

RABIN EDWARD W  
Form SC 13D/A  
December 18, 2012

# **SECURITIES AND EXCHANGE COMMISSION**

**WASHINGTON, DC 20549**

## **SCHEDULE 13D**

**[Rule 13d-101]**

**INFORMATION TO BE INCLUDED IN STATEMENTS FILED PURSUANT  
TO § 204.13d-1(a) AND AMENDMENTS THERETO FILED PURSUANT TO**

**§ 240.13d-2(a)**

**(Amendment No. 6)**

## **Hyatt Hotels Corporation**

**(Name of Issuer)**

**Class A Common Stock, \$0.01 par value per share**  
**(Title of Class of Securities)**

**448579102**  
**(CUSIP Number)**

**Michael A. Pucker, Esq.**

**Cathy A. Birkeland, Esq.**

**Latham & Watkins LLP**

**233 S. Wacker Drive, Suite 5800**

**Chicago, Illinois 60606**

**(312) 876-7700**

**(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)**

**December 11, 2012**

**(Date of Event which Requires Filing of this Statement)**

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box. "

(Continued on following pages)

(Page 1 of 20 Pages)

The information required in the remainder of this cover page shall not be deemed to be filed for the purpose of Section 18 of the Securities Exchange Act of 1934 ( Act ) or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

1. Names of Reporting Persons

I.R.S. Identification Nos. of Above Persons (Entities Only)

2. Check the Appropriate Box if a Member of a Group  
 Gigi Pritzker Pucker and Edward W. Rabin, not individually, but solely as co-trustees of the trusts listed on Appendix A-1.

(a)  (b)

3. SEC Use Only

4. Source of Funds

5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)

6. Citizenship or Place of Organization

United States

7. Sole Voting Power

**NUMBER OF**

**SHARES** 8. 0  
 Shared Voting Power

**BENEFICIALLY**

**OWNED BY**  
**EACH** 9. 7,284,670\*  
 Sole Dispositive Power

**REPORTING**

**PERSON** 10. 0  
 Shared Dispositive Power

**WITH**

11. 7,284,670\*  
 Aggregate Amount Beneficially Owned by Each Reporting Person

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7,284,670\*  
12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares

13. Percent of Class Represented by Amount in Row (11)

4.4%\*  
14. Type of Reporting Person

OO

\* Represents shares of the Issuer's Class A Common Stock, \$0.01 par value per share (the Class A Common Stock), issuable upon conversion of shares of the Issuer's Class B Common Stock, \$0.01 par value per share (the Class B Common Stock) and, together with the Class A Common Stock, the

Common Stock ). As provided in the Issuer's Amended and Restated Certificate of Incorporation, each share of Class B Common Stock is convertible at any time, at the option of the holder, into one share of Class A Common Stock. The Reporting Persons are party to certain agreements with the Separately Filing Group Members (as defined in the Schedule 13D), which agreements contain, among other things, certain voting agreements and limitations on the sale of their shares of Common Stock. As a result, the Reporting Persons may be deemed to be members of a group, within the meaning of Section 13(d)(3) of the Act (as defined in the Schedule 13D), comprised of the Reporting Person and the Separately Filing Group Members. Shares listed as beneficially owned by the Reporting Persons exclude shares held by any other Reporting Person or by any of the Separately Filing Group Members, in each case as to which the Reporting Persons disclaims beneficial ownership.

All references to the number of shares outstanding are as of October 26, 2012, as reported in the Issuer's Quarterly Report on Form 10-Q for the quarterly period ended September 30, 2012, as adjusted to account for the aggregate of 3,180,242 shares of Class B Common Stock that were sold by one of the Separately Filing Group Members on December 6, 2012 and December 12, 2012. The percentage is calculated using the total number of shares of Common Stock beneficially owned by the Reporting Persons and based on 164,002,394 shares of Common Stock outstanding as of October 26, 2012, as adjusted. With respect to matters upon which the Issuer's stockholders are entitled to vote, the holders of Class A Common Stock and Class B Common Stock vote together as a single class, and each holder of Class A Common Stock is entitled to one vote per share and each holder of Class B Common Stock is entitled to ten votes per share. The shares of Class B Common Stock owned by the Reporting Persons represent 6.1% of the total voting power of the Common Stock as of October 26, 2012, as adjusted. The percentage of total voting power of the Common Stock is calculated based on the total voting power of the Common Stock outstanding as of October 26, 2012, as adjusted, which is comprised of 48,568,052 shares of Class A Common Stock and 115,434,342 shares of Class B Common Stock and assumes that no outstanding shares of Class B Common Stock have been converted into shares of Class A Common Stock.

1. Names of Reporting Persons

I.R.S. Identification Nos. of Above Persons (Entities Only)

2. CIBC Trust Company (Bahamas) Limited, not individually, but solely as trustee of the trusts listed on Appendix A-2.  
Check the Appropriate Box if a Member of a Group

(a)  (b)

3. SEC Use Only

4. Source of Funds

5.  Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)

6. Citizenship or Place of Organization

Bahamian International Business Company  
7. Sole Voting Power

**NUMBER OF**

**SHARES** 8. 0  
Shared Voting Power

**BENEFICIALLY**

**OWNED BY**  
**EACH** 9. 1,255,317\*  
Sole Dispositive Power

**REPORTING**

**PERSON** 10. 0  
Shared Dispositive Power  
**WITH**

11. 1,255,317\*  
Aggregate Amount Beneficially Owned by Each Reporting Person

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1,255,317\*  
12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares

13. Percent of Class Represented by Amount in Row (11)

0.8%\*  
14. Type of Reporting Person

OO

\* Represents shares of the Issuer's Class A Common Stock, \$0.01 par value per share (the Class A Common Stock), issuable upon conversion of shares of the Issuer's Class B Common Stock, \$0.01 par value per share (the Class B Common Stock) and, together with the Class A Common Stock, the

Common Stock ). As provided in the Issuer's Amended and Restated Certificate of Incorporation, each share of Class B Common Stock is convertible at any time, at the option of the holder, into one share of Class A Common Stock. The Reporting Person is party to certain agreements with the Separately Filing Group Members (as defined in the Schedule 13D), which agreements contain, among other things, certain voting agreements and limitations on the sale of their shares of Common Stock. As a result, the Reporting Person may be deemed to be a member of a group, within the meaning of Section 13(d)(3) of the Act (as defined in the Schedule 13D), comprised of the Reporting Person and the Separately Filing Group Members. Shares listed as beneficially owned by the Reporting Person exclude shares held by any other Reporting Person or by any of the Separately Filing Group Members, in each case as to which the Reporting Person disclaims beneficial ownership.

All references to the number of shares outstanding are as of October 26, 2012, as reported in the Issuer's Quarterly Report on Form 10-Q for the quarterly period ended September 30, 2012, as adjusted to account for the aggregate of 3,180,242 shares of Class B Common Stock that were sold by one of the Separately Filing Group Members on December 6, 2012 and December 12, 2012. The percentage is calculated using the total number of shares of Common Stock beneficially owned by the Reporting Person and based on 164,002,394 shares of Common Stock outstanding as of October 26, 2012, as adjusted. With respect to matters upon which the Issuer's stockholders are entitled to vote, the holders of Class A Common Stock and Class B Common Stock vote together as a single class, and each holder of Class A Common Stock is entitled to one vote per share and each holder of Class B Common Stock is entitled to ten votes per share. The shares of Class B Common Stock owned by the Reporting Person represent 1.0% of the total voting power of the Common Stock as of October 26, 2012, as adjusted. The percentage of total voting power of the Common Stock is calculated based on the total voting power of the Common Stock outstanding as of October 26, 2012, as adjusted, which is comprised of 48,568,052 shares of Class A Common Stock and 115,434,342 shares of Class B Common Stock and assumes that no outstanding shares of Class B Common Stock have been converted into shares of Class A Common Stock.



1. Names of Reporting Persons

I.R.S. Identification Nos. of Above Persons (Entities Only)

2. Gigi Pritzker Pucker and Edward W. Rabin, not individually, but solely as co-trustees of the trusts listed on Appendix A-3.  
Check the Appropriate Box if a Member of a Group

(a)  (b)

3. SEC Use Only

4. Source of Funds

5.  Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)

6. Citizenship or Place of Organization

United States

7.  Sole Voting Power

**NUMBER OF**

**SHARES** 8.  0  
 Shared Voting Power

**BENEFICIALLY**

**OWNED BY**  
**EACH** 9.  9,805,950\*  
 Sole Dispositive Power

**REPORTING**

**PERSON** 10.  0  
 Shared Dispositive Power

**WITH**

11.  9,805,950\*  
Aggregate Amount Beneficially Owned by Each Reporting Person

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9,805,950\*  
12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares

13. Percent of Class Represented by Amount in Row (11)

6.0%\*  
14. Type of Reporting Person

OO

\* Represents shares of the Issuer's Class A Common Stock, \$0.01 par value per share (the Class A Common Stock), issuable upon conversion of shares of the Issuer's Class B Common Stock, \$0.01 par value per share (the Class B Common Stock) and, together with the Class A Common Stock, the

Common Stock ). As provided in the Issuer's Amended and Restated Certificate of Incorporation, each share of Class B Common Stock is convertible at any time, at the option of the holder, into one share of Class A Common Stock. The Reporting Persons are party to certain agreements with the Separately Filing Group Members (as defined in the Schedule 13D), which agreements contain, among other things, certain voting agreements and limitations on the sale of their shares of Common Stock. As a result, the Reporting Persons may be deemed to be members of a group, within the meaning of Section 13(d)(3) of the Act, comprised of the Reporting Persons and the Separately Filing Group Members. Shares listed as beneficially owned by the Reporting Persons exclude shares held by any other Reporting Person or by any of the Separately Filing Group Members, in each case as to which the Reporting Person disclaims beneficial ownership.

All references to the number of shares outstanding are as of October 26, 2012, as reported in the Issuer's Quarterly Report on Form 10-Q for the quarterly period ended September 30, 2012, as adjusted to account for the aggregate of 3,180,242 shares of Class B Common Stock that were sold by one of the Separately Filing Group Members on December 6, 2012 and December 12, 2012. The percentage is calculated using the total number of shares of Common Stock beneficially owned by the Reporting Persons and based on 164,002,394 shares of Common Stock outstanding as of October 26, 2012, as adjusted. With respect to matters upon which the Issuer's stockholders are entitled to vote, the holders of Class A Common Stock and Class B Common Stock vote together as a single class, and each holder of Class A Common Stock is entitled to one vote per share and each holder of Class B Common Stock is entitled to ten votes per share. The shares of Class B Common Stock owned by the Reporting Persons represent 8.2% of the total voting power of the Common Stock as of October 26, 2012, as adjusted. The percentage of total voting power of the Common Stock is calculated based on the total voting power of the Common Stock outstanding as of October 26, 2012, as adjusted, which is comprised of 48,568,052 shares of Class A Common Stock and 115,434,342 shares of Class B Common Stock and assumes that no outstanding shares of Class B Common Stock have been converted into shares of Class A Common Stock.

EXPLANATORY NOTE: This Amendment No. 6 to Schedule 13D ( Amendment No. 6 ) relates to the Class A Common Stock, \$0.01 par value per share, of Hyatt Hotels Corporation, a Delaware corporation (the Issuer ), which has its principal executive office at 71 South Wacker Drive, 12th Floor, Chicago, Illinois 60606. This Amendment No. 6 amends and supplements, as set forth below, the Schedule 13D filed by the Reporting Persons with respect to the Issuer on August 26, 2010 (the Original Schedule 13D ), as amended and supplemented by Amendment No. 1 to Schedule 13D filed by the Reporting Persons on September 8, 2010 ( Amendment No. 1 ), Amendment No. 2 to Schedule 13D filed by the Reporting Persons on May 18, 2011 ( Amendment No. 2 ), Amendment No. 3 to Schedule 13D filed by the Reporting Persons on November 29, 2011 ( Amendment No. 3 ), Amendment No. 4 to Schedule 13D filed by the Reporting Persons on January 4, 2012 ( Amendment No. 4 ) and Amendment No. 5 to Schedule 13D filed by the Reporting Persons on December 4, 2012 ( Amendment No. 5 ). The Original Schedule 13D, as amended and supplemented by Amendment No. 1, Amendment No. 2, Amendment No. 3, Amendment No. 4 and Amendment No. 5, is referred to as the Schedule 13D. All capitalized terms not otherwise defined herein have the meanings ascribed to them in the Schedule 13D. The Schedule 13D is amended and supplemented by adding the information contained herein. Only those items amended are reported herein.

### Item 3. Source and Amount of Funds or Other Consideration

Item 3 of the Schedule 13D is amended and supplemented as follows:

On December 11, 2012, Gigi Pritzker Pucker and Edward W. Rabin, as Co-Trustees, agreed to acquire 744,248 shares of Class B Common Stock from the co-trustees of certain of the James N. Pritzker Family Trusts. These shares were acquired in a privately negotiated transaction, which closed on December 14, 2012, for the purchase price in cash equal to \$36.64 per share, or \$27,269,246.72 in the aggregate. The acquisition qualified as a Permitted Transfer for the purposes of the Issuer's Amended and Restated Certificate of Incorporation and, accordingly, the shares of Class B Common Stock acquired by Gigi Pritzker Pucker and Edward W. Rabin, as Co-Trustees, remained shares of Class B Common Stock following the transaction. These shares of Class B Common Stock were acquired using the trusts' cash on hand.

On December 11, 2012, Gigi Pritzker Pucker and Edward W. Rabin, as Co-Trustees, agreed to acquire 32,471 shares of Class B Common Stock from the trustee of the John A. Pritzker Family Trusts. These shares were acquired in a privately negotiated transaction, which closed on December 18, 2012, for the purchase price in cash equal to \$36.64 per share, or \$1,189,737.44 in the aggregate. The acquisition qualified as a Permitted Transfer for the purposes of the Issuer's Amended and Restated Certificate of Incorporation and, accordingly, the shares of Class B Common Stock acquired by Gigi Pritzker Pucker and Edward W. Rabin, as Co-Trustees, remained shares of Class B Common Stock following the transaction. These shares of Class B Common Stock were acquired using the trusts' cash on hand.

On December 11, 2012, Gigi Pritzker Pucker and Edward W. Rabin, as Co-Trustees, agreed to acquire 19,153 shares of Class B Common Stock from the co-trustees of the Linda Pritzker Family Trusts. These shares were acquired in a privately negotiated transaction, which closed on December 18, 2012, for the purchase price in cash equal to \$36.64 per share, or \$701,765.92 in the aggregate. The acquisition qualified as a Permitted Transfer for the purposes of the Issuer's Amended and Restated Certificate of Incorporation and, accordingly, the shares of Class B Common Stock acquired by Gigi Pritzker Pucker and Edward W. Rabin, as Co-Trustees, remained shares of Class B Common Stock following the transaction. These shares of Class B Common Stock were acquired using the trusts' cash on hand.

#### **Item 4. Purpose of Transaction**

Item 4 of the Schedule 13D is amended and supplemented as follows:

On December 11, 2012, Gigi Pritzker Pucker and Edward W. Rabin, as Co-Trustees, agreed to acquire 744,248 shares of Class B Common Stock from the co-trustees of certain of the James N. Pritzker Family Trusts. These shares were acquired in a privately negotiated transaction, which closed on December 14, 2012, for the purchase price in cash equal to \$36.64 per share, or \$27,269,246.72 in the aggregate. The acquisition qualified as a Permitted Transfer for the purposes of the Issuer's Amended and Restated Certificate of Incorporation and, accordingly, the shares of Class B Common Stock acquired by Gigi Pritzker Pucker and Edward W. Rabin, as Co-Trustees, remained shares of Class B Common Stock following the transaction.

On December 11, 2012, Gigi Pritzker Pucker and Edward W. Rabin, as Co-Trustees, agreed to acquire 32,471 shares of Class B Common Stock from the trustee of the John A. Pritzker Family Trusts. These shares were acquired in a privately negotiated transaction, which closed on December 18, 2012, for the purchase price in cash equal to \$36.64 per share, or \$1,189,737.44 in the aggregate. The acquisition qualified as a Permitted Transfer for the purposes of the Issuer's Amended and Restated Certificate of Incorporation and, accordingly, the shares of Class B Common Stock acquired by Gigi Pritzker Pucker and Edward W. Rabin, as Co-Trustees, remained shares of Class B Common Stock following the transaction.

On December 11, 2012, Gigi Pritzker Pucker and Edward W. Rabin, as Co-Trustees, agreed to acquire 19,153 shares of Class B Common Stock from the co-trustees of the Linda Pritzker Family Trusts. These shares were acquired in a privately negotiated transaction, which closed on December 18, 2012, for the purchase price in cash equal to \$36.64 per share, or \$701,765.92 in the aggregate. The acquisition qualified as a Permitted Transfer for the purposes of the Issuer's Amended and Restated Certificate of Incorporation and, accordingly, the shares of Class B Common Stock acquired by Gigi Pritzker Pucker and Edward W. Rabin, as Co-Trustees, remained shares of Class B Common Stock following the transaction.

**Item 5. Interest in Securities of the Issuer**

Item 5 of the Schedule 13D is amended and supplemented as follows:

(a)-(b) As of the date hereof, the Reporting Persons in the aggregate may be deemed to be the beneficial owners of 18,345,937 shares of Class A Common Stock, issuable upon conversion of 18,345,937 shares of Class B Common Stock beneficially owned by the Reporting Persons. Based on the number of shares of Class B Common Stock outstanding as of October 26, 2012, as adjusted to account for the aggregate of 3,180,242 shares of Class B Common Stock that were sold by one of the Separately Filing Group Members on December 6, 2012 and December 12, 2012, the number of shares of Class B Common Stock beneficially owned by the Reporting Persons represents 15.9% of the total number of shares of Class B Common Stock outstanding. Based on the number of shares of Common Stock outstanding as of October 26, 2012, as adjusted, the number of shares of Common Stock beneficially owned by the Reporting Persons represents 11.2% of the total number of shares of Common Stock outstanding and 15.3% of the total voting power of the shares of Common Stock outstanding, voting together as a single class, assuming that no outstanding shares of Class B Common Stock have been converted into shares of Class A Common Stock.

Based solely on the information contained in an amendment to the Schedule 13D filed by a Separately Filing Group Member on December 17, 2012, a Separately Filing Group Member sold an aggregate of aggregate of 3,180,242 shares of Class B Common Stock in block trades with a broker-dealer on December 6, 2012 and December 12, 2012, at a price of \$35.74 per share and \$35.81 per share, respectively, for an aggregate price of \$113,770,819. In accordance with the Issuer's Amended and Restated Certificate of Incorporation, the shares of Class B Common Stock sold pursuant to such sales automatically converted upon such sales into shares of Class A Common Stock.

Schedule A attached to this Amendment No. 6 amends and restates, in its entirety, Schedule A attached to the Schedule 13D. Schedule A attached to this Amendment No. 6 sets forth, as of the date hereof, the number of shares and percentage of the Class A Common Stock outstanding, the number of shares and percentage of the Class B Common Stock outstanding, the percentage of the total number of shares of Common Stock outstanding, and the percentage of the total voting power of the shares of Common Stock outstanding, voting together as a single class, represented by the shares beneficially owned by each Reporting Person. Shares beneficially owned by Gigi Pritzker Pucker and Edward W. Rabin, as Co-Trustees, are held indirectly by G14M2 HHC, L.L.C., GHHC, L.L.C., and FLP14 HHC, L.L.C., each of which are member-managed Delaware limited liability companies formed for the purpose of acquiring shares of the Issuer's Common Stock. The limited liability companies are wholly owned by one or more of the trusts listed on Appendix A-3 and have no voting or dispositive power with regard to the shares.

Based solely on the information contained in the Schedule 13D, as amended, filed by a Separately Filing Group Member, as of the date hereof, the Pritzker Family Group in the aggregate may be deemed to be the beneficial owners of 18,969 shares of currently issued Class A Common Stock and 90,322,256 shares of Class A Common Stock issuable upon conversion of 90,322,256 shares of Class B Common Stock beneficially

owned by the Pritzker Family Group. The number of shares of Class A Common Stock beneficially owned by the Pritzker Family Group and currently issued represents less than 0.1% of the total number of shares of Class A Common Stock outstanding, assuming that no outstanding shares of Class B Common Stock have been converted into shares of Class A Common Stock. The number of shares of Class B Common Stock beneficially owned by the Pritzker Family Group represents 78.2% of the total number of shares of Class B Common Stock outstanding. The number of shares of Common Stock beneficially owned by the Pritzker Family Group represents 55.1% of the total number of shares of Common Stock outstanding and 75.1% of the total voting power of the shares of Common Stock outstanding, voting together as a single class, assuming that no outstanding shares of Class B Common Stock have been converted into shares of Class A Common Stock.

Schedule B attached to this Amendment No. 6 amends and restates, in its entirety, Schedule B attached to the Schedule 13D. Schedule B attached to this Amendment No. 6 sets forth, as of the date hereof, the number of shares and percentage of the Class A Common Stock outstanding, the number of shares and percentage of the Class B Common Stock outstanding, the percentage of the total number of shares of Common Stock outstanding, and the percentage of the total voting power of the shares of Common Stock outstanding, voting together as a single class, represented by the shares beneficially owned by the Reporting Persons and each Separately Filing Group Member. All information with regard to the Separately Filing Group Members is based solely on the information contained in the Schedule 13Ds filed by the Separately Filing Group Members.

The acquisition of shares of Class B Common Stock by Gigi Pritzker Pucker and Edward W. Rabin, as Co-Trustees, from the trustees of certain of the James N. Pritzker Family Trusts, John A. Pritzker Family Trusts and Linda Pritzker Family Trusts did not impact the number of shares or the percentage of the Common Stock beneficially owned by the Pritzker Family Group.

(c) On December 11, 2012, Gigi Pritzker Pucker and Edward W. Rabin, as Co-Trustees, agreed to acquire 744,248 shares of Class B Common Stock from the co-trustees of certain of the James N. Pritzker Family Trusts. These shares were acquired in a privately negotiated transaction, which closed on December 14, 2012, for the purchase price in cash equal to \$36.64 per share, or \$27,269,246.72 in the aggregate. The acquisition qualified as a Permitted Transfer for the purposes of the Issuer's Amended and Restated Certificate of Incorporation and, accordingly, the shares of Class B Common Stock acquired by Gigi Pritzker Pucker and Edward W. Rabin, as Co-Trustees, remained shares of Class B Common Stock following the transaction.

On December 11, 2012, Gigi Pritzker Pucker and Edward W. Rabin, as Co-Trustees, agreed to acquire 32,471 shares of Class B Common Stock from the trustee of the John A. Pritzker Family Trusts. These shares were acquired in a privately negotiated transaction, which closed on December 18, 2012, for the purchase price in cash equal to \$36.64 per share, or \$1,189,737.44 in the aggregate. The acquisition qualified as a Permitted Transfer for the purposes of the Issuer's Amended and Restated Certificate

of Incorporation and, accordingly, the shares of Class B Common Stock acquired by Gigi Pritzker Pucker and Edward W. Rabin, as Co-Trustees, remained shares of Class B Common Stock following the transaction.

On December 11, 2012, Gigi Pritzker Pucker and Edward W. Rabin, as Co-Trustees, agreed to acquire 19,153 shares of Class B Common Stock from the co-trustees of the Linda Pritzker Family Trusts. These shares were acquired in a privately negotiated transaction, which closed on December 18, 2012, for the purchase price in cash equal to \$36.64 per share, or \$701,765.92 in the aggregate. The acquisition qualified as a Permitted Transfer for the purposes of the Issuer's Amended and Restated Certificate of Incorporation and, accordingly, the shares of Class B Common Stock acquired by Gigi Pritzker Pucker and Edward W. Rabin, as Co-Trustees, remained shares of Class B Common Stock following the transaction.

#### **Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer**

Item 6 of the Schedule 13D is amended and supplemented as follows:

On December 11, 2012, Gigi Pritzker Pucker and Edward W. Rabin, as Co-Trustees, entered into a Purchase and Sale Agreement (the JNP Purchase and Sale Agreement) with the co-trustees of certain of the James N. Pritzker Family Trusts, pursuant to which Gigi Pritzker Pucker and Edward W. Rabin, as Co-Trustees, among other things, agreed to acquire 744,248 shares of Class B Common Stock from the co-trustees of certain of the James N. Pritzker Family Trusts for a purchase price in cash equal to \$36.64 per share, or \$27,269,246.72 in the aggregate.

The summary of the JNP Purchase and Sale Agreement contained in this Item 6 is qualified in its entirety by reference to the JNP Purchase and Sale Agreement, which is filed as Exhibit 9 hereto and incorporated herein by reference.

On December 11, 2012, Gigi Pritzker Pucker and Edward W. Rabin, as Co-Trustees, entered into a Purchase and Sale Agreement (the JAP Purchase and Sale Agreement) with the trustee of the John A. Pritzker Family Trusts, pursuant to which Gigi Pritzker Pucker and Edward W. Rabin, as Co-Trustees, among other things, agreed to acquire 32,741 shares of Class B Common Stock from the trustee of the John A. Pritzker Family Trusts for a purchase price in cash equal to \$36.64 per share, or \$1,189,737.44 in the aggregate.

The summary of the JAP Purchase and Sale Agreement contained in this Item 6 is qualified in its entirety by reference to the JAP Purchase and Sale Agreement, which is filed as Exhibit 10 hereto and incorporated herein by reference.

On December 11, 2012, Gigi Pritzker Pucker and Edward W. Rabin, as Co-Trustees, entered into a Purchase and Sale Agreement (the LP Purchase and Sale



Agreement ) with the co-trustees of the Linda Pritzker Family Trusts, pursuant to which Gigi Pritzker Pucker and Edward W. Rabin, as Co-Trustees, agreed to acquire 19,153 shares of Class B Common Stock from the co-trustees of the Linda Pritzker Family Trusts for a purchase price in cash equal to \$36.64 per share, or \$701,765.92 in the aggregate.

The summary of the LP Purchase and Sale Agreement contained in this Item 6 is qualified in its entirety by reference to the LP Purchase and Sale Agreement, which is filed as Exhibit 11 hereto and incorporated herein by reference.

On December 14, 2012, FLP14 HHC, L.L.C. executed a joinder to, and thereby became subject to the provisions of, the Global Hyatt Agreement.

**Item 7. Material to Be Filed as Exhibits**

Item 7 of the Schedule 13D is amended and supplemented as follows:

- Exhibit 9 Purchase and Sale Agreement, dated as of December 11, 2012, by and among each of the signatories thereto.
- Exhibit 10 Purchase and Sale Agreement, dated as of December 11, 2012, by and among each of the signatories thereto.
- Exhibit 11 Purchase and Sale Agreement, dated as of December 11, 2012, by and among each of the signatories thereto.

**SIGNATURES**

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Dated: December 18, 2012

/s/ Gigi Pritzker Pucker  
Gigi Pritzker Pucker, not individually, but solely in the capacity as co-trustee of the trusts listed on Appendix A-1.

/s/ Edward W. Rabin  
Edward W. Rabin, not individually, but solely in the capacity as co-trustee of the trusts listed on Appendix A-1.

CIBC Trust Company (Bahamas) Limited, solely as trustee of the trusts listed on Appendix A-2.

By: /s/ Schevon Miller  
Schevon Miller

Authorized Signatory\*

By: /s/ Carlis E. Chisholm  
Carlis E. Chisholm

Authorized Signatory\*

/s/ Gigi Pritzker Pucker  
Gigi Pritzker Pucker, not individually, but solely in the capacity as co-trustee of the trusts listed on Appendix A-3.

/s/ Edward W. Rabin  
Edward W. Rabin, not individually, but solely in the capacity as co-trustee of the trusts listed on Appendix A-3.

\* A Secretary's Certificate evidencing the authority of such persons to sign and file this Amendment No. 6 on behalf of CIBC Trust Company (Bahamas) Limited was previously filed as Exhibit 6 to the Schedule 13D and is incorporated herein by reference.

[Signature Page to Amendment No. 6 to Schedule 13D]

**Appendix A-1**

| Trust Name              | Jurisd.<br>of Org. |
|-------------------------|--------------------|
| P.G. Gigi Trust M3      | Illinois           |
| A.N.P. Trust #6M6       | Illinois           |
| A.N.P. Trust #11M8      | Illinois           |
| A.N.P. Trust #17M8      | Illinois           |
| LaSalle Trust No. 49M1  | Illinois           |
| LaSalle Trust No. 54M1  | Illinois           |
| LaSalle Trust No. 58M1  | Illinois           |
| Don G.C. Trust #4M4     | N/A                |
| RA G.C. Trust #4M4      | Illinois           |
| LaSalle G.C. Trust#5M1  | Illinois           |
| A.N.P. Trust #5-Gigi M5 | Illinois           |

**Appendix A-2**

| Trust Name                  | Jurisd.<br>of Org. |
|-----------------------------|--------------------|
| Settlement T-551-4FD        | Bahamas            |
| Settlement 1740 Trust #30FD | Bahamas            |
| Settlement T -2113D-FDM     | Bahamas            |
| Settlement T-2113D-FDJ      | Bahamas            |
| Settlement T -2113D-FDA     | Bahamas            |

**Appendix A-3**

| Name of Trusts     | Jurisd.  |
|--------------------|----------|
| F.L.P. Trust #14M2 | of Org.  |
| F.L.P. Trust #14M3 | Illinois |
| F.L.P. Trust #14M4 | Illinois |
| F.L.P. Trust #14M5 | Illinois |
| F.L.P. Trust #14   | Illinois |

**Schedule A****Certain Information Regarding the****Reporting Persons<sup>1</sup>**

| Name of Beneficial Owner  | Class A<br>Common Stock <sup>2</sup> |                 | Class B<br>Common Stock <sup>3</sup> |                 | % of Total<br>Common<br>Stock <sup>4</sup> | % of<br>Total<br>Voting Power <sup>5</sup> |
|---|--------------------------------------|-----------------|--------------------------------------|-----------------|--|--|
|   | Shares                               | % of<br>Class A | Shares                               | % of<br>Class B |  |  |
| Gigi Pritzker Pucker and Edward W. Rabin, not individually, but solely in the capacity as co-trustees of the trusts listed on <u>Appendix A-1</u> . |                                      |                 | 7,284,670                            | 6.3%            | 4.4%                                       | 6.1%                                       |
| CIBC Trust Company (Bahamas) Limited, not individually, but solely in the capacity as trustee of the trusts listed on <u>Appendix A-2</u> .         |                                      |                 | 1,255,317                            | 1.1%            | 0.8%                                       | 1.0%                                       |
| Gigi Pritzker Pucker and Edward W. Rabin, not individually, but solely in the capacity as co-trustees of the trusts listed on <u>Appendix A-3</u> . |                                      |                 | 9,805,950                            | 8.5%            | 6.0%                                       | 8.2%                                       |

<sup>1</sup> All references to the number of shares outstanding are as of October 26, 2012, as reported in the Issuer's Quarterly Report on Form 10-Q for the quarterly period ended September 30, 2012, as adjusted to account for the conversion of 1,623,529 and 1,556,713 shares of Class B Common Stock into Class A Common Stock pursuant to sales by a Separately Filing Group Member on December 6, 2012 and December 12, 2012, respectively.

<sup>2</sup> The information shown in the table with respect to the percentage of Class A Common Stock beneficially owned is based on 48,568,052 shares of the Class A Common Stock outstanding as of October 26, 2012, as adjusted, assuming that no outstanding shares of Class B Common Stock have been converted into shares of Class A Common Stock.

<sup>3</sup> The information shown in the table with respect of the percentage of Class B Common Stock beneficially owned is based on 115,434,342 shares of Class B Common Stock outstanding as of October 26, 2012, as adjusted.

<sup>4</sup> The information shown in the table with respect to the percentage of total Common Stock beneficially owned is based on 48,568,052 shares of Class A Common Stock and 115,434,342 shares of Class B Common Stock outstanding as of October 26, 2012, as adjusted.

<sup>5</sup> With respect to matters upon which the Issuer's stockholders are entitled to vote, the holders of Class A Common Stock and Class B Common Stock vote together as a single class, and each holder of Class A Common Stock is entitled to one vote per share and each holder of Class B Common Stock is entitled to ten votes per share. The percentage of total voting power of the shares of Common Stock is calculated based on the total voting power of the shares of Common Stock outstanding as of October 26, 2012, as adjusted, which is comprised of 48,568,052 shares of Class A Common Stock and 115,434,342 shares of Class B Common Stock and assumes that no outstanding shares of Class B Common Stock have been converted into shares of Class A Common Stock.

**Schedule B****Certain Information Regarding the****Separately Filing Group Members<sup>1</sup>**

| Separately Filing Group Member   | Class A<br>Common Stock <sup>2</sup> |                 | Class B<br>Common Stock <sup>3</sup> |                 | % of Total<br>Common<br>Stock <sup>4</sup> | % of Total<br>Voting Power <sup>5</sup> |
|--|--------------------------------------|-----------------|--------------------------------------|-----------------|--|---|
|  | Shares                               | % of<br>Class A | Shares                               | % of<br>Class B |  |   |
| Co-Trustees of the U.S. Situs Trusts <sup>6</sup>  |                                      |                 |                                      |                 |  |   |
| Trustee of the Non-U.S. Situs Trusts <sup>7</sup>  |                                      |                 | 3,447,946                            | 3.0%            | 2.1%                                       | 2.9%                                    |
| Trustees of the Thomas J. Pritzker Family Trusts and Other Reporting Persons <sup>8</sup>    |                                      |                 | 21,696,202                           | 18.8%           | 13.2%                                      | 18.0%                                   |
| Trustees of the Nicholas J. Pritzker Family Trusts and Other Reporting Persons <sup>9</sup>  |                                      |                 | 2,518,572                            | 2.2%            | 1.5%                                       | 2.1%                                    |
| Trustees of the James N. Pritzker Family Trusts <sup>10</sup>                                | 8,470                                | *               | 3,470,792                            | 3.0%            | 2.1%                                       | 2.9%                                    |
| Trustees of the John A. Pritzker Family Trusts <sup>11</sup>                                 |                                      |                 |                                      |                 |  |   |
| Trustees of the Linda Pritzker Family Trusts <sup>12</sup>                                   |                                      |                 |                                      |                 |  |   |
| Trustees of the Karen L. Pritzker Family Trusts <sup>13</sup>                                |                                      |                 | 8,584,104                            | 7.4%            | 5.2%                                       | 7.1%                                    |
| Trustees of the Penny Pritzker Family Trusts and Other Reporting Persons <sup>14</sup>       | 10,499                               | *               | 10,018,946                           | 8.7%            | 6.1%                                       | 8.3%                                    |
| Trustees of the Daniel F. Pritzker Family Trusts <sup>15</sup>                               |                                      |                 | 10,001,457                           | 8.7%            | 6.1%                                       | 8.3%                                    |
| Trustees of the Anthony N. Pritzker Family Trusts <sup>16</sup>                              |                                      |                 | 6,186,817                            | 5.4%            | 3.8%                                       | 5.1%                                    |
| Trustees of the Gigi Pritzker Pucker Family Trusts and Other Reporting Persons <sup>17</sup> |                                      |                 | 18,345,937                           | 15.9%           | 11.2%                                      | 15.3%                                   |
| Trustees of the Jay Robert Pritzker Family Trusts <sup>18</sup>                              |                                      |                 | 6,051,483                            | 5.2%            | 3.7%                                       | 5.0%                                    |
| Trustee of the Richard Pritzker Family Trusts <sup>19</sup>                                  |                                      |                 |                                      |                 |  |   |
| <b>Pritzker Family Group Totals</b>  | <b>18,969</b>                        | <b>*</b>        | <b>90,322,256</b>                    | <b>78.2%</b>    | <b>55.1%</b>                               | <b>75.1%</b>                            |

\* Less than 1% beneficial ownership

<sup>1</sup> All references to the number of shares outstanding are as of October 26, 2012, as reported in the Issuer's Quarterly Report on Form 10-Q for the quarterly period ended September 30, 2012, as adjusted to account for the conversion of 1,623,529 and 1,556,713 shares of Class B Common Stock into Class A Common Stock pursuant to sales by a Separately Filing Group Member on December 6, 2012 and December 12, 2012, respectively.

<sup>2</sup> The information shown in the table with respect to the percentage of Class A Common Stock beneficially owned is based on 48,568,052 shares of the Class A Common Stock outstanding as of October 26, 2012, as adjusted, assuming that no outstanding shares of Class B Common Stock have been converted into shares of Class A Common Stock.

<sup>3</sup> The information shown in the table with respect of the percentage of Class B Common Stock beneficially owned is based on 115,434,342 shares of Class B Common Stock outstanding as of October 26, 2012, as adjusted.

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The information shown in the table with respect to the percentage of total Common Stock beneficially owned is based on 48,568,052 shares of Class A Common Stock and 115,434,342 shares of Class B Common Stock outstanding as of October 26, 2012, as adjusted.

- <sup>5</sup> With respect to matters upon which the Issuer's stockholders are entitled to vote, the holders of Class A Common Stock and Class B Common Stock vote together as a single class, and each holder of Class A Common Stock is entitled to one vote per share and each holder of Class B Common Stock is entitled to ten votes per share. The percentage of total voting power of the shares of Common Stock is calculated based on the total voting power of the shares of Common Stock outstanding as of October 26, 2012, as adjusted, which is comprised of 48,568,052 shares of Class A Common Stock and 115,434,342 shares of Class B Common Stock and assumes that no outstanding shares of Class B Common Stock have been converted into shares of Class A Common Stock.
- <sup>6</sup> See the Schedule 13D filed on August 26, 2010, as amended, by Thomas J. Pritzker, Marshall E. Eisenberg and Karl J. Breyer, not individually, but solely in their capacity as co-trustees of the U.S. Situs Trusts listed on Appendix A to the Schedule 13D, which includes information regarding the filer's jurisdiction of organization, principal business, and address of principal office.



- <sup>7</sup> See the Schedule 13D filed on August 26, 2010, as amended, by the CIBC Trust Company (Bahamas) Limited, solely as trustee of the Non-U.S. Situs Trusts listed on Appendix A to the Schedule 13D, which includes information regarding the filer's jurisdiction of organization, principal business, and address of principal office.
- <sup>8</sup> See the Schedule 13D filed on August 26, 2010, as amended, by Marshall E. Eisenberg, not individually, but solely as trustee of certain trusts listed on Appendix A-1 to the Schedule 13D, and the other Reporting Persons named therein, which includes information regarding the filer's jurisdiction of organization, principal business, and address of principal office. Thomas J. Pritzker holds 59,853 stock appreciation rights (SARs) that are currently exercisable at an exercise price of \$40.96 and 31,852 SARs that are currently exercisable at an exercise price of \$41.74. The number of shares of Class A Common Stock that Mr. Pritzker will receive upon exercise of such SARs is not currently determinable and therefore not included in the table above because each SAR gives the holder the right to receive a number of shares of Class A Common Stock equal to the excess of the value of one share of A Common Stock at the exercise date, which is not determinable until the date of exercise, over the exercise price.
- <sup>9</sup> See the Schedule 13D filed on August 26, 2010, as amended, by Marshall E. Eisenberg, not individually, but solely as trustee of certain trusts listed on Appendix A-1 to the Schedule 13D, and the other Reporting Persons named therein, which includes information regarding the filer's jurisdiction of organization, principal business, and address of principal office.
- <sup>10</sup> See the Schedule 13D filed on August 26, 2010, as amended, by Charles E. Dobrusin and Harry B. Rosenberg, not individually, but solely as co-trustees of certain trusts listed on Appendix A-1 to the Schedule 13D, and the other Reporting Persons named therein, which includes information regarding the filer's jurisdiction of organization, principal business, and address of principal office.
- <sup>11</sup> See the Schedule 13D filed on August 26, 2010, as amended, by Lewis M. Linn, not individually, but solely as trustee for the trusts listed on Appendix A-1 to the Schedule 13D, and the other Reporting Persons named therein, which includes information regarding the filer's jurisdiction of organization, principal business, and address of principal office.
- <sup>12</sup> See the Schedule 13D filed on August 26, 2010, as amended, by Lewis M. Linn, not individually, but solely as trustee for the trusts listed on Appendix A-1 to the Schedule 13D, and the other Reporting Persons named therein, which includes information regarding the filer's jurisdiction of organization, principal business, and address of principal office.
- <sup>13</sup> See the Schedule 13D filed on August 26, 2010, as amended, by Walter W. Simmers, Andrew D. Wingate and Lucinda Falk, not individually, but solely as co-trustees for the trusts listed on Appendix A-1 to the Schedule 13D, and the other Reporting Persons named therein, which includes information regarding the filer's jurisdiction of organization, principal business, and address of principal office.
- <sup>14</sup> See the Schedule 13D filed on August 26, 2010, as amended, by John Kevin Poorman, not individually, but solely as trustee of certain trusts listed on Appendix A-1 to the Schedule 13D, and the other Reporting Persons named therein, which includes information regarding the filer's jurisdiction of organization, principal business, and address of principal office.
- <sup>15</sup> See the Schedule 13D filed on August 26, 2010, as amended, by Lewis M. Linn, not individually, but solely as trustee for the trusts listed on Appendix A-1 to the Schedule 13D, and the other Reporting Persons named therein, which includes information regarding the filer's jurisdiction of organization, principal business, and address of principal office.
- <sup>16</sup> See the Schedule 13D filed on August 26, 2010, as amended, by Lewis M. Linn, not individually, but solely as trustee for the trusts listed on Appendix A-1 to the Schedule 13D, and the other Reporting Persons named therein, which includes information regarding the filer's jurisdiction of organization, principal business, and address of principal office.

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- <sup>17</sup> *See* the Schedule 13D filed on August 26, 2010, as amended, by Gigi Pritzker Pucker and Edward W. Rabin, not individually, but solely as trustees of certain trusts listed on Appendix A-1 to the Schedule 13D, and the other Reporting Persons named therein on, which includes information regarding the filer's jurisdiction of organization, principal business, and address of principal office.
- <sup>18</sup> *See* the Schedule 13D filed on August 26, 2010, as amended, by Thomas J. Muenster, not individually, but solely as trustee for the trusts listed on Appendix A-1 to the Schedule 13D, and the other Reporting Persons named therein, which includes information regarding the filer's jurisdiction of organization, principal business, and address of principal office.
- <sup>19</sup> *See* the Schedule 13D filed on August 26, 2010, as amended, by CIBC Trust Company (Bahamas) Limited, solely as trustee of the trusts listed on Appendix A-1 to the Schedule 13D, and the other Reporting Persons named therein, which includes information regarding the filer's jurisdiction of organization, principal business, and address of principal office.

## PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (this Agreement ) is entered into as of December 11, 2012, by and among Harry B. Rosenberg and Charles E. Dobrusin, not individually, but solely as co-trustees of the trusts listed on Exhibit A attached hereto and made a part hereof (each, a Selling Trust and collectively, the Selling Trusts ), and FLP14 HHC, L.L.C., a Delaware limited liability company (the Purchaser ). Each of the Selling Trusts and the Purchaser is sometimes referred to herein as a Party and collectively as the Parties to this Agreement.

### Recitals

WHEREAS, the Selling Trusts own 744,248 shares (the Subject Shares ) of the Class B common stock, par value \$0.01 per share (the Class B Common Stock ), of Hyatt Hotels Corporation, a Delaware corporation (the Company );

WHEREAS, the Selling Trusts desire to sell and the Purchaser desires to purchase the Subject Shares, subject to the terms and provisions of this Agreement; and

WHEREAS, the number of the Subject Shares to be sold by each of the Selling Trusts is indicated on Exhibit A.

### Agreement

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Purchase and Sale. The Selling Trusts agree to sell the Subject Shares to the Purchaser, and the Purchaser agrees to purchase the Subject Shares on the Closing Date (as defined in Section 2 below), with the number of Subject Shares to be sold by each of the Selling Trusts indicated on Exhibit A. The purchase price for the Subject Shares shall be \$36.64 per share, or \$27,269,246.72 in the aggregate (the Purchase Price ), due to the Selling Trusts from the Purchaser. The Purchase Price shall be payable in cash at the Closing (as defined below).
2. Closing. The closing of the transactions contemplated by this Agreement (the Closing ) shall take place at the offices of Latham & Watkins LLP, 233 South Wacker Drive, Suite 5800, Chicago, Illinois 60606, on December 14, 2012, or on such other date as the Parties may mutually determine (the Closing Date ).
3. Closing Deliveries of the Purchaser. At the Closing, the Purchaser shall deliver the Purchase Price to the Selling Trusts by wire transfer of immediately available funds to an account designated in writing by the Selling Trusts.
4. Closing Deliveries by Selling Trusts. At the Closing:
  - (a) Each Selling Trust shall deliver, or cause to be delivered, to the Purchaser, a statement executed by such Selling Trust certifying that such Selling Trust is not a foreign person in accordance with the requirements of United States Treasury Regulation Section 1.1445-2(b)(2), which certification shall be the same form as Exhibit B attached hereto and made a part hereof.

(b) The Selling Trusts shall deliver, or cause to be delivered, to the Purchaser, certificates representing the Subject Shares together with assignments separate from certificate with respect to the Subject Shares sufficient to transfer title to the Subject Shares to the Purchaser on the books of the Company and Certificates of Fiduciary Authority, including, as necessary, Medallion Guarantees.

5. Representations and Warranties of the Selling Trusts. Each Selling Trust, for itself and not for the other Selling Trusts, represents and warrants to the Purchaser that the statements contained in this Section 5 are true and correct as of the date of this Agreement and shall be true and correct as of the Closing Date, it being agreed that the Purchaser is relying on each statement.

(a) Power: Legal, Valid and Binding Obligations. Such Selling Trust (i) is duly organized and validly existing and (ii) has all necessary power and capacity to execute and deliver this Agreement and each of the other agreements and instruments contemplated hereby (collectively, the Ancillary Documents ) and to perform, observe and comply with all of its agreements and obligations hereunder and thereunder and to consummate the transaction contemplated hereby and thereby. This Agreement and the Ancillary Documents to which it is or will be a party have been or will be duly and validly executed by such Selling Trust and, upon delivery thereof by each Selling Trust, will constitute the legal, valid and binding obligations of each Selling Trust, enforceable against each Selling Trust in accordance with their terms.

(b) No Conflict. None of the execution, delivery or performance by such Selling Trust of this Agreement or any Ancillary Document to which it is or will be a party will (with or without the giving of notice, the lapse of time or both) conflict with, result in a breach or violation of or constitute a default under (a) any contract, agreement or other instrument to which such Selling Trust is a party or by which it or its assets or property is bound or (b) any law, statute, rule, regulation, ordinance, writ, order or judgment to which such Selling Trust is subject or by which it or its assets or property is bound.

(c) Consents. No approval, consent, waiver or filing of or with any third party, including, but not limited to, any governmental bodies, agencies or instrumentalities, is required for the execution, delivery and performance by such Selling Trust of this Agreement or any Ancillary Document to which it is or will be a party.

(d) Title to Shares: Liens and Encumbrances. Such Selling Trust is the legal and beneficial owner of the Subject Shares listed opposite its name on the attached Exhibit A and holds such Subject Shares free and clear of all liens, pledges, options, claims, encumbrances and other security arrangements or restrictions of any kind other than restrictions under that certain Amended and Restated Global Hyatt Agreement dated October 1, 2009 and under the Company's Amended and Restated Certificate of Incorporation the ( Certificate ) (collectively, Liens ), and upon delivery of such Subject Shares to the Purchaser pursuant to the terms of this Agreement, the Purchaser will receive good and marketable title thereto, free and clear of any and all Liens.

(e) Broker's Fees. Such Selling Trust has no liability or obligation to pay any fees or commissions to any broker, finder or agent with respect to the transactions contemplated by this Agreement for which the Purchaser could become liable or otherwise obligated.

(f) Independent Decision to Sell; Etc. Such Selling Trust has made an independent decision to sell its Subject Shares to the Purchaser and has determined that it has adequate information concerning the business and financial condition of the Company in connection with its decision to sell its Subject Shares. Such Selling Trust understands the disadvantage to which it may be subject on account of the disparity of information between it and the Purchaser, and further acknowledges that Purchaser and its affiliates may possess material, non-public information not known to such Selling Trust regarding or relating to the Company, its affiliates or the Subject Shares. Such Selling Trust is capable, by reason of its business or financial knowledge and experience, of evaluating the merits and risks of the sale of its Subject Shares and of protecting its own interest in connection with the sale of the Subject Shares, and such Selling Trust acknowledges that it has had the opportunity to discuss the information available to it relating to the sale of the Subject Shares with such advisors as it has deemed appropriate. Such Selling Trust acknowledges that the Purchaser has not given it any investment advice or rendered any opinion to it as to whether the sale of the Subject Shares is prudent or suitable, and, except as expressly provided in Section 6 of this Agreement, is not relying on any representation or warranty made by the Purchaser in connection with its decision to sell its Subject Shares to the Purchaser.

(g) Class B Common Stock. (i) Such Selling Trust is not aware of and has not taken or been directed to take any action which, or otherwise failed to take any action the failure of which, resulted in the conversion of the Subject Shares from shares of Class B Common Stock to shares of Class A Common Stock, as such latter two terms are defined in the Certificate, and (ii) the Subject Shares in the hands of the Selling Trust are shares of Class B Common Stock.

6. Representations and Warranties of the Purchaser. The Purchaser represents and warrants to each Selling Trust that the statements contained in this Section 6 are true and correct as of the date of this Agreement and shall be true and correct as of the Closing Date, it being agreed that each Selling Trust is relying on each such statement.

(a) Power: Legal, Valid and Binding Obligations. The Purchaser is a duly organized and validly existing limited liability company organized under the laws of the State of Delaware. The Purchaser has all necessary power and capacity to execute and deliver this Agreement and the Ancillary Documents, and to perform, observe and comply with all of its agreements and obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. This Agreement and each of the Ancillary Documents to which it is or will be a party have been or will be duly and validly executed by the Purchaser and, upon delivery thereof by the Purchaser, will constitute the legal, valid and binding obligations of the Purchaser, enforceable against it in accordance with their terms.

(b) No Conflict. None of the execution, delivery or performance by the Purchaser of this Agreement or any Ancillary Document to which it is a party will (with or without the giving of notice, the lapse of time or both) conflict with, result in a breach or violation of or constitute a default under (a) any contract, agreement or other instrument to which the Purchaser is a party or by which it or its assets or property is bound or (b) any law, statute, rule, regulation, ordinance, writ, order or judgment to which the Purchaser is subject or by which it or its assets or property is bound.

(c) Consents. No approval, consent, waiver or filing of or with any third party, including, but not limited to, any governmental bodies, agencies or instrumentalities, is required for the execution, delivery and performance by the Purchaser of this Agreement or any Ancillary Document to which it is or will be a party.

(d) Legal Matters. There is no action, suit or proceeding by or before any court or governmental or other regulatory or administrative agency or commission pending, or, to the best of the Purchaser's knowledge, threatened against or involving the Purchaser which challenges the validity of this Agreement or any action taken or to be taken by the Purchaser pursuant to this Agreement or in connection with the transaction contemplated hereby. The Purchaser is not subject to any judgment, order or decree entered into in any lawsuit or proceeding which will have an adverse effect on the transactions contemplated hereby.

(e) Broker's Fees. The Purchaser has no liability or obligation to pay any fees or commissions to any broker, finder, or agent with respect to the transactions contemplated by this Agreement for which the Selling Trusts could become liable or otherwise obligated.

(f) Independent Decision to Purchase, Etc. Purchaser is familiar with the Company and the Class B Common Stock and has all information which it deems necessary to evaluate the purchase of the Subject Shares and has not received any information or representations regarding the Company or the Subject Shares from the Selling Trusts except for the representations set forth in this Agreement. Purchaser acknowledges that the Subject Shares have not been registered under the Securities Act of 1933, as amended, and are also subject to additional restrictions on transfer. Purchaser is acquiring the Subject Shares for Purchaser's own account for investment purposes and not with a view towards their distribution.

7. Miscellaneous.

(a) Survival of Representations and Warranties Herein. All representations, warranties and covenants set forth herein shall survive the Closing Date.

(b) Additional Documents. From time to time after execution of this Agreement, each Party hereto shall, without additional consideration, execute and deliver such further agreements and instruments and take such other action as may be reasonably requested by any other Party hereto in order to carry out the purposes of this Agreement.

(c) Amendment and Waiver. This Agreement cannot be amended, supplemented or modified, nor can any provision hereof be waived, except by a written instrument signed by the Party against whom enforcement of such amendment, supplement, modification or waiver is sought.

(d) Notices. Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed to have been properly given (a) when delivered by hand; (b) when sent by facsimile or email (with acknowledgment of complete

transmission); (c) three days after being sent by certified mail, return receipt requested or (d) one day after deposit with a nationally-recognized overnight delivery service, in each case to the addresses or facsimile numbers set forth on the signature page hereof. Each Party hereto shall be entitled to specify a different address or facsimile number for the receipt of subsequent notices or other communications by giving written notice thereof to the other Party in accordance with this paragraph (d).

(e) Severability. If any term or provision of this Agreement, or the application thereof to any person, entity or circumstance, shall, to any extent, be determined to be contrary to law and unenforceable by any court of law, the remaining terms and provisions of this Agreement, and the application thereof to other persons, entities and circumstances, shall not be invalidated thereby, and each term and provision hereof shall be construed with all other remaining terms and provisions hereof to effect the intent of the parties to the fullest extent of the law.

(f) No Third Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person other than the parties hereto and their respective successors and permitted assigns.

(g) Governing Law. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

(h) Entire Agreement. This Agreement, including the other writings referred to herein or delivered pursuant hereto, constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof.

(i) Binding Effect. This Agreement and all the provisions hereof shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

(j) Counterparts. This Agreement may be executed in any number of separate counterparts, each of which, when so executed, shall be deemed an original, and all of said counterparts taken together shall be deemed to constitute but one and the same instrument and, any signed counterpart shall be deemed delivered by the Party signing it if sent to the other parties hereto by facsimile transmission or electronic transmission and shall be as effective as original ink signatures for the purposes of the execution and delivery of this Agreement.

(k) Confidentiality. Unless the prior written consent of the other Party is obtained, the sale and purchase of the Subject Shares and all provisions of this Agreement shall be and remain confidential to the Parties, except to the extent that such information is in the public domain or disclosure is required by law or by any regulatory body whether public or not. For the avoidance of doubt, the Parties shall be permitted to disclose the terms of this Agreement to their professional or financial advisors who are aware of its confidential nature.

(l) Assignment. The Purchaser may not, without the prior written consent of the Selling Trusts, assign, grant any security interest over, hold in trust or otherwise transfer the benefit of the whole or any part of this Agreement.

(m) Costs. All costs in connection with the negotiation, preparation, execution and performance of this Agreement, and any documents referred to in it, will be borne by the Party that incurred the costs.

(n) Trustee Exculpation. When this Agreement is signed by a trustee of a trust, such execution is by the trustee, not individually, but solely as trustee, and it is expressly understood and agreed that nothing contained herein shall be construed as creating any liability on any such trustee personally to pay any amounts hereunder or to perform any consent contained herein.

*[Signature Pages Follow.]*



IN WITNESS WHEREOF, each of the Parties hereto has duly executed this Agreement as of the date first above written.

FLP14 HHC, L.L.C., a Delaware

limited liability company

By: /s/ Ronald D. Wray  
Ronald D. Wray, Vice President

Address: 71 South Wacker Drive  
Suite 4700

Chicago, IL 60606

Fax: (312) 264-0229

*[Signature Page to Purchase and Sale Agreement JNP to GPP]*

HARRY B. ROSENBERG, solely in his capacity as co-trustee of the Selling Trusts listed on Exhibit A

/s/ Harry B. Rosenberg

Address:

10 S. Wacker Dr., Suite 4000

Chicago, IL 60606

CHARLES E. DOBRUSIN, solely in his capacity as co-trustee of the Selling Trusts listed on Exhibit A

/s/ Charles E. Dobrusin

Address:

104 S. Michigan Ave, Suite 1000

Chicago, IL 60603

*[Signature Page to Purchase and Sale Agreement JNP to GPP]*

Exhibit A

| <b>Name of Trust</b>     | <b>Subject Shares</b> |
|--------------------------|-----------------------|
| LASALLE TRUST #50        | 3,375                 |
| LASALLE TRUST #55        | 3,376                 |
| LASALLE G.C. TRUST #6    | 77,753                |
| DON G.C. TRUST #5        | 29,127                |
| R.A. G.C. TRUST #5       | 21,819                |
| A.N.P. TRUST #22 - JAMES | 150,600               |
| A.N.P. TRUST #24 - JAMES | 152,747               |
| A.N.P. TRUST #28 - JAMES | 152,748               |
| A.N.P. TRUST #30 - JAMES | 152,703               |
| <b>Total</b>             | <b>744,248</b>        |

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Exhibit B

**CERTIFICATE OF NON-FOREIGN STATUS**

This certificate is being delivered in connection with that certain Purchase and Sale Agreement, dated as of December 11, 2012, by and between FLP14 HHC, L.L.C. ( Purchaser ) and Harry B. Rosenberg and Charles E. Dobrusin, solely as co-trustees of the trusts listed on Exhibit A (the Transferors ).

Section 1445 of the Internal Revenue Code of 1986, as amended, (the Code ), provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. For U.S. tax purposes (including section 1445), the owner of a disregarded entity (which has legal title to a U.S. real property interest under local law) will be the transferor of the property and not the disregarded entity. To inform Purchaser that withholding of tax is not required upon the disposition of a U.S. real property interest by the Transferors, the undersigned hereby certifies the following on behalf of each Transferor:

- (a) Each Transferor is not a foreign corporation, foreign partnership, foreign trust or foreign estate, (as those terms are defined in the Code and the Treasury Regulations promulgated thereunder);
- (b) Each Transferor is not a disregarded entity as defined in Treasury Regulation Section 1.1445-2(b)(2)(iii);
- (c) Each Transferor's employer identification number is set forth on Schedule A next to its name; and
- (d) Each Transferor's office address is set forth on Schedule A next to its employer identification number.

The Transferors understand that this Certificate may be disclosed to the Internal Revenue Service by the Purchaser and that any false statement herein could be punished by fine, imprisonment or both.

Under penalties of perjury, I declare that I have examined this certificate and to the best of my knowledge and belief, it is true, correct and complete, and I further declare that I have the authority to sign this certificate on behalf of the Transferors.

*[Signature Page Follows.]*

Date: December 14, 2012

By:  
HARRY B. ROSENBERG, solely as  
co-trustee of the trusts listed on Schedule A

By:  
CHARLES E. DOBRUSIN, solely as  
co-trustee of the trusts listed on Schedule A

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Schedule A

**Employer Identification**

| Name of Trust            | Number | Office Address                     |
|--------------------------|--------|------------------------------------|
| LASALLE TRUST #50        |        | 104 S. Michigan Ave,<br>Suite 1000 |
|                          |        | Chicago, IL 60603                  |
| LASALLE TRUST #55        |        | 104 S. Michigan Ave,<br>Suite 1000 |
|                          |        | Chicago, IL 60603                  |
| LASALLE G.C. TRUST #6    |        | 104 S. Michigan Ave,<br>Suite 1000 |
|                          |        | Chicago, IL 60603                  |
| DON G.C. TRUST #5        |        | 104 S. Michigan Ave,<br>Suite 1000 |
|                          |        | Chicago, IL 60603                  |
| R.A. G.C. TRUST #5       |        | 104 S. Michigan Ave,<br>Suite 1000 |
|                          |        | Chicago, IL 60603                  |
| A.N.P. TRUST #22 - JAMES |        | 104 S. Michigan Ave,<br>Suite 1000 |
|                          |        | Chicago, IL 60603                  |
| A.N.P. TRUST #24 - JAMES |        | 104 S. Michigan Ave,<br>Suite 1000 |
|                          |        | Chicago, IL 60603                  |
| A.N.P. TRUST #28 - JAMES |        | 104 S. Michigan Ave,<br>Suite 1000 |
|                          |        | Chicago, IL 60603                  |
| A.N.P. TRUST #30 - JAMES |        | 104 S. Michigan Ave,<br>Suite 1000 |
|                          |        | Chicago, IL 60603                  |

## PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (this Agreement ) is entered into as of December 11, 2012, by and between Lewis M. Linn, not individually, but solely as trustee of LaSalle G.C. Trust #3 (the Selling Trust ), and FLP14 HHC, L.L.C., a Delaware limited liability company (the Purchaser ). Each of the Selling Trust and the Purchaser is sometimes referred to herein as a Party and collectively as the Parties to this Agreement.

### Recitals

WHEREAS, the Selling Trust owns 32,471 shares (the Subject Shares ) of the Class B common stock, par value \$0.01 per share (the Class B Common Stock ), of Hyatt Hotels Corporation, a Delaware corporation (the Company ); and

WHEREAS, the Selling Trust desires to sell and the Purchaser desires to purchase the Subject Shares, subject to the terms and provisions of this Agreement.

### Agreement

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Purchase and Sale. The Selling Trust agrees to sell the Subject Shares to the Purchaser, and the Purchaser agrees to purchase the Subject Shares on the Closing Date (as defined in Section 2 below). The purchase price for the Subject Shares shall be \$36.64 per share, or \$1,189,737.44 in the aggregate (the Purchase Price ), due to the Selling Trust from the Purchaser. The Purchase Price shall be payable in cash at the Closing (as defined below).
2. Closing. The closing of the transactions contemplated by this Agreement (the Closing ) shall take place at the offices of Latham & Watkins LLP, 233 South Wacker Drive, Suite 5800, Chicago, Illinois 60606, on or before December 18, 2012, or on such other date as the Parties may mutually determine (the Closing Date ).
3. Closing Deliveries of the Purchaser. At the Closing, the Purchaser shall deliver the Purchase Price to the Selling Trust by wire transfer of immediately available funds to an account designated in writing by the Selling Trust.
4. Closing Deliveries by Selling Trust. At the Closing:
  - (a) The Selling Trust shall deliver, or cause to be delivered, to the Purchaser, a statement executed by the Selling Trust certifying that the Selling Trust is not a foreign person in accordance with the requirements of United States Treasury Regulation Section 1.1445-2(b)(2), which certification shall be the same form as Exhibit A attached hereto and made a part hereof.
  - (b) The Selling Trust shall deliver, or cause to be delivered, to the Purchaser, certificates representing the Subject Shares together with assignments separate from certificate with respect to the Subject Shares sufficient to transfer title to the Subject Shares to the Purchaser on the books of the Company and Certificates of Fiduciary Authority, including, as necessary, Medallion Guarantees.

5. Representations and Warranties of the Selling Trust. The Selling Trust represents and warrants to the Purchaser that the statements contained in this Section 5 are true and correct as of the date of this Agreement and shall be true and correct as of the Closing Date, it being agreed that the Purchaser is relying on each statement.

(a) Power: Legal, Valid and Binding Obligations. The Selling Trust (i) is duly organized and validly existing and (ii) has all necessary power and capacity to execute and deliver this Agreement and each of the other agreements and instruments contemplated hereby (collectively, the Ancillary Documents ) and to perform, observe and comply with all of its agreements and obligations hereunder and thereunder and to consummate the transaction contemplated hereby and thereby. This Agreement and the Ancillary Documents to which it is or will be a party have been or will be duly and validly executed by the Selling Trust and, upon delivery thereof by the Selling Trust, will constitute the legal, valid and binding obligations of the Selling Trust, enforceable against the Selling Trust in accordance with their terms.

(b) No Conflict. None of the execution, delivery or performance by the Selling Trust of this Agreement or any Ancillary Document to which it is or will be a party will (with or without the giving of notice, the lapse of time or both) conflict with, result in a breach or violation of or constitute a default under (a) any contract, agreement or other instrument to which the Selling Trust is a party or by which it or its assets or property is bound or (b) any law, statute, rule, regulation, ordinance, writ, order or judgment to which the Selling Trust is subject or by which it or its assets or property is bound.

(c) Consents. No approval, consent, waiver or filing of or with any third party, including, but not limited to, any governmental bodies, agencies or instrumentalities, is required for the execution, delivery and performance by the Selling Trust of this Agreement or any Ancillary Document to which it is or will be a party.

(d) Title to Shares; Liens and Encumbrances. The Selling Trust is the legal and beneficial owner of the Subject Shares and holds such Subject Shares free and clear of all liens, pledges, options, claims, encumbrances and other security arrangements or restrictions of any kind other than restrictions under that certain Amended and Restated Global Hyatt Agreement dated October 1, 2009 and under the Company's Amended and Restated Certificate of Incorporation the ( Certificate ) (collectively, Liens ), and upon delivery of such Subject Shares to the Purchaser pursuant to the terms of this Agreement, the Purchaser will receive good and marketable title thereto, free and clear of any and all Liens.

(e) Broker's Fees. The Selling Trust has no liability or obligation to pay any fees or commissions to any broker, finder or agent with respect to the transactions contemplated by this Agreement for which the Purchaser could become liable or otherwise obligated.



(f) Independent Decision to Sell; Etc. The Selling Trust has made an independent decision to sell its Subject Shares to the Purchaser and has determined that it has adequate information concerning the business and financial condition of the Company in connection with its decision to sell its Subject Shares. The Selling Trust understands the disadvantage to which it may be subject on account of the disparity of information between it and the Purchaser, and further acknowledges that Purchaser and its affiliates may possess material, non-public information not known to the Selling Trust regarding or relating to the Company, its affiliates or the Subject Shares. The Selling Trust is capable, by reason of its business or financial knowledge and experience, of evaluating the merits and risks of the sale of its Subject Shares and of protecting its own interest in connection with the sale of the Subject Shares, and the Selling Trust acknowledges that it has had the opportunity to discuss the information available to it relating to the sale of the Subject Shares with such advisors as it has deemed appropriate. The Selling Trust acknowledges that the Purchaser has not given it any investment advice or rendered any opinion to it as to whether the sale of the Subject Shares is prudent or suitable, and, except as expressly provided in Section 6 of this Agreement, is not relying on any representation or warranty made by the Purchaser in connection with its decision to sell its Subject Shares to the Purchaser.

(g) Class B Common Stock. (i) The Selling Trust is not aware of and has not taken or been directed to take any action which, or otherwise failed to take any action the failure of which, resulted in the conversion of the Subject Shares from shares of Class B Common Stock to shares of Class A Common Stock, as such latter two terms are defined in the Certificate, and (ii) the Subject Shares in the hands of the Selling Trust are shares of Class B Common Stock.

6. Representations and Warranties of the Purchaser. The Purchaser represents and warrants to the Selling Trust that the statements contained in this Section 6 are true and correct as of the date of this Agreement and shall be true and correct as of the Closing Date, it being agreed that the Selling Trust is relying on each such statement.

(a) Power; Legal, Valid and Binding Obligations. The Purchaser is a duly organized and validly existing limited liability company organized under the laws of the State of Delaware. The Purchaser has all necessary power and capacity to execute and deliver this Agreement and the Ancillary Documents, and to perform, observe and comply with all of its agreements and obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. This Agreement and each of the Ancillary Documents to which it is or will be a party have been or will be duly and validly executed by the Purchaser and, upon delivery thereof by the Purchaser, will constitute the legal, valid and binding obligations of the Purchaser, enforceable against it in accordance with their terms.

(b) No Conflict. None of the execution, delivery or performance by the Purchaser of this Agreement or any Ancillary Document to which it is a party will (with or without the giving of notice, the lapse of time or both) conflict with, result in a breach or violation of or constitute a default under (a) any contract, agreement or other instrument to which the Purchaser is a party or by which it or its assets or property is bound or (b) any law, statute, rule, regulation, ordinance, writ, order or judgment to which the Purchaser is subject or by which it or its assets or property is bound.

(c) Consents. No approval, consent, waiver or filing of or with any third party, including, but not limited to, any governmental bodies, agencies or instrumentalities, is required for the execution, delivery and performance by the Purchaser of this Agreement or any Ancillary Document to which it is or will be a party.

(d) Legal Matters. There is no action, suit or proceeding by or before any court or governmental or other regulatory or administrative agency or commission pending, or, to the best of the Purchaser's knowledge, threatened against or involving the Purchaser which challenges the validity of this Agreement or any action taken or to be taken by the Purchaser pursuant to this Agreement or in connection with the transaction contemplated hereby. The Purchaser is not subject to any judgment, order or decree entered into in any lawsuit or proceeding which will have an adverse effect on the transactions contemplated hereby.

(e) Broker's Fees. The Purchaser has no liability or obligation to pay any fees or commissions to any broker, finder, or agent with respect to the transactions contemplated by this Agreement for which the Selling Trust could become liable or otherwise obligated.

(f) Independent Decision to Purchase, Etc. Purchaser is familiar with the Company and the Class B Common Stock and has all information which it deems necessary to evaluate the purchase of the Subject Shares and has not received any information or representations regarding the Company or the Subject Shares from the Selling Trust except for the representations set forth in this Agreement. Purchaser acknowledges that the Subject Shares have not been registered under the Securities Act of 1933, as amended, and are also subject to additional restrictions on transfer. Purchaser is acquiring the Subject Shares for Purchaser's own account for investment purposes and not with a view towards their distribution.

7. Miscellaneous.

(a) Survival of Representations and Warranties Herein. All representations, warranties and covenants set forth herein shall survive the Closing Date.

(b) Additional Documents. From time to time after execution of this Agreement, each Party hereto shall, without additional consideration, execute and deliver such further agreements and instruments and take such other action as may be reasonably requested by any other Party hereto in order to carry out the purposes of this Agreement.

(c) Amendment and Waiver. This Agreement cannot be amended, supplemented or modified, nor can any provision hereof be waived, except by a written instrument signed by the Party against whom enforcement of such amendment, supplement, modification or waiver is sought.

(d) Notices. Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed to have been properly given (a) when delivered by hand; (b) when sent by facsimile or email (with acknowledgment of complete transmission); (c) three days after being sent by certified mail, return receipt requested or (d) one day after deposit with a nationally-recognized overnight delivery service, in each case to the addresses or facsimile numbers set forth on the signature page hereof. Each Party hereto shall be entitled to specify a different address or facsimile number for the receipt of subsequent notices or other communications by giving written notice thereof to the other Party in accordance with this paragraph (d).

(e) Severability. If any term or provision of this Agreement, or the application thereof to any person, entity or circumstance, shall, to any extent, be determined to be contrary to law and unenforceable by any court of law, the remaining terms and provisions of this Agreement, and the application thereof to other persons, entities and circumstances, shall not be invalidated thereby, and each term and provision hereof shall be construed with all other remaining terms and provisions hereof to effect the intent of the parties to the fullest extent of the law.

(f) No Third Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person other than the parties hereto and their respective successors and permitted assigns.

(g) Governing Law. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

(h) Entire Agreement. This Agreement, including the other writings referred to herein or delivered pursuant hereto, constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof.

(i) Binding Effect. This Agreement and all the provisions hereof shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

(j) Counterparts. This Agreement may be executed in any number of separate counterparts, each of which, when so executed, shall be deemed an original, and all of said counterparts taken together shall be deemed to constitute but one and the same instrument and, any signed counterpart shall be deemed delivered by the Party signing it if sent to the other parties hereto by facsimile transmission or electronic transmission and shall be as effective as original ink signatures for the purposes of the execution and delivery of this Agreement.

(k) Confidentiality. Unless the prior written consent of the other Party is obtained, the sale and purchase of the Subject Shares and all provisions of this Agreement shall be and remain confidential to the Parties, except to the extent that such information is in the public domain or disclosure is required by law or by any regulatory body whether public or not. For the avoidance of doubt, the Parties shall be permitted to disclose the terms of this Agreement to their professional or financial advisors who are aware of its confidential nature.

(l) Assignment. The Purchaser may not, without the prior written consent of the Selling Trust, assign, grant any security interest over, hold in trust or otherwise transfer the benefit of the whole or any part of this Agreement.

(m) Costs. All costs in connection with the negotiation, preparation, execution and performance of this Agreement, and any documents referred to in it, will be borne by the Party that incurred the costs.

(n) Trustee Exculpation. When this Agreement is signed by a trustee of a trust, such execution is by the trustee, not individually, but solely as trustee, and it is expressly understood and agreed that nothing contained herein shall be construed as creating any liability on any such trustee personally to pay any amounts hereunder or to perform any consent contained herein.

*[Signature Pages Follow.]*

IN WITNESS WHEREOF, each of the Parties hereto has duly executed this Agreement as of the date first above written.

FLP14 HHC, L.L.C., a Delaware

limited liability company

By: /s/ Ronald D. Wray  
Ronald D. Wray, Vice President

Address: 71 South Wacker Drive

Suite 4700

Chicago, IL 60606

Fax: (312) 264-0229

*[Signature Page to Purchase and Sale Agreement JAP to GPP]*

LEWIS M. LINN, solely in his capacity as trustee LaSalle G.C. Trust #3

/s/ Lewis M. Linn

Address:

3555 Timmons Lane, Suite 800

Houston, TX 77027

*[Signature Page to Purchase and Sale Agreement JAP to GPP]*

Exhibit A

**CERTIFICATE OF NON-FOREIGN STATUS**

This certificate is being delivered in connection with that certain Purchase and Sale Agreement, dated as of December 11, 2012, by and between FLP14 HHC, L.L.C. ( Purchaser ) and Lewis M. Linn, solely as trustee of LaSalle G.C. Trust #3 ( the Transferor ).

Section 1445 of the Internal Revenue Code of 1986, as amended, (the Code ), provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. For U.S. tax purposes (including section 1445), the owner of a disregarded entity (which has legal title to a U.S. real property interest under local law) will be the transferor of the property and not the disregarded entity. To inform Purchaser that withholding of tax is not required upon the disposition of a U.S. real property interest by the Transferor, the undersigned hereby certifies the following on behalf of the Transferor:

- (a) The Transferor is not a foreign corporation, foreign partnership, foreign trust or foreign estate, (as those terms are defined in the Code and the Treasury Regulations promulgated thereunder);
- (b) The Transferor is not a disregarded entity as defined in Treasury Regulation Section 1.1445-2(b)(2)(iii);
- (c) The Transferor's employer identification number is set forth on Schedule A next to its name; and
- (d) The Transferor's office address is set forth on Schedule A next to its employer identification number.

The Transferor understands that this Certificate may be disclosed to the Internal Revenue Service by the Purchaser and that any false statement herein could be punished by fine, imprisonment or both.

Under penalties of perjury, I declare that I have examined this certificate and to the best of my knowledge and belief, it is true, correct and complete, and I further declare that I have the authority to sign this certificate on behalf of the Transferor.

*[Signature Page Follows.]*

Date: December , 2012

By:  
LEWIS M. LINN, solely as  
trustee LaSalle G.C. Trust #3

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Schedule A

**Employer Identification**

| <b>Name of Trust</b>  | <b>Number</b> | <b>Office Address</b>  |
|-----------------------|---------------|--|
| LaSalle G.C. Trust #3 |               | Lewis M. Linn<br>3555 Timmons Lane, Suite 800<br>Houston, TX 77027 |

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**PURCHASE AND SALE AGREEMENT**

This Purchase and Sale Agreement (this Agreement ) is entered into as of December 11, 2012, by and among Lewis M. Linn and Aaron Stern, not individually, but solely as co-trustees of the trusts listed on Exhibit A attached hereto and made a part hereof (each, a Selling Trust and collectively, the Selling Trusts ), and FLP14 HHC, L.L.C., a Delaware limited liability company (the Purchaser ). Each of the Selling Trusts and the Purchaser is sometimes referred to herein as a Party and collectively as the Parties to this Agreement.

**Recitals**

WHEREAS, the Selling Trusts own 19,153 shares (the Subject Shares ) of the Class B common stock, par value \$0.01 per share (the Class B Common Stock ), of Hyatt Hotels Corporation, a Delaware corporation (the Company );

WHEREAS, the Selling Trusts desire to sell and the Purchaser desires to purchase the Subject Shares, subject to the terms and provisions of this Agreement; and

WHEREAS, the number of the Subject Shares to be sold by each of the Selling Trusts is indicated on Exhibit A.

**Agreement**

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Purchase and Sale. The Selling Trusts agree to sell the Subject Shares to the Purchaser, and the Purchaser agrees to purchase the Subject Shares on the Closing Date (as defined in Section 2 below), with the number of Subject Shares to be sold by each of the Selling Trusts indicated on Exhibit A. The purchase price for the Subject Shares shall be \$36.64 per share, or \$701,765.92 in the aggregate (the Purchase Price ), due to the Selling Trusts from the Purchaser. The Purchase Price shall be payable in cash at the Closing (as defined below).
2. Closing. The closing of the transactions contemplated by this Agreement (the Closing ) shall take place at the offices of Latham & Watkins LLP, 233 South Wacker Drive, Suite 5800, Chicago, Illinois 60606, on or before December 18, 2012, or on such other date as the Parties may mutually determine (the Closing Date ).
3. Closing Deliveries of the Purchaser. At the Closing, the Purchaser shall deliver the Purchase Price to the Selling Trusts by wire transfer of immediately available funds to an account designated in writing by the Selling Trusts.
4. Closing Deliveries by Selling Trusts. At the Closing:
  - (a) Each Selling Trust shall deliver, or cause to be delivered, to the Purchaser, a statement executed by such Selling Trust certifying that such Selling Trust is not a foreign person in accordance with the requirements of United States Treasury Regulation Section 1.1445-2(b)(2), which certification shall be the same form as Exhibit B attached hereto and made a part hereof.

(b) The Selling Trusts shall deliver, or cause to be delivered, to the Purchaser, certificates representing the Subject Shares together with assignments separate from certificate with respect to the Subject Shares sufficient to transfer title to the Subject Shares to the Purchaser on the books of the Company and Certificates of Fiduciary Authority, including, as necessary, Medallion Guarantees.

5. Representations and Warranties of the Selling Trusts. Each Selling Trust, for itself and not for the other Selling Trusts, represents and warrants to the Purchaser that the statements contained in this Section 5 are true and correct as of the date of this Agreement and shall be true and correct as of the Closing Date, it being agreed that the Purchaser is relying on each statement.

(a) Power: Legal, Valid and Binding Obligations. Such Selling Trust (i) is duly organized and validly existing and (ii) has all necessary power and capacity to execute and deliver this Agreement and each of the other agreements and instruments contemplated hereby (collectively, the Ancillary Documents ) and to perform, observe and comply with all of its agreements and obligations hereunder and thereunder and to consummate the transaction contemplated hereby and thereby. This Agreement and the Ancillary Documents to which it is or will be a party have been or will be duly and validly executed by such Selling Trust and, upon delivery thereof by each Selling Trust, will constitute the legal, valid and binding obligations of each Selling Trust, enforceable against each Selling Trust in accordance with their terms.

(b) No Conflict. None of the execution, delivery or performance by such Selling Trust of this Agreement or any Ancillary Document to which it is or will be a party will (with or without the giving of notice, the lapse of time or both) conflict with, result in a breach or violation of or constitute a default under (a) any contract, agreement or other instrument to which such Selling Trust is a party or by which it or its assets or property is bound or (b) any law, statute, rule, regulation, ordinance, writ, order or judgment to which such Selling Trust is subject or by which it or its assets or property is bound.

(c) Consents. No approval, consent, waiver or filing of or with any third party, including, but not limited to, any governmental bodies, agencies or instrumentalities, is required for the execution, delivery and performance by such Selling Trust of this Agreement or any Ancillary Document to which it is or will be a party.

(d) Title to Shares: Liens and Encumbrances. Such Selling Trust is the legal and beneficial owner of the Subject Shares listed opposite its name on the attached Exhibit A and holds such Subject Shares free and clear of all liens, pledges, options, claims, encumbrances and other security arrangements or restrictions of any kind other than restrictions under that certain Amended and Restated Global Hyatt Agreement dated October 1, 2009 and under the Company's Amended and Restated Certificate of Incorporation the ( Certificate ) (collectively, Liens ), and upon delivery of such Subject Shares to the Purchaser pursuant to the terms of this Agreement, the Purchaser will receive good and marketable title thereto, free and clear of any and all Liens.

(e) Broker's Fees. Such Selling Trust has no liability or obligation to pay any fees or commissions to any broker, finder or agent with respect to the transactions contemplated by this Agreement for which the Purchaser could become liable or otherwise obligated.

(f) Independent Decision to Sell; Etc. Such Selling Trust has made an independent decision to sell its Subject Shares to the Purchaser and has determined that it has adequate information concerning the business and financial condition of the Company in connection with its decision to sell its Subject Shares. Such Selling Trust understands the disadvantage to which it may be subject on account of the disparity of information between it and the Purchaser, and further acknowledges that Purchaser and its affiliates may possess material, non-public information not known to such Selling Trust regarding or relating to the Company, its affiliates or the Subject Shares. Such Selling Trust is capable, by reason of its business or financial knowledge and experience, of evaluating the merits and risks of the sale of its Subject Shares and of protecting its own interest in connection with the sale of the Subject Shares, and such Selling Trust acknowledges that it has had the opportunity to discuss the information available to it relating to the sale of the Subject Shares with such advisors as it has deemed appropriate. Such Selling Trust acknowledges that the Purchaser has not given it any investment advice or rendered any opinion to it as to whether the sale of the Subject Shares is prudent or suitable, and, except as expressly provided in Section 6 of this Agreement, is not relying on any representation or warranty made by the Purchaser in connection with its decision to sell its Subject Shares to the Purchaser.

(g) Class B Common Stock. (i) Such Selling Trust is not aware of and has not taken or been directed to take any action which, or otherwise failed to take any action the failure of which, resulted in the conversion of the Subject Shares from shares of Class B Common Stock to shares of Class A Common Stock, as such latter two terms are defined in the Certificate, and (ii) the Subject Shares in the hands of the Selling Trust are shares of Class B Common Stock.

6. Representations and Warranties of the Purchaser. The Purchaser represents and warrants to each Selling Trust that the statements contained in this Section 6 are true and correct as of the date of this Agreement and shall be true and correct as of the Closing Date, it being agreed that each Selling Trust is relying on each such statement.

(a) Power: Legal, Valid and Binding Obligations. The Purchaser is a duly organized and validly existing limited liability company organized under the laws of the State of Delaware. The Purchaser has all necessary power and capacity to execute and deliver this Agreement and the Ancillary Documents, and to perform, observe and comply with all of its agreements and obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. This Agreement and each of the Ancillary Documents to which it is or will be a party have been or will be duly and validly executed by the Purchaser and, upon delivery thereof by the Purchaser, will constitute the legal, valid and binding obligations of the Purchaser, enforceable against it in accordance with their terms.

(b) No Conflict. None of the execution, delivery or performance by the Purchaser of this Agreement or any Ancillary Document to which it is a party will (with or without the giving of notice, the lapse of time or both) conflict with, result in a breach or violation of or constitute a default under (a) any contract, agreement or other instrument to which the Purchaser is a party or by which it or its assets or property is bound or (b) any law, statute, rule, regulation, ordinance, writ, order or judgment to which the Purchaser is subject or by which it or its assets or property is bound.

(c) Consents. No approval, consent, waiver or filing of or with any third party, including, but not limited to, any governmental bodies, agencies or instrumentalities, is required for the execution, delivery and performance by the Purchaser of this Agreement or any Ancillary Document to which it is or will be a party.

(d) Legal Matters. There is no action, suit or proceeding by or before any court or governmental or other regulatory or administrative agency or commission pending, or, to the best of the Purchaser's knowledge, threatened against or involving the Purchaser which challenges the validity of this Agreement or any action taken or to be taken by the Purchaser pursuant to this Agreement or in connection with the transaction contemplated hereby. The Purchaser is not subject to any judgment, order or decree entered into in any lawsuit or proceeding which will have an adverse effect on the transactions contemplated hereby.

(e) Broker's Fees. The Purchaser has no liability or obligation to pay any fees or commissions to any broker, finder, or agent with respect to the transactions contemplated by this Agreement for which the Selling Trusts could become liable or otherwise obligated.

(f) Independent Decision to Purchase, Etc. Purchaser is familiar with the Company and the Class B Common Stock and has all information which it deems necessary to evaluate the purchase of the Subject Shares and has not received any information or representations regarding the Company or the Subject Shares from the Selling Trusts except for the representations set forth in this Agreement. Purchaser acknowledges that the Subject Shares have not been registered under the Securities Act of 1933, as amended, and are also subject to additional restrictions on transfer. Purchaser is acquiring the Subject Shares for Purchaser's own account for investment purposes and not with a view towards their distribution.

7. Miscellaneous.

(a) Survival of Representations and Warranties Herein. All representations, warranties and covenants set forth herein shall survive the Closing Date.

(b) Additional Documents. From time to time after execution of this Agreement, each Party hereto shall, without additional consideration, execute and deliver such further agreements and instruments and take such other action as may be reasonably requested by any other Party hereto in order to carry out the purposes of this Agreement.

(c) Amendment and Waiver. This Agreement cannot be amended, supplemented or modified, nor can any provision hereof be waived, except by a written instrument signed by the Party against whom enforcement of such amendment, supplement, modification or waiver is sought.

(d) Notices. Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed to have been properly given (a) when delivered by hand; (b) when sent by facsimile or email (with acknowledgment of complete

transmission); (c) three days after being sent by certified mail, return receipt requested or (d) one day after deposit with a nationally-recognized overnight delivery service, in each case to the addresses or facsimile numbers set forth on the signature page hereof. Each Party hereto shall be entitled to specify a different address or facsimile number for the receipt of subsequent notices or other communications by giving written notice thereof to the other Party in accordance with this paragraph (d).

(e) Severability. If any term or provision of this Agreement, or the application thereof to any person, entity or circumstance, shall, to any extent, be determined to be contrary to law and unenforceable by any court of law, the remaining terms and provisions of this Agreement, and the application thereof to other persons, entities and circumstances, shall not be invalidated thereby, and each term and provision hereof shall be construed with all other remaining terms and provisions hereof to effect the intent of the parties to the fullest extent of the law.

(f) No Third Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person other than the parties hereto and their respective successors and permitted assigns.

(g) Governing Law. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

(h) Entire Agreement. This Agreement, including the other writings referred to herein or delivered pursuant hereto, constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof.

(i) Binding Effect. This Agreement and all the provisions hereof shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

(j) Counterparts. This Agreement may be executed in any number of separate counterparts, each of which, when so executed, shall be deemed an original, and all of said counterparts taken together shall be deemed to constitute but one and the same instrument and, any signed counterpart shall be deemed delivered by the Party signing it if sent to the other parties hereto by facsimile transmission or electronic transmission and shall be as effective as original ink signatures for the purposes of the execution and delivery of this Agreement.

(k) Confidentiality. Unless the prior written consent of the other Party is obtained, the sale and purchase of the Subject Shares and all provisions of this Agreement shall be and remain confidential to the Parties, except to the extent that such information is in the public domain or disclosure is required by law or by any regulatory body whether public or not. For the avoidance of doubt, the Parties shall be permitted to disclose the terms of this Agreement to their professional or financial advisors who are aware of its confidential nature.

(l) Assignment. The Purchaser may not, without the prior written consent of the Selling Trusts, assign, grant any security interest over, hold in trust or otherwise transfer the benefit of the whole or any part of this Agreement.

(m) Costs. All costs in connection with the negotiation, preparation, execution and performance of this Agreement, and any documents referred to in it, will be borne by the Party that incurred the costs.

(n) Trustee Exculpation. When this Agreement is signed by a trustee of a trust, such execution is by the trustee, not individually, but solely as trustee, and it is expressly understood and agreed that nothing contained herein shall be construed as creating any liability on any such trustee personally to pay any amounts hereunder or to perform any consent contained herein.

*[Signature Pages Follow.]*

IN WITNESS WHEREOF, each of the Parties hereto has duly executed this Agreement as of the date first above written.

FLP14 HHC, L.L.C., a Delaware

limited liability company

By: /s/ Ronald D. Wray  
Ronald D. Wray, Vice President

Address: 71 South Wacker Drive  
Suite 4700  
Chicago, IL 60606  
Fax: (312) 264-0229

*[Signature Page to Purchase and Sale Agreement LP to GPP]*



LEWIS M. LINN, solely in his capacity as co-trustee of the Selling Trusts listed on Exhibit A

/s/ Lewis M. Linn  
Address:

3555 Timmons Lane, Suite 800

Houston, TX 77027

AARON STERN, solely in his capacity as co-trustee of the Selling Trusts listed on Exhibit A

/s/ Aaron Stern  
Address:

3555 Timmons Lane, Suite 800

Houston, TX 77027

*[Signature Page to Purchase and Sale Agreement LP to GPP]*

Exhibit A

| <b>Name of Trust</b>                     | <b>Subject Shares</b> |
|--|-----------------------|
| BURLINGTON TRUST - OREGON TRUST #103     | 1,889                 |
| CARVER TRUST - OREGON TRUST #184         | 2,573                 |
| SIGNAL TRUST - WASHINGTON TRUST #96      | 2,019                 |
| MILE TRUST - WASHINGTON TRUST #111       | 1,796                 |
| SALMON TRUST - WASHINGTON TRUST #154     | 772                   |
| YELLOW TRUST - WASHINGTON TRUST #155     | 772                   |
| CHEHALIS TRUST - WASHINGTON TRUST #156   | 772                   |
| WYNOOCHEE TRUST - WASHINGTON TRUST #157  | 772                   |
| QUIMALT TRUST - WASHINGTON TRUST #158    | 772                   |
| QUEETS TRUST - WASHINGTON TRUST #159     | 772                   |
| WIND TRUST - WASHINGTON TRUST #160       | 781                   |
| ABERDEEN TRUST - WASHINGTON TRUST #170   | 781                   |
| HOQUIAM TRUST - WASHINGTON TRUST #171    | 781                   |
| ZESTY TRUST - WASHINGTON TRUST #172      | 781                   |
| BELLINGHAM TRUST - WASHINGTON TRUST #173 | 780                   |
| BLAINE TRUST - WASHINGTON TRUST #174     | 780                   |
| CHUCKANUT TRUST - WASHINGTON TRUST #175  | 780                   |
| ANACORTES TRUST - WASHINGTON TRUST #176  | 780                   |
| <b>Total</b>                             | <b>19,153</b>         |

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Exhibit B

**CERTIFICATE OF NON-FOREIGN STATUS**

This certificate is being delivered in connection with that certain Purchase and Sale Agreement, dated as of December 11, 2012, by and between FLP14 HHC, L.L.C. (Purchaser) and Lewis M. Linn and Aaron Stern, solely as co-trustees of the trusts listed on Exhibit A (the Transferors).

Section 1445 of the Internal Revenue Code of 1986, as amended, (the Code), provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. For U.S. tax purposes (including section 1445), the owner of a disregarded entity (which has legal title to a U.S. real property interest under local law) will be the transferor of the property and not the disregarded entity. To inform Purchaser that withholding of tax is not required upon the disposition of a U.S. real property interest by the Transferors, the undersigned hereby certifies the following on behalf of each Transferor:

- (a) Each Transferor is not a foreign corporation, foreign partnership, foreign trust or foreign estate, (as those terms are defined in the Code and the Treasury Regulations promulgated thereunder);
- (b) Each Transferor is not a disregarded entity as defined in Treasury Regulation Section 1.1445-2(b)(2)(iii);
- (c) Each Transferor's employer identification number is set forth on Schedule A next to its name; and
- (d) Each Transferor's office address is set forth on Schedule A next to its employer identification number.

The Transferors understand that this Certificate may be disclosed to the Internal Revenue Service by the Purchaser and that any false statement herein could be punished by fine, imprisonment or both.

Under penalties of perjury, I declare that I have examined this certificate and to the best of my knowledge and belief, it is true, correct and complete, and I further declare that I have the authority to sign this certificate on behalf of the Transferors.

*[Signature Page Follows.]*

Date: December , 2012

By: LEWIS M. LINN, solely as  
co-trustee of the trusts listed on Schedule A

By: AARON STERN, solely as  
co-trustee of the trusts listed on Schedule A

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Schedule A

| Name of Trust                           | Employer Identification Number | Office Address                                       |
|---|--------------------------------|--|
| BURLINGTON TRUST - OREGON TRUST #103    |                                | 3555 Timmons Lane,<br>Suite 800<br>Houston, TX 77027 |
| CARVER TRUST - OREGON TRUST #184        |                                | 3555 Timmons Lane,<br>Suite 800<br>Houston, TX 77027 |
| SIGNAL TRUST - WASHINGTON TRUST #96     |                                | 3555 Timmons Lane,<br>Suite 800<br>Houston, TX 77027 |
| MILE TRUST - WASHINGTON TRUST #111      |                                | 3555 Timmons Lane,<br>Suite 800<br>Houston, TX 77027 |
| SALMON TRUST - WASHINGTON TRUST #154    |                                | 3555 Timmons Lane,<br>Suite 800<br>Houston, TX 77027 |
| YELLOW TRUST - WASHINGTON TRUST #155    |                                | 3555 Timmons Lane,<br>Suite 800<br>Houston, TX 77027 |
| CHEHALIS TRUST - WASHINGTON TRUST #156  |                                | 3555 Timmons Lane,<br>Suite 800<br>Houston, TX 77027 |
| WYNOOCHEE TRUST - WASHINGTON TRUST #157 |                                | 3555 Timmons Lane,<br>Suite 800<br>Houston, TX 77027 |
| QUIMALT TRUST - WASHINGTON TRUST #158   |                                | 3555 Timmons Lane,<br>Suite 800<br>Houston, TX 77027 |
| QUEETS TRUST - WASHINGTON TRUST #159    |                                | 3555 Timmons Lane,                                   |

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WIND TRUST - WASHINGTON TRUST #160

Suite 800  
Houston, TX 77027  
3555 Timmons Lane,

ABERDEEN TRUST - WASHINGTON TRUST #170

Suite 800  
Houston, TX 77027  
3555 Timmons Lane,

HOQUIAM TRUST - WASHINGTON TRUST #171

Suite 800  
Houston, TX 77027  
3555 Timmons Lane,

Suite 800  
Houston, TX 77027

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ZESTY TRUST - WASHINGTON TRUST #172

3555 Timmons Lane,

Suite 800

Houston, TX 77027

BELLINGHAM TRUST - WASHINGTON  
TRUST #173

3555 Timmons Lane,

Suite 800

Houston, TX 77027

BLAINE TRUST - WASHINGTON TRUST  
#174

3555 Timmons Lane,

Suite 800

Houston, TX 77027

CHUCKANUT TRUST - WASHINGTON  
TRUST #175

3555 Timmons Lane,

Suite 800

Houston, TX 77027

ANACORTES TRUST - WASHINGTON  
TRUST #176

3555 Timmons Lane,

Suite 800

Houston, TX 77027

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