Your Benefits Program

Marriott International, Inc.
Employees’ Profit Sharing, Retirement and Savings
Plan and Trust

Summary Plan Description

March 1, 2016

This document constitutes part of a prospectus covering securities that have been registered under the Securities Act of 1933.
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FORMS AND BROCHURES
The following is a Summary Plan Description of the Marriott International, Inc. Employees’ Profit Sharing, Retirement and Savings Plan and Trust (“Retirement Savings & Profit Sharing Plan” or the “Plan”).

The complete terms of the Plan are set forth in the Plan document. The Plan document will control if there is a conflict between the information contained in this Summary Plan Description and the terms of the Plan.

By joining the Plan, associates of Marriott International, Inc. and its participating subsidiaries (collectively, the “Company”) agree to accept the Plan as it is today or as it may be amended in the future. Participants will be notified of any major Plan changes as required by law. All notices of Plan changes should be kept with this information.

The Company may amend the Plan at any time. However, no Plan amendment will adversely affect the vested interest of any Plan participant, cause discrimination in favor of highly compensated employees, or cause any part of your Retirement Savings & Profit Sharing Plan Account to be used for any purpose other than for the exclusive benefit of you and your beneficiaries.

Nothing contained in the Plan will be construed as a contract of employment between the Company and any person, nor will the Plan be deemed to give any person the right to be retained in the employ of the Company, or limit the right of the Company to employ or discharge any person or to discipline any associate.

The Company intends to continue the Plan indefinitely; however, because unforeseen circumstances may arise, the Company reserves the right to discontinue making contributions to or to terminate the Plan. If the Plan terminates, participants will receive all amounts in their Retirement Savings & Profit Sharing Plan Account, including Company contributions that had not previously vested.

The Retirement Savings & Profit Sharing Plan is a defined contribution plan with a cash or deferred arrangement satisfying the requirements of section 401(k) of the Internal Revenue Code of 1986, as amended (the “Code”). The Retirement Savings & Profit Sharing Plan has been determined by the Internal Revenue Service (the “IRS”) to be qualified under Code sections 401(a) and 501(a) and is subject to the reporting and disclosure, participation, vesting, fiduciary responsibility, administration, enforcement, and general provisions of the Employee Retirement Income Security Act of 1974, as amended (“ERISA”). The Plan was originally adopted by Marriott Corporation on August 15, 1960.

This Summary Plan Description describes the benefits available under the Plan on or after March 1, 2016 to those associates eligible for these benefits. The Plan also covers other associates who have separate booklets to describe the benefits available to them.

No participant may transfer or assign his or her interest in the Plan, except as permitted by law and the terms of the Plan.

NOTICE

To safeguard your interest in the Plan, please notify the person who handles benefits for your workplace whenever you change your name, address, or other identifying information. If you are no longer actively at work with the Company, be sure to call the myHR Service Center to update your information. In addition, if you change your designated Beneficiary, you must complete a new Beneficiary election, available from myHR. Finally, if you left the Company before 1991, were previously eligible for the Plan, and have since returned, be sure to notify your manager, or the person who handles benefits for your workplace, of your prior Company Service.

Para obtener una versión en español de ésta información, llame a myHR al 1-888-88-4myHR (1-888-884-6947) de lunes a viernes entre 9:00 a.m. y 8:00 p.m. hora del este.
THE PLAN AT A GLANCE

This section contains an overview of the Plan. For a thorough explanation, please see the contents of this Summary Plan Description.

<table>
<thead>
<tr>
<th>Plan Feature</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Eligibility</td>
<td>Generally, you can join the Retirement Savings &amp; Profit Sharing Plan if you have completed 90 days of Service with the Company.</td>
</tr>
<tr>
<td>Your Contributions: Non-Highly</td>
<td>• You can contribute 1% to 80% of your weekly Pay. Or, you can contribute a whole dollar amount each week from $3 to $2,997 ($999 before-tax, $999 Roth 401(k) and/or $999 after taxes) so long as it isn’t more than 80% of your Pay.</td>
</tr>
<tr>
<td>Compensated Employees</td>
<td>• Contributions can be on a before-tax, Roth 401(k), or after-tax basis, or a combination of any or all three.</td>
</tr>
<tr>
<td>For 2016, you are a Non-HCE if your</td>
<td>• The total before-tax and Roth 401(k) contribution limit under federal law for 2016 is $18,000.</td>
</tr>
<tr>
<td>earnings were $120,000 or less during</td>
<td>• If you are age 50 or older by the end of the calendar year, you can contribute before-tax and/or Roth 401(k) “catch-up” contributions. The total 2016 “catch-up” contribution limit is $6,000.</td>
</tr>
<tr>
<td>2015.</td>
<td></td>
</tr>
<tr>
<td>Your Contributions: Highly</td>
<td>• You can contribute on a before-tax and/or Roth 401(k) basis, for 1% to 80% of your weekly Pay or a whole dollar amount from $3 to $1,998 ($999 before-tax and/or $999 Roth 401(k), subject to certain IRS restrictions that are applicable to highly compensated employees. For 2016, IRS restrictions are expected to limit your contributions to 7% of your weekly Pay; the Plan Administrator may modify these limits during the Plan Year as necessary to satisfy nondiscrimination testing requirements. This limit is subject to change each year based on the results of the prior year’s nondiscrimination test.</td>
</tr>
<tr>
<td>Compensated Employees</td>
<td>• Contributions can only be on a before-tax or a Roth 401(k) basis.</td>
</tr>
<tr>
<td>For 2016, you are an HCE if your</td>
<td>• The total before-tax and Roth 401(k) contribution limit under federal law for 2016 is $18,000. However, the amount you are allowed to contribute may be less than this dollar amount in order to satisfy nondiscrimination requirements under the Plan.</td>
</tr>
<tr>
<td>earnings were more than $120,000</td>
<td>• If you are age 50 or older by the end of the calendar year, you can contribute before-tax and/or Roth 401(k) “catch-up” contributions. The total 2016 “catch-up” contribution limit is $6,000 and is not subject to non-discrimination limits.</td>
</tr>
<tr>
<td>during 2015.</td>
<td></td>
</tr>
<tr>
<td>Company Matching Contributions</td>
<td>Each year, the Company will determine the amount of the Company contribution, if any, and will make an annual discretionary contribution to your Account for match-eligible contributions. For Non-Highly Compensated employees, the match will be based on the first 6% you save. For Highly Compensated employees, the match will be based on your before-tax or Roth 401(k) match-eligible contributions up to the lesser of 6% of pay or the limit set by the Plan Administrator for that year.</td>
</tr>
<tr>
<td>NOTE: Special restrictions may apply to the company matching contribution if you take an after-tax withdrawal before age 59½ and you have participated in the Plan for less than two years at the time of the withdrawal.</td>
<td></td>
</tr>
<tr>
<td>NOTE: See the Company Contribution section for certain exceptions.</td>
<td></td>
</tr>
<tr>
<td>Plan Feature</td>
<td>Description</td>
</tr>
<tr>
<td>------------------------------</td>
<td>---------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Vesting</td>
<td>Vesting is your ownership of contributions in your Retirement Savings &amp; Profit Sharing Plan Account. Your contributions and company matching contributions are always 100% vested.</td>
</tr>
<tr>
<td>Investment Choices</td>
<td>The investment options in the Retirement Savings &amp; Profit Sharing Plan give you a wide range of investment opportunities. You can change your investment elections at any time—both for your future contributions and/or to transfer your current balance between investment options.</td>
</tr>
<tr>
<td>Loans</td>
<td>You may borrow from your vested Retirement Savings &amp; Profit Sharing Plan Account for any reason while you are working for Marriott. The minimum loan amount is $1,000 and the maximum is $50,000 (or half your vested account balance, if less).</td>
</tr>
</tbody>
</table>
| Withdrawals While Working at Marriott | If you are age 59½ or older:  
- You can withdraw money from your vested Retirement Savings & Profit Sharing Plan Account (after tax, Roth 401(k), before-tax, rollovers accounts, or company match) without restrictions.  

If you are under age 59½:  
- After-tax: You can withdraw after-tax savings as long as they are not current year savings. If you have participated in the Retirement Savings & Profit Sharing Plan for less than two years, you will not receive a company match on after-tax contributions made in the year you withdraw after-tax savings.  
- Before-tax and Roth 401(k): You can withdraw before-tax or Roth 401(k) savings if you qualify for a hardship withdrawal.  
- Rollovers: You can withdraw from your rollover contributions without restriction.  
- Company match: You cannot withdraw from your company match. |
| Withdrawals After You Leave Marriott | You can receive a distribution from your vested Retirement Savings & Profit Sharing Plan Account at any time for any reason. |
| Rollovers Into Your Account  | You can roll over taxable balances from other eligible employer plans, 457 plans, 403(b) plans, or traditional IRAs. You can also roll over non-taxable balances from other eligible Roth 401(k) employer plans into a Roth rollover account in the Plan. |
ELIGIBILITY

ELIGIBILITY FOR PARTICIPATION
You are eligible to contribute to the Plan if you:

• Are classified as an associate by the Company and the Plan;
• Have completed 90 days of continuous Service beginning on your hire date;
• Are paid on the Marrpay® payroll system or any other payroll system maintained by the Company (other than the accounts payable system); and
• Work in a department at a Marriott unit that offers the Plan.

Once eligible to participate in the Plan, you may enroll in the Plan at any time as long as you continue to work for the Company. See the Enrollment section for information on how to enroll in the Plan.

You are not eligible to contribute to the Plan if you:

• Are classified as a director, independent contractor, leased employee or a “non-employee”;
• Are covered by a collective bargaining agreement, unless your collective bargaining agreement specifically provides for participation in the Plan;
• Are a non-resident alien with no United States source earned income; or
• Are a participant in another company-sponsored plan (other than a plan that is unfunded and primarily maintained for a select group of management or highly compensated employees). Certain exceptions apply to associates who become participants via automatic enrollment in the United Kingdom’s People’s Pension or a similar retirement plan.

ELIGIBILITY FOR COMPANY MATCH
You are eligible to receive Company match on your contributions to the Plan if you meet all of the criteria above and:

• Are at least 21 years old; and
• Have completed 1,000 hours of Service within one 12-month period beginning on your hire date or any anniversary of your hire date.

SERVICE FOR ELIGIBILITY PURPOSES
Service for eligibility purposes includes hours worked for the Company, any predecessor corporation, or any other corporation that is a member of the same controlled group as the Company. If you have Service with Marriott Corporation, The Ritz-Carlton Hotel Company, L.L.C., or what was Marriott Management Services, Marriott Distribution Services, Senior Living Services division of Marriott International, Inc., or Marriott Vacation Clubs International, you should check to see if your Service counts under this Plan. Effective for transfers occurring on or after October 1, 1998, Service also includes hours worked as an associate of the owner of a nonfranchised hotel managed by Marriott International, Inc.

PARTICIPATION ELIGIBILITY FOR REHIRED ASSOCIATES
If you have been rehired by the Company and were eligible to participate in the Plan during your previous period of employment with the Company, you may enroll (or re-enroll) in the Plan at any time after your reemployment.
If you were not eligible to participate in the Plan during your previous period of employment with the Company, you must meet the eligibility criteria, as set forth above, to enroll. To enroll or re-enroll in the Plan, either visit the myHR website at www.4myHR.com or call the myHR Service Center at 1-888-88-4myHR (1-888-884-6947). The myHR website is available 24 hours a day, seven days a week, and can be accessed from any computer with Internet access. If you have questions, Service Center Representatives are available between 9:00 a.m. and 8:00 p.m. Eastern time, Monday through Friday.

Outside the United States, Puerto Rico, Guam, the U.S. Virgin Islands and Canada, call (847) 883-2084. (This is a toll call.)

MATCH ELIGIBILITY FOR REHIRED ASSOCIATES
If you have been rehired by the Company and were match-eligible for the Plan during your previous period of employment with the Company, you will be match-eligible in the Plan at any time after your reemployment.

If you were not match-eligible to participate in the Plan during your previous period of employment with the Company, you must meet the match-eligibility criteria, as set forth above.

TERMINATION OF EMPLOYMENT
Your contributions to the Retirement Savings & Profit Sharing Plan stop when your employment with the Company is terminated voluntarily or involuntarily unless you receive any eligible non-severance payments within 2-1/2 months after you separate from the Company. If you receive eligible non-severance payments within 2-1/2 months after you separate, your contributions will continue to be made from those payments to the Plan. If you have an outstanding loan, your loan repayments will be discontinued as soon as administratively feasible following your termination of employment – no loan repayments will be taken from any post-termination amounts, including the amounts which are eligible for continued Plan contributions. Your employment is considered terminated, for Plan purposes, if you leave the Company because of:

• Voluntary or involuntary separation from employment;
• Retirement (see the Important Plan Definitions section);
• Permanent disability; or
• Death.

ENROLLMENT

“PRE-ELIGIBILITY” ENROLLMENT
If you are expected to meet the eligibility requirements during a Plan year, you will be sent an enrollment packet approximately two weeks before your eligibility date. You will be able to enroll in the Retirement Savings & Profit Sharing Plan either by logging on to the myHR website or by calling the myHR Service Center. Once you enroll, your payroll deductions will begin as soon as administratively possible after you meet the 90 day service requirement. If you do not meet the eligibility requirements, your enrollment elections will not be processed.

HOW TO ENROLL
You can enroll online or through the myHR Service Center. When you enroll, you:

• Decide how much to save each week—from 1% to 80% of your eligible Pay or in a whole dollar amount from $3 through $999. (If you contribute whole dollar amounts on a before-tax, Roth 401(k) and after-tax basis combined, the maximum you may contribute is $2,997 per week, but the total dollar amount
you elect cannot exceed 80% of your eligible Pay.) These amounts are subject to limitations set by the Plan Administrator on contributions by HCEs;

- Decide whether to save on a before-tax, Roth 401(k), or after-tax basis, or a combination of any or all three types of contributions;¹ and

- Choose how you want your savings invested.

**Enrolling Through the myHR® Website**

It’s easy for you to enroll through the myHR Website at [www.4myHR.com](http://www.4myHR.com) using the Quick Enrollment™ tool. With Quick Enrollment, you are enrolled to contribute 6% of your eligible Pay on a before-tax basis, increasing by 1% each year until you reach 10%. (These amounts may be limited for associates subject to the HCE limitations.) Your contributions and any Company contributions made to your account are invested in a Target Retirement Fund suitable for your estimated retirement age. You may change your investment option at any time after enrollment.

You also have the option to go through each of the enrollment steps so that you can choose your contribution level and how you want your contributions, Company contributions, and any earnings invested.

If you enroll online, you can print a copy of your enrollment page as your confirmation.

If you’re logging on to the myHR Website, you will need your Enterprise ID (EID) and EID password.

**Enrolling Through the myHR Service Center**

You can enroll through the myHR Service Center at [1-888-88-4myHR (1-888-884-6947)](tel:1-888-88-4myHR). Outside the United States, Puerto Rico, Guam, the U.S. Virgin Islands, and Canada, call [847) 883-2084](tel:847) 883-2084. (This is a toll call.)

If you have questions, myHR Service Center Representatives are available between 9:00 a.m. and 8:00 p.m. Eastern time, Monday through Friday.

If you’re calling the myHR Service Center for the first time, you’ll need to set up a myHR Service Center password.

**24-HOUR ACCESS**

You can access your account 24 hours a day, seven days a week, via the myHR Website. If you have questions, you can call the myHR Service Center. When you visit the myHR Website, you’ll have access to tools and resources that make managing your Retirement Savings & Profit Sharing Plan convenient and easy. The following is a sampling of what you can do:

- Enroll in the Plan;
- Name a beneficiary;
- Find out how to make the most of the Retirement Savings & Profit Sharing Plan;
- Learn how the Plan works;
- Obtain investment guidance;
- Learn about the basics of saving and investing;
- Check your Retirement Savings & Profit Sharing Plan Account balance;
- Monitor your Plan investment performance;
- Change your Plan contribution rate and investment choices;

¹If you’re a highly compensated employee (HCE), you cannot contribute to your account on an after-tax basis. For 2016, the IRS defines you as an HCE if you made more than $120,000 in 2015. The IRS also limits the amount of pay that may be considered for contributions. For 2016, this limit is $265,000.
• Transfer or reallocate your Plan balance;
• Request a loan or withdrawal from your Plan account; and
• Send a message to a myHR Service Center Representative if you have questions while you’re using the site.

*Para recibir esta información en español, llame a myHR al 1-888-88-4myHR (1-888-884-6947) de lunes a viernes entre 9:00 a.m. y 8:00 p.m. hora del este. Para hablar con un representante de habla hispana de Marriott, diga ‘español.’*
HOW THE PLAN WORKS

Your Retirement Savings & Profit Sharing Plan Account may include the following:

- Your savings (before-tax, Roth 401(k), and after-tax contributions);
- Any rollover contributions you made;
- Company contributions;
- Forfeitures (to the extent not used to pay Plan expenses); and/or
- Investment gains and losses.

YOUR CONTRIBUTIONS (“SAVINGS”)
When you join the Plan, you may elect to contribute from 1% to 80% of your weekly Pay (including base pay, overtime pay, tips, commissions, and cash bonuses) to the Plan. If you prefer, you may contribute any whole dollar amount from $3 to $999 a week, but never more than 80% of your weekly Pay. If you contribute whole dollar amounts on a before-tax, Roth 401(k) and after-tax basis combined, the maximum you may contribute is $2,997 per week ($999 before-tax, $999 Roth 401(k) and/or $999 after taxes).

Once you decide how much to contribute to the Retirement Savings & Profit Sharing Plan, you must next decide whether to contribute on a before-tax, Roth 401(k), and/or after-tax basis, as discussed in the following sections. (See the “Special Provisions for Highly Compensated Employees” in the How the Plan Works section.)

When you join the Plan, payroll deductions will generally begin one to two payroll periods following your enrollment. You can print a copy of your enrollment page as your confirmation. If you enroll through the myHR Service Center, you must notify the myHR Service Center within 14 days of any errors in your enrollment. If you notify the myHR Service Center after that time, the changes will be made to future contributions only.

You can change the amount of your contribution at any time. Changes made by the Thursday before a payroll period ends will generally be effective for that payroll period.

The IRS limits the amount of compensation that can be considered for Retirement Savings & Profit Sharing Plan contributions. For 2016, the maximum amount of compensation that may be considered for Retirement Savings & Profit Sharing Plan contributions is $265,000. This amount is subject to increase each year to adjust for inflation, as allowed by law.

IRS Limits
The IRS restricts the dollar amount you may contribute on a combined before-tax and Roth 401(k) basis. For 2016, the maximum amount is $18,000. (See the “Special Provisions for Highly Compensated Employees” in the How the Plan Works section.)

If you reach the annual IRS maximum under this Plan during the year, the Plan will automatically stop making your before-tax and/or Roth 401(k) paycheck deductions and restart them at the beginning of the next Plan year (calendar year), unless you elect to stop deductions for the next Plan year.

The IRS maximum dollar amount on before-tax and Roth 401(k) contributions for a tax year applies to all 401(k) plans in which you participate. So, if your before-tax and Roth 401(k) contributions to the Retirement Savings & Profit Sharing Plan and another 401(k) plan are more than the maximum amount for any year, call the myHR Service Center before March 15 of the following year if you want a refund of the excess amount to come from this Plan.
Auto Contribution Escalation
You can choose to have your before-tax or Roth 401(k) contribution rate automatically increased each year by a percentage of your choice (up to 80% of your weekly Pay, subject to Plan limits). Annual increases, which occur at the beginning of the month of your hire date anniversary, will continue until you reach the target contribution rate that you set (for example, 20%). You can cancel the auto contribution escalation at any time.

Before-Tax Savings
Before-tax savings are deducted from your Pay before federal and, in most cases, state income taxes are withheld. Therefore, these contributions are not reported as part of your W-2 earnings for the year.

Although you may contribute to the Plan on a before-tax basis, you will have to pay income taxes on these savings (and related earnings) when they are paid directly to you.

Roth 401(k) Savings
Roth 401(k) savings are deducted from your Pay after federal and applicable state income taxes are withheld. Therefore, these contributions are included in your W-2 earnings for the year.

When you contribute to the Plan on a Roth 401(k) basis, you will not have to pay income taxes on these savings (and related earnings) on “qualified” distributions paid directly to you.

All Roth 401(k) contributions are distributed tax-free. The related earnings are distributed tax-free if the Roth 401(k) account is “qualified.” The account is qualified if:

- Your oldest Roth 401(k) contribution is at least 5 years old (based on January 1 of the calendar year your first Roth 401(k) contribution was made), including any Roth 401(k) contributions rolled over from another qualified plan; and
- Your reason for distribution is one of the following:
  - You are age 59.5
  - You became deceased
  - You became Permanently Disabled.

IN-PLAN ROTH 401(K) CONVERSION
You may convert all or a portion of your existing non-Roth 401(k) Plan account balances (except for loan or current year after-tax balances) to a Roth 401(k) account. You’ll want to consider these important points when deciding if an in-plan Roth conversion makes sense for you:

Distribution Consequences
Amounts converted to a Roth 401(k) account follow the distribution restrictions that applied prior to the conversion. For example:

- Before-tax amounts generally may not be withdrawn while you are still an active employee until you reach age 59 ½.
- After-tax amounts converted to a Roth 401(k) account can be withdrawn at any time, but may be subject to tax consequences.

Tax Consequences
- You’ll pay income taxes at ordinary income tax rates on any taxable balances you convert to a Roth 401(k) contribution account. Taxable balances include all earnings (including earnings on after-tax contributions) and before-tax and Company match contributions.
IN-PLAN ROTH 401(K) CONVERSION (CONT'D)

- You'll need money available to pay the tax when due. There will be no withholding from your Retirement Savings Plan account, so you'll need to plan ahead and have cash available outside of the Plan to pay these taxes.

If your conversion includes balances in the Marriott Company Stock Fund: Your taxable basis will be determined as if you took the distribution in cash. You will pay ordinary income taxes and will not have the opportunity to pay capital gains tax on the conversion amount.

Since Roth 401(k) contributions and conversions have important federal, state, and local tax consequences, you may wish to consult with a financial or tax advisor.

To view the amounts available for conversion, visit the myHR Website. You can find the amounts available for conversion in the Convert to Roth 401(k) link under the Contributions menu.

After-Tax Savings

After-tax savings are deducted from your Pay after federal and applicable state income taxes are withheld. Therefore, these contributions are included in your W-2 earnings for the year. You may contribute on an after-tax basis provided you are not a Highly Compensated Employee. (See the “Special Provisions for Highly Compensated Employees” in the How the Plan Works section.)

Although you may contribute to the Plan on an after-tax basis, you will have to pay income taxes on the related earnings on these savings when they are paid directly to you.

Tipped Associates

If you are a tipped associate (and you are not a Highly Compensated Employee), and your wages during a particular payroll period are insufficient to cover your elected contribution, a “backcharge” amount is established for your account for the amount of the insufficiency, and a deduction is automatically applied to your future wages until the backcharge is eliminated or, if earlier, until the end of the Plan year at which time any outstanding backcharge amount is eliminated. You can view your backcharge amount in the memo-Backcharge section of your pay stub. To avoid or reduce automatic backcharge contributions from your wages, you may elect to send a cashier’s check, certified check, or money order (personal checks are not accepted) for any backcharge amounts that are shown in the memo-Backcharge section of your pay stub, along with your Backcharge Contribution Form, to:

myHR Service Center
P.O. Box 64075
The Woodlands, TX 77387-4075

Backcharge payments mailed to the myHR Service Center will be credited to your account on an after-tax basis. The myHR Service Center must receive these payments before the end of the Plan year (calendar year). The contribution amount may not exceed the current backcharge amount.

Special “Catch-Up” Provision for Associates Age 50 and Older

If you are age 50 or older by the end of a calendar year, you can save an additional amount of money on a before-tax and/or Roth 401(k) basis, which allows you to contribute above Plan and/or IRS limits. This additional amount is called a “catch-up contribution.” In 2016, the combined before-tax and Roth 401(k) “catch-up” contribution limit is $6,000.
Enroll for the catch-up contribution by logging on to the www.4myHR.com website or my calling the myHR Service Center. You may elect a weekly dollar amount, up to $999 of your weekly Pay for either before-tax and/or Roth 401(k) catch-up. Once you reach the IRS catch-up contribution limit for the year, your catch-up contributions will automatically stop and will re-start the following calendar year, provided that you have not voluntarily canceled the election yourself during the year.

**Special Provisions for Highly Compensated Employees**

The definition of a “Highly Compensated Employee” is determined by the IRS. You are a Highly Compensated Employee for 2016 if your 2015 eligible compensation was more than $120,000. This amount is subject to increase each year to adjust for inflation, as allowed by law. Base salary, cash bonus, and commissions (net of contributions to the Marriott International, Inc. Executive Deferred Compensation Plan) are the primary components of “eligible compensation.”

If you are a Highly Compensated Employee, you may only contribute to the Plan on a before-tax and/or Roth 401(k) basis. You can enroll for 1% to 80% of your weekly Pay or a whole dollar amount from $3 to $999 per week, but your contributions may be subject to IRS limitations and, if necessary, your combined contributions will be automatically reduced to satisfy those limitations. For 2016, this limit is expected to be 7% of your weekly Pay, although the Plan Administrator may modify these limits during the Plan Year as necessary to satisfy nondiscrimination testing requirements. This limit is subject to change each year based on the results of the prior year’s discrimination test.
ASSOCIATES ON LEAVE OF ABSENCE
Contributions to the Retirement Savings & Profit Sharing Plan are made only by payroll deductions (other than backcharge contributions – see “Tipped Associates” in the How the Plan Works section). Thus, when you are on a leave of absence without pay, you cannot contribute to the Plan. You cannot make contributions to the Plan from disability payments received from a Company-sponsored disability plan.

While on a leave of absence, your Retirement Savings & Profit Sharing Plan Account will continue to be valued daily and will experience gains and losses based on your investment election(s). You may continue to change your investment elections as often as every business day.

If you have an outstanding Plan loan when you begin your leave of absence, you will be required to remit loan repayments via direct debit, a certified check, cashier’s check or money order during your leave of absence. If your leave of absence is completely unpaid, you may notify the myHR Service Center of this, and your loan repayments will be suspended for the period of your leave of absence, up to one year. You may not initiate a loan while on a leave of absence. (See the Loans section for more information.) If you are on a leave of absence because of military service, special rules may apply. (See “USERRA Rights” in the Plan Participants’ Rights section.)

CONTRIBUTIONS FROM AMOUNTS RECEIVED AFTER TERMINATION OF EMPLOYMENT
You cannot make Retirement Savings & Profit Sharing Plan contributions from amounts received from the Company after your employment ends, including benefits received from the Marriott International, Inc. Severance Plan, unless the payment is for services before your employment ends, such as your final paycheck, bonus payments, or payment of your vacation / Paid Time Off balance. If you receive any eligible non-severance payments within 2-1/2 months after you separate from the Company, contributions will continue to be made from those payments to the Plan. If you have an outstanding loan, your loan repayments will be discontinued as soon as administratively feasible following your termination of employment – no loan repayments will be taken from any post-termination amounts, including the amounts which are eligible for continued Plan contributions. See the Loans section for information about continued manual repayments.

ROLLOVERS OF DISTRIBUTIONS FROM OTHER PLANS AND IRAS
If you meet the Plan’s definition of “employee” (regardless of whether you have completed the Plan’s Service requirement or have joined the Plan), you may roll over into the Plan certain eligible rollover distributions you receive from an eligible retirement plan, such as your former employer’s qualified pension, 401(k), Roth 401(k), or other retirement plan, from a 403(b) or 457 plan; or from a traditional IRA.

Generally, the taxable portion of most payments from a qualified plan or a traditional IRA or the non-taxable portion of most payments from a qualified Roth 401(k) plan is an eligible rollover distribution, unless it is a:

- Required minimum distribution;
- Payment that is a part of a series of equal (or almost equal) payments over 10 years or more (or over life expectancy); or
- Hardship withdrawal from a 401(k) plan.

In addition, after-tax contributions and Roth IRA balances are not eligible for rollover into the Plan.

You will be required to provide documentation verifying that the amount is eligible for rollover prior to deposit into the Marriott Retirement Savings & Profit Sharing Plan. You will need to complete and submit a Rollover Contribution Form. The following must also be submitted to the myHR Service Center:

- If you are making a direct rollover from an IRA or another employer’s plan, a check from the IRA or other employer plan made payable to the Retirement Savings & Profit Sharing Plan;
- Acceptable proof of prior plan qualification (for example, an IRS Letter of Favorable Determination);
• Proof of the amount eligible to be rolled over (for example, taxable money listed on the Distribution Notice or Separation from Employment Notice, Form 1099-R); and

• IRA documentation if you are rolling over the money from an IRA, if the IRA rollover originated from an eligible employer plan. This documentation includes a statement of history from the IRA showing all contributions to the IRA.

• IRA documentation must also state that the distribution contains no nontaxable contributions, unless the rollover is from a Roth 401(k).

• When you roll over your eligible rollover distribution, you must make an investment election on the Rollover Contribution Form. If you do not make an investment election, rollover contributions to your account will be invested in accordance with your election for your other contributions or, if you have not made any other investment election, in a Vanguard Target Retirement Fund that is most appropriate for your age (based on an age 65 retirement date). The Target Retirement Funds section of this document provides detailed information on the available funds.

COMPANY CONTRIBUTIONS

Each year, the Company will determine an amount, if any, to be used for discretionary Company Contributions for the Plan year, and the portion of such amount to be allocated for your Allocation Group for the year. Your Allocation Group is all match-eligible participants assigned to your work location as reflected on the Company payroll system and in your job classification (hourly or salaried) as of the last Friday of the Plan year. Your individual share of the Company Contributions for your Allocation Group for the Plan year will be determined proportionally based on the first 3% of your match-eligible compensation that you contribute to the Plan for that year as compared to that contributed in total by all Participants in your Allocation Group, and for the second 3% of your match-eligible compensation that you contribute to the Plan for that year as compared to that contributed in total by all Participants in your Allocation Group. Accordingly, your individual share is based on the first 6% of your match-eligible compensation that you contribute to the Plan for that year if you are a Non-Highly Compensated Employee. If you are a Highly Compensated Employee, your match will be based on your match-eligible contributions up to the lesser of 6% of your pay or the deferral limit established by the Plan Administrator for that plan year.

Generally, you must be employed by the Company on the last Friday of the Plan year to receive the Company contribution. However, if you retire with 20 years of service or at age 55 with 10 years of service, die, or terminate employment with the Company due to permanent disability before the end of the Plan year, you will still be allocated a portion of any Company contribution made for that Plan year, based on your savings (up to the above limits) for the Plan year.

The company match is made to your Company Contribution Account after the end of the Plan year.

NOTE: If you are an employee at the Residence Inn Parsippany, and a member of United Food Commercial Workers International Union, Local 464A, this section does not apply to you and you will be provided with an insert to this booklet with applicable information on the company contribution.

Vesting of Company Contribution Accounts

Vesting is your ownership of Company contributions (and related earnings) made to your Company Contribution Account. You will be immediately 100% vested in Company contributions.

Supplemental Company Contributions

The Company makes automatic contributions, or “supplemental Company contributions” at select locations to associates who are at least 21 years old and have completed 1,000 hours of Service within one 12-month period beginning on your hire date or any anniversary of your hire date, and who are generally, non-management, non-highly compensated hourly associates who are not in a collective bargaining unit. The
eligibility criteria for supplemental Company contributions may vary at certain locations. Associates at those locations will be separately notified of the eligibility criteria for their workplace.

Generally, this supplemental Company contribution is automatically made on a weekly basis to the Plan accounts of eligible associates for each week in which the associate receives Pay for at least one hour of work (including vacation and sick leave). Associates are 100% vested in supplemental Company contributions.

Supplemental Company contributions are available for distributions or for Plan loans in the same manner as other Company contributions.

**LIMIT ON ADDITIONS TO YOUR RETIREMENT SAVINGS & PROFIT SHARING PLAN ACCOUNT**

The IRS places a limit on how much money can be added to your Retirement Savings & Profit Sharing Plan Account in any one year. The 2016 limit is 100% of your gross Pay or $53,000, whichever is less.

The items that count as additions to your Retirement Savings & Profit Sharing Plan Account are:

- All before-tax savings (excluding catch-up contributions);
- All Roth 401(k) savings (excluding catch-up contributions);
- All after-tax savings; and
- Company contributions.

If you exceed the limit in any year, the IRS requires the Plan to reduce your Retirement Savings & Profit Sharing Plan Account to eliminate the excess. This means that contributions may be refunded to you after the end of the Plan year or your portion of the Company contribution may be reduced. You will be notified if this limit affects you.

**HOW TO REJOIN THE RETIREMENT SAVINGS & PROFIT SHARING PLAN**

If you stop making contributions to the Retirement Savings & Profit Sharing Plan while working for the Company and continue to be eligible to participate in the Plan, you may rejoin at any time by accessing the myHR Website at [www.4myHR.com](http://www.4myHR.com) or by calling the myHR Service Center at **1-888-88-4myHR (1-888-884-6947)**. Outside the United States, Puerto Rico, Guam, the U.S. Virgin Islands and Canada, call **(847) 883-2084**. (This is a toll call.)

You may also rejoin the Retirement Savings & Profit Sharing Plan at any time after you have completed a suspension period required by the Plan because you took a hardship withdrawal, or after you are rehired by the Company if you previously satisfied the Plan’s eligibility criteria.
NAMING YOUR BENEFICIARY

When you enroll in the Plan, you must designate a Beneficiary—the person (or entity) who will receive your Retirement Savings & Profit Sharing Plan Account upon your death. To designate a Beneficiary, you must submit a completed Beneficiary election, in accordance with any procedures established by the Plan Administrator. The following rules apply when designating a Beneficiary:

- If you are married, your spouse is automatically your sole primary Beneficiary. To designate a Beneficiary (or beneficiaries) other than, or in addition to, your spouse, you must obtain your spouse’s written approval. Your spouse must sign the Beneficiary election and have his or her signature witnessed by a notary public. The term “spouse” is limited to individuals who are recognized as legally married under federal law, including individuals who are legally married under the common law of a state without a religious or a civil ceremony.
- If you are not married or if you obtain your spouse’s written approval, you may designate any (and as many) beneficiaries as you wish.
- If you designate a non-spouse Beneficiary and later get married, the beneficiaries you designated before your marriage will no longer be valid unless you get spousal consent to that designation.
- If you name your spouse as your Beneficiary and then divorce, your former spouse will remain your Beneficiary unless you submit a new Beneficiary election.
- If you are not married or you are divorced, and no valid or effective Beneficiary designation is on file (for example, if you designated a Beneficiary other than your spouse during your marriage without spousal consent or if all your beneficiaries died before you), your Beneficiary under Plan terms will be determined as follows:
  - In equal shares to each of the members of the first of the following classes which exist:
    - Your surviving children;
    - Your surviving parents;
    - Your surviving siblings;
    - Your domestic partner;
    - Your surviving grandchildren;
    - The surviving children of your siblings;
    - The surviving siblings of your parents.
  - Your estate, if an estate has been established.

If the equal shares would result in a fractional percentage, shares of the oldest member in the class will be rounded up to the next whole percentage, and shares of the other members in the class will be rounded down until each member's share is equal to a whole percentage of the total.

- A family event such as marriage, birth, divorce, or death may require a change to your Beneficiary designation. If so, you should complete and submit a new Beneficiary election.

The most recent valid Beneficiary election received by the myHR Service Center will be effective and will supersede all prior designations.

If no valid Beneficiary election is on file with the myHR Service Center at the time of your death and you are married, any benefits to which you are entitled will be paid to your spouse pursuant to the terms of the Plan document in effect at the time of your death.

A Beneficiary shall not be permitted to designate a Beneficiary.
INVESTING YOUR RETIREMENT SAVINGS & PROFIT SHARING ACCOUNT

You decide how to invest your Retirement Savings & Profit Sharing Plan Account. You can invest your Retirement Savings & Profit Sharing Plan Account in the available funds in 1% increments. Each fund has its own objectives and level of investment risk and return over the long term.

You can go online to the myHR Website to learn more about all of the funds. You can visit the Website at www.4myHR.com from any computer with Internet access. (Associates no longer employed at Marriott can log on at www.marriottbenefits.com.) You can also call the myHR Service Center at 1-888-88-4myHR (1-888-884-6947). Outside the United States, Puerto Rico, Guam, the U.S. Virgin Islands and Canada, call (847) 883-2084. (This is a toll call.)

You can request additional investment fund information including:

• Copies of the latest prospectuses, financial statements and reports, and any other materials provided to the Plan by the investment managers;
• A list of the assets held in each investment fund and the value of each asset;
• For each fixed investment contract issued by a bank or similar institution or insurance company, the name of the issuer, the term of the contract, and the rate of return;
• The value of the shares or units held in total in each investment fund or in your Retirement Savings & Profit Sharing Plan Account;
• The past and current investment performance of each investment fund, net of expenses (such as management fees, administrative fees, and transaction costs); and
• Annual operating expenses of each fund (for example, management fees, administration fees, transaction fees, and the aggregate amount of expenses expressed as a percentage of the fund’s average net assets).

There are two “families” of investment funds available to you in the Retirement Savings & Profit Sharing Plan—the Vanguard Target Retirement Funds and the core fund options.

You may change your fund selections at any time through the myHR Website or the myHR Service Center.

VANGUARD TARGET RETIREMENT FUNDS

The Target Retirement Funds are designed to provide a mix of investments based on the length of time until the fund’s target retirement date is reached. The Target Retirement Funds invest in other Vanguard mutual funds according to an asset allocation strategy designed for investors planning to retire and leave the work force in or within a few years of the target year. Each fund is designed for an investor who plans to withdraw the value of an account in the fund gradually after the target year. Each fund’s asset allocation will become more conservative over time, meaning that the percentage of assets allocated to stocks will decrease while the percentage of assets allocated to bonds and other fixed income investments will increase. Within seven years after the target year, the fund’s asset allocation should become similar to that of the Target Retirement Income Fund which maintains a conservative investment mix designed for retirees.
To determine which Target Retirement Fund fits your timeline, find the Fund that corresponds with your current age or the number of years until you expect to retire.

### Your Target Retirement Fund Options

<table>
<thead>
<tr>
<th>Current Age</th>
<th>Years to Retirement</th>
<th>Vanguard Fund</th>
<th>Allocation as of January 31, 2016*</th>
</tr>
</thead>
</table>
| 20s         | About 40            | Target Retirement 2055 Fund    | Stocks: 90%  
Bonds: 10% |
| 30s         | About 30            | Target Retirement 2045 Fund    | Stocks: 90%  
Bonds: 10% |
| 40s         | About 20            | Target Retirement 2035 Fund    | Stocks: 82%  
Bonds: 18% |
| 50s         | About 10            | Target Retirement 2025 Fund    | Stocks: 67%  
Bonds: 33% |
| 60s         | About 1–5           | Target Retirement 2015 Fund    | Stocks: 52%  
Bonds: 48% |
| In Retirement | In Retirement     | Target Retirement Income Fund  | Stocks: 30%  
Bonds: 70% |

* Allocation will change over time

Keep in mind that although Target Retirement Funds can simplify investment selection, all mutual fund investing is subject to risk. Diversification does not assure a profit or protect against a loss in a declining market.

### CORE FUND OPTIONS

The core fund options span a range of asset classes and investment approaches. With the core funds, you determine which funds meet your goals and how much to invest in each fund.

The following chart provides an overview of the core funds in terms of potential for market risk and return.

#### Your Core Options

- Short-Term Bond Fund
- Intermediate Bond Fund
- Balanced Fund
- Dodge & Cox Stock Portfolio
- Northern Trust Collective S&P 500
- Index Fund – Non-Lending
- Large-Cap Equity Fund
- Fidelity Contrafund
- Large-Cap Growth Fund
- International Equity Fund
- T. Rowe Price Mid-Cap Growth Portfolio
- Small-Cap Equity Fund
- Marriott Company Stock Fund
MARRIOTT COMPANY STOCK FUND
The Marriott Company Stock Fund invests in the common stock of Marriott International, Inc. All contributions to the Marriott Company Stock Fund are held in what is called an Employee Stock Ownership Plan ("ESOP"). The fund is a "unitized” fund, which means that the fund holds units consisting of both shares of Marriott stock and cash. The Plan requires that one of the investment funds offered to participants be the Marriott Company Stock Fund.

FUND DESCRIPTIONS

The following brief descriptions give you an overview of each fund option, including its objectives. However, it is not guaranteed that the funds will achieve their particular objectives. For more details, request fund information, including prospectuses, by going online to the myHR Website. You can visit the Website at www.4myHR.com from any computer with Internet access. (Associates no longer employed at Marriott can log on at www.marriottbenefits.com.) You can also call the myHR Service Center at 1-888-88-4myHR (1-888-884-6947). Outside the United States, Puerto Rico, Guam, the U.S. Virgin Islands and Canada, call (847) 883-2084. (This is a toll call.)

TARGET RETIREMENT FUNDS
The following provides descriptions of the Target Retirement Funds. For more information, access the myHR Website or call the myHR Service Center.

Fund management: The Vanguard Group, P.O. Box 1110, Valley Forge, PA 19482

Target Retirement 2055
Goal: Growth of capital and current income.
Investment strategy: The trust invests in Vanguard mutual funds using an asset allocation strategy designed for investors planning to retire and leave the workforce in or within a few years of 2055 (the target year). The trust's asset allocation will become more conservative with time.
Risk/return potential: This fund is considered to have moderate – high volatility with above average risk.

Target Retirement 2045
Goal: Growth of capital and current income.
Investment strategy: The trust invests in Vanguard mutual funds using an asset allocation strategy designed for investors planning to retire and leave the workforce in or within a few years of 2045 (the target year). The trust's asset allocation will become more conservative over time.
Risk/return potential: This fund is considered to have moderate - high volatility with above average risk.

Target Retirement 2035
Goal: Growth of capital and current income.
Investment strategy: The trust invests in Vanguard mutual funds using an asset allocation strategy designed for investors planning to retire and leave the workforce in or within a few years of 2035 (the target year). The trust's asset allocation will become more conservative over time.
Risk/return potential: This fund is considered to have moderate - high volatility with above average risk.
Target Retirement 2025
Goal: Growth of capital and current income.
Investment strategy: The trust invests in Vanguard mutual funds using an asset allocation strategy designed for investors planning to retire and leave the workforce in or within a few years of 2025 (the target year). The trust's asset allocation will become more conservative over time.
Risk/return potential: This fund is considered to have moderate - high volatility with above average risk.

Target Retirement 2015
Goal: Growth of capital and current income.
Investment strategy: The trust invests in Vanguard mutual funds using an asset allocation strategy designed for investors planning to retire and leave the workforce in or within a few years of 2015 (the target year). The trust's asset allocation will become more conservative over time.
Risk/return potential: This fund is considered to have moderate volatility with average risk.

Target Retirement Income Fund
Goal: Current income.
Investment strategy: The trust invests in Vanguard mutual funds using an asset allocation strategy designed for investors currently in retirement.
Risk/return potential: This fund is considered to have low - moderate volatility with average risk.

CORE FUND OPTIONS

Short-Term Bond Fund
Goal: To provide current income with minimal fluctuation in principal value and seeks to exceed money market fund returns by holding short-term bonds with an average duration generally between one and three years.
Suitability: Investors seeking slightly higher income than what money funds provide who can accept modest share price fluctuation.
Risk/return potential: Carries lower risk than stock investment funds, but also has lower potential return than stock funds.
Investment strategy: The average duration of the portfolio is generally between one and three years. The fund invests primarily in investment-grade bonds (yet can hold below-investment-grade bonds) and other debt securities issued by international and domestic corporations and banks, and U.S. and international government agencies.
Fund management: T. Rowe Price Asset Management, 100 East Pratt Street, Baltimore, MD 21202; Chicago Equity Partners, 180 North LaSalle Street; Chicago, IL 60601.

Intermediate Bond Fund
Goal: To provide income representative of the broad bond market by holding bonds with an average duration generally between four and seven years.
Suitability: Investors who wish to diversify their stock investments may wish to consider this fund.
Risk/return potential: Carries lower risk than stock investment funds, but also has lower potential return than stock funds.
**Investment strategy**: The average duration of the portfolio is generally between four and seven years. The fund invests primarily in investment-grade bonds (yet can hold below-investment-grade bonds) and other debt securities issued by international and domestic corporations and banks, and U.S. and international government agencies.

**Fund management**: Dodge & Cox, 555 California Street, 40th Floor, San Francisco, CA 94104.

**Balanced Fund**

**Goal**: To provide long-term growth and income from stocks and bonds.

**Suitability**: This fund may be appropriate for investors who want moderate returns without taking as much risk as a stocks-only fund.

**Risk/return potential**: Carries risk inherent to investing in stocks, but carries less risk than stocks-only funds. Likewise, the return potential is not as high as a stocks-only fund.

**Investment strategy**: Invests about 50% to 70% in stocks of medium- and large-capitalization stocks, and the remainder in government, mortgage, and corporate bonds.

**Fund management**: Dodge & Cox, 555 California Street, 40th Floor, San Francisco, CA 94104; T. Rowe Price Associates, 100 East Pratt Street, Baltimore, MD 21202.

**Dodge & Cox Stock Portfolio**

**Goal**: To provide long-term growth of principal and income.

**Suitability**: Investors seeking long-term growth of principal and income primarily through a broadly diversified and carefully selected portfolio that, in Dodge & Cox’s opinion, appears to be undervalued by the stock market but has a favorable outlook for long-term growth.

**Risk/return potential**: The fund has shown a relatively moderate range of price fluctuations in the past. Thus, it currently is in the middle of all funds with records of at least three years. However, this fund may experience larger or smaller price declines or price increases depending on market conditions. To offset some of the fund’s risk, investors may wish to own funds with different portfolio makeups of investment strategies.

**Investment strategy**: The fund uses a “value” strategy in selecting investments. It invests primarily in a broadly diversified and carefully selected portfolio of common stocks that, in Dodge & Cox’s opinion, appear to be undervalued by the stock market but have a favorable outlook for long-term growth.

**Fund management**: Dodge & Cox, 555 California Street, 40th Floor, San Francisco, CA 94104.

**Northern Trust Collective S&P 500 Index Fund – Non-Lending**

**Goal**: To approximate the risk and return characteristics of the Standard & Poor’s (“S&P”) 500 Index, an index of 500 large U.S. companies.\(^2\).

**Suitability**: Investors seeking capital growth over the long term.

**Risk/return potential**: Potential risk & return is similar to that of the underling benchmark. The S&P 500 Index is an unmanaged index consisting of 500 stocks, widely recognized as a common measure of the U.S Large-Cap market. Investment risks include but are not limited to:

- **Equity Risk**: Equity securities (stocks) may be more volatile and carry more risk than other forms of investments, including investments in high-grade fixed income securities. The net asset value per share of this Fund will fluctuate as the value of the securities in the portfolio changes.

- **Index Fund Risk**: The performance of the Fund is expected to be lower than that of the Index because of Fund fees and expenses. It is important to remember that there are risks associated with

\(^2\) Standard & Poor’s makes no representation regarding the advisability of investing in this fund, nor is the fund sponsored, endorsed, sold, or promoted by S&P.
index investing, including the potential risk of market decline, as well as the risks associated with investing in specific companies.

**Investment strategy**: The Fund employs a replication technique which generally seeks to hold each index constituent in its proportional index weight. The Fund may make limited use of futures and/or options for the purpose of maintaining equity exposure.

**Fund management**: The Northern Trust, 50 South La Salle Street, Chicago, IL 60603.

**Large-Cap Equity Fund**

**Goal**: To provide long-term capital growth.

**Suitability**: Investors seeking capital growth over the long term.

**Risk/return potential**: The fund carries the risks inherent to investing in the stock market. The fund has expected returns and volatility like those of the broad stock market.

**Investment strategy**: By investing in large-capitalization stocks, the fund seeks long-term growth representative of the broad stock market.

**Fund management**: T. Rowe Price Associates, 100 East Pratt Street, Baltimore, MD 21202; and Dodge & Cox, 555 California Street, 40th Floor, San Francisco, CA 94104.

**Fidelity Contrafund**

**Goal**: To provide capital appreciation.

**Suitability**: Investors seeking high capital growth over the long term.

**Risk/return potential**: As with any stock fund, the share price will fluctuate. The fund is expected to have risk moderately higher than the broad stock market.

**Investment strategy**: A broad-based stock fund that seeks out domestic and foreign companies that the adviser believes show potential for capital appreciation.

**Fund management**: Fidelity Management and Research, 82 Devonshire Street, Boston, MA 02109.

**Large-Cap Growth Fund**

**Goal**: To provide long-term capital growth.

**Suitability**: Investors seeking capital appreciation over the long term who prefer a slightly more aggressive investment strategy.

**Risk/return potential**: As with any stock fund, the share price will fluctuate. The fund is expected to have risk moderately higher than the broad stock market.

**Investment strategy**: Seeks to provide long-term capital appreciation by investing in a diversified mix of large companies that the manager believes should deliver stronger than expected earnings growth.

**Fund management**: Westfield Capital Management, One Financial Center, Boston, MA 02111.

**International Equity Fund**

**Goal**: To provide long-term capital appreciation.

**Suitability**: Investors seeking maximum capital appreciation by investing in stocks of companies located outside of the United States.

**Risk/return potential**: In addition to the risks inherent to stock investing, international investing includes special risks, such as the risk of changes in currency values and economic or political instability. The fund’s price will move up and down.

**Investment strategy**: The fund seeks capital appreciation by investing mostly in equity securities of non-U.S. issuers.
Fund management: Morgan Stanley Institutional Fund, Inc., c/o J.P. Morgan Services Company, 73 Tremont Street, Boston, MA 02108-3916; Copper Rock Capital Partners LLC, 200 Clarendon Street, John Hancock Tower, 51st Floor, Boston, MA 02116; and Fidelity Institutional Asset Management, 900 Salem St, Smithfield, RI, 02917.

T. Rowe Price Mid-Cap Growth Portfolio
Goal: To provide long-term capital growth.
Suitability: Investors seeking more superior growth over the long term than a large-company stock fund can provide.
Risk/return potential: Mid-cap growth company stocks are generally more volatile than stocks of large, well-established companies, but tend to be less volatile and offer less return potential than small company stocks.
Investment strategy: The portfolio searches for stocks from mid-size companies (most commonly with a market value that falls within the range of companies in the S&P Mid-Cap 400 Index) with the potential to grow faster than the average company.
Fund management: T. Rowe Price Associates, 100 East Pratt Street, Baltimore, MD 21202.

Small-Cap Equity Fund
Goal: To provide long-term growth of principal and income.
Suitability: Investors seeking both current yield and capital appreciation through small-cap stocks.
Risk/return potential: Small-company stocks may offer greater opportunities for capital growth than those of more established companies. Of course, these stocks are riskier than large-company stocks because they have limited product lines, markets, or financial resources.
Investment strategy: The fund seeks both current yield and capital appreciation by investing in dividend-paying companies with market capitalizations of less than $2 billion. It also invests in small-capitalization stocks that, in the manager’s opinion, appear to be undervalued by the stock market but have a favorable outlook for long-term growth.
Fund management: Donald Smith & Co., Inc., 152 West 57th Street, 22nd Floor, New York, NY 10019, Rothschild Asset Management, Inc. (Small Cap Value strategy), 1251 Avenue of the Americas, New York, NY 10020, and Lord Abbett & Co, LLC, 90 Hudson Street, Jersey City, NJ 07302.

Marriott Company Stock Fund
Goal: To provide long-term capital growth.
Suitability: Investors seeking maximum capital growth over the long term with an aggressive investment strategy.
Risk/return potential: Because this fund invests in the securities of only one company, the risk is far higher than that of a fund that invests in many securities. The fund’s price will move up and down over time.
Investment strategy: The fund invests in Marriott International, Inc. common stock securities and may keep a small portion of its assets in money market securities for trading purposes. Investors’ accounts are credited with units of the fund, representing each investor’s share of the shares of Company stock and other assets held in the fund.
Custodian: The Northern Trust Company, 50 S. LaSalle, Chicago, IL 60675.

Voting Marriott Company Stock: All voting rights with respect to shares of common stock held under the Marriott Company Stock Fund are passed through to the participants in the fund. Shares for which the Transfer Agent (The Bank of New York Mellon Corporation or “Mellon”) receives no voting instructions will be voted by the Trustee in the same ratio as the shares for which instructions are received from voting participants. All instructions provided by participants with respect to the voting of shares are forwarded
directly to the Transfer Agent (Mellon) and are kept confidential. If a party makes a tender offer for
Marriott International common stock and there is not enough time to pass through to the participants the
exercise of such rights with respect to the offer, then the named fiduciary or the Trustee will take such
action as permitted by the Plan. The Plan Administrator monitors compliance with all confidentiality
procedures for the Marriott Company Stock Fund and can be reached by calling 1-301-380-7530 or by
writing Marriott International, Inc., 10400 Fernwood Rd, Dept. 52-935.40, Bethesda, MD 20817.

NOTE: $1.875 billion worth of Marriott International, Inc. common stock, par value $.01 per share, have
been registered with the Securities and Exchange Commission (“SEC”) for offering under the Plan. All
investments in the Marriott Company Stock Fund are kept confidential. The money that Plan participants
invest in the Marriott Company Stock Fund is forwarded to the Custodian of the Plan’s assets. Any cash
held in the Marriott Company Stock Fund from time to time may be invested in collective short-term
investment funds until used to purchase Marriott International, Inc. common stock or to fund transfers out
of the Marriott Company Stock Fund. The common stock is purchased by the Custodian on the open
market. The purchase price of Marriott International, Inc. common stock will equal the price paid per share
on the date of purchase. Any sales of Marriott International, Inc. common stock by the Custodian on behalf
of the fund are made on the open market at prevailing market prices on the date of sale.

The Custodian will initiate open market purchases of Marriott International, Inc. common stock for the
Marriott Company Stock Fund through brokers’ transactions. Broker-dealers will be selected by the
Custodian to effect particular securities transactions with the objective of obtaining most favorable results
for the Plan available from those broker-dealers the Custodian finds willing to engage in such purchase or
sale transactions given the prevailing market conditions and the relative size of a purchase or sale.

Optional Dividend Pass-Through Feature:
Participants and beneficiaries who invest in the Marriott Company Stock Fund have the opportunity to take
advantage of a “Dividend Pass-Through” Feature. A participant or beneficiary can elect to receive the
dividends in a cash distribution from the Plan when dividends are paid to Marriott shareholders.

Note: All contributions to the Marriott Company Stock Fund are held in what is called an employee stock
ownership plan (“ESOP”). The Marriott Company Stock Fund is a unitized stock fund, which holds units
consisting of both shares of Marriott stock and cash. “Dividends” reinvested in your Marriott company
stock fund account are amounts that represent the cash dividends paid on the shares to which your
account’s units correspond.

The election, once in effect, will remain in place until you elect to change back to automatic reinvestment
of the dividends. You can change your election at any time (except see “Some Things to Consider About
the Dividend Pass-Through Feature” regarding hardship distributions and Marriott’s insider trading policy).

Your election must be made by midnight (Eastern Time) on the night before the Marriott stock ex-dividend
date (“ex-date”) to be effective for the next dividend.

To make your election, log onto the Your Benefits Resources™ website at www.4myHR.com (for active
associates) or www.marriottbenefits.com (for beneficiaries and former associates) or call the myHR
Service Center at 1-888-88-4myHR (1-888-884-6947).

Some Things to Consider About the Dividend Pass-Through Feature
Marriott’s Board of Directors determines the timing and amount of any dividend. Generally, Marriott has
paid dividends on a quarterly basis.

Consult a tax advisor if you have questions about how receiving your dividend payments in cash will
affect your tax situation.

If you elect to receive a cash distribution of your dividends, the dividend payment will be made by check
payable to you and mailed to your address of record. The check will be mailed the day after the dividend
payment date (the date when dividends are paid to ordinary Marriott shareholders).
If you elect to receive a cash distribution of your dividends, the money you receive will be taxable for the year in which it is paid to you. The payment will be taxed as ordinary income, but it will not be subject to a 10% early withdrawal penalty. You will be required to pay taxes on the dividends payment when you file your annual tax return(s), as taxes will not be withheld from the dividends payment. Each year you will receive an IRS Form 1099-R that reports any dividend payments that you received in cash during the reported year.

Dividend payouts will not be eligible for tax-free rollover to another qualified retirement plan or an individual retirement account (IRA).

If you elect to receive a cash distribution of your dividends, the amount of the distribution is fixed on the ex-date of the dividends, and you will not experience investment gains and losses on the dividend amount after the ex-date. For example, if a dividend has an ex-date of February 23, 2016, and a payment date of March 31, 2016, you will not experience investment gains and losses on the dividend amount between February 23, 2016, and when you receive your payment check.

If you decide to leave your dividends in the Plan, they will be reinvested in your Marriott Company Stock Fund account and will experience gains and losses beginning on the ex-date. For example, if the dividend ex-date is February 23, 2016, your Marriott Company Stock Fund account will be credited with a dividend amount on February 23, 2016, and you may then realize gains and losses on Marriott stock, or at any time reallocate the dividend amount to other Plan investment funds. There are no immediate tax consequences in choosing this option. Your dividends will be taxed when you withdraw funds from your Plan account.

If you elect a hardship withdrawal from the Plan, you will be deemed to have elected a cash distribution of dividends under the Dividend Pass-Through feature for the 6 months following your hardship withdrawal. Once the 6-month period expires, your election will automatically change back to reinvesting dividends in your Marriott Company Stock Fund account, unless you take action (as described above) to change the election to continue to receive dividends in cash.

During any period your Marriott Company Stock Fund account is subject to restrictions on withdrawals and distributions in accordance with the Plan’s Qualified Domestic Relations Order (“QDRO”) Procedures, you will be deemed to have elected to reinvest any dividends in your Marriott Company Stock Fund. After the restrictions are lifted, your prior election (either for cash distribution or reinvestment) will automatically be reinstated.

To obtain a copy of the Plan’s QDRO Procedures, please visit www.qocenter.com.

If you are a “Restricted Associate” under Marriott’s Securities Trading Policy (MIP-11), you may not make or change your existing election during any closed trading period.
**DECIDING WHICH FUNDS TO USE**

Because of market fluctuations, it is impossible to predict the performance of any fund. Therefore, if you choose to invest in the core funds, your decision on how to divide your Retirement Savings & Profit Sharing Plan Account among the various funds will depend on your individual preference.

Dividends, interest, and other distributions received on the assets held in the funds are reinvested in each respective fund. The Company makes no recommendation with respect to the investments in any of the funds. The Plan’s Profit Sharing Committee selects and monitors the investment funds that are available to you in the Plan, except the Marriott Company Stock Fund. The Profit Sharing Committee can change the investment funds, except the Marriott Company Stock Fund, at any time. The Marriott Stock Fund Investment Committee monitors the Marriott Company Stock Fund.

If you choose to invest in the core funds, it may be a good idea to allocate your Retirement Savings & Profit Sharing Plan Account to more than one fund to diversify risk. It is also important to remember that, along with your right under the Plan to make investment decisions for your Retirement Savings & Profit Sharing Plan Account, you have the responsibility for those decisions and must accept the corresponding risk of loss of value because of market declines or other reasons.

Individuals who are eligible to participate in the Plan can elect to invest contributions to their accounts in one of the investment funds available under the Plan. If you do not make an investment election, contributions to your account will be invested in a Vanguard Target Retirement Fund that is most appropriate for your age (based on an age 65 retirement date). The Target Retirement Funds section of this document provides detailed information on the available funds.

The Plan lets you invest your account in a number of different investment funds. You can change how your Plan account is invested, among the Plan’s offered investment funds, by visiting the myHR® Website or calling the myHR Service Center.

Your Retirement Savings & Profit Sharing Plan Account is not guaranteed by the Company or anyone else. By offering you a variety of funds in which to invest your Retirement Savings & Profit Sharing Plan Account, the Company intends the Plan to be an ERISA section 404(c) plan, as described in section 2550.404(c)-1 of the Title 29 regulations in the Code of Federal Regulations. Thus, to the extent allowed by law, the Plan fiduciaries may be relieved of any liability for any losses resulting from your investment decisions.

**YOUR RIGHTS CONCERNING EMPLOYER SECURITIES**

The Retirement Savings & Profit Sharing Plan currently permits you to move any portion of your account from the Company Stock Fund at any time to another investment option in the Retirement Savings & Profit Sharing Plan.

You may contact myHR® for specific information regarding your right to move your investments from the Company Stock Fund, including how to make investment change elections. In deciding whether to exercise this right, you will want to give careful consideration to the information below that describes the importance of diversification. All of the investment options under the Retirement Savings & Profit Sharing Plan are available to you if you decide to diversify out of the Company Stock Fund.

**THE IMPORTANCE OF DIVERSIFYING YOUR RETIREMENT SAVINGS**

To help achieve long-term retirement security, you should give careful consideration to the benefits of a well-balanced and diversified investment portfolio. Spreading your assets among different types of investments can help you achieve a favorable rate of return, while minimizing your overall risk of losing money. This is because market or other economic conditions that cause one category of assets, or one particular security, to perform very well often cause another asset category, or another particular security,
to perform poorly. If you invest more than 20% of your retirement savings in any one company or industry, your savings may not be properly diversified. Although diversification is not a guarantee against loss, it is an effective strategy to help you manage investment risk.

In deciding how to invest your retirement savings, you should take into account all of your assets, including any retirement savings outside of the Plan. No single approach is right for everyone because, among other factors, individuals have different financial goals, different time horizons for meeting their goals, and different tolerances for risk. Therefore, you should carefully consider the rights described in this notice and how these rights affect the amount of money that you invest in company stock and other funds offered through the Plan.

It is also important to periodically review your investment portfolio, your investment objectives, and the investment options under the Plan to help ensure that your retirement savings will meet your retirement goals.

You should also note that a single Target Retirement Fund can serve as a diversified investment portfolio.

If you have any questions about your rights to diversify investments in the Company Stock Fund, including how to make this election, contact the myHR Service Center at 1-888-88-4myHR (1-888-884-6947) between 9:00 a.m. and 8:00 p.m. Eastern time, Monday through Friday. If you’re calling from outside the United States, Puerto Rico, Guam, the U.S. Virgin Islands or Canada, call 1-847-883-2084.

For general investment education, you may also refer to the Department of Labor’s website: http://www.dol.gov/ebsa/investing.html.

**CHANGING YOUR INVESTMENTS**

Making a change to your Plan account can involve two separate transactions:

- You can change how your future contributions will be invested in 1% increments; and/or
- You can change how your existing account balance (prior contributions) is invested in 1% increments or in whole dollar amounts.

Investment changes you make before 4:00 p.m. Eastern Time take effect the same day after gains or losses are applied to your Plan Account.

**Example:** John has $10,000 in his Retirement Savings & Profit Sharing Plan Account. He has 50% ($5,000) invested in Fund A and 50% ($5,000) invested in Fund B. At 3:00 p.m. Eastern time on Wednesday, John calls the myHR Service Center and requests that his entire Plan balance be moved out of Funds A and B and into Fund C.

At the end of the day on Wednesday, gains and losses are posted to fund accounts. Fund A has a net gain of 10%. Fund B has a net loss of 2%. So, John’s balance in Fund A becomes $5,500 and his balance in Fund B becomes $4,900. Next, his resulting balance ($10,400) is moved to Fund C. (Gains/losses for Fund C will be applied to John’s account daily, beginning at the end of day Thursday.)

You can confirm that your request has been processed correctly by viewing your account on the myHR Website. You may also print the information for your records. You must notify the myHR Service Center of any error in the processing of your request within 90 days following the end of the calendar quarter in which you made your request. If the myHR Service Center denies your request for investment change, you
may file an appeal with the Plan Administrator. See the *Appealing a Decision* section under *Plan Participants’ Rights*.

Whenever you visit the myHR Website or call the myHR Service Center to choose a fund or change your investment percentage in a fund, you are giving investment instructions to the Plan Administrator, who is obligated to comply with your instructions, except as otherwise provided by law.

**NOTE**: See the *Fees and Expenses* section.

**REBALANCING**

You have the option of selecting the automatic rebalancing option. With this feature, your investments are rebalanced on the last business day of the quarter to your most recent investment mix election on file. You must cancel this option before making other transfer elections.

**FEES AND EXPENSES**

**INVESTMENT MANAGEMENT FEES**

Investment management fees and expenses are allocated against the investment return for each fund. A full listing of all fees and expenses is provided in the fund prospectus and/or fund declaration available for each publicly traded fund. To obtain a listing of fees and expenses for the funds that are not publicly traded, call the myHR Service Center to request an annual report.

**ADMINISTRATIVE FEES**

In addition to investment management fees and expenses, you also pay an administrative fee to cover the daily cost of running the Plan. This includes the cost of keeping account records in order, having Service Center Representatives available to answer your calls, and providing account statements and other Plan communications. The amount of these fees that are charged to your account are disclosed on your regular Plan account statements.

**INDIVIDUAL FEES**

These fees apply to your account and generally depend on transactions in your account, specifically taking a loan from the plan.

**REDEMPTION FEES AND OTHER RESTRICTIONS**

- If you transfer money out of the International Equity Fund before the money has been in that fund for at least 30 days, you will pay a 2% redemption fee on the portion of the amount transferred that is managed by Morgan Stanley, approximately 70% of transferred amounts. Redemption fees are based on a first-in, first-out basis. For example, let’s say you had money in the fund for 90 days. Today you transfer more money into the fund and then transfer money out of the fund in two days. As long as the amount transferred out is equal to or less than the amount you had in the fund for 90 days (longer than 30 days), you would not be subject to a redemption fee.

- Participants who transfer or reallocate any amount from the Fidelity Contrafund must wait 60 calendar days before reallocating or transferring any amount back into that fund. Each time you transfer or reallocate any amount from the Fidelity Contrafund, a 60-day purchase restriction goes into effect.
During the 60-day period, you will not be allowed to make transfers or reallocations back into the Fidelity Contrafund. During this time period, you would still be able to sell any amount of the fund that you wish.

The restrictions are not applicable to new contributions, loan payments, loans, withdrawals, distributions, or rollovers. For example, if you take out a loan for $10,000, and $3,000 of the amount for the loan is taken out of your Fidelity Contrafund, you will not need to wait 60 calendar days after taking the loan to reallocate or transfer funds into the Fidelity Contrafund.

- Participants who transfer or reallocate any amount from the Northern Trust S&P 500 Index Fund will not be allowed to make transfers or reallocations back into the S&P 500 fund for 3 calendar days following that transfer or reallocation. The restrictions are not applicable to new contributions, loan payments, loans, withdrawals, distributions, or rollovers.

- If you transfer or reallocate any amount from a Vanguard Target Retirement Fund, you must wait 30 calendar days before reallocating or transferring any amounts back into that fund. During this 30-day period, you will still be able to sell any amounts from that fund.

This 30-day purchase restriction is not applicable to new contributions, loan payments, loans, withdrawals, distributions, or rollovers. For example, if you take out a loan for $10,000, and $3,000 of the amount for the loan is taken out of a Vanguard Target Retirement Fund, you will not need to wait 30 calendar days after taking the loan to reallocate or transfer funds into that Vanguard fund. Also, if your weekly payroll contributions are scheduled to post to a Vanguard Target Retirement Fund, but you also transfer $5,000 out of that Vanguard Target Retirement Fund on March 19, 2016. Your weekly payroll contribution will post to that Fund, but you cannot reallocate or transfer amounts from another fund into that Vanguard Target Retirement Fund until the 30 day purchase restriction which began on March 19 has expired.

The Plan’s Profit Sharing Committee negotiates and monitors fees on behalf of Plan participants. Further information on Fees, Expenses and Other Restrictions can also be found in the Annual Fee Disclosure Statement.

**DETERMINING THE VALUE OF YOUR RETIREMENT SAVINGS & PROFIT SHARING PLAN ACCOUNT**

Your Retirement Savings & Profit Sharing Plan Account is valued every business day, and you can visit the myHR Website at [www.4myHR.com](http://www.4myHR.com) or call the myHR Service Center at 1-888-88-4myHR (1-888-884-6947) at any time to check your account balance. (Associates no longer employed at Marriott can log on at [www.marriottbenefits.com](http://www.marriottbenefits.com)) You will receive a statement showing account activity every 6 months, one in January and one in July. You may also request that a statement be mailed to you free of charge by calling the myHR Service Center. Information about fund performance will also be published in the statement and is also available on the myHR Website or by calling the myHR Service Center.
LOANS

You may apply for a loan from your Retirement Savings & Profit Sharing Plan Account for any reason, without spousal consent, regardless of how long you have been a Plan participant (unless you are on an unpaid leave of absence or have left the Company).

When you take a loan from your Retirement Savings & Profit Sharing Plan Account, it is withdrawn on a pro-rata basis according to your investment funds and money types (for example, before-tax savings).

For more information on loans, including how to model a loan and how to repay loans, visit the myHR Website or call the myHR Service Center.

LOAN RULES

• The minimum loan amount is $1,000.

• The maximum loan amount is the lesser of (i) 50% of your total vested Retirement Savings & Profit Sharing Plan Account balance (as of the date the loan is made); or (ii) $50,000, less the highest outstanding loan balance you have had in the prior 12 months.

• Your loan must be secured by your vested Retirement Savings & Profit Sharing Plan Account. Funds used to secure your loan cannot be withdrawn from your Plan account until your loan is repaid.

• There is a one-time fee of $75 to process each loan. This amount is deducted from the loan proceeds.

• You may have only one loan outstanding at any time.

• You have from one to four years to repay a general purpose loan. If you request a general purpose loan through the myHR Service Center, a Promissory Note will be sent to you. You must sign the note and return it to the myHR Service Center before your loan can be processed. If you request a general purpose loan online, you will not receive a Promissory Note to sign and return because you agree to the terms of the loan online.

• You have one to 10 years to repay a primary residence loan. You may request a primary residence loan by accessing the myHR Website or by calling the myHR Service Center. The amount of the loan can be only for the amount needed to close a purchase of a home, up to Plan limits. If you request a primary residence loan, you must submit a Primary Residence Loan application, and a copy of a valid home purchase agreement, sales contract, or builder’s construction contract must accompany your request. The Primary Residence Loan application will be approved if the contract submitted includes the following:
  — Dating of the document within the last 30 days;
  — Your name as the buyer;
  — The address of the residence being purchased;
  — The purchase price;
  — The dollar amount required to close;
  — Completion/closing date in the future; and
  — Signatures of both the buyer and seller/builder.

• The interest rate is fixed at the time your loan is granted and for loans requested prior to July 2, 2012 is the prime rate as of the last business day of the prior calendar quarter (as listed in The Wall Street Journal), plus 1 percentage point. For loans requested on or after July 2, 2012, the interest rate is fixed and is the prime rate as of the last business day of the prior calendar quarter (as listed in The Wall Street Journal), plus 2 percentage points.

• You repay your loan, plus interest, to your own Retirement Savings & Profit Sharing Plan Account through after-tax payroll deductions.
• Loan repayments are allocated to your Retirement Savings & Profit Sharing Plan Account according to your current investment mix at the time of repayment.

• The myHR Service Center will generally mail your loan proceeds check within five business days of receiving your properly completed paperwork. You can request direct deposit instead of U.S. mail if you would like to receive the loan proceeds faster.

• You can pay off your loan in full at any time without penalty by requesting an Early Loan Payoff Invoice through the myHR Website or the myHR Service Center. Your prepayment must be made in the form of direct debit, a certified check, cashier’s check, or money order. (Personal checks will not be accepted.) In addition, the Early Loan Payoff Invoice must be included with the check.

• You may not take a loan when a domestic relations order affecting your Retirement Savings & Profit Sharing Plan Account is under review.

• When you terminate employment with the Company, you can choose to continue repayments on your loan directly to the myHR Service Center. These payments, made either via manual payments or direct debit, may continue until any of the following conditions are met:
  1. Your loan passes its original payment date or loan payments are more than 90 days in arrears;
  2. You request a total distribution of your account; or
  3. Your total account balance is less than $5,000.

If you do not make manual loan repayments or pay the loan in full within 90 days of the date on the Separation from Employment Notice, the entire outstanding balance will be considered a taxable distribution.

• If you are rehired by the Company and you have an outstanding loan, your Plan loan will be reinstated and your payroll deductions will resume automatically if (i) you are rehired within 90 days of your termination date or, you have continued to repay your loan and you are not in default; (ii) you have not taken a distribution of your Retirement Savings & Profit Sharing Plan Account; and (iii) your loan repayments can be restarted through payroll deduction before a default occurs (that is, before your payments are more than 90 days late). If you are enrolled in periodic direct debit payments, those payments will automatically cease upon rehire.

• After you leave Marriott, the myHR Service Center will send you a Separation from Employment Notice that will describe your loan repayment options and give you information on how to make manual repayments. Or, you can call the myHR Service Center to obtain this information.

• Certain special loan provisions applied to loans transferred from the Ritz-Carlton Special Reserve Plan on June 30, 2006. Participants whose loan originated under the Special Reserve Plan were permitted to maintain the loan amortization schedule, provided that no loan was outstanding under the Retirement Savings Plan at that time. If a Participant had an outstanding, non-defaulted loan under the Retirement Savings Plan, the loans were combined under a new amortization schedule that complies with regulatory requirements.

SPECIAL RULES FOR ASSOCIATES ON AN APPROVED LEAVE OF ABSENCE
• You may not apply for a loan while on an unpaid leave of absence. If, after receiving a loan, you go on an approved leave of absence, you will receive a loan coupon book to continue loan repayments. If your leave of absence is completely unpaid, you may notify the myHR Service Center of this, and your loan repayments will be suspended for the period of your leave of absence, up to one year.

• If you take an approved leave of absence because of military leave, special rules may apply to your loan. See “USERRA Rights” in the Plan Participants’ Rights section.
LOAN DEFAULT
If you default on a loan, the defaulted taxable amount may be subject to federal and state income tax and may be subject to an additional 10% federal early withdrawal penalty.

The loan will remain an outstanding obligation until you separate from service or repay your loan in full, whichever is earlier. The unpaid loan counts as your one outstanding loan and you cannot take any additional loans from your Retirement Savings & Profit Sharing Plan Account until you repay it in full. In addition, your Retirement Savings & Profit Sharing Plan Account will be reduced by the amount of the unpaid loan balance in accordance with uniform and nondiscriminatory Plan procedures and to the extent permitted by law. Your loan will be considered in default if you:

- Do not make a payment when due within 90 days after the due date;
- Do not repay your unpaid loan balance by the original due date; or
- Make material misrepresentations in connection with your loan application.

You will receive written notification if your loan goes into default.

You will not owe income taxes on any part of your outstanding loan amount that consists of Roth 401(k) contributions. You will owe taxes on before-tax contributions and related earnings. If the default occurs because you separate from service, any Qualified Roth 401(k) Earnings (see Important Plan Definitions) will not be subject to tax. Roth 401(k) earnings that are not qualified will be subject to tax. If the default occurs due to non-payment while actively working, your Roth 401(k) earnings will be taxed, even if they were already qualified.

WHERE TO SEND APPLICATIONS AND DOCUMENTATION
Send completed Primary Residence Loan applications, documentation, and signed Promissory Notes to:
myHR Service Center
P.O. Box 64075
The Woodlands, TX 77387-4075

WITHDRAWING MONEY WHILE AN ACTIVE ASSOCIATE

IF YOU ARE UNDER AGE 59½

After-Tax Savings
You can withdraw after-tax savings while you are working for the Company, subject to the following rules:

- You can withdraw after-tax savings for all years, except after-tax savings made in the Plan year you take the withdrawal. In addition, if you have been in the Retirement Savings & Profit Sharing Plan less than two years and you withdraw available after-tax savings, you will not receive the company match on your after-tax savings for the Plan year in which you take the withdrawal.
- If you withdraw only pre-1987 after-tax savings contributed to your Profit Sharing Account (and you leave all remaining money in the Plan), none of your withdrawal will be taxable. Once you have withdrawn all after-tax savings made before 1987, the IRS requires that your subsequent withdrawals of after-tax savings include a portion of taxable earnings.

Before-Tax and Roth 401(k) Savings
The IRS places certain restrictions and limitations on the withdrawal of before-tax and Roth 401(k) savings. Thus, you may not withdraw before-tax or Roth 401(k) savings from the Plan while working for the Company unless you have reached age 59½ or the Plan Administrator approves a hardship withdrawal.
**Rollover Contributions**
If you have funds in a rollover account in the Retirement Savings & Profit Sharing Plan, you may withdraw some or all of your rollover account while working for the Company. Withdrawals from your before-tax rollover account are taxable to you unless they are rolled over into another eligible employer plan or an IRA. Withdrawals of qualified Roth 401(k) rollover amounts will not be taxable. If a portion of a distribution of Roth 401(k) rollover amounts contains non-qualified Roth 401(k) earnings, those amounts will be taxable unless they are rolled over into another eligible plan or an IRA.

**Company Contributions**
You cannot withdraw funds from your Company Contributions Account while working for the Company unless you have reached age 59½.

**IF YOU ARE AGE 59½ OR OLDER**
You can withdraw money from your vested Retirement Savings & Profit Sharing Plan Account without restrictions. This includes Roth 401(k) savings, after-tax savings, before-tax savings, rollover contributions, and Company contributions.

**ACTIVE ASSOCIATES AGE 70½ OR OLDER**
If you are working for the Company after reaching age 70½, you will not receive required minimum distribution payments from your Retirement Savings & Profit Sharing Plan Account until you leave the Company.

**HOW TO REQUEST A WITHDRAWAL**
Access the myHR Website at [www.4myHR.com](http://www.4myHR.com) or contact the myHR Service Center at 1-888-88-4myHR (1-888-884-6947) to request a withdrawal. (Associates no longer employed at Marriott can log on at www.marriottbenefits.com) (If you want to withdraw shares of Marriott Company Stock, you must request the withdrawal through the myHR Service Center.) Outside the United States, Puerto Rico, Guam, the U.S. Virgin Islands and Canada, call 1-847-883-2084. (This is a toll call.)

**HARDSHIP WITHDRAWALS**
If you have a financial hardship, you may withdraw your before-tax or Roth 401(k) savings, subject to the Plan Administrator’s approval and IRS rules. The following rules apply to hardship withdrawals:

- You cannot withdraw more than the amount necessary to satisfy the specific need.
- You must first withdraw all available after-tax savings and, if applicable, rollover contributions, and take all available loans from the Plan.
- Funds from your Roth 401(k) account will be depleted before your before-tax account.
- The withdrawal must be needed to:
  1. Pay major uninsured medical expenses for you, your spouse, your children, your dependents, or your designated primary beneficiary(ies);
  2. Prevent eviction from (or foreclosure upon) your principal residence;
  3. Pay for expenses directly related to the death of your parent, your spouse, your children, your dependents, or your designated primary beneficiary(ies);
  4. Pay for costs directly related to the purchase or construction of your principal residence;
  5. Pay costs for tuition, related education fees and room and board for the next 12 months of post-secondary education for you, your spouse, your children, your dependents, or your designated primary beneficiary(ies);
6. Pay for expenses necessary to repair the basic structure of your principal residence due to unforeseen disaster;
7. Pay back taxes; or
8. Prevent bankruptcy.

- You may only withdraw your before-tax and Roth 401(k) savings (and earnings accrued prior to December 31, 1988).
- Your Retirement Savings & Profit Sharing Plan contributions and contributions to any other deferred compensation plans will be suspended for six months after you take a hardship withdrawal. (Please note that your Executive Deferred Compensation Plan elections for the calendar year will be cancelled at the time of your hardship withdrawal. See the EDC Prospectus for additional details.) You must re-enroll through the myHR Website or the myHR Service Center after the suspension period. Any changes made to your deferral rate during the suspension period will become effective once the suspension period ends.
- Hardship withdrawals are subject to an automatic 10% federal income tax withholding on taxable amounts over $200 unless you elect to not have withholding apply. In addition, if you are under age 59½ you may owe a 10% federal early withdrawal penalty on taxable amounts when you file your personal income tax return for the year in which you take a hardship withdrawal. Only Qualified Roth 401(k) Earnings are not subject to the 10% federal early withdrawal penalty.
- You can choose to have additional funds withdrawn from your account for tax purposes so that your withdrawal remains at the amount requested rather than reduced for tax liability.
- Proceeds from a hardship withdrawal cannot be rolled over into a traditional IRA or another eligible retirement plan.

To obtain a Hardship Withdrawal Form or to receive more information on hardship withdrawals, visit the myHR Website or contact the myHR Service Center.

**NOTE:** You must complete a separate Hardship Withdrawal Form for each hardship withdrawal requested.

**Where to Send Forms and Documentation**
Send completed Hardship Withdrawal Forms and supporting documentation to:

myHR Service Center
P.O. Box 64075
The Woodlands, TX 77387-4075

You can obtain specific documentation requirements for each type of financial hardship by accessing the myHR Website or by calling the myHR Service Center.
WITHDRAWING MONEY WHEN YOU LEAVE THE COMPANY

AMOUNT AVAILABLE FOR DISTRIBUTION
When you leave the Company, you will be entitled to receive a distribution of your vested Retirement Savings & Profit Sharing Plan Account. The size of your account depends on many factors, including:

- The amount you saved in the Plan;
- Any rollovers from other eligible retirement plans or traditional IRAs;
- Company contributions credited to your Retirement Savings & Profit Sharing Plan Account; and
- Investment gains and losses on your Retirement Savings & Profit Sharing Plan Account.

DISTRIBUTION OPTIONS

Automatic Cash-Out

Accounts of $1,000 or Less
If your vested Retirement Savings & Profit Sharing Plan Account balance is $1,000 or less when you leave the Company, your account will automatically be distributed to you. If you want to roll over your money into a traditional or Roth IRA or another eligible employer plan (and thus avoid federal and state income tax withholding on the taxable portion), contact the myHR Service Center within 60 days of your date of separation from the Company. If you do not request the rollover and submit required documentation during this 60-day period, the Plan will distribute your vested account balance of $1,000 or less in a Lump Sum Payment after withholding 20% federal income tax (and any applicable state income tax) on any taxable amounts. If a portion of your account includes Roth 401(k) contributions and their earnings, these amounts will be paid in a separate payment. If your Roth earnings are not Qualified Roth 401(k) Earnings, then such earnings will be taxed at distribution.

Accounts Between $1,000.01 or $5,000
If your account balance is $1,000.01 to $5,000 and you do not provide the myHR Service Center with instructions on how you want your account handled within 60 days after the Service Center receives your Separation from Employment Notice, your taxable account balance will be rolled over into a Traditional IRA at Centier Bank. Your non-taxable Roth 401(k) balance will be rolled over into a Roth IRA at Centier Bank.

If either your taxable balance or Roth 401(k) non-taxable balance is $1,000 or less, the amount that is $1,000 or less will be distributed to you as a Lump Sum payment with applicable withholding. If your Roth earnings are not Qualified Roth 401(k) Earnings, then such earnings will be taxed at distribution. The remaining balance will be rolled over into the appropriate IRA. You can obtain more information about the Centier Bank and its IRA accounts at www.safe-ira.com or by calling 1-888-CENTIER (1-888-236-8427).

Accounts of More than $5,000
If your vested Retirement Savings & Profit Sharing Plan Account balance is more than $5,000 when you leave the Company, you may leave all of your money in the Plan until you reach age 70½. At that time, the IRS requires that you begin receiving minimum payments (unless you are working for the Company at that time). If you prefer to receive your money earlier, there are several ways Plan benefits can be paid. You may receive your money all at once after you leave the Company, take a partial distribution, defer payments to a future date, roll over the money into another eligible employer plan or a traditional or Roth IRA, or select a combination of payment methods. Your choice should be based on your individual financial needs. The following payment options are available to you:

- **Lump Sum Payment**. Your vested Retirement Savings & Profit Sharing Plan Account can be paid to you in one Lump Sum Payment. If you elect to receive a Lump Sum Payment, your non-taxable savings in the Plan will be returned to you tax-free. Qualified Roth 401(k) earnings will also be returned to you.
tax-free (See Important Plan Definitions). The remainder of your Retirement Savings & Profit Sharing Plan Account (that is, before-tax savings, Company contributions, non-Roth 401(k) rollover contributions, and earnings as well as non-qualified Roth 401(k) earnings) will be taxed according to the tax laws in effect at the time you are paid. (See “Withholding Requirements on Distributions from the Retirement Savings Profit Sharing Plan” in the Withdrawals—Additional Information section for more information.)

Rather than request that a Lump Sum Payment from the Retirement Savings & Profit Sharing Plan be paid directly to you, you may request that some or all of the taxable payment be paid directly to another eligible retirement plan or a traditional IRA. In addition, even if you elect to receive a Lump Sum Payment, you can still roll over some or all of the taxable payment into another eligible retirement plan or a traditional IRA if you do so within 60 days after you receive the payment. Rolling over the taxable portion of your payment will defer taxes on that amount until you take the money out of the other eligible retirement plan or IRA.

If you roll over the taxable amount into a traditional IRA, you can later roll it into another employer’s eligible retirement plan that accepts your rollover.

You may also be able to roll over non-taxable amounts into certain eligible retirement plans, Roth IRAs or traditional IRAs.

• Partial Distribution: You may request to receive a portion of your account balance when you leave, and leave the remaining balance in your account until a future date.

• Calculated Installments: You may elect to receive calculated installments. You choose the number of years you would like installments paid, from one year up to your life expectancy or the joint life expectancy of yourself and your designated Beneficiary. Installments that are paid for less than 10 years generally can be rolled over (although there may be limits if you are over age 70½). You may also choose to have these installments paid monthly, quarterly, semiannually, or annually. As installments are paid, your investment funds are depleted on a pro-rata basis. You can take your installments as cash or, if you are invested in the Company Stock Fund, in shares.

• Fixed Installments: You may elect fixed installments. You choose the dollar amount you want to receive in installments. The installments are calculated and paid until the balance is depleted. Once the installment amount is chosen, it is determined whether the payments will last less than 10 years. If the number of payments is for less than 10 years, the installments generally are eligible for a rollover (although there may be limits if you are over age 70½). You can choose to have the installments paid monthly, quarterly, semiannually, or annually. As installments are paid, your investment funds are depleted on a pro-rata basis.

Investment gains and losses will continue to be allocated to the unpaid balance in your account. These gains and losses will be based on your investment decisions.

If your Retirement Savings & Profit Sharing Plan Account contains after-tax savings, each payment will consist of both after-tax savings and taxable amounts. Therefore, a portion of each payment will be tax-free and a portion will be taxable. However, if your Retirement Savings & Profit Sharing Plan Account contains after-tax savings made before January 1, 1987, your payments will come first from these amounts (and will be tax-free to that extent). Once you have been paid all after-tax savings made before 1987, the IRS requires that your subsequent payments of after-tax savings include a portion of taxable earnings.

Selecting payments other than a Lump Sum Payment may also affect other tax benefits such as the ability to use income averaging (if available). Therefore, you should discuss this option with your tax advisor or financial planner.

You may set any periodic payment amount you wish and change this amount at any time. When you reach age 70½, unless you are still working for the Company, these periodic payments may have to be increased to comply with federal required minimum distribution rules. (See “Associates Age 70½ or Older” in the Withdrawing Money When You Leave the Company section for more information.)

If, in addition to the deferred payments you are receiving, you want an additional amount, you may request the additional amount by logging on to the myHR Website or by calling the myHR Service Center.
MARRIOTT COMPANY STOCK FUND

Depending on your distribution election, your balance in the Marriott Company Stock Fund, if any, may be paid to you in either cash or Marriott International, Inc. Class A Common Stock. If you wish to receive Marriott International, Inc. common stock (rather than cash), make this election when you complete your withdrawal request online or through the myHR Service Center.

HOW TO REQUEST A DISTRIBUTION

To receive money from your Retirement Savings & Profit Sharing Plan Account, access the myHR Website at www.marriottbenefits.com or call the myHR Service Center at 1-888-88-4myHR (1-888-884-6947) to request a distribution. A “terminated” status must be on file before your request can be processed.

Federal law requires the Plan to withhold 20% on the taxable contributions and earnings or non-qualified Roth 401(k) earnings portion of most distributions that are not transferred directly to a traditional or Roth IRA or another eligible employer plan. This withholding is not an additional tax but an advanced withholding of federal income taxes you may owe. State income tax may also be withheld, if applicable. In addition, if you receive a taxable or non-qualified Roth 401(k) distribution before you reach age 59½, there may be an additional 10% federal early withdrawal penalty on taxable amounts that you will have to pay when you file your personal tax return.

Because the federal income tax withholding rules are complex, refer to the Payments Rights Notice that is available on the myHR Website or request a copy by calling the myHR Service Center.

Distribution checks are issued on business days. If you request a distribution, generally you will receive a check within seven to 10 business days. In general, direct deposits are made within three to four business days.

ASSOCIATES AGE 70½ OR OLDER

If you are no longer working for the Company, have attained age 70½, and have a Retirement Savings & Profit Sharing Plan Account balance, the IRS requires that you begin receiving required minimum distribution payments from your Retirement Savings & Profit Sharing Plan Account annually. Your required minimum distribution payments will be calculated using IRS-prescribed tables that will take into account your life expectancy and your Beneficiary’s life expectancy.

If your Beneficiary is your spouse and is more than 10 years younger than you, the distribution can be calculated on the joint life expectancy of you and your spousal Beneficiary, by calling the myHR Service Center.

If the above does not apply, the Plan will calculate your required minimum distribution payment using a uniform table that is dependent on your age in the year of distribution and assumes that you have a Beneficiary who is 10 years younger (regardless of the actual age of your Beneficiary).

NOTE: Taxable portions of required minimum distributions are taxed at 10% and are not eligible for rollover.

Materials on your distribution options that explain your required minimum distribution calculation in more detail will be mailed to you after you reach age 70½. Please note, however, that if at any time you wish to withdraw more than your required minimum distribution from your account in any given year, you may do so. Also, if by the end of a year you have already withdrawn enough from your account to satisfy the required minimum distribution requirement, there will be no subsequent, automatic required minimum distribution payment for that year. Your required minimum distribution payments are not eligible for rollover into a traditional or Roth IRA or another employer’s eligible retirement plan. (See “Distribution Options” in the Withdrawing Money When You Leave the Company section for more information.)

BENEFITS FOR PLAN PARTICIPANTS WITH DISABILITIES

If you are no longer working for the Company due to a permanent disability, you will receive the calculated Company Match for the year in which you contributed. Your distribution options are the same as those for other Plan participants.
“Permanent disability” means that you have been classified by the Company on its payroll system as having terminated employment because of a permanent disability.

DEATH BENEFITS FOR BENEFICIARIES
If you die before you leave the Company, your Retirement Savings & Profit Sharing Plan Account will remain invested based on your investment allocation until your Beneficiary makes a subsequent investment allocation. Beneficiaries may initiate a request for benefits by contacting the myHR Service Center as soon as possible to ensure that your Retirement Savings & Profit Sharing Plan Account is properly updated, and that they receive important information regarding distribution requirements for beneficiaries.

- If you die after distribution of your Account balance has begun, then the remaining portion of your Account balance will be distributed by December 31 of the year after your death unless your Beneficiary elects to receive installments. The installments must be paid over a period no greater than the life expectancy of the oldest Beneficiary.

- If you die before distribution of your Account balance begins, then distribution of your Account balance shall be completed by December 31 of the year after your death unless:
  - Your Beneficiary elects to receive payments over a period not extending beyond the life expectancy of the oldest Beneficiary, in which case the first installment must be made by December 31 of the year following your death; or
  - If your Beneficiary is your spouse, your Beneficiary can elect to defer installment payments until the later of: December 31 of year following your death, or December 31 of the year in which you would have attained age seventy and one-half (70-1/2).

Your beneficiary must make a distribution election by December 31 of year following your death. If you have no Beneficiary, or if the Beneficiary does not elect a distribution method, distribution of your entire Account balance shall be completed by December 31 of the year following your death.

**NOTE:** Federal law generally requires that a 10% withholding tax be applied to the taxable portion of distributions for non-spousal benefits and a 20% withholding tax be applied to the taxable portion of distributions for spousal benefits.
WITHDRAWALS—ADDITIONAL INFORMATION

TAXATION OF WITHDRAWALS AND DISTRIBUTIONS FROM THE RETIREMENT SAVINGS & PROFIT SHARING PLAN
When you make a withdrawal or receive a distribution from the Retirement Savings & Profit Sharing Plan, some or all of it may be subject to income taxes. Your before-tax account, Company Contribution Account, non-Roth 401(k) rollover account, and any earnings on these and on your after-tax contribution account, may all be considered taxable. Because your Roth 401(k) and after-tax contributions have already been taxed (before being contributed to your Retirement Savings & Profit Sharing Plan Account), they will not be taxed again. Earnings on Roth 401(k) after-tax contributions are only taxable if they are not considered Qualified Roth 401(k) Earnings (See Important Plan Definitions).

Additionally, the IRS may require that you pay an additional 10% early withdrawal penalty. You will not have to pay the 10% early withdrawal penalty if:

• You separate from Service after reaching age 55 and you take a distribution from your Retirement Savings & Profit Sharing Plan Account following separation;
• You are age 59½ or older;
• Your Retirement Savings & Profit Sharing Plan Account is distributed to you because you retired due to permanent disability;
• Your withdrawal or distribution is used to pay certain medical expenses;
• The payment is made to an alternate payee under a Qualified Domestic Relations Order (QDRO);
• The payment is paid directly to the government to satisfy a federal tax levy;
• You roll over the distribution into a traditional or Roth IRA or another eligible retirement plan either directly or within 60 days of your receipt of the payment; or
• Your Retirement Savings & Profit Sharing Plan Account is distributed to you as part of a series of substantially equal payments over 10 years or more or over your life expectancy.

In addition, your Beneficiary will not have to pay the 10% early withdrawal penalty if he or she receives a distribution on account of your death.

You should consult a financial planner or tax advisor regarding the taxability of your withdrawal or distribution from the Retirement Savings & Profit Sharing Plan.

WITHHOLDING REQUIREMENTS ON DISTRIBUTIONS FROM THE RETIREMENT SAVINGS & PROFIT SHARING PLAN
When you take a distribution or make a withdrawal from the Retirement Savings & Profit Sharing Plan, generally 20% will be withheld from the taxable portion of your payment. This 20% withholding is required by the IRS and is a partial prepayment of the total amount of taxes you will owe on your payment when you file your federal income tax return. State income tax may also be withheld, if applicable.

There are times when the 20% mandatory withholding does not apply. The 20% mandatory withholding will not apply if you:

• Elect a direct rollover of the taxable or non-qualified Roth 401(k) portion of your withdrawal or distribution into another eligible retirement plan or a traditional or Roth IRA;
• Take a qualified Roth 401(k) withdrawal;
• Receive a distribution or withdrawal of less than $200 per year;
• Take a hardship withdrawal, in which case the 10% federal tax withholding may apply to taxable amounts;
• Attain age 70½, are not working for the Company, and receive only the required minimum distributions as specified by the Internal Revenue Code;

• Receive your Retirement Savings & Profit Sharing Plan Account as a series of substantially equal installments over 10 years or more or over your life expectancy;

• Are subject to a Qualified Domestic Relations Order (QDRO), which pays all of your Retirement Savings & Profit Sharing Plan Account balance to someone other than you;

• Are a non-spouse Beneficiary; or

• Are the participant’s surviving spouse and you elect a direct rollover of the taxable or non-qualified Roth 401(k) portion of your distribution into another eligible retirement plan or traditional or Roth IRA.

NON-ALIENATION OF BENEFITS AND QUALIFIED DOMESTIC RELATIONS ORDERS
The Plan specifically prohibits alienation or assignment, pledging, or similar use of any benefits, except in compliance with a Qualified Domestic Relations Order (QDRO). A QDRO is a court order assigning some or all of your Retirement Savings & Profit Sharing Plan Account to a spouse, former spouse, child, or other dependent(s). The person to whom the benefit is assigned is referred to as an “alternate payee.” When a QDRO is received, it must comply with the requirements of the Internal Revenue Code and must be approved by the Plan Administrator before payment is made. Under the Plan’s QDRO Procedures, your Retirement Savings & Profit Sharing Plan Account will be subject to restrictions on withdrawals and distributions while a domestic relations order is being reviewed.

An alternate payee who is entitled to a benefit because of a QDRO will receive the benefit automatically if it is $5,000 or less (despite any contrary provision of the QDRO), unless the alternate payee elects, by logging on to the myHR Website or by calling the myHR Service Center within 60 days following notice from the Plan Administrator, to roll the money over into an IRA or other eligible employer plan. If an alternate payee’s benefit is $5,000 or less and the alternate payee wants to roll over the money into a traditional or Roth IRA or another eligible employer plan (and thus avoid federal and state income tax withholding on the taxable portion), the alternate payee must contact the myHR Service Center within 60 days of the date the account is established. If the alternate payee does not request the rollover and submit required documentation during this 60-day period, the Plan will distribute your vested account balance of $5,000 or less in one Lump Sum Payment after withholding 20% federal income tax (and any applicable state income tax) on any taxable amounts. If the benefit is more than $5,000 and the QDRO so provides, the alternate payee may receive or begin to receive the benefit at any time after his or her account is established. Alternatively, if the QDRO so provides, the alternate payee may receive or begin to receive the benefit at any time on or after the participant’s “earliest Retirement age” as defined in Section 414(p)(4)(B) of the Internal Revenue Code. Alternate payees are not eligible to receive loans from the Plan.

QDROs involve many complex financial and legal issues. It is advised that parties who are seeking a QDRO obtain the advice of legal counsel and/or other qualified experts. You may also contact the myHR Service Center at 1-888-88-4myHR (1-888-884-6947) if you have questions about QDROs. Service Center Representatives are available between 9:00 a.m. and 8:00 p.m. Eastern time, Monday through Friday. Outside the United States, Puerto Rico, Guam, the U.S. Virgin Islands and Canada, call (847) 883-2084. (This is a toll call.) You may obtain a copy of the Plan’s QDRO procedures free of charge.
IMPORTANT PLAN DEFINITIONS

BENEFICIARY
The person (or entity) named by you to receive benefits provided by the Plan when you die. If you are married, your spouse automatically will be your sole Beneficiary (unless your spouse consents otherwise in writing).

LUMP SUM PAYMENT (TOTAL DISTRIBUTION)
Payment to you or your designated Beneficiary of your entire vested Retirement Savings & Profit Sharing Plan Account balance in one payment, or in a series of payments all made within the same tax year.

PAY
Compensation that is eligible for a Retirement Savings & Profit Sharing Plan payroll deduction, including such items as base pay, overtime pay, commissions, cash bonuses, earned income, sick leave, holiday pay, vacation or paid time off pay and tips. If you are on leave for active military duty for a period of more than 30 days, your Pay includes differential wage payments made to you that represent all or a portion of the wages you would have received if you were working for the Company. Compensation paid to you before you are eligible to participate in the Plan is not included in your Pay under the Plan.

QUALIFIED ROTH 401(K) EARNINGS
Earnings on Roth 401(k) contributions that can be distributed tax-free if: Your oldest Roth 401(k) contribution is at least 5 years old (based on January 1 of the calendar year your first Roth 401(k) contribution was made), including any Roth 401(k) contributions rolled over from another qualified plan; and

- Your reason for distribution is one of the following:
  - You are age 59.5
  - You are deceased
  - You became Permanently Disabled.

RETIREMENT
You are considered to be retired under the Retirement Savings & Profit Sharing Plan if you leave the Company after you:

- Reach age 55 and complete 10 years of service; or
- Complete 20 years of Company Service, regardless of your age; or
- Are unable to work due to permanent disability, regardless of your age.

Benefits distributed from the Retirement Savings & Profit Sharing Plan will not reduce any Social Security benefits to which you are entitled.
RETIREMENT SAVINGS & PROFIT SHARING PLAN ACCOUNT
Consists of the following:

- Your savings (before-tax, Roth 401(k), and after tax);
- Any rollover contributions made to your account;
- Any Company contributions made to your account;
- Any amounts converted to Roth 401(k) savings;
- Any forfeitures allocated to your account attributable to Plan years prior to 1999; and
- Investment gains and losses on the above.

SERVICE
Service includes hours worked for both the Company and Marriott Corporation. Effective for transfers occurring on or after October 1, 1998, Service for associates who transfer to Marriott employment from employment by the owner of a nonfranchised hotel managed by Marriott International, Inc. also includes hours worked as an associate of that owner. Finally, Service may include hours worked for The Ritz-Carlton Hotel Company, L.L.C., or what was the Marriott Management Services, Marriott Distribution Services, Senior Living Services division of Marriott International, Inc., or Marriott Vacation Clubs International. Please contact myHR for more information.

VESTING
Ownership of your Retirement Savings & Profit Sharing Plan Account. The company match on your savings made for the 2001 Plan year and after is immediately 100% vested. You always own the contributions or savings you make to the Retirement Savings & Profit Sharing Plan, as well as any investment earnings on these contributions.
PLAN ADMINISTRATION

The official Plan name is the Marriott International, Inc. Employees’ Profit Sharing, Retirement and Savings Plan and Trust.

The Plan is sponsored by Marriott International, Inc., 10400 Fernwood Rd.; Bethesda, MD 20817.

The named fiduciary, except with respect to the investment of the Marriott Company Stock Fund, is the Profit Sharing Committee. The Profit Sharing Committee members are:

- Carolyn Handlon
- Michael Dearing
- Nancy Harper
- Thaddeus Shepherd

The Profit Sharing Committee has the authority to control and manage the operation and administration of the Plan in accordance with the Plan document. In addition, the Profit Sharing Committee has designated a Plan Administrator to carry out both ministerial and fiduciary responsibilities under the Plan. The Plan Administrator is:

Tracey Ballow
Marriott International, Inc.
10400 Fernwood Rd.
Dept. 52/935.40
Bethesda, MD 20817
1-301-380-7530

The Marriott Stock Fund Investment Committee is the named fiduciary with respect to the investment of the Marriott Company Stock Fund.

Trustees, appointed from time to time in accordance with the terms of the Plan, are responsible for the management and control of the Plan’s assets in accordance with the provisions of the Plan and the Trust Agreement. The Plan Trustee is:

Carolyn Handlon
EVP, Global Treasurer
Marriott International, Inc.
10400 Fernwood Rd.
Dept. 52/924.11
Bethesda, MD 20817

Participants may obtain additional information about the Plan, the named fiduciaries, and Trustee by calling the myHR Service Center.

The Plan recordkeeper is Hewitt Associates LLC:

myHR Service Center
P.O. Box 64075
The Woodlands, TX 77387-4075

In accordance with the Plan, the expenses of administering the Plan are charged against the Trust assets, except to the extent paid from Forfeitures or assumed by the Company.

The Plan has designated Edward Ryan, General Counsel of Marriott International, Inc., as agent for service of legal process. Process may be served upon him in care of Marriott International, Inc., Retirement Plans Management, Dept. 52-935.40, 10400 Fernwood Road, Bethesda, MD 20817. Legal process may also be served upon the Plan Administrator or the Plan Trustee.

Plan records are kept on a calendar year (Plan year) basis.
The IRS has assigned Marriott International, Inc. Employer Identification Number 52-2055918. The Plan number is 002.

The authority for all other matters in connection with the operation and administration of the Plan, including adopting, applying, and interpreting rules of the Plan, rests with the Plan Administrator and the Profit Sharing Committee acting as the Plan Administrator. The Plan Administrator and the Profit Sharing Committee and its members are “fiduciaries” of the Plan within the meaning of Section 402(a) of ERISA for purposes of administration of the Plan. Any action on matters within the discretionary power and authority of the Plan Administrator or the Profit Sharing Committee acting as the Plan Administrator will be final and binding on all participants and those claiming rights under the Plan, including beneficiaries.

**PLAN PARTICIPANTS’ RIGHTS**

**FILING A CLAIM FOR BENEFITS**

If you believe you are entitled to benefits and the Plan and such benefits have not been offered to you, you may file a claim for benefits in writing to the Plan Administrator at the following address:

Marriott International, Inc.
Retirement Plans Management
10400 Fernwood Rd.
Dept. 52-935.40
Bethesda, MD  20817

The Plan Administrator (or its delegate) will respond to your claim within 90 days of receipt of the claim, unless special circumstances require that the time be extended to no later than 180 days after receipt of the claim. If more than 90 days are needed, you will be notified of this in writing and given a date by which a determination is expected to be made. (If you do not hear from the Plan Administrator within 60 days, you should call 1-301-380-7530 to see if your claim was received.) The notice of a denied claim (i) will specify the reason or reasons for the denial; (ii) will have specific references to pertinent Plan provisions upon which the denial is based; (iii) if applicable, will describe any additional information or material necessary for you to perfect your claim and why this information is necessary; and (iv) will have an explanation of the Plan’s claim review procedures, including your right to file suit in state or federal court, if applicable.

**APPEALING A DECISION**

If you believe that your claim was improperly denied, you will have 90 days after you receive the denial to ask the Profit Sharing Committee to review the denial. You must file your request in writing. During this time, you may review pertinent documents and may submit issues and comments in writing. The Profit Sharing Committee will have 60 days in which to consider your request for review. If special circumstances require an extension of time for processing, the Profit Sharing Committee may have an additional 60 days to answer your request. You will receive a written notice if extra days are needed. If you do not receive a response within the stated time frame, your appeal will be deemed to have been denied. The decision of the Profit Sharing Committee will tell you the specific reasons for its actions, and refer you to the specific Plan provisions upon which its decision is based. The Plan Administrator has full discretion to construe and interpret the terms of the Plan. The determination of the Plan Administrator is final and binding on all parties.

If you would like the Profit Sharing Committee to review a denied claim, send a written request to the Plan Administrator at the following address:
USERRA RIGHTS
If the Company has reemployed you according to the reemployment provisions of the Uniformed Services Employment and Reemployment Rights Act ("USERRA") after a period of qualifying military service (as determined under USERRA), you have certain rights.

Your period of military service will count as Vesting Service and eligibility Service under the Plan. In addition, you may make up contributions missed during your period of qualifying military service by contributing up to the amount the Plan would have permitted you to contribute during the period of qualifying military service had you been employed by the Company during that period. You will have up to three times the period of qualifying military service to make up the missed contributions (but not more than five years from your date of reemployment).

In addition, if the Company made Company contributions during your period of qualifying military service, you will receive a Company contribution in the same amount that you would have received had you been employed by the Company during that period (to receive company matching contributions, you must make up your required contributions). If you have an outstanding Retirement Savings & Profit Sharing Plan loan when you begin your period of qualifying military service, your loan repayments will be suspended during this period. In addition, when you return to employment in accordance with the provisions of USERRA, your period of military leave of absence will be added to the repayment term of your loan.

The Plan will not credit any earnings to your Retirement Savings & Profit Sharing Plan Account with respect to any contributions before you or the Company actually makes the contributions to the Plan.

In addition to these USERRA rights, you may have additional rights while on active military duty. (See “Death Benefits for Beneficiaries” in the Withdrawing Money When You Leave the Company section and the definition of “Pay” in the Important Plan Definitions section for more information.

ERISA INFORMATION
As a participant in the Plan, you are entitled to certain rights and protections provided by the Employee Retirement Income Security Act of 1974 (ERISA). You are entitled to:

Receive Information About Your Plan and Benefits
• Examine, without charge, at the Plan Administrator’s office and, upon 10 days’ notice at any worksite, all Plan documents and copies of all documents, such as the latest annual report (Form 5500 Series), filed by the Plan with the U.S. Department of Labor, and available at the Public Disclosure Room of the Employee Benefits Security Administration.
• Obtain, upon written request to the Plan Administrator, copies of all Plan documents and other Plan information, including copies of the latest annual report (Form 5500 Series) and updated Summary Plan Description. The Plan Administrator may make a reasonable charge for the copies.
• Receive a summary of the Plan’s annual financial report, a copy of which by law must be furnished by the Plan Administrator to each participant.
• Obtain a statement of your Plan benefits at least once every 12 months.
• Obtain the Plan operating expenses upon written request to the Plan Administrator.
Prudent Actions by Plan Fiduciaries

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the Plan. The people who operate the Plan, called “fiduciaries,” have a duty to do so prudently and in the interest of all Plan participants and beneficiaries.

No one, including the Company, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a benefit or exercising your rights under ERISA.

Enforce Your Rights

If your claim for benefits is denied or ignored, in whole or in part, you have a right to know why this was done and to obtain copies of documents relating to the decision without charge. You also have the right to have the Plan Administrator review and reconsider your claim within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request materials from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to $110 a day until you receive them, unless they were not sent for reasons beyond the Plan Administrator’s control.

If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or federal court.

In addition, if you disagree with the Plan Administrator’s decision, or lack thereof, concerning the qualified status of a domestic relations order, you may file suit in federal court.

If the Plan’s fiduciaries misuse the Plan’s funds or you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor or file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay costs and fees, for example, if it finds your claim is frivolous.

Upon written request, the Plan Administrator will furnish any Plan participant or Beneficiary with information as to whether a particular subsidiary is included in the Plan and, if so, the subsidiary’s address. A complete list of Company subsidiaries sponsoring the Plan may be obtained by participants and beneficiaries upon written request to the Plan Administrator. The list is available for examination during normal business hours at the principal office of the Company and, upon 10 days’ notice, will be made available for examination at any worksite.

Provisions of ERISA respecting Plan Termination Insurance do not apply to the Plan. None of the benefits provided by this Plan are insured by the Pension Benefit Guaranty Corporation since the pension benefit insurance provisions of ERISA do not apply to individual account plans.

Assistance with Your Questions

If you have any questions about the Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest Office of the Employee Benefits Security Administration (EBSA), U.S. Department of Labor, listed in your telephone directory, or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publication hotline of the Employee Benefits Security Administration at 1-866-444-3272 or logging on to www.dol.gov/ebsa.
**FORMS AND BROCHURES**

The following are available by visiting the myHR Website at [www.4myHR.com](http://www.4myHR.com) or by calling the myHR Service Center at **1-888-88-4myHR (1-888-884-6947)**. (Associates no longer employed at Marriott can log on at [www.marriottbenefits.com](http://www.marriottbenefits.com)) Outside the United States, Puerto Rico, Guam, the U.S. Virgin Islands and Canada, call **(847) 883-2084**. (This is a toll call.)

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<thead>
<tr>
<th>Item</th>
<th>Purpose</th>
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<tbody>
<tr>
<td>Rollover Contribution Form</td>
<td>To roll over money from one existing IRA or previous employer’s plan into the Retirement Savings &amp; Profit Sharing Plan.</td>
</tr>
<tr>
<td>Hardship Withdrawal Form</td>
<td>To request a hardship withdrawal from the Plan.</td>
</tr>
<tr>
<td>Early Loan Payoff Invoice</td>
<td>Must accompany a check for the early payoff of a loan.</td>
</tr>
<tr>
<td>Primary Residence Loan Application</td>
<td>Must be completed and submitted with required documentation when applying for a primary residence loan.</td>
</tr>
<tr>
<td>Loan Repayment Coupons</td>
<td>To be included with the check for the monthly loan repayment amount.</td>
</tr>
<tr>
<td>Backcharge Contribution Form</td>
<td>Must accompany a Backcharge check.</td>
</tr>
<tr>
<td>Payment Rights Notice</td>
<td>Advises you of your tax rights on payments taken from the Retirement Savings &amp; Profit Sharing Plan.</td>
</tr>
<tr>
<td>Account Statements</td>
<td>List your contributions, account balance, investment direction, and other personalized information.</td>
</tr>
<tr>
<td>Fund Prospectus</td>
<td>Explains a fund’s objectives, investment directions, fees, and other fund-specific information.</td>
</tr>
<tr>
<td>Enrollment Kit</td>
<td>Enrollment materials mailed to associates when they become pre-eligible to participate in the Retirement Savings &amp; Profit Sharing Plan.</td>
</tr>
<tr>
<td>IRS Letter of Favorable Determination</td>
<td>Documentation proving that the Retirement Savings &amp; Profit Sharing Plan is a qualified plan.</td>
</tr>
<tr>
<td>Annual Fee Disclosure Statement</td>
<td>Document that defines all fees paid by participants of the Retirement Savings &amp; Profit Sharing Plan.</td>
</tr>
</tbody>
</table>