

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

FORM 8-K

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

Date of Report (Date of earliest event reported):
January 6, 2017

DiamondRock Hospitality Company

(Exact name of registrant as specified in charter)

Maryland
(State or Other Jurisdiction
of Incorporation)

001-32514
(Commission File Number)

20-1180098
(IRS Employer
Identification No.)

3 Bethesda Metro Center, Suite 1500
Bethesda, MD 20814
(Address of Principal Executive Offices) (Zip Code)

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

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

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

Item 8.01. Other Events.

On January 6, 2017, DiamondRock Hospitality Company (the "Company") entered into a Renewal and Amendment No. 2 to Distribution Agreement (the "Amendments") with each of Deutsche Bank Securities Inc., Merrill Lynch, Pierce, Fenner & Smith Incorporated, Robert W. Baird & Co. Incorporated and Wells Fargo Securities, LLC, as sales agents (the "Agents") with respect to the Company's at-the-market equity offering program. The Amendments provide, among other things, that the Distribution Agreements, dated as of November 24, 2014 and amended on August 7, 2015 (the "Distribution Agreements"), be renewed retroactive to November 24, 2016 and that the term of the Distribution Agreements be extended to August 1, 2018. The Company has not made any sales under its at-the-market equity offering program since the Distribution Agreements were last amended on August 7, 2015.

The form of the Amendments is filed as Exhibit 1.1 to this Current Report on Form 8-K. The description of the Amendments does not purport to be complete and is qualified in its entirety by reference to the form of the Amendments filed herewith as an exhibit to this Current Report on Form 8-K.

This Current Report on Form 8-K shall not constitute an offer to sell or a solicitation of an offer to buy any securities, nor shall there be any sale of securities in any state or jurisdiction in which such an offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such state or other jurisdiction.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
1.1	Form of Renewal and Amendment No. 2 to Distribution Agreement, dated January 6, 2017, by and among the Company, DiamondRock Hospitality Limited Partnership and the Agents.

SIGNATURE

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

DIAMONDROCK HOSPITALITY COMPANY

Date: January 6, 2017

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

3

EXHIBIT INDEX

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1.1	Form of Renewal and Amendment No. 2 to Distribution Agreement, dated January 6, 2017, by and among the Company, DiamondRock Hospitality Limited Partnership and the Agents.

4

DIAMONDROCK HOSPITALITY COMPANY
FORM OF RENEWAL AND AMENDMENT NO. 2

TO

DISTRIBUTION AGREEMENT

January 6, 2017

[]

Ladies and Gentlemen:

Reference is made to the Distribution Agreement, dated November 24, 2014, by and among [] (the “**Sales Agent**”), DiamondRock Hospitality Company, a Maryland corporation (the “**Company**”), and DiamondRock Hospitality Limited Partnership, a Delaware limited partnership (the “**Partnership**” and together with the Company, the “**Transaction Entities**”), as amended by Amendment No. 1 to Distribution Agreement, dated August 7, 2015, by and among the Sales Agent and the Transaction Entities (as amended, the “**Distribution Agreement**”), pursuant to which the Company agreed to sell from time to time through the Sales Agent, acting as agent and/or principal, up to an aggregate of \$200,000,000 of shares of the Company’s common stock, par value \$0.01 per share. All capitalized terms used in this Renewal and Amendment No. 2 to Distribution Agreement by and among the Sales Agent and the Transaction Entities (this “**Amendment**”) and not otherwise defined shall have the respective meanings assigned to them in the Distribution Agreement.

The Distribution Agreement was automatically terminated by its terms on November 24, 2016. The Sales Agent and the Transaction Entities now desire to renew the Distribution Agreement retroactive to November 24, 2016 and amend the Distribution Agreement to extend its term to August 1, 2018 and hereby agree as follows:

A. Renewal of Distribution Agreement. The Distribution Agreement is renewed retroactive to November 24, 2016 and all provisions of the Distribution Agreement, as amended hereby, shall be deemed to have been in effect continuously and without interruption since that time.

B. Amendments to Distribution Agreement. The Distribution Agreement is hereby amended as follows:

1. Section 8(c) of the Distribution Agreement is hereby deleted and replaced with the following:

“This Agreement shall remain in full force and effect until the earlier of (A) termination of this Agreement pursuant to Section 8(a) or 8(b) above or otherwise by mutual written agreement of the parties, (B) such date that the Maximum Amount of Shares have been sold in accordance with the terms of this Agreement, any Terms Agreement, any Alternative Distribution Agreement and any Alternative Terms Agreement and (C) August 1, 2018, in each case except that the provisions of Section 3, 4 (except that if no Shares have been previously sold hereunder or under any Terms Agreement, only Section 4(l)), 9, 13, 14, 15 and 18 of this Agreement shall remain in full force and effect notwithstanding such termination. For the avoidance of doubt, the Company shall be under no obligation to file a new shelf registration statement on Form S-3 upon the expiration of the Registration Statement (No. 333-206255).”

2. The first sentence of the last paragraph to the opening section of the Distribution Agreement is hereby deleted and replaced with the following:

“The Company has also entered into three separate distribution agreements, dated as of November 24, 2014, as amended by Amendment No. 1 to such agreements, dated as of August 7, 2015, as further amended by Renewal and Amendment No. 2 to such agreements, dated as of even date herewith (as amended, each an “**Alternative Distribution Agreement**” and together, the

“**Alternative Distribution Agreements**”), with each of [] (each, an “**Alternative Agent**” and together with the Sales Agent, the “**Agents**”).”

3. The first sentence of the Form of Terms Agreement attached as Exhibit A to the Distribution Agreement shall be amended to add “, as further amended on January 6, 2017” immediately before “(the “Distribution Agreement”)”.

4. The first sentence of the Form of Transaction Notice attached as Exhibit B to the Distribution Agreement shall be amended to add “, as further amended on January 6, 2017” immediately before “(the “Agreement”)”.

C. No Other Amendments. Except as set forth in Part B above, all the terms and provisions of the Distribution Agreement shall continue in full force and effect.

D. Counterparts. This Amendment 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. Delivery of an executed Amendment by one party to the other may be made by facsimile or email transmission.

[Signature pages follow]

If the foregoing correctly sets forth the understanding among the parties hereto, please so indicate in the space provided below for that purpose, whereupon this Amendment shall constitute a binding agreement among the parties hereto.

Very truly yours,

DIAMONDROCK HOSPITALITY COMPANY

By: _____
Name:
Title:

DIAMONDROCK HOSPITALITY LIMITED PARTNERSHIP

By: DiamondRock Hospitality Company, its general partner

By: _____
Name:
Title:

[Signature Page to Renewal and Amendment No. 2 to Distribution Agreement]

ACCEPTED as of the date first-above written:

[]

By: _____
Name:
Title:

[Signature Page to Renewal and Amendment No. 2 to Distribution Agreement]
