

Amended Limited Liability Company Agreement of IHG Finance LLC

This Amended Limited Liability Company Agreement ('**Agreement**') of IHG Finance LLC (the '**Company**'), effective as of 8 September 2023 (the '**Effective Date**') is entered into by and between the Company and InterContinental Hotels Group Operating Corp., as the sole member of the Company (the '**Member**').

WHEREAS the Company was formed as a limited liability company on 19 July 2023 by the filing of a Certificate of Formation with the Secretary of State of the State of Delaware pursuant to and in accordance with the Delaware Limited Liability Company Act, as amended from time to time (the '**Act**'); and

WHEREAS the Member agrees that the membership in and management of the Company shall be governed by the terms set forth herein;

NOW, THEREFORE, the Member agrees as follows:

1. Name. The name of the Company is IHG Finance LLC.
2. Purpose. The purpose of the Company is to engage in any lawful act or activity for which limited liability companies may be formed under the Act and to engage in all activities necessary or incidental thereto.
3. Principal Office; Registered Agent.
 - (a) Principal Office. The location of the principal office of the Company shall be Three Ravinia Drive, Suite 100, Atlanta, Georgia 30346, or such other location as the Member may from time to time designate.
 - (b) Registered Agent. The registered agent of the Company for service of process in the State of Delaware shall be that person and location reflected in the Certificate of Formation. In the event the registered agent ceases to act as such for any reason or the registered agent's address shall change, the Secretary shall promptly designate a replacement registered agent or file a notice of change of address in the manner provided by law.

Members.

- (a) Initial Member. The Member owns 100% of the membership interests in the Company. The name, and the business, residence or mailing address of the Member are as follows:

Name

InterContinental Hotels Group Operating Corp.

Address

3 Ravinia Drive, Suite 100
Atlanta, GA 30346

(b) Additional Members. One or more additional members may be admitted to the Company with the consent of the Member. Prior to the admission of any such additional members to the Company, the Member shall amend this Agreement to make such changes as the Member shall determine to reflect the fact that the Company shall have such additional members. Each additional member shall execute and deliver a supplement or counterpart to this Agreement, as necessary.

(c) Membership Interests; No Certificates. The Company will not be required to issue any certificates to evidence ownership of the membership interests, but the Managers may, in their discretion, issue such certificates if they determine circumstances require such certificates to be issued. If the Managers issue certificates representing membership interests, then in addition to any other legend required by applicable law, all certificates representing issued and outstanding membership interests shall bear a legend substantially in the following form:

THE MEMBERSHIP INTERESTS REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO A LIMITED LIABILITY COMPANY AGREEMENT AMONG THE COMPANY AND ITS MEMBERS, A COPY OF WHICH IS ON FILE AT THE PRINCIPAL EXECUTIVE OFFICE OF THE COMPANY. NO TRANSFER, SALE, ASSIGNMENT, GIFT, PLEDGE, ENCUMBRANCE, HYPOTHECATION, OR OTHER DISPOSITION OF THE MEMBERSHIP INTERESTS REPRESENTED BY THIS CERTIFICATE MAY BE MADE EXCEPT IN ACCORDANCE WITH THE PROVISIONS OF SUCH LIMITED LIABILITY COMPANY AGREEMENT.

THE MEMBERSHIP INTERESTS REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR UNDER ANY OTHER APPLICABLE SECURITIES LAWS AND MAY NOT BE TRANSFERRED, SOLD, ASSIGNED, PLEDGED, HYPOTHECATED, OR OTHERWISE DISPOSED EXCEPT PURSUANT TO (A) A REGISTRATION STATEMENT EFFECTIVE UNDER SUCH ACT AND LAWS, OR (B) AN EXEMPTION FROM REGISTRATION THEREUNDER.

4. Management.

(a) Authority; Powers and Duties of the Managers. The business and affairs of the Company shall be managed, operated, and controlled by or under the direction of the Managers. Subject to the provisions of this Agreement, the Managers shall have, and are hereby granted, full and complete power, authority, and discretion for, or on behalf of and in the name of the Company, to take such actions as they may deem necessary or advisable to carry out all the objectives and purposes of the Company.

(b) Election of Officers; Delegation of Authority. The number of Managers shall be not less than three. The initial Managers shall be Robert J. Chitty, Dilpesh Topiwala and Randall S. Hammer. Managers shall be appointed, from time to time by the Member. Each Manager shall serve for a term ending at the next meeting of the Member called for the purpose of electing Managers, or until the Manager's earlier death, resignation, expulsion, removal, or termination of employment with Six Continents Hotels, Inc., an affiliate of the Company. The Member may remove any Manager with or without cause. A Manager may resign at any time by delivering a written resignation to the Company. Any such resignation shall be effective upon receipt thereof unless it is specified to be effective at some other time or upon the occurrence of some other event. The acceptance of a resignation by the other Managers shall not be necessary to make it effective.

(c) Actions by Managers. On any matter that is to be voted by Managers, a Manager may vote in person or by proxy, and such proxy may be granted in writing, by means of electronic transmission or as otherwise permitted by applicable law. Every proxy shall be revocable in the discretion of the Manager executing it unless otherwise provided in such proxy; *provided*, that such right to revocation shall not invalidate or otherwise affect actions taken under such proxy prior to such revocation.

(d) Actions taken without meeting. Any action of the Managers may be taken without a meeting if a written consent constituting all the Managers shall approve such action. Such consent shall have the same force and effect as a vote at a meeting and may be stated as such in any document or instrument filed with the Secretary of State of Delaware.

(e) Appointment of Officers. The Managers may appoint individuals as officers of the Company as they deem necessary or desirable to carry on the business of the Company and the Managers may delegate to such officers such power and authority as the Managers deem advisable; however, the Managers must appoint an individual to serve as Secretary to carry out company secretariat duties. If such is appointed, an appointed Assistant Secretary, may also carry out company secretariat duties. No officer need be a Manager but may be. Any individual may hold two or more offices of the Company. Each officer shall hold office until such officer's successor is designated by the Managers or until such officer's earlier death, resignation, expulsion, removal, or termination of employment with Six Continents Hotels, Inc., an affiliate of the Company. Any officer may resign at any time upon written notice to the Managers. Any officer may be removed by the Managers, with or without cause at any time, acting by majority vote of all Managers other than the officer being considered for removal, if a Manager.. A vacancy in any office occurring because of death, resignation, removal, or any reason otherwise, may be filled by the Managers.

5. Liability of Member and Managers; Indemnification.

(a) Liability of Member. Except as otherwise required in the Act, the debts, obligations, and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and the Member and Managers shall not be obligated for any such debt, obligation, or liability of the Company

solely by reason of being the Member, Manager or otherwise participating in the management of the Company.

(b) Indemnification. To the fullest extent permitted under the Act, the Member, the Managers, the Secretary and any other appointed officers (irrespective of the capacity in which each may act), each a ‘**Covered Person**’ shall be entitled to indemnification and advancement of expenses from the Company for and against any loss, damage, claim or expense (including attorneys' fees) whatsoever incurred by the Covered Person relating to or arising out of any act or omission or alleged acts or omissions (whether or not constituting negligence or gross negligence) performed or omitted by the Covered Person on behalf of the Company.

6. Term. The term of the Company shall be perpetual unless the Company is dissolved and terminated in accordance with Section 10.

7. Initial Capital Contributions. The Member hereby agrees to contribute to the Company such cash, property, or services as determined by the Member.

8. Tax Status. It is the intention of the Company and the Member that the Company be treated as an association that is taxed as a C-corporation for federal and all relevant state tax purposes and neither the Company nor the Member shall take any action or make any election which is inconsistent with such tax treatment. All provisions of this Agreement are to be construed to preserve the Company's tax status as a C-corporation.

9. Distributions. Distributions shall be made to the Member at the times and in the amounts determined by the Member.

10. Dissolution; Liquidation.

(a) The Company shall dissolve, and its affairs shall be wound up upon the first to occur of the following: (i) the written consent of the Member or (ii) any other event or circumstance giving rise to the dissolution of the Company under Section 18-801 of the Act, unless the Company's existence is continued pursuant to the Act.

(b) Upon dissolution of the Company, the Company shall immediately commence to wind up its affairs and the Member shall promptly liquidate the business of the Company. During the period of the winding up of the affairs of the Company, the rights and obligations of the Member under this Agreement shall continue.

(c) In the event of dissolution, the Company shall conduct only such activities as are necessary to wind up its affairs (including the sale of the assets of the Company in an orderly manner), and the assets of the Company shall be applied as follows: (i) first, to creditors, to the extent otherwise permitted by law, in satisfaction of liabilities of the Company (whether by payment or the making of reasonable provision for payment thereof); and (ii) thereafter, to the Member.

(d) Upon the completion of the winding up of the Company, the Member shall file a Certificate of Cancellation in accordance with the Act.

11. Miscellaneous.

(a) Amendments. Amendments to this Agreement may be made only with the consent of the Member.

(b) Governing Law. This Agreement shall be governed by and construed in accordance with the internal 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).

(c) Severability. If any provision of this Agreement shall be declared to be invalid, illegal, or unenforceable, such provision shall survive to the extent it is not so declared, and the validity, legality and enforceability of the other provisions hereof shall not in any way be affected or impaired thereby, unless such action would substantially impair the benefits to any party of the remaining provisions of this Agreement.

IN WITNESS WHEREOF, the undersigned has executed this Agreement to be effective as of the date first above written.

MEMBER
INTERCONTINENTAL HOTELS GROUP
OPERATING CORP., a Delaware
corporation

By: Robert J. Chitty
Sole Director

COMPANY:
IHG FINANCE LLC, a Delaware limited
liability company

By:

Randall S. Hammer
Manager and Secretary