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

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**FORM 10-Q**

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

For the quarterly period ended March 31, 2018

OR

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

Commission file number 001-32514

**DIAMONDROCK HOSPITALITY COMPANY**

(Exact Name of Registrant as Specified in Its Charter)

Maryland  
(State of Incorporation)

20-1180098  
(I.R.S. Employer Identification No.)

2 Bethesda Metro Center, Suite 1400, Bethesda, Maryland  
(Address of Principal Executive Offices)

20814  
(Zip Code)

(240) 744-1150  
(Registrant's telephone number, including area code)

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

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

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

Large accelerated filer       Accelerated filer       Non-accelerated filer       Smaller reporting company   
Emerging growth company       (Do not check if a smaller reporting company)

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

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

The registrant had 200,562,761 shares of its \$0.01 par value common stock outstanding as of May 4, 2018.

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**PART I. FINANCIAL INFORMATION**

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**PART I. FINANCIAL INFORMATION**  
**Item I. Financial Statements**

**DIAMONDROCK HOSPITALITY COMPANY**  
**CONDENSED CONSOLIDATED BALANCE SHEETS**  
(in thousands, except share and per share amounts)  
**(unaudited)**

ASSETS	March 31, 2018	December 31, 2017
Property and equipment, net	\$ 2,810,965	\$ 2,692,286
Restricted cash	38,395	40,204
Due from hotel managers	100,343	86,621
Favorable lease assets, net	46,731	26,690
Prepaid and other assets	36,220	71,488
Cash and cash equivalents	69,092	183,569
Total assets	<b>\$ 3,101,746</b>	<b>\$ 3,100,858</b>
<b>LIABILITIES AND STOCKHOLDERS' EQUITY</b>		
<b>Liabilities:</b>		
Mortgage and other debt, net of unamortized debt issuance costs	\$ 639,334	\$ 639,639
Term loans, net of unamortized debt issuance costs	298,268	298,153
Total debt	937,602	937,792
Deferred income related to key money, net	12,036	14,307
Unfavorable contract liabilities, net	75,459	70,734
Deferred ground rent	88,116	86,614
Due to hotel managers	89,738	74,213
Dividends declared and unpaid	25,605	25,708
Accounts payable and accrued expenses	55,441	57,845
Total liabilities	1,283,997	1,267,213
<b>Stockholders' Equity:</b>		
Preferred stock, \$0.01 par value; 10,000,000 shares authorized; no shares issued and outstanding	—	—
Common stock, \$0.01 par value; 400,000,000 shares authorized; 200,562,761 and 200,306,733 shares issued and outstanding at March 31, 2018 and December 31, 2017, respectively	2,006	2,003
Additional paid-in capital	2,066,584	2,061,451
Accumulated deficit	(250,841)	(229,809)
Total stockholders' equity	1,817,749	1,833,645
Total liabilities and stockholders' equity	<b>\$ 3,101,746</b>	<b>\$ 3,100,858</b>

The accompanying notes are an integral part of these condensed consolidated financial statements.

**DIAMONDROCK HOSPITALITY COMPANY**  
**CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS**  
**(in thousands, except per share amounts)**  
**(unaudited)**

	<b>Three Months Ended March 31,</b>	
	<b>2018</b>	<b>2017</b>
<b>Revenues:</b>		
Rooms	\$ 128,978	\$ 137,832
Food and beverage	40,792	44,778
Other	11,760	13,600
Total revenues	181,530	196,210
<b>Operating Expenses:</b>		
Rooms	35,600	36,901
Food and beverage	27,454	29,466
Management fees	2,833	6,012
Other hotel expenses	73,463	71,659
Depreciation and amortization	24,902	24,363
Hotel acquisition costs	—	2,251
Corporate expenses	9,786	6,262
Gain on business interruption insurance	(6,027)	—
Total operating expenses, net	168,011	176,914
<b>Operating profit</b>	<b>13,519</b>	<b>19,296</b>
Interest and other income, net	(511)	(359)
Interest expense	9,877	9,513
Total other expenses, net	9,366	9,154
<b>Income before income taxes</b>	<b>4,153</b>	<b>10,142</b>
Income tax benefit (expense)	185	(1,255)
<b>Net income</b>	<b>\$ 4,338</b>	<b>\$ 8,887</b>
<b>Earnings per share:</b>		
Basic earnings per share	\$ 0.02	\$ 0.04
Diluted earnings per share	\$ 0.02	\$ 0.04

The accompanying notes are an integral part of these condensed consolidated financial statements.

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**DIAMONDROCK HOSPITALITY COMPANY**  
**CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS**  
(in thousands)  
(unaudited)

	Three Months Ended March 31,	
	2018	2017
<b>Cash flows from operating activities:</b>		
Net income	\$ 4,338	\$ 8,887
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization	24,902	24,363
Corporate asset depreciation as corporate expenses	52	16
Non-cash ground rent	1,535	1,550
Amortization of debt issuance costs	461	542
Amortization of favorable and unfavorable contracts, net	(478)	(478)
Amortization of deferred income related to key money	(2,271)	(709)
Stock-based compensation	2,458	1,322
Changes in assets and liabilities:		
Prepaid expenses and other assets	13,937	1,849
Due to/from hotel managers	(5,888)	(8,314)
Accounts payable and accrued expenses	(5,441)	(4,204)
<b>Net cash provided by operating activities</b>	<b>33,605</b>	<b>24,824</b>
<b>Cash flows from investing activities:</b>		
Hotel capital expenditures	(25,823)	(30,286)
Hotel acquisitions	(119,049)	(93,795)
Proceeds from property insurance	21,219	—
<b>Net used in investing activities</b>	<b>(123,653)</b>	<b>(124,081)</b>
<b>Cash flows from financing activities:</b>		
Scheduled mortgage debt principal payments	(3,442)	(2,921)
Proceeds from sale of common stock, net	2,746	—
Draws on senior unsecured credit facility	65,000	—
Repayments of senior unsecured credit facility	(65,000)	—
Payment of cash dividends	(25,362)	(25,274)
Repurchase of common stock	(180)	(529)
<b>Net cash used in financing activities</b>	<b>(26,238)</b>	<b>(28,724)</b>
Net decrease cash, cash equivalents, and restricted cash	(116,286)	(127,981)
Cash, cash equivalents, and restricted cash at beginning of period	223,773	289,164
Cash, cash equivalents, and restricted cash at end of period	<b>\$ 107,487</b>	<b>\$ 161,183</b>

The accompanying notes are an integral part of these condensed consolidated financial statements.

**DIAMONDROCK HOSPITALITY COMPANY**  
**CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS - (CONTINUED)**  
**(in thousands)**  
**(unaudited)**

**Supplemental Disclosure of Cash Flow Information:**

	<b>Three Months Ended March 31,</b>	
	<b>2018</b>	<b>2017</b>
Cash paid for interest	\$ 9,158	\$ 9,345
Cash paid for income taxes	\$ 86	\$ 398
<b>Non-cash Investing and Financing Activities:</b>		
Unpaid dividends	\$ 25,605	\$ 25,464
Loan assumed in hotel acquisition	\$ 2,943	\$ —

The following table provides a reconciliation of cash, cash equivalents, and restricted cash reported within the condensed consolidated balance sheets to the amount shown within the condensed consolidated statements of cash flows:

	<b>March 31, 2018</b>	<b>December 31, 2017</b>
Cash and cash equivalents	\$ 69,092	\$ 183,569
Restricted cash (1)	38,395	40,204
Total cash, cash equivalents, and restricted cash	\$ 107,487	\$ 223,773

- (1) Restricted cash primarily consists of reserves for replacement of furniture and fixtures held by our hotel managers and cash held in escrow pursuant to lender requirements.

The accompanying notes are an integral part of these condensed consolidated financial statements.

**DIAMONDROCK HOSPITALITY COMPANY**

**Notes to the Condensed Consolidated Financial Statements  
(Unaudited)**

**1. Organization**

DiamondRock Hospitality Company (the “Company” or “we”) is a lodging-focused real estate company that owns a portfolio of premium hotels and resorts. Our hotels are concentrated in key gateway cities and in destination resort locations and the majority of our hotels are operated under a brand owned by one of the leading global lodging brand companies (Marriott International, Inc. or Hilton Worldwide). We are an owner, as opposed to an operator, of the hotels in our portfolio. As an owner, we receive all of the operating profits or losses generated by our hotels after we pay fees to the hotel managers, which are based on the revenues and profitability of the hotels.

As of March 31, 2018, we owned 30 hotels with 9,949 guest rooms, located in the following markets: Atlanta, Georgia; Boston, Massachusetts (2); Burlington, Vermont; Charleston, South Carolina; Chicago, Illinois (2); Denver, Colorado (2); Fort Lauderdale, Florida; Fort Worth, Texas; Huntington Beach, California; Key West, Florida (2); New York, New York (4); Phoenix, Arizona; Salt Lake City, Utah; San Diego, California; San Francisco, California; Sedona, Arizona (2); Sonoma, California; South Lake Tahoe, California; Washington D.C. (2); St. Thomas, U.S. Virgin Islands; and Vail, Colorado. As of March 31, 2018, the Frenchman's Reef & Morning Star Marriott Beach Resort and Havana Cabana Key West are closed as a result of damage incurred from Hurricanes Irma and Maria in September 2017. Havana Cabana Key West reopened in April 2018.

We conduct our business through a traditional umbrella partnership real estate investment trust, or UPREIT, in which our hotel properties are owned by our operating partnership, DiamondRock Hospitality Limited Partnership, or subsidiaries of our operating partnership. The Company is the sole general partner of our operating partnership and currently owns, either directly or indirectly, all of the limited partnership units of our operating partnership.

**2. Summary of Significant Accounting Policies**

*Basis of Presentation*

We have condensed or omitted certain information and footnote disclosures normally included in financial statements presented in accordance with U.S. generally accepted accounting principles, or U.S. GAAP, in the accompanying unaudited condensed consolidated financial statements. We believe the disclosures made are adequate to prevent the information presented from being misleading. However, the unaudited condensed consolidated financial statements should be read in conjunction with the audited consolidated financial statements and notes thereto as of and for the year ended December 31, 2017, included in our Annual Report on Form 10-K filed on February 27, 2018.

In our opinion, the accompanying unaudited condensed consolidated financial statements reflect all adjustments necessary to present fairly our financial position as of March 31, 2018, and the results of our operations and cash flows for the three months ended March 31, 2018 and 2017. Interim results are not necessarily indicative of full-year performance because of the impact of seasonal and short-term variations.

Our financial statements include all of the accounts of the Company and its subsidiaries in accordance with U.S. GAAP. All intercompany accounts and transactions have been eliminated in consolidation. If the Company determines that it has an interest in a variable interest entity within the meaning of the Financial Accounting Standards Board (“FASB”) Accounting Standards Codification (“ASC”) 810, *Consolidation*, the Company will consolidate the entity when it is determined to be the primary beneficiary of the entity. Our operating partnership meets the criteria of a variable interest entity. The Company is the primary beneficiary and, accordingly, we consolidate our operating partnership.

*Use of Estimates*

The preparation of the financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

*Property and Equipment*

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Following the adoption of Accounting Standards Update (“ASU”) No. 2017-01, investments in hotel properties, land, land improvements, building and furniture, fixtures and equipment and identifiable intangible assets are generally accounted for as asset acquisitions and recorded at relative fair value based upon total accumulated cost of the acquisition. Direct acquisition-related costs are capitalized as a component of the acquired assets. Property and equipment purchased after the hotel acquisition date is recorded at cost. Replacements and improvements are capitalized, while repairs and maintenance are expensed as incurred. Upon the sale or retirement of a fixed asset, the cost and related accumulated depreciation are removed from the Company’s accounts and any resulting gain or loss is included in the statements of operations.

Depreciation is computed using the straight-line method over the estimated useful lives of the assets, generally 5 to 40 years for buildings, land improvements, and building improvements and 1 to 10 years for furniture, fixtures and equipment. Leasehold improvements are amortized over the shorter of the lease term or the useful lives of the related assets.

We review our investments in hotel properties for impairment whenever events or changes in circumstances indicate that the carrying value of the hotel properties may not be recoverable. Events or circumstances that may cause a review include, but are not limited to, adverse changes in the demand for lodging at the properties due to declining national or local economic conditions and/or new hotel construction in markets where the hotels are located. When such conditions exist, management performs an analysis to determine if the estimated undiscounted future cash flows from operations and the proceeds from the ultimate disposition of a hotel, less costs to sell, exceed its carrying value. If the estimated undiscounted future cash flows are less than the carrying amount of the asset, an adjustment to reduce the carrying amount to the related hotel’s estimated fair market value is recorded and an impairment loss is recognized.

We will classify a hotel as held for sale in the period that we have made the decision to dispose of the hotel, a binding agreement to purchase the property has been signed under which the buyer has committed a significant amount of nonrefundable cash and no significant financing or other contingencies exist which could cause the transaction to not be completed in a timely manner. If these criteria are met, we will record an impairment loss if the fair value less costs to sell is lower than the carrying amount of the hotel and related assets and will cease recording depreciation expense. We will classify the assets and related liabilities as held for sale on the balance sheet.

### *Revenue Recognition*

Revenues from operations of the hotels are recognized when the goods or services are provided, and thereby the performance obligations are satisfied. Revenues consist of room sales, food and beverage sales, and other hotel department revenues, such as telephone, parking, gift shop sales and resort fees. Room revenue is generated through contracts with customers whereby the customers agrees to pay a daily rate for the right to use a hotel room. Our contract performance obligations are fulfilled at the end of the day that the customer is provided the room and revenue is recognized daily at the contract rate.

Food and beverage revenue is generated through contracts with customers whereby the customer agrees to pay a contract rate for restaurant dining services or banquet services. Our contract performance obligations are fulfilled at the time that the food and beverage is provided to the customer or when the banquet facilities and related dining amenities are provided to the customer. We recognize food and beverage revenue upon the fulfillment of the contract with the customer. Other revenues are recognized at the point in time or over the time period that goods or services are provided to the customer.

Certain ancillary services are provided by third parties and we assess whether we are the principal or agent in these arrangements. If we are the agent, revenue is recognized based upon the commission earned from the third party. If we are the principal, we recognize revenue based upon the gross sales price. Certain of our hotels have retail spaces, restaurants or other spaces which we lease to third parties. Lease revenue is recognized on a straight-line basis over the life of the lease and included in other operating revenues in our condensed consolidated statements of operations.

Hotel operating revenues are disaggregated on the face of the condensed consolidated statements of operations into the categories of rooms revenue, food and beverage revenue, and other revenue to demonstrate how economic factors affect the nature, amount, timing, and uncertainty of revenue and cash flows.

The following table provides information about trade receivables and contract liabilities (in thousands):

	<b>March 31, 2018</b>	<b>December 31, 2017</b>
Trade receivables (1)	\$ 26,506	\$ 17,919
Advance deposits as deferred revenue (2)	15,584	14,754



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- (1) Included within due from hotel managers on the accompanying condensed consolidated balance sheets.
- (2) Included within due to hotel managers on the accompanying condensed consolidated balance sheets.

Advance deposits are provided when a customer or group of customers provides a deposit for a future stay or banquet event at our hotels. Advance deposits are converted to revenue when the services are provided to the customer or when a customer with a noncancelable reservation fails to arrive for part or all of the reservation. Conversely, advance deposits are generally refundable upon guest cancellation of the related reservation within an established period of time prior to the reservation.

### *Earnings Per Share*

Basic earnings per share is calculated by dividing net income by the weighted-average number of common shares outstanding during the period. Diluted earnings per share is calculated by dividing net income by the weighted-average number of common shares outstanding during the period plus other potentially dilutive securities such as equity awards or shares issuable in the event of conversion of operating partnership units. No adjustment is made for shares that are anti-dilutive during a period.

### *Stock-based Compensation*

We account for stock-based employee compensation using the fair value based method of accounting. We record the cost of awards with service or market conditions based on the grant-date fair value of the award. That cost is recognized over the period during which an employee is required to provide service in exchange for the award. No compensation cost is recognized for equity instruments for which employees do not render the requisite service.

### *Income Taxes*

We account for income taxes using the asset and liability method. Deferred tax assets and liabilities are recognized for the estimated future tax consequences attributable to the differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases. Deferred tax assets and liabilities are measured using enacted tax rates in effect for the year in which those temporary differences are expected to be recovered or settled. The effect on deferred tax assets and liabilities from a change in tax rates is recognized in earnings during the period in which the new rate is enacted. However, deferred tax assets are recognized only to the extent that it is more likely than not that they will be realized based on consideration of all available evidence, including the future reversals of existing taxable temporary differences, future projected taxable income and tax planning strategies. Valuation allowances are provided if, based upon the weight of the available evidence, it is more likely than not that some or all of the deferred tax assets will not be realized.

We have elected to be treated as a real estate investment trust ("REIT") under the provisions of the Internal Revenue Code of 1986, as amended (the "Code"), which requires that we distribute at least 90% of our taxable income annually to our stockholders and comply with certain other requirements. In addition to paying federal and state taxes on any retained income, we may be subject to taxes on "built-in gains" on sales of certain assets. Our taxable REIT subsidiaries will generally be subject to federal, state, local, and/or foreign income taxes.

In order for the income from our hotel property investments to constitute "rents from real properties" for purposes of the gross income tests required for REIT qualification, the income we earn cannot be derived from the operation of any of our hotels. Therefore, we lease each of our hotel properties to a wholly owned subsidiary of Bloodstone TRS, Inc., our primary taxable REIT subsidiary, or TRS, except for the Frenchman's Reef & Morning Star Marriott Beach Resort, which is owned by a Virgin Islands corporation, which we have elected to be treated as a TRS.

We had no accruals for tax uncertainties as of March 31, 2018 and December 31, 2017.

### *Fair Value Measurements*

In evaluating fair value, U.S. GAAP outlines a valuation framework and creates a fair value hierarchy that distinguishes between market assumptions based on market data (observable inputs) and a reporting entity's own assumptions about market data (unobservable inputs). The hierarchy ranks the observability of inputs used to determine fair value, which are then classified and disclosed in one of the three categories. The three levels are as follows:

- Level 1 - Inputs are quoted prices (unadjusted) in active markets for identical assets or liabilities
- Level 2 - Inputs include quoted prices in active markets for similar assets and liabilities, quoted prices for identical or similar assets in markets that are not active and model-derived valuations whose inputs are observable
- Level 3 - Model-derived valuations with unobservable inputs

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### *Intangible Assets and Liabilities*

Intangible assets and liabilities are recorded on non-market contracts assumed as part of the acquisition of certain hotels. We review the terms of agreements assumed in conjunction with the purchase of a hotel to determine if the terms are favorable or unfavorable compared to an estimated market agreement at the acquisition date. Favorable lease assets or unfavorable contract liabilities are recorded at the acquisition date and amortized using the straight-line method over the term of the agreement. We do not amortize intangible assets with indefinite useful lives, but we review these assets for impairment annually or at interim periods if events or circumstances indicate that the asset may be impaired.

### *Accounting for Impacts of Natural Disasters*

Assets destroyed or damaged as a result of natural disasters or other involuntary events are written off or reduced in carrying value to their salvage value. When recovery of all or a portion of the amount of property damage loss or other covered expenses through insurance proceeds is demonstrated to be probable, a receivable is recorded and offsets the loss or expense up to the amount of the total loss or expense. No gain is recorded until all contingencies related to the insurance claim have been resolved. Income resulting from business interruption insurance is not recognized until all contingencies related to the insurance recoveries are resolved.

In September 2017, Hurricanes Irma and Maria caused significant damage to the Frenchman's Reef & Moring Star Marriott Beach Resort and the Havana Cabana Key West. We are pursuing insurance claims for the remediation of property damage and business interruption at these hotels. During the three months ended March 31, 2018, we received \$40.0 million of insurance proceeds under these claims, of which \$18.8 million is related to business interruption and \$21.2 million is related to property casualty losses. For the three months ended March 31, 2018, we recognized a \$6.0 million gain on business interruption insurance on our accompanying condensed consolidated statement of operations, which is in addition to \$1.9 million of expense reimbursements from insurance recorded within other hotel expenses on our accompanying condensed consolidated statement of operations.

### *Recently Issued Accounting Pronouncements*

In January 2017, the FASB issued ASU No. 2017-01, *Business Combinations (Topic 805): Clarifying the Definition of a Business*, which clarifies the definition of a business to assist entities with evaluating whether transactions should be accounted for as acquisitions of assets or business combinations. As a result of the standard, we anticipate that the majority of our hotel acquisitions will be considered asset purchases as opposed to business combinations. However, the determination will be made on a transaction-by-transaction basis and we do not expect the determination to materially change the recognition of the assets and liabilities acquired. This standard is effective for annual periods beginning after December 15, 2017. We adopted ASU No. 2017-01 effective January 1, 2018. This standard will be applied on a prospective basis and, therefore, it does not affect the accounting for any of our transactions prior to January 1, 2018. Refer to Note 9 for more information about our two hotel property acquisitions during the three months ended March 31, 2018, which were both asset purchases.

In November 2016, the FASB issued ASU No. 2016-18, *Statement of Cash Flows (Topic 230): Restricted Cash*, which requires that the statement of cash flows explain the change during the period in the total cash, cash equivalents, and amounts generally described as restricted cash or restricted cash equivalents. This standard is effective for annual periods beginning after December 15, 2017. We adopted ASU No. 2016-18 effective January 1, 2018. The adoption of ASU No. 2016-18 changed the presentation of the statement of cash flows for the Company and we utilized a retrospective transition method for each period presented within financial statements for periods subsequent to the date of adoption. Restricted cash reserves are included with cash and cash equivalents on our consolidated statements of cash flows for all periods presented. There was no impact to the condensed consolidated statements of income or the condensed consolidated balance sheets.

In August 2016, the FASB issued ASU No. 2016-15, *Statement of Cash Flows (Topic 230): Classification of Certain Cash Receipts and Cash Payments*, which clarifies and provides specific guidance on eight cash flow classification issues with an objective to reduce the current diversity in practice. This standard will be effective for annual periods beginning after December 15, 2017. We adopted ASU No. 2016-15 effective January 1, 2018 and it did not have an impact on our consolidated financial statements.

In May 2014, the FASB issued ASU No. 2014-09, *Revenue from Contracts with Customers (Topic 606)*, which affects virtually all aspects of an entity's revenue recognition. The new standard sets forth five prescribed steps to determine the timing and amount of revenue to be recognized to appropriately depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. In August

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2015, the FASB issued ASU No. 2015-14, *Revenue from Contracts with Customers (Topic 606): Deferral of the Effective Date*, which deferred the effectiveness of ASU No. 2014-09 to reporting periods beginning after December 15, 2017 and permitted early application for annual reporting periods beginning after December 15, 2016. By working in conjunction with our hotel operators, we completed our evaluation of the effect that ASU No. 2014-09 will have on our consolidated financial statements. Because of the short-term, day-to-day nature of our hotel revenues, we determined that the pattern of revenue recognition does not change significantly. Furthermore, we do not expect the standard to significantly impact the recognition of or accounting for real estate sales to third parties, since we primarily dispose of real estate in exchange for cash with few contingencies. We adopted the new standard effective January 1, 2018 under the cumulative effect transition method. No adjustment was recorded to the Company's opening balance of retained earnings on January 1, 2018 as there was no impact to net income for the Company.

In February 2016, the FASB issued ASU No. 2016-02, *Leases (Topic 842)*, which primarily changes the lessee's accounting for operating leases by requiring recognition of lease right-of-use assets and lease liabilities. This standard is effective for annual reporting periods beginning after December 15, 2018, with early adoption permitted. The primary impact of the new standard will be to the treatment of our ground leases, which represent a majority of all of our operating lease payments. We are continuing to evaluate the effect of ASU 2016-02 on our consolidated financial statements and related disclosures.

### 3. Property and Equipment

Property and equipment as of March 31, 2018 and December 31, 2017 consists of the following (in thousands):

	<b>March 31, 2018</b>	<b>December 31, 2017</b>
Land	\$ 617,694	\$ 602,879
Land improvements	7,994	7,994
Buildings and site improvements	2,515,520	2,414,216
Furniture, fixtures and equipment	448,983	423,987
Construction in progress	34,424	31,906
	<u>3,624,615</u>	<u>3,480,982</u>
Less: accumulated depreciation	(813,650)	(788,696)
	<u>\$ 2,810,965</u>	<u>\$ 2,692,286</u>

As of March 31, 2018 and December 31, 2017, we had accrued capital expenditures of \$24.4 million and \$11.7 million, respectively.

### 4. Favorable Lease Assets

In connection with the acquisition of certain hotels, we have recognized intangible assets for favorable leases. Our favorable lease assets, net of accumulated amortization of \$2.8 million and \$2.7 million as of March 31, 2018 and December 31, 2017, respectively, consist of the following (in thousands):

	<b>March 31, 2018</b>	<b>December 31, 2017</b>
Westin Boston Waterfront Hotel Ground Lease	\$ 17,589	\$ 17,643
Hotel Palomar Phoenix Ground Lease	20,144	—
Orchards Inn Sedona Annex Sublease	8,884	8,925
Lexington Hotel New York Tenant Leases	114	122
	<u>\$ 46,731</u>	<u>\$ 26,690</u>

Favorable lease assets are recorded at the acquisition date and are generally amortized using the straight-line method over the remaining non-cancelable term of the lease agreement. We recorded \$0.1 million of amortization expense for each of the three months ended March 31, 2018 and 2017.

In connection with our acquisition of the Hotel Palomar Phoenix on March 1, 2018, we recorded a \$20.1 million favorable lease asset. We determined the value using a discounted cash flow of the favorable difference between the contractual lease payments and estimated market rents. The market rents were estimated with the assistance of a third-party valuation firm and the discount rate was estimated using a risk adjusted rate of return. See Note 9 for further discussion of this favorable lease asset.

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## 5. Capital Stock

### *Common Shares*

We are authorized to issue up to 400 million shares of common stock, \$0.01 par value per share. Each outstanding share of common stock entitles the holder to one vote on all matters submitted to a vote of stockholders. Holders of our common stock are entitled to receive dividends out of assets legally available for the payment of dividends when authorized by our board of directors.

We have an “at-the-market” equity offering program (the “ATM program”), pursuant to which we may issue and sell shares of our common stock from time to time, having an aggregate offering price of up to \$200 million. During the three months ended March 31, 2018, we sold 230,719 shares of common stock at an average price of \$12.02 for net proceeds of \$2.7 million under the ATM program. As of March 31, 2018, there is \$197.2 million remaining under the ATM program.

Our board of directors has approved a share repurchase program authorizing us to repurchase up to \$150 million in shares of our common stock. Repurchases under this program are made in open market or privately negotiated transactions as permitted by federal securities laws and other legal requirements. This authority may be exercised from time to time and in such amounts as market conditions warrant, and subject to regulatory considerations. The timing, manner, price and actual number of shares repurchased depends on a variety of factors including stock price, corporate and regulatory requirements, market conditions, and other corporate liquidity requirements and priorities. The share repurchase program may be suspended or terminated at any time without prior notice. We have not repurchased any shares of our common stock during 2018 and we have \$150 million of authorized capacity remaining under our share repurchase program.

### *Dividends*

We have paid the following dividends to holders of our common stock during 2018 as follows:

<b>Payment Date</b>	<b>Record Date</b>	<b>Dividend per Share</b>
January 12, 2018	December 29, 2017	\$ 0.125
April 12, 2018	March 29, 2018	\$ 0.125

### *Preferred Shares*

We are authorized to issue up to 10 million shares of preferred stock, \$0.01 par value per share. Our board of directors is required to set for each class or series of preferred stock the terms, preferences, conversion or other rights, voting powers, restrictions, limitations as to dividends or other distributions, qualifications, and terms or conditions of redemption. As of March 31, 2018 and December 31, 2017, there were no shares of preferred stock outstanding.

### *Operating Partnership Units*

Holders of operating partnership units have certain redemption rights, which would enable them to cause our operating partnership to redeem their units in exchange for cash per unit equal to the market price of our common stock, at the time of redemption, or, at our option for shares of our common stock on a one-for-one basis. The number of shares issuable upon exercise of the redemption rights will be adjusted upon the occurrence of stock splits, mergers, consolidations or similar pro-rata share transactions, which otherwise would have the effect of diluting the ownership interests of the limited partners or our stockholders. As of March 31, 2018 and December 31, 2017, there were no operating partnership units held by unaffiliated third parties.

## 6. Stock Incentive Plans

We are authorized to issue up to 6,082,664 shares of our common stock under our 2016 Equity Incentive Plan (the "2016 Plan"), of which we have issued or committed to issue 769,533 shares as of March 31, 2018. In addition to these shares, additional shares of common stock could be issued in connection with the performance stock unit awards as further described below. The 2016 Plan replaced the 2004 Stock Option and Incentive Plan, as amended (the "2004 Plan"). We no longer make share grants and issuances under the 2004 Plan, although awards previously made under the 2004 Plan that are outstanding will remain in effect in accordance with the terms of that plan and the applicable award agreements.

### *Restricted Stock Awards*

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Restricted stock awards issued to our officers and employees generally vest over a three-year period from the date of the grant based on continued employment. We measure compensation expense for the restricted stock awards based upon the fair market value of our common stock at the date of grant. Compensation expense is recognized on a straight-line basis over the vesting period and is included in corporate expenses in the accompanying condensed consolidated statements of operations. A summary of our restricted stock awards from January 1, 2018 to March 31, 2018 is as follows:

	Number of Shares	Weighted- Average Grant Date Fair Value
Unvested balance at January 1, 2018	630,962	\$ 10.66
Granted	322,444	10.18
Vested	(287,148)	11.02
Unvested balance at March 31, 2018	666,258	\$ 10.27

The remaining share awards are expected to vest as follows: 51,061 shares during 2018, 301,235 shares during 2019, 206,486 shares during 2020, and 107,476 during 2021. As of March 31, 2018, the unrecognized compensation cost related to restricted stock awards was \$6.0 million and the weighted-average period over which the unrecognized compensation expense will be recorded is approximately 28 months. We recorded \$1.3 million and \$0.7 million, respectively, of compensation expense related to restricted stock awards for the three months ended March 31, 2018 and 2017. The compensation expense for the three months ended March 31, 2018 includes \$0.6 million related to the accelerated vesting of awards in connection with the departure of our former Chief Financial Officer.

### *Performance Stock Units*

Performance stock units (“PSUs”) are restricted stock units that vest three years from the date of grant. Each executive officer is granted a target number of PSUs (the “PSU Target Award”). For the PSUs issued in 2015 and vesting in 2018, the actual number of shares of common stock issued to each executive officer is subject to the achievement of certain levels of total stockholder return relative to the total stockholder return of a peer group of publicly traded lodging REITs over a three-year performance period. There will be no payout of shares of our common stock if our total stockholder return falls below the 30th percentile of the total stockholder returns of the peer group. The maximum number of shares of common stock issued to an executive officer is equal to 150% of the PSU Target Award and is earned if our total stockholder return is equal to or greater than the 75th percentile of the total stockholder returns of the peer group. For the PSUs issued in 2016 and vesting in 2019, the calculation of total stockholder return relative to the total stockholder return of a peer group over a three-year performance period remained in effect for 75% of the number of PSUs to be earned in the performance period. The remaining 25% is determined based on achieving improvement in market share for each of our hotels over the three-year performance period based on a report prepared for each hotel by STR Global, a well-recognized and universally accepted benchmarking service for the hospitality industry. For the PSUs issued in 2017 and 2018 and vesting in 2020 and 2021, respectively, the calculation of total stockholder return relative to the total stockholder return of a peer group over a three-year performance period applies to 50% of the number of PSUs to be earned in the performance period. The remaining 50% is determined based on achieving improvement in market share for each of our hotels over the three-year performance period.

We measure compensation expense for the PSUs based upon the fair market value of the award at the grant date. Compensation expense is recognized on a straight-line basis over the three-year performance period and is included in corporate expenses in the accompanying condensed consolidated statements of operations. The grant date fair value of the portion of the PSUs based on our relative total stockholder return is determined using a Monte Carlo simulation performed by a third-party valuation firm. The grant date fair value of the portion of the PSUs based on improvement in market share for each of our hotels is the closing price of our common stock on the grant date.

On March 2, 2018, our board of directors granted 264,509 PSUs to our executive officers. The grant date fair value of the portion of the PSUs based on our relative total stockholder return was \$9.52 using the assumptions of volatility of 26.9% and a risk-free rate of 2.40%. The grant date fair value of the portion of the PSUs based on hotel market share was \$10.18, the closing stock price of our common stock on such date.

A summary of our PSUs from January 1, 2018 to March 31, 2018 is as follows:

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	Number of Target Units	Weighted- Average Grant Date Fair Value
Unvested balance at January 1, 2018	785,797	\$ 10.42
Granted	264,509	9.84
Additional units from dividends	8,462	11.61
Vested (1)	(218,514)	11.98
Unvested balance at March 31, 2018	840,254	\$ 9.84

(1) The number of shares of common stock earned for the PSUs vested in 2018 was equal to 51.75% of the PSU Target Award.

The remaining target units are expected to vest as follows: 297,717 units during 2019, 278,028 units during 2020 and 264,509 units during 2021. The number of shares earned upon vesting is subject to the attainment of the performance goals described above. As of March 31, 2018, the unrecognized compensation cost related to the PSUs was \$4.6 million and is expected to be recognized on a straight-line basis over a weighted average period of 28 months. We recorded \$1.1 million and \$0.6 million, respectively, of compensation expense related to the PSUs for the three months ended March 31, 2018 and 2017. The compensation expense for the three months ended March 31, 2018 includes \$0.6 million related to the accelerated vesting of awards in connection with the departure of our former Chief Financial Officer.

## 7. Earnings Per Share

Basic earnings per share is calculated by dividing net income available to common stockholders by the weighted-average number of common shares outstanding. Diluted earnings per share is calculated by dividing net income available to common stockholders that has been adjusted for dilutive securities, by the weighted-average number of common shares outstanding including dilutive securities.

The following is a reconciliation of the calculation of basic and diluted earnings per share (in thousands, except share and per share data):

	Three Months Ended March 31,	
	2018	2017
<b>Numerator:</b>		
Net income	\$ 4,338	\$ 8,887
<b>Denominator:</b>		
Weighted-average number of common shares outstanding—basic	201,145,014	200,654,092
Effect of dilutive securities:		
Unvested restricted common stock	294,613	236,081
Shares related to unvested PSUs	336,205	947,409
Weighted-average number of common shares outstanding—diluted	201,775,832	201,837,582
<b>Earnings per share:</b>		
Basic earnings per share	\$ 0.02	\$ 0.04
Diluted earnings per share	\$ 0.02	\$ 0.04

## 8. Debt

The following table sets forth information regarding the Company's debt as of March 31, 2018 and December 31, 2017 (dollars in thousands):

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Loan	Interest Rate	Maturity Date	Principal Balance as of	
			March 31, 2018	December 31, 2017
Salt Lake City Marriott Downtown mortgage loan	4.25%	November 2020	56,295	56,717
Westin Washington D.C. City Center mortgage loan	3.99%	January 2023	64,307	64,833
The Lodge at Sonoma, a Renaissance Resort & Spa mortgage loan	3.96%	April 2023	28,115	28,277
Westin San Diego mortgage loan	3.94%	April 2023	64,487	64,859
Courtyard Manhattan / Midtown East mortgage loan	4.40%	August 2024	83,698	84,067
Renaissance Worthington mortgage loan	3.66%	May 2025	83,717	84,116
JW Marriott Denver at Cherry Creek mortgage loan	4.33%	July 2025	63,237	63,519
Boston Westin mortgage loan	4.36%	November 2025	197,135	198,046
New Market Tax Credit loan (1)	5.17%	December 2020	2,943	—
Unamortized debt issuance costs			(4,600)	(4,795)
Total mortgage and other debt, net of unamortized debt issuance costs			639,334	639,639
Unsecured term loan	LIBOR + 1.45% (2)	May 2021	100,000	100,000
Unsecured term loan	LIBOR + 1.45% (2)	April 2022	200,000	200,000
Unamortized debt issuance costs			(1,732)	(1,847)
Unsecured term loan, net of unamortized debt issuance costs			298,268	298,153
Senior unsecured credit facility	LIBOR + 1.50%	May 2020 (3)	—	—
Total debt, net of unamortized debt issuance costs			\$ 937,602	\$ 937,792
Weighted-Average Interest Rate	3.89%			

(1) Assumed in connection with the acquisition of the Hotel Palomar Phoenix in March 2018.

(2) The interest rate at March 31, 2018 was 3.11%.

(3) The credit facility may be extended for an additional year upon the payment of applicable fees and the satisfaction of certain customary conditions.

***Mortgage and Other Debt***

We have incurred limited recourse, property specific mortgage debt secured by certain of our hotels. In the event of default, the lender may only foreclose on the secured assets; however, in the event of fraud, misapplication of funds or other customary recourse provisions, the lender may seek payment from us. As of March 31, 2018, eight of our 30 hotels were secured by mortgage debt.

Our mortgage debt contains certain property specific covenants and restrictions, including minimum debt service coverage ratios that trigger “cash trap” provisions as well as restrictions on incurring additional debt without lender consent. As of March 31, 2018, we were in compliance with the financial covenants of our mortgage debt.

On March 1, 2018, in connection with our acquisition of the Hotel Palomar in Phoenix, Arizona, we assumed a \$2.9 million loan originated under a qualified New Market Tax Credit program. The loan is interest-only and bears an annual fixed interest rate equal to 5.17%. The loan matures on December 6, 2020.

***Senior Unsecured Credit Facility***

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We are party to a senior unsecured credit facility with a capacity up to \$300 million. The maturity date is May 2020 and may be extended for an additional year upon the payment of applicable fees and the satisfaction of certain customary conditions. The facility also includes an accordion feature to expand up to \$600 million, subject to lender consent. The interest rate on the facility is based upon LIBOR, plus an applicable margin based upon the Company's leverage ratio, as follows:

<b>Leverage Ratio</b>	<b>Applicable Margin</b>
Less than or equal to 35%	1.50%
Greater than 35% but less than or equal to 45%	1.65%
Greater than 45% but less than or equal to 50%	1.80%
Greater than 50% but less than or equal to 55%	2.00%
Greater than 55%	2.25%

In addition to the interest payable on amounts outstanding under the facility, we were required to pay an amount equal to 0.20% of the unused portion of the facility if the average usage of the facility was greater than 50% or 0.30% of the unused portion of the facility if the average usage of the facility was less than or equal to 50%.

The facility also contains various corporate financial covenants. A summary of the most restrictive covenants is as follows:

	<b>Covenant</b>	<b>Actual at March 31, 2018</b>
Maximum leverage ratio (1)	60%	28.2%
Minimum fixed charge coverage ratio (2)	1.50x	4.27x
Minimum tangible net worth (3)	\$1.92 billion	\$2.58 billion
Secured recourse indebtedness	Less than 45% of Total Asset Value	21.3%

- (1) Leverage ratio is net indebtedness, as defined in the credit agreement, divided by total asset value, defined in the credit agreement as the value of our owned hotels based on hotel net operating income divided by a defined capitalization rate.
- (2) Fixed charge coverage ratio is Adjusted EBITDA, generally defined in the credit agreement as EBITDA less FF&E reserves, for the most recently ending 12 months, to fixed charges, which is defined in the credit agreement as interest expense, all regularly scheduled principal payments and payments on capitalized lease obligations, for the same most recently ending 12-month period.
- (3) Tangible net worth, as defined in the credit agreement, is (i) total gross book value of all assets, exclusive of depreciation and amortization, less intangible assets, total indebtedness, and all other liabilities, plus (ii) 75% of net proceeds from future equity issuances.

As of March 31, 2018, we had no borrowings outstanding under the facility and the Company's leverage ratio was 28.2%. Accordingly, interest on our borrowings under the facility will be based on LIBOR plus 150 basis points for the following quarter. We incurred interest and unused credit facility fees on the facility of \$0.4 million and \$0.3 million for the three months ended March 31, 2018 and 2017, respectively. Subsequent to March 31, 2018, we borrowed \$20.0 million under the facility for general corporate purposes.

### **Unsecured Term Loans**

We are party to two five-year unsecured term loans. The financial covenants of the term loans are consistent with the covenants on our senior unsecured credit facility, which are described above. The interest rate on each of the term loans is based on a pricing grid ranging from 145 to 220 basis points over LIBOR, as follows:

<b>Leverage Ratio</b>	<b>Applicable Margin</b>
Less than or equal to 35%	1.45%
Greater than 35% but less than or equal to 45%	1.60%
Greater than 45% but less than or equal to 50%	1.75%
Greater than 50% but less than or equal to 55%	1.95%
Greater than 55%	2.20%



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As of March 31, 2018, the Company's leverage ratio was 28.2%. Accordingly, interest on our borrowings under the term loans will be based on LIBOR plus 145 basis points for the following quarter. We incurred interest on the term loans of \$2.3 million and \$0.6 million for the three months ended March 31, 2018 and 2017, respectively.

### 9. Acquisitions

On March 1, 2018, we acquired the 77-room Landing Resort & Spa in South Lake Tahoe, California, for a total contractual purchase price of \$42 million. The acquisition was funded with corporate cash. The acquisition is accounted for as an acquisition of assets; accordingly, our direct acquisition costs of \$0.5 million were capitalized. Upon acquisition of the hotel, we entered into a new management agreement with Two Roads Hospitality for an initial term of five years. The management agreement provides for a base management fee of 1.5% of gross revenues through 2020 and 1.75% of gross revenues for the remainder of the term. The management agreement also provides for an incentive management fee of 15% of hotel operating profit above an owner's priority, determined in accordance with the terms of the management agreement. The incentive management fee is capped at 1% of gross revenues for each year. The management agreement also specifies a corporate marketing contribution of 1% of gross revenues.

On March 1, 2018, we acquired the 242-room Hotel Palomar in Phoenix, Arizona, for a total contractual purchase price of \$80 million. The acquisition was funded with corporate cash. In connection with the acquisition, we assumed a \$2.9 million loan under a qualified New Market Tax Credit program. Refer to Note 8 for additional information about the loan. The acquisition is accounted for as an acquisition of assets; accordingly, our direct acquisition costs of \$0.1 million were capitalized. We assumed the existing management agreement with Kimpton Hotel and Restaurant Group. The management agreement provides for a base management fee of 3.5% of gross revenues. The management agreement also provides for an incentive management fee of 20% of hotel operating profit above an owner's priority, determined in accordance with the terms of the management agreement. The incentive management fee is capped at 1.5% of gross revenues for each year.

We lease the surface and air rights of the hotel property pursuant to a ground lease with the City of Phoenix. We own the building improvements fee simple. The ground lease expires in 2085, including all extension options. As lessee of government property, we are subject to a Government Property Lease Excise Tax ("GPLET") under Arizona state statute in lieu of ad valorem real estate taxes through the end of the term of the ground lease. We reviewed the terms of the ground lease and GPLET agreement and concluded that the terms of the ground lease are favorable to us compared with a typical market ground lease. Accordingly, we recorded a \$20.1 million favorable ground lease asset that will be amortized over the remaining term of the ground lease, including all extension options.

We assumed an agreement previously made with the lessee of the subsurface parking facility under the hotel, which requires us to pay 50% of the lessee's lease payments to the landlord—the City of Phoenix. The agreement is coterminous with the underlying subsurface ground lease, which expires in 2082, including all extensions at the lessee's option. We reviewed the terms of the parking agreement and concluded that the terms are unfavorable to us compared with a typical market parking agreement. Accordingly, we recorded a \$5.2 million unfavorable agreement liability that will be amortized over the remaining term of the parking agreement, including all extension options.

The following table summarizes the relative fair value of the assets acquired and liabilities assumed in our acquisitions (in thousands):

	<b>The Landing Resort &amp; Spa</b>	<b>Hotel Palomar Phoenix</b>
Land	\$ 14,816	\$ —
Building and improvements	24,351	59,921
Furnitures, fixtures and equipment	3,346	5,242
Total fixed assets	42,513	65,163
Favorable ground lease asset	—	20,144
Unfavorable contract liability	—	(5,203)
New Market Tax Credit loan assumption	—	(2,943)
Other assets and liabilities, net	(658)	497
Total	\$ 41,855	\$ 77,658

### 10. Fair Value of Financial Instruments

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The fair value of certain financial assets and liabilities and other financial instruments as of March 31, 2018 and December 31, 2017, in thousands, is as follows:

	March 31, 2018		December 31, 2017	
	Carrying Amount (1)	Fair Value	Carrying Amount (1)	Fair Value
Debt	\$ 937,602	\$ 917,993	\$ 937,792	\$ 942,529

(1) The carrying amount of debt is net of unamortized debt issuance costs.

The fair value of our debt is a Level 2 measurement under the fair value hierarchy (see Note 2). We estimate the fair value of our debt by discounting the future cash flows of each instrument at estimated market rates. The carrying value of our other financial instruments approximate fair value due to the short-term nature of these financial instruments.

## 11. Commitments and Contingencies

### *Litigation*

We are subject to various claims, lawsuits and legal proceedings, including routine litigation arising in the ordinary course of business, regarding the operation of our hotels and company matters. While it is not possible to ascertain the ultimate outcome of such matters, management believes that the aggregate amount of such liabilities, if any, in excess of amounts covered by insurance will not have a material adverse impact on our financial condition or results of operations. The outcome of claims, lawsuits and legal proceedings brought against the Company, however, is subject to significant uncertainties.

### *Other Matters*

As previously reported, in February 2016, the Company was notified by the franchisor of one of its hotels that as a result of low guest satisfaction scores, the Company was in default under the franchise agreement for that hotel. The Company continues to proactively work with the franchisor and the manager of the hotel and has developed and executed a plan aimed to improve guest satisfaction scores. To date, the guest satisfaction scores have improved so that the Company is no longer in default under the franchise agreement. However, if the guest satisfaction scores were to decrease again, the franchisor may again notify the Company that it is in default under the franchise agreement and that the franchisor is reserving all of its rights under the franchise agreement, including the right to terminate the franchise agreement in the future.

While the Company continues to work diligently with the franchisor and manager to maintain the guest satisfaction scores at a level such that the Company does not fall back into default, no assurance can be given that the Company will be successful. If the Company is not successful, the franchisor may seek to terminate the franchise agreement and assert a claim it is owed a termination fee, including a payment for liquidated damages, which could result in a material adverse effect on the Company's business, financial condition or results of operation.

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

*This report contains certain forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended. The Company intends such forward-looking statements to be covered by the safe harbor provisions for forward-looking statements contained in the Private Securities Litigation Reform Act of 1995 and includes this statement for purposes of complying with these safe harbor provisions. These forward-looking statements are generally identifiable by use of the words "believe," "expect," "intend," "anticipate," "estimate," "project" or similar expressions, whether in the negative or affirmative. Forward-looking statements are based on management's current expectations and assumptions and are not guarantees of future performance. Factors that may cause actual results to differ materially from current expectations include, but are not limited to, the risks discussed herein and the risk factors discussed from time to time in our periodic filings with the Securities and Exchange Commission, including our Annual Report on Form 10-K for the year ended December 31, 2017 as updated by our Quarterly Reports on Form 10-Q. Accordingly, there is no assurance that the Company's expectations will be realized. Except as otherwise required by the federal securities laws, the Company disclaims any obligations or undertaking to publicly release any updates or revisions to any forward-looking statement contained in this report to reflect events, circumstances or changes in expectations after the date of this report.*

*Some of the risks and uncertainties that may cause our actual results, performance or achievements to differ materially from those expressed or implied by forward-looking statements include, among others, the following:*

- negative changes in the economy, including, but not limited to, a reversal of current job growth trends, an increase in unemployment or a decrease in corporate earnings and investment;*
- increased competition in the lodging industry and from alternative lodging channels or third party internet intermediaries in the markets in which we own properties;*
- failure to effectively execute our long-term business strategy and successfully identify and complete acquisitions;*
- risks and uncertainties affecting hotel renovations and management (including, without limitation, construction delays, increased construction costs, disruption in hotel operations and the risks associated with our franchise agreements);*
- risks associated with the availability and terms of financing and the use of debt to fund acquisitions and renovations or refinance existing indebtedness, including the impact of higher interest rates on the cost and/or availability of financing;*
- risks associated with the lodging industry overall, including, without limitation, an increase in alternative lodging channels, decreases in the frequency of business travel and increases in operating costs;*
- risks associated with natural disasters;*
- estimated costs and duration of renovation or restoration projects and estimated insurance recoveries;*
- costs of compliance with government regulations, including, without limitation, the Americans with Disabilities Act;*
- potential liability for uninsured losses and environmental contamination;*
- risks associated with security breaches through cyber-attacks or otherwise, as well as other significant disruptions of our information technologies and systems systems, which support our operations and our hotel managers;*
- risks associated with our potential failure to qualify as a REIT under the Internal Revenue Code of 1986, as amended;*
- possible adverse changes in tax and environmental laws; and*
- risks associated with our dependence on key personnel whose continued service is not guaranteed.*

### **Overview**

DiamondRock Hospitality Company is a lodging-focused Maryland corporation operating as a real estate investment trust ("REIT"). As of March 31, 2018, we owned a portfolio of 30 premium hotels and resorts that contain 9,949 guest rooms located in 21 different markets in North America and the U.S. Virgin Islands. As of March 31, 2018, the Frenchman's Reef & Morning Star Marriott Beach Resort and Havana Cabana Key West are closed as a result of damage incurred from Hurricanes Irma and Maria in September 2017. Havana Cabana Key West reopened in April 2018.

As an owner, rather than an operator, of lodging properties, we receive all of the operating profits or losses generated by our hotels after the payment of fees due to hotel managers, which are calculated based on the revenues and profitability of each hotel.

Our vision is to be a highly professional public lodging REIT that delivers long-term returns for our stockholders which exceed long-term returns generated by our peers. Our goal is to deliver long-term stockholder returns through a combination of dividends and enduring capital appreciation. Our strategy is to utilize disciplined capital allocation, focus on high quality lodging properties in North American markets with superior growth prospects and high barriers-to-entry, aggressively asset manage those hotels, and employ conservative amounts of leverage.

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Our primary business is to acquire, own, asset manage and renovate premium hotel properties in the United States. Our portfolio is concentrated in key gateway cities and destination resort locations. Each of our hotels is managed by a third party—either an independent operator or a brand operator, such as Marriott International, Inc.

We critically evaluate each of our hotels to ensure that we own a portfolio of hotels that conforms to our vision, supports our mission and corresponds with our strategy. On a regular basis, we analyze our portfolio to identify opportunities to invest capital in certain projects or market non-core assets for sale in order to increase our portfolio quality. We are committed to a conservative capital structure with prudent leverage. We regularly assess the availability and affordability of capital in order to maximize stockholder value and minimize enterprise risk. In addition, we are committed to following sound corporate governance practices and to being open and transparent in our communications with our stockholders.

### **Key Indicators of Financial Condition and Operating Performance**

We use a variety of operating and other information to evaluate the financial condition and operating performance of our business. These key indicators include financial information that is prepared in accordance with U.S. Generally Accepted Accounting Principles ("U.S. GAAP"), as well as other financial information that is not prepared in accordance with U.S. GAAP. In addition, we use other information that may not be financial in nature, including statistical information and comparative data. We use this information to measure the performance of individual hotels, groups of hotels and/or our business as a whole. We periodically compare historical information to our internal budgets as well as industry-wide information. These key indicators include:

- Occupancy percentage;
- Average Daily Rate (or ADR);
- Revenue per Available Room (or RevPAR);
- Earnings Before Interest, Income Taxes, Depreciation and Amortization (or EBITDA), Earnings Before Interest, Income Taxes, Depreciation and Amortization for real estate (or EBITDA<sub>re</sub>), and Adjusted EBITDA; and
- Funds From Operations (or FFO) and Adjusted FFO.

Occupancy, ADR and RevPAR are commonly used measures within the hotel industry to evaluate operating performance. RevPAR, which is calculated as the product of ADR and occupancy percentage, is an important statistic for monitoring operating performance at the individual hotel level and across our business as a whole. We evaluate individual hotel RevPAR performance on an absolute basis with comparisons to budget and prior periods, as well as on a company-wide and regional basis. ADR and RevPAR include only room revenue. Room revenue comprised approximately 71% of our total revenues for the three months ended March 31, 2018 and is dictated by demand, as measured by occupancy percentage, pricing, as measured by ADR, and our available supply of hotel rooms.

Our ADR, occupancy percentage and RevPAR performance may be impacted by macroeconomic factors such as U.S. economic conditions generally, regional and local employment growth, personal income and corporate earnings, office vacancy rates and business relocation decisions, airport and other business and leisure travel, increased use of lodging alternatives, new hotel construction and the pricing strategies of our competitors. In addition, our ADR, occupancy percentage and RevPAR performance is dependent on the continued success of our hotels' global brands.

We also use EBITDA, EBITDA<sub>re</sub>, Adjusted EBITDA, FFO and Adjusted FFO as measures of the financial performance of our business. See "Non-GAAP Financial Measures."

### **Our Hotels**

The following table sets forth certain operating information for the three months ended March 31, 2018 for each of our hotels.

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Property	Location	Number of Rooms	Occupancy (%)	ADR(\$)	RevPAR(\$)	% Change from 2017 RevPAR (1)
Chicago Marriott Downtown	Chicago, Illinois	1,200	49.7%	\$ 163.12	\$ 81.05	(0.6)%
Westin Boston Waterfront Hotel	Boston, Massachusetts	793	64.5%	205.91	132.86	(5.3)%
Lexington Hotel New York	New York, New York	725	82.3%	187.93	154.75	(0.1)%
Salt Lake City Marriott Downtown	Salt Lake City, Utah	510	72.0%	179.72	129.46	(1.2)%
Renaissance Worthington	Fort Worth, Texas	504	76.9%	194.67	149.70	4.7 %
Frenchman's Reef & Morning Star Marriott Beach Resort (2)	St. Thomas, U.S. Virgin Islands	502	—%	—	—	(100.0)%
Westin San Diego	San Diego, California	436	80.8%	186.41	150.54	(9.9)%
Westin Fort Lauderdale Beach Resort	Fort Lauderdale, Florida	432	94.6%	255.63	241.92	6.0 %
Westin Washington, D.C. City Center	Washington, D.C.	410	84.8%	193.28	163.99	(14.3)%
Hilton Boston Downtown	Boston, Massachusetts	403	79.2%	200.74	158.97	7.7 %
Vail Marriott Mountain Resort & Spa	Vail, Colorado	344	85.2%	420.70	358.61	(7.5)%
Marriott Atlanta Alpharetta	Atlanta, Georgia	318	65.0%	187.52	121.95	(3.2)%
Courtyard Manhattan/Midtown East	New York, New York	321	87.5%	192.23	168.21	4.6 %
The Gwen Chicago	Chicago, Illinois	311	72.0%	185.02	133.23	82.2 %
Hilton Garden Inn Times Square Central	New York, New York	282	96.7%	182.20	176.20	6.1 %
Bethesda Marriott Suites	Bethesda, Maryland	272	52.7%	174.77	92.16	(22.9)%
Hilton Burlington	Burlington, Vermont	258	72.3%	131.22	94.89	15.3 %
Hotel Palomar Phoenix (3)	Phoenix, Arizona	242	87.3%	257.82	225.00	(2.4)%
JW Marriott Denver at Cherry Creek	Denver, Colorado	196	74.3%	237.06	176.15	(2.5)%
Courtyard Manhattan/Fifth Avenue	New York, New York	189	82.9%	213.08	176.60	6.8 %
Sheraton Suites Key West	Key West, Florida	184	92.3%	300.06	277.07	(0.4)%
The Lodge at Sonoma, a Renaissance Resort & Spa	Sonoma, California	182	59.6%	237.70	141.56	43.1 %
Courtyard Denver Downtown	Denver, Colorado	177	80.1%	175.23	140.32	4.5 %
Renaissance Charleston	Charleston, South Carolina	166	82.4%	237.08	195.26	41.9 %
Shorebreak Hotel	Huntington Beach, California	157	72.6%	240.42	174.54	28.1 %
Havana Cabana Key West (2)	Key West, Florida	106	—%	—	—	(100.0)%
Hotel Rex	San Francisco, California	94	77.8%	203.51	158.35	(16.5)%
L'Auberge de Sedona	Sedona, Arizona	88	75.9%	587.28	445.87	21.3 %
The Landing Resort & Spa (3)	South Lake Tahoe, California	77	48.2%	265.59	128.06	(11.0)%
Orchards Inn Sedona	Sedona, Arizona	70	73.9%	259.53	191.76	20.2 %
<b>TOTAL/WEIGHTED AVERAGE</b>		<b>9,949</b>	<b>73.9%</b>	<b>\$ 212.51</b>	<b>\$ 156.98</b>	<b>1.9 %</b>

(1) The percentage change from 2017 RevPAR reflects the comparable period in 2017 to our 2018 ownership period for our 2018 and 2017 acquisitions.

(2) The hotel temporarily closed on September 6, 2017 due to Hurricane Irma and remained closed through the end of the first quarter of 2018. Accordingly, there is no operating information to report for the three months ended March 31, 2018.

(3) The hotel was acquired on March 1, 2018. The operating statistics reflect the period from March 1, 2018 to March 31, 2018.

## Highlights

*Hotel Acquisitions.* In March 2018, we acquired the 77-room Landing Resort & Spa in South Lake Tahoe, California, for a total contractual purchase price of \$42 million. We also acquired the 242-room Hotel Palomar in Phoenix, Arizona, for a total contractual purchase price of \$80 million in March 2018.

## Update on on Impact from Natural Disasters

As previously disclosed, we are pursuing insurance claims for the remediation of property damage and business interruption at Frenchman's Reef & Morning Star Marriott Beach Resort, Havana Cabana Key West and the Lodge at Sonoma. The Company is insured for up to \$361 million for each covered event, subject to certain deductibles and other conditions. During the first quarter of 2018, we recognized \$6.0 million of business interruption income for Frenchman's Reef, Havana

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Cabana Key West and the Lodge at Sonoma. We continue to negotiate with our insurers for additional business interruption proceeds.

*Frenchman's Reef & Morning Star Marriott Beach Resort.* The hotel sustained significant hurricane damage during September 2017. The hotel closed on September 6, 2017 and is currently expected to remain closed through the end of 2019.

*Havana Cabana Key West.* The hotel sustained substantial wind and water-related damage from Hurricane Irma. The hotel closed on September 6, 2017 to comply with a mandatory evacuation order and remained closed until it re-opened in April 2018 renamed as the Havana Cabana Key West.

### Results of Operations

*Comparison of the Three Months Ended March 31, 2018 to the Three Months Ended March 31, 2017*

*Revenue.* Revenue consists primarily of the room, food and beverage and other operating revenues from our hotels, as follows (dollars in millions):

	Three Months Ended March 31,		% Change
	2018	2017	
Rooms	\$ 129.0	\$ 137.8	(6.4)%
Food and beverage	40.8	44.8	(8.9)%
Other	11.7	13.6	(14.0)%
Total revenues	\$ 181.5	\$ 196.2	(7.5)%

Our total revenues decreased \$14.7 million from \$196.2 million for the three months ended March 31, 2017 to \$181.5 million for the three months ended March 31, 2018. This decrease includes amounts that are not comparable quarter-over-quarter as follows:

- \$21.9 million decrease from the Frenchman's Reef & Morning Star Marriott Beach Resort, which was closed on September 6, 2017 due to Hurricane Irma and remained closed through the end of the first quarter of 2018.
- \$2.2 million decrease from the Havana Cabana Key West, which was closed on September 6, 2017 due to Hurricane Irma and remained closed through the end of the first quarter of 2018.
- \$0.6 million increase from The Landing Resort & Spa, which was acquired on March 1, 2018.
- \$2.7 million increase from the Hotel Palomar Phoenix, which was acquired on March 1, 2018.
- \$3.2 million increase from the L'Auberge de Sedona, which was acquired on February 28, 2017.
- \$1.0 million increase from the Orchards Inn Sedona, which was acquired on February 28, 2017.

Excluding these non-comparable amounts our total revenues increased \$1.9 million, or 1.1%.

The following are key hotel operating statistics for the three months ended March 31, 2018 and 2017. The 2017 amounts reflect the period in 2017 comparable to our ownership period in 2018 for the Hotel Palomar Phoenix and The Landing Resort & Spa, the full three months of the first quarter of 2017 for the L'Auberge de Sedona and Orchards Inn Sedona and exclude the results from Frenchman's Reef & Morning Star Marriott Beach Resort and the Havana Cabana Key West as the hotels were not open during the comparable period of 2018.

	Three Months Ended March 31,		% Change
	2018	2017	
Occupancy %	73.9%	73.2%	0.7%
ADR	\$ 212.51	\$ 210.46	1.0%
RevPAR	\$ 156.98	\$ 154.00	1.9%

Excluding non-comparable amounts, the increase in room revenue is a result of a 7.3% increase in the business transient segment and a 2.2% increase in the group segment, partially offset by a 38.0% decrease in the contract segment and a 2.8% decrease in the leisure transient segment.

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Food and beverage revenues decreased \$4.0 million from the three months ended March 31, 2017, which includes amounts that are not comparable quarter-over-quarter as follows:

- \$5.7 million decrease from the Frenchman's Reef & Morning Star Marriott Beach Resort, which was closed on September 6, 2017 due to Hurricane Irma and remained closed through the end of the first quarter of 2018.
- \$0.1 million decrease from the Havana Cabana Key West, which was closed on September 6, 2017 due to Hurricane Irma and remained closed through the end of the first quarter of 2018.
- \$0.2 million increase from The Landing Resort & Spa, which was acquired on March 1, 2018.
- \$0.9 million increase from the Hotel Palomar Phoenix, which was acquired on March 1, 2018.
- \$0.8 million increase from the L'Auberge de Sedona, which was acquired on February 28, 2017.
- \$0.5 million increase from the Orchards Inn Sedona, which was acquired on February 28, 2017.

Excluding these non-comparable amounts, food and beverage revenues decreased \$0.6 million, or 1.5%, primarily due to a decrease in restaurant and room service revenues.

Excluding non-comparable amounts and our hotel closures, other revenues, which primarily represent spa, parking, resort fees and attrition and cancellation fees, increased by \$0.4 million, primarily due to an increase in resort fees and parking revenue.

*Hotel operating expenses.* The operating expenses consisted of the following (dollars in millions):

	<b>Three Months Ended March 31,</b>		<b>% Change (B)/W</b>
	<b>2018</b>	<b>2017</b>	
Rooms departmental expenses	\$ 35.6	\$ 36.9	(3.5)%
Food and beverage departmental expenses	27.5	29.5	(6.8)
Other departmental expenses	2.5	3.0	(16.7)
General and administrative	17.0	18.0	(5.6)
Utilities	5.0	6.1	(18.0)
Repairs and maintenance	7.8	8.7	(10.3)
Sales and marketing	13.9	13.8	0.7
Franchise fees	5.9	5.0	18.0
Base management fees	1.6	4.5	(64.4)
Incentive management fees	1.2	1.5	(20.0)
Property taxes	13.7	12.2	12.3
Other fixed charges	2.4	2.3	4.3
Severance costs	2.8	—	100.0
Ground rent—Contractual	1.0	1.0	—
Ground rent—Non-cash	1.5	1.5	—
Total hotel operating expenses	<u>\$ 139.4</u>	<u>\$ 144.0</u>	<u>(3.2)%</u>

Our hotel operating expenses decreased \$4.6 million from \$144.0 million for the three months ended March 31, 2017 to \$139.4 million for the three months ended March 31, 2018. The decrease in hotel operating expenses includes amounts that are not comparable quarter-over-quarter as follows:

- \$16.3 million decrease from Frenchman's Reef & Morning Star Marriott Beach Resort, which was closed on September 6, 2017 due to Hurricane Irma and remained closed through the end of the first quarter of 2018.
- \$0.9 million decrease from the Havana Cabana Key West, which was closed on September 6, 2017 due to Hurricane Irma and remained closed through the end of the first quarter of 2018.
- \$0.6 million increase from The Landing Resort & Spa, which was acquired on March 1, 2018.
- \$1.5 million increase from the Hotel Palomar Phoenix, which was acquired on March 1, 2018.
- \$2.8 million increase from the L'Auberge de Sedona, which was acquired on February 28, 2017.
- \$0.8 million increase from the Orchards Inn Sedona, which was acquired on February 28, 2017.

In connection with the termination of the hotel manager of the Frenchman's Reef & Morning Star Marriott Beach Resort, we recognized \$2.2 million of accelerated amortization of key money during the three months ended March 31, 2018. This amortization reduced base management fees during the three months ended March 31, 2018 and is included within the non-comparable decrease of hotel operating expenses.

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Excluding the non-comparable amounts, hotel operating expenses increased \$6.9 million, or 5.4%, from the three months ended March 31, 2017.

We incurred \$2.8 million of severance costs for the three months ended March 31, 2018 related to payments made to unionized employees under a voluntary buyout program that commenced during the first quarter of 2018 at the Lexington Hotel New York.

*Depreciation and amortization.* Depreciation and amortization is recorded on our hotel buildings over 40 years for the periods subsequent to acquisition. Depreciable lives of hotel furniture, fixtures and equipment are estimated as the time period between the acquisition date and the date that the hotel furniture, fixtures and equipment will be replaced. Our depreciation and amortization expense increased \$0.5 million, or 2.2%, from the three months ended March 31, 2017.

*Hotel acquisitions costs.* The acquisitions of The Landing Resort & Spa in South Lake Tahoe and the Hotel Palomar Phoenix are accounted for as an acquisition of assets. All direct acquisition related costs are capitalized as a component of acquired assets. Refer to Note 2 for additional information on the adoption of ASU No. 2017-01.

*Corporate expenses.* Corporate expenses principally consist of employee-related costs, including base payroll, bonus, restricted stock and severance. Corporate expenses also include corporate operating costs, professional fees and directors' fees. Our corporate expenses increased \$3.5 million, from \$6.3 million for the three months ended March 31, 2017 to \$9.8 million for the three months ended March 31, 2018. The increase is primarily due to the recognition of \$3.0 million of severance costs related to the departure of our former Chief Financial Officer in March 2018.

*Gain on business interruption insurance.* In September 2017, Hurricanes Irma and Maria caused significant damage to Frenchman's Reef & Morning Star Marriott Beach Resort and the Havana Cabana Key West, which resulted in lost revenue and additional expenses covered under our insurance policy. For the three months ended March 31, 2018, we recognized a \$6.0 million gain on business interruption insurance, which is in addition to \$1.9 million of expense reimbursements from insurance recorded within other hotel expenses on our accompanying condensed consolidated statement of operations.

*Interest expense.* Our interest expense was \$9.9 million and \$9.5 million for the three months ended March 31, 2018 and 2017, respectively, and comprises the following (in millions):

	Three Months Ended March 31,	
	2018	2017
Mortgage debt interest	\$ 6.7	\$ 8.1
Term loan interest	2.3	0.6
Credit facility interest and unused fees	0.4	0.3
Amortization of deferred financing costs and debt premium	0.5	0.5
	<u>\$ 9.9</u>	<u>\$ 9.5</u>

The increase in interest expense is primarily related to the increase in term loan interest incurred from the unsecured term loans entered into in April 2017. This increase is partially offset by a decrease in mortgage debt interest expense, primarily related to the repayment of the mortgage loan secured by the Lexington Hotel New York repaid on April 26, 2017.

*Income taxes.* We recorded income tax benefit of \$0.2 million for the three months ended March 31, 2018 and an income tax expense of \$1.3 million for the three months ended March 31, 2017. The income tax benefit for the three months ended March 31, 2018 includes \$1.2 million of income tax benefit on the \$4.4 million pre-tax loss of our taxable REIT subsidiaries ("TRS"), offset by \$1.0 million of income tax expense incurred on the \$7.9 million pre-tax income of the TRS that owns Frenchman's Reef. The income tax expense for the three months ended March 31, 2017 includes \$0.8 million of income tax expense incurred on the \$1.9 million pre-tax income of our TRS, \$0.1 million of state franchise taxes and \$0.4 million of income tax expense on the TRS that owns Frenchman's Reef.

## Liquidity and Capital Resources

Our short-term liquidity requirements consist primarily of funds necessary to fund distributions to our stockholders to maintain our REIT status as well as to pay for operating expenses and capital expenditures directly associated with our hotels, funding of share repurchases under our share repurchase program, hotel acquisitions, costs to repair property damaged by natural disasters and scheduled debt payments of interest and principal. We currently expect that our available cash flows, which are generally provided through net cash from hotel operations, existing cash balances, equity issuances, proceeds from new financings



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and refinancings of maturing debt, insurance proceeds, proceeds from potential property dispositions, and, if necessary, short-term borrowings under our senior unsecured credit facility, will be sufficient to meet our short-term liquidity requirements.

Some of our mortgage debt agreements contain “cash trap” provisions that are triggered when the hotel’s operating results fall below a certain debt service coverage ratio. When these provisions are triggered, all of the excess cash flow generated by the hotel is deposited directly into cash management accounts for the benefit of our lenders until a specified debt service coverage ratio is reached and maintained for a certain period of time. Such provisions do not allow the lender the right to accelerate repayment of the underlying debt.

Our long-term liquidity requirements consist primarily of funds necessary to pay for the costs of acquiring additional hotels, renovations, and other capital expenditures that need to be made periodically to our hotels, scheduled debt payments, debt maturities and making distributions to our stockholders. We expect to meet our long-term liquidity requirements through various sources of capital, including cash provided by operations, borrowings, issuances of additional equity and/or debt securities and proceeds from property dispositions. Our ability to incur additional debt is dependent upon a number of factors, including the state of the credit markets, our degree of leverage, the value of our unencumbered assets and borrowing restrictions imposed by existing lenders. Our ability to raise capital through the issuance of additional equity and/or debt securities is also dependent on a number of factors including the current state of the capital markets, investor sentiment and intended use of proceeds. We may need to raise additional capital if we identify acquisition opportunities that meet our investment objectives and require liquidity in excess of existing cash balances. Our ability to raise funds through the issuance of equity securities depends on, among other things, general market conditions for hotel companies and REITs and market perceptions about us.

### ***Our Financing Strategy***

Since our formation in 2004, we have been committed to a conservative capital structure with prudent leverage. The majority of our outstanding debt is fixed interest rate mortgage debt. We have a preference to maintain a significant portion of our portfolio as unencumbered assets in order to provide balance sheet flexibility. We expect that our strategy will enable us to maintain a balance sheet with an appropriate amount of debt throughout all phases of the lodging cycle. We believe that it is not prudent to increase the inherent risk of highly cyclical lodging fundamentals through the use of a highly leveraged capital structure.

We prefer a relatively simple but efficient capital structure. We have not invested in joint ventures and have not issued any operating partnership units or preferred stock. We structure our hotel acquisitions to be straightforward and to fit within our capital structure; however, we will consider a more complex transaction if we believe that the projected returns to our stockholders will significantly exceed the returns that would otherwise be available.

We believe that we maintain a reasonable amount of debt. As of March 31, 2018, we had \$937.6 million of debt outstanding with a weighted average interest rate of 3.9% and a weighted average maturity date of approximately 5.4 years. We maintain one of the most durable and lowest levered balance sheets among our lodging REIT peers. We maintain balance sheet flexibility with no near-term debt maturities, no borrowings outstanding under our senior unsecured credit facility and 22 of our 30 hotels unencumbered by mortgage debt. We remain committed to our core strategy of maintaining a simple capital structure with conservative leverage.

Information about our financing activities is available in Note 8 to the accompanying condensed consolidated financial statements.

### ***ATM Program***

We have equity distribution agreements, as amended, with a number of sales agents (the “ATM Program”) to issue and sell, from time to time, shares of our common stock, par value \$0.01 per share, having an aggregate offering price of up to \$200 million (the “ATM Shares”). Sales of the ATM Shares can be made in privately negotiated transactions and/or any other method permitted by law, including sales deemed to be an “at the market” offering, which includes sales made directly on the New York Stock Exchange or sales made to or through a market maker other than on an exchange.

During the three months ended March 31, 2018, we sold 230,719 shares of common stock at an average price of \$12.02 for net proceeds of \$2.7 million under the ATM Program. As of March 31, 2018, \$197.2 million of the ATM Shares were available to be sold under the ATM Program. Actual future sales of the ATM Shares depend upon a variety of factors, including but not limited to market conditions, the trading price of the Company's common stock and the Company's capital needs. We have no obligation to sell the ATM Shares under the ATM Program.

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### ***Share Repurchase Program***

We have a \$150 million share repurchase program authorizing us to repurchase shares of our common stock. Information about our share repurchase program is found in Note 5 to the accompanying condensed consolidated financial statements. During the three months ended March 31, 2018, we did not repurchase any shares of our common stock. As of May 4, 2018, we have \$150 million of authorized capacity remaining under our share repurchase program.

### ***Short-Term Borrowings***

Other than borrowings under our senior unsecured credit facility, discussed below, we do not utilize short-term borrowings to meet liquidity requirements.

### ***Senior Unsecured Credit Facility***

We are party to a \$300 million senior unsecured credit facility expiring in May 2020. Information about our senior unsecured credit facility is found in Note 8 to the accompanying condensed consolidated financial statements. As of March 31, 2018, we had no borrowings outstanding under our senior unsecured credit facility. Subsequent to March 31, 2018, we borrowed \$20.0 million under the facility for general corporate purposes.

### ***Unsecured Term Loans***

We are party to a \$100 million unsecured term loan expiring in May 2021 and a \$200 million unsecured term loan expiring in April 2022. Information about our unsecured term loans is found in Note 8 to the accompanying condensed consolidated financial statements.

### **Sources and Uses of Cash**

Our principal sources of cash are net cash flow from hotel operations and borrowings under mortgage debt, term loans, our senior unsecured credit facility, proceeds from potential hotel dispositions, and proceeds from insurance claims. Our principal uses of cash are acquisitions of hotel properties, debt service, debt maturities, capital expenditures, operating costs, corporate expenses, natural disaster remediation and repair costs, and dividends. As of March 31, 2018, we had \$69.1 million of unrestricted corporate cash and \$38.4 million of restricted cash, as well as full borrowing capacity under our senior unsecured credit facility.

Our net cash provided by operations was \$33.6 million for the three months ended March 31, 2018. Our cash from operations generally consists of the net cash flow from hotel operations offset by cash paid for corporate expenses and other working capital changes. Cash flows from operations for the three months ended March 31, 2018 also includes \$18.8 million of business interruption insurance proceeds related to our hotels impacted by Hurricanes Irma and Maria.

Our net cash used in investing activities was \$123.7 million for the three months ended March 31, 2018, which consisted of \$119.0 million paid for the acquisitions of The Landing Resort & Spa and the Hotel Palomar Phoenix, capital expenditures at our hotels of \$25.8 million, offset by \$21.2 million of proceeds from our property insurance policy related to property casualty losses at our hotels impacted by Hurricanes Irma and Maria.

Our net cash used in financing activities was \$26.2 million for the three months ended March 31, 2018, which consisted of \$25.4 million of dividend payments, \$3.4 million of scheduled mortgage debt principal payments, \$0.2 million paid to repurchase shares upon the vesting of restricted stock for the payment of tax withholding obligations, offset by \$2.7 million of proceeds from the issuance of common shares under the ATM Program.

We currently anticipate our significant sources of cash for the remainder of the year ending December 31, 2018 will be the net cash flow from hotel operations, proceeds from insurance claims, and potential issuance of share under our ATM Program. We expect our uses of cash for the remainder of the year ending December 31, 2018 will be regularly scheduled debt service payments, capital expenditures, remediation and repair costs, dividends, corporate expenses, potential hotel acquisitions, and potential share repurchases.

### **Dividend Policy**

We intend to distribute to our stockholders dividends at least equal to our REIT taxable income to avoid paying corporate income tax and excise tax on our earnings (other than the earnings of our TRS, which are all subject to tax at regular corporate

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rates) and to qualify for the tax benefits afforded to REITs under the Code. In order to qualify as a REIT under the Code, we generally must make distributions to our stockholders each year in an amount equal to at least:

- 90% of our REIT taxable income determined without regard to the dividends paid deduction and excluding net capital gains, plus
- 90% of the excess of our net income from foreclosure property over the tax imposed on such income by the Code, minus
- any excess non-cash income.

The timing and frequency of distributions will be authorized by our board of directors and declared by us based upon a variety of factors, including our financial performance, restrictions under applicable law and our current and future loan agreements, our debt service requirements, our capital expenditure requirements, the requirements for qualification as a REIT under the Code and other factors that our board of directors may deem relevant from time to time.

We have paid the following dividends to holders of our common stock during 2018:

<u>Payment Date</u>	<u>Record Date</u>	<u>Dividend per Share</u>
January 12, 2018	December 29, 2017	\$ 0.125
April 12, 2018	March 29, 2018	\$ 0.125

## Capital Expenditures

The management and franchise agreements for each of our hotels provide for the establishment of separate property improvement funds to cover, among other things, the cost of replacing and repairing furniture, fixtures and equipment at our hotels and other routine capital expenditures. Contributions to the property improvement fund are calculated as a percentage of hotel revenues. In addition, we may be required to pay for the cost of certain additional improvements that are not permitted to be funded from the property improvement fund under the applicable management or franchise agreement. As of March 31, 2018, we have set aside \$33.7 million for capital projects in property improvement funds, which are included in restricted cash.

We spent approximately \$25.8 million on capital improvements during the three months ended March 31, 2018, primarily related to the final phase of the Chicago Marriott Downtown renovation and the guest room renovations at the Vail Marriott Mountain Resort & Spa, Westin Fort Lauderdale Beach Resort, Bethesda Marriott Suites, and Westin Boston Waterfront Hotel. We expect to spend approximately \$135 million on capital improvements at our hotels in 2018. Significant projects in 2018 include:

- **Chicago Marriott Downtown:** We have completed the final phase of the hotel's \$110 million multi-year renovation during the first quarter, which included the remaining 258 of 1,200 guest rooms and the hotel's 60,000 square feet of meeting space.
- **Havana Cabana Key West:** We completed a comprehensive renovation of the hotel as part of the remediation of the substantial wind and water-related damage caused by Hurricane Irma. The hotel reopened as the Havana Cabana Key West in April 2018.
- **Bethesda Marriott Suites:** We substantially completed a renovation of the guest rooms at the hotel during the first quarter.
- **Westin Boston Waterfront Hotel:** We completed a refresh of the hotel's guest rooms during the first quarter.

Other significant projects planned for the remainder of 2018 include:

- **Vail Marriott Mountain Resort & Spa:** We expect to renovate the hotel's guest rooms and meeting space to a luxury level in mid-2018.
- **Westin Fort Lauderdale Beach Resort:** We expect to renovate and upgrade the hotel's 432 guest rooms in 2018.
- **Hotel Rex:** In connection with joining the Viceroy Collection, we expect to complete a comprehensive renovation and re-positioning of the hotel in the fourth quarter of 2018. The hotel will close for approximately four months during renovation.
- **JW Marriott Denver:** We expect to begin renovating the hotel's guest rooms, public space and meeting rooms in the fourth quarter of 2018, with the majority of the work occurring in 2019.

## Off-Balance Sheet Arrangements

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We have no off-balance sheet arrangements that have or are reasonably likely to have a current or future effect on our financial condition, changes in financial condition, revenues or expenses, results of operations, liquidity, capital expenditures or capital resources that is material to investors.

### **Non-GAAP Financial Measures**

We use the following non-GAAP financial measures that we believe are useful to investors as key measures of our operating performance: EBITDA, EBITDA<sub>re</sub>, Adjusted EBITDA, FFO and Adjusted FFO. These measures should not be considered in isolation or as a substitute for measures of performance in accordance with U.S. GAAP. EBITDA, EBITDA<sub>re</sub>, Adjusted EBITDA, FFO and Adjusted FFO, as calculated by us, may not be comparable to other companies that do not define such terms exactly as the Company.

#### ***Use and Limitations of Non-GAAP Financial Measures***

Our management and Board of Directors use EBITDA, EBITDA<sub>re</sub>, Adjusted EBITDA, FFO and Adjusted FFO to evaluate the performance of our hotels and to facilitate comparisons between us and other lodging REITs, hotel owners who are not REITs and other capital intensive companies. The use of these non-GAAP financial measures has certain limitations. These non-GAAP financial measures as presented by us, may not be comparable to non-GAAP financial measures as calculated by other real estate companies. These measures do not reflect certain expenses or expenditures that we incurred and will incur, such as depreciation, interest and capital expenditures. We compensate for these limitations by separately considering the impact of these excluded items to the extent they are material to operating decisions or assessments of our operating performance. Our reconciliations to the most comparable U.S. GAAP financial measures, and our consolidated statements of operations and cash flows, include interest expense, capital expenditures, and other excluded items, all of which should be considered when evaluating our performance, as well as the usefulness of our non-GAAP financial measures.

These non-GAAP financial measures are used in addition to and in conjunction with results presented in accordance with U.S. GAAP. They should not be considered as alternatives to operating profit, cash flow from operations, or any other operating performance measure prescribed by U.S. GAAP. These non-GAAP financial measures reflect additional ways of viewing our operations that we believe, when viewed with our U.S. GAAP results and the reconciliations to the corresponding U.S. GAAP financial measures, provide a more complete understanding of factors and trends affecting our business than could be obtained absent this disclosure. We strongly encourage investors to review our financial information in its entirety and not to rely on a single financial measure.

#### ***EBITDA, EBITDA<sub>re</sub> and FFO***

EBITDA represents net income (calculated in accordance with U.S. GAAP) excluding: (1) interest expense; (2) provision for income taxes, including income taxes applicable to sale of assets; and (3) depreciation and amortization. The Company computes EBITDA<sub>re</sub> in accordance with the National Association of Real Estate Investment Trusts ("Nareit") guidelines, as defined in its September 2017 white paper "Earnings Before Interest, Taxes, Depreciation and Amortization for Real Estate." EBITDA<sub>re</sub> represents net income (calculated in accordance with U.S. GAAP) adjusted for: (1) interest expense; (2) provision for income taxes, including income taxes applicable to sale of assets; (3) depreciation and amortization; (4) gains or losses on the disposition of depreciated property, including gains or losses on change of control; (5) impairment write-downs of depreciated property and of investments in unconsolidated affiliates caused by a decrease in value of depreciated property in the affiliate; and (6) adjustments to reflect the entity's share of EBITDA<sub>re</sub> of unconsolidated affiliates.

We believe EBITDA and EBITDA<sub>re</sub> are useful to an investor in evaluating our operating performance because they help investors evaluate and compare the results of our operations from period to period by removing the impact of our capital structure (primarily interest expense) and our asset base (primarily depreciation and amortization, and in the case of EBITDA<sub>re</sub>, impairment and gains or losses on dispositions of depreciated property) from our operating results. In addition, covenants included in our debt agreements use EBITDA as a measure of financial compliance. We also use EBITDA and EBITDA<sub>re</sub> as one measure in determining the value of hotel acquisitions and dispositions.

The Company computes FFO in accordance with standards established by the Nareit, which defines FFO as net income determined in accordance with U.S. GAAP, excluding gains or losses from sales of properties and impairment losses, plus depreciation and amortization. The Company believes that the presentation of FFO provides useful information to investors regarding its operating performance because it is a measure of the Company's operations without regard to specified non-cash items, such as real estate depreciation and amortization and gains or losses on the sale of assets. The Company also uses FFO as one measure in assessing its operating results.

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### *Adjustments to EBITDA and FFO*

We adjust EBITDA and FFO when evaluating our performance because we believe that the exclusion of certain additional items described below provides useful supplemental information to investors regarding our ongoing operating performance and that the presentation of Adjusted EBITDA and Adjusted FFO, when combined with U.S. GAAP net income, EBITDA and FFO, is beneficial to an investor's complete understanding of our consolidated operating performance. We adjust EBITDA and FFO for the following items:

- *Non-Cash Ground Rent:* We exclude the non-cash expense incurred from the straight line recognition of rent from our ground lease obligations and the non-cash amortization of our favorable lease assets. We exclude these non-cash items because they do not reflect the actual rent amounts due to the respective lessors in the current period and they are of lesser significance in evaluating our actual performance for that period.
- *Non-Cash Amortization of Favorable and Unfavorable Contracts:* We exclude the non-cash amortization of the favorable and unfavorable contracts recorded in conjunction with certain acquisitions because the non-cash amortization is based on historical cost accounting and is of lesser significance in evaluating our actual performance for that period.
- *Cumulative Effect of a Change in Accounting Principle:* Infrequently, the Financial Accounting Standards Board (FASB) promulgates new accounting standards that require the consolidated statement of operations to reflect the cumulative effect of a change in accounting principle. We exclude the effect of these adjustments, which include the accounting impact from prior periods, because they do not reflect the Company's actual underlying performance for the current period.
- *Gains or Losses from Early Extinguishment of Debt:* We exclude the effect of gains or losses recorded on the early extinguishment of debt because these gains or losses result from transaction activity related to the Company's capital structure that we believe are not indicative of the ongoing operating performance of the Company or our hotels.
- *Hotel Acquisition Costs:* We exclude hotel acquisition costs expensed during the period because we believe these transaction costs are not reflective of the ongoing performance of the Company or our hotels.
- *Severance Costs:* We exclude corporate severance costs incurred with the termination of corporate-level employees and severance costs incurred at our hotels related to lease terminations or structured severance programs because we believe these costs do not reflect the ongoing performance of the Company or our hotels.
- *Hotel Manager Transition Items:* We exclude the transition items associated with a change in hotel manager because we believe these items do not reflect the ongoing performance of the Company or our hotels.
- *Other Items:* From time to time we incur costs or realize gains that we consider outside the ordinary course of business and that we do not believe reflect the ongoing performance of the Company or our hotels. Such items may include, but are not limited to, the following: pre-opening costs incurred with newly developed hotels; lease preparation costs incurred to prepare vacant space for marketing; management or franchise contract termination fees; gains or losses from legal settlements; costs incurred related to natural disasters; and gains from insurance proceeds, other than income related to business interruption insurance.

In addition, to derive Adjusted FFO we exclude any fair value adjustments to debt instruments. We exclude these non-cash amounts because they do not reflect the underlying performance of the Company.

The following table is a reconciliation of our U.S. GAAP net income to EBITDA, EBITDA<sub>re</sub> and Adjusted EBITDA (in thousands):

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	<b>Three Months Ended March 31,</b>	
	<b>2018</b>	<b>2017</b>
<b>Net income</b>	\$ 4,338	\$ 8,887
Interest expense	9,877	9,513
Income tax (benefit) expense	(185)	1,255
Real estate related depreciation and amortization	24,902	24,363
<b>EBITDA</b>	<b>38,932</b>	<b>44,018</b>
Impairment losses	—	—
Gain on sale of hotel properties	—	—
<b>EBITDAre</b>	<b>38,932</b>	<b>44,018</b>
Non-cash ground rent	1,535	1,550
Non-cash amortization of favorable and unfavorable contracts, net	(478)	(478)
Hotel acquisition costs	—	2,251
Hurricane-related costs (1)	(214)	—
Hotel manager transition items (2)	(2,183)	—
Severance costs (3)	5,847	—
<b>Adjusted EBITDA</b>	<b>\$ 43,439</b>	<b>\$ 47,341</b>

- (1) Represents stabilization, cleanup, and other costs (such as hotel labor) incurred at our hotels impacted by Hurricanes Irma or Maria that have not been or are not expected to be recovered by insurance.
- (2) Represents accelerated amortization of key money received from Marriott for Frenchman's Reef in connection with the termination of the hotel's management agreement.
- (3) Consists of (a) \$3.0 million related to the departure of our former Executive Vice President and Chief Financial Officer, which is classified within corporate expenses on the consolidated statement of operations, and (b) \$2.8 million related to payments made to unionized employees under a voluntary buyout program at the Lexington Hotel New York, which are classified within other hotel expenses on the consolidated statement of operations.

The following table is a reconciliation of our U.S. GAAP net income to FFO and Adjusted FFO (in thousands):

	<b>Three Months Ended March 31,</b>	
	<b>2018</b>	<b>2017</b>
<b>Net income</b>	\$ 4,338	\$ 8,887
Real estate related depreciation and amortization	24,902	24,363
<b>FFO</b>	<b>29,240</b>	<b>33,250</b>
Non-cash ground rent	1,535	1,550
Non-cash amortization of favorable and unfavorable contracts, net	(478)	(478)
Hotel acquisition costs	—	2,251
Hurricane-related costs (1)	(214)	—
Hotel manager transition items (2)	(2,183)	—
Severance costs (3)	5,847	—
<b>Adjusted FFO</b>	<b>\$ 33,747</b>	<b>\$ 36,573</b>

- (1) Represents stabilization, cleanup, and other costs (such as hotel labor) incurred at our hotels impacted by Hurricanes Irma or Maria that have not been or are not expected to be recovered by insurance.
- (2) Represents accelerated amortization of key money received from Marriott for Frenchman's Reef in connection with the termination of the hotel's management agreement.
- (3) Consists of (a) \$3.0 million related to the departure of our former Executive Vice President and Chief Financial Officer, which is classified within corporate expenses on the consolidated statement of operations, and (b) \$2.8 million related to payments made to

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unionized employees under a voluntary buyout program at the Lexington Hotel New York, which are classified within other hotel expenses on the consolidated statement of operations.

### **Critical Accounting Policies**

Our unaudited condensed consolidated financial statements have been prepared in conformity with U.S. GAAP, which requires management to make estimates and assumptions that affect the reported amount of assets and liabilities at the date of our financial statements and the reported amounts of revenues and expenses during the reporting period. While we do not believe that the reported amounts would be materially different, application of these policies involves the exercise of judgment and the use of assumptions as to future uncertainties and, as a result, actual results could differ from these estimates. We evaluate our estimates and judgments on an ongoing basis. We base our estimates on experience and on various other assumptions that we believe to be reasonable under the circumstances. All of our significant accounting policies, including certain critical accounting policies, are disclosed in our Annual Report on Form 10-K for the year ended December 31, 2017.

#### *Investment in Hotels*

Following the adoption of Accounting Standards Update No. 2017-01, acquired hotels, land improvements, building and furniture, fixtures and equipment and identifiable intangible assets are generally accounted for as asset acquisitions and recorded at relative fair value based upon the total accumulated cost of the acquisition. Direct acquisition-related costs are capitalized as a component of the acquired assets. Additions to property and equipment, including current buildings, improvements, furniture, fixtures and equipment are recorded at cost. Property and equipment are depreciated using the straight-line method over an estimated useful life of 5 to 40 years for buildings and land improvements and one to ten years for furniture and equipment. Identifiable intangible assets are typically related to contracts, including ground lease agreements and hotel management agreements, which are recorded at fair value. Above-market and below-market contract values are based on the present value of the difference between contractual amounts to be paid pursuant to the contracts acquired and our estimate of the fair market contract rates for corresponding contracts. Contracts acquired that are at market do not have significant value. We enter into a hotel management agreement at the time of acquisition and such agreements are generally based on market terms. Intangible assets are amortized using the straight-line method over the remaining non-cancelable term of the related agreements. In making estimates of fair values for purposes of allocating purchase price, we may utilize a number of sources that may be obtained in connection with the acquisition or financing of a property and other market data. Management also considers information obtained about each property as a result of its pre-acquisition due diligence in estimating the fair value of the tangible and intangible assets acquired.

We review our investments in hotels for impairment whenever events or changes in circumstances indicate that the carrying value of our investments in hotels may not be recoverable. Events or circumstances that may cause us to perform a review include, but are not limited to, adverse changes in the demand for lodging at our properties due to declining national or local economic conditions and/or new hotel construction in markets where our hotels are located. When such conditions exist, management performs an analysis to determine if the estimated undiscounted future cash flows from operations and the proceeds from the ultimate disposition of an investment in a hotel exceed the hotel's carrying value. If the estimated undiscounted future cash flows are less than the carrying amount of the asset, an adjustment to reduce the carrying value to the estimated fair market value is recorded and an impairment loss is recognized. Fair market value is estimated based on market data, estimated cash flows discounted at an appropriate rate, comparable sales information and other considerations requiring management to use its judgment in determining the assumptions used.

While our hotels have experienced improvement in certain key operating measures as the general economic conditions improve, the operating performance at certain of our hotels has not achieved our expected levels. As part of our overall capital allocation strategy, we assess underperforming hotels for possible disposition, which could result in a reduction in the carrying values of these properties.

### **Inflation**

Operators of hotels, in general, possess the ability to adjust room rates daily to reflect the effects of inflation. However, competitive pressures may limit the ability of our management companies to raise room rates.

### **Seasonality**

The operations of hotels historically have been seasonal depending on location, and accordingly, we expect some seasonality in our business. Volatility in our financial performance from the seasonality of the lodging industry could adversely affect our financial condition and results of operations.

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**New Accounting Pronouncements Not Yet Implemented**

See Note 2 to the accompanying condensed consolidated financial statements for additional information relating to recently issued accounting pronouncements.

**Item 3. Quantitative and Qualitative Disclosures about Market Risk**

Market risk includes risks that arise from changes in interest rates, foreign currency exchange rates, commodity prices, equity prices and other market changes that affect market sensitive instruments. In pursuing our business strategies, the primary market risk to which we are currently exposed, and, to which we expect to be exposed in the future, is interest rate risk. The face amount of our outstanding debt as of March 31, 2018 was \$943.9 million, of which \$300 million was variable rate. If market rates of interest on our variable rate debt fluctuate by 25 basis points, interest expense would increase or decrease, depending on rate movement, future earnings and cash flows, by \$0.8 million annually.

**Item 4. Controls and Procedures**

The Company's management has evaluated, under the supervision and with the participation of the Company's Chief Executive Officer and Chief Financial Officer, the effectiveness of the disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934, as amended (the "Exchange Act")), as required by paragraph (b) of Rules 13a-15 and 15d-15 under the Exchange Act, and has concluded that as of the end of the period covered by this report, the Company's disclosure controls and procedures were effective to give reasonable assurances that information we disclose in reports filed with the Securities and Exchange Commission is recorded, processed, summarized and reported within the time periods specified in the Securities and Exchange Commission's rules and forms.

There was no change in the Company's internal control over financial reporting identified in connection with the evaluation required by paragraph (d) of Rules 13a-15 and 15d-15 under the Exchange Act during the Company's most recent fiscal quarter that materially affected, or is reasonably likely to materially affect, the Company's internal control over financial reporting.



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**PART II. OTHER INFORMATION**

**Item 1. Legal Proceedings**

We are subject to various claims, lawsuits and legal proceedings, including routine litigation arising in the ordinary course of business, regarding the operation of our hotels and company matters. While it is not possible to ascertain the ultimate outcome of such matters, management believes that the aggregate amount of such liabilities, if any, in excess of amounts covered by insurance will not have a material adverse impact on our financial condition or results of operations. The outcome of claims, lawsuits and legal proceedings brought against the Company, however, is subject to significant uncertainties.

**Item 1A. Risk Factors**

There have been no material changes to the risk factors disclosed in the Company's Annual Report on Form 10-K for the year ended December 31, 2017.

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

**Issuer Purchases of Equity Securities**

<b>Period</b>	<b>(a) Total Number of Shares Purchased <sup>(1)</sup></b>	<b>(b) Average Price Paid per Share</b>	<b>(c) Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs</b>	<b>(d) Maximum Approximate Dollar Value of Shares that May Yet be Purchased Under the Plans or Programs (in thousands) <sup>(2)</sup></b>
January 1 - January 31, 2018	—	\$ —	—	\$ 150,000
February 1 - February 28, 2018	12,925	\$ 10.39	—	\$ 150,000
March 1 - March 31, 2018	—	\$ —	—	\$ 150,000

(1) Reflects shares surrendered to the Company by employees for payment of tax withholding obligations in connection with the vesting of restricted stock.

(2) Represents amounts available under the Company's \$150 million share repurchase program. To facilitate repurchases, we make purchases pursuant to a trading plan under Rule 10b5-1 of the Exchange Act, which allows us to repurchase shares during periods when we otherwise may be prevented from doing so under insider trading laws or because of self-imposed trading blackout periods. The share repurchase program may be suspended or terminated at any time without prior notice.

**Item 3. Defaults Upon Senior Securities**

Not applicable.

**Item 4. Mine Safety Disclosures**

Not applicable.

**Item 5. Other Information**

None.

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**Item 6. Exhibits**

(a) *Exhibits*

The following exhibits are filed as part of this Form 10-Q:

**Exhibit**

- [10.1](#)\*† Severance Agreement between DiamondRock Hospitality Company and Jay L. Johnson, dated as of March 19, 2018
- [31.1](#)\* Certification of Chief Executive Officer Required by Rule 13a-14(a) and Rule 15d-14(a) of the Exchange Act
- [31.2](#)\* Certification of Chief Financial Officer Required by Rule 13a-14(a) and Rule 15d-14(a) of the Exchange Act
- [32.1](#)\* Certification of Chief Executive Officer and Chief Financial Officer Pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002

Attached as Exhibit 101 to this report are the following materials from DiamondRock Hospitality Company's Quarterly Report on Form 10-Q for the quarterly period ended March 31, 2018 formatted in XBRL (eXtensible Business Reporting Language): (i) the Condensed Consolidated Balance Sheets, (ii) the Condensed Consolidated Statements of Operations, (iii) the Condensed Consolidated Statements of Cash Flows, and (iv) the related notes to these condensed consolidated financial statements.

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† Exhibit is a management contract or compensatory plan or arrangement

\* Filed herewith

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**SIGNATURES**

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

DiamondRock Hospitality Company

May 4, 2018

/s/ Jay L. Johnson

Jay L. Johnson  
Executive Vice President and Chief Financial Officer  
(Principal Financial Officer)

/s/ Briony R. Quinn

Briony R. Quinn  
Senior Vice President and Treasurer  
(Principal Accounting Officer)

**SEVERANCE AGREEMENT**

THIS SEVERANCE AGREEMENT (the “**Agreement**”) is made this 19<sup>th</sup> day of March, 2018, by **DiamondRock Hospitality Company**, a Maryland corporation (the “**REIT**”), with its principal place of business at 2 Bethesda Metro Center, Suite 1400, Bethesda, Maryland 20814 and **Jay L. Johnson**, residing at 7017 West Greenvale Parkway, Chevy Chase, MD 20815 (the “**Executive**”). This Agreement is effective as of March 19<sup>th</sup>, 2018, the first day of employment of the Executive.

1. **Purpose**

The REIT considers it essential to the best interests of its stockholders to promote and preserve the continuous employment of key management personnel. The Board of Directors of the REIT (the “**Board of Directors**”) recognizes that, as in the case with many corporations, the possibility of a termination of employment exists and that such possibility, and the uncertainty and questions that it may raise among management, may result in the distraction of key management personnel to the detriment of the REIT and its stockholders. Therefore, the Board of Directors has determined that appropriate steps should be taken to reinforce and encourage the continued attention and dedication of members of the REIT’s key management. Nothing in this Agreement shall be construed as creating an express or implied contract of employment and, except as otherwise agreed in writing between the Executive and the REIT, the Executive shall not have any right to be retained in the employ of the REIT.

2. **Definitions**

(a) **Accrued Salary.** “Accrued Salary” shall mean accrued and unpaid base salary through the Date of Termination. In addition, in the event the Executive’s annual bonus for the REIT’s most recently completed fiscal year has not yet been paid to the Executive, then Accrued Salary also shall include such prior fiscal year’s earned, accrued and unpaid bonus.

(b) **Cause.** “Cause” for termination shall mean a determination by the Board of Directors in good faith that any of the following events has occurred: (i) indictment of the Executive of, or the conviction or entry of a plea of guilty or nolo contendere by the Executive to any felony, or any misdemeanor involving moral turpitude; (ii) the Executive engaging in conduct which constitutes a material breach of a fiduciary duty or duty of loyalty, including without limitation, misappropriation of funds or property of the REIT, DiamondRock Hospitality Limited Partnership (the “**Operating Partnership**”) and their subsidiaries (the REIT, the Operating Partnership and their subsidiaries are hereinafter referred to as the “**DiamondRock Group**”) other than an occasional and de minimis use of Company property for personal purposes; (iii) the Executive’s willful failure or gross negligence in the performance of his assigned duties for the DiamondRock Group, which failure or gross negligence continues for more than 5 days following the Executive’s receipt of written or electronic notice of such willful failure or gross negligence from the Board of Directors; (iv) any act or omission of the Executive that has a demonstrated and material adverse impact on the DiamondRock Group’s reputation for honesty and fair dealing or any other conduct of the Executive that would reasonably be expected to result in injury to the reputation of the DiamondRock Group; or (v) willful failure to cooperate with a bona fide internal investigation or an investigation by regulatory or law enforcement authorities, after being instructed by the REIT to cooperate, or the willful destruction or failure to preserve documents or other materials known to be relevant to such investigation or the willful inducement of others to fail to cooperate, destroy or fail to produce documents or other materials.

For purposes of this Section 2(b), any act, or failure to act, based upon authority given pursuant to a resolution duly adopted by the Board of Directors or based upon the written advice of counsel for the DiamondRock Group shall be conclusively presumed to be done, or omitted to be done, by the Executive in good faith and in the best interests of the DiamondRock Group. The cessation of employment of the

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Executive shall not be deemed to be for Cause unless and until there shall have been delivered to the Executive a copy of a resolution duly adopted by the affirmative vote of the Board of Directors, finding that, in the good faith opinion of the Board of Directors, the Executive has engaged in the conduct described in this Section 2(b); provided, that if the Executive is a member of the Board of Directors, the Executive shall not vote on such resolution.

- (c) **Change in Control.** “Change in Control” shall mean any of the following events:
- (i) The conclusion of the acquisition (whether by a merger or otherwise) by any Person (other than a Qualified Affiliate), in a single transaction or a series of related transactions, of Beneficial Ownership of more than 50 % of (1) the REIT’s outstanding common stock (the “**Common Stock**”) or (2) the combined voting power of the REIT’s outstanding securities entitled to vote generally in the election of directors (the “**Outstanding Voting Securities**”);
  - (ii) The merger or consolidation of the REIT with or into any other Person other than a Qualified Affiliate, if the directors immediately prior to the merger or consolidation cease to be the majority of the Board of Directors at anytime within 12 months of the completion of the merger or consolidation;
  - (iii) Any one or a series of related sales or conveyances to any Person or Persons (including a liquidation or dissolution) other than any one or more Qualified Affiliates of all or substantially all of the assets of the REIT or the Operating Partnership; or
  - (iv) Incumbent Directors cease, for any reason, to be a majority of the members of the Board of Directors, where an “**Incumbent Director**” is (1) an individual who is a member of the Board of Directors on the effective date of this Agreement or (2) any new director whose appointment by the Board of Directors or whose nomination for election by the stockholders was approved by a majority of the persons who were already Incumbent Directors at the time of such appointment, election or approval, other than any individual who assumes office initially as a result of an actual or threatened election contest with respect to the election or removal of directors or other actual or threatened solicitation of proxies or consents by or on behalf of a Person other than the Board of Directors or as a result of an agreement to avoid or settle such a contest or solicitation.

A Change in Control shall also be deemed to have occurred upon the completion of a tender offer for the REIT’s securities representing more than 50% of the Outstanding Voting Securities, other than a tender offer by a Qualified Affiliate.

For purposes of this definition of Change in Control, the following definitions shall apply: (A) “**Beneficial Ownership**,” “**Beneficially Owned**” and “**Beneficially Owns**” shall have the meanings provided in Exchange Act Rule 13d-3; (B) “**Exchange Act**” shall mean the Securities Exchange Act of 1934, as amended; (C) “**Person**” shall mean any individual, entity, or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Exchange Act), including any natural person, corporation, trust, association, company, partnership, joint venture, limited liability company, legal entity of any kind, government, or political subdivision, agency or instrumentality of a government, as well as two or more Persons acting as a partnership, limited partnership, syndicate or other group for the purpose of acquiring, holding or disposing of the REIT’s securities; and (D) “**Qualified Affiliate**” shall mean (I) any directly or indirectly wholly owned subsidiary of the REIT or the Operating Partnership; (II) any employee benefit

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plan (or related trust) sponsored or maintained by the REIT or the Operating Partnership or by any entity controlled by the REIT or the Operating Partnership; or (III) any Person consisting in whole or in part of the Executive or one or more individuals who are then the REIT's Chief Executive Officer or any other named executive officer (as defined in Item 402 of Regulation S-K under the Securities Act of 1933) of the REIT as indicated in its most recent securities filing made before the date of the transaction.

(d) **Date of Termination.** "Date of Termination" shall mean the actual date of the Executive's termination of employment with the REIT.

(e) **Disability.** "Disability" shall mean if the Executive is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than 12 months.

(f) **Good Reason.** "Good Reason" for termination shall mean the occurrence of one of the following events, without the Executive's prior written consent, provided such event is not corrected within 15 days following the Board of Director's receipt of written or electronic notice of such event: (i) a material diminution in the Executive's duties or responsibilities or any material demotion from the Executive's current position at the REIT, including, without limitation: (A) if the Executive is the CEO, either discontinuing his direct reporting to the Board of Directors or a committee thereof or discontinuing the direct reporting to the CEO by each of the senior executives responsible for finance, legal, acquisition and operations or (B) if the Executive is not the CEO, discontinuing the Executive reporting directly to the CEO or (C) if the Executive is the Chief Accounting Officer, discontinuing the Executive's reporting directly to the Chief Financial Officer or to the Chief Executive Officer; (ii) if the Executive is a member of the Board of Directors, the failure of the REIT or its affiliates to nominate the Executive as a Director of the REIT; (iii) a requirement that the Executive work principally from a location outside the 50 mile radius from the REIT's address, except for required travel on the REIT's business to the extent substantially consistent with the Executive's business travel obligations on the date hereof; (iv) failure to pay the Executive any compensation, benefits or to honor any indemnification agreement to which the Executive is entitled within 30 days of the date due; or (v) the occurrence of any of the following events or conditions in the year immediately following a Change in Control: (A) a reduction in the Executive's annual base salary or annual bonus opportunity as in effect immediately prior to the Change in Control; (B) the failure of the REIT to obtain an agreement, reasonably satisfactory to the Executive, from any successor or assign of the REIT to assume and agree to adopt this Agreement for a period of at least two years from the Change in Control.

(g) **Restricted Period.** The "Restricted Period" shall mean, the Executive's employment with the REIT, which period may be extended for an additional period of 12 months if the Executive is entitled to, and receives, the Cash Severance specified under Section 3(b)(2) hereof.

(h) **Retirement.** As used in this Agreement, "Retirement" shall mean a retirement by the Executive if the Executive has been designated as an eligible retiree by the Board of Directors, in the Board's sole discretion.

### 3. **Effect of Termination**

(a) **Any Termination.** If the Executive's employment with the REIT terminates for any reason, the Executive shall be entitled to any Accrued Salary. The Executive shall have no rights or claims against the DiamondRock Group except to receive the payments and benefits described in this Section 3. The REIT shall have no further obligations to Executive except as otherwise expressly provided under this Agreement, provided any such termination shall not adversely affect or alter Executive's rights under any employee benefit plan of the REIT in which Executive, at the Date of Termination, has a vested interest, unless otherwise provided in such employee benefit plan or any agreement or other instrument attendant thereto.

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None of the benefits described in this Section 3 (other than Accrued Salary) will be payable unless the Executive has signed a general release which has become irrevocable, satisfactory to the REIT in the reasonable exercise of its discretion, releasing the DiamondRock Group, its affiliates including the REIT, and their officers, directors and employees, from any and all claims or potential claims arising from or related to the Executive's employment or termination of employment. In addition, the benefits described in this Section 3 (other than Accrued Salary) are conditioned upon the Executive's ongoing compliance with his/her restrictions, covenants and promises under Sections 4, 5, 6 and 7 below (as applicable).

(b) **Termination by the REIT without Cause or by Executive for Good Reason.** If the REIT terminates the Executive's employment without Cause, or the Executive terminates his employment for Good Reason so as to constitute, in either case, a separation from service for purposes of Code Section 409A, then in addition to the benefits under Section 3(a) above, the Executive shall be entitled to receive the following:

- (i) a pro-rata bonus for the fiscal year determined through the Date of Termination and calculated based on the target bonus for such fiscal year to be paid within 90 days after the Date of Termination;
- (ii) an amount equal to (A) two times (B) the sum of (I) the Executive's base salary in effect immediately prior to the Date of Termination, and (II) the Executive's target annual bonus (collectively, the "**Cash Severance**") to be paid within 90 days after the date of Termination;
- (iii) continued payment by the REIT for health insurance coverage for the Executive and the Executive's spouse and dependents for 18 months, consistent with COBRA following the Date of Termination to the same extent that the REIT paid for such coverage immediately prior to the termination of the Executive's employment and subject to the eligibility requirements and other terms and conditions of such insurance coverage, provided that if any such insurance coverage shall become unavailable and/or the REIT's insurer refuses to continue coverage during the 18 month period, the REIT thereafter shall be obliged only to pay monthly to the Executive an amount which, after reduction for applicable income and employment taxes, is equal to the monthly COBRA premium for such insurance for the remainder of such severance period.
- (iv) vesting as of the Date of Termination of 100% of all unvested time-based restricted stock awards, to the extent permitted by law. The treatment of equity compensation awards that are not time based vesting (such as restricted stock which vests based on one or more performance metrics) granted after the effective date of this agreement will be specified in the individual grant agreements and/or the applicable plans covering such awards.

(c) **Termination In the Event of Death or Disability.** If the Executive's employment terminates because of the Executive's death or Disability, then in addition to the benefits under Section 3(a) above, the Executive (or his estate or other legal representatives, as the case may be) shall be entitled to receive:

- (i) a pro-rata bonus, payable within 90 days after the Date of Termination, for the fiscal year determined through the Date of Termination and calculated based on the target bonus for such fiscal year;
  - (ii) continued payment by the REIT for health insurance coverage for the Executive and the Executive's spouse and dependents for 18 months, consistent with COBRA, following the Date of Termination to the same
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extent that the REIT paid for such coverage immediately prior to the termination of the Executive's employment and subject to the eligibility requirements and other terms and conditions of such insurance coverage, provided that if any such insurance coverage shall become unavailable and/or the REIT's insurer refuses to continue coverage during the 18 month period, the REIT thereafter shall be obliged only to pay monthly to the Executive an amount which, after reduction for applicable income and employment taxes, is equal to the monthly COBRA premium for such insurance for the remainder of such severance period.

- (iii) vesting as of the Date of Termination of 100% of all unvested time-based restricted stock awards, to the extent permitted by law. The treatment of equity compensation awards that are not time based vesting (such as restricted stock which vests based on one or more performance metrics) granted after the effective date of this agreement will be specified in the individual grant agreements and/or the applicable plans covering such awards.

(d) **Termination In the Event of Retirement.** If the Executive's employment terminates because of his Retirement, then in addition to the benefits under Section 3(a) above, the Executive shall be entitled to receive the following:

- (i) a pro-rata bonus, payable within 90 days after the date of termination, for the fiscal year determined through the Date of Termination and calculated based on the target bonus for such fiscal year; and
- (ii) notwithstanding the Retirement by the Executive, all unvested time-based restricted stock awards shall continue to vest at the times and on the terms as set forth in the relevant restricted stock award agreements as if the Executive remained continuously employed by the REIT from the Date of Termination through each such vesting date. The treatment of non-time-based equity compensation awards (such as restricted stock which vests based on one or more performance metrics) granted after the effective date of this agreement will be specified in individual grant agreements and/or the applicable plans covering such awards.

(e) **Termination In the Event of a Change in Control.** In the event the Executive's termination of employment occurs in connection with or following a Change in Control, and in the event that any payment made pursuant to Section 3 hereof or any insurance benefits, accelerated vesting, pro-rated bonus or other benefit payable to the Executive under this Agreement or otherwise (the "**Severance Payments**"), are subject to the excise tax imposed by Section 4999 (as it may be amended or replaced) of the Internal Revenue Code of 1986, as amended (the "**Excise Tax**"); then

- (i) If the reduction of the Severance Payments to the maximum amount that could be paid to the Executive without giving rise to the Excise Tax (the "**Safe Harbor Cap**") would provide the Executive with a greater after tax benefit than if such amounts were not reduced, then the amounts payable to the Executive under this Agreement shall be reduced (but not below zero) to the Safe Harbor Cap. The reduction of the amounts payable hereunder, if applicable, shall be made by reducing first the payments of cash originating under Section 3 (a)-3(d) hereof, and then by reducing other payments to the extent permitted by any applicable plan and/or agreement.
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- (ii) If the reduction for the Severance Payments to the Safe Harbor Cap would not result in a greater after tax result to the Executive, no amounts payable under this agreement shall be reduced pursuant to this provision.
- (iii) The determination of whether the Excise Tax is payable and the amount thereof shall be made in writing in good faith by a nationally recognized independent certified public accounting firm selected by the REIT and approved by the Executive, such approval not to be unreasonably withheld (the “**Accounting Firm**”). For purposes of making the calculations required by this Section 3(e), to the extent not otherwise specified herein, reasonable assumptions and approximations may be made with respect to applicable taxes and reasonable, good faith interpretations of the Code may be relied upon. The REIT and the Executive shall furnish such information and documents as may be reasonably requested in connection with the performance of the calculations under this Section 3(e). The REIT shall bear all costs incurred in connection with the performance of the calculations contemplated by this Section 3(e).

4. **Non-Disparagement**

The Executive agrees that he/she will not, whether during or after the Executive’s employment with the REIT, make any statement, orally or in writing, regardless of whether such statement is truthful, nor take any action, that (a) in any way could disparage the DiamondRock Group or any officers, executives, directors, partners, managers, members, principals, employees, representatives, or agents of the DiamondRock Group, or which foreseeably could or reasonably could be expected to harm the reputation or goodwill of any of those persons or entities, or (b) in any way, directly or indirectly, could knowingly cause, encourage or condone the making of such statements or the taking of such actions by anyone else.

5. **Non-Competition**

(a) **Non-Competition.** Subject to Section 5(b) hereof, the Executive agrees that during the Restricted Period the Executive shall not, without the prior express written consent of the REIT, directly or indirectly, anywhere in the United States, own an interest in, join, operate, control or participate in, or be connected as an owner, officer, executive, employee, partner, member, manager, shareholder, or principal of or with, any lodging-oriented real estate investment company. Notwithstanding the foregoing, the Executive may own up to one percent (1%) of the outstanding stock of a real estate investment company. The restrictions of this Section 5(a) shall not apply if the Executive’s employment with the REIT is terminated without cause by the Company or the Executive effective during the 12 month period immediately following a Change in Control.

(b) **Board’s Discretion.** Notwithstanding anything contained herein, the Board of Directors retains the right, in its sole discretion, to shorten or eliminate the post-employment Restricted Period for any Executive.

6. **Non-Solicitation of Employees.** The Executive agrees that while he/she is employed as an employee of the REIT and for a period of 12 months after the termination of the Employee’s employment with the REIT for whatever reason, the Employee shall not, without the express written consent of the REIT, hire, solicit, recruit, induce or procure (or assist or encourage any other person or entity to hire, solicit, recruit, induce or procure), directly or indirectly or on behalf of himself or any other person or entity, any officer, executive, director, partner, principal, member, or non-clerical employee of the DiamondRock Group or any person who was an officer, executive, director, partner, principal, member, or non-clerical employee of the DiamondRock Group at any time during the final year of the Executive’s employment with the REIT, to work for the Executive or any person or entity with which the Executive is or intends to be affiliated or otherwise directly or indirectly encourage any such person to terminate his or

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her employment or other relationship with the DiamondRock Group without the prior express written consent of the REIT. Notwithstanding anything contained herein, the foregoing shall not restrain the Executive from hiring, soliciting, recruiting, inducing or procuring any person to work for the Executive or any person or entity with which the Executive is or intends to be affiliated if such person was either terminated by the REIT or such person resigned for Good Reason. In addition, the Board of Directors retains the right, in its sole discretion, to release any Executive from its obligations under this Section.

7. **Injunctive Relief.** The Executive understands that the restrictions contained in Section 4, 5 and 6 of this Agreement are intended to protect the REIT's interests in its proprietary information, goodwill, and its employee and investor relationships, and agrees that such restrictions (and the scope and duration thereof) are necessary, reasonable and appropriate for this purpose. The Executive acknowledges and agrees that it would be difficult to measure any damages caused to the REIT which might result from any breach by the Executive of his promises and obligations under Sections 4, 5 and/or 6, that the REIT would be irreparably harmed by such breach, and that, in any event, money damages would be an inadequate remedy for any such breach. Therefore, the Executive agrees and consents that the REIT shall be entitled to an injunction or other appropriate equitable relief (in addition to all other remedies it may have for damages or otherwise) to restrain any such breach or threatened breach without showing or proving any actual damage to the REIT; and the REIT shall be entitled to an award of its attorneys' fees and costs incurred in enforcing the Executive's obligations under Sections 4, 5 and/or 6.

8. **Miscellaneous**

(a) **409A.** Notwithstanding anything to the contrary, if the Executive is a "key employee" (as defined in Section 416(i) of the Code without regard to paragraph (5) thereof) and any of the REIT's stock is publicly traded on an established securities market or otherwise, to the extent necessary to avoid any penalties under Section 409A of the Code, any payment hereunder may not be made before the date that is six months after the date of separation from service.

(b) **Tax Withholding.** All payments made by the REIT under this Agreement shall be net of any tax or other amounts required to be withheld by the REIT under applicable law.

(c) **No Mitigation.** The REIT agrees that, if the Executive's employment by the REIT is terminated during the term of this Agreement, the Executive is not required to seek other employment or to attempt in any way to reduce any amounts payable to the Executive by the REIT pursuant to Section 3 hereof. Further, the amount of any payment provided for in this Agreement shall not be reduced by any compensation earned by the Executive as the result of employment by another employer, by retirement benefits, by offset against any amount claimed to be owed by the Executive to the REIT or otherwise.

(d) **No Offset.** The REIT's obligation to make the payments provided for in this Agreement and otherwise perform its obligations hereunder shall not be affected by any circumstances, including, without limitation, any set-off, counterclaim, recoupment, defense or other right which the REIT, the Operating Partnership or any of their subsidiaries may have against the Executive or others unless such set-off, counterclaim, recoupment, defense, or other right arises from the Executive engaging in conduct which constitutes a material breach of a fiduciary duty or duty of loyalty, including without limitation, misappropriation of funds or property of the Operating Partnership and their subsidiaries.

(e) **Litigation and Regulatory Cooperation.** During and after Executive's employment, Executive shall reasonably cooperate with the REIT in the defense or prosecution of any claims or actions now in existence or which may be brought in the future against or on behalf of the REIT which relate to events or occurrences that transpired while Executive was employed by the REIT; provided, however, that such cooperation shall not materially and adversely affect Executive or expose Executive to an increased probability of civil or criminal litigation. Executive's cooperation in connection with such claims or actions shall include, but not be limited to, being available to meet with counsel to prepare for discovery or trial and to act as a witness on behalf of the REIT at mutually convenient times. During and after Executive's employment, Executive also shall cooperate fully with the REIT in connection with any investigation or review of any federal, state or local regulatory authority as any such

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investigation or review relates to events or occurrences that transpired while Executive was employed by the REIT. The REIT shall also provide Executive with compensation on an hourly basis (to be derived from the sum of his Base Salary and average annual incentive compensation) for requested litigation and regulatory cooperation that occurs after his termination of employment, and reimburse Executive for all costs and expenses incurred in connection with his performance under this Section 8(e), including, but not limited to, reasonable attorneys' fees and costs.

(f) **Notices.** All notices required or permitted under this Agreement shall be in writing and shall be deemed effective (i) upon personal delivery, (ii) upon deposit with the United States Postal Service, by registered or certified mail, postage prepaid, or (iii) in the case of facsimile transmission or delivery by nationally recognized overnight delivery service, when received, addressed as follows:

If to the REIT, to:

DiamondRock Hospitality Company  
2 Bethesda Metro, Suite 1400  
Bethesda, MD 20814  
Facsimile: (240) 744-1199  
Attn: 1) Lead Director; 2) Chairman of the Board and 3) Chairman of the Compensation Committee

If to the Executive, to:

Mr. Jay L. Johnson  
7017 West Greenvale Parkway  
Chevy Chase, MD 20815

or to such other address or addresses as either party shall designate to the other in writing from time to time by like notice.

(g) **Pronouns.** Whenever the context may require, any pronouns used in this Agreement shall include the corresponding masculine, feminine or neuter forms, and the singular forms of nouns and pronouns shall include the plural, and vice versa.

(h) **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, whether written or oral, relating to the subject matter of this Agreement.

(i) **Amendment.** This Agreement may be amended or modified only by a written instrument executed by both the REIT and the Executive.

(j) **Governing Law and Forum.** This Agreement shall be construed, interpreted and enforced in accordance with the laws of the State of Maryland, without regard to its conflicts of laws principles, by a court of competent jurisdiction located within the State of Maryland.

(k) **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of both parties and their respective successors and assigns, including any entity with which or into which the REIT may be merged or which may succeed to its assets or business or any entity to which the REIT may assign its rights and obligations under this Agreement; provided, however, that the obligations of the Executive are personal and shall not be assigned or delegated by him.

(l) **Waiver.** No delays or omission by the REIT or the Executive in exercising any right under this Agreement shall operate as a waiver of that or any other right. A waiver or consent given by the REIT or the Executive on any one occasion shall be effective only in that instance and shall not be construed as a bar or waiver of any right on any other occasion.

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(m) **Captions.** The captions appearing in this Agreement are for convenience of reference only and in no way define, limit or affect the scope or substance of any section of this Agreement.

(n) **Severability.** In case any provision of this Agreement shall be held by a court or arbitrator with jurisdiction over the parties to this Agreement to be invalid, illegal or otherwise unenforceable, such provision shall be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law, and the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby. In the event that any portion or provision of this Agreement (including, without limitation, any portion or provision of Sections 4, 5, and/or 6) is determined by a court or arbitrator of competent jurisdiction to be invalid, illegal or otherwise unenforceable by reason of excessive scope as to geographic, temporal or functional coverage, such provision will be reformed and deemed to extend only over the maximum geographic, temporal and functional scope as to which it may be enforceable and shall be enforced by said court or arbitrator accordingly.

(o) **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

DIAMONDROCK HOSPITALITY COMPANY

By: /s/ William J. Tennis  
William J. Tennis  
Executive Vice President, General Counsel and Corporate Secretary

EXECUTIVE

/s/ Jay L. Johnson  
Jay L. Johnson  
Executive Vice President and Chief Financial Officer

**Certification of Chief Executive Officer**  
**Pursuant to Rule 13a-14(a) and Rule 15d-14(a)**

I, Mark W. Brugger, certify that:

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

Date: May 4, 2018

/s/ Mark W. Brugger

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Mark W. Brugger  
Chief Executive Officer  
(Principal Executive Officer)

**Certification of Chief Financial Officer**  
**Pursuant to Rule 13a-14(a) and Rule 15d-14(a)**

I, Jay L. Johnson, certify that:

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

Date: May 4, 2018

/s/ Jay L. Johnson

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Jay L. Johnson  
Executive Vice President and  
Chief Financial Officer  
(Principal Financial Officer)

**Certification**  
**Pursuant to 18 U.S.C. Section 1350**

The undersigned officers, who are the Chief Executive Officer and Chief Financial Officer of DiamondRock Hospitality Company (the "Company"), each hereby certifies to the best of his knowledge, that the Company's Quarterly Report on Form 10-Q (the "Report") to which this certification is attached, as filed with the Securities and Exchange Commission on the date hereof, fully complies with the requirements of Section 13(a) or 15(d), as applicable, of the Securities Exchange Act of 1934, as amended, and that the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Mark W. Brugger

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Mark W. Brugger  
Chief Executive Officer

May 4, 2018

/s/ Jay L. Johnson

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Jay L. Johnson  
Executive Vice President and Chief Financial Officer

May 4, 2018

