

**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): March 16, 2005

HOST MARRIOTT CORPORATION

(Exact name of registrant as specified in its charter)

Maryland
(State or other jurisdiction
of incorporation)

001-14625
(Commission File Number)

53-0085950
(I.R.S. Employer
Identification Number)

**6903 Rockledge Drive
Suite 1500
Bethesda, Maryland 20817**
(Address of principal executive offices) (Zip Code)

(240) 744-1000
(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 a Material Definitive Agreement

On March 17, 2005, Host Marriott Corporation announced that Host Marriott, L.P., for whom Host Marriott Corporation acts as sole general partner, has received the consents necessary to adopt proposed amendments to the indenture governing its 8^{3/8}% Series E Senior Notes due 2006 (the "Notes") in connection with a previously commenced tender offer and related consent solicitation for any and all of the outstanding Notes. A total of approximately \$279.7 million, or over 93% in aggregate principal amount of the outstanding Notes, were validly tendered and not validly withdrawn before 5:00 p.m. New York City time on March 16, 2005. The offer and consent solicitation is scheduled to expire at midnight, New York City time, on Thursday, March 31, 2005.

Host Marriott, L.P., The Bank of New York, as trustee, and the note guarantors named in the indenture have executed a Seventeenth Supplemental Indenture setting forth the amendments to eliminate most of the restrictive covenants and certain events of default, and to modify certain delivery obligations in the event of defeasance of the Notes. The amendments to the indenture are binding upon all holders of the Notes, including those not tendering pursuant to the offer and consent solicitation. The text of the news release issued in connection with the announcement is attached as Exhibit 99.1 to this Current Report on Form 8-K and is incorporated into this Item 1.01 by reference.

Forward Looking Statements

The discussion in this Current Report on Form 8-K includes forward-looking statements within the meaning of federal securities regulations. These forward-looking statements are identified by their use of terms and phrases such as "anticipate," "believe," "could," "estimate," "expect," "intend," "may," "plan," "predict," "project", "will," "continue," and other similar terms and phrases including references to assumptions and forecasts of future results. Forward-looking statements are not guarantees of future performance and involve known and unknown risks, uncertainties and other factors which may cause the actual results to differ materially from those anticipated at the time the forward-looking statements are made. These risks include, but are not limited to: the risks and uncertainties discussed in the risk factors section of our Annual Report on Form 10-K for the year ended December 31, 2004 and other risks and uncertainties discussed in our other filings with the Securities and Exchange Commission. Although we believe the expectations reflected in such forward-looking statements are based upon reasonable assumptions, we can give no assurance that the expectations will be attained or that any deviation will not be material. All information is as of the date of this filing and we undertake no obligation to update any forward-looking statement to conform the statement to actual results or changes in expectations, except as required by federal securities laws.

Item 9.01. Financial Statements and Exhibits.

(c) Exhibits.

The following exhibits are filed herewith.

<u>Exhibit Number</u>	<u>Description</u>
4.26	Seventeenth Supplemental Indenture, dated March 17, 2005, by and among Host Marriott, L.P., the Subsidiary Guarantors named therein and The Bank of New York as successor to HSBC Bank USA (formerly, Marine Midland Bank), as trustee, to the Amended and Restated Indenture dated August 5, 1998.
99.1	Host Marriott Corporation news release, dated March 17, 2005

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 thereunto duly authorized.

HOST MARRIOTT CORPORATION

Date: March 21, 2005

By: /s/ Larry K. Harvey

Larry K. Harvey
Senior Vice President and
Corporate Controller

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SEVENTEENTH SUPPLEMENTAL INDENTURE TO
AMENDED AND RESTATED INDENTURE

SEVENTEENTH SUPPLEMENTAL INDENTURE, dated as of March 17, 2005, among HOST MARRIOTT, L.P., a Delaware limited partnership (the "Company"), the Subsidiary Guarantors signatory to this Seventeenth Supplemental Indenture and THE BANK OF NEW YORK, as Successor Trustee (the "Trustee") to the Amended and Restated Indenture, dated as of August 5, 1998, as amended and supplemented through the date of this Seventeenth Supplemental Indenture (the "Indenture").

RECITALS

WHEREAS, the Company, its Parents, certain of the Subsidiary Guarantors and HSBC Bank USA (f/k/a Marine Midland Bank) executed and delivered the Amended and Restated Indenture, dated as of August 5, 1998, amending and restating the form of Indenture previously filed as Exhibit 4.1 to the Registration Statement (No. 333-50729) filed with the Securities and Exchange Commission ("Commission") on Form S-3 by the Company, its Parents and certain of the Subsidiary Guarantors (the "Amended and Restated Indenture");

WHEREAS, the Company is making a tender offer (the "Tender Offer") to purchase any and all of the Company's outstanding 8³/₈% Series E senior notes due 2006 (the "8³/₈% Notes") issued pursuant to the Fourth Supplemental Indenture to the Amended and Restated Indenture (the "Fourth Supplemental Indenture") for cash;

WHEREAS, the Company has solicited consents from Holders of the 8³/₈% Notes to certain amendments to the Fourth Supplemental Indenture, which are contained in this Seventeenth Supplemental Indenture (the "Amendments");

WHEREAS, Section 9.2 of the Indenture provides that the Company and the Trustee, with the consent of the Holders of a majority in aggregate principal amount of the 8³/₈% Notes then outstanding, may amend or supplement certain provisions of the Indenture with respect to the 8³/₈% Notes;

WHEREAS, the Holders of at least a majority in aggregate principal amount of the 8³/₈% Notes outstanding as of the date hereof have consented to the Amendments;

WHEREAS, all acts and things prescribed by the Indenture, by law and by the Certificate of Incorporation and the Bylaws of the Company, the Subsidiary Guarantors and the Trustee necessary to make this Seventeenth Supplemental Indenture a valid instrument legally binding on the Company, the Subsidiary Guarantors and the Trustee, in accordance with its terms, have been duly done and performed; and

WHEREAS, all conditions precedent to amend or supplement the Indenture have been met.

NOW, THEREFORE, to comply with the provisions of the Indenture, and in consideration of the above premises, the Company, the Subsidiary Guarantors and the Trustee covenant and agree as follows:

ARTICLE 1

Section 1.01 Nature of Supplemental Indenture. This Seventeenth Supplemental Indenture supplements the Indenture with respect to the 8 3/8% Notes issued pursuant to the Fourth Supplemental Indenture and does and shall be deemed to form a part of, and shall be construed in connection with and as part of, the Indenture for any and all purposes.

ARTICLE 2

Section 2.01 Amendments. The Indenture is hereby amended with respect to the 8 3/8% Notes as follows:

(a) Section 1.1 of the Indenture is hereby amended to delete the following defined terms and related definitions: “Adjusted Total Assets,” “Consolidated Coverage Ratio,” “Currency Agreement,” “Exempted Affiliate Transaction,” “Funds from Operations,” “Permitted Investment,” “Permitted Mortgage Investment,” “Permitted REIT Distributions,” “Refinancing Indebtedness,” “Restricted Investment,” “Restricted Payment,” “Subsidiary Indebtedness,” “Total Unencumbered Assets,” “Transaction Date,” and “Unsecured Indebtedness.”

(b) Section 4.2 of the Indenture is hereby amended to state, in its entirety, the following: “**Section 4.2. Reports**. The Company shall comply with TIA Section 314(a).”

(c) Section 4.3 of the Indenture is hereby amended to state, in its entirety, the following: “**Section 4.3. Compliance Certificate**. The Company shall comply with TIA Section 314(a).”

(d) Section 4.4 of the Indenture is hereby eliminated in its entirety and replaced with the words: “**Section 4.4. Stay, Extension and Usury Laws**. INTENTIONALLY OMITTED.”

(e) Section 4.5 of the Indenture is hereby eliminated in its entirety and replaced with the words: “**Section 4.5. Corporate Existence**. INTENTIONALLY OMITTED.”

(f) Section 4.6 of the Indenture is hereby eliminated in its entirety and replaced with the words: “**Section 4.6. Taxes**. INTENTIONALLY OMITTED.”

(g) Section 4.7 of the Indenture is hereby eliminated in its entirety and replaced with the words: “**Section 4.7. Limitation on Incurrences of Indebtedness and Issuance of Disqualified Stock.** INTENTIONALLY OMITTED.”

(h) Section 4.8 of the Indenture is hereby eliminated in its entirety and replaced with the words: “**Section 4.8. Limitation on Liens.** INTENTIONALLY OMITTED.”

(i) Section 4.10 of the Indenture is hereby eliminated in its entirety and replaced with the words: “**Section 4.10. Limitation on Dividend and Other Payment Restrictions Affecting Subsidiary Guarantors.** INTENTIONALLY OMITTED.”

(j) Section 4.11 of the Indenture is hereby eliminated in its entirety and replaced with the words: “**Section 4.11. Limitation on Transactions with Affiliates.** INTENTIONALLY OMITTED.”

(k) Section 4.12 of the Indenture is hereby eliminated in its entirety and replaced with the words: “**Section 4.12. Limitation on Asset Sales.** INTENTIONALLY OMITTED.”

(l) Section 4.13 of the Indenture is hereby eliminated in its entirety and replaced with the words: “**Section 4.13. Limitation on Merger of Subsidiary Guarantors and Release of Subsidiary Guarantors.** INTENTIONALLY OMITTED.”

(m) Section 4.14 of the Indenture is hereby eliminated in its entirety and replaced with the words: “**Section 4.14. Limitation on Status as Investment Company.** INTENTIONALLY OMITTED.”

(n) Section 4.15 of the Indenture is hereby eliminated in its entirety and replaced with the words: “**Section 4.15. Limitation on Restricted Payments On or After REIT Conversion.** INTENTIONALLY OMITTED.”

(o) Section 4.16 of the Indenture is hereby eliminated in its entirety and replaced with the words: “**Section 4.16 Maintenance of Properties and Insurance.** INTENTIONALLY OMITTED.”

(p) Section 4.17 of the Indenture is hereby eliminated in its entirety and replaced with the words: “**Section 4.17. Maintenance of Office or Agency.** INTENTIONALLY OMITTED.”

(q) Section 5.1 of the Indenture is hereby eliminated in its entirety and replaced with the words: “**Section 5.1. When Company May Merge, Etc.**”

The Company will not merge with or into, or sell, convey, or transfer, or otherwise dispose of all or substantially all of its property and assets (as an entirety or substantially as an entirety in one transaction or a series of related transactions) to any Person or permit any Person to merge with or into the Company, unless either the Company shall be the continuing Person or the Person (if other than the Company) formed by such consolidation or into which the Company is merged or that acquired such property and assets of the Company shall be an entity organized and validly existing under the laws of the United States of America or any state or jurisdiction thereof and shall expressly assume, by a supplemental indenture, executed and delivered to the Trustee, all of the obligations of the Company, on the Securities and under this Indenture.”

(r) Section 6.1 of the Indenture is hereby amended to state, in its entirety, the following: “**Section 6.1. Events of Default.**

“Event of Default,” wherever used herein with respect to Securities of any Series, means any one of the following events, unless in establishing such a Series in a Board Resolution, supplemental indenture or Officers’ Certificate, it is provided that such Series shall not have the benefit of said Event of Default:

(a) the failure by the Company to pay any installment of interest on the Securities of that Series as and when the same becomes due and payable and the continuance of any such failure for 30 days; and

(b) the failure by the Company to pay all or any part of the principal of, or premium, if any, on, the Securities of that Series when and as the same becomes due and payable at maturity, redemption; by acceleration or otherwise.”

(s) Section 8.3 of the Indenture is hereby eliminated in its entirety and replaced with the words: “**Section 8.3. Legal Defeasance of Securities of any**

Series.

Unless this Section 8.3 is otherwise specified pursuant to Section 2.2.21 to be inapplicable to Securities of any Series, the Company shall be deemed to have paid and discharged the entire indebtedness on all the outstanding Securities of such Series on the 91st day after the date of the deposit referred to below, and the provisions of this Indenture, as it relates to such outstanding Securities of such Series, shall no longer be in effect (and the Trustee, at the expense of the Company, shall, at Company Request, execute proper instruments acknowledging the same), except as to:

(a) the rights of Holders of Securities of such Series to receive, from the trust funds described below, (i) payment of the principal of and each installment of principal of and interest on the outstanding Securities of such Series on the Stated Maturity of such principal or installment of

principal or interest and (ii) the benefit of any mandatory sinking fund payments applicable to the Securities of such Series on the day on which such payments are due and payable in accordance with the terms of this Indenture and the Securities of such Series;

(b) the provisions of Sections 2.5, 2.7, 2.8, 2.11, 4.17 and this Article 8; and

(c) the rights, powers, trust and immunities of the Trustee hereunder;

provided that, the following conditions shall have been satisfied:

(i) the Company must irrevocably deposit with the Trustee, in trust, for the benefit of the Holders of the Securities of such Series, (A) in the case of Securities of such Series denominated in Dollars, U.S. Government Obligations, or any combination thereof, or (B) in the case of Securities of such Series denominated in a Foreign Currency (other than a composite currency), money, Foreign Government Obligations, or a combination thereof, in each case, in such amounts as will be sufficient, in the opinion of a nationally recognized firm of independent public accountants, to pay the principal of, premium, if any, and interest on such Securities on the stated date for payment thereof or on the Redemption Date of such principal or installment of principal of, premium, if any, or interest on Securities of such Series;

(ii) no Default or Event of Default shall have occurred with respect to such Series and be continuing on the date of such deposit or insofar as Events of Default from bankruptcy or insolvency events are concerned, at any time in the period ending on the 91st day after the date of deposit; and

(iii) such defeasance shall not result in a breach or violation of, or constitute a default under this Indenture or any other material agreement or instrument to which the Company or any of its Restricted Subsidiaries is a party or by which the Company or any of its Restricted Subsidiaries is bound.

(t) Section 8.4 of the Indenture is hereby eliminated in its entirety and replaced with the words: "**Section 8.4. Covenant Defeasance**."

Unless this Section 8.4 is otherwise specified pursuant to Section 2.2.21 to be inapplicable to Securities of any Series, on and after the 91st day after the date of the deposit referred to in subparagraph (a) hereof, the Company may omit to comply with any term, provision or condition set forth under Sections 4.2, 4.3, 4.5, 4.6, 4.7, 4.8, 4.9,

4.10, 4.11, 4.12, 4.13, 4.14, 4.15 and 4.16 and Articles 5, 10, 11 and 12 (and the failure to comply with any such covenants shall not constitute a Default or Event of Default under Section 6.1) with respect to the Securities of such Series, provided that the following conditions shall have been satisfied:

(a) the Company must irrevocably deposit with the Trustee, in trust, for the benefit of the Holders of the Securities of such Series, (A) in the case of Securities of such Series denominated in Dollars, U.S. Government Obligations, or any combination thereof, or (B) in the case of Securities of such Series denominated in a Foreign Currency (other than a composite currency), money, Foreign Government Obligations, or a combination thereof, in each case, in such amounts as will be sufficient, in the opinion of a nationally recognized firm of independent public accountants, to pay the principal of, premium, if any, and interest on such Securities on the stated date for payment thereof or on the Redemption Date of such principal or installment of principal of, premium, if any, or interest on Securities of such Series;

(b) the Company shall have delivered to the Trustee an opinion of Counsel in the United States confirming that the Holders of the Securities of such Series will not recognize income, gain or loss for Federal income tax purposes as a result of the defeasance contemplated by this Section 8.4 and will be subject to Federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such defeasance had not occurred;

(c) no Default or Event of Default shall have occurred with respect to such Series and be continuing on the date of such deposit or insofar as Events of Default from bankruptcy or insolvency events are concerned, at any time in the period ending on the 91st day after the date of deposit; and

(d) such defeasance shall not result in a breach or violation of, or constitute a default under this Indenture or any other material agreement or instrument to which the Company or any of its Restricted Subsidiaries is a party or by which the Company or any of its Restricted Subsidiaries is bound.

ARTICLE 3

Section 3.01 Except as specifically modified herein, the Indenture is in all respects ratified and confirmed and shall remain in full force and effect in accordance with its terms.

Section 3.02 Except as otherwise expressly provided herein, no duties, responsibilities or liabilities are assumed or shall be construed to be assumed by the

Trustee by reason of this Seventeenth Supplemental Indenture. This Seventeenth Supplemental Indenture is executed and accepted by the Trustee subject to all the terms and conditions set forth in the Indenture with the same force and effect as if those terms and conditions were repeated at length herein and made applicable to the Trustee with respect to this Seventeenth Supplemental Indenture.

Section 3.03 The Trustee shall not be responsible in any manner whatsoever for or in respect of the recitals contained herein, all of which recitals are made solely by the Company and the Subsidiary Guarantors. The Trustee makes no representations as to the validity or sufficiency of this Seventeenth Supplemental Indenture.

Section 3.04 THIS SEVENTEENTH SUPPLEMENTAL INDENTURE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK INCLUDING, WITHOUT LIMITATION, SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW AND NEW YORK CIVIL PRACTICE LAWS AND RULES 327(b). EACH OF THE COMPANY AND THE SUBSIDIARY GUARANTORS HEREBY IRREVOCABLY SUBMITS TO THE JURISDICTION OF ANY NEW YORK STATE COURT SITTING IN THE BOROUGH OF MANHATTAN IN THE CITY OF NEW YORK OR ANY FEDERAL COURT SITTING IN THE BOROUGH OF MANHATTAN IN THE CITY OF NEW YORK IN RESPECT OF ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THE INDENTURE AND THE SECURITIES, AND IRREVOCABLY ACCEPTS FOR ITSELF AND IN RESPECT OF ITS PROPERTY, GENERALLY AND UNCONDITIONALLY, JURISDICTION OF THE AFORESAID COURTS. EACH OF THE COMPANY AND THE SUBSIDIARY GUARANTORS IRREVOCABLY WAIVES, TO THE FULLEST EXTENT IT MAY EFFECTIVELY DO SO UNDER APPLICABLE LAW, ANY OBJECTION WHICH THEY MAY NOW OR HEREAFTER HAVE TO THE LAYING OF THE VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT AND ANY CLAIM THAT ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. NOTHING HEREIN SHALL AFFECT THE RIGHT OF THE TRUSTEE OR ANY SECURITYHOLDER TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR TO COMMENCE LEGAL PROCEEDINGS OR OTHERWISE PROCEED AGAINST THE COMPANY AND THE SUBSIDIARY GUARANTORS IN ANY OTHER JURISDICTION.

Section 3.05 The parties may sign any number of copies of this Seventeenth Supplemental Indenture. Each signed copy shall be an original, but all of such executed copies together shall represent the same agreement.

Section 3.06 All capitalized terms used in this Seventeenth Supplemental Indenture which are not otherwise defined herein, shall have the respective meanings specified in the Indenture, unless the context otherwise requires.

Section 3.07 This Seventeenth Supplemental Indenture shall become effective upon the signing hereof and operative only upon the acceptance by the Company of, and payment for, 8^{3/8}% Notes that are properly tendered and not withdrawn pursuant to the Tender Offer.

IN WITNESS WHEREOF, the parties to this Seventeenth Supplemental Indenture have caused this Seventeenth Supplemental Indenture to be duly executed, all as of the date first written above.

COMPANY

HOST MARRIOTT, L.P., a Delaware limited partnership

BY: HOST MARRIOTT CORPORATION,
its general partner

By: /s/ LARRY K. HARVEY

Name: Larry K. Harvey
Title: Senior Vice President and Corporate Controller

SUBSIDIARY GUARANTORS

AIRPORT HOTELS LLC,
HOST OF BOSTON, LTD.,
BY: AIRPORT HOTELS LLC,
HOST OF HOUSTON, LTD.,
BY: AIRPORT HOTELS LLC
HOST OF HOUSTON 1979,
BY: AIRPORT HOTELS LLC
BY: HOST OF HOUSTON, LTD.
BY: AIRPORT HOTELS LLC
CHESAPEAKE FINANCIAL SERVICES LLC,
HMC RETIREMENT PROPERTIES, L.P.,
BY: DURBIN LLC
HMH MARINA LLC,
FARRELL'S ICE CREAM PARLOUR RESTAURANTS LLC,
HMC ATLANTA LLC,
HMC BCR HOLDINGS LLC,
HMC BURLINGAME LLC,
HMC CAPITAL LLC,
HMC CAPITAL RESOURCES LLC,
HMC PARK RIDGE LLC,
HOST PARK RIDGE LLC,
HMC SUITES LLC,

HMC SUITES LIMITED PARTNERSHIP,
BY: HMC SUITES LLC,
PRM LLC,
WELLSFORD-PARK RIDGE HMC HOTEL LIMITED PARTNERSHIP,
BY: HOST PARK RIDGE LLC,
YBG ASSOCIATES LLC,
HMC CHICAGO LLC,
HMC DESERT LLC,
HMC PALM DESERT LLC,
HMC DIVERSIFIED LLC,
HMC EAST SIDE LLC,
EAST SIDE HOTEL ASSOCIATES, L.P.
BY: HMC EAST SIDE LLC
HMC EAST SIDE II LLC,
HMC GATEWAY LLC,
HMC GRAND LLC,
HMC HANOVER LLC,
HMC HARTFORD LLC,
HMC HOTEL DEVELOPMENT LLC,
HMC HPP LLC,
HMC IHP HOLDINGS LLC,
HMC MANHATTAN BEACH LLC,
HMC MARKET STREET LLC,
NEW MARKET STREET LP,
BY: HMC MARKET STREET LLC
HMC GEORGIA LLC,
HMC MEXPARK LLC,
HMC POLANCO LLC,
HMC NGL LLC,
HMC OLS I L.P.,
BY: HMC OLS I LLC
HMC OP BN LLC,
HMC PACIFIC GATEWAY LLC,
HMC PLP LLC,
CHESAPEAKE HOTEL LIMITED PARTNERSHIP,
BY: HMC PLP LLC
HMC POTOMAC LLC,
HMC PROPERTIES I LLC,
HMC PROPERTIES II LLC,
HMC SBM TWO LLC,
HMC SEATTLE LLC,
HMC SFO LLC,
HMC SWISS HOLDINGS LLC,

HMH GENERAL PARTNER HOLDINGS LLC,
HMH NORFOLK LLC,
HMH NORFOLK, L.P.,
BY: HMH NORFOLK LLC
HMH PENTAGON LLC,
HMH RESTAURANTS LLC,
HMH RIVERS LLC,
HMH RIVERS, L.P.,
BY: HMH RIVERS LLC
HMH WTC LLC,
HOST LA JOLLA LLC,
CITY CENTER HOTEL LIMITED PARTNERSHIP,
BY: HOST LA JOLLA LLC
TIMES SQUARE LLC,
IVY STREET LLC,
MARKET STREET HOST LLC,
PHILADELPHIA AIRPORT HOTEL LLC,
PM FINANCIAL LLC,
PM FINANCIAL LP,
BY: PM FINANCIAL LLC
HMC PROPERTY LEASING LLC,
HMC HOST RESTAURANTS LLC,
SANTA CLARA HMC LLC,
S.D. HOTELS LLC,
TIMES SQUARE GP LLC,
DURBIN LLC,
HMC HT LLC,
HMC JWDC LLC,
HMC OLS I LLC,
HMC OLS II L.P.,
BY: HMC OLS I LLC
HMT LESSEE PARENT LLC,
HMC/INTERSTATE MANHATTAN BEACH, L.P.,
BY: HMC MANHATTAN BEACH LLC
AMELIATEL,
BY: HMC AMELIA I LLC,
BY: HMC AMELIA II LLC,
HMC AMELIA I LLC,
HMC AMELIA II LLC,
ROCKLEDGE HOTEL LLC,
FERNWOOD HOTEL LLC,
HMC COPLEY LLC,
HMC HEADHOUSE FUNDING LLC,
IVY STREET HOPEWELL LLC,

HMC DIVERSIFIED AMERICAN HOTELS, L.P.,
BY: HMC DIVERSIFIED LLC,
POTOMAC HOTEL LIMITED PARTNERSHIP,
BY: HMC POTOMAC LLC
HMC AP GP LLC,
HMC AP LP,
BY: HMC AP GP LLC
HMC AP CANADA COMPANY,
HMC TORONTO AIRPORT GP LLC,
HMC TORONTO AIRPORT LP,
BY: HMC TORONTO AIRPORT GP LLC
HMC TORONTO EC GP LLC,
HMC TORONTO EC LP,
BY: HMC TORONTO EC GP LLC
HMC CHARLOTTE GP LLC,
HMC CHARLOTTE LP,
BY: HMC CHARLOTTE GP LLC
HMC CHARLOTTE (CALGARY) COMPANY,
CALGARY CHARLOTTE PARTNERSHIP,
BY: HMC CHARLOTTE (CALGARY) COMPANY
BY: HMC GRACE (CALGARY) COMPANY
CALGARY CHARLOTTE HOLDINGS COMPANY,
HMC GRACE (CALGARY) COMPANY,
HMC MAUI LLC,
HMC KEA LANI LLC,
HMC CHICAGO LAKEFRONT LLC,
HMC LENOX LLC.

By: /s/ LARRY K. HARVEY

Name: Larry K. Harvey
Title: Vice President of the Subsidiary Guarantors
(or where applicable, of the general partner
of the Subsidiary Guarantors)

TRUSTEE

THE BANK OF NEW YORK,
as Trustee

By: /s/ GEOVANNI BARRIS

Name: Geovanni Barris
Title: Vice President

**NEWS RELEASE**

**6903 Rockledge Drive, Suite 1500
Bethesda, MD. 20817**

Contact:

**Gregory J. Larson
Senior Vice President
Host Marriott Corporation
240-744-5120**

HOST MARRIOTT CORPORATION ANNOUNCES RECEIPT OF CONSENTS NECESSARY TO AMEND INDENTURE GOVERNING ITS 8^{3/8}% SERIES E SENIOR NOTES DUE 2006

BETHESDA, MD; March 17, 2005 – Host Marriott Corporation (NYSE:HMT) announced today that Host Marriott, L.P., (the “Issuer”) for whom the Company acts as sole general partner, has received the consents necessary to adopt the proposed amendments to the Indenture governing their 8^{3/8}% Series E Senior Notes due 2006 (the “Indenture”) in connection with their previously commenced tender offer (the “Offer”) and related consent solicitation (the “Consent Solicitation”) for any and all of the outstanding Notes. A total of approximately \$279.7 million, or over 93% in aggregate amount of the outstanding Notes, were validly tendered and not validly withdrawn before 5:00 p.m. New York City time on March 16, 2005 (the “Consent Time”). The Offer and Consent Solicitation is scheduled to expire at 12 midnight, New York City time, on Thursday, March 31, 2005.

The Issuer, The Bank of New York, as trustee, and the note guarantors named in the Indenture have executed a Seventeenth Supplemental Indenture setting forth the amendments to eliminate most of the restrictive covenants and certain events of default from the Indenture. The amendments will become operative upon the acceptance for purchase of any note validly

tendered by the Consent Time and not withdrawn. Such amendments to the Indenture, once operative, will be binding upon all holders of the Notes, including those not tendering pursuant to the Offer.

This announcement is not an offer to purchase, a solicitation of an offer to sell or a solicitation of consent with respect to any securities. The Offer is being made solely by the Offer to Purchase and Consent Solicitation Statement dated March 3, 2005.

This press release contains forward-looking statements within the meaning of federal securities regulations. These forward-looking statements are identified by their use of terms and phrases such as “anticipate,” “believe,” “could,” “estimate,” “expect,” “intend,” “may,” “plan,” “predict,” “project”, “will,” “continue,” and other similar terms and phrases including references to assumption and forecasts of future results. Forward-looking statements are not guarantees of future performance and involve known and unknown risks, uncertainties and other factors which may cause the actual results to differ materially from those anticipated at the time the forward-looking statements are made. These risks include, but are not limited to: national and local economic and business conditions, including the potential for additional terrorist attacks, that will affect occupancy rates at our hotels and the demand for hotel products and services; operating risks associated with the hotel business; risks associated with the level of our indebtedness and our ability to meet covenants in our debt agreements; relationships with property managers; our ability to maintain our properties in a first-class manner, including meeting capital expenditure requirements; our ability to compete effectively in areas such as access, location, quality of accommodations and room rate structures; changes in travel patterns, taxes and government regulations which influence or determine wages, prices, construction procedures and costs; and our ability to continue to satisfy complex rules in order for us to qualify as a real estate investment trust for federal income tax purposes and other risks and uncertainties associated with our business described in the Company’s filings with the Securities and Exchange Commission. Although the Company believes the expectations reflected in such forward-looking statements are based upon reasonable assumptions, it can give no assurance that the expectations will be attained or that any deviation will not be material. All information in this release is as of March 16, 2005, and the Company undertakes no obligation to update any forward-looking statement to conform the statement to actual results or changes in the Company’s expectations.

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