investments; and
- \$29 million of lower cost reimbursement revenue, net of reimbursed expenses.

SHARE-BASED COMPENSATION

We award: (1) restricted stock units (“RSUs”) of our common stock; (2) stock appreciation rights (“SARs”) for our common stock; and (3) stock options to purchase our common stock. We also issue performance-based RSUs (“PSUs”) to named executive officers and some of their direct reports. See Footnote 5. Share-Based Compensation for more information.

NEW ACCOUNTING STANDARDS

See Footnote 1. Basis of Presentation for information on our anticipated adoption of recently issued accounting standards.

LIQUIDITY AND CAPITAL RESOURCES

Cash Requirements and Our Credit Facility

We are party to a multicurrency revolving credit agreement (the “Credit Facility”) that provides for up to \$4 billion of aggregate effective borrowings to support our commercial paper program and general corporate needs, including working capital, capital expenditures, share repurchases, letters of credit, and acquisitions. 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. While any outstanding commercial paper borrowings and/or borrowings under our Credit Facility generally have short-term maturities, we classify the outstanding borrowings as long-term based on our ability and intent to refinance the outstanding borrowings on a long-term basis. The Credit Facility expires on June 10, 2021.

The Credit Facility contains certain covenants, including a single financial covenant that limits our maximum leverage (consisting of the ratio of Adjusted Total Debt to Consolidated Earnings Before Interest Expense, Taxes, Depreciation, and Amortization (“EBITDA”), each as defined in the Credit Facility) to not more than 4 to 1. Our outstanding public debt does not contain a corresponding financial covenant or a requirement that we maintain certain financial ratios. We currently satisfy the covenants in our Credit Facility and public debt instruments, including the leverage covenant under the Credit Facility, and do not expect the covenants will restrict our ability to meet our anticipated borrowing and guarantee levels or increase those levels should we decide to do so in the future.

We believe the Credit Facility and our access to capital markets, together with cash we expect to generate from operations, remain adequate to meet our short-term and long-term liquidity requirements, finance our long-term growth plans, meet debt service, and fulfill other cash requirements.

We issue commercial paper in the U.S. We do not have purchase commitments from buyers for our commercial paper; therefore, our ability to issue commercial paper is subject to market demand. We reserve unused capacity under our Credit Facility to repay outstanding commercial paper borrowings if the commercial paper market is not available to us for any reason when outstanding borrowings mature. We do not expect that fluctuations in the demand for commercial paper will affect our liquidity, given our borrowing capacity under the Credit Facility.

At September 30, 2018, our available borrowing capacity amounted to \$948 million and reflected borrowing capacity of \$575 million under our Credit Facility and our cash balance of \$373 million. We calculated that borrowing capacity by taking \$4 billion of effective aggregate bank commitments under our Credit Facility and subtracting \$3,425 million of outstanding commercial paper (there being no outstanding letters of credit under our Credit Facility).

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 execute our announced growth plans and fund our liquidity needs. We expect to continue meeting part of our financing and liquidity needs primarily through commercial paper borrowings,

[Table of Contents](#)

issuances of Senior Notes, and access to long-term committed credit facilities. If conditions in the lodging industry deteriorate, or if disruptions in the capital markets take place as they did in the immediate aftermath of both the 2008 worldwide financial crisis and the events of September 11, 2001, we may be unable to place some or all of our commercial paper on a temporary or extended basis and may have to rely more on borrowings under the Credit Facility, which we believe will be adequate to fund our liquidity needs, including repayment of debt obligations, but which may carry a higher cost than commercial paper. Since we continue to have ample flexibility under the Credit Facility's covenants, we expect that undrawn bank commitments under the Credit Facility will remain available to us even if business conditions were to deteriorate markedly.

Our 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 2018 third quarter, our long-term debt had a weighted average interest rate of 3.1 percent and a weighted average maturity of approximately 4.7 years. The ratio of fixed-rate long-term debt to total long-term debt was 0.6 to 1.0 at the end of the 2018 third quarter.

Cash, cash equivalents, and restricted cash totaled \$413 million at September 30, 2018, a decrease of \$16 million from year-end 2017, primarily reflecting purchase of treasury stock (\$2,513 million), capital expenditures (\$462 million), dividend payments (\$404 million), and financing outflows for employee share-based compensation withholding taxes (\$105 million). The following cash inflows partially offset these cash outflows: net cash provided by operating activities (\$1,824 million), higher commercial paper borrowings (\$1,045 million), net cash proceeds from dispositions (\$460 million), distributions from equity method investments (\$57 million), long-term debt issuances, net of repayments (\$52 million), and loan collections, net of advances (\$34 million). Both periods presented in our Statements of Cash Flows reflect changes resulting from our adoption of ASUs 2014-09, 2016-15, and 2016-18.

Our ratio of current assets to current liabilities was 0.5 to 1.0 at the end of the 2018 third quarter. We minimize working capital through cash management, strict credit-granting policies, and aggressive collection efforts. We also have significant borrowing capacity under our Credit Facility should we need additional working capital.

We made capital expenditures of \$462 million in the 2018 first three quarters and \$155 million in the 2017 first three quarters, an increase of \$307 million, primarily reflecting the acquisition of the Sheraton Grand Phoenix, improvements to our worldwide systems, and net higher spending on several owned and leased properties. We expect spending on capital expenditures and other investments will total approximately \$750 million to \$850 million for the 2018 full year, including acquisitions, loan advances, equity and other investments, contract acquisition costs, and various capital expenditures (including approximately \$200 million for maintenance capital spending).

Over time, we have sold hotels, both completed and under development, subject to long-term management agreements. The ability of third-party purchasers to raise the debt and equity capital necessary to acquire such properties depends in part on the perceived risks in the lodging industry and other constraints inherent in the capital markets. We monitor the status of the capital markets and regularly evaluate the potential impact of changes in capital market conditions on our business operations. In the Starwood Combination, we acquired various hotels and joint venture interests in various hotels, many of which we have sold or are seeking to sell, and in 2018, we acquired the Sheraton Grand Phoenix, which we expect to renovate and sell subject to a long-term management agreement. We also expect to continue making selective and opportunistic investments to add units to our lodging business, which may include new construction, loans, guarantees, and noncontrolling equity investments.

Share Repurchases

We purchased 6.7 million shares of our common stock during the 2018 third quarter at an average price of \$125.78 per share. As of September 30, 2018, 13.7 million shares remained available for repurchase under Board approved authorizations. For additional information, see "Issuer Purchases of Equity Securities" in Part II, Item 2.

Dividends

Our Board of Directors declared the following quarterly cash dividends in 2018: (1) \$0.33 per share declared on February 9, 2018 and paid March 30, 2018 to shareholders of record on February 23, 2018; (2) \$0.41 per share

declared on May 4, 2018 and paid June 29, 2018 to shareholders of record on May 18, 2018; and (3) \$0.41 per share declared on August 9, 2018 and paid September 28, 2018 to shareholders of record on August 23, 2018.

Contractual Obligations and Off-Balance Sheet Arrangements

As of the end of the 2018 third quarter, there have been no significant changes to our “Contractual Obligations” table, “Other Commitments” table, or “Letters of Credit” paragraph in Part II, Item 7, “Management’s Discussion and Analysis of Financial Condition and Results of Operations,” of our 2017 Form 10-K, other than those described below.

Total debt increased \$1,089 million to \$9,327 million at September 30, 2018 from \$8,238 million at December 31, 2017, reflecting the issuance of our Series X Notes and higher commercial paper borrowings, partially offset by the maturity of our Series S Notes. See Footnote 8. Long-Term Debt for more information on our total debt at September 30, 2018.

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 2017 Form 10-K. Since the date of our 2017 Form 10-K, we have made no material changes to our critical accounting policies or the methodologies or assumptions that we apply under them, other than those described below.

Loyalty Program. After the adoption of ASU 2014-09, our accounting for our Loyalty Program revenue continues to be a critical accounting policy. Critical estimates include breakage of hotel points, credit card points, and free night certificates, the volume of points and free night certificates that will be issued under our co-brand credit card agreements, the amount of consideration to which we will be entitled under our co-brand credit card agreements, and the stand-alone selling prices of goods and services provided under our co-brand credit card agreements.

See the “Performance Obligations” caption of Footnote 2. Revenues for additional information related to these critical accounting policies and estimates.

Item 3. Quantitative and Qualitative Disclosures About Market Risk

Our exposure to market risk has not materially changed since December 31, 2017.

Item 4. Controls and Procedures

Disclosure Controls and Procedures

As of the end of the period covered by this quarterly report, we evaluated, under the supervision and with the participation of our management, including our Chief Executive Officer and Chief Financial Officer, the effectiveness of our disclosure controls and procedures (as such term is defined in Rules 13a-15(e) and 15d-15(e) of the Securities Exchange Act of 1934 (the “Exchange Act”). 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 the 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.

[Table of Contents](#)

Internal Control Over Financial Reporting

We made no changes in internal control over financial reporting during the 2018 third quarter that materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

PART II – OTHER INFORMATION

Item 1. Legal Proceedings

From time to time, we are subject to 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 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

Risks and Uncertainties

We are subject to various risks that could have a negative effect on us or on our financial condition. You should understand that these risks could cause results to differ materially from those we express in forward-looking statements contained in this report or in other Company communications. Because there is no way to determine in advance whether, or to what extent, any present uncertainty will ultimately impact our business, you should give equal weight to each of the following:

Our industry is highly competitive, which may impact our ability to compete successfully with other hotel properties and home and apartment sharing services for guests. We operate in markets that contain many competitors. Each of our hotel brands competes with major hotel chains and home and apartment sharing services in national and international venues, and with independent companies in regional markets. Our ability to remain competitive and attract and retain business and leisure travelers depends on our success in distinguishing the quality, value, and efficiency of our lodging products and services, including our Loyalty Program, direct booking channels, and consumer-facing technology platforms and services, from those offered by others. If we cannot compete successfully in these areas, our operating margins could contract, our market share could decrease, and our earnings could decline. Further, new lodging supply in individual markets could have a negative impact on the hotel industry and hamper our ability to increase room rates or occupancy in those markets.

Economic downturns could impact our financial results and growth. Weak economic conditions in one or more parts of the world, changes in oil prices and currency values, disruptions in national, regional, or global economies generally and the travel business in particular that might result from changing governmental policies in areas such as trade, travel, immigration, healthcare, and related issues, political instability in some areas, and the uncertainty over how long any of these conditions could continue, could have a negative impact on the lodging industry. Because of such uncertainty, we continue to experience weakened demand for our hotel rooms in some markets. Our future financial results and growth could be further harmed or constrained if economic or these other conditions worsen. U.S. government travel is also a significant part of our business, and this aspect of our business could suffer due to U.S. federal spending cuts, or government hiring restrictions and any further limitations that may result from presidential or congressional action or inaction.

Risks Relating to Our Integration of Starwood

The continued diversion of resources and management's attention to the integration of Starwood could still adversely affect our day-to-day business. While the integration of Starwood is well underway, it places a significant burden on our management and internal resources and will continue to do so for some time. The diversion of management's attention away from day-to-day business concerns and any challenges we encounter as the integration process continues could adversely affect our financial results.

Some of the anticipated benefits of combining Starwood and Marriott may still not be realized. We decided to acquire Starwood with the expectation that the Starwood Combination would result in various benefits, including, among other things, operating efficiencies. Although we have already achieved some of those anticipated benefits,

others remain subject to several uncertainties, including whether we can continue to effectively and efficiently integrate the Starwood business.

Integration could also take longer than we anticipate and involve unexpected costs. Disruptions of each legacy company's ongoing businesses, processes, and systems could adversely affect the combined company. We have encountered challenges in harmonizing our different reservations and other systems, Loyalty Program, and other business practices, and may encounter additional or increased challenges as the integration process continues. Because of these or other factors, we cannot assure you when or that we will be able to fully realize additional benefits from the Starwood Combination in the form of eliminating duplicative costs, or achieving other operating efficiencies, cost savings, or benefits, or that challenges encountered with our harmonization efforts will not have adverse effects on our business or reputation.

Program changes associated with our integration efforts could have a negative effect on guest preference or behavior. Our integration efforts involve significant changes to certain of our guest programs and services, including our Loyalty Program, co-branded credit card arrangements, and consumer-facing technology platforms and services. While we believe such changes will enhance these programs and services for our guests and drive guest preference and satisfaction, these changes remain subject to various uncertainties, including whether the changes could be negatively perceived by certain guests and consumers, could affect guest preference or could alter reservation, spending or other guest or consumer behavior, all of which could adversely affect our market share, reputation, business, financial condition, or results of operations.

Risks Relating to Our Business

Operational Risks

Premature termination of our management or franchise agreements could hurt our financial performance. Our hotel management and franchise agreements may be subject to premature termination in certain circumstances, such as the bankruptcy of a hotel owner or franchisee, or a failure under some agreements to meet specified financial or performance criteria that are subject to the risks described in this section, which we fail or elect not to cure. Some courts have also applied agency law principles and related fiduciary standards to managers of third-party hotel properties, including us (or have interpreted hotel management agreements to be "personal services contracts"). Property owners may assert the right to terminate management agreements even where the agreements provide otherwise, and some courts have upheld such assertions about our management agreements and may do so in the future. If terminations occur for these or other reasons, we may need to enforce our right to damages for breach of contract and related claims, which may cause us to incur significant legal fees and expenses. Any damages we ultimately collect could be less than the projected future value of the fees and other amounts we would have otherwise collected under the management or franchise agreement. A significant loss of agreements due to premature terminations could hurt our financial performance or our ability to grow our business.

Our lodging operations are subject to global, national, and regional conditions. Because we conduct our business on a global platform, changes in global and regional economies and governmental policies impact our activities. In recent years, decreases in travel resulting from weak economic conditions and the heightened travel security measures resulting from the threat of further terrorism have hurt our business. Our future performance could be similarly affected by the economic and political environment in each of our operating regions, the resulting unknown pace of both business and leisure travel, and any future incidents or changes in those regions.

The growing significance of our operations outside of the U.S. makes us increasingly susceptible to the risks of doing business internationally, which could lower our revenues, increase our costs, reduce our profits, disrupt our business, or damage our reputation. More than a third of the rooms in our system are located outside of the U.S. and its territories. We expect that our international operations, and resulting revenues, will continue to grow. This increasingly exposes us to the challenges and risks of doing business outside the U.S., many of which are outside of our control, and which could reduce our revenues or profits, increase our costs, result in significant liabilities or sanctions, disrupt our business, or damage our reputation. These challenges include: (1) compliance with complex and changing laws, regulations and government policies that may impact our operations, such as foreign ownership restrictions, import and export controls, and trade restrictions; (2) compliance with U.S. and foreign laws that affect

the activities of companies abroad, such as competition laws, cybersecurity and privacy laws, currency regulations, and other laws affecting dealings with certain nations; (3) the difficulties involved in managing an organization doing business in many different countries; (4) uncertainties as to the enforceability of contract and intellectual property rights under local laws; (5) rapid changes in government policy, political or civil unrest, acts of terrorism, or the threat of international boycotts or U.S. anti-boycott legislation; and (6) currency exchange rate fluctuations, which may impact the results and cash flows of our international operations.

Any failure by our international operations to comply with anti-corruption laws or trade sanctions could increase our costs, reduce our profits, limit our growth, harm our reputation, or subject us to broader liability. We are subject to restrictions imposed by the U.S. Foreign Corrupt Practices Act (the “FCPA”) and anti-corruption laws and regulations of other countries applicable to our operations, such as the UK Bribery Act. Anti-corruption laws and regulations generally prohibit companies and their intermediaries from making improper payments to government officials or other persons to receive or retain business. These laws also require us to maintain adequate internal controls and accurate books and records. Due to the Starwood Combination, we now have more properties in countries outside of the U.S., including in many parts of the world where corruption is common, and our compliance with anti-corruption laws may potentially conflict with local customs and practices. The compliance programs, internal controls and policies we maintain and enforce to promote compliance with applicable anti-bribery and anti-corruption laws may not prevent our associates, contractors or agents from acting in ways prohibited by these laws and regulations. We are also subject to trade sanctions administered by the Office of Foreign Assets Control and the U.S. Department of Commerce. Our compliance programs and internal controls also may not prevent conduct that is prohibited under these rules. The U.S. may impose additional sanctions at any time against any country in which or with whom we do business. Depending on the nature of the sanctions imposed, our operations in the relevant country could be restricted or otherwise adversely affected. Any violations of anti-corruption laws and regulations or trade sanctions could result in significant civil and criminal penalties, reduce our profits, disrupt or have a material adverse effect on our business, damage our reputation, or result in lawsuits being brought against the Company or its officers or directors. In addition, the operation of these laws or an imposition of further restrictions in these areas could increase our cost of operations, reduce our profits or cause us to forgo development opportunities, or cease operations in certain countries, that would otherwise support growth.

Exchange rate fluctuations and foreign exchange hedging arrangements could result in significant foreign currency gains and losses and affect our business results. We earn revenues and incur expenses in foreign currencies as part of our operations outside of the U.S. Accordingly, fluctuations in currency exchange rates may significantly increase the amount of U.S. dollars required for foreign currency expenses or significantly decrease the U.S. dollars we receive from foreign currency revenues. We are also exposed to currency translation risk because the results of our non-U.S. business are generally reported in local currency, which we then translate to U.S. dollars for inclusion in our consolidated financial statements. As a result, changes between the foreign exchange rates and the U.S. dollar affect the amounts we record for our foreign assets, liabilities, revenues and expenses, and could have a negative effect on our financial results. We expect that our exposure to foreign currency exchange rate fluctuations will grow as the relative contribution of our non-U.S. operations increases. We enter into foreign exchange hedging agreements with financial institutions to reduce exposures to some of the principal currencies in which we receive management and franchise fees, but these efforts may not be successful. These hedging agreements also do not cover all currencies in which we do business, do not eliminate foreign currency risk entirely for the currencies that they do cover, and involve costs and risks of their own in the form of transaction costs, credit requirements and counterparty risk.

Some of our management agreements and related contracts require us to make payments to owners if the hotels do not achieve specified levels of operating profit. Some of our contracts with hotel owners require that we fund shortfalls if the hotels do not attain specified levels of operating profit. We may not be able to recover any fundings of such performance guarantees, which could lower our profits and reduce our cash flows.

Our new programs and new branded products may not be successful. We cannot assure you that recently launched or newly acquired brands, such as EDITION, AC Hotels by Marriott in the Americas, Protea Hotels, Moxy, Delta Hotels, and those we acquired as a result of the Starwood Combination, our investments in PlacePass and the joint venture with Alibaba, our pilot of a homesharing offering in certain European cities, or any other new

programs or products we may launch in the future, will be accepted by hotel owners, potential franchisees, or the traveling public or other guests. We also cannot be certain that we will recover the costs we incurred in developing or acquiring the brands or any new programs or products, or that those brands, programs, or products will be successful. In addition, some of our new or newly acquired brands involve or may involve cooperation and/or consultation with one or more third parties, including some shared control over product design and development, sales and marketing, and brand standards. Disagreements with these third parties could slow the development of these new brands and/or impair our ability to take actions we believe to be advisable for the success and profitability of such brands.

Risks relating to natural or man-made disasters, contagious disease, terrorist activity, and war could reduce the demand for lodging, which may adversely affect our revenues. So called “Acts of God,” such as hurricanes, earthquakes, tsunamis, floods, volcanic activity, wildfires, and other natural disasters, as well as man-made disasters and the potential spread of contagious diseases in locations where we own, manage, or franchise significant properties and areas of the world from which we draw a large number of guests, have in the past caused and could in the future cause a decline in business or leisure travel and reduce demand for lodging to an extent and for durations that we are not able to predict. Actual or threatened war, terrorist activity, political unrest, or civil strife, and other geopolitical uncertainty could have a similar effect. Any one or more of these events may reduce the overall demand for hotel rooms and corporate apartments or limit the prices that we can obtain for them, both of which could adversely affect our profits. If a terrorist event were to involve one or more of our branded properties, demand for our hotels in particular could suffer, which could further hurt our revenues and profits.

Disagreements with owners of hotels that we manage or franchise may result in litigation or delay implementation of product or service initiatives. Consistent with our focus on management and franchising, we own very few of our lodging properties. The nature of our responsibilities under our management agreements to manage each hotel and enforce the standards required for our brands under both management and franchise agreements may be subject to interpretation and will from time to time give rise to disagreements, which may include disagreements over the need for or payment for new product, service or systems initiatives, the timing and amount of capital investments, and reimbursement for certain system initiatives and costs. Such disagreements may be more likely when hotel returns are weaker. We seek to resolve any disagreements to develop and maintain positive relations with current and potential hotel owners and joint venture partners, but we cannot always do so. Failure to resolve such disagreements has resulted in litigation, and could do so in the future. If any such litigation results in an adverse judgment, settlement, or court order, we could suffer significant losses, our profits could be reduced, or our future ability to operate our business could be constrained.

Our business depends on the quality and reputation of our company and our brands, and any deterioration could adversely impact our market share, reputation, business, financial condition, or results of operations. Events that may be beyond our control could affect the reputation of one or more of our properties or more generally impact the reputation of our brands. Many other factors also can influence our reputation and the value of our brands, including service, food quality and safety, availability and management of scarce natural resources, supply chain management, diversity, human rights, and support for local communities. Reputational value is also based on perceptions, and broad access to social media makes it easy for anyone to provide public feedback that can influence perceptions of us, our brands and our hotels, and it may be difficult to control or effectively manage negative publicity, regardless of whether it is accurate. While reputations may take decades to build, negative incidents can quickly erode trust and confidence, particularly if they result in adverse mainstream and social media publicity, governmental investigations or penalties, or litigation. Negative incidents could lead to tangible adverse effects on our business, including consumer boycotts, lost sales, disruption of access to our websites and reservation systems, loss of development opportunities, or associate retention and recruiting difficulties. Any decline in the reputation or perceived quality of our brands or corporate image could affect our market share, reputation, business, financial condition, or results of operations.

If our brands, goodwill or other intangible assets become impaired, we may be required to record significant non-cash charges to earnings. As of September 30, 2018, we had \$17.5 billion of goodwill and other intangible assets. We review goodwill and indefinite-lived intangible assets for impairment annually or whenever events or circumstances indicate impairment may have occurred. Estimated fair values of our brands or reporting units could

change if, for example, there are changes in the business climate, unanticipated changes in the competitive environment, adverse legal or regulatory actions or developments, changes in guests' perception and the reputation of our brands, or changes in interest rates, operating cash flows, or market capitalization. Because of the significance of our goodwill and other intangible assets, any future impairment of these assets could require material non-cash charges to our results of operations, which could have a material adverse effect on our financial condition and results of operations.

Actions by our franchisees and licensees could adversely affect our image and reputation. We franchise and license many of our brand names and trademarks to third parties for lodging, timeshare, residential, and our credit card programs. Under the terms of their agreements with us, our franchisees and licensees interact directly with guests and other third parties under our brand and trade names. If these franchisees or licensees fail to maintain or act in accordance with applicable brand standards; experience operational problems, including any data breach involving guest information; or project a brand image inconsistent with ours, our image and reputation could suffer. Although our franchise and license agreements provide us with recourse and remedies in the event of a breach by the franchisee or licensee, including termination of the agreements under certain circumstances, it could be expensive or time consuming for us to pursue such remedies. We also cannot assure you that in every instance a court would ultimately enforce our contractual termination rights or that we could collect any awarded damages from the defaulting franchisee or licensee.

Collective bargaining activity and strikes could disrupt our operations, increase our labor costs, and interfere with the ability of our management to focus on executing our business strategies. A significant number of associates at our managed, leased, and owned hotels are covered by collective bargaining agreements. Collective bargaining agreements at approximately 45 hotels covering roughly half of our organized associates in the U.S. expired or are expiring in 2018. If relationships with our organized associates or the unions that represent them become adverse, the properties we operate could experience labor disruptions such as strikes, lockouts, boycotts, and public demonstrations. While we recently completed contract negotiations for 10 unionized hotels, including six hotels in Chicago, one hotel in Detroit, and one hotel in Oakland following multi-week strikes in those cities, many collective bargaining agreements remain under negotiation or are expected to be negotiated later in 2018. In connection with these negotiations, certain hourly associates at 21 hotels in Maui, Oahu, Boston, San Diego, San Jose, and San Francisco have been on strike since early October. As a result, we have had to rely on other company and third-party workers to address the striking associates' responsibilities. These disputes and disruptions could harm our relationship with our associates, result in increased regulatory inquiries and enforcement by governmental authorities, result in adverse publicity, harm our relationships with our guests and customers, divert management attention, adversely affect operations and revenues at affected hotels, and reduce customer demand for our services, all of which could have an adverse effect on our reputation, business, financial condition, or results of operations.

Labor regulation and the negotiation of new or existing collective bargaining agreements could lead to higher wage and benefit costs, changes in work rules that raise operating expenses, legal costs, and limitations on our ability or the ability of our third-party property owners to take cost saving measures during economic downturns. We do not have the ability to control the negotiations of collective bargaining agreements covering unionized labor employed by our third-party property owners and franchisees. Increased unionization of our workforce, new labor legislation, or changes in regulations could disrupt our operations, reduce our profitability or interfere with the ability of our management to focus on executing our business strategies.

Damage to, or losses involving, properties that we own, manage, or franchise may not be covered by insurance, or the cost of such insurance could increase. Marriott requires comprehensive property and liability insurance policies for our managed, leased, and owned properties with coverage features and insured limits that we believe are customary. We require managed hotel owners to procure such coverage or we procure such coverage on their behalf. We also require our franchisees to maintain similar levels of insurance. Market forces beyond our control may nonetheless limit the scope of the insurance coverage we or our franchisees can obtain, or our or their ability to obtain coverage at reasonable rates. Certain types of losses, generally of a catastrophic nature, such as earthquakes, hurricanes and floods, terrorist acts, or liabilities that result from breaches in the security of our information systems, may result in high deductibles, low limits, or may be uninsurable or the cost of obtaining insurance may be unacceptably high. As a result, we and our franchisees may not be successful in obtaining

insurance without increases in cost or decreases in coverage levels. For example, in 2018 substantial increases in property insurance costs occurred due to the severe and widespread damage caused by the 2017 Atlantic hurricane season and other natural disasters. In addition, in the event of a substantial loss, the insurance coverage we or our franchisees carry may not be sufficient to pay the full market value or replacement cost of any lost investment or in some cases could result in certain losses being totally uninsured. As a result, we could lose some or all of any capital that we have invested in a property, as well as the anticipated future revenue from the property, and we could remain obligated for guarantees, debt, or other financial obligations for the property.

Development and Financing Risks

While we are predominantly a manager and franchisor of hotel properties, our hotel owners depend on capital to buy, develop, and improve hotels, and our hotel owners may be unable to access capital when necessary. Both we and current and potential hotel owners must periodically spend money to fund new hotel investments, as well as to refurbish and improve existing hotels. The availability of funds for new investments and improvement of existing hotels by our current and potential hotel owners depends in large measure on capital markets and liquidity factors, over which we exert little control. Obtaining financing on attractive terms may be constrained by the capital markets for hotel and real estate investments. In addition, owners of existing hotels that we franchise or manage may have difficulty meeting required debt service payments or refinancing loans at maturity.

Our growth strategy depends upon third-party owners/operators, and future arrangements with these third parties may be less favorable. Our growth strategy for adding lodging facilities entails entering into and maintaining various arrangements with property owners. The terms of our management agreements and franchise agreements for each of our lodging facilities are influenced by contract terms offered by our competitors, among other things. We cannot assure you that any of our current arrangements will continue or that we will be able to enter into future collaborations, renew agreements, or enter into new agreements in the future on terms that are as favorable to us as those that exist today.

Our ability to grow our management and franchise systems is subject to the range of risks associated with real estate investments. Our ability to sustain continued growth through management or franchise agreements for new hotels and the conversion of existing facilities to managed or franchised Marriott brands is affected, and may potentially be limited, by a variety of factors influencing real estate development generally. These include site availability, financing, planning, zoning and other local approvals, and other limitations that may be imposed by market and submarket factors, such as projected room occupancy and rate, changes in growth in demand compared to projected supply, territorial restrictions in our management and franchise agreements, costs of construction, and demand for construction resources.

Our development and renovation activities expose us to project cost, completion, and resale risks. We occasionally develop, or acquire and renovate, hotel and residential properties, both directly and through partnerships, joint ventures, and other business structures with third parties. As demonstrated by the impairment charges that we recorded in 2014 and 2015 in connection with our development and construction of three EDITION hotels and residences, our ongoing involvement in the development of properties presents a number of risks, including that: (1) any future weakness in the capital markets may limit our ability, or that of third parties with whom we do business, to raise capital for completion of projects that have commenced or for development of future properties; (2) properties that we develop or renovate could become less attractive due to decreases in demand for hotel and residential properties, market absorption or oversupply, with the result that we may not be able to sell such properties for a profit or at the prices or selling pace we anticipate, potentially requiring additional changes in our pricing strategy that could result in further charges; (3) construction delays or cost overruns, including those due to a shortage of skilled labor, lender financial defaults, or so called “Acts of God” such as earthquakes, hurricanes, floods, or fires may increase overall project costs or result in project cancellations; and (4) we may be unable to recover development costs we incur for any projects that we do not pursue to completion.

Our owned properties and other real estate investments subject us to numerous risks. Although we had relatively few owned and leased properties at the end of the 2018 third quarter, such properties are subject to the risks that generally relate to investments in real property. Although we have sold many properties in recent years and we are actively pursuing additional sales, equity real estate investments can be difficult to sell quickly, and we

may not be able to do so at prices we find acceptable or at all. Moreover, the investment returns available from equity investments in real estate depend in large part on the amount of income earned and capital appreciation generated by the related properties, and the expenses incurred. A variety of other factors also affect income from properties and real estate values, including governmental regulations, insurance, zoning, tax and eminent domain laws, interest rate levels, and the availability of financing. For example, new or existing real estate zoning or tax laws can make it more expensive and/or time-consuming to develop real property or expand, modify, or renovate hotels. When interest rates increase, the cost of acquiring, developing, expanding, or renovating real property increases and real property values may decrease as the number of potential buyers decreases. Similarly, as financing becomes less available, it becomes more difficult both to acquire and to sell real property. Finally, under eminent domain laws, governments can take real property, sometimes for less compensation than the owner believes the property is worth. Despite our asset-light strategy, our real estate properties could be impacted by any of these factors, resulting in a material adverse impact on our results of operations or financial condition. If our properties do not generate revenue sufficient to meet operating expenses, including needed capital expenditures, our income could be adversely affected.

Development and other investing activities that involve our co-investment with third parties may result in disputes and may decrease our ability to manage risk. We have from time to time invested, and may continue to invest, in partnerships, joint ventures, and other business structures involving our co-investment with third parties. These investments generally include some form of shared control over the development of the asset or operations of the business and create added risks, including the possibility that other investors in such ventures could become bankrupt or otherwise lack the financial resources to meet their obligations, could have or develop business interests, policies, or objectives that are inconsistent with ours, could take action without our approval (or, conversely, prevent us from taking action without our partner's approval), or could make requests contrary to our policies or objectives. Should a venture partner become bankrupt we could become liable for our partner's share of the venture's liabilities. Actions by a co-venturer might subject the assets owned by the venture or partnership to additional risk, such as increased project costs, project delays, or operational difficulties following project completion. These risks may be more likely to occur in difficult business environments. We cannot assure you that our investments through partnerships or joint ventures will be successful despite these risks.

Risks associated with development and sale of residential properties associated with our lodging properties or brands may reduce our profits. We participate, through licensing agreements or directly or through noncontrolling interests, in the development and sale of residential properties associated with our brands, including residences and condominiums under many of our luxury and premium brand names and trademarks. Such projects pose further risks beyond those generally associated with our lodging business, which may reduce our profits or compromise our brand equity, including risks that (1) weakness in residential real estate and demand generally may reduce our profits and could make it more difficult to convince future hotel development partners of the value added by our brands; (2) increases in interest rates, reductions in mortgage availability or the tax benefits of mortgage financing or residential ownership generally, or increases in the costs of residential ownership could prevent potential customers from buying residential products or reduce the prices they are willing to pay; and (3) residential construction may be subject to warranty and liability claims or claims related to purchaser deposits, and the costs of resolving such claims may be significant.

Some hotel openings in our development pipeline and approved projects may be delayed or not result in new hotels, which could adversely affect our growth prospects. We report a significant number of hotels in our development pipeline, including hotels under construction and under signed contracts, as well as hotels approved for development but not yet under contract. The eventual opening of such pipeline hotels and, in particular, the approved hotels that are not yet under contract, is subject to numerous risks, including in some cases the owner's or developer's ability to obtain adequate financing or governmental or regulatory approvals. Competition for skilled construction labor and disruption in the supply chain for materials could cause construction timelines for pipeline hotels to lengthen. Accordingly, we cannot assure you that all of our development pipeline will result in new hotels entering our system, or that those hotels will open when we anticipate.

If we incur losses on loans or loan guarantees that we have made to third parties, our profits could decline. At times, we make loans for hotel development or renovation expenditures when we enter into or amend management

[Table of Contents](#)

or franchise agreements. From time to time we also provide third-party lenders with financial guarantees for the timely repayment of all or a portion of debt related to hotels that we manage or franchise, generally subject to an obligation that the owner reimburse us for any fundings. We could suffer losses if hotel owners or franchisees default on loans that we provide or fail to reimburse us for loan guarantees that we have funded.

If owners of hotels that we manage or franchise cannot repay or refinance mortgage loans secured by their properties, our revenues and profits could decrease and our business could be harmed. The owners of many of our managed or franchised properties have pledged their hotels as collateral for mortgage loans that they entered into when those properties were purchased or refinanced. If those owners cannot repay or refinance maturing indebtedness on favorable terms or at all, the lenders could declare a default, accelerate the related debt, and repossess the property. Such sales or repossessions could, in some cases, result in the termination of our management or franchise agreements and eliminate our anticipated income and cash flows, which could negatively affect our results of operations.

Technology, Information Protection, and Privacy Risks

A failure to keep pace with developments in technology could impair our operations or competitive position. The lodging industry continues to demand the use of sophisticated technology and systems, including those used for our reservation, revenue management, property management, human resources and payroll systems, our Loyalty Program, and technologies we make available to our guests and for our associates. These technologies and systems must be refined, updated, and/or replaced with more advanced systems on a regular basis, and our business could suffer if we cannot do that as quickly or effectively as our competitors or within budgeted costs and time frames. We also may not achieve the benefits that we anticipate from any new technology or system, and a failure to do so could result in higher than anticipated costs or could impair our operating results.

An increase in the use of third-party Internet services to book online hotel reservations could adversely impact our business. Some of our hotel rooms are booked through Internet travel intermediaries such as Expedia.com[®], Priceline.com[®], Booking.com[™], Travelocity.com[®], and Orbitz.com[®], as well as lesser-known online travel service providers. These intermediaries initially focused on leisure travel, but now also provide offerings for corporate travel and group meetings. Although our Best Rate Guarantee and Member Rate programs have helped limit guest preference shift to intermediaries and greatly reduced the ability of intermediaries to undercut the published rates at our hotels, intermediaries continue to use a variety of aggressive online marketing methods to attract guests, including the purchase, by certain companies, of trademarked online keywords such as “Marriott” from Internet search engines such as Google[®], Bing[®], Yahoo[®], and Baidu[®] to steer guests toward their websites (a practice that has been challenged by various trademark owners in federal court). Although we have successfully limited these practices through contracts with key online intermediaries, the number of intermediaries and related companies that drive traffic to intermediaries’ websites is too large to permit us to eliminate this risk entirely. Our business and profitability could be harmed if online intermediaries succeed in significantly shifting loyalties from our lodging brands to their travel services, diverting bookings away from our direct online channels, or through their fees, increase the overall cost of Internet bookings for our hotels. In addition, if we are not able to negotiate new agreements on satisfactory terms when our existing contracts with intermediaries (which generally have 2- to 3- year terms) come up for renewal, our business and prospects could be negatively impacted in a number of ways. For example, if newly negotiated agreements are on terms less favorable to our hotels than the expiring agreements, or if we are not able to negotiate new agreements and our hotels no longer appear on intermediary websites, our bookings could decline, our profits (and the operating profits of hotels in our system) could decline, and customers and owners may be less attracted to our brands. We may not be able to recapture or offset any such loss of business through actions we take to enhance our direct marketing and reservation channels or to rely on other channels or other intermediary websites.

We are exposed to risks and costs associated with protecting the integrity and security of company, associate, and guest data. In the operation of our business, we collect, store, use, and transmit large volumes of data regarding associates, guests, customers, owners, licensees, franchisees, and our own business operations, including credit card numbers, reservation and loyalty data, and other personal information, in various information systems that we maintain and in systems maintained by third parties, including our owners, franchisees, licensees, and service

providers. The integrity and protection of this data is critical to our business. If this data is inaccurate or incomplete, we could make faulty decisions.

Our guests and associates also have a high expectation that we, as well as our owners, franchisees, licensees, and service providers, will adequately protect and appropriately use their personal information. The information, security, and privacy requirements imposed by laws and governmental regulation, our contractual obligations, and the requirements of the payment card industry are also increasingly demanding in the U.S., the European Union, Asia, and other jurisdictions where we operate. Our systems and the systems maintained or used by our owners, franchisees, licensees, and service providers may not be able to satisfy these changing legal and regulatory requirements and associate and guest expectations, or may require significant additional investments or time to do so. We may incur significant additional costs to meet these requirements, obligations, and expectations, and in the event of alleged or actual noncompliance we may experience increased operating costs, increased exposure to fines and litigation, and increased risk of damage to our reputation and brand.

Cyber security incidents could have a disruptive effect on our business. We have implemented security measures to safeguard our systems and data, and we may implement additional measures in the future, but our measures or the measures of our service providers or our owners, franchisees, licensees, and their service providers may not be sufficient to maintain the confidentiality, security, or availability of the data we collect, store, and use to operate our business. Efforts to hack or circumvent security measures, efforts to gain unauthorized access to data, failures of systems or software to operate as designed or intended, viruses, “ransomware” or other malware, “phishing” or other types of business email compromises, operator error, or inadvertent releases of data may materially impact our information systems and records and those of our owners, franchisees, licensees, or service providers. Our reliance on computer, Internet-based, and mobile systems and communications and the frequency and sophistication of efforts by third parties to gain unauthorized access or prevent authorized access to such systems have greatly increased in recent years. Like most large multinational corporations, we have experienced cyber-attacks, attempts to disrupt access to our systems and data, and attempts to affect the integrity of our data, and the frequency and sophistication of such efforts could continue to increase. Although some of these efforts may not be successful or impactful, a significant theft, loss, loss of access to, or fraudulent use of guest, associate, owner, franchisee, licensee, or company data could adversely impact our reputation and could result in remedial and other expenses, fines, or litigation. Depending on the nature and scope of the event, compromises in the security of our information systems or those of our owners, franchisees, licensees, or service providers or other disruptions in data services could lead to an interruption in the operation of our systems, resulting in operational inefficiencies and a loss of profits, and negative publicity, resulting in tangible adverse effects on our business, including consumer boycotts, lost sales, litigation, loss of development opportunities, or associate retention and recruiting difficulties, all of which could affect our market share, reputation, business, financial condition, or results of operations. The techniques used to obtain unauthorized access, disable or degrade service, or sabotage information systems change frequently, can be difficult to detect for long periods of time, and can involve difficult or prolonged assessment or remediation periods even once detected, which could magnify the severity of these adverse effects. In addition, although we carry cyber/privacy liability insurance that is designed to protect us against certain losses related to cyber risks, that insurance coverage may not be sufficient to cover all losses or all types of claims that may arise in connection with cyber-attacks, security compromises, and other related incidents. Furthermore, in the future such insurance may not be available to us on commercially reasonable terms, or at all.

Changes in privacy and data security laws could increase our operating costs, increase our exposure to fines and litigation, and adversely affect our ability to market our products effectively. We are subject to numerous, complex, and frequently changing laws, regulations, and contractual obligations designed to protect personal information, including in the U.S., European Union, Asia, and other jurisdictions. Non-U.S. data privacy and data security laws, various U.S. federal and state laws, credit card industry security standards, and other information privacy and security standards are all applicable to us. Compliance with changes in applicable data privacy laws and regulations and contractual obligations may increase our operating costs, increase our exposure to fines and litigation in the event of alleged non-compliance, and adversely affect our reputation.

Additionally, we rely on a variety of direct marketing techniques, including email marketing, online advertising, and postal mailings. Any further restrictions in laws such as the CANSPAM Act, and various U.S. state

[Table of Contents](#)

laws, or new federal laws on marketing and solicitation or international privacy, e-privacy, and anti-spam laws that govern these activities could adversely affect the continuing effectiveness of email, online advertising, and postal mailing techniques and could force further changes in our marketing strategy. If this occurs, we may not be able to develop adequate alternative marketing strategies, which could impact the amount and timing of our sales of certain products. We also obtain access to potential guests and customers from travel service providers or other companies with whom we have substantial relationships, and we market to some individuals on these lists directly or by including our marketing message in the other company's marketing materials. If access to these lists were to be prohibited or otherwise restricted, our ability to develop new guests and customers and introduce them to our products could be impaired.

Any disruption in the functioning of our reservation systems, as part of our integration of Starwood or otherwise, could adversely affect our performance and results. We manage global reservation systems that communicate reservations to our branded hotels that individuals make directly with us online, through our mobile apps, through our telephone call centers, or through intermediaries like travel agents, Internet travel websites, and other distribution channels. The cost, speed, accuracy and efficiency of our reservation systems are critical aspects of our business and are important considerations for hotel owners when choosing our brands. Our business may suffer if we fail to maintain, upgrade, or prevent disruption to our reservation systems. In addition, the risk of disruption in the functioning of our global reservation systems could increase with the ongoing systems integration that is part of our integration of Starwood. Disruptions in or changes to our reservation systems could result in a disruption to our business and the loss of important data.

Other Risks

Changes in laws and regulations could reduce our profits or increase our costs. We are subject to a wide variety of laws, regulations, and policies in jurisdictions around the world, including those for financial reporting, taxes, healthcare, cybersecurity, privacy, climate change, and the environment. Changes to such laws, regulations, or policies could reduce our profits. We also anticipate that many of the jurisdictions where we do business will continue to review taxes and other revenue raising measures, and any resulting changes could impose new restrictions, costs, or prohibitions on our current practices or reduce our profits. In particular, governments may revise tax laws, regulations, or official interpretations in ways that could significantly impact us, and other modifications could reduce the profits that we can effectively realize from our operations or could require costly changes to those operations or the way in which they are structured.

Uncertainties in the interpretation and application of the 2017 Tax Cuts and Jobs Act could materially affect our tax obligations and effective tax rate. On December 22, 2017, the U.S. enacted the 2017 Tax Act, which significantly affected U.S. tax law by changing how the U.S. imposes income tax on multinational corporations. The 2017 Tax Act requires complex computations not previously required by U.S. tax law. As such, the application of accounting guidance for such items is currently uncertain. Further, compliance with the 2017 Tax Act and the accounting for such provisions require preparation and analysis of information not previously required or regularly produced. In addition, the U.S. Department of Treasury has broad authority to issue regulations and interpretative guidance that may significantly impact how we will apply the law and impact our results of operations in future periods. Accordingly, further regulatory or GAAP accounting guidance for the 2017 Tax Act, our further analysis on the application of the law, and refinement of our initial estimates and calculations could materially change our current provisional estimates of the impact of the 2017 Tax Act in our Financial Statements, which could in turn materially affect our tax obligations and effective tax rate.

If we cannot attract and retain talented associates, our business could suffer. We compete with other companies both within and outside of our industry for talented personnel. If we cannot recruit, train, develop, and retain sufficient numbers of talented associates, we could experience increased associate turnover, decreased guest satisfaction, low morale, inefficiency, or internal control failures. Insufficient numbers of talented associates could also limit our ability to grow and expand our businesses. A shortage of skilled labor could also result in higher wages that would increase our labor costs, which could reduce our profits.

Delaware law and our governing corporate documents contain, and our Board of Directors could implement, anti-takeover provisions that could deter takeover attempts. Under the Delaware business combination statute, a

[Table of Contents](#)

shareholder holding 15 percent or more of our outstanding voting stock could not acquire us without Board of Director consent for at least three years after the date the shareholder first held 15 percent or more of the voting stock. Our governing corporate documents also, among other things, require supermajority votes for mergers and similar transactions. In addition, our Board of Directors could, without shareholder approval, implement other anti-takeover defenses, such as a shareholder rights plan.

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 ⁽¹⁾	Maximum Number of Shares That May Yet Be Purchased Under the Plans or Programs ⁽¹⁾
July 1, 2018 - July 31, 2018	2.0	\$ 129.97	2.0	18.4
August 1, 2018 - August 31, 2018	3.4	\$ 122.85	3.4	15.0
September 1, 2018 - September 30, 2018	1.3	\$ 127.01	1.3	13.7

⁽¹⁾ On November 9, 2017, we announced that our Board of Directors increased our common stock repurchase authorization by 30 million shares. As of September 30, 2018, 13.7 million shares remained available for repurchase under Board approved authorizations. We repurchase shares in the open market and in privately negotiated transactions.

[Table of Contents](#)

Item 6. Exhibits

Exhibit No.	Description	Incorporation by Reference (where a report is indicated below, that document has been previously filed with the SEC and the applicable exhibit is incorporated by reference thereto)
3.1	Restated Certificate of Incorporation.	Exhibit No. 3.(i) to our Form 8-K filed August 22, 2006 (File No. 001-13881).
3.2	Amended and Restated Bylaws.	Exhibit No. 3.(ii) to our Form 8-K filed February 14, 2017 (File No. 001-13881).
10.1	Termination of Noncompetition Agreement, effective as of September 1, 2018, between Starwood Hotels & Resorts Worldwide, LLC and Vistana Signature Experiences, Inc.	Filed with this report.
10.2	Letter of Agreement, effective as of September 1, 2018, among Marriott International, Inc., Marriott Worldwide Corporation, Marriott Rewards, LLC, Starwood Hotels & Resorts Worldwide, LLC, Marriott Vacations Worldwide Corporation, Marriott Ownership Resorts, Inc., Vistana Signature Experiences, Inc. and ILG, LLC.	Filed with this report.
10.3	Aircraft Time Sharing Agreement, effective as of September 20, 2018, between Marriott International Administrative Services, Inc. and J. Willard Marriott Jr.	Filed with this report.
31.1	Certification of Chief Executive Officer Pursuant to Rule 13a-14(a).	Filed with this report.
31.2	Certification of Chief Financial Officer Pursuant to Rule 13a-14(a).	Filed with this report.
32	Section 1350 Certifications.	Furnished with this report.
101.INS	XBRL Instance Document.	<i>Submitted electronically with this report.</i>
101.SCH	XBRL Taxonomy Extension Schema Document.	<i>Submitted electronically with this report.</i>
101.CAL	XBRL Taxonomy Calculation Linkbase Document.	<i>Submitted electronically with this report.</i>
101.DEF	XBRL Taxonomy Extension Definition Linkbase Document.	<i>Submitted electronically with this report.</i>
101.LAB	XBRL Taxonomy Label Linkbase Document.	<i>Submitted electronically with this report.</i>
101.PRE	XBRL Taxonomy Presentation Linkbase Document.	<i>Submitted electronically with this report.</i>

We have submitted electronically the following documents formatted in XBRL (Extensible Business Reporting Language) as Exhibit 101 to this report: (i) the Condensed Consolidated Statements of Income for the three and nine months ended September 30, 2018 and September 30, 2017; (ii) the Condensed Consolidated Statements of Comprehensive Income for the three and nine months ended September 30, 2018 and September 30, 2017; (iii) the Condensed Consolidated Balance Sheets at September 30, 2018 and December 31, 2017; and (iv) the Condensed Consolidated Statements of Cash Flows for the nine months ended September 30, 2018 and September 30, 2017.

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.

6th day of November, 2018

/s/ Bao Giang Val Bauduin

Bao Giang Val Bauduin

Controller and Chief Accounting Officer
(Duly Authorized Officer)

TERMINATION OF NONCOMPETITION AGREEMENT

This TERMINATION OF NONCOMPETITION AGREEMENT (this “Termination Agreement”) is entered into as of September 1, 2018 (“Effective Date”) between STARWOOD HOTELS & RESORTS WORLDWIDE, LLC (formerly Starwood Hotels & Resorts Worldwide, Inc.), a Maryland limited liability company (together with its affiliates, “Starwood”) and VISTANA SIGNATURE EXPERIENCES, INC., a Delaware corporation (“together with its affiliates, “Vistana”).

RECITALS

A. In connection with the sale of Vistana by Starwood to ILG, Inc. (formerly known as Interval Leisure Group, Inc.) (“ILG”) that was completed on May 11, 2016 (the “Vistana Sale”), Starwood, Vistana and ILG entered into several agreements (the “Agreements”) governing the terms of the Vistana Sale and the relationship between Starwood, Vistana and ILG thereafter, including, but not limited to (i) a License, Services, and Development Agreement (the “Vistana License Agreement”), dated as of May 11, 2016, by and among Starwood, Vistana, and ILG, and (ii) a Noncompetition Agreement (the “Noncompetition Agreement”), dated as of May 11, 2016, between Starwood and Vistana.

B. Marriott Vacations Worldwide Corporation (“MVW”) completed the acquisition of ILG (the “ILG Acquisition”) on the Effective Date and Vistana thereby became an indirect subsidiary of MVW as of the Effective Date.

C. As a result of the ILG Acquisition, the MVW and Vistana Vacation Ownership Businesses became combined as of the Effective Date and the parties hereto desire to effectuate the termination of the Noncompetition Agreement.

D. Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Vistana License Agreement.

AGREEMENT

In consideration of the foregoing and the mutual covenants and agreements herein contained, and intending to be legally bound hereby, the parties agree as follows:

1. Termination of Noncompetition Agreement. Notwithstanding the terms of the Noncompetition Agreement, the License Agreement or any other agreement among the parties hereto, the Noncompetition Agreement is hereby terminated and cancelled in its entirety with effect from and after the Effective Date. Each party hereby waives and releases all rights, obligations, claims and demands of any kind whatsoever that such party ever had, now has or may have hereafter, under the Noncompetition Agreement.

2. Miscellaneous. Article V and Article VI of the Noncompetition Agreement are hereby incorporated herein by reference as if fully stated herein.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties have caused this Termination Agreement to be executed by their duly authorized representatives.

STARWOOD HOTELS & RESORTS WORLDWIDE, LLC

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

VISTANA SIGNATURE EXPERIENCES, INC.

By: /s/ R. Lee Cunningham
Name: R. Lee Cunningham
Title: President & Chief Executive Officer

September 1, 2018

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

Starwood Hotels & Resorts Worldwide, LLC
10400 Fernwood Rd
Bethesda, MD 20817

Re: Merger of Marriott Vacations Worldwide Corporation and ILG, Inc.

Ladies and Gentlemen:

Marriott International, Inc. (“**MII**”) and Marriott Worldwide Corporation (“**MWC**”) (collectively “**Licensor**”), and Marriott Vacations Worldwide Corporation (“**Licensee**”) are parties to (i) that certain License, Services and Development Agreement for Marriott Projects dated effective November 19, 2011 (“**Original MVW License Agreement**”), as amended by that certain Amendment to License, Services, and Development Agreement dated February 26, 2018, and by that certain letter regarding Consent to Limited Marketing Access dated February 26, 2018 (collectively, the “**MVW License Agreement**”), and (ii) that certain Marriott Side Letter of Acknowledgments - Services Manual dated contemporaneously with the Original MVW License Agreement, as amended by that certain Amendment dated December 10, 2015, that certain Second Amendment dated September 21, 2016, that certain Third Amendment dated February 26, 2018, and that certain Fourth Amendment dated September 1, 2018 (collectively, the “**Services Manual**”), under which Licensor granted Licensee the right to operate the Licensed Business in accordance with the terms and conditions of the MVW License Agreement. Licensor, together with Marriott Rewards, LLC (collectively, “**Marriott**”), and Licensee, together with Marriott Ownership Resorts, Inc. (collectively, “**MVW**”) are also parties to that certain Side Letter Agreement - Program Affiliation dated September 21, 2016, as amended and restated by that certain Amended and Restated Side Letter Agreement - Program Affiliation dated February 26, 2018, and that certain letter dated February 26, 2018 regarding Conditional Consent to Eliminate Redemption Restrictions (collectively, the “**Program Affiliation Side Letter**”).

Starwood Hotels & Resorts Worldwide, LLC (formerly known as Starwood Hotels & Resorts Worldwide, Inc.) (“**Starwood**”), Vistana Signature Experiences, Inc. (“**Vistana**”), and ILG, LLC (as successor to ILG, Inc. (formerly known as Interval Leisure Group, Inc.)) (“**ILG**”) are parties to that certain License, Services and Development Agreement dated effective May 11, 2016 (“**Vistana License Agreement**”), under which Starwood granted Vistana the right to operate the Vistana Destination Club Business in accordance with the terms and conditions of the Vistana License Agreement.

All initially capitalized terms used but not defined herein have the meaning set forth in the MVW License Agreement, Services Manual, Program Affiliation Side Letter, or Vistana License Agreement, as applicable.

On September 1, 2018 (the “**Effective Date**”), Licensee acquired ILG, which acquisition included the Vistana Destination Club Business, resulting in MVW and its subsidiaries having licenses to operate Destination Club Businesses under the Marriott Vacation Club, Grand Residences by Marriott, Ritz-Carlton Club, Sheraton, Westin, The Luxury Collection, St. Regis and Vistana brands (the “**Combined Licensed Business**”). The parties hereto desire to effectuate certain efficiencies by combining certain aspects of the Combined Licensed Business and adapting the terms and conditions of the Vistana License Agreement to conform, as nearly as practicable, to the terms and conditions of the MVW License Agreement as more specifically set forth herein. In furtherance thereof, the parties hereto agree as follows with effect as of the Effective Date:

1. The \$3 million reduction in base royalty set forth in the definition of “Base Royalty” in Section 1.B of the First Amendment to the MVW License Agreement is hereby ceased;
2. With respect to the schedule to the Services Manual entitled “Credit Card Marketing Funds”, Licensor shall (instead of the reduction in base royalty set forth in the definition of “Base Royalty” in section 1.B of the First Amendment to the MVW License Agreement and the Initial Marketing Funds Amount set forth in the schedule to the Services Manual entitled “Credit Card Marketing Funds”) hereby pay to MVW the Increased Marketing Funds Amount set forth in the schedule to the Services Manual entitled “Credit Card Marketing Funds”.
3. Subject to any legal restrictions or third party consents or approval rights existing as of February 26, 2018, MVW (along with its subsidiaries and affiliates) is hereby permitted to include all brands that are encompassed in the Combined Licensed Business in MVW’s multi-brand portfolio vacation ownership products.
4. The Vistana Redemption Restriction and the MVW Redemption Restriction (along with the parties’ respective obligations under Section 3.02 of the Program Affiliation Side Letter) are hereby terminated.
5. The parties agree that upon written request by MVW, Licensor will depict the Vistana vacation ownership brands (i.e., Sheraton Vacation Club, Westin Vacation Club, St. Regis Residence Club, and The Luxury Collection Residence Club) on marriott.com and in other promotional and sales and marketing materials in the same manner and prominence that the Marriott Vacation Club brand is depicted on marriott.com and in other promotional and sales and marketing materials.
6. The parties agree that upon written request by MVW, (i) Destination Club Projects subject to the Vistana License Agreement will be deemed (x) “Participating Properties” under the Marriott Rewards Agreement and (y) “Licensed Destination Club Projects” under the MVW License Agreement, and (ii) Destination Club Products subject to the Vistana License Agreement will be deemed “Licensed Destination Club Products” under the MVW Marriott License Agreement.
7. Upon MVW’s request, Licensor will agree to amend the MVW License Agreement and related agreements to encompass the Sheraton, Westin, The Luxury Collection and St. Regis brands and the Licensed Unbranded Properties (as defined in the Vistana License Agreement) and to make other appropriate modifications so as to adapt the terms and conditions of the Vistana License Agreement to conform, as nearly as practicable, to the terms and conditions of the MVW License Agreement (the “**Combination Amendment**”). Upon the effectiveness of the Combination Amendment, (i) the Vistana License Agreement will be terminated, (ii) Sections 2.2.C(3) and (4) and the proviso to Section 2.2.C(5) of the MVW License Agreement will be deleted, and (iii) the Vistana Exclusive Rights Exception shall cease. MVW anticipates that the integration and combination of the MVW and Vistana Destination Club Businesses will occur in steps and phases over time and that therefore the Combination Amendment may consist of a series of amendments that align with such steps and phases. MVW and Licensor will work together in good faith to effectuate such Combination Amendment to align with such steps and phases. In connection with the initial phase, the parties hereto agree as follows with effect as of the Effective Date:
 - a. MVW shall continue to pay the base royalty contemplated by the MVW License Agreement (as adjusted by Section 1 of this letter) and Vistana shall continue to pay the base royalty contemplated by the Vistana License Agreement, respectively, without change or alteration.
 - b. The variable royalty fees in Sections 3.1 A(ii) and (iii) of the MVW License Agreement and the related provisions in Sections 3.1 C, D, E and F of the MVW License Agreement shall apply to all brands that are encompassed by the MVW License Agreement and the Vistana License Agreement. For the avoidance of doubt, Sections 3.1 A(ii), B, C, D and E of the Vistana License Agreement shall be superseded by the foregoing provisions of the MVW License Agreement.

- c. The basis for systems charges will remain unchanged (to the extent that the systems applicable to the various brands remain unchanged), including, without limitation, the calculation of payments for Loyalty Program Points.
 - d. To facilitate the integration and combination of the MVW and Vistana Destination Club Businesses, MVW and Vistana shall be permitted to (i) use information related to the MVW Destination Club Business in connection with the Vistana Destination Club Business, (ii) use information related to the Vistana Destination Club Business in connection with the MVW Destination Club Business, (iii) coordinate and integrate programs, activities and management functions between the MVW and Vistana Destination Club Businesses, and (iv) create one or more Exchange Programs or other forms of reciprocal use, mutual benefit or affiliation among various aspects, products and programs of the MVW and Vistana Destination Club Businesses. In furtherance of the foregoing:
 - i. For purposes of Section 14.1.A of the MVW License Agreement, (i) MVW's Affiliates involved in the Vistana Destination Club Business shall be considered "authorized" Persons for purposes of "Licensor Confidential Information" under the MVW License Agreement, (ii) uses of "Licensor Confidential Information" permitted by the MVW License Agreement shall include uses of "Starwood Confidential Information" permitted by the Vistana License Agreement, (iii) "Licensed Business" shall be deemed to include the Vistana Destination Club Business, (iv) "Projects" shall include "Licensed Vacation Ownership Properties" under the Vistana License Agreement, and (v) "Transaction Agreements" shall include "Transaction Agreements" under the Vistana License Agreement.
 - ii. For purposes of Sections 9.1.D, 9.3.A and 9.3.B of the MVW License Agreement, "Licensed Business" shall include the Vistana Destination Club Business.
 - iii. For purposes of Section 14.1.A of the Vistana License Agreement, (i) MVW's Affiliates involved in the MVW Destination Club Business shall be considered "authorized" Persons for purposes of "Starwood Confidential Information" under the Vistana License Agreement, (ii) uses of "Starwood Confidential Information" permitted by the Vistana License Agreement shall include uses of "Licensor Confidential Information" permitted by the MVW License Agreement, (iii) "Licensed Business" shall be deemed to include the MVW Destination Club Business, (iv) "Licensed Vacation Ownership Properties" shall include "Projects" under the MVW License Agreement, (v) "Transaction Agreements" shall include "Transaction Agreements" under the MVW License Agreement, and (vi) the phrase "other Hotel, brand, business, product, service or activity" shall exclude the MVW Destination Club Business.
 - iv. For purposes of Sections 7.4.D, 8.3.A and 8.3.B of the Vistana License Agreement, "Licensed Business" shall include the MVW Destination Club Business and "Licensed Vacation Ownership Properties" shall include "Projects" under the MVW License Agreement.
-

Please sign in the space indicated below to indicate Licensor's acknowledgment and agreement with respect to this letter.

Sincerely,

MARRIOTT VACATIONS WORLDWIDE CORPORATION

By: /s/ R. Lee Cunningham

Name: R. Lee Cunningham

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

MARRIOTT OWNERSHIP RESORTS, INC.

By: /s/ R. Lee Cunningham

Name: R. Lee Cunningham

Title: Vice President

VISTANA SIGNATURE EXPERIENCES, INC.

By: /s/ R. Lee Cunningham

Name: R. Lee Cunningham

Title: President & Chief Executive Officer

ILG, LLC

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

Name: John E. Geller, Jr.

Title: Manager

**ACKNOWLEDGED AND AGREED
EFFECTIVE AS OF SEPTEMBER 1, 2018.**

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

MARRIOTT REWARDS, LLC

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

EXECUTION**AIRCRAFT TIME SHARING AGREEMENT**

THIS AIRCRAFT TIME SHARING AGREEMENT (this “Agreement”) is made effective as of September 20, 2018 (the “Effective Date”), by and between Marriott International Administrative Services, Inc., a corporation organized and existing under the laws of Delaware (“Operator”) 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, Operator is the owner of one 2011 Bombardier Inc. (f.k.a. Canadair Ltd.) CL-600-2B16 (Challenger 605) aircraft, serial number 5842, FAA Registration No. N57MH, equipped with two General Electric CF34-3B aircraft engines, bearing manufacturer's serial numbers 950907 and 950906, and one APU Honeywell GTCP 36-150(CL), serial number P-284, and 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 the aircraft, and all substitutions, replacements, and renewals and all other property that shall hereafter become physically incorporated or installed in or attached to the aircraft (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 not to exceed 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 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 the 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 (i) 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 (ii) 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: (i) name Lessee as an additional insured; (ii) 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; (iii) shall be primary, without right of contribution from any other insurance maintained by Lessee; and (iv) 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, the Operator shall deliver to time share 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 (i) 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 (ii) 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 (iii) Lessee ceases to be in the service of Operator or any of its affiliates as an employee or director or (iv) on the date on which Operator no longer operates or owns 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 (i) to the extent required by statute, rule, regulation or judicial process; (ii) to counsel for any Party; (iii) to examiners, auditors or accountants of any Party; (iv) in connection with any litigation to which any Party is a party relating to this Lease; (v) which has been publicly disclosed; or (vi) 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 Lease 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 MAILED TO THE AIRCRAFT REGISTRATION BRANCH, ATTN: TECHNICAL SECTION, P.O. BOX 25724, OKLAHOMA CITY, OK 73125, WITHIN 24 HOURS OF EXECUTION; AND
- (C) THE RESPONSIBLE FLIGHT STANDARDS OFFICE WILL BE NOTIFIED AT LEAST 48 HOURS PRIOR TO THE FIRST 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 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, 10400 FERNWOOD ROAD, BETHESDA, MD 20817, 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, 10400 FERNWOOD ROAD, BETHESDA, MD 20817, 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 date first written above.

OPERATOR:
MARRIOTT INTERNATIONAL ADMINISTRATIVE SERVICES, INC.

LESSEE:
J. WILLARD MARRIOTT, JR.

By: /s/ Bao Giang Val Bauduin
Name: Bao Giang Val Bauduin
Title: Vice President

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

Signature Page
Time Sharing Agreement

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

I, Arne M. Sorenson, 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.

6th day of November, 2018

/s/ Arne M. Sorenson

Arne M. Sorenson
President and
Chief Executive Officer
(Principal Executive Officer)

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

I, Kathleen K. Oberg, certify that:

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

6th day of November, 2018

/s/ Kathleen K. Oberg

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

- (1) the quarterly report on Form 10-Q of the Company for the period ended September 30, 2018, (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.

6th day of November, 2018

/s/ Arne M. Sorenson

Arne M. Sorenson
President and
Chief Executive Officer
(Principal Executive Officer)

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

- (1) the quarterly report on Form 10-Q of the Company for the period ended September 30, 2018, (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.

6th day of November, 2018

/s/ Kathleen K. Oberg

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

