
**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):

December 20, 2018

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.)

2 Bethesda Metro Center, Suite 1400
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))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 or Rule 12b-2 of the Securities Exchange Act of 1934.

Emerging growth 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 provided pursuant to Section 13(a) of the Exchange Act.

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On December 20, 2018, the Board of Directors of DiamondRock Hospitality Company (the “Company”) approved an amendment (the “Amendment”) to the Company’s 2016 Equity Incentive Plan (the “Plan”). The Amendment prohibits liberal share recycling by providing that shares surrendered in payment of the exercise price of an option and shares withheld or surrendered for payment of taxes with respect to any award will be counted toward the share reserve and not be available for re-issuance under the Plan. The Amendment also provides for certain minimum vesting requirements.

The foregoing description of the Amendment is qualified in its entirety by the full terms and conditions of the Amendment which is filed as Exhibit 10.1 to this Current Report and incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

<u>Exhibit No.</u>	<u>Description</u>
10.1*	First Amendment to the DiamondRock Hospitality Company 2016 Equity Incentive Plan

* Filed herewith.

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: December 26, 2018

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

**FIRST AMENDMENT TO THE DIAMONDROCK HOSPITALITY COMPANY
2016 EQUITY INCENTIVE PLAN**

This First Amendment (this “**Amendment**”) to the DiamondRock Hospitality Company 2016 Equity Incentive Plan (the “**Plan**”) is made and entered into as of December 20, 2018 (the “**Amendment Date**”) by DiamondRock Hospitality Company, a Maryland corporation (the “**Company**”). All capitalized terms used but not defined in this Amendment shall have the meanings ascribed to such terms in the Plan.

RECITALS

WHEREAS, pursuant to Section 18 of the Plan, the Board of Directors of the Company authorized the Company to enter into this Amendment;

NOW, THEREFORE, the Plan shall be amended, effective as of the Amendment Date, as follows:

1. The following is added as a new Section 3(f), which reads in its entirety as follows:

(e) Awards granted under the Plan after the Amendment Date shall not vest prior to the first anniversary of the date of grant of the Award; provided that, notwithstanding the foregoing, up to 5% of the shares of Stock authorized for issuance under the Plan pursuant to Section 3(a) (as adjusted pursuant to Section 3(c)) may be utilized for Awards granted after the Amendment Date that provide for vesting within one year following the date of grant. In addition to the 5% exception noted in the proviso above, the Administrator may grant Awards that vest (or permit previously granted Awards to vest) within one year following the date of grant (i) due to the grantee’s retirement, disability or death, (ii) due to an event that constitutes a change in control, as determined by the Administrator, including, without limitation, a Change in Control, (iii) if such Awards are granted as substitute Awards in replacement of other Awards (or awards previously granted by an entity being acquired (or assets of which are being acquired)) that were scheduled to vest within one year following the date of grant of such substitute Awards or (iv) if such Awards are being granted in respect of an elective deferral of cash compensation that, absent a deferral election, otherwise would have been paid to the grantee within one year following the date of grant. Notwithstanding the foregoing, the Administrator may accelerate the vesting of a grantee’s previously granted Award that meets the minimum vesting requirements set forth above in connection with a qualifying termination, as determined by the Administrator, of the grantee’s employment or other service relationship with the Company or one of its subsidiaries (including as a result of the grantee’s employer ceasing to be a subsidiary of the Company).

2. Section 3(a) shall be deleted in its entirety and replaced by the following new Section 3(a):

(a) Stock Issuable. The maximum number of shares of Stock reserved and available for issuance under the Plan shall be 7,000,000 shares less one share for every one share granted under any Prior Plan after December 31, 2015. After the Effective Date of the Plan, no awards may be granted under the Prior Plan. For purposes of this limitation, the shares of Stock underlying any awards under the Plan or the Prior Plan that are forfeited, canceled or otherwise terminated (other than by exercise) after the Effective Date shall be added back to the shares of Stock available for issuance under the Plan. Notwithstanding the foregoing, the following shares shall not be added to the shares authorized for grant under the Plan: (i) shares tendered or held back upon exercise of an Option or settlement of an Award to cover the exercise price or tax withholding, and (ii) shares subject to a Stock Appreciation Right that are not issued in connection with the stock settlement of the Stock Appreciation Right upon exercise thereof. In the event the Company repurchases shares of Stock on the open market, such shares shall not be added to the shares of Stock available for issuance under the Plan. Subject to such overall limitations, shares of Stock may be issued up to such maximum number pursuant to any type or types of Award; provided, however, that Stock Options or Stock Appreciation Rights with respect to no more than 1,000,000 shares of Stock may be granted to any one individual grantee during any one calendar year period, and no more than 2,000,000 shares of the Stock may be issued in the form of Incentive Stock Options. The shares available for issuance under the Plan may be authorized but unissued shares of Stock or shares of Stock reacquired by the Company.

All other terms and conditions of the Plan shall be unchanged and remain in full force and effect.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Company executed this Amendment as of the day and year first above written.

COMPANY

DIAMONDROCK HOSPITALITY COMPANY

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