
**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):
June 1, 2005**

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.)

**10400 Fernwood Road, Suite 300
Bethesda, MD 20817**
(Address of Principal Executive Offices) (Zip Code)

(301) 380-7100
(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))
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ITEM 1.01. Entry into Material Definitive Agreements.

Deferred Stock Unit Awards

As previously disclosed in connection with the initial public offering of DiamondRock Hospitality Company (the "Company"), the Company's board of directors and its compensation committee authorized the Company to grant equity compensation awards to the Company's executive officers upon the completion of the initial public offering. These grants have been made, effective June 1, 2005, in the form of deferred stock unit awards under the Company's 2004 Stock Option and Incentive Plan. The amounts of deferred stock units granted to the Company's executive officers are as follows: William W. McCarten, Chairman of the Board and Chief Executive Officer – 112,500 deferred stock units; John L. Williams, President and Chief Operating Officer – 105,000 deferred stock units; Mark W. Brugger, Chief Financial Officer and Treasurer – 82,500 deferred stock units; Michael D. Schechter, General Counsel and Secretary – 57,500 deferred stock units and Sean M. Mahoney, Chief Accounting Officer and Corporate Controller – 25,000 deferred stock units.

The deferred stock unit awards are fully vested and represent the promise of the Company to issue a number of shares of the Company's common stock to each executive officer upon the earlier of (i) a sale event and (ii) five years after the date of grant (the "Deferral Period"). However, if an executive's service with the Company is terminated for "cause" prior to the expiration of the Deferral Period, all deferred stock unit awards will be forfeited. In addition, upon the payment of any dividends by the Company, it will credit holders of deferred stock units with additional deferred stock units equal to the fair market value of the Company's common stock in lieu of paying dividends; however such holders do not have the rights of a stockholder, including voting rights. The deferred stock units are evidenced by a deferred stock unit agreement and are subject to and conditioned upon all of the terms and conditions of the Company's 2004 Stock Option and Incentive Plan.

The deferred stock unit agreements are filed as Exhibits 10.1 through 10.5 to this Current Report on Form 8-K and are incorporated herein by reference. The above summary is qualified in its entirety by reference thereto.

ITEM 7.01. Regulation FD Disclosure

Agreement to Acquire Oak Brook Hills Resort & Conference Center

On July 25, 2005, the Company issued a press release announcing that it had entered into an agreement to acquire, through its operating partnership, DiamondRock Hospitality Limited Partnership, the Oak Brook Hills Resort & Conference Center located in Oak Brook, Illinois, a suburb of Chicago, Illinois. A copy of the press release is furnished herewith as Exhibit 99.1.

Acquisition of Buckhead SpringHill Suites by Marriott

On July 25, 2005, the Company announced the acquisition of Buckhead SpringHill Suites by Marriott located in the Buckhead area of Atlanta. A copy of the press release is furnished herewith as Exhibit 99.2.

ITEM 9.01. Financial Statements and Exhibits.

(c) *Exhibits.*

See Index to Exhibits attached hereto.

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: July 26, 2005

By: /s/ Michael D. Schecter

Michael D. Schecter
General Counsel and Secretary

EXHIBIT INDEX

Exhibit No.	Description
10.1	Deferred Stock Award Agreement with William W. McCarten
10.2	Deferred Stock Award Agreement with John L. Williams
10.3	Deferred Stock Award Agreement with Mark W. Brugger
10.4	Deferred Stock Award Agreement with Michael D. Schecter
10.5	Deferred Stock Award Agreement with Sean M. Mahoney
99.1	Press Release – Oak Brook Hills Resort & Conference Center
99.2	Press Release – Buckhead SpringHill Suites by Marriott

DEFERRED STOCK AWARD AGREEMENT

UNDER THE DIAMONDROCK HOSPITALITY COMPANY
2004 STOCK OPTION AND INCENTIVE PLAN

Name of Grantee: William W. McCarten
No. of Shares: 112,500
Purchase Price per Share: \$0.00
Grant Date: June 1, 2005
Final Acceptance Date: August 1, 2005

This Deferred Stock Award Agreement (the "Agreement"), made as of the 1st day of June, 2005 (the "Grant Date") by and between DiamondRock Hospitality Company (the "Company"), and Williams W. McCarten (the "Grantee"), evidences the grant by the Company of certain shares of Deferred Stock set forth above (the "Award") to the Grantee on such date and the Grantee's acceptance of the Award in accordance with the provisions of the DiamondRock Hospitality Company 2004 Stock Option and Incentive Plan (the "Plan"). The Company and the Grantee agree as follows:

1. Basis for Award. This Award is made in accordance with Section 8 of the Plan.

2. Deferred Stock Awarded.

(a) The Company hereby awards to the Grantee, in the aggregate the number of shares of Deferred Stock set forth above.

(b) The Company shall in accordance with the Plan establish and maintain an account (the "Deferred Stock Account") for the Grantee, and such account shall be credited with the number of shares of Deferred Stock granted to the Grantee.

(c) Until the payment of Deferred Stock awarded to the Grantee, the Deferred Stock and any related securities, dividends or other property nominally credited to a Deferred Stock Account shall not be sold, transferred, or otherwise disposed of and shall not be pledged or otherwise hypothecated.

(d) Upon the payment of any dividends (or other distribution) by the Company, the Company shall, on the day such dividend (or other distribution) is paid, credit the Deferred Stock Account with additional shares (or a fraction of a share) of Deferred Stock equal to the fair market value of the Stock (determined as of the close of the New York Stock Exchange on such payment date) in lieu of paying such dividend or making such other distribution. The determination of fair market value shall be made by the Administrator acting in good faith. Any such additional shares of Deferred Stock shall be subject to the same vesting schedule and deferral as the original Award and such additional shares shall be paid on the same date that the original Award is paid. On the date that the Award is paid, all fractional shares shall be eliminated.

3. Vesting and Deferral Period. The Deferred Stock covered by this Agreement shall vest on the Grant Date. Notwithstanding the foregoing, except as provided in Section 4

below, settlement and payment of the Deferred Stock shall automatically be deferred for a period of five (5) years from the Grant Date (the “Deferral Period”) and shall be paid in accordance with Section 4 below. Notwithstanding the foregoing, if Grantee’s service with the Company is terminated for Cause (as defined below) prior to the expiration of the Deferral Period, all amounts credited to the Grantee’s Deferred Stock Account shall be forfeited and no payments shall be made to the Grantee hereunder. For purposes hereof “Cause” shall mean the occurrence of any of the following events based on a determination by the Board of Directors of the Company (the “Board”) in good faith: (i) the conviction or indictment of the Grantee of, or the entry of a plea of guilty or nolo contendere by the Grantee to, any felony; (ii) fraud, misappropriation or embezzlement by the Grantee; (iii) the Grantee’s willful failure or gross negligence in the performance of his assigned duties for the Company, which failure or gross negligence continues for more than 15 days following the Grantee’s receipt of written notice of such willful failure or gross negligence from the Board; (iv) any act or omission of the Grantee that has a demonstrated and material adverse impact on the Company reputation for honesty and fair dealing; (v) the breach by the Grantee of his duties under any agreement he is a party to with the Company or any of its affiliates or any material term of any such agreements; or (vi) a material violation by Grantee of the Company’s employment policies which continues for more than 15 days following written notice of such violation from the Board.

4. Payment. Except as provided in the Plan, upon the earlier to occur of (i) a Sale Event or (ii) expiration of the Deferral Period, the Grantee’s Deferred Stock Account shall be paid in full and payment shall be made in the form of shares of Stock equal to the number of Deferred Stock credited to the Grantee’s Deferred Stock Account which are being paid and settled. The Administrator shall cause a stock certificate to be delivered to the Grantee with respect to such shares of Stock free of all restrictions hereunder, except for applicable federal securities laws restrictions. Any securities, cash dividends or other property credited to the Deferred Stock Account other than Deferred Stock shall be paid in kind, or, in the discretion of the Committee, in cash. Notwithstanding the foregoing, to the extent that a Grantee is a “specified employee” as defined under Section 409A of the Code at the time the payments contemplated hereunder are to be made, any payments of deferred compensation that may be made as a result of the Grantee’s separation from service shall commence six (6) months and one day following such separation from service if earlier payment would be a violation of Section 409A of the Code. In addition, the timing of certain payment of awards provided for under this Plan may be revised as necessary for compliance with Section 409A of the Code with or without a Grantee’s consent. This Section 4 is not intended to accelerate the payment of deferred compensation within the meaning of Section 409A of the Code in a manner which would subject the Grantee to any taxes and penalties under Section 409A of the Code. As such, this Section 4 shall operate only to accelerate the payment of any Award, if such acceleration does not cause the Grantee to become subject to taxes and penalties under Section 409A(a)(1)(B) of the Code or otherwise violate Section 409A(a)(2) of the Code.

5. Compliance with Laws and Regulations. The issuance of shares of Stock upon the settlement of the Deferred Stock shall be subject to compliance by the Company and the Grantee with all applicable requirements of securities laws, other applicable laws and regulations of any stock exchange on which the Shares may be listed at the time of such issuance or transfer. The Grantee understands that the Company is under no obligation to register or qualify the Stock with the United States Securities and Exchange Commission, any state securities commission or any stock exchange to effect such compliance.

6. Tax Withholding. The Grantee agrees that no later than the date as of which the Deferred Stock vest and/or are settled, the Grantee shall pay to the Company (in cash or to the extent permitted by the Administrator, shares of Stock otherwise deliverable to the Grantee hereunder or previously held by the Grantee whose Fair Market Value on the day preceding the date the Deferred Stock vests and/or are settled is equal to the amount of the Grantee's tax withholding liability) any federal, state or local taxes of any kind required by law to be withheld, if any, with respect to the Deferred Stock. Alternatively, the Company or its Subsidiary shall, to the extent permitted by law, have the right to deduct from any payment of any kind otherwise due to the Grantee (including payments due when the Deferred Stock vest and/or settled) any federal, state or local taxes of any kind required by law to be withheld.

7. Nontransferability. Except as provided in the Plan, this Award is not transferable.

8. No Right to Continued Employment. Nothing in this Agreement shall be deemed by implication or otherwise to impose any limitation on any right of the Company or any of its affiliates to terminate the Grantee's employment at any time, in the absence of a specific written agreement to the contrary.

9. Representations and Warranties of Grantee. The Grantee represents and warrants to the Company that:

(a) **Agrees to Terms of the Plan.** The Grantee has received a copy of the Plan and has read and understands the terms of the Plan and this Agreement, and agrees to be bound by their terms and conditions. The Grantee acknowledges that there may be adverse tax consequences upon the vesting and/or settlement of Deferred Stock or thereafter and that the Grantee should consult a tax adviser prior to such time. The Company makes no guarantee to the Grantee that the Award granted hereunder will not be taxable prior to payment or that the Plan and this Award comply with Section 409A of the Code.

(b) **Cooperation.** The Grantee agrees to sign such additional documentation as may reasonably be required from time to time by the Company.

10. Adjustment Upon Changes in Capitalization. In the event of a Change in Stock as set forth in Section 3 of the Plan, the Administrator may make appropriate adjustments to the number and class of shares relating to the Deferred Stock as it deems appropriate, in its sole discretion, to preserve the value of this Award. The Committee's adjustment shall be made in accordance with the provisions of Section 3 of the Plan and shall be effective and final, binding and conclusive for all purposes of the Plan and this Agreement.

11. Governing Law; Modification. This Agreement shall be governed by the laws of the State of Maryland without regard to the conflict of law principles. The Agreement may not be modified except in writing signed by both parties.

12. Defined Terms. Except as otherwise provided herein, or unless the context clearly indicates otherwise, capitalized terms used but not defined herein have the definitions as provided in the Plan. The terms and provisions of the Plan are incorporated herein by reference. In the event of a conflict or inconsistency between the non-discretionary terms and provisions of the Plan and the provisions of this Agreement, the Plan shall govern and control.

13. Miscellaneous. The masculine pronoun shall be deemed to include the feminine, and the singular number shall be deemed to include the plural unless a different meaning is plainly required by the context.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the 25th day of July, 2005.

DIAMONDROCK HOSPITALITY COMPANY

By: /s/ Michael D. Schechter

Name: Michael D. Schechter
Title: General Counsel and Secretary

GRANTEE

By: /s/ William W. McCarten

DEFERRED STOCK AWARD AGREEMENT

UNDER THE DIAMONDROCK HOSPITALITY COMPANY
2004 STOCK OPTION AND INCENTIVE PLAN

Name of Grantee: John L. Williams
No. of Shares: 105,000
Purchase Price per Share: \$0.00
Grant Date: June 1, 2005
Final Acceptance Date: August 1, 2005

This Deferred Stock Award Agreement (the "Agreement"), made as of the 1st day of June, 2005 (the "Grant Date") by and between DiamondRock Hospitality Company (the "Company"), and John L. Williams (the "Grantee"), evidences the grant by the Company of certain shares of Deferred Stock set forth above (the "Award") to the Grantee on such date and the Grantee's acceptance of the Award in accordance with the provisions of the DiamondRock Hospitality Company 2004 Stock Option and Incentive Plan (the "Plan"). The Company and the Grantee agree as follows:

1. Basis for Award. This Award is made in accordance with Section 8 of the Plan.

2. Deferred Stock Awarded.

(a) The Company hereby awards to the Grantee, in the aggregate the number of shares of Deferred Stock set forth above.

(b) The Company shall in accordance with the Plan establish and maintain an account (the "Deferred Stock Account") for the Grantee, and such account shall be credited with the number of shares of Deferred Stock granted to the Grantee.

(c) Until the payment of Deferred Stock awarded to the Grantee, the Deferred Stock and any related securities, dividends or other property nominally credited to a Deferred Stock Account shall not be sold, transferred, or otherwise disposed of and shall not be pledged or otherwise hypothecated.

(d) Upon the payment of any dividends (or other distribution) by the Company, the Company shall, on the day such dividend (or other distribution) is paid, credit the Deferred Stock Account with additional shares (or a fraction of a share) of Deferred Stock equal to the fair market value of the Stock (determined as of the close of the New York Stock Exchange on such payment date) in lieu of paying such dividend or making such other distribution. The determination of fair market value shall be made by the Administrator acting in good faith. Any such additional shares of Deferred Stock shall be subject to the same vesting schedule and deferral as the original Award and such additional shares shall be paid on the same date that the original Award is paid. On the date that the Award is paid, all fractional shares shall be eliminated.

3. Vesting and Deferral Period. The Deferred Stock covered by this Agreement shall vest on the Grant Date. Notwithstanding the foregoing, except as provided in Section 4

below, settlement and payment of the Deferred Stock shall automatically be deferred for a period of five (5) years from the Grant Date (the “Deferral Period”) and shall be paid in accordance with Section 4 below. Notwithstanding the foregoing, if Grantee’s service with the Company is terminated for Cause (as defined below) prior to the expiration of the Deferral Period, all amounts credited to the Grantee’s Deferred Stock Account shall be forfeited and no payments shall be made to the Grantee hereunder. For purposes hereof “Cause” shall mean the occurrence of any of the following events based on a determination by the Board of Directors of the Company (the “Board”) in good faith: (i) the conviction or indictment of the Grantee of, or the entry of a plea of guilty or nolo contendere by the Grantee to, any felony; (ii) fraud, misappropriation or embezzlement by the Grantee; (iii) the Grantee’s willful failure or gross negligence in the performance of his assigned duties for the Company, which failure or gross negligence continues for more than 15 days following the Grantee’s receipt of written notice of such willful failure or gross negligence from the Board; (iv) any act or omission of the Grantee that has a demonstrated and material adverse impact on the Company reputation for honesty and fair dealing; (v) the breach by the Grantee of his duties under any agreement he is a party to with the Company or any of its affiliates or any material term of any such agreements; or (vi) a material violation by Grantee of the Company’s employment policies which continues for more than 15 days following written notice of such violation from the Board.

4. Payment. Except as provided in the Plan, upon the earlier to occur of (i) a Sale Event or (ii) expiration of the Deferral Period, the Grantee’s Deferred Stock Account shall be paid in full and payment shall be made in the form of shares of Stock equal to the number of Deferred Stock credited to the Grantee’s Deferred Stock Account which are being paid and settled. The Administrator shall cause a stock certificate to be delivered to the Grantee with respect to such shares of Stock free of all restrictions hereunder, except for applicable federal securities laws restrictions. Any securities, cash dividends or other property credited to the Deferred Stock Account other than Deferred Stock shall be paid in kind, or, in the discretion of the Committee, in cash. Notwithstanding the foregoing, to the extent that a Grantee is a “specified employee” as defined under Section 409A of the Code at the time the payments contemplated hereunder are to be made, any payments of deferred compensation that may be made as a result of the Grantee’s separation from service shall commence six (6) months and one day following such separation from service if earlier payment would be a violation of Section 409A of the Code. In addition, the timing of certain payment of awards provided for under this Plan may be revised as necessary for compliance with Section 409A of the Code with or without a Grantee’s consent. This Section 4 is not intended to accelerate the payment of deferred compensation within the meaning of Section 409A of the Code in a manner which would subject the Grantee to any taxes and penalties under Section 409A of the Code. As such, this Section 4 shall operate only to accelerate the payment of any Award, if such acceleration does not cause the Grantee to become subject to taxes and penalties under Section 409A(a)(1)(B) of the Code or otherwise violate Section 409A(a)(2) of the Code.

5. Compliance with Laws and Regulations. The issuance of shares of Stock upon the settlement of the Deferred Stock shall be subject to compliance by the Company and the Grantee with all applicable requirements of securities laws, other applicable laws and regulations of any stock exchange on which the Shares may be listed at the time of such issuance or transfer. The Grantee understands that the Company is under no obligation to register or qualify the Stock with the United States Securities and Exchange Commission, any state securities commission or any stock exchange to effect such compliance.

6. Tax Withholding. The Grantee agrees that no later than the date as of which the Deferred Stock vest and/or are settled, the Grantee shall pay to the Company (in cash or to the extent permitted by the Administrator, shares of Stock otherwise deliverable to the Grantee hereunder or previously held by the Grantee whose Fair Market Value on the day preceding the date the Deferred Stock vests and/or are settled is equal to the amount of the Grantee's tax withholding liability) any federal, state or local taxes of any kind required by law to be withheld, if any, with respect to the Deferred Stock. Alternatively, the Company or its Subsidiary shall, to the extent permitted by law, have the right to deduct from any payment of any kind otherwise due to the Grantee (including payments due when the Deferred Stock vest and/or settled) any federal, state or local taxes of any kind required by law to be withheld.

7. Nontransferability. Except as provided in the Plan, this Award is not transferable.

8. No Right to Continued Employment. Nothing in this Agreement shall be deemed by implication or otherwise to impose any limitation on any right of the Company or any of its affiliates to terminate the Grantee's employment at any time, in the absence of a specific written agreement to the contrary.

9. Representations and Warranties of Grantee. The Grantee represents and warrants to the Company that:

(a) **Agrees to Terms of the Plan.** The Grantee has received a copy of the Plan and has read and understands the terms of the Plan and this Agreement, and agrees to be bound by their terms and conditions. The Grantee acknowledges that there may be adverse tax consequences upon the vesting and/or settlement of Deferred Stock or thereafter and that the Grantee should consult a tax adviser prior to such time. The Company makes no guarantee to the Grantee that the Award granted hereunder will not be taxable prior to payment or that the Plan and this Award comply with Section 409A of the Code.

(b) **Cooperation.** The Grantee agrees to sign such additional documentation as may reasonably be required from time to time by the Company.

10. Adjustment Upon Changes in Capitalization. In the event of a Change in Stock as set forth in Section 3 of the Plan, the Administrator may make appropriate adjustments to the number and class of shares relating to the Deferred Stock as it deems appropriate, in its sole discretion, to preserve the value of this Award. The Committee's adjustment shall be made in accordance with the provisions of Section 3 of the Plan and shall be effective and final, binding and conclusive for all purposes of the Plan and this Agreement.

11. Governing Law; Modification. This Agreement shall be governed by the laws of the State of Maryland without regard to the conflict of law principles. The Agreement may not be modified except in writing signed by both parties.

12. Defined Terms. Except as otherwise provided herein, or unless the context clearly indicates otherwise, capitalized terms used but not defined herein have the definitions as provided in the Plan. The terms and provisions of the Plan are incorporated herein by reference. In the event of a conflict or inconsistency between the non-discretionary terms and provisions of the Plan and the provisions of this Agreement, the Plan shall govern and control.

13. Miscellaneous. The masculine pronoun shall be deemed to include the feminine, and the singular number shall be deemed to include the plural unless a different meaning is plainly required by the context.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the 25th day of July, 2005.

DIAMONDROCK HOSPITALITY COMPANY

By: /s/ Michael D. Schechter

Name: Michael D. Schechter
Title: General Counsel and Secretary

GRANTEE

By: /s/ John L. Williams

DEFERRED STOCK AWARD AGREEMENT

UNDER THE DIAMONDROCK HOSPITALITY COMPANY
2004 STOCK OPTION AND INCENTIVE PLAN

Name of Grantee: Mark W. Brugger
No. of Shares: 82,500
Purchase Price per Share: \$0.00
Grant Date: June 1, 2005
Final Acceptance Date: August 1, 2005

This Deferred Stock Award Agreement (the "Agreement"), made as of the 1st day of June, 2005 (the "Grant Date") by and between DiamondRock Hospitality Company (the "Company"), and Mark W. Brugger (the "Grantee"), evidences the grant by the Company of certain shares of Deferred Stock set forth above (the "Award") to the Grantee on such date and the Grantee's acceptance of the Award in accordance with the provisions of the DiamondRock Hospitality Company 2004 Stock Option and Incentive Plan (the "Plan"). The Company and the Grantee agree as follows:

1. Basis for Award. This Award is made in accordance with Section 8 of the Plan.

2. Deferred Stock Awarded.

(a) The Company hereby awards to the Grantee, in the aggregate the number of shares of Deferred Stock set forth above.

(b) The Company shall in accordance with the Plan establish and maintain an account (the "Deferred Stock Account") for the Grantee, and such account shall be credited with the number of shares of Deferred Stock granted to the Grantee.

(c) Until the payment of Deferred Stock awarded to the Grantee, the Deferred Stock and any related securities, dividends or other property nominally credited to a Deferred Stock Account shall not be sold, transferred, or otherwise disposed of and shall not be pledged or otherwise hypothecated.

(d) Upon the payment of any dividends (or other distribution) by the Company, the Company shall, on the day such dividend (or other distribution) is paid, credit the Deferred Stock Account with additional shares (or a fraction of a share) of Deferred Stock equal to the fair market value of the Stock (determined as of the close of the New York Stock Exchange on such payment date) in lieu of paying such dividend or making such other distribution. The determination of fair market value shall be made by the Administrator acting in good faith. Any such additional shares of Deferred Stock shall be subject to the same vesting schedule and deferral as the original Award and such additional shares shall be paid on the same date that the original Award is paid. On the date that the Award is paid, all fractional shares shall be eliminated.

3. Vesting and Deferral Period. The Deferred Stock covered by this Agreement shall vest on the Grant Date. Notwithstanding the foregoing, except as provided in Section 4

below, settlement and payment of the Deferred Stock shall automatically be deferred for a period of five (5) years from the Grant Date (the “Deferral Period”) and shall be paid in accordance with Section 4 below. Notwithstanding the foregoing, if Grantee’s service with the Company is terminated for Cause (as defined below) prior to the expiration of the Deferral Period, all amounts credited to the Grantee’s Deferred Stock Account shall be forfeited and no payments shall be made to the Grantee hereunder. For purposes hereof “Cause” shall mean the occurrence of any of the following events based on a determination by the Board of Directors of the Company (the “Board”) in good faith: (i) the conviction or indictment of the Grantee of, or the entry of a plea of guilty or nolo contendere by the Grantee to, any felony; (ii) fraud, misappropriation or embezzlement by the Grantee; (iii) the Grantee’s willful failure or gross negligence in the performance of his assigned duties for the Company, which failure or gross negligence continues for more than 15 days following the Grantee’s receipt of written notice of such willful failure or gross negligence from the Board; (iv) any act or omission of the Grantee that has a demonstrated and material adverse impact on the Company reputation for honesty and fair dealing; (v) the breach by the Grantee of his duties under any agreement he is a party to with the Company or any of its affiliates or any material term of any such agreements; or (vi) a material violation by Grantee of the Company’s employment policies which continues for more than 15 days following written notice of such violation from the Board.

4. Payment. Except as provided in the Plan, upon the earlier to occur of (i) a Sale Event or (ii) expiration of the Deferral Period, the Grantee’s Deferred Stock Account shall be paid in full and payment shall be made in the form of shares of Stock equal to the number of Deferred Stock credited to the Grantee’s Deferred Stock Account which are being paid and settled. The Administrator shall cause a stock certificate to be delivered to the Grantee with respect to such shares of Stock free of all restrictions hereunder, except for applicable federal securities laws restrictions. Any securities, cash dividends or other property credited to the Deferred Stock Account other than Deferred Stock shall be paid in kind, or, in the discretion of the Committee, in cash. Notwithstanding the foregoing, to the extent that a Grantee is a “specified employee” as defined under Section 409A of the Code at the time the payments contemplated hereunder are to be made, any payments of deferred compensation that may be made as a result of the Grantee’s separation from service shall commence six (6) months and one day following such separation from service if earlier payment would be a violation of Section 409A of the Code. In addition, the timing of certain payment of awards provided for under this Plan may be revised as necessary for compliance with Section 409A of the Code with or without a Grantee’s consent. This Section 4 is not intended to accelerate the payment of deferred compensation within the meaning of Section 409A of the Code in a manner which would subject the Grantee to any taxes and penalties under Section 409A of the Code. As such, this Section 4 shall operate only to accelerate the payment of any Award, if such acceleration does not cause the Grantee to become subject to taxes and penalties under Section 409A(a)(1)(B) of the Code or otherwise violate Section 409A(a)(2) of the Code.

5. Compliance with Laws and Regulations. The issuance of shares of Stock upon the settlement of the Deferred Stock shall be subject to compliance by the Company and the Grantee with all applicable requirements of securities laws, other applicable laws and regulations of any stock exchange on which the Shares may be listed at the time of such issuance or transfer. The Grantee understands that the Company is under no obligation to register or qualify the Stock with the United States Securities and Exchange Commission, any state securities commission or any stock exchange to effect such compliance.

6. Tax Withholding. The Grantee agrees that no later than the date as of which the Deferred Stock vest and/or are settled, the Grantee shall pay to the Company (in cash or to the extent permitted by the Administrator, shares of Stock otherwise deliverable to the Grantee hereunder or previously held by the Grantee whose Fair Market Value on the day preceding the date the Deferred Stock vests and/or are settled is equal to the amount of the Grantee's tax withholding liability) any federal, state or local taxes of any kind required by law to be withheld, if any, with respect to the Deferred Stock. Alternatively, the Company or its Subsidiary shall, to the extent permitted by law, have the right to deduct from any payment of any kind otherwise due to the Grantee (including payments due when the Deferred Stock vest and/or settled) any federal, state or local taxes of any kind required by law to be withheld.

7. Nontransferability. Except as provided in the Plan, this Award is not transferable.

8. No Right to Continued Employment. Nothing in this Agreement shall be deemed by implication or otherwise to impose any limitation on any right of the Company or any of its affiliates to terminate the Grantee's employment at any time, in the absence of a specific written agreement to the contrary.

9. Representations and Warranties of Grantee. The Grantee represents and warrants to the Company that:

(a) **Agrees to Terms of the Plan.** The Grantee has received a copy of the Plan and has read and understands the terms of the Plan and this Agreement, and agrees to be bound by their terms and conditions. The Grantee acknowledges that there may be adverse tax consequences upon the vesting and/or settlement of Deferred Stock or thereafter and that the Grantee should consult a tax adviser prior to such time. The Company makes no guarantee to the Grantee that the Award granted hereunder will not be taxable prior to payment or that the Plan and this Award comply with Section 409A of the Code.

(b) **Cooperation.** The Grantee agrees to sign such additional documentation as may reasonably be required from time to time by the Company.

10. Adjustment Upon Changes in Capitalization. In the event of a Change in Stock as set forth in Section 3 of the Plan, the Administrator may make appropriate adjustments to the number and class of shares relating to the Deferred Stock as it deems appropriate, in its sole discretion, to preserve the value of this Award. The Committee's adjustment shall be made in accordance with the provisions of Section 3 of the Plan and shall be effective and final, binding and conclusive for all purposes of the Plan and this Agreement.

11. Governing Law; Modification. This Agreement shall be governed by the laws of the State of Maryland without regard to the conflict of law principles. The Agreement may not be modified except in writing signed by both parties.

12. Defined Terms. Except as otherwise provided herein, or unless the context clearly indicates otherwise, capitalized terms used but not defined herein have the definitions as provided in the Plan. The terms and provisions of the Plan are incorporated herein by reference. In the event of a conflict or inconsistency between the non-discretionary terms and provisions of the Plan and the provisions of this Agreement, the Plan shall govern and control.

13. Miscellaneous. The masculine pronoun shall be deemed to include the feminine, and the singular number shall be deemed to include the plural unless a different meaning is plainly required by the context.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the 25th day of July, 2005.

DIAMONDROCK HOSPITALITY COMPANY

By: /s/ Michael D. Schechter

Name: Michael D. Schechter
Title: General Counsel and Secretary

GRANTEE

By: /s/ Mark W. Brugger

DEFERRED STOCK AWARD AGREEMENT

UNDER THE DIAMONDROCK HOSPITALITY COMPANY
2004 STOCK OPTION AND INCENTIVE PLAN

Name of Grantee: Michael D. Schecter
No. of Shares: 57,500
Purchase Price per Share: \$0.00
Grant Date: June 1, 2005
Final Acceptance Date: August 1, 2005

This Deferred Stock Award Agreement (the "Agreement"), made as of the 1st day of June, 2005 (the "Grant Date") by and between DiamondRock Hospitality Company (the "Company"), and Michael D. Schecter (the "Grantee"), evidences the grant by the Company of certain shares of Deferred Stock set forth above (the "Award") to the Grantee on such date and the Grantee's acceptance of the Award in accordance with the provisions of the DiamondRock Hospitality Company 2004 Stock Option and Incentive Plan (the "Plan"). The Company and the Grantee agree as follows:

1. Basis for Award. This Award is made in accordance with Section 8 of the Plan.

2. Deferred Stock Awarded.

(a) The Company hereby awards to the Grantee, in the aggregate the number of shares of Deferred Stock set forth above.

(b) The Company shall in accordance with the Plan establish and maintain an account (the "Deferred Stock Account") for the Grantee, and such account shall be credited with the number of shares of Deferred Stock granted to the Grantee.

(c) Until the payment of Deferred Stock awarded to the Grantee, the Deferred Stock and any related securities, dividends or other property nominally credited to a Deferred Stock Account shall not be sold, transferred, or otherwise disposed of and shall not be pledged or otherwise hypothecated.

(d) Upon the payment of any dividends (or other distribution) by the Company, the Company shall, on the day such dividend (or other distribution) is paid, credit the Deferred Stock Account with additional shares (or a fraction of a share) of Deferred Stock equal to the fair market value of the Stock (determined as of the close of the New York Stock Exchange on such payment date) in lieu of paying such dividend or making such other distribution. The determination of fair market value shall be made by the Administrator acting in good faith. Any such additional shares of Deferred Stock shall be subject to the same vesting schedule and deferral as the original Award and such additional shares shall be paid on the same date that the original Award is paid. On the date that the Award is paid, all fractional shares shall be eliminated.

3. Vesting and Deferral Period. The Deferred Stock covered by this Agreement shall vest on the Grant Date. Notwithstanding the foregoing, except as provided in Section 4

below, settlement and payment of the Deferred Stock shall automatically be deferred for a period of five (5) years from the Grant Date (the “Deferral Period”) and shall be paid in accordance with Section 4 below. Notwithstanding the foregoing, if Grantee’s service with the Company is terminated for Cause (as defined below) prior to the expiration of the Deferral Period, all amounts credited to the Grantee’s Deferred Stock Account shall be forfeited and no payments shall be made to the Grantee hereunder. For purposes hereof “Cause” shall mean the occurrence of any of the following events based on a determination by the Board of Directors of the Company (the “Board”) in good faith: (i) the conviction or indictment of the Grantee of, or the entry of a plea of guilty or nolo contendere by the Grantee to, any felony; (ii) fraud, misappropriation or embezzlement by the Grantee; (iii) the Grantee’s willful failure or gross negligence in the performance of his assigned duties for the Company, which failure or gross negligence continues for more than 15 days following the Grantee’s receipt of written notice of such willful failure or gross negligence from the Board; (iv) any act or omission of the Grantee that has a demonstrated and material adverse impact on the Company reputation for honesty and fair dealing; (v) the breach by the Grantee of his duties under any agreement he is a party to with the Company or any of its affiliates or any material term of any such agreements; or (vi) a material violation by Grantee of the Company’s employment policies which continues for more than 15 days following written notice of such violation from the Board.

4. Payment. Except as provided in the Plan, upon the earlier to occur of (i) a Sale Event or (ii) expiration of the Deferral Period, the Grantee’s Deferred Stock Account shall be paid in full and payment shall be made in the form of shares of Stock equal to the number of Deferred Stock credited to the Grantee’s Deferred Stock Account which are being paid and settled. The Administrator shall cause a stock certificate to be delivered to the Grantee with respect to such shares of Stock free of all restrictions hereunder, except for applicable federal securities laws restrictions. Any securities, cash dividends or other property credited to the Deferred Stock Account other than Deferred Stock shall be paid in kind, or, in the discretion of the Committee, in cash. Notwithstanding the foregoing, to the extent that a Grantee is a “specified employee” as defined under Section 409A of the Code at the time the payments contemplated hereunder are to be made, any payments of deferred compensation that may be made as a result of the Grantee’s separation from service shall commence six (6) months and one day following such separation from service if earlier payment would be a violation of Section 409A of the Code. In addition, the timing of certain payment of awards provided for under this Plan may be revised as necessary for compliance with Section 409A of the Code with or without a Grantee’s consent. This Section 4 is not intended to accelerate the payment of deferred compensation within the meaning of Section 409A of the Code in a manner which would subject the Grantee to any taxes and penalties under Section 409A of the Code. As such, this Section 4 shall operate only to accelerate the payment of any Award, if such acceleration does not cause the Grantee to become subject to taxes and penalties under Section 409A(a)(1)(B) of the Code or otherwise violate Section 409A(a)(2) of the Code.

5. Compliance with Laws and Regulations. The issuance of shares of Stock upon the settlement of the Deferred Stock shall be subject to compliance by the Company and the Grantee with all applicable requirements of securities laws, other applicable laws and regulations of any stock exchange on which the Shares may be listed at the time of such issuance or transfer. The Grantee understands that the Company is under no obligation to register or qualify the Stock with the United States Securities and Exchange Commission, any state securities commission or any stock exchange to effect such compliance.

6. Tax Withholding. The Grantee agrees that no later than the date as of which the Deferred Stock vest and/or are settled, the Grantee shall pay to the Company (in cash or to the extent permitted by the Administrator, shares of Stock otherwise deliverable to the Grantee hereunder or previously held by the Grantee whose Fair Market Value on the day preceding the date the Deferred Stock vests and/or are settled is equal to the amount of the Grantee's tax withholding liability) any federal, state or local taxes of any kind required by law to be withheld, if any, with respect to the Deferred Stock. Alternatively, the Company or its Subsidiary shall, to the extent permitted by law, have the right to deduct from any payment of any kind otherwise due to the Grantee (including payments due when the Deferred Stock vest and/or settled) any federal, state or local taxes of any kind required by law to be withheld.

7. Nontransferability. Except as provided in the Plan, this Award is not transferable.

8. No Right to Continued Employment. Nothing in this Agreement shall be deemed by implication or otherwise to impose any limitation on any right of the Company or any of its affiliates to terminate the Grantee's employment at any time, in the absence of a specific written agreement to the contrary.

9. Representations and Warranties of Grantee. The Grantee represents and warrants to the Company that:

(a) **Agrees to Terms of the Plan.** The Grantee has received a copy of the Plan and has read and understands the terms of the Plan and this Agreement, and agrees to be bound by their terms and conditions. The Grantee acknowledges that there may be adverse tax consequences upon the vesting and/or settlement of Deferred Stock or thereafter and that the Grantee should consult a tax adviser prior to such time. The Company makes no guarantee to the Grantee that the Award granted hereunder will not be taxable prior to payment or that the Plan and this Award comply with Section 409A of the Code.

(b) **Cooperation.** The Grantee agrees to sign such additional documentation as may reasonably be required from time to time by the Company.

10. Adjustment Upon Changes in Capitalization. In the event of a Change in Stock as set forth in Section 3 of the Plan, the Administrator may make appropriate adjustments to the number and class of shares relating to the Deferred Stock as it deems appropriate, in its sole discretion, to preserve the value of this Award. The Committee's adjustment shall be made in accordance with the provisions of Section 3 of the Plan and shall be effective and final, binding and conclusive for all purposes of the Plan and this Agreement.

11. Governing Law; Modification. This Agreement shall be governed by the laws of the State of Maryland without regard to the conflict of law principles. The Agreement may not be modified except in writing signed by both parties.

12. Defined Terms. Except as otherwise provided herein, or unless the context clearly indicates otherwise, capitalized terms used but not defined herein have the definitions as provided in the Plan. The terms and provisions of the Plan are incorporated herein by reference. In the event of a conflict or inconsistency between the non-discretionary terms and provisions of the Plan and the provisions of this Agreement, the Plan shall govern and control.

13. Miscellaneous. The masculine pronoun shall be deemed to include the feminine, and the singular number shall be deemed to include the plural unless a different meaning is plainly required by the context.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the 25th day of July, 2005.

DIAMONDROCK HOSPITALITY COMPANY

By: /s/ Mark W. Brugger

Name: Mark W. Brugger

Title: Executive Vice President, Chief Financial
Officer and Treasurer

GRANTEE

By: /s/ Michael D. Schecter

DEFERRED STOCK AWARD AGREEMENT

UNDER THE DIAMONDROCK HOSPITALITY COMPANY
2004 STOCK OPTION AND INCENTIVE PLAN

Name of Grantee: Sean M. Mahoney
No. of Shares: 25,000
Purchase Price per Share: \$0.00
Grant Date: June 1, 2005
Final Acceptance Date: August 1, 2005

This Deferred Stock Award Agreement (the "Agreement"), made as of the 1st day of June, 2005 (the "Grant Date") by and between DiamondRock Hospitality Company (the "Company"), and Sean M. Mahoney (the "Grantee"), evidences the grant by the Company of certain shares of Deferred Stock set forth above (the "Award") to the Grantee on such date and the Grantee's acceptance of the Award in accordance with the provisions of the DiamondRock Hospitality Company 2004 Stock Option and Incentive Plan (the "Plan"). The Company and the Grantee agree as follows:

1. Basis for Award. This Award is made in accordance with Section 8 of the Plan.

2. Deferred Stock Awarded.

(a) The Company hereby awards to the Grantee, in the aggregate the number of shares of Deferred Stock set forth above.

(b) The Company shall in accordance with the Plan establish and maintain an account (the "Deferred Stock Account") for the Grantee, and such account shall be credited with the number of shares of Deferred Stock granted to the Grantee.

(c) Until the payment of Deferred Stock awarded to the Grantee, the Deferred Stock and any related securities, dividends or other property nominally credited to a Deferred Stock Account shall not be sold, transferred, or otherwise disposed of and shall not be pledged or otherwise hypothecated.

(d) Upon the payment of any dividends (or other distribution) by the Company, the Company shall, on the day such dividend (or other distribution) is paid, credit the Deferred Stock Account with additional shares (or a fraction of a share) of Deferred Stock equal to the fair market value of the Stock (determined as of the close of the New York Stock Exchange on such payment date) in lieu of paying such dividend or making such other distribution. The determination of fair market value shall be made by the Administrator acting in good faith. Any such additional shares of Deferred Stock shall be subject to the same vesting schedule and deferral as the original Award and such additional shares shall be paid on the same date that the original Award is paid. On the date that the Award is paid, all fractional shares shall be eliminated.

3. Vesting and Deferral Period. The Deferred Stock covered by this Agreement shall vest on the Grant Date. Notwithstanding the foregoing, except as provided in Section 4

below, settlement and payment of the Deferred Stock shall automatically be deferred for a period of five (5) years from the Grant Date (the “Deferral Period”) and shall be paid in accordance with Section 4 below. Notwithstanding the foregoing, if Grantee’s service with the Company is terminated for Cause (as defined below) prior to the expiration of the Deferral Period, all amounts credited to the Grantee’s Deferred Stock Account shall be forfeited and no payments shall be made to the Grantee hereunder. For purposes hereof “Cause” shall mean the occurrence of any of the following events based on a determination by the Board of Directors of the Company (the “Board”) in good faith: (i) the conviction or indictment of the Grantee of, or the entry of a plea of guilty or nolo contendere by the Grantee to, any felony; (ii) fraud, misappropriation or embezzlement by the Grantee; (iii) the Grantee’s willful failure or gross negligence in the performance of his assigned duties for the Company, which failure or gross negligence continues for more than 15 days following the Grantee’s receipt of written notice of such willful failure or gross negligence from the Board; (iv) any act or omission of the Grantee that has a demonstrated and material adverse impact on the Company reputation for honesty and fair dealing; (v) the breach by the Grantee of his duties under any agreement he is a party to with the Company or any of its affiliates or any material term of any such agreements; or (vi) a material violation by Grantee of the Company’s employment policies which continues for more than 15 days following written notice of such violation from the Board.

4. Payment. Except as provided in the Plan, upon the earlier to occur of (i) a Sale Event or (ii) expiration of the Deferral Period, the Grantee’s Deferred Stock Account shall be paid in full and payment shall be made in the form of shares of Stock equal to the number of Deferred Stock credited to the Grantee’s Deferred Stock Account which are being paid and settled. The Administrator shall cause a stock certificate to be delivered to the Grantee with respect to such shares of Stock free of all restrictions hereunder, except for applicable federal securities laws restrictions. Any securities, cash dividends or other property credited to the Deferred Stock Account other than Deferred Stock shall be paid in kind, or, in the discretion of the Committee, in cash. Notwithstanding the foregoing, to the extent that a Grantee is a “specified employee” as defined under Section 409A of the Code at the time the payments contemplated hereunder are to be made, any payments of deferred compensation that may be made as a result of the Grantee’s separation from service shall commence six (6) months and one day following such separation from service if earlier payment would be a violation of Section 409A of the Code. In addition, the timing of certain payment of awards provided for under this Plan may be revised as necessary for compliance with Section 409A of the Code with or without a Grantee’s consent. This Section 4 is not intended to accelerate the payment of deferred compensation within the meaning of Section 409A of the Code in a manner which would subject the Grantee to any taxes and penalties under Section 409A of the Code. As such, this Section 4 shall operate only to accelerate the payment of any Award, if such acceleration does not cause the Grantee to become subject to taxes and penalties under Section 409A(a)(1)(B) of the Code or otherwise violate Section 409A(a)(2) of the Code.

5. Compliance with Laws and Regulations. The issuance of shares of Stock upon the settlement of the Deferred Stock shall be subject to compliance by the Company and the Grantee with all applicable requirements of securities laws, other applicable laws and regulations of any stock exchange on which the Shares may be listed at the time of such issuance or transfer. The Grantee understands that the Company is under no obligation to register or qualify the Stock with the United States Securities and Exchange Commission, any state securities commission or any stock exchange to effect such compliance.

6. Tax Withholding. The Grantee agrees that no later than the date as of which the Deferred Stock vest and/or are settled, the Grantee shall pay to the Company (in cash or to the extent permitted by the Administrator, shares of Stock otherwise deliverable to the Grantee hereunder or previously held by the Grantee whose Fair Market Value on the day preceding the date the Deferred Stock vests and/or are settled is equal to the amount of the Grantee's tax withholding liability) any federal, state or local taxes of any kind required by law to be withheld, if any, with respect to the Deferred Stock. Alternatively, the Company or its Subsidiary shall, to the extent permitted by law, have the right to deduct from any payment of any kind otherwise due to the Grantee (including payments due when the Deferred Stock vest and/or settled) any federal, state or local taxes of any kind required by law to be withheld.

7. Nontransferability. Except as provided in the Plan, this Award is not transferable.

8. No Right to Continued Employment. Nothing in this Agreement shall be deemed by implication or otherwise to impose any limitation on any right of the Company or any of its affiliates to terminate the Grantee's employment at any time, in the absence of a specific written agreement to the contrary.

9. Representations and Warranties of Grantee. The Grantee represents and warrants to the Company that:

(a) **Agrees to Terms of the Plan.** The Grantee has received a copy of the Plan and has read and understands the terms of the Plan and this Agreement, and agrees to be bound by their terms and conditions. The Grantee acknowledges that there may be adverse tax consequences upon the vesting and/or settlement of Deferred Stock or thereafter and that the Grantee should consult a tax adviser prior to such time. The Company makes no guarantee to the Grantee that the Award granted hereunder will not be taxable prior to payment or that the Plan and this Award comply with Section 409A of the Code.

(b) **Cooperation.** The Grantee agrees to sign such additional documentation as may reasonably be required from time to time by the Company.

10. Adjustment Upon Changes in Capitalization. In the event of a Change in Stock as set forth in Section 3 of the Plan, the Administrator may make appropriate adjustments to the number and class of shares relating to the Deferred Stock as it deems appropriate, in its sole discretion, to preserve the value of this Award. The Committee's adjustment shall be made in accordance with the provisions of Section 3 of the Plan and shall be effective and final, binding and conclusive for all purposes of the Plan and this Agreement.

11. Governing Law; Modification. This Agreement shall be governed by the laws of the State of Maryland without regard to the conflict of law principles. The Agreement may not be modified except in writing signed by both parties.

12. Defined Terms. Except as otherwise provided herein, or unless the context clearly indicates otherwise, capitalized terms used but not defined herein have the definitions as provided in the Plan. The terms and provisions of the Plan are incorporated herein by reference. In the event of a conflict or inconsistency between the non-discretionary terms and provisions of the Plan and the provisions of this Agreement, the Plan shall govern and control.

13. Miscellaneous. The masculine pronoun shall be deemed to include the feminine, and the singular number shall be deemed to include the plural unless a different meaning is plainly required by the context.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the 25th day of July, 2005.

DIAMONDROCK HOSPITALITY COMPANY

By: /s/ Michael D. Schechter

Name: Michael D. Schechter
Title: General Counsel and Secretary

GRANTEE

By: /s/ Sean M. Mahoney

[DiamondRock Hospitality Company Letterhead]

NEWS

CONTACT: Mark Brugger
(301) 380-7100
info@drhc.com

DIAMONDROCK ANNOUNCES THAT IT HAS ENTERED INTO AN AGREEMENT TO PURCHASE THE OAK BROOK HILLS RESORT & CONFERENCE CENTER FOR \$64 MILLION

BETHESDA, MD – JULY 25, 2005 – DiamondRock Hospitality Company (“DiamondRock”) (NYSE:DRH) today announced that it has entered into a definitive binding agreement to acquire the 384-room Oak Brook Hills Resort & Conference Center located in Oak Brook, Illinois, a suburb of Chicago. The 127-acre resort includes an 18 hole championship golf course at The Willow Crest Gold Club. The purchase price for the resort is \$64 million.

The resort is currently not affiliated with a national hotel brand. DiamondRock intends to convert the resort to a Marriott Hotel; it will be known as the “Oak Brook Hills Marriott Resort”. As part of the brand conversion, DiamondRock will spend more than \$14 million to renovate and reposition the resort into the premier conference center in the greater Chicago market.

We expect that the closing of this acquisition will occur on or before August 23, 2005, subject to the satisfaction of closing conditions.

We consider the acquisition of Oak Brook to be both “significant” and “probable” under the U.S. securities laws. Therefore, under the requirements of both Form S-11 and Form 8-K, we are required to provide our stockholders with audited financial statements for Oak Brook for the two most recent fiscal year periods. As the fiscal year of the current owner of the hotel ends on June 30th of each year, we expect the audit of the most recent fiscal year, ended June 30, 2005, to be completed in the latter part of August. Until we are able to include such audited financial statements for Oak Brook, we are not permitted to request the Securities and Exchange Commission declare effective the resale registration statement that we filed on April 4, 2005, as amended, pursuant to our Registration Rights Agreement, dated as of July 7, 2004. As a result, stockholders who acquired restricted securities issued by us in our 2004 private placement will continue to hold restricted securities until such audit is completed and the resale registration statement is declared effective.

This press release contains “forward-looking statements” within the meaning of federal securities law, including statements concerning business strategies and their intended results and similar statements concerning anticipated future events and expectations that are not historical facts. The forward-looking statements in this press release are subject to numerous risks and uncertainties, including the risk that the audit is not completed in a timely manner as well as effects of economic conditions, supply and demand changes for hotel rooms, competitive conditions in the lodging industry, relationships with clients and property owners, the impact of government regulations, the

availability, terms and development of capital to finance growth, all of which could cause actual results to differ materially from those expressed in or implied by the statements herein.

About DiamondRock Hospitality Company

DiamondRock Hospitality Company is a self-advised real estate company that owns and acquires upper upscale and upscale hotel properties located in North America and operated under nationally recognized brand names. To a lesser extent, it acquires premium limited-service and extended-stay hotel properties in urban locations. DiamondRock has a strategic acquisition sourcing relationship with Marriott International. For more information about DiamondRock or to receive future press releases, please see the Company's website at www.drhc.com

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NEWS

CONTACT: Mark Brugger
(301) 380-7100
info@drhc.com

DiamondRock Announces That It Acquired the Brand New Buckhead SpringHill Suites by Marriott for \$34 Million

DiamondRock Hospitality Company (“DiamondRock”) (NYSE: DRH) today announced that it acquired the 220-suite Buckhead SpringHill Suites by Marriott located in the Buckhead area of Atlanta. The hotel is newly constructed and opened on July 1, 2005. The 11 story hotel contains its own structured parking facility. The purchase price for the all suite hotel was \$34 million.

“This hotel is located on Lenox Road on the famed Buckhead Loop in the high-end urban market of Buckhead, which has become known for its high barriers to entry,” commented Bill McCarten, chairman and chief executive officer of DiamondRock. “Similar to our two Courtyard hotels in New York City, we continue to look for urban select-service hotels to round out our portfolio of predominately full-service hotels. These urban select-service hotels often get room rates similar to full-service hotels while maintaining the higher profit margins from the cost structure of a select-service hotel,” added John Williams, chief operating officer of DiamondRock.

This press release contains “forward-looking statements” within the meaning of federal securities law, including statements concerning business strategies and their intended results and similar statements concerning anticipated future events and expectations that are not historical facts. The forward-looking statements in this press release are subject to numerous risks and uncertainties, including effects of economic conditions, supply and demand changes for hotel rooms, competitive conditions in the lodging industry, relationships with clients and property owners, the impact of government regulations, the availability, terms and development of capital to finance growth, all of which could cause actual results to differ materially from those expressed in or implied by the statements herein.

About DiamondRock Hospitality Company

DiamondRock Hospitality Company is a self-advised real estate company that owns and acquires upper upscale and upscale hotel properties located in North America and operated under nationally recognized brand names. To a lesser extent, it acquires premium limited-service and extended-stay hotel properties in urban locations. DiamondRock has a strategic acquisition

sourcing relationship with Marriott International. For more information about DiamondRock or to receive future press releases, please see the Company's website at <http://www.drhc.com>.

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