

Final Terms dated 7 December 2009

InterContinental Hotels Group PLC
Issue of £250,000,000 6.00 per cent. Callable Notes due 9 December 2016
under the £750,000,000
Euro Medium Term Note Programme

unconditionally and irrevocably guaranteed by
Six Continents Limited
and
InterContinental Hotels Limited

PART A - CONTRACTUAL TERMS

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions (the “**Conditions**”) set forth in the Base Prospectus dated 27 November 2009 which constitutes a base prospectus (the “**Base Prospectus**”) for the purposes of Directive 2003/71/EC (the “**Prospectus Directive**”). This document constitutes the Final Terms of the Notes described herein for the purposes of Article 5.4 of the Prospectus Directive. These Final Terms contain the final terms of the Notes and must be read in conjunction with such Base Prospectus.

Full information on the Issuer, the Guarantors and the offer of the Notes described herein is only available on the basis of the combination of these Final Terms and the Base Prospectus. The Base Prospectus is available for viewing at www.ihgplc.com.

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| 1. | (i) Issuer: | InterContinental Hotels Group PLC |
| | (ii) Guarantor(s): | Six Continents Limited and InterContinental Hotels Limited |
| 2. | (i) Series Number | 1 |
| | (ii) Tranche Number | 1 |
| 3. | Specified Currency or Currencies: | Pounds Sterling (“£”) |
| 4. | Aggregate Nominal Amount: | |
| | (i) Series | £250,000,000 |
| | (ii) Tranche | £250,000,000 |
| 5. | Issue Price: | 99.465 per cent. of the Aggregate Nominal Amount |
| 6. | (i) Specified Denominations: | £50,000 and integral multiples of £1,000 in excess thereof up to and including £99,000. Definitive Notes will not be issued in denominations in excess of £99,000. |
| | (ii) Calculation Amount | £1,000 |
| | (iii) Issue Date: | 9 December 2009 |
| | (iv) Interest Commencement Date: | Issue Date |
| 7. | Maturity Date: | 9 December 2016 |

8.	Interest Basis:	6.00 per cent. Fixed Rate (further particulars specified below)
9.	Redemption/Payment Basis:	Redemption at par
10.	Change of Interest or Redemption/Payment Basis:	Not Applicable
11.	Put/Call Options:	Change of Control Put Option Call Option (further particulars specified below)
12.	Status of the Notes:	Senior
13.	Date Board and Committee approval for issuance of Notes obtained:	Approved by the Board of Directors on 17 September 2009 and by a duly appointed committee of the Board of Directors on 24 November 2009
14.	Method of distribution:	Syndicated

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

15.	Fixed Rate Note Provisions	Applicable
(i)	Rate of Interest:	6.00 per cent. per annum payable annually in arrear, subject to the provisions relating to any Step Up Rating Change or Step Down Rating Change, as set out in Annex A
(ii)	Interest Payment Date(s):	9 December in each year from and including 9 December 2010 to, and including, the Maturity Date
(iii)	Fixed Coupon Amounts:	£60.00 per Calculation Amount
(iv)	Broken Amount(s):	Not applicable
(v)	Day Count Fraction:	Actual/Actual (ICMA)
(vi)	Determination Dates:	9 December in each year
(vii)	Other terms relating to the method of calculating interest for Fixed Rate Notes:	Not Applicable
16.	Floating Rate Note Provisions	Not Applicable
17.	Zero Coupon Note Provisions	Not Applicable
18.	Index-linked Interest Note Provisions	Not Applicable
19.	Dual Currency Note Provisions	Not Applicable

PROVISIONS RELATING TO REDEMPTION

20.	Call Option	Applicable
(i)	Optional Redemption Date(s):	Any date up to 30 days prior to the Maturity Date
(ii)	Optional Redemption Amount(s) of each Note and method, if any, of calculation of such amount(s):	See Annex B hereto
(iii)	If redeemable in part:	
	(a) Minimum Redemption Amount:	Not Applicable
	(b) Maximum Redemption Amount:	Not Applicable
(iv)	Notice period:	As set out in the Conditions
21.	Put Option	Not Applicable
22.	Change of Control Put Option	Applicable
(i)	Change of Control Optional Redemption Date:	Seven (7) Payment Business Days after the expiration of Change of Control Put Period
(ii)	Change of Control Optional Redemption Amount and method, if any, of calculation of such amount, if different from that set out in the Conditions:	As set out in the Conditions
23.	Final Redemption Amount of each Note	£1,000 per Calculation Amount
24.	Early Termination Amount	
	Early Redemption Amount (Tax) and Early Termination Amount per Calculation Amount payable on redemption for taxation reasons or, as the case may be, on event of default and/or the method of calculating the same (if required or if different from that set out in the Conditions):	As set out in the Conditions

GENERAL PROVISIONS APPLICABLE TO THE NOTES

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| 25. | Form of Notes: | Temporary Global Note exchangeable for a Permanent Global Note which is exchangeable for Definitive Notes in the limited circumstances specified in the Permanent Global Note. |
| 26. | New Global Note Form: | Applicable |
| 27. | Additional Financial Centre(s) or other special provisions relating to Payment Dates: | Not Applicable |
| 28. | Talons for future Coupons or Receipts to be attached to Definitive Notes (and dates on which such Talons mature): | No |
| 29. | Details relating to Partly Paid Notes: amount of each payment comprising the Issue Price and date on which each payment is to be made and consequences (if any) of failure to pay, including any right of the Issuer to forfeit the Notes and interest due on late payment: | Not Applicable |
| 30. | Details relating to Instalment Notes: amount of each instalment, date on which each payment is to be made: | Not Applicable |
| 31. | Other terms or special conditions: | Not Applicable |

DISTRIBUTION

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| 32. | (i) If syndicated, names and addresses of Managers: | Barclays Bank PLC
5 The North Colonnade
Canary Wharf
London E14 4BB

HSBC Bank plc
8 Canada Square
London E14 5HQ

Lloyds TSB Bank plc
10 Gresham Street
London EC2V 7AE |
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Merrill Lynch International
Merrill Lynch Financial Centre
2 King Edward Street
London EC1A 1HQ

Société Générale
Tour Société Générale
17 Cours Valmy
92987 Paris La Défense Cedex

The Royal Bank of Scotland plc
135 Bishopsgate
London EC2M 3UR

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| (ii) | Date of Subscription Agreement: | 7 December 2009 |
| (iii) | Stabilising Manager (if any): | HSBC Bank plc |
| 33. | If non-syndicated, name and address of Dealer: | Not Applicable |
| 34. | TEFRA: | The D Rules are applicable |
| 35. | Total commission and concession: | 0.40 per cent. of the Aggregate nominal amount |
| 36. | Additional selling restrictions: | Not Applicable |

PURPOSE OF FINAL TERMS

These Final Terms comprise the final terms required for the Notes described herein to be admitted to trading on the Regulated Market of the London Stock Exchange pursuant to the £750,000,000 Euro Medium Term Note Programme of InterContinental Hotels Group PLC

RESPONSIBILITY

The Issuer and the Guarantors accept responsibility for the information contained in these Final Terms.

Signed on behalf of the Issuer:

By:
Duly authorised

Signed on behalf of Six Continents Limited

By:.....
Duly authorised

Signed on behalf of InterContinental Hotels Limited

By:.....
Duly authorised

PART B - OTHER INFORMATION

1. Listing

- (i) Admission to trading: Application has been made by the Issuer (or on its behalf) for the Notes to be admitted to trading on the Regulated Market of the London Stock Exchange with effect from 9 December 2009
- (ii) Estimate of total expenses related to admission to trading: £3,600

2. Ratings

- Ratings: The Notes to be issued have been rated:
S&P: BBB – (stable)

3. Interests of Natural and Legal Persons Involved in the Issue

Save as discussed in “Subscription and Sale” in the Base Prospectus, so far as the Issuer and the Guarantors are aware, no person involved in the offer of the Notes has an interest material to the offer.

4. Reasons for the Offer, Estimated Net Proceeds and Total Expenses

- (i) Reasons for the offer: See “Use of Proceeds” wording in the Base Prospectus
- (ii) Estimated net proceeds: Not Applicable
- (iii) Estimated total expenses: Not Applicable

5. Indication of yield:

6.096 per cent. per annum

The yield is calculated at the Issue Date on the basis of the Issue Price. It is not an indication of future yield.

6. Operational Information

ISIN Code: XS0472569416

Common Code: 047256941

New Global Note intended to be held in a manner which would allow Eurosystem eligibility: Yes

Note that the designation “Yes” simply means that the Notes are intended upon issue to be deposited with Euroclear or Clearstream, Luxembourg as common safekeeper and does not necessarily mean that the Notes will be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon satisfaction of the Eurosystem eligibility criteria.

Any clearing system(s) other than Euroclear Bank SA/NV and Clearstream Banking, *société anonyme* and the relevant identification number(s):

Not Applicable

Delivery:

Delivery against payment

Names and addresses of additional paying agent(s) (if any):

Not Applicable

ANNEX A

The Rate of Interest payable on the Notes will be 6.00 per cent. per annum, subject to adjustment from time to time in the event of a Step Up Rating Change or a Step Down Rating Change, as the case may be.

From and including the first Interest Payment Date following the date of a Step Up Rating Change, if any, the Rate of Interest payable on the Notes shall, subject to any adjustment pursuant to a Step Down Rating Change, be increased by 1.25 per cent. per annum.

Furthermore, in the event of a Step Down Rating Change following a Step Up Rating Change, with effect from and including the first Interest Payment Date following the date of such Step Down Rating Change, the Rate of Interest payable on the Notes shall be decreased by 1.25 per cent. per annum.

The Issuer shall use all reasonable efforts to maintain a credit rating for its senior unsecured long-term debt from the Rating Agency. If, notwithstanding such reasonable efforts, the Rating Agency fails to or ceases to assign a credit rating to the Issuer's senior unsecured long-term debt, the Issuer shall use all reasonable efforts to obtain a credit rating of its senior unsecured long-term debt from a Substitute Rating Agency, and references in this Annex A to the Rating Agency, or the credit ratings thereof, shall be to such Substitute Rating Agency and, as the case may be, the equivalent credit ratings thereof. Notwithstanding anything else in this Annex A, if there is at any time no current rating by a Rating Agency for a period of 90 consecutive days, the Rate of Interest accruing to the Notes, with effect from and including the first Interest Payment Date immediately following such period of 90 consecutive days shall be as though a Step Up Rating Change had occurred unless such a rating is obtained on or prior to such Interest Payment Date. For the avoidance of doubt, the provisions of this sub-paragraph (iv) remain subject in all cases to the provisions relating to the Step Down Rating Change set out in sub-paragraphs (ii) and (iii) above.

The Issuer will cause the occurrence of a Step Up Rating Change or a Step Down Rating Change to be notified to the Trustee and the Principal Paying Agent and notice thereof to be published in accordance with Condition 19 (*Notices*) as soon as possible after the occurrence of the Step Up Rating Change or the Step Down Rating Change (whichever the case may be) but in no event later than the fifth Business Day thereafter.

The Step Up Rating Change may occur only once during the term of the Notes.

The Trustee is under no obligation to ascertain whether a change in the rating assigned to the Notes by the Rating Agency or any Substitute Rating Agency has occurred or whether there has been a failure or a ceasing by the Rating Agency or any Substitute Rating Agency to assign a credit rating to the Issuer's senior unsecured long-term debt and until it shall have actual knowledge or express notice pursuant to the Trust Deed to the contrary, the Trustee may assume that no such change to the credit rating assigned to the Notes has occurred or no such failure or ceasing by the Rating Agency or any Substitute Rating Agency has occurred.

If the rating designations employed by the Rating Agency is changed from those which are described in this Annex A, the Issuer shall determine, with the agreement of the Trustee (not to be unreasonably withheld or delayed), the rating designations of the Rating Agency as are most equivalent to the prior rating designations of the Rating Agency, and this Annex A shall be construed accordingly.

Definitions

For the purposes only of the step-up and step-down provisions of item 8 (*Interest Basis*) and item 15 (*Fixed Rate Note Provisions*) of these Final Terms:

“**Rating Agency**” means Standard & Poor’s Rating Services, a division of the McGraw Hill Companies Inc. or its successor;

“**Step Down Rating Change**” means the first public announcement after a Step Up Rating Change by the Rating Agency of an increase in, or as the case may be the reinstatement of, the credit rating of the Issuer’s senior unsecured long-term debt with the result that, following such public announcement(s), the Rating Agency rates the Issuer’s senior unsecured long-term debt as BBB- or higher. For the avoidance of doubt, any further increases in the credit rating of the Issuer’s senior unsecured long-term debt by the Rating Agency above BBB- shall not constitute a Step Down Rating Change; and

“**Step Up Rating Change**” means the first public announcement by the Rating Agency of a decrease in the credit rating of the Issuer’s senior unsecured long-term debt to below BBB-. For the avoidance of doubt, any further decrease in the credit rating of the Issuer’s senior unsecured long-term debt by the Rating Agency from below BBB- shall not constitute a Step Up Rating Change.

ANNEX B

For the purposes of paragraph 20 of Part A of the Final Terms dated 7 December 2009 (to which this Annex B is attached), the Optional Redemption Amount (Call) shall be the higher of:

- (a) par (being £1,000 per Calculation Amount); or
- (b) an amount equal to the product of £1,000 and the price, expressed as a percentage (rounded to three decimal places, 0.0005 being rounded up), at which the Gross Redemption Yield on the Notes, if they were to be purchased at such price on the third dealing day prior to the date of publication of the notice of redemption, would be equal to 0.50 per cent. above the Gross Redemption Yield on such dealing day of UK Treasury Bonds bearing interest at 4.00 per cent. per annum maturing in September 2016 or, if such stock is no longer in issue, of such other United Kingdom government stock as the Trustee, with the advice of three leading brokers operating in the gilt-edged market and/or gilt-edged market makers or such other three persons operating in the gilt-edged market as the Trustee may approve, shall determine to be appropriate (the “**Reference Stock**”) on the basis of the middle market price of the Reference Stock prevailing at 11.00 a.m. on such dealing day as determined by the Calculation Agent.

References in the Trust Deed and in the Conditions to principal shall, unless the context otherwise requires, be deemed to include a reference to the Optional Redemption Amount (Call).

The “**Gross Redemption Yield**” on the Notes and on the Reference Stock will be expressed as a percentage and will be calculated by the Calculation Agent on the basis set out in the United Kingdom Debt Management Office paper “Formulae for Calculating Gilt Prices from Yields” page 4, Section One: Price/Yield Formulae “Conventional Gilts; Double-dated and Undated Gilts with Assumed (or Actual) Redemption on a Quasi-Coupon Date” (published on 8 June 1998 and updated on 15 January 2002 and as further updated or amended) on an annual compounding basis rounded up (if necessary) to three decimal places, 0.0005 being rounded up, or on such other basis as the Trustee may in its sole discretion approve.

For the purposes of this Annex B, “**Calculation Agent**” means HSBC Bank plc or such other financial institution of international repute as designated by the Issuer from time to time and as notified by the Issuer to the Trustee in advance of such designation.