Section 1: 8-K (8-K)

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): November 30, 2018

PEBBLEBROOK HOTEL TRUST

(Exact name of registrant as specified in its charter)

Maryland	001-34571	27-1055421
(State or other jurisdiction of incorporation)	(Commission File Number)	(I.R.S. Employer Identification No.)
7315 Wisconsin Avenue, 1100 West, Bethesda, Maryland		20814
(Address of principal executive offices)		(Zip Code)

Registrant's telephone number, including area code: (240) 507-1300

Not Applicable

Former name or former address, if changed since last report

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:

☐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 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

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 2.01. Completion of Acquisition or Disposition of Assets.

On November 30, 2018, Pebblebrook Hotel Trust ("Pebblebrook") completed its previously announced merger with LaSalle Hotel Properties ("LaSalle") pursuant to that certain Agreement and Plan of Merger dated as of September 6, 2018, as amended on September 18, 2018 (the "Merger Agreement"), by and among Pebblebrook, Pebblebrook Hotel, L.P. ("Pebblebrook OP"), Ping Merger Sub, LLC ("Merger Sub"), Ping Merger OP, LP ("Merger OP"), LaSalle and LaSalle Hotel Operating Partnership, L.P. ("LaSalle OP").

Pursuant to the Merger Agreement, on November 30, 2018, Merger OP merged with and into LaSalle OP (the "Partnership Merger") with LaSalle OP surviving as a subsidiary of Pebblebrook OP. Immediately following the Partnership Merger, LaSalle merged with and into Merger Sub (the "Company Merger" and, together with the Partnership Merger, the "Mergers") with Merger Sub surviving as a wholly owned subsidiary of Pebblebrook. On December 3, 2018, Merger Sub assigned all of its rights and obligations to Pebblebrook and was dissolved.

Pursuant to the Merger Agreement, at the effective time of the Company Merger (the "Company Merger Effective Time"), each common share of beneficial interest, $.01 par value per share, of LaSalle (each, a "LaSalle Common Share"), other than Excluded Shares (as defined in the Merger Agreement), that was issued and outstanding immediately prior to the Company Merger Effective Time, was converted into the right to receive, at the election of the holder, either: (i) 0.92 (the "Exchange Ratio") validly issued, fully paid and nonassessable common shares of beneficial interest (the "Common Share Consideration"), $0.01 par value per share, of Pebblebrook (the "Pebblebrook Common Shares") and cash in lieu of fractional shares, if any; or (ii) $37.80 in cash, subject to certain adjustments and to any applicable withholding tax (the "Cash Consideration" and, together with the Common Share Consideration, the "Merger Consideration"). The maximum number of LaSalle Common Shares that were eligible to be converted into the right to receive the Cash Consideration was equal to 30% of the aggregate number of LaSalle Common Shares issued and outstanding as of immediately prior to the Company Merger Effective Time. LaSalle Common Shares held by Pebblebrook were excluded from the cash election in the Company Merger, effectively increasing the maximum number of LaSalle Common Shares that were eligible to be converted into the right to receive the Cash Consideration to approximately 33% of the aggregate number of LaSalle Common Shares outstanding immediately prior to the Company Merger Effective Time. The holders of 85.8 million LaSalle Common Shares, or approximately 77% of LaSalle Common Shares deemed outstanding for purposes of the election (including the shares held by Pebblebrook, which were not eligible to receive the Cash Consideration), elected to receive the Cash Consideration. Holders of the remaining 25.4 million LaSalle Common Shares, or approximately 23% of the LaSalle Common Shares eligible to elect the Cash Consideration, either elected to receive Pebblebrook Common Shares, did not submit valid elections, submitted an election expressing no preference or represent the approximately 10 million LaSalle Common Shares held by Pebblebrook that were not eligible to receive the Cash Consideration. The LaSalle Common Shares of shareholders that validly elected to receive 100% Cash Consideration were converted into an amount in cash equal to $37.80 multiplied by (i) the number of such holder's LaSalle Common Shares multiplied by (ii) the Cash Consideration percentage of approximately 38.9%, and an amount of Pebblebrook Common Shares equal to approximately 61.1% of the number of such holder's LaSalle Common Shares multiplied by 0.92. The cash elections of LaSalle shareholders that validly elected a combination of the Cash Consideration and Common Share Consideration were prorated based on the above percentages subject to their individual cash/share elections.

In addition, pursuant to the Merger Agreement, at the Company Merger Effective Time, each outstanding 6.375% Series I Cumulative Redeemable Preferred Share of Beneficial Interest, $.01 par value per share, of LaSalle (the "LaSalle Series I Preferred Shares") was converted into the right to receive one share of a newly designated class of preferred shares of Pebblebrook, the 6.375% Series E Cumulative Redeemable Preferred Shares of Beneficial Interest, $0.01 par value per share (the "Series E Preferred Shares"), having the rights, preferences, privileges and voting powers materially unchanged from those of the LaSalle Series I Preferred Shares, and each outstanding 6.3% Series J Cumulative Redeemable Preferred Share of Beneficial Interest, $.01 par value per share, of LaSalle (the "LaSalle Series J Preferred Shares") was converted into the right to receive one share of a newly designated class of preferred shares of Pebblebrook, the 6.3% Series F Cumulative Redeemable Preferred Shares of Beneficial Interest, $0.01 par value per share (the "Series F Preferred Shares"), having the rights, preferences, privileges and voting powers materially unchanged from those of the LaSalle Series J Preferred Shares.

At the effective time of the Partnership Merger (the "Partnership Merger Effective Time"), each common unit of LaSalle OP (a "LaSalle OP Common Unit") that was issued and outstanding immediately prior to the Partnership Merger Effective Time, other than LaSalle OP Common Units held by LaSalle and its subsidiaries, was cancelled and converted into the right to receive 0.92 newly and validly issued common units of Pebblebrook OP, without interest.

In addition, each restricted LaSalle Common Share (the "Restricted Shares") that was outstanding immediately prior to the Company Merger Effective Time, including those held by LaSalle executive officers, automatically became fully vested

and all restrictions thereon lapsed, and was cancelled in exchange for the right to receive the Merger Consideration. Each award of performance shares with respect to LaSalle Common Shares (each, a "Performance Award") that was outstanding immediately prior to the Company Merger Effective Time automatically became earned and vested with respect to 180% of the target number of LaSalle Common Shares subject to such Performance Award agreement, and thereafter was cancelled and exchanged for the right to receive such number of earned and vested LaSalle Common Shares, which were considered outstanding as of such time, and to receive the Merger Consideration with respect to such LaSalle Common Shares. Each award of deferred LaSalle Common Shares (each, a "Deferred Share Award") that was outstanding immediately prior to the Company Merger Effective Time was cancelled in exchange for the number of LaSalle Common Shares subject to such Deferred Share Award (prior to its cancellation), which LaSalle Common Shares were considered outstanding as of such time, and to receive the Merger Consideration with respect to such LaSalle Common Shares.

Item 2.03. Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

Term Loan Facility

As previously disclosed by Pebblebrook in its Current Report on Form 8-K filed with the United States Securities and Exchange Commission (the "SEC") on November 1, 2018, on October 31, 2018, Pebblebrook, as parent guarantor, Pebblebrook OP, and certain subsidiaries of Pebblebrook OP, as guarantors, entered into a credit agreement with Bank of America, N.A. ("BofA"), as administrative agent, and certain other lenders named therein (the "Credit Agreement"). The Credit Agreement provides for a $1.75 billion unsecured borrowing capacity, composed of five term loan facilities.

On November 30, 2018, Pebblebrook OP drew an aggregate of $1.75 billion under the five unsecured term loan facilities pursuant to the Credit Agreement in connection with the Mergers. Borrowings under the Credit Agreement bear interest at a rate per annum equal to, at the option of Pebblebrook, (i) LIBOR plus a margin that is based upon Pebblebrook's leverage ratio or (ii) the Base Rate (as defined in the Credit Agreement) plus a margin that is based on Pebblebrook's leverage ratio. The margins for term loans range in amount from 1.40% to 2.20% for LIBOR-based loans and 0.40% to 1.20% for Base Rate-based loans, depending on Pebblebrook's leverage ratio.

Exercise of Accordion

As previously disclosed by Pebblebrook in its Current Report on Form 8-K filed with the SEC on October 17, 2017, the Company, as parent guarantor, Pebblebrook OP, as borrower, and certain subsidiaries of Pebblebrook OP, as guarantors, entered into that certain Fourth Amended and Restated Credit Agreement, dated as of October 13, 2017, with BofA, as administrative agent, swing line lender and L/C issuer, and certain other lenders named therein (the "Primary Credit Agreement"). The Primary Credit Agreement provides for a $750 million unsecured borrowing capacity, composed of a $450 million unsecured revolving credit facility, which matures on January 15, 2022, and a $300 million unsecured term loan facility, which matures on January 15, 2023. Subject to certain terms and conditions set forth in the Primary Credit Agreement, Pebblebrook OP may request additional lender commitments under either or both facilities of up to an additional aggregate of $500 million (the "Accordion Feature"), so that Pebblebrook OP may borrow up to a maximum of $1.25 billion under the facilities.

On November 30, 2018, Pebblebrook exercised a portion of the Accordion Feature to increase the maximum amount available under the unsecured revolving credit facility to $650 million, from $450 million. No additional borrowings were made under the facility at that time. The amount available to borrow from time to time under the unsecured revolving credit facility will vary based on Pebblebrook's operating activities and any financial covenant limitations.

Item 3.03. Material Modification to Rights of Security Holders.

Series E Preferred Shares

On November 30, 2018, Pebblebrook filed, with the State Department of Assessments and Taxation of the State of Maryland (the "SDAT"), Articles Supplementary (the "Series E Articles Supplementary") to Pebblebrook's Declaration of Trust, as amended and supplemented, classifying and designating 4,400,000 of Pebblebrook's authorized preferred shares of beneficial interest, $0.01 par value per share, as Series E Preferred Shares. A summary of the material terms of the Series E Preferred Shares is set forth under the caption "Description of Shares of Beneficial Interest-6.375% Series E Cumulative Redeemable Preferred Shares" in Pebblebrook's joint proxy statement/prospectus, dated October 29, 2018, as filed with the SEC. The summary of the Series E Preferred Shares in the joint proxy statement/prospectus and the following description of the Series E Preferred Shares are qualified in their entirety by reference to the Series E Articles Supplementary, which are hereby

incorporated by reference into this Item 3.03 and which were filed as Exhibit 3.3 to Pebblebrook's Registration Statement on Form 8-A, filed with the SEC on November 30, 2018.

The Series E Preferred Shares rank senior to Pebblebrook Common Shares with respect to distribution rights and rights upon the voluntary or involuntary liquidation, dissolution or winding up of Pebblebrook. The Series E Preferred Shares rank on a parity with Pebblebrook's 6.50% Series C Cumulative Redeemable Preferred Shares of Beneficial Interest, $0.01 par value per share (the "Series C Preferred Shares"), Pebblebrook's 6.375% Series D Cumulative Redeemable Preferred Shares of Beneficial Interest, $0.01 par value per share (the "Series D Preferred Shares"), and the Series F Preferred Shares with respect to distribution rights and rights upon the voluntary or involuntary liquidation, dissolution or winding up of Pebblebrook.

In addition to other preferential rights, each holder of Series E Preferred Shares is entitled to receive a liquidation preference, which is equal to $25.00 per Series E Preferred Share, plus any accrued and unpaid distributions to, but not including, the date of the payment, before the holders of Pebblebrook Common Shares, in the event of any voluntary or involuntary liquidation, dissolution or winding-up of Pebblebrook. Furthermore, Pebblebrook is restricted from declaring or paying any distributions, or setting aside any funds for the payment of distributions, on the Pebblebrook Common Shares, Series C Preferred Shares, Series D Preferred Shares or Series F Preferred Shares or, subject to certain exceptions, redeeming or otherwise acquiring Pebblebrook Common Shares, Series C Preferred Shares, Series D Preferred Shares or Series F Preferred Shares, as applicable, unless full cumulative distributions on the Series E Preferred Shares have been declared and either paid or set aside for payment in full for all past distribution periods.

Series F Preferred Shares

On November 30, 2018, Pebblebrook filed, with the SDAT, Articles Supplementary (the "Series F Articles Supplementary") to Pebblebrook's Declaration of Trust, as amended and supplemented, classifying and designating 6,000,000 of Pebblebrook's authorized preferred shares of beneficial interest, $0.01 par value per share, as Series F Preferred Shares. A summary of the material terms of the Series F Preferred Shares is set forth under the caption "Description of Shares of Beneficial Interest-6.3% Series F Cumulative Redeemable Preferred Shares" in Pebblebrook's joint proxy statement/prospectus, dated October 29, 2018, as filed with the SEC. The summary of the Series F Preferred Shares in the joint proxy statement/prospectus and the following description of the Series F Preferred Shares are qualified in their entirety by reference to the Series F Articles Supplementary, which are hereby incorporated by reference into this Item 3.03 and which were filed as Exhibit 3.4 to Pebblebrook's Registration Statement on Form 8-A, filed with the SEC on November 30, 2018.

The Series F Preferred Shares rank senior to Pebblebrook Common Shares with respect to distribution rights and rights upon the voluntary or involuntary liquidation, dissolution or winding up of Pebblebrook. The Series F Preferred Shares rank on a parity with the Series C Preferred Shares, the Series D Preferred Shares and the Series E Preferred Shares, with respect to distribution rights and rights upon the voluntary or involuntary liquidation, dissolution or winding up of Pebblebrook.

In addition to other preferential rights, each holder of Series F Preferred Shares is entitled to receive a liquidation preference, which is equal to $25.00 per Series F Preferred Share, plus any accrued and unpaid distributions to, but not including, the date of the payment, before the holders of Pebblebrook Common Shares, in the event of any voluntary or involuntary liquidation, dissolution or winding-up of Pebblebrook. Furthermore, Pebblebrook is restricted from declaring or paying any distributions, or setting aside any funds for the payment of distributions, on Pebblebrook Common Shares, Series C Preferred Shares, Series D Preferred Shares or Series E Preferred Shares or, subject to certain exceptions, redeeming or otherwise acquiring Pebblebrook Common Shares, Series C Preferred Shares, Series D Preferred Shares or Series E Preferred Shares, as applicable, unless full cumulative distributions on the Series F Preferred Shares have been declared and either paid or set aside for payment in full for all past distribution periods.

Item 5.03 Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year.

The information about the Series E Articles Supplementary and the Series F Articles Supplementary set forth under Item 3.03 of this Current Report on Form 8-K is hereby incorporated by reference into this Item 5.03.

Pebblebrook, as the general partner of Pebblebrook OP, has amended the Second Amended and Restated Agreement of Limited Partnership of the Operating Partnership (the "Partnership Agreement") to provide for the issuance of 4,400,000 6.375% Series E Cumulative Redeemable Preferred Units (liquidation preference $25.00 per unit) (the "Series E Preferred Units") and 6,000,000 6.3% Series F Cumulative Redeemable Preferred Units (liquidation preference $25.00 per unit) (the "Series F Preferred Units"). Such amendment is filed as Exhibit 3.3 to this Current Report on Form 8-K and incorporated by reference herein. The Series E Preferred Units and the Series F Preferred Units have economic terms that mirror those of the Series E Preferred Shares and Series F Preferred Shares, respectively. The issuance of the Series E Preferred Units and the Series F Preferred Units will be exempt from registration pursuant to Section 4(a)(2) of the Securities Act of 1933, as amended.

The Series E Preferred Units and the Series F Preferred Units will rank, as to distributions and upon liquidation, senior to the common units of limited partnership interest in Pebblebrook OP and on a parity with Pebblebrook OP's 6.50% Series C Preferred Partnership Units, Pebblebrook OP's 6.375% Series D Preferred Partnership Units and other parity units Pebblebrook OP may issue in the future.

This description of the material terms of the amendment to the Partnership Agreement is qualified in its entirety by reference to the amendment to the Partnership Agreement, which is filed as Exhibit 3.3 to this Current Report on Form 8-K and is hereby incorporated by reference into this Item 5.03.

Item 7.01 Regulation FD Disclosure.

On November 30, 2018, Pebblebrook issued a press release announcing the completion of the Mergers. A copy of the press release is furnished as Exhibit 99.1 to this Current Report on Form 8-K and is incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(a) Financial Statements of Businesses Acquired.

The financial information required by this Item 9.01 is not being filed herewith. It will be filed not later than 71 days after the date on which this Current Report on Form 8-K is required to be filed.

(b) Pro Forma Financial Information.

The financial information required by this Item 9.01 is not being filed herewith. It will be filed not later than 71 days after the date on which this Current Report on Form 8-K is required to be filed.

(d) Exhibits.

Exhibit No.	Description
2.1	Agreement and Plan of Merger, dated as of September 6, 2018, by and among Pebblebrook Hotel Trust, Pebblebrook Hotel, L.P., Ping Merger Sub, LLC, Ping Merger OP, LP, LaSalle Hotel Properties and LaSalle Hotel Operating Partnership, L.P. (incorporated by reference to Exhibit 2.1 to Pebblebrook's Current Report on Form 8-K filed on September 7, 2018).
2.2	Amendment No. 1 to the Agreement and Plan of Merger, by and among Pebblebrook Hotel Trust, Pebblebrook Hotel, L.P., Ping Merger Sub, LLC, Ping Merger OP, LP, LaSalle Hotel Properties and LaSalle Hotel Operating Partnership, L.P., dated as of September 18, 2018 (incorporated by reference to Exhibit 2.1 to Pebblebrook's Current Report on Form 8-K filed on September 19, 2018).
3.1	Articles Supplementary to the Declaration of Trust of Pebblebrook designating the 6.375% Series E Cumulative Redeemable Preferred Shares, $0.01 par value per share (incorporated by reference to Exhibit 3.3 to Pebblebrook's Registration Statement on Form 8-A filed on November 30, 2018).
3.2	Articles Supplementary to the Declaration of Trust of Pebblebrook designating the 6.3% Series F Cumulative Redeemable Preferred Shares, $0.01 par value per share (incorporated by reference to Exhibit 3.4 to Pebblebrook's Registration Statement on Form 8-A filed on November 30, 2018).
3.3*	Third Amendment to the Second Amended and Restated Agreement of Limited Partnership of Pebblebrook Hotel, L.P.
99.1*	Press release, issued November 30, 2018 announcing the completion of the merger.

* Filed herewith

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 hereunto duly authorized.

PEBBLEBROOK HOTEL TRUST

December 3, 2018 *By:* */s/ Raymond D. Martz*

Name: Raymond D. Martz
Title: Executive Vice President, Chief Financial Officer, Treasurer and Secretary

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Section 2: EX-3.3 (EXHIBIT 3.3)

Exhibit 3.3

THIRD AMENDMENT TO THE
SECOND AMENDED AND RESTATED
AGREEMENT OF LIMITED PARTNERSHIP OF
PEBBLEBROOK HOTEL, L.P.

November 30, 2018

Pursuant to Section 4.02 and Article XI of the Second Amended and Restated Agreement of Limited Partnership of Pebblebrook Hotel, L.P. (the "Partnership Agreement"), Pebblebrook Hotel Trust (the "General Partner") hereby amends the Partnership Agreement as follows in connection with the issuance of (i) 6.375% Series E Cumulative Redeemable Preferred Shares of Beneficial Interest, $0.01 par value per share (the "Series E Preferred Shares"), and (ii) 6.3% Series F Cumulative Redeemable Preferred Shares of Beneficial Interest, $0.01 par value per share (the "Series F Preferred Shares" and, together with the Series E Preferred Shares, the "Preferred Shares"), of the General Partner to create additional Partnership Units having designations, preferences and other rights which are substantially the same as the economic rights of the Preferred Shares. Capitalized terms used herein and not otherwise defined shall have the meanings given to such terms in the Partnership Agreement.

DESIGNATION OF 6.375% SERIES E
CUMULATIVE REDEEMABLE PREFERRED UNITS

1. Designation and Number. A series of Preferred Units, designated the "6.375% Series E Cumulative Redeemable Preferred Units" (the "Series E Preferred Units"), is hereby established. The number of authorized Series E Preferred Units shall be 4,600,000.

2. Rank. The Series E Preferred Units will, with respect to distribution rights and rights upon liquidation, dissolution or winding up of the Partnership, rank: (a) senior to the Common Units and to all Partnership Interests the terms of which specifically provide that such Partnership Interests shall rank junior to such Series E Preferred Units; (b) on a parity with all Partnership Interests issued by the Partnership, other than those Partnership Interests referred to in clauses (a) and (c); and (c) junior to all Partnership Interests issued by the Partnership the terms of which specifically provide that such

Partnership Interests shall rank senior to the Series E Preferred Units.

3. Distributions.

(a) Holders of Series E Preferred Units shall be entitled to receive, out of funds of the Partnership legally available for the payment of distributions, cumulative preferential cash distributions at the rate of 6.375% per annum of the twenty-five dollars ($25.00) per unit liquidation preference of the Series E Preferred Units (equivalent to a fixed annual amount of $1.59375 per unit) (the "Series E Preferred Return"). Distributions on the Series E Preferred Units shall accumulate on a daily basis and be cumulative from (and including) October 15, 2018 and be payable quarterly in equal amounts in arrears on or about the fifteenth day of January, April, July, and October of each year, beginning on January 15, 2019 or, if not a business day, the next succeeding business day, or such other day as the General Partner may determine (each, a "Series E Preferred Unit Distribution Payment Date"). "Business day" shall mean any day, other than a Saturday or Sunday, that is neither a legal holiday nor a day on which banking institutions in the City of New York are

authorized or required by law, regulation or executive order to close. Any distribution (including the initial distribution) payable on the Series E Preferred Units for any partial distribution period shall be prorated and computed on the basis of a 360-day year consisting of twelve 30-day months. Distributions will be payable in arrears to holders of record of the Series E Preferred Units as they appear on the records of the Partnership at the close of business on the applicable record date, which shall be the first day of the calendar month in which the applicable Series E Preferred Unit Distribution Payment Date occurs or such other date designated by the General Partner of the Partnership for the payment of distributions that is not more than 90 nor less than 10 days prior to such Series E Preferred Unit Distribution Payment Date (each, a "Series E Distribution Record Date").

(b) No distribution on the Series E Preferred Units shall be authorized by the General Partner or paid or set aside for payment by the Partnership at such time as the terms and provisions of any agreement of the Partnership, including any agreement relating to its indebtedness, prohibits such authorization, payment or setting aside of funds or provides that such authorization, payment or setting aside of funds would constitute a breach thereof, or a default thereunder, or if such authorization, payment or setting aside of funds shall be restricted or prohibited by law

(c) Notwithstanding anything to the contrary contained herein, distributions with respect to the Series E Preferred Units shall accrue whether or not the restrictions referred to in the immediately preceding paragraph exist, whether or not the Partnership has earnings, whether or not there are funds legally available for the payment of such distributions and whether or not such distributions are authorized. Accrued but unpaid distributions on the Series E Preferred Units will accumulate as of the Series E Preferred Unit Distribution Payment Date on which they first become payable or on the date of redemption as the case may be. Accrued but unpaid distributions will not bear interest.

(d) If any Series E Preferred Units are outstanding, no distributions will be authorized or paid or set apart for payment on any Partnership Interests of the Partnership of any other class or series ranking, as to distributions, on a parity with or junior to the Series E Preferred Units unless full cumulative distributions have been or contemporaneously are authorized and paid or authorized and a sum sufficient for the payment thereof set apart for such payment on the Series E Preferred Units for all past distribution periods. When distributions are not paid in full (or a sum sufficient for such full payment is not so set apart) upon the Series E Preferred Units and all other Partnership Interests ranking on a parity, as to distributions, with the Series E Preferred Units, all distributions authorized, paid or set apart for payment upon the Series E Preferred Units and all other Partnership Interests ranking on a parity, as to distributions, with the Series E Preferred Units shall be authorized and paid pro rata or authorized and set apart for payment pro rata so that the amount of distributions authorized per Series E Preferred Unit and each such other Partnership Interest shall in all cases bear to each other the same ratio that accrued distributions per Series E Preferred Unit and other Partnership Interest (which shall not include any accumulation in respect of unpaid distributions for prior distribution periods if such Partnership Interests do not have a cumulative distribution) bear to each other. No interest, or sum of money in lieu of interest, shall be payable in respect of any distribution payment or payments on Series E Preferred Units which may be in arrears.

(e) Except as provided in the immediately preceding paragraph, unless full cumulative distributions on the Series E Preferred Units have been or contemporaneously are authorized and paid or authorized and a sum sufficient for the payment thereof is set apart for payment for all past distribution periods, no distributions (other than in Partnership Interests ranking junior to the Series E Preferred Units as to distributions and upon liquidation) shall be authorized or paid or set apart for payment nor shall any other distribution be authorized or made upon the Common Units or any other Partnership Interests ranking junior to or on a parity with the Series E Preferred Units as to distributions or upon liquidation, nor shall any Common Units or any other Partnership Interests ranking junior to or on a parity with the Series E Preferred Units as to distributions or upon liquidation be redeemed, purchased or otherwise acquired directly or indirectly for any consideration (or any monies be paid to or made available for a sinking fund for the redemption of any such Partnership Interests) by the Partnership (except by conversion into or exchange for other Partnership Interests ranking junior to the Series E Preferred Units as to distributions and upon liquidation, dissolution or winding up of the affairs of the Partnership or by redemption, purchase or acquisition of Partnership Interests under incentive, benefit or unit purchase plans of the Partnership for employees of the General Partner, the Partnership, Subsidiaries of the Partnership or any Affiliate of any of them.)

(f) Holders of Series E Preferred Units shall not be entitled to any distribution, whether payable in cash, property or Partnership Interests, in excess of full cumulative distributions on the Series E Preferred Units as described above. Any distribution payment made on the Series E Preferred Units shall first be credited against the earliest accrued and unpaid distribution due with respect to such units which remains payable.

4. Liquidation Preference.

(a) In the event of any voluntary or involuntary liquidation, dissolution or winding up of the affairs of the Partnership, the holders of the Series E Preferred Units shall be entitled to receive, out of the assets of the Partnership legally available for distribution to the Partners (after payment or provision for payment of all debts and other liabilities of the Partnership), liquidating distributions in cash or property at fair market value as determined by the General Partner equal to a liquidation preference of $25.00 per Series E Preferred Unit, plus an amount equal to all accrued and unpaid distributions to and including the date of payment, before any distribution of assets is made to holders of Common Units or any other Partnership Interests that rank junior to the Series E Preferred Units as to liquidation rights.

(b) If upon any such voluntary or involuntary liquidation, dissolution or winding up of the affairs of the Partnership, the assets of the Partnership are insufficient to make such full payment to holders of the Series E Preferred Units and the corresponding amounts payable on all other Partnership Interests ranking on a parity with the Series E Preferred Units in the distribution of assets, then the holders of the Series E Preferred Units and other such Partnership Interests shall share ratably in any such distribution of assets in proportion to the full liquidating distributions to which they would otherwise be respectively entitled.

(c) After payment of the full amount of the liquidating distributions to which they are entitled, the holders of Series E Preferred Units shall have no right or claim to any of the remaining assets of the Partnership.

(d) None of a consolidation or merger of the Partnership with or into another entity, a merger of another entity with or into the Partnership or a sale, lease or conveyance of all or substantially all of the Partnership's property or business shall be considered a liquidation of the Partnership.

5. Redemption. In connection with redemption by the General Partner of any of its Series E Preferred Shares in accordance with the provisions of the Articles Supplementary of the General Partner filed with the State Department of Assessments and Taxation of the State of Maryland on November 30, 2018, designating the terms, rights and preferences of the Series E Preferred Shares (the "Series E Articles Supplementary"), the Partnership shall provide cash to the General Partner for such purpose which shall be equal to the redemption price (as set forth in the Series E Articles Supplementary) and one Series E Preferred Unit shall be canceled with respect to each Series E Preferred Share so redeemed by the General Partner (unless another Conversion Factor is specified under the Partnership Agreement). From and after the Series E Preferred Share redemption date, the Series E Preferred Units so canceled shall no longer be outstanding and all rights hereunder, to distributions or otherwise, with respect to such Series E Preferred Units shall cease

6. Conversion. The Series E Preferred Units are not convertible into or exchangeable for any other property or securities of the General Partner, except as provided herein.

(a) In the event of a conversion of any Series E Preferred Shares into Common Shares in accordance with the Series E Articles Supplementary, upon conversion of such Series E Preferred Shares, the Partnership shall convert an equal whole number of the Series E Preferred Units into Common Units as such Series E Preferred Shares are converted into Common Shares. In the event of the conversion of any Series E Preferred Shares into Alternative Conversion Consideration (as defined in the Series E Articles Supplementary) in accordance with the Series E Articles Supplementary, the Partnership shall retire a number of Series E Preferred Units equal to the number of Series E Preferred Shares converted into such Alternative Conversion Consideration. In the event of a conversion of the Series E Preferred Shares into Common Shares, to the extent the General Partner is required to pay cash in lieu of fractional Common Shares pursuant to the Series E Articles Supplementary in connection with such conversion, the Partnership shall distribute an equal amount of cash to the General Partner.

(b) Following any such conversion retirement by the Partnership pursuant to this Section, the General Partner shall make such revisions to the Partnership Agreement as it determines are necessary to reflect such conversion.

7. Voting Rights. Holders of the Series E Preferred Units will not have any voting rights.

DESIGNATION OF 6.3% SERIES F
CUMULATIVE REDEEMABLE PREFERRED UNITS

8. Designation and Number. A series of Preferred Units, designated the "6.3% Series F Cumulative Redeemable Preferred Units" (the "Series F Preferred Units"), is hereby established. The number of authorized Series F Preferred Units shall be 6,000,000.

9. Rank. The Series F Preferred Units will, with respect to distribution rights and rights upon liquidation, dissolution or winding up of the Partnership, rank: (a) senior to the Common Units and to all Partnership Interests the terms of which specifically provide that such Partnership Interests shall rank junior to such Series F Preferred Units; (b) on a parity with all Partnership Interests issued by the Partnership, other than those Partnership Interests referred to in clauses (a) and (c); and (c) junior to all Partnership Interests issued by the Partnership the terms of which specifically provide that such Partnership Interests shall rank senior to the Series F Preferred Units.

10. Distributions.

    (a) Holders of Series F Preferred Units shall be entitled to receive, out of funds of the Partnership legally available for the payment of distributions, cumulative preferential cash distributions at the rate of 6.3% per annum of the twenty-five dollars ($25.00) per unit liquidation preference of the Series F Preferred Units (equivalent to a fixed annual amount of $1.575 per unit) (the "Series F Preferred Return"). Distributions on the Series F Preferred Units shall accumulate on a daily basis and be cumulative from (and including) October 15, 2018 and be payable quarterly in equal amounts in arrears on the fifteenth day of January, April, July, and October of each year, beginning on January 15, 2019 or, if not a business day, the next succeeding business day, or such other day as the General Partner may determine (each, a "Series F Preferred Unit Distribution Payment Date"). "Business day" shall mean any day, other than a Saturday or Sunday, that is neither a legal holiday nor a day on which banking institutions in the City of New York are authorized or required by law, regulation or executive order to close. Any distribution (including the initial distribution) payable on the Series F Preferred Units for any partial distribution period shall be prorated and computed on the basis of a 360-day year consisting of twelve 30-day months. Distributions will be payable in arrears to holders of record of the Series F Preferred Units as they appear on the records of the Partnership at the close of business on the applicable record date, which shall be the first day of the calendar month in which the applicable Series F Preferred Unit Distribution Payment Date occurs or such other date designated by the General Partner of the Partnership for the payment of distributions that is not more than 90 nor less than 10 days prior to such Series F Preferred Unit Distribution Payment Date (each, a "Series F Distribution Record Date").

    (b) No distribution on the Series F Preferred Units shall be authorized by the General Partner or paid or set aside for payment by the Partnership at such time as the terms and provisions of any agreement of the Partnership, including any agreement relating to its indebtedness, prohibits such authorization, payment or setting aside of funds or provides that such authorization, payment or setting aside of funds would constitute a breach thereof, or a default thereunder, or if such authorization, payment or setting aside of funds shall be restricted or prohibited by law

    (c) Notwithstanding anything to the contrary contained herein, distributions with respect to the Series F Preferred Units shall accrue whether or not the restrictions referred to in the immediately preceding paragraph exist, whether or not the Partnership has earnings, whether or not there are funds legally available for the payment of such distributions and

whether or not such distributions are authorized. Accrued but unpaid distributions on the Series F Preferred Units will accumulate as of the Series F Preferred Unit Distribution Payment Date on which they first become payable or on the date of redemption as the case may be. Accrued but unpaid distributions will not bear interest.

(d) If any Series F Preferred Units are outstanding, no distributions will be authorized or paid or set apart for payment on any Partnership Interests of the Partnership of any other class or series ranking, as to distributions, on a parity with or junior to the Series F Preferred Units unless full cumulative distributions have been or contemporaneously are authorized and paid or authorized and a sum sufficient for the payment thereof set apart for such payment on the Series F Preferred Units for all past distribution periods. When distributions are not paid in full (or a sum sufficient for such full payment is not so set apart) upon the Series F Preferred Units and all other Partnership Interests ranking on a parity, as to distributions, with the Series F Preferred Units, all distributions authorized, paid or set apart for payment upon the Series F Preferred Units and all other Partnership Interests ranking on a parity, as to distributions, with the Series F Preferred Units shall be authorized and paid pro rata or authorized and set apart for payment pro rata so that the amount of distributions authorized per Series F Preferred Unit and each such other Partnership Interest shall in all cases bear to each other the same ratio that accrued distributions per Series F Preferred Unit and other Partnership Interest (which shall not include any accumulation in respect of unpaid distributions for prior distribution periods if such Partnership Interests do not have a cumulative distribution) bear to each other. No interest, or sum of money in lieu of interest, shall be payable in respect of any distribution payment or payments on Series F Preferred Units which may be in arrears.

(e) Except as provided in the immediately preceding paragraph, unless full cumulative distributions on the Series F Preferred Units have been or contemporaneously are authorized and paid or authorized and a sum sufficient for the payment thereof is set apart for payment for all past distribution periods, no distributions (other than in Partnership Interests ranking junior to the Series F Preferred Units as to distributions and upon liquidation) shall be authorized or paid or set apart for payment nor shall any other distribution be authorized or made upon the Common Units or any other Partnership Interests ranking junior to or on a parity with the Series F Preferred Units as to distributions or upon liquidation, nor shall any Common Units or any other Partnership Interests ranking junior to or on a parity with the Series F Preferred Units as to distributions or upon liquidation be redeemed, purchased or otherwise acquired directly or indirectly for any consideration (or any monies be paid to or made available for a sinking fund for the redemption of any such Partnership Interests) by the Partnership (except by conversion into or exchange for other Partnership Interests ranking junior to the Series F Preferred Units as to distributions and upon liquidation, dissolution or winding up of the affairs of the Partnership or by redemption, purchase or acquisition of Partnership Interests under incentive, benefit or unit purchase plans of the Partnership for employees of the General Partner, the Partnership, Subsidiaries of the Partnership or any Affiliate of any of them.)

(f) Holders of Series F Preferred Units shall not be entitled to any distribution, whether payable in cash, property or Partnership Interests, in excess of full cumulative distributions on the Series F Preferred Units as described above. Any distribution payment made on the

Series F Preferred Units shall first be credited against the earliest accrued and unpaid distribution due with respect to such units which remains payable.

11. Liquidation Preference.

(a) In the event of any voluntary or involuntary liquidation, dissolution or winding up of the affairs of the Partnership, the holders of the Series F Preferred Units shall be entitled to receive, out of the assets of the Partnership legally available for distribution to the Partners (after payment or provision for payment of all debts and other liabilities of the Partnership), liquidating distributions in cash or property at fair market value as determined by the General Partner equal to a liquidation preference of $25.00 per Series F Preferred Unit, plus an amount equal to all accrued and unpaid distributions to, but not including, the date of payment, before any distribution of assets is made to holders of Common Units or any other Partnership Interests that rank junior to the Series F Preferred Units as to liquidation rights.

(b) If upon any such voluntary or involuntary liquidation, dissolution or winding up of the affairs of the Partnership, the assets of the Partnership are insufficient to make such full payment to holders of the Series F Preferred Units and the corresponding amounts payable on all other Partnership Interests ranking on a parity with the Series F Preferred Units in the distribution of assets, then the holders of the Series F Preferred Units and other such Partnership Interests shall share ratably in any such distribution of assets in proportion to the full liquidating distributions to which they would otherwise be respectively entitled.

(c) After payment of the full amount of the liquidating distributions to which they are entitled, the holders of Series F Preferred Units shall have no right or claim to any of the remaining assets of the Partnership.

(d) None of a consolidation or merger of the Partnership with or into another entity, a merger of another entity with or into the Partnership or a sale, lease or conveyance of all or substantially all of the Partnership's property or business shall be considered a liquidation of the Partnership.

12. Redemption. In connection with redemption by the General Partner of any of its Series F Preferred Shares in accordance with the provisions of the Articles Supplementary of the General Partner filed with the State Department of Assessments and Taxation of the State of Maryland on November 30, 2018, designating the terms, rights and preferences of the Series F Preferred Shares (the "Series F Articles Supplementary"), the Partnership shall provide cash to the General Partner for such purpose which shall be equal to the redemption price (as set forth in the Series F Articles Supplementary) and one Series F Preferred Unit shall be canceled with respect to each Series F Preferred Share so redeemed by the General Partner (unless another Conversion Factor is specified under the Partnership Agreement). From and after the Series F Preferred Share redemption date, the Series F Preferred Units so canceled shall no longer be outstanding and all rights hereunder, to distributions or otherwise, with respect to such Series F Preferred Units shall cease

13. Conversion. The Series F Preferred Units are not convertible into or exchangeable for any other property or securities of the General Partner, except as provided herein.

(a) In the event of a conversion of any Series F Preferred Shares into Common Shares in accordance with the Series F Articles Supplementary, upon conversion of such Series F Preferred Shares, the Partnership shall convert an equal whole number of the Series F Preferred Units into Common Units as such Series F Preferred Shares are converted into Common Shares. In the event of the conversion of any Series F Preferred Shares into Alternative Conversion Consideration (as defined in the Series F Articles Supplementary) in accordance with the Series F Articles Supplementary, the Partnership shall retire a number of Series F Preferred Units equal to the number of Series F Preferred Shares converted into such Alternative Conversion Consideration. In the event of a conversion of the Series F Preferred Shares into Common Shares, to the extent the General Partner is required to pay cash in lieu of fractional Common Shares pursuant to the Series F Articles Supplementary in connection with such conversion, the Partnership shall distribute an equal amount of cash to the General Partner.

(b) Following any such conversion retirement by the Partnership pursuant to this Section, the General Partner shall make such revisions to the Partnership Agreement as it determines are necessary to reflect such conversion.

14. Voting Rights. Holders of the Series F Preferred Units will not have any voting rights.

GENERAL PROVISIONS

15. Allocation of Profit and Loss.

Article V, Section 5.01(f) of the Partnership Agreement is hereby deleted in its entirety and the following new Section 5.01(f) is inserted in its place:

(f) Priority Allocations With Respect To Preferred Units. After giving effect to the allocations set forth in Sections 5.01(c), (d), and (e) hereof, but before giving effect to the allocations set forth in Sections 5.01(a) and 5.01(b), Net Operating Income shall be allocated to the General Partner until the aggregate amount of Net Operating Income allocated to the General Partner under this Section 5.01(f) for the current and all prior years equals the aggregate amount of the Series B Preferred Return, the Series C Preferred Return, the Series D Preferred Return, the Series E Preferred Return and the Series F Preferred Return paid to the General Partner for the current and all prior years; *provided*, *however*, that the General Partner may, in its discretion, allocate Net Operating Income based on accrued Series B Preferred Return, Series C Preferred Return, Series D Preferred Return, Series E Preferred Return and Series F Preferred Return with respect to any Series B Preferred Unit Distribution Payment Date, Series C Preferred Unit Distribution Payment Date, Series D Preferred Unit Distribution Payment Date, Series E Preferred Unit Distribution Payment Date and Series F Preferred Unit Distribution Payment Date occurring in January if the General Partner sets the Distribution Record Date for such Series B Preferred Unit Distribution Payment Date, Series C Preferred Unit Distribution Payment Date, Series D Preferred Unit Distribution Payment Date, Series E Preferred Unit Distribution Payment Date or Series F Preferred Unit Distribution Payment Date on or prior to December 31 of the previous year. For purposes of this Section 5.01(f), "Net Operating Income" means the excess, if any, of the Partnership's gross income over its expenses (but not taking into account depreciation, amortization, or any other noncash expenses of the Partnership), calculated in accordance with the principles of Section 5.01(i) hereof.

16. Except as modified herein, all terms and conditions of the Partnership Agreement shall remain in full force and effect, which terms and conditions the General Partner hereby ratifies and confirms.

[*Signature page for Amendment re: Series E and Series F Preferred Units*]

IN WITNESS WHEREOF, the undersigned has executed this Amendment as of the date first set forth above.

GENERAL PARTNER:

PEBBLEBROOK HOTEL TRUST, a Maryland real estate investment trust

By: /s/ Raymond D. Martz

Name: Raymond D. Martz

Title: Executive Vice President, Chief Financial Officer, Treasurer and Secretary

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Section 3: EX-99.1 (EXHIBIT 99.1)

Exhibit 99.1

T: (240) 507-1300, F: (240) 396-5626

News Release

Pebblebrook Hotel Trust Completes Acquisition of LaSalle Hotel Properties

Bethesda, MD, November 30, 2018 - Pebblebrook Hotel Trust (NYSE: PEB) ("Pebblebrook" or "the Company") today announced the completion of its previously announced acquisition of LaSalle Hotel Properties ("LaSalle"). With a portfolio of 64 upper-upscale and luxury hotels in or near 18 key urban markets, the combined company is now the largest owner of independent, lifestyle hotels.

"We are thrilled to bring together these two outstanding companies to create the premier, best-in-class lodging REIT, which we expect will maximize long-term value for all of our shareholders," said Jon E. Bortz, Chairman, President and Chief Executive Officer of Pebblebrook. "We are eager to begin realizing the substantial benefits of this strategic combination as we execute our proven strategies with our newly expanded and diversified portfolio of unique hotels and resorts. I want to acknowledge Michael Barnello for his two decades of accomplishments at LaSalle and welcome LaSalle's employees to our Pebblebrook family as we take the next step in the evolution of our company."

In connection with the closing of the merger, five hotels were sold, generating $820.8 million of gross proceeds. The aggregate gross sales proceeds reflect a 15.6x EBITDA multiple and a 5.5% net operating income capitalization rate (after an assumed annual capital reserve of 4.0% of total hotel revenues) based on the trailing twelve-month operating performance for the period ended October 31, 2018. The gross sales prices and hotels sold were as follows:

- $715.0 million, Park Central San Francisco and Park Central New York/WestHouse New York
- $38.8 million, Gild Hall, New York
- $67.0 million, Embassy Suites Philadelphia Center City

The sales of Gild Hall, New York and Embassy Suites Philadelphia City Center for a combined $105.8 million of gross proceeds represent the first sales pursuant to Pebblebrook's previously announced strategic disposition program to sell between $750.0 million and $1.25 billion of LaSalle-legacy hotels over the next six to twelve months. The strategic disposition program will reduce Pebblebrook's debt leverage while enhancing the quality and growth of the combined portfolio. As a result of these completed property sales and lower than previously forecasted merger transaction-related costs, Pebblebrook's total net debt to trailing 12-month corporate EBITDA is estimated to be 5.1 times.

"Our completed property sales demonstrate our ability to quickly execute on our strategic disposition program," noted Thomas C. Fisher, Chief Investment Officer of Pebblebrook. "We continue to be encouraged with the level of buyer interest in the assets that we are actively marketing for disposition."

Jon E. Bortz will continue to serve as Chairman, President and Chief Executive Officer of Pebblebrook, Raymond D. Martz will continue to serve as Chief Financial Officer and Thomas C. Fisher will continue to serve as Chief Investment Officer. The Pebblebrook Board of Trustees remains unchanged, and the combined company will remain headquartered in Bethesda, Maryland. The common shares of the combined company will continue to trade on the NYSE under the symbol "PEB," and Pebblebrook expects its newly issued 6.375% Series E Cumulative

Redeemable Preferred Shares and 6.3% Series F Cumulative Redeemable Preferred Shares, which were issued in the merger in exchange for LaSalle's 6.375% Series I Cumulative Redeemable Preferred Shares and 6.3% Series J Cumulative Redeemable Preferred Shares, respectively, will begin trading on the NYSE under the symbols "PEBPrE" and "PEBPrF," respectively, on December 3, 2018.

About Pebblebrook Hotel Trust

Pebblebrook Hotel Trust is a publicly traded real estate investment trust ("REIT") organized to opportunistically acquire and invest primarily in upper upscale, full-service hotels located in urban markets in major gateway cities. The Company owns 64 hotels, totaling approximately 15,400 guest rooms, located in 11 states and the District of Columbia, in the following markets: Del Mar, California; Los Angeles, California (Beverly Hills, Santa Monica and West Hollywood); San Diego, California; San Francisco, California; Santa Cruz, California; Washington, DC; Coral Gables, Florida; Key West, Florida; Naples, Florida; Buckhead, Georgia; Chicago, Illinois; Boston, Massachusetts; Minneapolis, Minnesota; New York, New York; Portland, Oregon; Philadelphia, Pennsylvania; Nashville, Tennessee; Columbia River Gorge, Washington; and Seattle, Washington. For more information, please visit us at www.pebblebrookhotels.com and follow us on Twitter at @PebblebrookPEB.

Cautionary Statement Regarding Forward Looking Statements

Certain statements in this communication that are not in the present or past tense or that discuss the expectations of Pebblebrook are forward-looking statements within the meaning of Section 27A of the Securities Act and Section 21E of the Securities Exchange Act of 1934, as amended. These forward-looking statements, which are based on current expectations, estimates and projections about the industry and markets in which Pebblebrook operates and beliefs of and assumptions made by Pebblebrook management, involve uncertainties that could significantly affect the financial results of Pebblebrook. Pebblebrook 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 include this statement for purposes of complying with these safe harbor provisions. Words such as "believe," "expect," "intend," "anticipate," "estimate," "project" and variations of such words and similar expressions are intended to identify such forward looking statements, which generally are not historical in nature. Such forward-looking statements may include, but are not limited to, statements about estimated debt leverage and the estimated timing of listing for common and preferred shares. Pebblebrook does not undertake any duty to update any forward-looking statements appearing in this document.

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Contacts:

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For additional information or to receive press releases via email, please visit our website at
www.pebblebrookhotels.com

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