

HYATT HOTELS CORP

Filed by
LINN LEWIS M.

FORM SC 13D/A (Amended Statement of Beneficial Ownership)

Filed 02/25/15

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, D.C. 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. 3)**

Hyatt Hotels Corporation

(Name of Issuer)

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

448579102
(CUSIP Number)

1922 Trust Company LTA, as Trustee
3555 Timmons Lane, Suite 800
Houston, Texas 77027
(713) 961-1600

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

February 24, 2015
(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 26 Pages

The information required on 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)
	1922 Trust Company LTA, 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 United States
Number of shares beneficially owned by each reporting person with	7. Sole voting power 0
	8. Shared voting power 6,569,951*
	9. Sole dispositive power 0
	10. Shared dispositive power 6,569,951*
11.	Aggregate amount beneficially owned by each reporting person 6,569,951*
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) 4.5%*
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 (as defined in this Schedule 13D) are party to certain agreements with the Separately Filing Group Members (as defined in this 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 this Schedule 13D), comprised of the Reporting Persons and the Separately Filing Group Members. Shares listed as beneficially owned by each 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 January 31, 2015, as reported in the Issuer's Annual Report on Form 10-K for the fiscal year ended December 31, 2014, as adjusted to account for an aggregate of 750,000 shares of Class B Common Stock that were repurchased by the Issuer from the Reporting Persons on February 25, 2015 (the "Repurchase"). The percentage is calculated using the total number of shares of Common Stock beneficially owned by the Reporting Persons and based on 147,536,013 shares of Common Stock

outstanding as of January 31, 2015, as adjusted to account for the Repurchase. 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 5.7% of the total voting power of the Common Stock as of January 31, 2015, as adjusted to account for the Repurchase. 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 January 31, 2015, as adjusted to account for the Repurchase, which is comprised of 36,880,550 shares of Class A Common Stock and 110,655,463 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)	
	Lewis M. Linn, not individually, but solely as trustee of 1922 Trust.	
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	
Number of shares beneficially owned by each reporting person with	7. Sole voting power	0
	8. Shared voting power	6,569,951*
	9. Sole dispositive power	0
	10. Shared dispositive power	6,569,951*
11.	Aggregate amount beneficially owned by each reporting person	6,569,951*
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)	4.5%*
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 (as defined in this Schedule 13D) are party to certain agreements with the Separately Filing Group Members (as defined in this 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 this Schedule 13D), comprised of the Reporting Persons and the Separately Filing Group Members. Shares listed as beneficially owned by each 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 January 31, 2015, as reported in the Issuer's Annual Report on Form 10-K for the fiscal year ended December 31, 2014, as adjusted to account for an aggregate of 750,000 shares of Class B Common Stock that were repurchased by the Issuer from the Reporting Persons on February 25, 2015 (the "Repurchase"). The percentage is calculated using the total number of shares of Common Stock beneficially owned by the Reporting Persons and based on 147,536,013 shares of Common Stock

outstanding as of January 31, 2015, as adjusted to account for the Repurchase. 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 5.7% of the total voting power of the Common Stock as of January 31, 2015, as adjusted to account for the Repurchase. 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 January 31, 2015, as adjusted to account for the Repurchase, which is comprised of 36,880,550 shares of Class A Common Stock and 110,655,463 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 Bahamas
Number of shares beneficially owned by each reporting person with	7. Sole voting power 0
	8. Shared voting power 1,715,427*
	9. Sole dispositive power 0
	10. Shared dispositive power 1,715,427*
11.	Aggregate amount beneficially owned by each reporting person 1,715,427*
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) 1.2%*
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 Persons (as defined in this Schedule 13D) are party to certain agreements with the Separately Filing Group Members (as defined in this 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 each 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 January 31, 2015, as reported in the Issuer's Annual Report on Form 10-K for the fiscal year ended December 31, 2014, as adjusted to account for an aggregate of 750,000 shares of Class B Common Stock that were repurchased by the Issuer from the Reporting Persons on February 25, 2015 (the "Repurchase"). The percentage is calculated using the total

number of shares of Common Stock beneficially owned by the Reporting Persons and based on 147,536,013 shares of Common Stock outstanding as of January 31, 2015, as adjusted to account for the Repurchase. 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 1.5% of the total voting power of the Common Stock as of January 31, 2015, as adjusted to account for the Repurchase. 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 January 31, 2015, as adjusted to account for the Repurchase, which is comprised of 36,880,550 shares of Class A Common Stock and 110,655,463 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)	
	Texas 8-26-22 H Company LP	
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	
	Delaware	
Number of shares beneficially owned by each reporting person with	7. Sole voting power	0
	8. Shared voting power	1,778,132*
	9. Sole dispositive power	0
	10. Shared dispositive power	1,778,132*
11.	Aggregate amount beneficially owned by each reporting person	1,778,132*
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)	1.2%*
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 Persons (as defined in this Schedule 13D) are party to certain agreements with the Separately Filing Group Members (as defined in this 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 each 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 January 31, 2015, as reported in the Issuer's Annual Report on Form 10-K for the fiscal year ended December 31, 2014, as adjusted to account for an aggregate of 750,000 shares of Class B Common Stock that were repurchased by the Issuer from the Reporting Persons on February 25, 2015 (the "Repurchase"). The percentage is calculated using the total number of shares of Common Stock beneficially owned by the Reporting Persons and based on 147,536,013 shares of Common Stock

outstanding as of January 31, 2015, as adjusted to account for the Repurchase. 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 1.6% of the total voting power of the Common Stock as of January 31, 2015, as adjusted to account for the Repurchase. 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 January 31, 2015, as adjusted to account for the Repurchase, which is comprised of 36,880,550 shares of Class A Common Stock and 110,655,463 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)	
	Featherman H Company LP	
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	Delaware
Number of shares beneficially owned by each reporting person with	7. Sole voting power	0
	8. Shared voting power	3,746,719*
	9. Sole dispositive power	0
	10. Shared dispositive power	3,746,719*
11.	Aggregate amount beneficially owned by each reporting person	3,746,719*
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)	2.5%*
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 (as defined in this Schedule 13D) are party to certain agreements with the Separately Filing Group Members (as defined in this 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 each 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 January 31, 2015, as reported in the Issuer's Annual Report on Form 10-K for the fiscal year ended December 31, 2014, as adjusted to account for an aggregate of 750,000 shares of Class B Common Stock that were repurchased by the Issuer from the Reporting Persons on February 25, 2015 (the "Repurchase"). The percentage is calculated using the total number of shares of Common Stock beneficially owned by the Reporting Persons and based on 147,536,013 shares of Common Stock

outstanding as of January 31, 2015, as adjusted to account for the Repurchase. 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 3.3% of the total voting power of the Common Stock as of January 31, 2015, as adjusted to account for the Repurchase. 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 January 31, 2015, as adjusted to account for the Repurchase, which is comprised of 36,880,550 shares of Class A Common Stock and 110,655,463 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) 8-26-22 GP LLC
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 Delaware
Number of shares beneficially owned by each reporting person with	7. Sole voting power 0
	8. Shared voting power 5,524,851*
	9. Sole dispositive power 0
	10. Shared dispositive power 5,524,851*
11.	Aggregate amount beneficially owned by each reporting person 5,524,851*
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) 3.7%*
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 (as defined in this Schedule 13D) are party to certain agreements with the Separately Filing Group Members (as defined in this 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 each 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 January 31, 2015, as reported in the Issuer's Annual Report on Form 10-K for the fiscal year ended December 31, 2014, as adjusted to account for an aggregate of 750,000 shares of Class B Common Stock that were repurchased by the Issuer from the Reporting Persons on February 25, 2015 (the "Repurchase"). The percentage is calculated using the total number of shares of Common Stock beneficially owned by the Reporting Persons and based on 147,536,013 shares of Common Stock

outstanding as of January 31, 2015, as adjusted to account for the Repurchase. 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 4.8% of the total voting power of the Common Stock as of January 31, 2015, as adjusted to account for the Repurchase. 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 January 31, 2015, as adjusted to account for the Repurchase, which is comprised of 36,880,550 shares of Class A Common Stock and 110,655,463 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) TGFJ H Company LP
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 Delaware
Number of shares beneficially owned by each reporting person with	7. Sole voting power 0
	8. Shared voting power 755,000*
	9. Sole dispositive power 0
	10. Shared dispositive power 755,000*
11.	Aggregate amount beneficially owned by each reporting person 755,000*
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) 0.5%*
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 (as defined in this Schedule 13D) are party to certain agreements with the Separately Filing Group Members (as defined in this 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 each 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 January 31, 2015, as reported in the Issuer's Annual Report on Form 10-K for the fiscal year ended December 31, 2014, as adjusted to account for an aggregate of 750,000 shares of Class B Common Stock that were repurchased by the Issuer from the Reporting Persons on February 25, 2015 (the "Repurchase"). The percentage is calculated using the total number of shares of Common Stock beneficially owned by the Reporting Persons and based on 147,536,013 shares of Common Stock

outstanding as of January 31, 2015, as adjusted to account for the Repurchase. 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 0.7% of the total voting power of the Common Stock as of January 31, 2015, as adjusted to account for the Repurchase. 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 January 31, 2015, as adjusted to account for the Repurchase, which is comprised of 36,880,550 shares of Class A Common Stock and 110,655,463 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)
	TGFJ GP LLC
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 Delaware
Number of shares beneficially owned by each reporting person with	7. Sole voting power 0
	8. Shared voting power 755,000*
	9. Sole dispositive power 0
	10. Shared dispositive power 755,000*
11.	Aggregate amount beneficially owned by each reporting person 755,000*
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) 0.5%*
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 (as defined in this Schedule 13D) are party to certain agreements with the Separately Filing Group Members (as defined in this 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 each 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 January 31, 2015, as reported in the Issuer's Annual Report on Form 10-K for the fiscal year ended December 31, 2014, as adjusted to account for an aggregate of 750,000 shares of Class B Common Stock that were repurchased by the Issuer from the Reporting Persons on February 25, 2015 (the "Repurchase"). The percentage is calculated using the total number of shares of Common Stock beneficially owned by the Reporting Persons and based on 147,536,013 shares of Common Stock

outstanding as of January 31, 2015, as adjusted to account for the Repurchase. 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 0.7% of the total voting power of the Common Stock as of January 31, 2015, as adjusted to account for the Repurchase. 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 January 31, 2015, as adjusted to account for the Repurchase, which is comprised of 36,880,550 shares of Class A Common Stock and 110,655,463 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)
	RKMP H Company LP
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 Delaware
Number of shares beneficially owned by each reporting person with	7. Sole voting power 0
	8. Shared voting power 136,480*
	9. Sole dispositive power 0
	10. Shared dispositive power 136,480*
11.	Aggregate amount beneficially owned by each reporting person 136,480*
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) 0.1%*
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 (as defined in this Schedule 13D) are party to certain agreements with the Separately Filing Group Members (as defined in this 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 each 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 January 31, 2015, as reported in the Issuer's Annual Report on Form 10-K for the fiscal year ended December 31, 2014, as adjusted to account for an aggregate of 750,000 shares of Class B Common Stock that were repurchased by the Issuer from the Reporting Persons on February 25, 2015 (the "Repurchase"). The percentage is calculated using the total number of shares of Common Stock beneficially owned by the Reporting Persons and based on 147,536,013 shares of Common Stock

outstanding as of January 31, 2015, as adjusted to account for the Repurchase. 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 0.1% of the total voting power of the Common Stock as of January 31, 2015, as adjusted to account for the Repurchase. 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 January 31, 2015, as adjusted to account for the Repurchase, which is comprised of 36,880,550 shares of Class A Common Stock and 110,655,463 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)
	LCI H Company LP
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 Delaware
Number of shares beneficially owned by each reporting person with	7. Sole voting power 0
	8. Shared voting power 153,620*
	9. Sole dispositive power 0
	10. Shared dispositive power 153,620*
11.	Aggregate amount beneficially owned by each reporting person 153,620*
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) 0.1%*
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 (as defined in this Schedule 13D) are party to certain agreements with the Separately Filing Group Members (as defined in this 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 each 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 January 31, 2015, as reported in the Issuer's Annual Report on Form 10-K for the fiscal year ended December 31, 2014, as adjusted to account for an aggregate of 750,000 shares of Class B Common Stock that were repurchased by the Issuer from the Reporting Persons on February 25, 2015 (the "Repurchase"). The percentage is calculated using the total number of shares of Common Stock beneficially owned by the Reporting Persons and based on 147,536,013 shares of Common Stock

outstanding as of January 31, 2015, as adjusted to account for the Repurchase. 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 0.1% of the total voting power of the Common Stock as of January 31, 2015, as adjusted to account for the Repurchase. 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 January 31, 2015, as adjusted to account for the Repurchase, which is comprised of 36,880,550 shares of Class A Common Stock and 110,655,463 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)	
	Julytoon Investments GP LLC	
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	Delaware
Number of shares beneficially owned by each reporting person with	7. Sole voting power	0
	8. Shared voting power	290,100*
	9. Sole dispositive power	0
	10. Shared dispositive power	290,100*
11.	Aggregate amount beneficially owned by each reporting person	290,100*
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)	0.2%*
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 Persons (as defined in this Schedule 13D) are party to certain agreements with the Separately Filing Group Members (as defined in this 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 each 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 January 31, 2015, as reported in the Issuer's Annual Report on Form 10-K for the fiscal year ended December 31, 2014, as adjusted to account for an aggregate of 750,000 shares of Class B Common Stock that were repurchased by the Issuer from the Reporting Persons on February 25, 2015 (the "Repurchase"). The percentage is calculated using the total number of shares of Common Stock beneficially owned by the Reporting Persons and based on 147,536,013 shares of Common Stock

outstanding as of January 31, 2015, as adjusted to account for the Repurchase. 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 0.3% of the total voting power of the Common Stock as of January 31, 2015, as adjusted to account for the Repurchase. 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 January 31, 2015, as adjusted to account for the Repurchase, which is comprised of 36,880,550 shares of Class A Common Stock and 110,655,463 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 constitutes Amendment No. 3 (“Amendment No. 3”) to the Schedule 13D filed by the Reporting Persons identified on Appendix A-1 and Appendix A-2 with the SEC on August 26, 2010, as amended by Amendment No. 1 on July 30, 2012 and Amendment No. 2 on March 5, 2013, pursuant to Section 13(d) of the Securities Exchange Act of 1934, as amended (the “Act”), and Rule 13d-1(a) thereunder (the “Schedule 13D”). This Amendment No. 3 amends the Schedule 13D, as amended by Amendment No. 1 and Amendment No. 2, as specifically set forth herein. Capitalized terms used in this Amendment No. 3 without being defined herein have the respective meanings given to them in the Schedule 13D.

Schedule A attached to the Schedule 13D is replaced in its entirety by Schedule A attached hereto, and all references to “Schedule A” in the Schedule 13D shall be to “Schedule A” attached hereto. Schedule B attached to the Schedule 13D is replaced in its entirety by Schedule B attached hereto, and all references to “Schedule B” in the Schedule 13D shall be to “Schedule B” attached hereto.

Item 2. Identity and Background

Item 2 of the Schedule 13D is hereby amended and restated in its entirety as follows:

(a)-(c) This Schedule 13D is being filed by (collectively, the “Reporting Persons”):

- 1922 Trust Company LTA, not individually, but solely in the capacity as trustee of the trusts listed on Appendix A-1.
- CIBC Trust Company (Bahamas) Limited, not individually, but solely in the capacity as trustee of the trusts listed on .
- Lewis M. Linn, not individually, but solely in the capacity as trustee of 1922 Trust, the sole member of 1922 Trust Company LTA.
- Texas 8-26-22 H Company LP, a Delaware limited partnership. The general partner of Texas 8-26-22 H Company LP is 8-26-22 GP LLC.
- Featherman H Company LP, a Delaware limited partnership. The general partner of Texas 8-26-22 H Company LP is 8-26-22 GP LLC.
- 8-26-22 GP LLC, a Delaware limited liability company and the general partner of Texas 8-26-22 H Company LP and Featherman H Company LP. The sole member of 8-26-22 GP LLC is Texas 8-26-22 Trust 2, one of the trusts listed on Appendix A-1.
- TGFJ H Company LP, a Delaware limited partnership. The general partner of TGFJ H Company LP is TGFJ GP LLC.
- TGFJ GP LLC, a Delaware limited liability company and the general partner of TGFJ H Company LP. The member of TGFJ GP LLC is TGFJ Trust 1, one of the trusts listed on Appendix A-1.

- RKMP H Company LP, a Delaware limited partnership. The general partner of RKMP H Company LP is Julytoon Investments GP LLC.
- LCI H Company LP, a Delaware limited partnership. The general partner of LCI H Company LP is Julytoon Investments GP LLC.
- Julytoon Investments GP LLC, a Delaware limited liability company and the general partner of RKMP H Company LP and LCI H Company LP. The member of Julytoon Investments GP LLC is Snicky Trust, one of the trusts listed on [Appendix A-1](#).

The addresses of the principal business and principal office of the Reporting Persons are as follows:

- For 1922 Trust Company LTA, not individually, but solely in the capacity as trustee of the trusts listed on [Appendix A-1](#), 3555 Timmons Lane, Suite 800, Houston, Texas 77027.
- For CIBC Trust Company (Bahamas) Limited, not individually, but solely in the capacity as trustee of the trusts listed on [Appendix A-2](#), P.O. Box N-3933, Goodman's Bay Corporate Centre, West Bay Street, Nassau, Bahamas.
- For Lewis M. Linn, not individually, but solely in the capacity as trustee of 1922 Trust, 3555 Timmons Lane, Suite 800, Houston, Texas 77027.
- For the other Reporting Persons, c/o Lewis M. Linn, 3555 Timmons Lane, Suite 800, Houston, Texas 77027.

On February 28, 2013, Lewis M. Linn resigned as trustee of the trusts listed on Appendix A-1 and was replaced by 1922 Trust Company LTA. Lewis M. Linn is the trustee of 1922 Trust, the sole member of 1922 Trust Company LTA.

On February 28, 2013, Leonard J. Loventhal resigned as co-trustee of the following trusts listed on Appendix A-2: Elsinore Trust, Harlan Trust, LaDini B Trust, Jon Jacob B Trust, Jaybird B Trust, Banana B Trust and ZAP B Trust.

The Reporting Persons are principally engaged in the business of investing the assets of the trusts (directly or through entities owned by such trusts) for the benefit of the beneficiaries of such trusts.

The Reporting Persons have entered into an amended Joint Filing Agreement, dated as of February 25, 2015, a copy of which is attached as Exhibit 1 to this Amendment No. 3.

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 other persons referred to on [Schedule B](#) attached to this Schedule 13D (the "[Separately Filing Group Members](#)"). The Separately Filing Group Members have filed separate Schedule 13Ds pursuant to Rule 13d-1(k)(2) under the Act. [Schedule B](#) attached to this Schedule 13D sets forth certain information concerning the Separately Filing Group Members, which information is based solely on the information contained in the Schedule 13Ds filed by the Separately Filing Group Members.

(d) During the last five years, none of the Reporting Persons has been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).

(e) During the last five years, none of the Reporting Persons has been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

Item 4. Purpose of the Transaction

Item 4 of the Schedule 13D is hereby supplemented by inserting the following at the end of such Item:

On February 24, 2015, TGFJ H Company LP and RKMP H Company LP, each a Reporting Person, entered into a Purchase and Sale Agreement with the Issuer pursuant to which the Issuer agreed to purchase an aggregate of 750,000 shares of Class B Common Stock from those Reporting Persons at a price of \$59.5389 per share, which represents the volume weighted average price for the Class A Common Stock for the three trading-day period ending February 23, 2015 as reported by Bloomberg, for an aggregate purchase price of \$44,654,175. The closing of such transactions occurred on February 25, 2015.

155,921 shares of Class B Common Stock held by trusts for the benefit of Daniel F. Pritzker that were previously reported on the Schedule 13D filed by a Separately Filing Group Member, CIBC Trust Company (Bahamas) Limited, in its capacity as trustee of the Non-U.S. Situs Trusts, are now being reported on this Schedule 13D. There has been no change in beneficial ownership in connection with such shares now being reported by the Reporting Persons.

Item 5. Interest in Securities of the Issuer

Clauses (a)-(b) of Item 5 of the Schedule 13D are hereby amended and restated in their entirety as follows and clause (c) of Item 5 of the Schedule 13D is hereby supplemented by inserting the following at the end thereof:

(a)-(b) As of the date hereof, the Reporting Persons in the aggregate may be deemed to be the beneficial owners of 8,285,378 shares of Class A Common Stock issuable upon conversion of 8,285,378 shares of Class B Common Stock beneficially owned by the Reporting Persons. The number of shares of Class B Common Stock beneficially owned by the Reporting Persons represents 7.5% of the total number of shares of Class B Common Stock outstanding. The number of shares of Common Stock beneficially owned by the Reporting Persons represents 5.6% of the total number of shares of Common Stock outstanding and 7.2% 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 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.

Based solely on the information contained in the Schedule 13Ds filed by the Separately Filing Group Members, as set forth in Schedule B described below, as of the date hereof, the Pritzker Family Group in the aggregate may be deemed to be the beneficial owners of 24,429 shares of currently issued Class A Common Stock and 85,543,377 shares of Class A Common Stock issuable upon conversion of 85,543,377 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 77.3% 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 58.0% of the total number of shares of Common Stock outstanding and 74.8% 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 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 Separately Filing Group Member. All such information is based solely on the information contained in the Schedule 13Ds filed by the Separately Filing Group Members.

All references to the number of shares outstanding are as of January 31, 2015, as reported in the Issuer's Annual Report on Form 10-K for the fiscal year ended December 31, 2014, as adjusted to account for an aggregate of 750,000 shares of Class B Common Stock that were repurchased by the Issuer from the Reporting Persons on February 25, 2015 (the "Repurchase"). The information set forth in this Schedule 13D, including Schedule A and Schedule B hereto, with respect to the percentage of shares of Class A Common Stock beneficially owned is based on 36,880,550 shares of Class A Common Stock outstanding as of January 31, 2015, assuming that no outstanding shares of Class B Common Stock have been converted into shares of Class A Common Stock. The information with respect to the percentage of shares of Class B Common Stock beneficially owned is based on 110,655,463 shares of Class B Common Stock outstanding as of January 31, 2015, as adjusted to account for the Repurchase. Each share of Class B Common Stock is convertible at any time into one share of Class A Common Stock. The information shown with respect to the percentage of total Common Stock beneficially owned is based on 147,536,013 shares of Common Stock outstanding as of January 31, 2015, as adjusted to account for the Repurchase. The information with respect to the percentage of total voting power is based on 36,880,550 shares of Class A Common Stock and 110,655,463 shares of Class B Common Stock outstanding as of January 31, 2015, as adjusted to account for the Repurchase, and assumes that no outstanding shares of Class B Common Stock have been converted into shares of Class A Common Stock. 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.

Each Reporting Person disclaims beneficial ownership of the shares held by any other Reporting Person or any of the Separately Filing Group Members. The filing of this Schedule 13D shall not be construed as an admission that any of the Reporting Persons are, for purposes of Section 13(d) of the Act or otherwise, the beneficial owner of shares held by any other Reporting Person or any of the Separately Filing Group Members.

(c) As described in Item 4 above, on February 24, 2015, TGFJ H Company LP and RKMP H Company LP, each a Reporting Person, entered into a Purchase and Sale Agreement with the Issuer pursuant to which the Issuer agreed to purchase an aggregate of 750,000 shares of Class B Common Stock from those Reporting Persons at a price of \$59.5389 per share, which represents the volume weighted average price for the Class A Common Stock for the three trading-day period ending February 23, 2015 as reported by Bloomberg, for an aggregate purchase price of \$44,654,175. The closing of such transactions occurred on February 25, 2015.

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

Item 6 of the Schedule 13D is hereby supplemented by inserting the following at the end of such Item:

On November 3, 2014, Featherman H Company LP, BKMP H Company LP, RKMP H Company LP and Texas 8-26-22 H Company LP, each a Reporting Person at the time of the sale, entered into a Purchase and Sale Agreement with the Issuer pursuant to which the Issuer agreed to purchase an aggregate of 1,122,000 shares of Class B Common Stock at a price of \$60.1987 per share, which represents the volume weighted average price for the Class A Common Stock for the three trading-day period ending October 31, 2014 as reported by Bloomberg, for an aggregate purchase price of \$67,542,941. The closing of such transactions occurred on November 4, 2014.

On February 24, 2015, TGFJ H Company LP and RKMP H Company LP, each a Reporting Person, entered into a Purchase and Sale Agreement with the Issuer pursuant to which the Issuer agreed to purchase an aggregate of 750,000 shares of Class B Common Stock from those Reporting Persons at a price of \$59.5389 per share, which represents the volume weighted average price for the Class A Common Stock for the three trading-day period ending February 23, 2015 as reported by Bloomberg, for an aggregate purchase price of \$44,654,175. The closing of such transactions occurred on February 25, 2015.

The summary of the Purchase and Sale Agreements contained in this Item 6 is qualified in its entirety by reference to the text of the Purchase and Sale Agreements, copies of which are filed as Exhibits 6, 7, 8, 9, 10 and 11 to this Amendment No. 3 and incorporated herein by reference.

Item 7. Material to Be Filed as Exhibits

- Exhibit 1 Joint Filing Agreement, dated as of February 25, 2015, by and among 1922 Trust, Texas 8-26-22 Trust 2, The Featherman Trust, TGFJ Trust 1, Revocable KMP Trust, LaDini Trust, Jon Jacob Trust, Jaybird Trust, Banana Trust, ZAP Trust, Elsinore Trust, Harlan Trust, LaDini B Trust, Jon Jacob B Trust, Jaybird B Trust, Banana B Trust, ZAP B Trust, Texas 8-26-22 H Company LP, Featherman H Company LP, 8-26-22 GP LLC, TGFJ H Company LP, TGFJ GP LLC, RKMP H Company LP, LCI H Company LP, Julytoon Investments GP LLC and Snicky Trust, pursuant to Rule 13d-1(k) of the Securities Exchange Act of 1934, as amended. Filed herewith.
- Exhibit 2 Amended and Restated Global Hyatt Agreement, dated as of October 1, 2009, by and among each of the signatories thereto (incorporated by reference to Exhibit 2 to the Schedule 13D filed by Thomas J. Pritzker, Marshall E. Eisenberg and Karl J. Breyer, not individually, but solely as co-trustees of the U.S. Situs Trusts on August 26, 2010).
- Exhibit 3 Amended and Restated Foreign Global Hyatt Agreement, dated as of October 1, 2009, by and among each of the signatories thereto (incorporated by reference to Exhibit 1 to the Schedule 13D filed by CIBC Trust Company (Bahamas) Limited, solely as trustee of each of the separate Non-U.S. Situs Trusts on August 26, 2010).
- Exhibit 4 Hyatt Hotels Corporation Registration Rights Agreement, dated as of October 12, 2009, by and among each of the signatories thereto (incorporated by reference to Exhibit 4.5 to Amendment 3 to the Form S-1 Registration Statement filed by Hyatt Hotels Corporation on October 15, 2009).
- Exhibit 5 Secretary's Certificate evidencing authority of the signatories of CIBC Trust Company (Bahamas) Limited (incorporated by reference to Exhibit 7 to the Schedule 13D filed by CIBC Trust Company (Bahamas) Limited, solely as trustee of each of the separate Non-U.S. Situs Trusts on August 26, 2010).
- Exhibit 6 Purchase and Sale Agreement, dated as of November 3, 2014, between the Issuer and Featherman H Company LP (incorporated by reference to Exhibit 99.1 to the Form 8-K filed by the Issuer on November 5, 2014).
- Exhibit 7 Purchase and Sale Agreement, dated as of November 3, 2014, between the Issuer and BKMP H Company LP (incorporated by reference to Exhibit 99.2 to the Form 8-K filed by the Issuer on November 5, 2014).
- Exhibit 8 Purchase and Sale Agreement, dated as of November 3, 2014, between the Issuer and RKMP H Company LP (incorporated by reference to Exhibit 99.3 to the Form 8-K filed by the Issuer on November 5, 2014).
- Exhibit 9 Purchase and Sale Agreement, dated as of November 3, 2014, between the Issuer and Texas 8-26-22 H Company LP (incorporated by reference to Exhibit 99.4 to the Form 8-K filed by the Issuer on November 5, 2014).
- Exhibit 10 Purchase and Sale Agreement, dated as of February 24, 2015, between the Issuer and TGFJ H Company LP. Filed herewith.
- Exhibit 11 Purchase and Sale Agreement, dated as of February 24, 2015, between the Issuer and RKMP H Company LP. Filed herewith.

Texas 8-26-22 H Company LP
By: 8-26-22 GP LLC, its general partner

By: _____ /s/ L EWIS M. L INN
Name: Lewis M. Linn
Title: Manager

Featherman H Company LP
By: 8-26-22 GP LLC, its general partner

By: _____ /s/ L EWIS M. L INN
Name: Lewis M. Linn
Title: Manager

8-26-22 GP LLC

By: _____ /s/ L EWIS M. L INN
Name: Lewis M. Linn
Title: Manager

TGFJ H Company LP
By: TGFJ GP LLC, its general partner

By: _____ /s/ L EWIS M. L INN
Name: Lewis M. Linn
Title: Manager

TGFJ GP LLC

By: _____ /s/ L EWIS M. L INN
Name: Lewis M. Linn
Title: Manager

RKMP H Company LP
By: Julytoon Investments GP LLC, its general partner

By: _____ /s/ L EWIS M. L INN
Name: Lewis M. Linn
Title: Manager

[Signature Page to Schedule 13D]

LCI H Company LP

By: Julytoon Investments GP LLC, its general partner

By: _____ /s/ L EWIS M. L INN

Name: Lewis M. Linn

Title: Manager

Julytoon Investments GP LLC

By: _____ /s/ L EWIS M. L INN

Name: Lewis M. Linn

Title: Manager

[Signature Page to Schedule 13D]

Appendix A-1

Texas 8-26-22 Trust 2

The Featherman Trust

TGFJ Trust 1

Revocable KMP Trust

LaDini Trust

Jon Jacob Trust

Jaybird Trust

Banana Trust

ZAP Trust

Snicky Trust

Appendix A-2

Elsinore Trust

Harlan Trust

LaDini B Trust

Jon Jacob B Trust

Jaybird B Trust

Banana B Trust

ZAP B Trust

Settlement 1740 Trust #29

Settlement T-551-3

Schedule A**Certain Information Regarding the Reporting Persons ¹**

Name of Beneficial Owner	Class A		Class B		% of Total	% of Total
	Common Stock ²		Common Stock ³		Common	Voting
	Shares	% of Class A	Shares	% of Class B	Stock ⁴	Power ⁵
1922 Trust Company LTA, not individually, but solely as trustee of the trusts listed on <u>Appendix A-1</u> .	—	—	6,569,951	5.9%	4.5%	5.7%
Lewis M. Linn, not individually, but solely as trustee of 1922 Trust	—	—	6,569,951	5.9%	4.5%	5.7%
CIBC Trust Company (Bahamas) Limited, not individually, but solely as trustee of the trusts listed on <u>Appendix A-2</u> .	—	—	1,715,427	1.6%	1.2%	1.5%
Texas 8-26-22 H Company	—	—	1,778,132	1.6%	1.2%	1.6%
Featherman H Company LP	—	—	3,746,719	3.4%	2.5%	3.3%
8-26-22 GP LLC	—	—	5,524,851	5.0%	3.7%	4.8%
TGFJ H Company LC	—	—	755,000	0.7%	0.5%	0.7%
TGFJ GP LLC	—	—	755,000	0.7%	0.5%	0.7%
RKMP H Company LP	—	—	136,480	0.1%	0.1%	0.1%
LCI H Company LP	—	—	153,620	0.1%	0.1%	0.1%
Julytoon Investments GP LLC	—	—	290,100	0.3%	0.2%	0.3%

- 1 All references to the number of shares outstanding are as of January 31, 2015, as reported in the Issuer's Annual Report on Form 10-K for the fiscal year ended December 31, 2014, as adjusted to account for the Repurchase.
- 2 The information shown in the table with respect to the percentage of Class A Common Stock beneficially owned is based on 36,880,550 shares of the Class A Common Stock outstanding as of January 31, 2015, assuming that no outstanding shares of Class B Common Stock have been converted into shares of Class A Common Stock.
- 3 The information shown in the table with respect of the percentage of Class B Common Stock beneficially owned is based on 110,655,463 shares of Class B Common Stock outstanding as of January 31, 2015, as adjusted to account for the Repurchase.
- 4 The information shown in the table with respect to the percentage of total Common Stock beneficially owned is based on 36,880,550 shares of Class A Common Stock and 110,655,463 shares of Class B Common Stock outstanding as of January 31, 2015, as adjusted to account for the Repurchase.
- 5 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 January 31, 2015, as adjusted to account for the Repurchase, which is comprised of 36,880,550 shares of Class A Common Stock and 110,655,463 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 ¹**

Separately Filing Group Member	Class A		Class B		% of Total	% of Total
	Common Stock ²		Common Stock ³		Common	Voting
	Shares	% of Class A	Shares	% of Class B	Stock ⁴	Power ⁵
Trustee of the Non-U.S. Situs Trusts ⁶	—	—	882,956	0.8%	0.6%	0.8%
Trustees of the Thomas J. Pritzker Family Trusts and Other Reporting Persons ⁷	1,410	*	22,520,767	20.4%	15.3%	19.7%
Trustees of the Nicholas J. Pritzker Family Trusts and Other Reporting Persons ⁸	—	—	1,409,437	1.3%	1.0%	1.2%
Trustees of the James N. Pritzker Family Trusts ⁹	8,470	*	2,319,002	2.1%	1.6%	2.0%
Trustees of the John A. Pritzker Family Trusts ¹⁰	—	—	—	—	—	—
Trustees of the Linda Pritzker Family Trusts ¹¹	—	—	—	—	—	—

1 All references to the number of shares outstanding are as of January 31, 2015, as reported in the Issuer's Annual Report on Form 10-K for the fiscal year ended December 31, 2014, as adjusted to account for the Repurchase.

2 The information shown in the table with respect to the percentage of Class A Common Stock beneficially owned is based on 36,880,550 shares of the Class A Common Stock outstanding as of January 31, 2015, assuming that no outstanding shares of Class B Common Stock have been converted into shares of Class A Common Stock.

3 The information shown in the table with respect to the percentage of Class B Common Stock beneficially owned is based on 110,655,463 shares of Class B Common Stock outstanding as of January 31, 2015, as adjusted to account for the Repurchase.

4 The information shown in the table with respect to the percentage of total Common Stock beneficially owned is based on 36,880,550 shares of Class A Common Stock and 110,655,463 shares of Class B Common Stock outstanding as of January 31, 2015, as adjusted to account for the Repurchase.

5 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 January 31, 2015, as adjusted to account for the Repurchase, which is comprised of 36,880,550 shares of Class A Common Stock and 110,655,463 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.

6 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.

7 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 119,707 stock appreciation rights ("SARs") that are currently exercisable at an exercise price of \$40.96, 127,410 SARs that are currently exercisable at an exercise price of \$41.74, 105,450 SARs that are currently exercisable at an exercise price of \$41.29, 103,690 SARs that are currently exercisable at an exercise price of \$43.44 and 35,047 SARs that are currently exercisable at an exercise price of \$49.39. 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.

8 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.

9 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.

10 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.

11 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.

	Class A		Class B		% of Total	% of Total
	Common Stock ²		Common Stock ³		Common	Voting
	Shares	% of Class A	Shares	% of Class B	Stock ⁴	Power ⁵
Separately Filing Group Member						
Trustees of the Karen L. Pritzker Family Trusts ¹²	—	—	8,584,104	7.8%	5.8%	7.5%
Trustees of the Penny Pritzker Family Trusts and Other Reporting Persons ¹³	14,549	*	10,465,797	9.5%	7.1%	9.2%
Trustees of the Daniel F. Pritzker Family Trusts ¹⁴	—	—	8,129,457	7.5%	5.6%	7.2%
Trustees of the Anthony N. Pritzker Family Trusts ¹⁵	—	—	6,186,817	5.6%	4.2%	5.4%
Trustees of the Gigi Pritzker Pucker Family Trusts and Other Reporting Persons ¹⁶	—	—	18,837,636	17.0%	12.8%	16.5%
Trustees of the Jay Robert Pritzker Family Trusts ¹⁷	—	—	6,051,483	5.5%	4.1%	5.3%
Pritzker Family Group Totals	24,429	*	85,543,377	77.3%	58.0%	74.8%

* Less than 1% beneficial ownership

- 12 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.
- 13 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.
- 14 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.
- 15 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.
- 16 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, which includes information regarding the filer's jurisdiction of organization, principal business, and address of principal office.
- 17 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.

Exhibit 1

JOINT FILING AGREEMENT

In accordance with Rule 13d-1(k) under the Securities Exchange Act of 1934, as amended, the undersigned agree to the joint filing on behalf of each of them of a statement on Schedule 13D with respect to the Class A Common Stock, \$0.01 par value per share, of Hyatt Hotels Corporation beneficially owned by them on a combined basis, and further agree that this Joint Filing Agreement shall be included as an Exhibit to such joint filing. The undersigned further agree that any amendments to such statement on Schedule 13D shall be filed jointly on behalf of each of them without the necessity of entering into additional joint filing agreements.

The undersigned further agree that each party hereto is responsible for timely filing of such statement on Schedule 13D and any amendments thereto, and for the completeness and accuracy of the information concerning such party contained therein; provided that no party is responsible for the completeness or accuracy of the information concerning any other party, unless such party knows or has reason to believe that such information is inaccurate.

The undersigned shall not be deemed to admit that the undersigned was required to file a statement on Schedule 13D by reason of entering into this Joint Filing Agreement.

This Joint Filing Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original instrument, but all of such counterparts together shall constitute but one agreement.

When this Joint Filing Agreement is executed by a trustee of a trust, such execution is by the trustee, not individually, but solely as trustee in the exercise of and under the power and authority conferred upon and invested in such trustee, and it is expressly understood and agreed that nothing contained in this Joint Filing Agreement shall be construed as granting any power over a trustee's individual affairs or imposing any liability on any such trustee personally for breaches of any representations or warranties made hereunder or personally to pay any amounts required to be paid hereunder, or personally to perform any covenant, either express or implied, contained herein. Any liability of a trust or trustee hereunder shall not be a personal liability of any trustee, grantor or beneficiary thereof, and any recourse against a trustee shall be solely against the assets of the pertinent trust.

Signature Page Follows

In evidence thereof the undersigned, being duly authorized, hereby execute this Joint Filing Agreement as of this 25th day of February, 2015.

1922 Trust Company LTA, not individually, but solely as trustee of Texas 8-26-22 Trust 2, The Featherman Trust, TGFJ Trust 1, Revocable KMP Trust, LaDini Trust, Jon Jacob Trust, Jaybird Trust, Banana Trust, ZAP Trust and Snicky Trust

By: _____ /s/ L EWIS M. L INN
Name: Lewis M. Linn
Title: President

Lewis M. Linn, not individually, but solely as trustee of 1922 Trust

By: _____ /s/ L EWIS M. L INN
Name: Lewis M. Linn
Title: Trustee

CIBC Trust Company (Bahamas) Limited , not individually, but solely as a trustee of Elsinore Trust, Harlan Trust, LaDini B Trust, Jon Jacob B Trust, Jaybird B Trust, Banana B Trust, ZAP B Trust, Settlement 1740 Trust #29 and Settlement T-551-3

By: _____ /s/ H ELEN M. C ARROLL
Name: Helen M. Carroll
Title: Authorized Signatory

By: _____ /s/ L INDA G. W ILLIAMS
Name: Linda G. Williams
Title: Authorized Signatory

Texas 8-26-22 H Company LP
By: 8-26-22 GP LLC, its general partner

By: _____ /s/ L EWIS M. L INN
Name: Lewis M. Linn
Title: Manager

[Signature Page to Joint Filing Agreement]

Featherman H Company LP
By: 8-26-22 GP LLC, its general partner

By: _____ /s/ L EWIS M. L INN
Name: Lewis M. Linn
Title: Manager

8-26-22 GP LLC

By: _____ /s/ L EWIS M. L INN
Name: Lewis M. Linn
Title: Manager

TGFJ H Company LP
By: TGFJ GP LLC, its general partner

By: _____ /s/ L EWIS M. L INN
Name: Lewis M. Linn
Title: Manager

TGFJ GP LLC

By: _____ /s/ L EWIS M. L INN
Name: Lewis M. Linn
Title: Manager

RKMP H Company LP
By: Julytoon Investments GP LLC, its general partner

By: _____ /s/ L EWIS M. L INN
Name: Lewis M. Linn
Title: Manager

LCI H Company LP
By: Julytoon Investments GP LLC, its general partner

By: _____ /s/ L EWIS M. L INN
Name: Lewis M. Linn
Title: Manager

Julytoon Investments GP LLC

By: _____ /s/ L EWIS M. L INN
Name: Lewis M. Linn
Title: Manager

[Signature Page to Joint Filing Agreement]

Exhibit 10

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (this “Agreement”) is entered into by and between TGFJ H Company LP, a Delaware limited partnership (the “Seller”), and Hyatt Hotels Corporation, a Delaware corporation (the “Purchaser” or the “Company”), as of February 24, 2015. 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 an aggregate of 570,000 shares (the “Subject Shares”) of the Class B Common Stock, par value \$0.01 per share, of the Company; and

WHEREAS, the Seller desires to sell and the Purchaser desires to purchase the Subject Shares for a price per share of \$59.5389, 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. 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 \$59.5389 per share, which represents the Volume Weighted Average Price for the Class A common stock, par value \$0.01 per share, of the Company for the three (3) trading-day period ending February 23, 2015 as reported by Bloomberg, resulting in a total Purchase Price of \$33,937,173.00 due to the Seller from the Purchaser (the “Purchase Price”), and which shall be payable in cash at the closing of such sale in accordance with the provisions of Section 3 hereof.

2. Closing. The closing of the transactions contemplated by this Agreement (the “Closing”) shall take place at the offices of Latham & Watkins LLP, 330 North Wabash Avenue, Suite 2800, Chicago, Illinois 60611, on February 24, 2015, 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 the 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, as necessary, Medallion Guarantees.

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.

(a) Power, Legal, Valid and Binding Obligations. The Seller (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 transactions 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 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 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 Seller 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 Seller 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 Seller of this Agreement or any Ancillary Document to which it is or will be a party other than such approvals, consents, waivers or filings previously obtained or made.

(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 & Restated Global Hyatt Agreement dated October 1, 2009 and under the Company’s Amended and Restated Certificate of Incorporation (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 the 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 the Subject Shares. The Seller 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 the Company 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 its business or financial knowledge and experience, of evaluating the merits and risks of the sale of the Subject Shares and of protecting its own interest in connection with the sale of the Subject Shares, and the Seller 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 Seller 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, it is not relying on any representation or warranty made by the Purchaser in connection with its decision to sell the Subject Shares to the Purchaser.

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 incorporated and validly existing corporation 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 other than such approvals, consents, waivers or filings previously obtained or made.

(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 transactions 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 commission 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) Non-Public Information. Purchaser acknowledges that it has not provided any information that currently constitutes material, non-public information relating to the Company to the Seller, and further acknowledges that the Seller has not requested any such information from the Company. The Purchaser represents that its purchase of the Subject Shares is being made during an "open window" period under the Hyatt Hotels Corporation Insider Trading Compliance Program.

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 the 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 Party 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 on 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 page follows.

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

SELLER:

TGFJ H COMPANY LP , a Delaware limited partnership

By: TGFJ GP LLC, its General Partner

By: /s/ Lewis M. Linn

Name: Lewis M. Linn

Title: President

Address: 3555 Timmons Lane, Suite 800
Houston, Texas 77027
Facsimile No.: 713-623-2317

[Signature Page to Purchase and Sale Agreement – TGFJ H Company LP]

PURCHASER:

HYATT HOTELS CORPORATION, a Delaware corporation

By: /s/ Mark S. Hoplamazian

Name: Mark S. Hoplamazian

Title: President and Chief Executive Officer

Address: 71 S. Wacker Drive, 12th Floor

Chicago, Illinois 60606

Facsimile No.: (312) 780-5282

[Signature Page to Purchase and Sale Agreement – TGFJ H Company LP]

Exhibit 11

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (this “Agreement”) is entered into by and between RKMP H Company LP, a Delaware limited partnership (the “Seller”), and Hyatt Hotels Corporation, a Delaware corporation (the “Purchaser” or the “Company”), as of February 24, 2015. 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 an aggregate of 180,000 shares (the “Subject Shares”) of the Class B Common Stock, par value \$0.01 per share, of the Company; and

WHEREAS, the Seller desires to sell and the Purchaser desires to purchase the Subject Shares for a price per share of \$59.5389, 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. 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 \$59.5389 per share, which represents the Volume Weighted Average Price for the Class A common stock, par value \$0.01 per share, of the Company for the three (3) trading-day period ending February 23, 2015 as reported by Bloomberg, resulting in a total Purchase Price of \$10,717,002.00 due to the Seller from the Purchaser (the “Purchase Price”), and which shall be payable in cash at the closing of such sale in accordance with the provisions of Section 3 hereof.

2. Closing. The closing of the transactions contemplated by this Agreement (the “Closing”) shall take place at the offices of Latham & Watkins LLP, 330 North Wabash Avenue, Suite 2800, Chicago, Illinois 60611, on February 24, 2015, 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 the 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, as necessary, Medallion Guarantees.

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.

(a) Power, Legal, Valid and Binding Obligations. The Seller (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 transactions 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 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 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 Seller 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 Seller 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 Seller of this Agreement or any Ancillary Document to which it is or will be a party other than such approvals, consents, waivers or filings previously obtained or made.

(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 & Restated Global Hyatt Agreement dated October 1, 2009 and under the Company’s Amended and Restated Certificate of Incorporation (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 the 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 the Subject Shares. The Seller 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 the Company 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 its business or financial knowledge and experience, of evaluating the merits and risks of the sale of the Subject Shares and of protecting its own interest in connection with the sale of the Subject Shares, and the Seller 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 Seller 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, it is not relying on any representation or warranty made by the Purchaser in connection with its decision to sell the Subject Shares to the Purchaser.

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 incorporated and validly existing corporation 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 other than such approvals, consents, waivers or filings previously obtained or made.

(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 transactions 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 commission 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) Non-Public Information. Purchaser acknowledges that it has not provided any information that currently constitutes material, non-public information relating to the Company to the Seller, and further acknowledges that the Seller has not requested any such information from the Company. The Purchaser represents that its purchase of the Subject Shares is being made during an "open window" period under the Hyatt Hotels Corporation Insider Trading Compliance Program.

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 the 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 Party 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 on 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 page follows.

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

SELLER:

RKMP H COMPANY LP , a Delaware limited partnership

By: Julytoon Investments GP LLC, its General Partner

By: /s/ Lewis M. Linn

Name: Lewis M. Linn

Title: President

Address: 3555 Timmons Lane, Suite 800

Houston, Texas 77027

Facsimile No.: 713-623-2317

[Signature Page to Purchase and Sale Agreement – RKMP H Company LP]

PURCHASER:

HYATT HOTELS CORPORATION, a Delaware
corporation

By: /s/ Mark S. Hoplamazian

Name: Mark S. Hoplamazian

Title: President and Chief Executive Officer

Address: 71 S. Wacker Drive, 12th Floor
Chicago, Illinois 60606
Facsimile No.: (312) 780-5282

[Signature Page to Purchase and Sale Agreement – RKMP H Company LP]