

SECURITIES AND EXCHANGE COMMISSION

FORM 8-K/A

Current report filing [amend]

Filing Date: **2006-01-05** | Period of Report: **2005-12-28**
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FILER

Inland American Real Estate Trust, Inc.

CIK: **1307748** | IRS No.: **342019608** | State of Incorp.: **MD** | Fiscal Year End: **1231**
Type: **8-K/A** | Act: **34** | File No.: **000-51609** | Film No.: **06513397**
SIC: **6798** Real estate investment trusts

Mailing Address
2901 BUTTERFIELD ROAD
OAK BROOK IL 60523

Business Address
2901 BUTTERFIELD ROAD
OAK BROOK IL 60523
630-218-8000

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

FORM 8-K/A

(Amendment No. 1)

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report: **December 28, 2005**

(Date of earliest event reported)

Inland American Real Estate Trust, Inc.

(Exact name of registrant as specified in its charter)

Maryland

(State or other jurisdiction of
incorporation)

000-51609

(Commission File No.)

34-2019608

(IRS Employer Identification No.)

2901 Butterfield Road

Oak Brook, Illinois 60523

(Address of Principal Executive Offices)

(630) 218-8000

(Registrant's telephone number including area code)

Not Applicable

(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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EXPLANATORY NOTE

This Amendment No. 1 on Form 8-K/A is being filed solely to amend the Item 9 disclosure contained in the Current Report on Form 8-K previously filed by Inland American Real Estate Trust, Inc., a Maryland corporation (the "Company"), with the Securities and Exchange Commission on January 4, 2006 (the "Initial Form 8-K"). Specifically, the Company is amending and restating the Item 9.01(c) disclosure in the Initial Form 8-K as Item 9.01(d) disclosure herein and including Exhibits 10.23 and 10.24 filed herewith. The Item 2.01 disclosure and the Item 9.01(a) disclosure contained in the Initial Form 8-K remain unchanged and are hereby incorporated by reference into this Amendment No. 1.

Section 9 - Financial Statements and Exhibits

Item 9.01. Financial Statements, ProForma Financial Information and Exhibits

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
10.9	Assignment (Re: Newquest Portfolio) dated October 11, 2005 (incorporated by reference to Exhibit 10.9 to the Form 8-K dated October 13, 2005 and filed by the Company on December 27, 2005)
10.10	Purchase Agreement (Re: Newquest Portfolio) dated May 18, 2005 (incorporated by reference to Exhibit 10.10 to the Form 8-K dated October 13, 2005 and filed by the Company on December 27, 2005)
10.23	Purchase and Sale Agreement (Membership Interests) (Re: Cinemark 12 - Silverlake) dated December 28, 2005 (filed herewith)
10.24	Assignment and Assumption of Purchase and Sale Agreement (Re: Cinemark 12 - Silverlake) dated September 23, 2005 (filed herewith)

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SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

INLAND AMERICAN REAL ESTATE TRUST, INC.

By: /s/ Lori J. Foust
Name: Lori J. Foust
Title: Treasurer and Principal Accounting Officer
Date: January 5, 2006

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EXHIBIT INDEX

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PURCHASE AND SALE AGREEMENT

(Membership Interests)

This Purchase and Sale Agreement (this "Agreement") is made as of this 26th day of December, 2005 by and between Inland American Acquisitions, Inc., a Delaware corporation ("Seller") and Minto Builders (Florida), Inc., a Florida corporation ("Purchaser").

RECITALS

- A. Seller is the sole member of and owns all of the Membership Interest (the "GP Membership Interest") of Inland American Pearland Silverlake Village GP, L.L.C., a Delaware limited liability company ("GP").
- B. Seller is the sole member of and owns all of the Membership Interest (the "LP Membership Interest") of Inland American Pearland Silverlake Village LP, L.L.C., a Delaware limited liability company ("LP"). The GP Membership Interests and the LP Membership Interests are hereinafter collectively referred to as the "Membership Interests."
- C. Collectively, GP and LP own all the partnership interests in A-S 68 Hwy 288-Silver Lake, LP., a Texas limited partnership (the "Partnership"). The Partnership owns that certain property described as the Cinemark 12 Pearland located in Pearland, Texas.
- D. Seller desires to sell and Purchaser desires to purchase all of the Membership Interest.

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

1. Purchase and Sale. Subject to the terms and conditions of this Agreement, the Seller hereby agrees to sell and assign to Purchaser all of the Membership Interests in and to the LP and GP. Subject to the terms and conditions of this Agreement, Purchaser hereby agrees to purchase from Seller all of the Membership Interests in and to the GP and LP.
 2. Purchase Price. At closing, Purchaser agrees to pay Seller a purchase price of \$9,278,968.70 plus or minus prorations at closing.
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3. Closing. Closing shall occur through an escrow at Chicago Title & Trust Company, Chicago, Illinois on December 28, 2005.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and date first written above.

SELLER:

Inland American Acquisitions, Inc.

By: /s/ Karen M KautzName: Karen M KautzIts: Vice President

PURCHASER:

Minto Builders (Florida), Inc.

By: /s/ Debra A. PalmerName: Debra A. PalmerIts: Assistant Secretary

**ASSIGNMENT AND ASSUMPTION
OF PURCHASE AND SALE AGREEMENT**

This ASSIGNMENT AND ASSUMPTION, OF PURCHASE AND SALE AGREEMENT (this "Assignment") is made and entered into this 23rd day of September, 2005 by Inland Real Estate Acquisitions, Inc., an Illinois Corporation, ("Assignor"), and Inland American Pearland Silverlake Village GP, L.L.C., a Delaware limited liability company and Inland American Silverlake Village LP, L.L.C., a Delaware limited Liability company (collectively the "Assignee").

RECITALS

A. Assignor and the various entities designated therein as sellers have previously entered into that certain Purchase and Sale Agreement dated as of May 18, 2005 (the "Purchase Agreement"), relating to the sale, inter alia, of the equity interests in the entity that owns a certain property commonly known as the Cinemark-12 located in the City of Pearland, Texas (the "Property").

B. Assignor desires to assign an interest in and to the Purchase Agreement to Assignee upon the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the receipt of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration in hand paid by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged by Assignor, the parties hereby agree as follows:

1. Recitals. The foregoing recitals are, by this reference, incorporated into the body of this Assignment as if the same had been set forth in the body hereof in their entirety,
2. Assignment and Assumption. Assignor hereby assigns, conveys, transfers, and sets over to Assignee all of Assignor's right, title, and interest in and to the Purchase Agreement with respect to the acquisition of the equity interests in the entity that currently owns the Property. Assignee hereby accepts the foregoing Assignment and assumes, and agrees to perform, all duties, obligations, liabilities, indemnities, covenants, and agreements of Assignor set forth in the Purchase Agreement with respect to the acquisition of the equity interests in the entity that currently owns the Property.
3. Counterparts. This document may be executed in any number of counterparts, each of which may be executed by any one or more of the parties hereto, but all of which must constitute one instrument and shall be binding and effective when all parties hereto have executed at least one counterpart.
4. Successors. This Assignment shall be binding upon and for the benefit of the parties hereto and their respective Successors and Assigns.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as of the day and year first written above.

ASSIGNOR:

INLAND REAL ESTATE ACQUISITIONS, INC.,
An Illinois Corporation

By: /s/ Karen Kautz

Name: Karen Kautz

Title: Sr. Vice President

ASSIGNEE:

By: Inland American Pearland Silverlake Village GP, L.L.C.,
a Delaware limited liability company, its general partner

By: Inland American Acquisitions, Inc.,
a Delaware corporation, its sole member

By: /s/ Karen Kautz
Name: Karen Kautz
Title: Sr. Vice President

By: Inland American Pearland Silverlake Village LP, L.L.C.,
a Delaware limited liability company, its general partner

By: Inland American Acquisitions, Inc.,
a Delaware corporation, its sole member

By: /s/ Karen Kautz
Name: Karen Kautz
Title: Sr. Vice President