
**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): May 27, 2026

HOST HOTELS & RESORTS, INC.
(Exact Name of Registrant as Specified in Charter)

Maryland
(State or Other Jurisdiction
of Incorporation)

001-14625
(Commission
File Number)

53-0085950
(IRS Employer
Identification No.)

**4747 Bethesda Avenue, Suite 1300
Bethesda, Maryland**
(Address of Principal Executive Offices)

20814
(Zip Code)

Registrant's telephone number, including area code: (240) 744-1000

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))

Securities registered pursuant to Section 12(b) of the Act:

Title of Each Class	Trading Symbol	Name of Each Exchange on Which Registered
Common Stock, \$.01 par value	HST	The Nasdaq Stock Market LLC

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 1.01. Entry into a Material Definitive Agreement.

On May 31, 2023, Host Hotels & Resorts, Inc. (the “Company”) entered into a distribution agreement (the “Distribution Agreement”), with (i) J.P. Morgan Securities LLC, BofA Securities, Inc, Goldman Sachs & Co. LLC, Jefferies LLC, Morgan Stanley & Co. LLC, Scotia Capital (USA) Inc., Truist Securities, Inc. and Wells Fargo Securities, LLC, as sales agents (in such capacity, each, a “Sales Agent” and collectively, the “Sales Agents”) or forward sellers acting as sales agents for the respective Forward Purchasers (as defined below) (in such capacity, each a “Forward Seller,” collectively, the “Forward Sellers” and together with the Sales Agents, the “Agents”), and (ii) JPMorgan Chase Bank, National Association, Bank of America, N.A., Goldman Sachs & Co. LLC, Jefferies LLC, Morgan Stanley & Co. LLC, The Bank of Nova Scotia, Truist Bank and Wells Fargo Bank, National Association, as forward purchasers (in such capacity, each, a “Forward Purchaser” and collectively, the “Forward Purchasers”). Pursuant to the Distribution Agreement, the Company or any Forward Seller (as agent for its corresponding Forward Purchaser) may offer and sell, from time to time, shares of the Company’s common stock, \$0.01 par value per share (the “Shares”), having a combined aggregate offering price of up to \$600 million. The Company has not sold any Shares under the Distribution Agreement to date.

On May 27, 2026, the Company and the Agents entered into an amendment (the “Amendment”) to the Distribution Agreement to extend the expiration date of the Distribution Agreement from May 31, 2026 until the earlier of: (i) the sale of Shares having an aggregate offering price of \$600 million, (ii) termination by the Company in its sole discretion at any time, upon giving prior written notice to the Agents, the Forward Sellers and the Forward Purchasers, or (iii) termination by the Agents, Forward Sellers or the Forward Purchasers, as applicable, in their sole discretion at any time upon giving prior written notice to the Company. In addition, the Amendment also updates the settlement date for shares offered and sold to the next business day (T+1) to conform to changes in the settlement cycle since the Distribution Agreement was entered into in 2023. No other changes were made to the terms of the Distribution Agreement.

The foregoing description of the Amendment does not purport to be complete and is qualified in its entirety by reference to the full text of the Amendment, a copy of which is filed hereto as Exhibit 10.1.

Item 9.01. Financial Statements and Exhibits

d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
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10.1	<u>Amendment No. 1 to Distribution Agreement, dated May 27, 2026, between Host Hotels & Resorts, Inc., J.P. Morgan Securities LLC, BofA Securities, Inc., Goldman Sachs & Co. LLC, Jefferies LLC, Morgan Stanley & Co. LLC, Scotia Capital (USA) Inc., Truist Securities, Inc. and Wells Fargo Securities, LLC, each in their capacities as Agents and/or Forward Sellers (as applicable), and JPMorgan Chase Bank, National Association, Bank of America, N.A., Goldman Sachs & Co. LLC, Jefferies LLC, Morgan Stanley & Co. LLC, The Bank of Nova Scotia, Truist Bank and Wells Fargo Bank, National Association, each in their capacities as Forward Purchasers.</u>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

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.

HOST HOTELS & RESORTS, INC.

Date: May 28, 2026

By:

/s/ JOSEPH C. OTTINGER

Name:

Joseph C. Ottinger

Title:

Senior Vice President and Corporate Controller

AMENDMENT NO. 1 TO DISTRIBUTION AGREEMENT

This Amendment No. 1 to Distribution Agreement (this "Amendment") is made and entered into as of May 27, 2026, by and among Host Hotels & Resorts, Inc., a Maryland corporation (the "Company"), J.P. Morgan Securities LLC, BofA Securities, Inc., Goldman Sachs & Co. LLC, Jefferies LLC, Morgan Stanley & Co. LLC, Scotia Capital (USA) Inc., Truist Securities, Inc. and Wells Fargo Securities, LLC, each in their capacities as Agents and/or Forward Sellers (as applicable), and JPMorgan Chase Bank, National Association, Bank of America, N.A., Goldman Sachs & Co. LLC, Jefferies LLC, Morgan Stanley & Co. LLC, The Bank of Nova Scotia, Truist Bank and Wells Fargo Bank, National Association, each in their capacities as Forward Purchasers.

WHEREAS, the parties hereto are party to that certain Distribution Agreement, dated as of May 31, 2023 (the "Distribution Agreement");

WHEREAS, the Distribution Agreement provides for the offering and sale of common stock, \$0.01 par value per share, of the Company having an aggregate Gross Sales Price of up to \$600,000,000;

WHEREAS, Section 19 of the Distribution Agreement provides that the Distribution Agreement may be amended in writing signed by the parties thereto; and

WHEREAS, the parties hereto desire to amend the Distribution Agreement to modify certain provisions relating to the term and termination of the Distribution Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Amendments.

a. All references in the Distribution Agreement to the Company's registration statement on Form S-3ASR (No. 333-264313) are hereby deleted and replaced with references to the Company's registration statement on Form S-3ASR (No. 333-286435), filed with the Securities and Exchange Commission on April 8, 2025.

b. Section 2(c) of the Distribution Agreement is hereby amended and replaced in its entirety to read as follows:

"(c) Payment of the Net Agency Sales Price for Shares sold by the Company on any Purchase Date pursuant to a Transaction Acceptance shall be made to the Company by wire transfer of immediately available funds to the account of the Company (which the Company shall provide to the Agent at least one Exchange Business Day prior to the applicable Agency Settlement Date (as defined below)) against delivery of such Shares to such Agent's account, or an account of such Agent's designee, at The Depository Trust Company through its Deposit and Withdrawal at Custodian System ("**DWAC**") or by such other means of delivery as may be agreed to by the Company and such Agent. Such payment and delivery shall be made at or about 10:00 a.m. (New York City time) on the first Exchange Business Day (or such other day as may, from time to time, become standard industry practice for settlement of such a securities issuance or as agreed to by the Company and the applicable Agent) following each Purchase Date (each, an "**Agency Settlement Date**")."

c. Section 8 of the Distribution Agreement is hereby amended and replaced in its entirety to read as follows:

“8. Termination.

- (a) (i) The Company may terminate this Agreement in its sole discretion at any time upon prior written notice to the Agents, the Forward Sellers and the Forward Purchasers. Any such termination shall be without liability of any party to any other party, except that (A) with respect to any pending sale, the obligations of the Company, including in respect of compensation of the Agents and the Forward Sellers, shall remain in full force and effect notwithstanding such termination; and (B) the provisions of Sections 3, 4(l), 9, 13, 15 and 17 of this Agreement shall remain in full force and effect notwithstanding such termination.
- (ii) In the case of any sale by the Company pursuant to a Terms Agreement, the obligations of the Company pursuant to such Terms Agreement and this Agreement may not be terminated by the Company without the prior written consent of the Agents, the Forward Sellers and the Forward Purchasers.
- (b) (i) The Agents, the Forward Sellers or the Forward Purchasers, as applicable, may terminate this Agreement in their sole discretion at any time upon giving prior written notice to the Company and any Agent, Forward Purchaser or Forward Seller may terminate this Agreement with respect to itself in its sole discretion at any time upon giving prior written notice to the Company. Any such termination shall be without liability of any party to any other party, except that the provisions of Sections 3, 4(l), 9, 13, 15 and 17 of this Agreement shall remain in full force and effect notwithstanding such termination.
- (ii) In the case of any purchase by an Agent pursuant to a Terms Agreement, the obligations of the Agent pursuant to such Terms Agreement shall be subject to termination by the Agent at any time prior to or at the Principal Settlement Date if since the time of execution of the Terms Agreement or the respective dates as of which information is given in the Registration Statement, the Prospectus and any Permitted Free Writing Prospectus, (i) trading generally shall have been suspended or materially limited on or by The Nasdaq Stock Market LLC; (ii) trading of any securities issued or guaranteed by the Company or any of its consolidated subsidiaries shall have been suspended on any exchange or in any over-the-counter market; (iii) a general moratorium on commercial banking activities shall have been declared by federal or New York state authorities; or (iv) there shall have occurred any outbreak or escalation of hostilities or any change in financial markets or any calamity or crisis, either within or outside the United States, that, solely in the case of events and conditions described in this clause, in the Agents' judgment, is material and adverse and makes it impracticable or inadvisable to proceed with the offering, sale or delivery of the Shares on the terms and in the manner contemplated in the Prospectus or such Terms Agreement. If any Agent or the Agents elect to terminate its or their obligations pursuant to this Section 8(b)(ii), the Company shall be notified promptly in writing.

(c) [Reserved].

(d) This Agreement shall remain in full force and effect until the earliest of (A) termination of this Agreement pursuant to Section 8(a) or 8(b) above or otherwise by mutual written agreement of the parties and (B) such date that the Maximum Amount of Shares has been sold in accordance with the terms of this Agreement and any Terms Agreements, in each case except that the provisions of Section 3, 4(l), 9, 13, 15 and 17 of this Agreement shall remain in full force and effect notwithstanding such termination.

(e) Any termination of this Agreement shall be effective on the date specified in such notice of termination; *provided that*, notwithstanding the foregoing, such termination shall not be effective until the close of business on the date of receipt of such notice by the Agents, the Forward Sellers and the Forward Purchasers or the Company, as the case may be, or such later date as may be required pursuant to Section 8(a) or 8(b). If such termination shall occur prior to the Settlement Date for any sale of Shares, such sale shall settle in accordance with the provisions of Section 2 hereof.”

2. Effect of Amendment. Except as expressly amended hereby, the Distribution Agreement shall remain in full force and effect in accordance with its terms. In the event of any conflict or inconsistency between the terms of this Amendment and the terms of the Distribution Agreement, the terms of this Amendment shall control. Capitalized terms used herein and not otherwise defined have the meanings ascribed to them in the Distribution Agreement.

3. References. On and after the date hereof, each reference in the Distribution Agreement to “this Agreement,” “hereof,” “herein,” “hereunder” or words of like import referring to the Distribution Agreement shall mean and be a reference to the Distribution Agreement as amended by this Amendment.

4. Governing Law. This Amendment and any claim, counterclaim or dispute of any kind or nature whatsoever arising out of or in any way relating to this Amendment, directly or indirectly, shall be governed by, and construed in accordance with, the laws of the State of New York.

5. Counterparts. This Amendment may be executed in two or more counterparts and delivered by facsimile or in electronic form, each of which shall be deemed an original, but all of which shall constitute one and the same agreement. Counterparts may be delivered via facsimile, electronic mail (including any electronic signature covered by the U.S. federal ESIGN Act of 2000, Uniform Electronic Transactions Act, the Electronic Signatures and Records Act or other applicable law, *e.g.*, www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

[Signature Pages Follow]

If the foregoing correctly sets forth the understanding between the Company and the parties hereto, please so indicate in the space provided below for that purpose, whereupon this letter and the acceptance of each of the parties hereto shall constitute a binding agreement among the Company and the parties hereto.

Very truly yours,

HOST HOTELS & RESORTS, INC.

By: /s/ Joseph C. Ottinger

Name: Joseph C. Ottinger

Title: Senior Vice President and Corporate Controller

[Signature Page to Amendment No. 1 to Equity Distribution Agreement]

Accepted and agreed to as of the
date first above written:

As Agents and Forward Sellers (As Applicable)

J.P. Morgan Securities LLC

By: /s/ Sanjeet Dewal

Name: Sanjeet Dewal

Title: Managing Director

BofA Securities, Inc.

By: /s/ Jeffrey Horowitz

Name: Jeffrey Horowitz

Title: Managing Director

Goldman Sachs & Co. LLC

By: /s/ Jonathan Armstrong

Name: Jonathan Armstrong

Title: Managing Director

Jefferies LLC

By: /s/ Michael Bluhm

Name: Michael Bluhm

Title: Managing Director

Morgan Stanley & Co. LLC

By: /s/ Daniel Croitoru

Name: Daniel Croitoru

Title: Vice President

As Forward Purchasers

JPMorgan Chase Bank, National Association

By: /s/ Sanjeet Dewal

Name: Sanjeet Dewal

Title: Managing Director

Bank of America, N.A.

By: /s/ Jake Mendelsohn

Name: Jake Mendelsohn

Title: Managing Director

Goldman Sachs & Co. LLC

By: /s/ Jonathan Armstrong

Name: Jonathan Armstrong

Title: Managing Director

Jefferies LLC

By: /s/ Michael Bluhm

Name: Michael Bluhm

Title: Managing Director

Morgan Stanley & Co. LLC

By: /s/ Ellen Weinstein

Name: Ellen Weinstein

Title: Managing Director

[Signature Page to Amendment No. 1 to Equity Distribution Agreement]

Scotia Capital (USA) Inc.

By: /s/ Tim Mann

Name: Tim Mann

Title: Managing Director

Truist Securities, Inc.

By: /s/ Keith Carpenter

Name: Keith Carpenter

Title: Managing Director

Wells Fargo Securities, LLC

By: /s/ Rohit Mehta

Name: Rohit Mehta

Title: Managing Director

The Bank of Nova Scotia

By: /s/ Tim Mann

Name: Tim Mann

Title: Managing Director

Truist Bank

By: /s/ Rakesh Mangat

Name: Rakesh Mangat

Title: Managing Director

Wells Fargo Bank, National Association

By: /s/ Christine Roemer

Name: Christine Roemer

Title: Managing Director

[Signature Page to Amendment No. 1 to Equity Distribution Agreement]