

# HYATT HOTELS CORP

Filed by

**HORTON TRUST CO LLC**

## **FORM SC 13D/A**

(Amended Statement of Beneficial Ownership)

Filed 08/22/12

Address	71 SOUTH WACKER DRIVE 12TH FLOOR CHICAGO, IL 60606
Telephone	(312) 750-1234
CIK	0001468174
Symbol	H
SIC Code	7011 - Hotels and Motels
Industry	Hotels & Motels
Sector	Services
Fiscal Year	12/31

**SECURITIES AND EXCHANGE COMMISSION**  
WASHINGTON, DC 20549

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**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. 5)

**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)

**August 17, 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 16 Pages)

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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)  Horton Trust Company LLC, not individually, but solely as trustee of the trusts listed on <u>Appendix A-1</u> .
2.	Check the Appropriate Box if a Member of a Group (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>
3.	SEC Use Only
4.	Source of Funds  OO
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>
6.	Citizenship or Place of Organization  Illinois
<b>NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH</b>	7. Sole Voting Power  0
	8. Shared Voting Power  8,574,165*
	9. Sole Dispositive Power  0
	10. Shared Dispositive Power  8,574,165*
11.	Aggregate Amount Beneficially Owned by Each Reporting Person  8,574,165*
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares <input checked="" type="checkbox"/>
13.	Percent of Class Represented by Amount in Row (11)  5.2%*
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 July 27, 2012, as reported in the Issuer’s Quarterly Report on Form 10-Q for the quarterly period ended June 30, 2012. The percentage is calculated using the total number of shares of Common Stock beneficially owned by the Reporting Person and based on 165,735,905 shares of Common Stock outstanding as of July 27, 2012. 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 6.9% of the total voting power of the Common Stock as of July 27, 2012. 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 July 27, 2012, which is comprised of 46,121,321 shares of Class A Common Stock and 119,614,584 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)  CIBC Trust Company (Bahamas) Limited, not individually, but solely as trustee of the trusts listed on <u>Appendix A-2</u> .
2.	Check the Appropriate Box if a Member of a Group (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>
3.	SEC Use Only
4.	Source of Funds  OO
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>
6.	Citizenship or Place of Organization  Bahamian International Business Company
<b>NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH</b>	7. Sole Voting Power  0
	8. Shared Voting Power  1,424,099*
	9. Sole Dispositive Power  0
	10. Shared Dispositive Power  1,424,099*
11.	Aggregate Amount Beneficially Owned by Each Reporting Person  1,424,099*
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares <input checked="" type="checkbox"/>
13.	Percent of Class Represented by Amount in Row (11)  0.9%*
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 July 27, 2012, as reported in the Issuer's Quarterly Report on Form 10-Q for the quarterly period ended June 30, 2012. The percentage is calculated using the total number of shares of Common Stock beneficially owned by the Reporting Person and based on 165,735,905 shares of Common Stock outstanding as of July 27, 2012. 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 1.1% of the total voting power of the Common Stock as of July 27, 2012. 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 July 27, 2012, which is comprised of 46,121,321 shares of Class A Common Stock and 119,614,584 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)  Penny Pritzker, individually
2.	Check the Appropriate Box if a Member of a Group (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>
3.	SEC Use Only
4.	Source of Funds  OO
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>
6.	Citizenship or Place of Organization  United States
<b>NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH</b>	7. Sole Voting Power  0
	8. Shared Voting Power  30,749*
	9. Sole Dispositive Power  0
	10. Shared Dispositive Power  30,749*
11.	Aggregate Amount Beneficially Owned by Each Reporting Person  30,749*
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares <input checked="" type="checkbox"/>
13.	Percent of Class Represented by Amount in Row (11)  0.0%*
14.	Type of Reporting Person  IN

\* 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 July 27, 2012, as reported in the Issuer’s Quarterly Report on Form 10-Q for the quarterly period ended June 30, 2012. The percentage is calculated using the total number of shares of Common Stock beneficially owned by the Reporting Person and based on 165,735,905 shares of Common Stock outstanding as of July 27, 2012. 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 A Common Stock owned by the Reporting Person represents less than 0.1% of the total voting power of the Common Stock as of July 27, 2012. 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 July 27, 2012, which is comprised of 46,121,321 shares of Class A Common Stock and 119,614,584 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. 5 to Schedule 13D (“Amendment No. 5”) 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. 5 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 9, 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”) and Amendment No. 4 to Schedule 13D filed by the Reporting Person on January 4, 2012 (“Amendment No. 4”). The Original Schedule 13D, as amended and supplemented by Amendment No. 1, Amendment No. 2, Amendment No. 3 and Amendment No. 4, 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 August 17, 2012, the U.S. Trustee acquired 1,006,675 shares of Class B Common Stock from Penny Pritzker for estate planning purposes (the “August 17, 2012 Transaction”). These shares were acquired in a privately negotiated transaction for the purchase price of \$37.99 per share. The acquisitions constituted “Permitted Transfers” as defined under the Issuer’s Amended and Restated Certificate of Incorporation and, accordingly, the shares of Class B Common Stock acquired by the U.S. Trustee remain shares of Class B Common Stock following the August 17, 2012 Transaction. These shares of Class B Common Stock were acquired using the trust’s cash on hand. The parties consummated the August 17, 2012 Transaction on August 17, 2012.

**Item 4. Purpose of Transaction**

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

The August 17, 2012 Transaction was completed on August 17, 2012, as described in Item 3 of this Amendment No. 5.

**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 10,067 shares of currently issued Class A

Common Stock and 10,018,946 shares of Class A Common Stock, issuable upon conversion of 10,018,946 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 July 27, 2012, the number of shares of Class B Common Stock beneficially owned by the Reporting Persons represents 8.4% of the total number of shares of Class B Common Stock outstanding. Based on the number of shares of Common Stock outstanding as of July 27, 2012, the number of shares of Common Stock beneficially owned by the Reporting Persons represents 6.1% of the total number of shares of Common Stock outstanding and 8.1% 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 A attached to this Amendment No. 5 amends and restates, in its entirety, Schedule A attached to the Schedule 13D. Schedule A attached to this Amendment No. 5 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. Certain shares beneficially owned by the U.S. Trustee are held indirectly by P19M2 Investors, L.L.C., which is a member-managed Delaware limited liability company formed for the purpose of acquiring shares of the issuer's common stock. The limited liability company is wholly owned by one of the trusts listed on Appendix A-1 and has no voting or dispositive power with regard to the shares.

Schedule B attached to this Amendment No. 5 amends and restates, in its entirety, Schedule B attached to the Schedule 13D. Schedule B attached to this Amendment No. 5 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 August 17, 2012 Transaction did not impact the number of shares or the percentage of the Common Stock beneficially owned by the Pritzker Family Group.

(c) The August 17, 2012 Transaction was completed on August 17, 2012, as described in Item 3 of this Amendment No. 5.

**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 August 17, 2012, the U.S. Trustee entered into a Purchase and Sale Agreement (the "Purchase and Sale Agreement") with Penny Pritzker, pursuant to which the U.S. Trustee acquired 1,006,675 shares of the Issuer's Class B Common Stock from Penny Pritzker for a purchase price in case equal to \$37.99 per share.

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

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

Exhibit 9 Purchase and Sale Agreement, dated as of August 17, 2012, by and among each of the signatories thereto.

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**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: August 22, 2012

Horton Trust Company LLC, solely as trustee of the trusts listed on Appendix A-1.

By: /s/ John Kevin Poorman  
John Kevin Poorman  
President

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/ Penny Pritzker  
Penny Pritzker, individually

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\* A Secretary's Certificate evidencing the authority of such persons to sign and file this Amendment No. 5 on behalf of CIBC Trust Company (Bahamas) Limited was previously filed as Exhibit 7 to the Schedule 13D and is incorporated by reference herein.

[Signature Page to Amendment No. 5 to Schedule 13D]

**Appendix A-1**

<u>Trust Name</u>	<u>Jurisd. of Org.</u>
A.N.P. Trust #31M6	Illinois
A.N.P. Trust #34-Penny M6	Illinois
A.N.P. Trust #36-Penny M6	Illinois
A.N.P. Trust #37M6	Illinois
A.N.P. Trust #40-Penny M6	Illinois
A.N.P. Trust #42-Penny M5	Illinois
Don G.C. Trust #8M2	N/A
LaSalle G.C. Trust #9M1	Illinois
LaSalle Trust #47M1	Illinois
LaSalle Trust #51M1	Illinois
Penny Trust M2	Illinois
RA G.C. Trust #8M3	Illinois
F.L.P. Trust #19M2	Illinois

**Appendix A-2**

<u>Trust Name</u>	<u>Jurisd. of Org.</u>
T-551-10FD2	Bahamas
1740 #34FD2	Bahamas
1740 #37FD	Bahamas

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

<u>Name of Beneficial Owner</u>	<u>Class A Common Stock <sup>2</sup></u>		<u>Class B Common Stock <sup>3</sup></u>		<u>% of Total Common Stock <sup>4</sup></u>	<u>% of Total Voting Power <sup>5</sup></u>
	<u>Shares</u>	<u>% of Class A</u>	<u>Shares</u>	<u>% of Class B</u>		
Horton Trust Company LLC, not individually, but solely in the capacity as trustee of the trusts listed on <u>Appendix A-1</u> .	—	—	8,574,165	7.2%	5.2%	6.9%
CIBC Trust Company (Bahamas) Limited, not individually, but solely in the capacity as trustee of the trusts listed on <u>Appendix A-2</u> .	—	—	1,424,099	1.2%	0.9%	1.1%
Penny Pritzker, individually	10,067	*	20,682	*	*	*

\* Less than 1% beneficial ownership

<sup>1</sup> All references to the number of shares outstanding are as of July 27, 2012, as reported in the Issuer's Quarterly Report on Form 10-Q for the quarterly period ended June 30, 2012.

<sup>2</sup> The information shown in the table with respect to the percentage of Class A Common Stock beneficially owned is based on 46,121,321 shares of the Class A Common Stock outstanding as of July 27, 2012, 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 119,614,584 shares of Class B Common Stock outstanding as of July 27, 2012.

<sup>4</sup> The information shown in the table with respect to the percentage of total Common Stock beneficially owned is based on 46,121,321 shares of Class A Common Stock and 119,614,584 shares of Class B Common Stock outstanding as of July 27, 2012.

<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 July 27, 2012, which is comprised of 46,121,321 shares of Class A Common Stock and 119,614,584 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 Common Stock <sup>2</sup>		Class B Common Stock <sup>3</sup>		% of Total Common Stock <sup>4</sup>	% of Total Voting Power <sup>5</sup>
	Shares	% of Class A	Shares	% of Class B		
Co-Trustees of the U.S. Situs Trusts <sup>6</sup>	—	—	1,982,124	1.7%	1.2%	1.6%
Trustee of the Non-U.S. Situs Trusts <sup>7</sup>	—	—	3,447,946	2.9%	2.1%	2.8%
Trustees of the Thomas J. Pritzker Family Trusts and Other Reporting Persons <sup>8</sup>	—	—	20,805,187	17.4%	12.6%	16.7%
Trustees of the Nicholas J. Pritzker Family Trusts and Other Reporting Persons <sup>9</sup>	—	—	6,403,577	5.4%	3.9%	5.2%
Trustees of the James N. Pritzker Family Trusts <sup>10</sup>	8,470	*	3,470,792	2.9%	2.1%	2.8%
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	7.2%	5.2%	6.9%
Trustees of the Penny Pritzker Family Trusts and Other Reporting Persons <sup>14</sup>	10,067	*	10,018,946	8.4%	6.1%	8.1%
Trustees of the Daniel F. Pritzker Family Trusts <sup>15</sup>	—	—	10,001,457	8.4%	6.0%	8.1%
Trustees of the Anthony N. Pritzker Family Trusts <sup>16</sup>	—	—	6,186,817	5.2%	3.7%	5.0%
Trustees of the Gigi Pritzker Pucker Family Trusts and Other Reporting Persons <sup>17</sup>	—	—	17,550,065	14.7%	10.6%	14.1%
Trustees of the Jay Robert Pritzker Family Trusts <sup>18</sup>	—	—	6,051,483	5.1%	3.7%	4.9%
Trustee of the Richard Pritzker Family Trusts <sup>19</sup>	—	—	—	—	—	—
<b>Pritzker Family Group Totals</b>	<b>18,537</b>	<b>*</b>	<b>94,502,498</b>	<b>79.3%</b>	<b>57.2%</b>	<b>76.2%</b>

\* Less than 1% beneficial ownership

<sup>1</sup> All references to the number of shares outstanding are as of July 27, 2012, as reported in the Issuer's Quarterly Report on Form 10-Q for the quarterly period ended June 30, 2012.

<sup>2</sup> The information shown in the table with respect to the percentage of Class A Common Stock beneficially owned is based on 46,121,321 shares of the Class A Common Stock outstanding as of July 27, 2012, 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 119,614,584 shares of Class B Common Stock outstanding as of July 27, 2012.

<sup>4</sup> The information shown in the table with respect to the percentage of total Common Stock beneficially owned is based on 46,121,321 shares of Class A Common Stock and 119,614,584 shares of Class B Common Stock outstanding as of July 27, 2012.

<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 July 27, 2012, which is comprised of 46,121,321 shares of Class A Common Stock and 119,614,584 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 Poonman, 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.

<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 August 17, 2012, by and between Penny Pritzker (the “Seller”), and P19M2 Investors, L.L.C., a Delaware limited liability company (the “Purchaser”). Each of the Seller and the Purchaser is sometimes referred to herein as a “Party” and collectively as the “Parties” to this Agreement.

### Recitals

WHEREAS, the Seller owns 1,006,675 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 Seller 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 Seller 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 \$37.99 per share, or \$38,243,583.25 in the aggregate (the “Purchase Price”), due to the Seller 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 August 17, 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 Seller by wire transfer of immediately available funds to an account designated in writing by the Seller.
4. Closing Deliveries by Seller. At the Closing, the Seller 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, including a Medallion Guarantee.
5. Representations and Warranties of the Seller. The Seller 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.

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(a) Power; Legal, Valid and Binding Obligations. The Seller 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 her agreements and obligations hereunder and thereunder and to consummate the transaction contemplated hereby and thereby. This Agreement and the Ancillary Documents to which she is or will be a party have been or will be duly and validly executed by the Seller and, upon delivery thereof by the Seller, will constitute the legal, valid and binding obligations of the Seller, enforceable against the Seller in accordance with their terms.

(b) No Conflict. None of the execution, delivery or performance by the Seller of this Agreement or any Ancillary Document to which she 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 Seller is a party or by which she or her assets or property is bound or (b) any law, statute, rule, regulation, ordinance, writ, order or judgment to which the Seller is subject or by which she or her 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 Seller of this Agreement or any Ancillary Document to which she is or will be a party.

(d) Title to Shares; Liens and Encumbrances. The Seller 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, that certain Amended and Restated Foreign 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 Seller 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 Seller has made an independent decision to sell her Subject Shares to the Purchaser and has determined that she has adequate information concerning the business and financial condition of the Company in connection with her decision to sell her Subject Shares. The Seller understands the disadvantage to which she may be subject on account of the disparity of information between her and the Purchaser, and further acknowledges that Purchaser and its affiliates may possess material, non-public information not known to the Seller regarding or relating to the Company, its affiliates or the Subject Shares. The Seller is capable, by reason of her business or financial knowledge and experience, of evaluating the merits and risks of the sale of her Subject Shares and of protecting her own interest in connection with the sale of the Subject Shares, and the Seller acknowledges

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that she has had the opportunity to discuss the information available to her relating to the sale of the Subject Shares with such advisors as she has deemed appropriate. The Seller acknowledges that the Purchaser has not given her any investment advice or rendered any opinion to her 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 her decision to sell her Subject Shares to the Purchaser.

(g) Class B Common Stock. (i) The Seller 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 Seller are shares of Class B Common Stock.

6. Representations and Warranties of the Purchaser. The Purchaser represents and warrants to the Seller 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 Seller 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 Seller 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 Seller 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.

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(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 Seller, 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.

*[Signature Pages Follow.]*

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

P19M2 Investors, 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 – P19M2 Investors, L.L.C.]*

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Penny Pritzker

/s/ Penny Pritzker

Address: 71 South Wacker Drive  
47<sup>th</sup> Floor  
Chicago, IL 60606

*[Signature Page to Purchase and Sale Agreement – P19M2 Investors, L.L.C.]*