

Contact Karen Evans-Cullen
T +61 417 062 335
KEvans-Cullen@gtlaw.com.au

18 December 2023

Market Announcements Office
Australian Securities Exchange
Exchange Centre
20 Bridge Street
SYDNEY NSW 2000

Dear Sir/Madam

Notice of initial substantial holder

We act for CRH plc.

On behalf of CRH plc, we attach a Form 603 (Notice of initial substantial holder) (**Substantial Holder Notice**) in relation to Adbri Limited (ACN 007 596 018) (**Adbri**).

CRH ANZ Pty Ltd (**CRH ANZ**) has entered into the joint acquisition agreement (attached as Annexure B) under which CRH ANZ will, conditional on obtaining joint bid relief from the Australian Securities and Investments Commission (**Joint Bid Relief**), acquire a relevant interest in 279,274,902 shares held by Barro Properties Pty. Limited and certain of its associates. These shares represent 42.7% of Adbri shares. Under section 671B(7) of the *Corporations Act 2001* (Cth) (**Corporations Act**), CRH ANZ is required to prepare the attached notice on the basis that it has a relevant interest in these shares. However, under section 609(7) of the *Corporations Act*, CRH ANZ will not have a relevant interest in these shares until the satisfaction of the Joint Bid Relief condition.

CRH ANZ also holds an economic interest in 4.6% of Adbri shares, pursuant to a cash settled total return swap between CRH ANZ and UBS AG, Australia Branch. The swap does not give CRH ANZ a relevant interest in any Adbri shares. The key terms of the swap are set out in Annexure C to the Substantial Holder Notice.

Yours faithfully
Gilbert + Tobin



Karen Evans-Cullen
Partner
Gilbert + Tobin
T +61 417 062 335
KEvans-Cullen@gtlaw.com.au

Form 603
Corporations Act 2001
Section 671B

Notice of initial substantial holder

To Company Name/Scheme Adbri Limited (Adbri)

ACN/ARSN 007 596 018

1. Details of substantial holder (1)

Name CRH plc and each of CRH plc's controlled bodies corporate listed in Annexure 'A' (CRH Subsidiaries)

ACN/ARSN (if applicable) N/A

The holder became a substantial holder on 14 / 12 / 2023

2. Details of voting power

The total number of votes attached to all the voting shares in the company or voting interests in the scheme that the substantial holder or an associate (2) had a relevant interest (3) in on the date the substantial holder became a substantial holder are as follows:

Class of securities (4)	Number of securities	Person's votes (5)	Voting power (6)
Fully paid ordinary shares (Shares)	279,274,902	279,274,902	42.7%

3. Details of relevant interests

The nature of the relevant interest the substantial holder or an associate had in the following voting securities on the date the substantial holder became a substantial holder are as follows:

Holder of relevant interest	Nature of relevant interest (7)	Class and number of securities
CRH ANZ Pty Ltd (CRH ANZ)	CRH ANZ has entered into the Joint Acquisition Agreement with the Barro Holders (defined below) under which CRH ANZ Pty Ltd will, conditional on ASIC exempting the acquisition from section 606 under section 655A(1) of the <i>Corporations Act 2001</i> (Cth) (Corporations Act), acquire a relevant interest in 279,274,902 Shares in Adbri from the Barro Holders. CRH ANZ is disclosing a relevant interest in these shares in accordance with section 671B(7) of the Corporations Act. The Joint Acquisition Agreement is attached as Annexure 'B'.	279,274,902 Shares
CRH plc	Relevant interest under section 608(3)(b) of the Corporations Act as it controls CRH ANZ.	279,274,902 Shares
CRH Subsidiaries	Deemed relevant interest under section 608(3)(a) of the Corporations Act because each has voting power in CRH ANZ above 20% (because each CRH Subsidiary is a controlled entity and therefore an associate of CRH plc).	279,274,902 Shares
Barro Properties Pty Ltd, Ageflow Pty Ltd, Barro Group Pty Ltd, Churchbridge Pty Ltd, Cloverdew Pty Ltd, Rayonbridge Pty Ltd, Carltonbridge Pty Ltd, David Barro Testamentary Trust, Christabel Investments Pty. Ltd., Rhonda Barro, Dogi Dogi Pty Ltd and Raymond Barro (Barro Holders)	Relevant interest under section 608(1)(a) of the Corporations Act as the registered holder of the shares	279,274,902 Shares

4. Details of present registered holders

The persons registered as holders of the securities referred to in paragraph 3 above are as follows:

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Class and number of securities
Each person described in paragraph 3 above	Barro Properties Pty. Limited	Barro Properties Pty. Limited	215,285,359 Shares

Each person described in paragraph 3 above	Ageflow Pty Ltd	Ageflow Pty Ltd	3,630,000 Shares
Each person described in paragraph 3 above	Barro Group Pty. Limited	Barro Group Pty. Limited	32,412,619 Shares
Each person described in paragraph 3 above	Churchbridge Pty Ltd	Churchbridge Pty Ltd	5,040,000 Shares
Each person described in paragraph 3 above	Cloverdew Proprietary Limited	Cloverdew Proprietary Limited	6,580,000 Shares
Each person described in paragraph 3 above	Rayonbridge Pty Ltd	Rayonbridge Pty Ltd	3,574,000 Shares
Each person described in paragraph 3 above	Carltonbridge Proprietary Limited	Carltonbridge Proprietary Limited	11,416,000 Shares
Each person described in paragraph 3 above	Rhonda Barro and Raymond Barro atf David Barro Testamentary Trust	Rhonda Barro and Raymond Barro atf David Barro Testamentary Trust	567,875 Shares
Each person described in paragraph 3 above	Christabel Investments Pty. Ltd.	Christabel Investments Pty. Ltd.	163,772 Shares
Each person described in paragraph 3 above	Rhonda Barro	Rhonda Barro	118,156 Shares
Each person described in paragraph 3 above	DogiDogi Pty Ltd	DogiDogi Pty Ltd	487,121 Shares

5. Consideration

The consideration paid for each relevant interest referred to in paragraph 3 above, and acquired in the four months prior to the day that the substantial holder became a substantial holder is as follows:

Holder of relevant interest	Date of acquisition	Consideration (9)		Class and number of securities
		Cash	Non-cash	
CRH ANZ	14/12/23, conditional upon ASIC exempting the acquisition pursuant to section 609(7) of the Corporations Act		Allotment and issue of shares in the proposed acquirer (or a Related Body Corporate of the proposed acquirer) of Adbri under the Scheme pursuant to the Joint Acquisition Agreement	279,274,902 Shares

6. Associates

The reasons the persons named in paragraph 3 above are associates of the substantial holder are as follows:

Name and ACN/ARSN (if applicable)	Nature of association
Barro Holders	The Barro Holders are an associate of CRH plc and CRH ANZ pursuant to section 12(2)(b) and (c) of the Corporations Act pursuant to the Joint Acquisition Agreement.
Each CRH Subsidiary	These entities are associates of CRH plc and each other by virtue of section 12(2)(a) of the Act as the entities are related bodies corporate of each other.

7. Addresses

The addresses of persons named in this form are as follows:

Name	Address
CRH plc	42 Fitzwilliam Square, Dublin, D02 R279, Ireland
CRH Subsidiaries	See Annexure 'A'
Barro Properties Pty Ltd	191 Drummond Street, Carlton, Victoria 3053
Ageflow Pty Ltd	191 Drummond Street, Carlton, Victoria 3053
Barro Group Pty Ltd	191 Drummond Street, Carlton, Victoria 3053

ANNEXURE 'A' – CRH Subsidiaries

This is Annexure 'A' of 122 pages referred to in the Form 603 (Notice of initial substantial holder).



Jim Mintern (Dec 17, 2023 14:29 GMT)

Jim Mintern
Director/Company
Secretary
Date:

[Attached separately.]

Ards Building Products (Manufacturing) Limited

99 Kingsway, Dunmurry, Belfast BT17 9NU,
(Northern Ireland)

Ballymena Construction Company Limited

99 Kingsway, Dunmurry, Belfast BT17 9NU,
(Northern Ireland)

Beckett Construction Solutions Limited

99 Kingsway, Dunmurry, Belfast BT17 9NU,
(Northern Ireland)

BP Concrete Flooring Limited

99 Kingsway, Dunmurry, Belfast BT17 9NU,
(Northern Ireland)

Farrans (Construction) Limited

99 Kingsway, Dunmurry, Belfast BT17 9NU,
(Northern Ireland)

Farrans Limited

99 Kingsway, Dunmurry, Belfast BT17 9NU,
(Northern Ireland)

Hadden Quarries Limited (In Liquidation)

99 Kingsway, Dunmurry, Belfast BT17 9NU,
(Northern Ireland)

J.T. Glover Limited

99 Kingsway, Dunmurry, Belfast BT17 9NU,
(Northern Ireland)

Lone Limited

99 Kingsway, Dunmurry, Belfast BT17 9NU,
(Northern Ireland)

Materials Testing Limited

99 Kingsway, Dunmurry, Belfast BT17 9NU,
(Northern Ireland)

Northstone (NI) Limited

99 Kingsway, Dunmurry, Belfast BT17 9NU,
(Northern Ireland)

Northstone Belfast Limited

99 Kingsway, Dunmurry, Belfast BT17 9NU,
(Northern Ireland)

Premier Cement Limited

99 Kingsway, Dunmurry, Belfast BT17 9NU,
(Northern Ireland)

R.J. Maxwell (Ballymena) Limited

99 Kingsway, Dunmurry, Belfast BT17 9NU,
(Northern Ireland)

Ready Use Concrete Company Limited

99 Kingsway, Dunmurry, Belfast BT17 9NU,
(Northern Ireland)

S.J. Martin Limited

99 Kingsway, Dunmurry, Belfast BT17 9NU,
(Northern Ireland)

Salmor Industries Limited

99 Kingsway, Dunmurry, Belfast BT17 9NU,
(Northern Ireland)

Scott (Toomebridge) Limited

99 Kingsway, Dunmurry, Belfast BT17 9NU,
(Northern Ireland)

Strangford Limited

99 Kingsway, Dunmurry, Belfast BT17 9NU,
(Northern Ireland)

T.B.F. Thompson (Properties) Limited

99 Kingsway, Dunmurry, Belfast BT17 9NU,
(Northern Ireland)

T.O'Connell & Sons (Contractors) Limited

99 Kingsway, Dunmurry, Belfast BT17 9NU,
(Northern Ireland)

Tarmac Farrans JV Limited

99, Kingsway Dunmurry, Belfast, BT17 9NU,
(Northern Ireland)

Australia

Connolly Key Joint Pty Ltd

98 Kurrajong Avenue, Mount Druitt NSW 2770,
Australia

CRH ANZ Pty Ltd

Suite 44.05, Level 44, 264 George Street, Sydney
NSW 2000, Australia

CRH Infrastructure Products

73 Ballarat-Carngham Road, Winter Valley VIC 3358,
Australia

Helifix (Australia) Pty Limited

98 Kurrajong Avenue, Mount Druitt NSW 2770,
Australia

Holmes Nominees (Aust) Pty Ltd

1 Reeves Court, BREAKWATER VIC 3219,
Australia

Infrastructure Products Australia Pty Ltd

73 Ballarat-Carngham Road , Winter Valley VIC
3353 , Australia

Isedio Australia PTY LTD

98a Kurrajong Avenue, Mount Druitt, NSW 2770,
Australia

Leviat PTY Limited

98 Kurrajong Avenue, Mount Druitt NSW 2770,
Australia

Universal Concrete Lifting Systems PTY LTD

Unit 1, 98 Kurrajong Ave, Mount Druitt, NSW, 2770,
Australia

CRH Österreich GmbH

Franzosengraben 7, 1030, Wien, Austria

Danucem Wien GmbH

Franzosengraben 7, 1030, Wien, Austria

ecorec Österreich GmbH

Franzosengraben 7, 1030, Wien, Austria

Leviat GesmbH

Leonard Bernsteinstrasse 10, 1220 Wien, Austria

Belgium

- Cementbouw Bindmiddelen N.V.**
Zwarteweg 49, 2030 Antwerpen, Belgium
- Cementbouw Logistics N.V.**
Christoffel Columbuslaan 11, 9042 Gent, Belgium
- CRH Belgium N.V.**
Albertkade 3, 3980 Tessenderlo, Belgium
- CRH Structural Concrete N.V.**
Marmixdreef 5, 2500 Lier, Belgium
- Ergon N.V.**
Marmixdreef 5, 2500 Lier, Belgium
- EUROPEAN TECHNO STEEL NV**
Kasteelstraat 47, 1840 Londerzeel, Belgium
- Halfen N.V.**
Borkelstraat 131, 2900 Schoten, Belgium
- Imprecon N.V.**
Hoeksken 5A, 9280 Lebbeke-Wieze, Belgium
- Marlux-Stradus N.V.**
Albertkade 3, 3980 Tessenderlo, Belgium
- Marmorith Betonindustrie N.V.**
Zwaluwstraat 21, 3530 Houthalen-Helchteren,
Belgium
- Oeterbeton N.V.**
Hooggeisterveld 15 3680 Neeroteren, Belgium
- PAS NV**
Kasteelstraat 47 , 1840 Londerzeel, Belgium

Belgium

Plakabeton N.V.

Industrielaan 2, 1740 Ternat, Belgium

Portal N.V.

Albertkade 3, 3980 Tessenderlo, Belgium

Prefaco N.V.

Hoeksken 5A, 9280 Lebbeke-Wieze, Belgium

Schelde-Handel N.V.

Kasteelstraat 160 , 9255 Buggenhout , Belgium

Schelfhout N.V.

Industriezone Heikemp 1121 3640 Kinrooi, Belgium

Schelfhout-Vaulx N.V.

Marmixdreef 5 2500 Lier, Belgium

Techno Coating N.V.

Kasteelstraat 47, 1840 Londerzeel, Belgium

VVM N.V.

Zwarteweg 49, 2030 Antwerpen, Belgium

Zoontjens België N.V.

Albertkade 3, 3980 Tessenderlo, Belgium

1336811 Ontario Inc.

2300 Steeles Avenue West, Suite 400, Concord ON
L4K 5X6, Canada

1341759 Ontario Inc.

2300 Steeles Avenue West, Suite 400, Concord ON
L4K 5X6, Canada

747752 Ontario Ltd.

2300 Steeles Avenue West, Suite 400, Concord ON
L4K 5X6, Canada

764296 Ontario Ltd

2300 Steeles Avenue West, Suite 400, Concord ON
L4K 5X6, Canada

Antamex International Inc.

c/o Stewart McKelvey, P.O. Box 7289, Station A, 44
Chipman Hill, 10th Floor, Saint John NB E2L 4S6,
Canada

Barrette Outdoor Living Canada, Inc.

583 ch. du Grand-Bernier N, Saint-Jean-sur-Richelieu,
Québec, J3B8L1, Canada

Blackbird Maintenance 407 CRH GP Inc
400 Dundas Street East, Unit #2, Whitby ON L1M
0K1, Canada

Cayuga Materials & Construction Co. Limited
2300 Steeles Avenue West, Suite 400, Concord ON
L4K 5X6, Canada

CRH Canada Finance, Inc.
c/o Stewart McKelvey, P.O. Box 7289, Station A, 44
Chipman Hill, 10th Floor, Saint John NB E2L 4S6,
Canada

CRH Canada Group Inc.
435 Jean-Neveu Street, Longueuil Québec J4G 2P9,
Canada

CRH Mosaic GP INC.
585 Michigan Drive, Unit 1, Oakville, Ontario, L6L
0G1, Canada

CRH Mosaic Holdings Inc.
585 Michigan Drive, Unit 1, Oakville, Ontario L6L
0G1, Canada

Great Lakes Slag Inc.

2300 Steeles Avenue West, Suite 400, Concord ON
L4K 5X6, Canada

Oldcastle Building Products Canada, Inc.

c/o C. Paul W. Smith, P.O. Box 7289, Station A, 44
Chipman Hill, 10th Floor, Saint John NB E2L 4S6,
Canada

Peninsula Ready-Mix Inc.

2300 Steeles Avenue West, Suite 400, Concord ON
L4K 5X6, Canada

Primex Manufacturing Ltd.

Stikeman Elliott, 666 Burrard Street, Suite 1700 Park
Place, Vancouver BC V6C 2X8, Canada

Snowfarm Limited

2300 Steeles Avenue West, Suite 400, Concord ON
L4K 5X6, Canada

Canada

US Aluminum of Canada (12) Limited
2700 - 700 West Georgia Street, Vancouver BC V7Y
1B8, Canada

Yellowline Asphalt Products Ltd.
20 Carlson Court, Suite 800, Toronto ON M9W 7K6,
Canada

Chile

CRH Chile S.A.
Av Apoquindo 6400, Ofic. 1615, Santiago, Chile

China

CRH Consulting (Shanghai) Company Limited

Unit 1005 and Unit 1006, Office Tower, Capital Square, No. 268 Hengtong Road, Jing'an District, Shanghai, China. 200070

CRH Management (Beijing) Company Limited

Room 2133, Floor 18, Tower 1., No. 5 Guanghua Road., Chaoyang District, Beijing, 100020, China

Leviat (China) Construction Technology Co. Ltd

Room 601, Tower D, Vantone Centre, No. A6, Chao Yang Men Wai Street, Chao Yang District, Beijing, 100022, China

Croatia

THERMO STONE d.o.o.
Zelenička ulica 2B, Novska, Croatia

CRH (Česko) s.r.o.

Dlážděná 1586/4, Nové Město-Praha 1, Praha, Czech
republic, 11000, Czech Republic

Leviat s.r.o.

Safránkova 1238/1, 15500, Praha, Czech Republic

Vápenka Vitošov s.r.o.

VÁPENKA VITOŠOV s.r.o., č.p. 54, Hrabová,
Olomoucký kraj, 789 01, Czech Republic

Denmark

- A/S Magnus Holm**
Allingvej 8, 8963 Auning, Denmark
- Betongruppen RBR A/S**
Industrivej 8, 6800, Varde, Denmark
- CemGreen Denmark A/S**
Vestergade 25, 4130 Viby Sjælland, Denmark
- Confac A/S**
Frederiksdalvej 16, Randers, 8940
- Confac Holding A/S**
Frederiksdalvej 16, 8940 Randers, Denmark
- CRH Concrete A/S**
Vestergade 25, 4130 Viby Sjælland, Denmark
- CRH Denmark A/S**
Vestergade 25, 4130 Viby Sjælland, Denmark
- Frederiksdal ApS**
Frederiksdalvej 16, 8940 Randers, Denmark
- Gunderup Grus- og Stenleje ApS**
Kjellerupvej 6, 9550 Mariager, Denmark
- Gunderup Grus- og Stenleje ejendomme ApS**
Kjellerupvej 6, 9550 Mariager, Denmark
- RC Beton A/S**
Bjerrevej 80, 8840, Rødkærsbro, Denmark

Estonia

Rudus AS
Valukoja 8, Tallinn, 11415, Estonia

Finland

CRH Finland Oy

Lars Sonckinkaaari 16, 02601 Espoo, Finland

CRH Finland Services Oyj

Lars Sonckinkaaari 16, 02601 Espoo, Finland

Finsementti Oy

Skräbbölentie 18, 21600 Parainen, Finland

Kiinteistö Oy Ilserinne

Karvaamokuja 2a, Helsinki, 00380, Finland

Maskun Betonihallit Oy

Karvaamokuja 2a, Helsinki, 00380, Finland

Pargas Hyreshus Ab

c/o Finsementti Oy, 21600 Parainen, Finland

Rudus Ämmän Betoni Oy

Karvaamokuja 2a, Helsinki, 00380, Finland

Rudus East Oy

Karvaamokuja 2a, Helsinki, 00380, Finland

Rudus Oy

Karvaamokuja 2a, Helsinki, 00380, Finland

Beton Castel

Zone Industrielle, Etampes-sur-Marne, 02400, Château
Thierry, France

Carrières de Bourgogne Sud

9 rue Paul Langevin, 21300 Chenôve, France

Ciments KERCIM

Rue Tartane, 44550, Montoir de Bretagne, France

CRH France SAS

Colisée Gardens, 10 avenue de l'Arche , 92400,
Courbevoie, France, France

CRH SERVICES

Colisée Gardens, 10 avenue de l'Arche , 92400,
Courbevoie, France, France

CRH Support

Colisée Gardens, 10 avenue de l'Arche , 92400,
Courbevoie, France, France

CUBIS SYSTEMS

Rue de Cabanis, no6, 31240 L'Union, France

Dijon Béton

Route de Gray, 21850 Saint-Apollinaire, France

EQIOM

Colisée Gardens, 10 avenue de l'Arche , 92400,
Courbevoie, France, France

Eqiom Bétons

Colisée Gardens, 10 avenue de l'Arche , 92400,
Courbevoie, France, France

Eqiom Granulats

Colisée Gardens, 10 avenue de l'Arche , 92400,
Courbevoie, France, France

Est Granulats

12 B Rue des Hérons, Espace Plein Sud, 67960
Entzheim, France

GIE Carrières du Briennois

Route de Rumilly, 10260 Vaudes, France

Granulats de Franche-Comté

9 rue Paul Langevin, 21300 Chenôve, France

GRANULATS DE HAUTE-MARNE

9 rue Paul Langevin, 21300 Chenôve, France

Halfen S.A.S.

18, Rue Goubet, 75019 Paris, France

LES CARRIERES JURASSIENNES

9 rue Paul Langevin, 21300 Chenôve, France

L'Industrielle du Béton S.A.

Route de Precy , 60820 Boran sur Oise, France

Plaka Group France SAS

Rue de Cabanis, no6, 31240 L'Union, France

Société des Calcaires de Côte d'Or

9 rue Paul Langevin, 21300 Chenôve, France

SOCOVAL

21380 Marsannay le Bois, France

Stradal

47, Avenue des Genottes, 95800, Cergy Saint
Christophe, France

Technical Europe

Le Rubixco - 1 rue Bernard Maris, 37720, Montlouis
sur Loire, France

TMV4

35 Rue des Usines, BP 30315, Cedex 4, 44103 Nantes,
France

Versmey S.C.I.

6 Rue de Cabanis, 31240 L'Union, France

Zoontjens France S.A.R.L.

6 Rue de Cabanis, 31240 L'Union, France

Germany

AKA Hilston GmbH

Theodorstrasse 297, 40472, Düsseldorf, Germany

AKA Waldsassen Baukeramik GmbH & Co. KG

Konnersreuther Strasse 1 - 3, 95625, Waldsassen,
Germany

Beta Füller GmbH

Dasshorst 16, 46499, Hamminkeln, Germany

Betonmortelbedrijven Cementbouw Deutschland GmbH

Vosmatenweg 6, 49824, Laar, Germany

CRH Albert GmbH

Theodorstrasse 297, 40472, Düsseldorf, Germany

CRH Algermissen GmbH

Theodorstrasse 297, 40472, Düsseldorf, Germany

CRH Deutschland GmbH

Alte Chaussee 127, 56642, Kruf, Germany

CRH Dritte Vermögensverwaltungs GmbH

Theodorstrasse 297, 40472, Düsseldorf, Germany

CRH Elfte Vermögensverwaltungs GmbH

Theodorstrasse 297, 40472, Düsseldorf, Germany

Germany

CRH Fencing & Security Germany GmbH
Theodorstrasse 297, 40472, Düsseldorf, Germany

CRH Finance Germany GmbH
Theodorstrasse 297, 40472, Düsseldorf, Germany

CRH Fünfte Vermögensverwaltungs GmbH
Theodorstrasse 297, 40472, Düsseldorf, Germany

CRH Grundbesitz GmbH
Alte Chaussee 127, 56642, Kruf, Germany

CRH Landscaping Germany GmbH
Theodorstrasse 297, 40472, Düsseldorf, Germany

CRH STRADALIT GmbH & Co. KG
Theodorstrasse 297, 40472, Düsseldorf, Germany

CRH Verwaltungs GmbH
Theodorstrasse 297, 40472, Düsseldorf, Germany

CRH Vierte Vermögensverwaltungs GmbH
Theodorstrasse 297, 40472, Düsseldorf, Germany

CRH Zehnte Vermögensverwaltungs GmbH
Theodorstrasse 297, 40472, Düsseldorf, Germany

CRH Zweite Vermögensverwaltungs GmbH
Theodorstrasse 297, 40472, Düsseldorf, Germany

Germany

ECHO Betonfertigteile GmbH

Eurotec-Ring 40, 47445, Moers, Germany

EHL AG

Alte Chaussee 127, 56642, Kruf, Germany

EHL Baustoffwerk Dessau GmbH

Industriestrasse 5, 06847, Dessau-Rosslau, Germany

EHL Baustoffwerk Erfurt GmbH

Im Gewerbegebiet 7, 99100, Dachwig, Germany

EHL Baustoffwerk Merseburg GmbH

Hohendorfer Marke, 06217, Merseburg, Germany

EHL Beteiligungs AG

Alte Chaussee 127, 56642, Kruf, Germany

EHL Grundbesitz GmbH & Co. KG

Alte Chaussee 127, 56642, Kruf, Germany

EHL Verwaltungs GmbH

Alte Chaussee 127, 56642, Kruf, Germany

Fels Holding GmbH

Geheimrat-Ebert-Strasse 12, 38640, Goslar, Germany

Fels Netz GmbH

Hornberg 1, 38875, Oberharz am Brocken, Germany

Fels Vertriebs und Service GmbH & Co. KG

Geheimrat-Ebert-Strasse 12, 38640, Goslar, Germany

Germany

Fels-Werke GmbH

Geheimrat-Ebert-Strasse 12, 38640, Goslar, Germany

Filiform GmbH

Kupferschmidstraße 86, 79761, Waldshut-Tiengen ,
Germany

HALFEN Grundbesitz GmbH & Co. KG

Theodorstrasse 297, 40472, Düsseldorf, Germany

KBZ Kehler Betonzentrale Gesellschaft mit beschränkter Haftung & Co. KG

Am Kieswerk 1, 77731, Willstätt, Germany

Kehler Betonzentrale Gesellschaft mit beschränkter Haftung

Am Kieswerk 1, 77731, Willstätt, Germany

Leviat GmbH

Liebigstrasse 14, 40764, Langenfeld, Germany

OPTERRA Beteiligungsgesellschaft mbH

Goerdeleerring 9, 04109, Leipzig, Germany

Germany

OPTERRA GmbH

Goerdeleerring 9, 04109, Leipzig, Germany

OPTERRA Wössingen GmbH

Wössinger Strasse 2, 75045, Walzbachtal, Germany

SARPI EBS GmbH

Döcklitzer Tor 56, 06268, Querfurt, Germany

Spezialbaustoffe GmbH

Goerdeleerring 9, 04109, Leipzig, Germany

Südpfalz Beton GmbH & Co. Kommanditgesellschaft

In der Viehweide 5, 76879, Bornheim, Germany

Transportbetonwerk GmbH & Co. KG Mühlacker
Schillerstraße 15, 75417, Mühlacker, Germany

Waldsassen Baukeramik GmbH
Konnersreuther Strasse 1 - 3, 95625, Waldsassen,
Germany

Zoontjens Deutschland GmbH
Siemensstrasse 31, 47533, Kleve, Germany

Guernsey

Tarmac Marine (Guernsey) Limited
22 Havilland Street, St Peter Port, Guernsey, GY1
2QB, Guernsey

Hong Kong

Leviat Distribution China Limited
Room A 7/F, Queen's Centre, 56-64 Queen's Road
East, Wan Chai, Hong Kong

CRH USD Finance Zrt

H-1138 Budapest, Váci út 144-150, Hungary

CRH Üzleti Szolgáltatási Központ Korlátolt Felelősségű Társaság

47-49 Madarász Viktor street , Budapest, 1138,
Hungary

Danucem Magyarország Kft.

Madarász Viktor utca 47-49, H-1138 Budapest,
Hungary

Ferrobeton Szerkezetépítő Kft.

Székesdűlő 0136 hrsz, 2120 Dunakeszi, Hungary

FERROBETON Dunaújvárosi Beton- és Vasbetonelem-gyártó Zrt

Papírgyári út 18-22, 2400 Dunaújváros, Hungary

TransPlus (Hungary) Kft.

Madarász Viktor utca 47-49, H-1138 Budapest,
Hungary

India

CRH India Management Services Private Limited
725, D-Wing, Neelkanth Business Park, Nathani Road,
MUMBAI, Maharashtra, IN-400086, India

Leviat India Pte. Ltd.
309, 3rd Floor, Orion Business Park, Ghodbunder
Road, Kapurbawdi, Thane West, Thane, Maharashtra,
400607, India

Ireland

Agricultural Limestone Limited
42 Fitzwilliam Square, Dublin 2, D02 R279, Ireland

Anchor Wall Systems Limited (In Liquidation)
42 Fitzwilliam Square, Dublin 2, D02 R279, Ireland

Belgard Estates Limited
Fortunestown, Tallaght, Dublin 24, Ireland

Beton Limited
Unit 2 Northwest Business Park, Ballycoolin, Dublin
15, Ireland

Biskra Unlimited Company
42 Fitzwilliam Square, Dublin 2, D02 R279, Ireland

BR Concrete Flooring Limited
Unit 2 Northwest Business Park, Ballycoolin, Dublin
15, Ireland

Castlemore Group Sales Limited
42 Fitzwilliam Square, Dublin 2, D02 R279, Ireland

Cement Limited
42 Fitzwilliam Square, Dublin 2, D02 R279, Ireland

Cement Roadstone Investment Company Limited
42 Fitzwilliam Square, Dublin 2, D02 R279, Ireland

Clogrennane Lime Limited
Clogrennane, Co. Carlow, Ireland.

Clondalkin Concrete Limited
Fortunestown, Tallaght, Dublin 24, Ireland

Creeves Quarry Limited

Creeves, Shanagolden, Co. Limerick, Ireland

CRH Belgard Limited

42 Fitzwilliam Square, Dublin 2, D02 R279, Ireland

CRH Cementitious Trading Limited

42 Fitzwilliam Square, Dublin 2, D02 R279, Ireland

CRH Corporate Services Limited

42 Fitzwilliam Square, Dublin 2, D02 R279, Ireland

CRH Finance Designated Activity Company

42 Fitzwilliam Square, Dublin 2, D02 R279, Ireland

CRH Group Funding Limited

42 Fitzwilliam Square, Dublin 2, D02 R279, Ireland

CRH Group Procurement Services Limited

42 Fitzwilliam Square, Dublin 2, D02 R279, Ireland

CRH Group Services Limited

42 Fitzwilliam Square, Dublin 2, D02 R279, Ireland

CRH Group Technical Services Limited

42 Fitzwilliam Square, Dublin 2, D02 R279, Ireland

CRH International Unlimited Company

42 Fitzwilliam Square, Dublin 2, D02 R279, Ireland

Ireland

CRH Luxembourg Finance (Europe) Limited
42 Fitzwilliam Square, Dublin 2, D02 R279, Ireland

CRH North America Limited
42 Fitzwilliam Square, Dublin 2, D02 R279, Ireland

CRH Russia Limited
42 Fitzwilliam Square, Dublin 2, D02 R279, Ireland

CRH SMW Finance Designated Activity Company
42 Fitzwilliam Square, Dublin 2, D02 R279, Ireland

CRH Treasury Unlimited Company
42 Fitzwilliam Square, Dublin 2, D02 R279, Ireland

CRH Ventures Limited
42 Fitzwilliam Square, Dublin 2, D02 R279, Ireland

Cubis Systems Limited
IDA Industrial Estate, Racecourse Road, Roscommon,
Ireland

Donegal Lime Unlimited Company
42 Fitzwilliam Square, Dublin 2, D02 R279, Ireland

Farrans (Ireland) Limited
Unit 2 Northwest Business Park, Ballycoolin, Dublin
15, Ireland

Ireland

Farrans Materials Limited

Unit 2 Northwest Business Park, Ballycoolin, Dublin
15, Ireland

Fenton Investments Limited

42 Fitzwilliam Square, Dublin 2, D02 R279, Ireland

Goode Cement Limited

42 Fitzwilliam Square, Dublin 2, D02 R279, Ireland

Innovation Centre For Sustainable Construction Limited

42 Fitzwilliam Square, Dublin 2, D02 R279, Ireland

Irish Bitumen Storage Limited

Alexandra Road, Dublin Port, Dublin 3, Ireland

Irish Cement Holdings Limited

Platin, Drogheda, Ireland

Irish Cement Limited

Platin, Drogheda, Ireland

Irish Shared Administration Centre Limited

Fortunestown, Tallaght, Dublin 24, Ireland

John A. Wood Limited

Fortunestown, Tallaght, Dublin 24, Ireland

Ireland

Joseph Hogan Limited
Ballylin, Foynes, Co. Limerick, Ireland

Kemek Limited
Clonagh, Enfield, Co. Meath, Ireland

Kemek US Limited
Clonagh, Enfield, Co. Meath, Ireland

Khazari Limited
10 Earlsfort Terrace, Dublin 2, D02 T380, Ireland

Kilkenny Tarmac Limited
Dunbell Big, Maddoxtown, Co. Kilkenny, Ireland

Kirikee Investment Unlimited Company
42 Fitzwilliam Square, Dublin 2, D02 R279, Ireland

Kirwan Quarries Limited
Fortunestown, Tallaght, Dublin 24, Ireland

Mattest (Ireland) Limited
Unit 2 Northwest Business Park, Ballycoolin, Dublin
15, Ireland

Milverton Quarries Limited
Unit 2 Northwest Business Park, Ballycoolin, Dublin
15, Ireland

Ireland

NAL Products Limited

Slane Road, Drogheda, Ireland

Ormonde Brick Limited

Castlecemer, Co. Kilkenny, Ireland.

Roadstone Dublin Limited

42 Fitzwilliam Square, Dublin 2, D02 R279, Ireland

Roadstone Limited

Fortunestown, Tallaght, Dublin 24, Ireland

Roadstone Provinces Limited

Fortunestown, Tallaght, Dublin 24, Ireland

Roadstone Wood Limited

Fortunestown, Tallaght, Dublin 24, Ireland

Ryan Bros. (Ennis) Limited

Toonagh Quarry, Ennis, Ireland

SMC Farrans Limited

Unit 2 Northwest Business Park, Ballycoolin, Dublin
15, Ireland

Strangford (Plant) Limited

Unit 2 Northwest Business Park, Ballycoolin, Dublin
15, Ireland

Ireland

Tarmac Fleming (Quarries) Limited

One Spencer Dock, North Wall Quay, Dublin 1, D01
X9R7, Ireland

Tarmac Quarry Products (Ireland) Limited

One Spencer Dock, North Wall Quay, Dublin 1, D01
X9R7, Ireland

Tradburn Limited

Fortunestown, Tallaght, Dublin 24, Ireland

W.H. Beckett (Ireland) Limited

Unit 2 Northwest Business Park, Ballycoolin, Dublin
15, Ireland

CRH Group Insurance Services Limited

Level 2, Samuel Harris House, St George's Street,
Douglas, IM1 1AJ, Isle of Man

Island Aggregates Limited

Island House, Isle of Man Business Park, Douglas, Isle
of Man

Island Cement Limited

Island House, Isle of Man Business Park, Douglas, Isle
of Man, IM2 2QZ, Isle of Man

Italy

Leviat s.r.l. Società Unipersonale
Via Bronzetti 28 , 24124, Bergamo, Italy

Luxembourg

CRH North America Luxembourg Sàrl
18 Avenue Marie-Therese, L-2132 Luxembourg,
Luxembourg

Eqiom Luxembourg
68 Rue Romain Fandel, L-4149 Schiffflange,
Luxembourg

Malaysia

Leviat Sdn Bhd
Lot 28, Jalan Anggerik Mokara 31/59, 40460 Sha
Alam, Malaysia

Malta

CRH CAD Financing Limited

Vision Exchange Building, Level 2, Territorials Street,
Zone 1, Central Business District, Birkirkara CBD
1070, Malta

CRH Capital Limited

Vision Exchange Building, Triq it-Territorjals, Zone 1,
Central Business District, Birkirkara, CBD 1070,
Malta

CRH Finance Euro Limited

Vision Exchange Building, Triq it-Territorjals, Zone 1,
Central Business District, Birkirkara, CBD 1070,
Malta

CRH GBP Financing Limited

Vision Exchange Building, Triq it-Territorjals, Zone 1,
Central Business District, Birkirkara, CBD 1070,
Malta

CRH Group Insurance Services Europe Limited

Marsh Management Services Malta Limited, The
Hedge Business Centre, Level 3, Triq ir-Rampa ta San
Giiljan, St. Julians STJ1062, Malta

CRH Poland Financing Limited

Vision Exchange Building, Triq it-Territorjals, Zone 1,
Central Business District, Birkirkara, CBD 1070,
Malta

Mexico

OES ENCLOSURES MANUFACTURING MEXICO S. de R.L de C.V.
Carretera A Salinas Victoria KM 10.5, Salinas
Victoria, Nuevo Leon, 65500, Mexico

Stichting CRH Pensioenfonds

De Klencke 10, 1083 HL, Amsterdam, Netherlands

- Calduran B.V.**
Einsteinstraat 5, 3846 BH Harderwijk, Netherlands
- Calduran Kalkzandsteen B.V.**
Einsteinstraat 5, 3846 BH Harderwijk, Netherlands
- Cementbouw B.V.**
Bennebroekerdijk 244, 2142 LE Cruquius, Netherlands
- Cementbouw Betonmortel B.V.**
Bennebroekerdijk 244, 2142 LE Cruquius, Netherlands
- Cementbouw Bindmiddelen B.V.**
Bennebroekerdijk 244, 2142 LE Cruquius, Netherlands
- Cementbouw Logistics B.V.**
Industrieweg 15, 5860 AA Wanssum, Netherlands
- Cementbouw Mineralen B.V.**
Bennebroekerdijk 244, 2142 LE Cruquius, Netherlands
- Cementbouw Trucktechniek B.V.**
Industrieweg 15, 5861 EK Wanssum, Netherlands
- Cementbouw Zand & Grind B.V.**
Bennebroekerdijk 244, 2142 LE Cruquius, Netherlands
- CRH China Northeast Cement Investments B.V.**
De Klencke 10, 1083 HL, Amsterdam, Netherlands
- CRH Domestic Group B.V.**
De Klencke 10, 1083 HL, Amsterdam, Netherlands

Netherlands

CRH Europe Investments B.V.
De Kleencke 10, 1083 HL, Amsterdam, Netherlands

CRH Finland B.V.
De Kleencke 10, 1083 HL, Amsterdam, Netherlands

CRH Funding B.V.
De Kleencke 10, 1083 HL, Amsterdam, Netherlands

CRH India Investments B.V.
De Kleencke 10, 1083 HL, Amsterdam, Netherlands

CRH International B.V.
De Kleencke 10, 1083 HL, Amsterdam, Netherlands

CRH Mexico B.V.
De Kleencke 10, 1083 HL, Amsterdam, Netherlands

CRH Nederland B.V.
De Kleencke 10, 1083 HL, Amsterdam, Netherlands

CRH North Danube B.V.
De Kleencke 10, 1083 HL, Amsterdam, Netherlands

CRH Philippines Holdings B.V.
De Kleencke 10, 1083 HL, Amsterdam, Netherlands

CRH Ukraine B.V.
De Kleencke 10, 1083 HL, Amsterdam, Netherlands

Dycore B.V.
Ambachtsweg 16, 4906 CH, Oosterhout, Netherlands

Filiform B.V.

De Kraaldert 2, 4191 PH Geldermalsen, Netherlands

Heembeton B.V.

Boerdijk 30, 7844 TC, Veenoord, Netherlands

Leviat B.V.

Oostermaat 3, 7623 CS Borne, Netherlands

NSI-Holland B.V.

Polderweg 1, 6019 RG Wessum, Netherlands

Scaldex Nederland B.V.

Staverenstraat 13, 7418 CJ, Deventer, Netherlands

Struyk Verwo Groep B.V.

Rijnzathe 6 , 3454 PV, De Meern, Netherlands

Struyk Verwo Infra B.V.

Rijnzathe 6 , 3454 PV, De Meern, Netherlands

Van Neerbos Groep B.V.

De Klencke 10, 1083 HL, Amsterdam, Netherlands

VNB Real Estate B.V.

De Klencke 10, 1083 HL, Amsterdam, Netherlands

Zoontjens International B.V.

Centaurusweg 19-A, 5015 TA Tilburg, Netherlands

New Zealand

Leviat New Zealand LTD

Unit B, 19 Nuttal Drive, Hillsborough, Christchurch,
8022, New Zealand

Norway

Leviat AS
Veste Svanholmen 5, Sandnes, Norway, 4313 ,
Norway

Philippines

Cement Roadstone Holdings Philippines, Inc.

5th Floor, The Valero Tower, 122 Valero Street,
Salcedo Village, Brgy. Bel-Air, Makati City,
Philippines

CRH Aboitiz Holdings, Inc.

5th Floor, The Valero Tower, 122 Valero Street,
Salcedo Village, Brgy. Bel-Air, Makati City,
Philippines

Leviat Philippines Inc.

27F Office A, Podium West Tower, 12 ADB Avenue,
Ortigas Center, Mandaluyong City, 1550, Philippines

Republic Cement Services, Inc.

Menarco Tower, 32nd Street, BGC, Taguig, Metro
Manila, 1634, Philippines

Poland

Agriform Sp. z o.o.
Karsy 77, 27-530 Ozarów, Poland

Cement Ożarów S.A.
ul. ks. Ignacego Jana Skorupki 5, 00-546 Warsaw,
Poland

CRH Lab Sp. z o.o.
ul. ks. Ignacego Jana Skorupki 5, 00-546 Warsaw,
Poland

CRH Materials Polska Sp. z o.o.
ul. ks. Ignacego Jana Skorupki 5, 00-546 Warsaw,
Poland

Drogomex Sp. z o.o.
ul. Stefana Bryły 4, 05-800 Pruszków, Poland

Ergon Poland Sp. z o.o.
ul. Melgiewska 74, 20-234, Lublin, Poland

Gospodarstwo Innrol Sp. z o.o.
Sitkowska 24, 26-052, Nowiny, Poland

Leviat Sp. z o.o.
ul. Kolejowa 18a, 63460 Nowe Skalmierzyce, Poland

Poland

Halfen Sp. z o.o.

Ul. Obornicka 287, 60-691 Poznan, Poland

Mabau

Alternatywy 9; 05-532 Szymanow

Mabau Polska

Alternatywy 9, 05-532, Szymanów, Poland

Masfalt Sp. z o.o.

ul. Stefana Bryły 4, 05-800 Pruszków, Poland

Ovetill Investments

Siłkowska 24, 26-052, Nowiny, Poland

Polbruk S.A.

ul. Nowy Świat 16 c, 80-299 Gdansk, Poland

Przedsiębiorstwo Produkcji Mas Betonowych Bosta Beton Sp. z o.o.

ul. Ksawerów 30, 02-656 Warsaw, Poland

Trzuskawica S.A.

Siłkowska 24, 26-052, Nowiny, Poland

Romania

Elpreco S.A.

Calea Severinului 44, 200609 Craiova, Dolj County,
Romania

Euroaggregate S.R.L.

Municipiul Braşov, Braşov-Stupini Str. Baciului, Nr. 3
G, Judet Braşov, Romania

Ferroboton Romania srl

Neagoe Basarab Street 4, Negoiesti Village,
Com.Brazi, Prahova County, 107086, Romania

ROMCIM SA

93-95 Emanoil Porumbaru St, 1st and 5th floor,
District 1, Bucharest, 011424, Romania

Sapphire Energy SRL

93-95 Emanoil Porumbaru St., 1st and 5th floor, Room
1, Bucharest, 011424, Romania

SIMBETON S.R.L.

Cristur, Şos. HUNEDOAREI, Nr. 1-3, cam 2.2, etj 2,
jud HD, Deva, 330003, Romania

Russian Federation

OOO Elpo Rudus

Shosse Leningradskoe 69, 188810, Vyborg, Russian Federation

AGG Proizvodnja doo Popovac

Branka Ristića 8, Popovac, Paraćin, 35254, Serbia

Moravacem d.o.o. Popovac

Branka Ristića 8, Popovac, Paraćin, 35254, Serbia

Preduzeće za Proizvodnju i Montažu Proizvoda od Betona Ferrobeton Srb doo Apatin

Petra Drapšina 2b, Apatin, 25260, Serbia

Sapphire doo Popovac

Branka Ristića 8, Popovac, Paraćin, 35254, Serbia

CRH Asia Pacific Pte Limited

7 Straits View, #12-00, Marina One East Tower,
018936, Singapore

Leviat Pte. Ltd.

14 Benoi Crescent, Singapore, 629977 , Singapore

Danucem Slovensko a.s.

906 38 Rohožník, Slovakia

Ecorec Slovensko s.r.o.

Glejkovka 15, 902 03 Pezinok, Slovakia

Ferroboton Slovensko s.r.o.

Duett I., Nám. Osloboditeľov 3/A, Košice - mestská časť Juh 04001, Slovakia

Premac, spol.s r.o.

Stara Vajnorska cesta 25, 83217 Bratislava, Slovakia

TransPlus (Slovensko) s.r.o.

906 38 Rohožník, Slovakia

Agecement S.L.
BARRIO ARRAIBI, 40, LEMOA, BIZKAIA, 48330,
España

Áridos Moron SLU
Crta. de Moron a Puebla de Cazalla, Km 2.900 (Moron
de la Frontera - Sevilla), Spain

Áridos y Canteras del Norte, S.A.
BARRIO ARRAIBI, 40, LEMOA, BIZKAIA, 48330,
España

Beton Catalan, S.A.
Joaquim Molins, 5, 08028, Barcelona, Spain

Cantera de Aridos Puig Broca, S.A.
Joaquim Molins, 5, 08028, Barcelona, Spain

Cantera Zeanuri, S.L.
ALAMEDA DE URQUIJO, 10-2, Spain

Cementos Lemona, S.A.
BARRIO ARRAIBI, 40, 48330 LEMOA BIZKAIA,
Spain

Formigo i Bigues, S.A.

Joaquim Molins, 5, 08028, Barcelona, Spain

Formigons Girona, S.A.

Crta. C-250 de Girona A S. Feliu de Guixols, KM. 4,
3, 17242 Quart, Girona, Spain

Laboratorios de Control de la Resistencia del Hormigón SLU

Crta. Nacional II, KM. 722,2, 17481 Sant Julia de
Ramis, Girona, Spain

Leviat Ibérica, S.L.

IGNACIO ZULUAGA, 20. POL IND SANTA ANA,
28522, RIVAS VACIAMADRID, MADRID, Spain

Morteros Bizkor, S.L.

BARRIO ARRAIBI, 40, 48330 LEMOA BIZKAIA,
Spain

Santursaba, S.L.

BARRIO ARRAIBI, 40, 48330 LEMOA BIZKAIA,
Spain

Spain

Suberbeton, S.L.

Joaquim Molins, 5, 08028, Barcelona, Spain

Suberolita, S.A.

Teulera, 62, 17246 STA. Cristina D'Aro, Girona, Spain

Tamuz, S.A.

Joaquim Molins, 5, 08028, Barcelona, Spain

Transporte Y Bombo de Hormigones, S.A.

Joaquim Molins, 5, 08028, Barcelona, Spain

Sweden

Leviat AB
Vädursgatan 5, 412 50, Göteborg, Sweden

Switzerland

Aarebeton Aarau AG
Distelbergstrasse 8, CH-5000 , Aarau, Switzerland

Aarekies Aarau-Olten AG
Zurlindeninsel 1, 5000 Aarau, Switzerland

Abresto AG
Talstrasse 13, 5103, Wildegg, Switzerland

Beton Centre SA
Chemin de la Longivue 80-84, 1726 Farvagny-le-Grand, Switzerland

Betonpumpen AG St. Gallen
Waldmannstrasse 9a, 9014 St. Gallen, Switzerland

BLH Belagswerk Hasle AG
Dicki 200, 3415 Hasle-Ruegsau, Switzerland

CRH Finance Switzerland AG
c/o Risi AG, Kronauerstrasse 400, 6330 Cham, Switzerland

Fr. Blaser AG, Hasle
Dicki 200, 3415 Hasle-Ruegsau, Switzerland

Fritz Bertschi Transporte AG
Zurlindeninsel 1, 5000 Aarau, Switzerland

Graviere de Chatillon SA
rte de la Pisciculture 6, 1700, Fribourg, Switzerland

- Hastag (Zürich) AG**
Industriestrasse 16, 8196 Wil, Switzerland
- HASTAG St. Gallen Beton AG**
Waldmannstrasse 9a, 9014 St. Gallen, Switzerland
- Iff AG**
Aarwangenstrasse 4, 4704 Niederbipp, Switzerland
- JURA Management AG**
Zurlindeninsel 1, 5000 Aarau, Switzerland
- Jura-Cement-Fabriken AG**
Zurlindeninsel 1, 5000 Aarau, Switzerland
- Juracime S.A.**
La Ronde-Fin 20, 2087, Cornaux, Switzerland
- JURA-Holding AG**
Zurlindeninsel 1, 5000 Aarau, Switzerland
- KJR Transportbeton AG**
Muniweidstrasse, 4568, Daeniken, Switzerland
- Leviat AG**
Grenzstrasse 24, 3250 Lyss, Switzerland
- Parinag AG**
Ziegeleistrasse, 8252 Schlatt, Switzerland
- Risi AG**
Knouerstrasse 400, 6330 Cham, Switzerland
- Sand & Kies AG Luzern**
Kantonsstrasse 143, 6048 Horw, Switzerland

Switzerland

Transportbeton AG Luzern, in Horw
Kantonsstrasse 143, 6048 Horw, Switzerland

Wabag Kies AG
Rüttenenstrasse 57, 6375 Beckenried, Switzerland

Ukraine

"PJSC "Belotserkovskiy Precast Plant"

39 Sichnevyy Proryv St., Kiev Region, Bila Tserkva,
09113 Ukraine

Limited Liability Company "Cement"

70 Khutorskaya St., Odessa, 65055, Ukraine

LLC "CRH Ukraine"

Building 1, Prospect 40-richhia Zhovtnia 120, Kiev,
03127, Ukraine

LLC "Lvivskiy Beton"

Kyiv region, Bila Tserkva city, Sichnevogo Proryvu
39, Ukraine

PJSC Mykolaivcement

1 Stryiske Shose Str., Lviv Region, 81600, Ukraine

Podilsky Cement PJSC

Khmelnitske shosse 1A, Kamenets-Podilsky,
Khmelnitski Region, 32325, Ukraine

United Arab Emirates

Leviat FZE

P.O. Box 17225, Jebel Ali Free Zone, Dubai, United
Arab Emirates

01798945 Limited

President Way, Sheffield, S4 7UR, United Kingdom

08217271 Limited

President Way, Sheffield, S4 7UR, United Kingdom

Aberthaw Cement Limited

Ground Floor, T3 Trinity Park, Bickenhill Lane,
Birmingham, B37 7ES, United Kingdom

Aggregate Direct Limited

Ground Floor, T3 Trinity Park, Bickenhill Lane,
Birmingham, B37 7ES, United Kingdom

Alun Griffiths (Contractors) Limited

Waterways House, Merthyr Road, Llanfoist,
Abergavenny, Gwent, NP7 9PE, United Kingdom

Anymix Limited

Ground Floor, T3 Trinity Park, Bickenhill Lane,
Birmingham, B37 7ES, United Kingdom

Argot Properties Limited

Ground Floor, T3 Trinity Park, Bickenhill Lane,
Birmingham, B37 7ES, United Kingdom

Associated Portland Cement Manufacturers (1978) Limited (The)

Ground Floor, T3 Trinity Park, Bickenhill Lane,
Birmingham, B37 7ES, United Kingdom

Ball Mill Sand and Gravel Company Limited

Ground Floor, T3 Trinity Park, Bickenhill Lane,
Birmingham, B37 7ES, United Kingdom

BDP Surfacing Limited

Ground Floor, T3 Trinity Park, Bickenhill Lane,
Birmingham, B37 7ES, United Kingdom

Beasley Coated Stone Limited

Ground Floor, T3 Trinity Park, Bickenhill Lane,
Birmingham, B37 7ES, United Kingdom

Bettamix Limited

Ground Floor, T3 Trinity Park, Bickenhill Lane,
Birmingham, B37 7ES, United Kingdom

Blue Circle Dartford Estates Limited

Ground Floor, T3 Trinity Park, Bickenhill Lane,
Birmingham, B37 7ES, United Kingdom

Blue Circle Developments Limited

Ground Floor, T3 Trinity Park, Bickenhill Lane,
Birmingham, B37 7ES, United Kingdom

Blue Circle Investments Limited

Ground Floor, T3 Trinity Park, Bickenhill Lane,
Birmingham, B37 7ES, United Kingdom

Blue Circle Properties Limited

Ground Floor, T3 Trinity Park, Bickenhill Lane,
Birmingham, B37 7ES, United Kingdom

Blue Circle Residential Estates Limited

Ground Floor, T3 Trinity Park, Bickenhill Lane,
Birmingham, B37 7ES, United Kingdom

Blue Circle Share Shop Limited

Ground Floor, T3 Trinity Park, Bickenhill Lane,
Birmingham, B37 7ES, United Kingdom

Bodfari (Quarries) Limited

Ground Floor, T3 Trinity Park, Bickenhill Lane,
Birmingham, B37 7ES, United Kingdom

Bodfari Quarry Products Limited

Ground Floor, T3 Trinity Park, Bickenhill Lane,
Birmingham, B37 7ES, United Kingdom

Bothwell Park Brick Company Limited

Cambusnethan House, Linnet Way, Strathclyde
Business Park, Bellshill, ML4 3NJ, United Kingdom

Bowne & Shaw Limited

Ground Floor, T3 Trinity Park, Bickenhill Lane,
Birmingham, B37 7ES, United Kingdom

Brady Industries Limited

Ground Floor, T3 Trinity Park, Bickenhill Lane,
Birmingham, B37 7ES, United Kingdom

Briggs Amasco Curtainwall Limited

Ground Floor, T3 Trinity Park, Bickenhill Lane,
Birmingham, B37 7ES, United Kingdom

Bristol Aggregates Recycling Limited

Ground Floor, T3 Trinity Park, Bickenhill Lane,
Birmingham, B37 7ES, United Kingdom

British Portland Cement Association Limited (The)

Ground Floor, T3 Trinity Park, Bickenhill Lane,
Birmingham, B37 7ES, United Kingdom

Broadhill Developments Limited

Ground Floor, T3 Trinity Park, Bickenhill Lane,
Birmingham, B37 7ES, United Kingdom

Busy Bees Limited

Ground Floor, T3 Trinity Park, Bickenhill Lane,
Birmingham, B37 7ES, United Kingdom

Buxton Lime and Cement Limited

Ground Floor, T3 Trinity Park, Bickenhill Lane,
Birmingham, B37 7ES, United Kingdom

Buxton Lime Industries Limited

Ground Floor, T3 Trinity Park, Bickenhill Lane,
Birmingham, B37 7ES, United Kingdom

C4 Industries Limited

Units 3-5 Knowsley Industrial Park, Yardley Road,
Liverpool, L33 7SS, United Kingdom

Cambrian Stone Limited

Ground Floor, T3 Trinity Park, Bickenhill Lane,
Birmingham, B37 7ES, United Kingdom

Cannock Recycling Limited

Ground Floor, T3 Trinity Park, Bickenhill Lane,
Birmingham, B37 7ES, United Kingdom

Cempak Limited

Ground Floor, T3 Trinity Park, Bickenhill Lane,
Birmingham, B37 7ES, United Kingdom

Cities Group Holdings Limited

Ground Floor, T3 Trinity Park, Bickenhill Lane,
Birmingham, B37 7ES, United Kingdom

Cities UK Limited

Ground Floor, T3 Trinity Park, Bickenhill Lane,
Birmingham, B37 7ES, United Kingdom

CMS-Pozament Limited

Cambusnethan House, Linnet Way, Strathelyde
Business Park, Bellshill, ML4 3NJ, United Kingdom

Compass Aggregates Limited

Ground Floor, T3 Trinity Park, Bickenhill Lane,
Birmingham, B37 7ES, United Kingdom

Craven Street Developments Limited

Ground Floor, T3 Trinity Park, Bickenhill Lane,
Birmingham, B37 7ES, United Kingdom

CRH (UK) Limited

Ground Floor, T3 Trinity Park, Bickenhill Lane,
Birmingham, B37 7ES, United Kingdom

CRH Building Products Limited

Ground Floor, T3 Trinity Park, Bickenhill Lane,
Birmingham, B37 7ES, United Kingdom

CRH Finance (U.K.) plc

Ground Floor, T3 Trinity Park, Bickenhill Lane,
Birmingham, B37 7ES, United Kingdom

CRH France Holdings UK Limited

Ground Floor, T3 Trinity Park, Bickenhill Lane,
Birmingham, B37 7ES, United Kingdom

CRH Group Limited

Level 4, 40 Strand, London, WC2N 5RW, United
Kingdom

CRH Investments (UK) Limited

Ground Floor, T3 Trinity Park, Bickenhill Lane,
Birmingham, B37 7ES, United Kingdom

CRH Romania Holdings UK Limited

Ground Floor, T3 Trinity Park, Bickenhill Lane,
Birmingham, B37 7ES, United Kingdom

CRH Serbia Holdings UK Limited

Ground Floor, T3 Trinity Park, Bickenhill Lane,
Birmingham, B37 7ES, United Kingdom

Croxden Quarries Limited

Ground Floor, T3 Trinity Park, Bickenhill Lane,
Birmingham, B37 7ES, United Kingdom

Dow Mac Limited

Ground Floor, T3 Trinity Park, Bickenhill Lane,
Birmingham, B37 7ES, United Kingdom

E. G. Coleman (Weymouth) Limited

Ground Floor, T3 Trinity Park, Bickenhill Lane,
Birmingham, B37 7ES, United Kingdom

E.P.H. Contractors (Swindon) Limited

Hermes House, Fire Fly Avenue, Swindon, Wiltshire,
SN2 2GA, United Kingdom

East Coast Slag Products Limited

Ground Floor, T3 Trinity Park, Bickenhill Lane,
Birmingham, B37 7ES, United Kingdom

Ebor Machinery Limited

Ground Floor, T3 Trinity Park, Bickenhill Lane,
Birmingham, B37 7ES, United Kingdom

Ennemix Holdings Limited

Ground Floor, T3 Trinity Park, Bickenhill Lane,
Birmingham, B37 7ES, United Kingdom

Ennemix plc

Ground Floor, T3 Trinity Park, Bickenhill Lane,
Birmingham, B37 7ES, United Kingdom

Environmental Aggregates Limited

Ground Floor, T3 Trinity Park, Bickenhill Lane,
Birmingham, B37 7ES, United Kingdom

FILOFORM UK LTD

James Cowper Kreston 8th Floor South, Reading
Bridge House, George Street, Reading, RG1 8LS,
United Kingdom

Foxholes Business Park Limited

Ground Floor, T3 Trinity Park, Bickenhill Lane,
Birmingham, B37 7ES, United Kingdom

Francis Parker Land Limited

Ground Floor, T3 Trinity Park, Bickenhill Lane,
Birmingham, B37 7ES, United Kingdom

Francis Parker Limited

Ground Floor, T3 Trinity Park, Bickenhill Lane,
Birmingham, B37 7ES, United Kingdom

Francis Parker Properties Limited

Ground Floor, T3 Trinity Park, Bickenhill Lane,
Birmingham, B37 7ES, United Kingdom

Greater London Asphalt Limited

Ground Floor, T3 Trinity Park, Bickenhill Lane,
Birmingham, B37 7ES, United Kingdom

GRS Rail Services Limited

Ground Floor, T3 Trinity Park, Bickenhill Lane,
Birmingham, B37 7ES, United Kingdom

GRS Roadstone Group Limited

Unit 10 Goldsmith Way, Eliot Business Park,
Nuneaton, CV10 7RJ, United Kingdom

Halfen Limited

A1/A2 Portland Close, Houghton Regis, LU5 5AW,
Dunstable, United Kingdom

Harlow Asphalt Limited

Ground Floor, T3 Trinity Park, Bickenhill Lane,
Birmingham, B37 7ES, United Kingdom

High Carr Point Management Company Limited

New Street, Biddulph Moor, Stoke-on-Trent,
Staffordshire, ST8 7NL, United Kingdom

Hilton Property Holdings Limited

Ground Floor, T3 Trinity Park, Bickenhill Lane,
Birmingham, B37 7ES, United Kingdom

Holme Hall Quarries Limited

Ground Floor, T3 Trinity Park, Bickenhill Lane,
Birmingham, B37 7ES, United Kingdom

Hopkins Concrete Limited

Ground Floor, T3 Trinity Park, Bickenhill Lane,
Birmingham, B37 7ES, United Kingdom

Isedio Limited

9, President Way, Sheffield, England, S4 7UR, United
Kingdom

Ibstock Scottish Brick Limited

Oakbank, Mid Calder, Livingston, West Lothian,
Scotland, EH53 0JS, United Kingdom

Island Barn Aggregates Limited

Ground Floor, T3 Trinity Park, Bickenhill Lane,
Birmingham, B37 7ES, United Kingdom

Isle of Wight Aggregates Limited

Ground Floor, T3 Trinity Park, Bickenhill Lane,
Birmingham, B37 7ES, United Kingdom

J.B. Riney & Co. Limited

455 Wick Lane, London, E3 2TB, United Kingdom

Joe's Hartshill Limited

Ground Floor, T3 Trinity Park, Bickenhill Lane,
Birmingham, B37 7ES, United Kingdom

Kings & Company Limited

Cambusnethan House, Linnet Way, Strathclyde
Business Park, Bellshill, ML4 3NJ, United Kingdom

LAL-GRS Limited

Ground Floor, T3 Trinity Park, Bickenhill Lane,
Birmingham, B37 7ES, United Kingdom

Leviat Limited

President Way, Sheffield, S4 7UR, United Kingdom

Lignacite (Trade Mark) Limited

Ground Floor, T3 Trinity Park, Bickenhill Lane,
Birmingham, B37 7ES, United Kingdom

Lime-Sand Mortar (Southern) Limited

Cambusnethan House, Linnet Way, Strathelyde
Business Park, Bellshill, ML4 3NJ, United Kingdom

Linear Quarry Products Limited

Cambusnethan House, Linnet Way, Strathelyde
Business Park, Bellshill, ML4 3NJ, United Kingdom

Link Way Management Company Limited

Ground Floor, T3 Trinity Park, Bickenhill Lane,
Birmingham, B37 7ES, United Kingdom

LTM (City of London) Limited

Ground Floor, T3 Trinity Park, Bickenhill Lane,
Birmingham, B37 7ES, United Kingdom

LTM (City of Westminster) Limited

Ground Floor, T3 Trinity Park, Bickenhill Lane,
Birmingham, B37 7ES, United Kingdom

LTM (Southern) Limited

Ground Floor, T3 Trinity Park, Bickenhill Lane,
Birmingham, B37 7ES, United Kingdom

LTM (Western) Limited

Ground Floor, T3 Trinity Park, Bickenhill Lane,
Birmingham, B37 7ES, United Kingdom

LTM Crewing Services Limited

Ground Floor, T3 Trinity Park, Bickenhill Lane,
Birmingham, B37 7ES, United Kingdom

MCL COMPOSITES LIMITED

New Street, Biddulph Moor, Stoke-on-Trent,
Staffordshire, ST8 7NL, United Kingdom

MCL Group Industries Ltd

New Street, Biddulph Moor, Stoke-on-Trent,
Staffordshire, ST8 7NL, United Kingdom

MCL Industrial Enclosures Limited

C/O Mcl Composites New Street, Biddulph Moor,
Stoke-On-Trent, United Kingdom

Medway Valley Park Limited

Ground Floor, T3 Trinity Park, Bickenhill Lane,
Birmingham, B37 7ES, United Kingdom

Mersey Sand Suppliers Limited

Ground Floor, T3 Trinity Park, Bickenhill Lane,
Birmingham, B37 7ES, United Kingdom

Minevote Public Limited Company

100 Victoria Street, London, England, SW1E 5JL,
United Kingdom

Minimix Limited

Ground Floor, T3 Trinity Park, Bickenhill Lane,
Birmingham, B37 7ES, United Kingdom

Moreys (Verwood) Limited

Ground Floor, T3 Trinity Park, Bickenhill Lane,
Birmingham, B37 7ES, United Kingdom

NAL Developments Limited

Weir Lane, Worcester, Worcestershire, WR2 4AY,
United Kingdom

NAL Limited

Weir Lane, Worcester, Worcestershire, WR2 4AY,
United Kingdom

Nash Rocks Stone and Lime Company Limited

Ground Floor, T3 Trinity Park, Bickenhill Lane,
Birmingham, B37 7ES, United Kingdom

National Road Planing Limited

Ground Floor, T3 Trinity Park, Bickenhill Lane,
Birmingham, B37 7ES, United Kingdom

New London Road Developments Limited

Ground Floor, T3 Trinity Park, Bickenhill Lane,
Birmingham, B37 7ES, United Kingdom

North Notts Gravel Company Limited

Ground Floor, T3 Trinity Park, Bickenhill Lane,
Birmingham, B37 7ES, United Kingdom

North Tyne Roadstone Limited

Ground Floor, T3 Trinity Park, Bickenhill Lane,
Birmingham, B37 7ES, United Kingdom

Northstone Products Limited

c/o Farrans (Construction) Limited, New Cambridge House, Litlington, SG8 0SS, United Kingdom

Panvers Limited

Ground Floor, T3 Trinity Park, Bickenhill Lane, Birmingham, B37 7ES, United Kingdom

Peel Lamp Properties Limited

Venus Building, 1 Old Park Lane, Traffordcity, Manchester, M41 7HA, United Kingdom

Plasterboard Direct Limited

Ground Floor, T3 Trinity Park, Bickenhill Lane, Birmingham, B37 7ES, United Kingdom

Pozament Limited

Cambusnethan House, Linnet Way, Strathelyde Business Park, Bellshill, ML4 3NJ, United Kingdom

Premier (Howden) Limited

c/o Premier Cement Limited, Shed E, Kings Dock,
Swansea, Wales, SA1 8QT, United Kingdom

Premier (Montrose) Limited

c/o Premier Cement Limited, Shed E, Kings Dock,
Swansea, Wales, SA1 8QT, United Kingdom

Premier Garston Limited

c/o Premier Cement Limited, Shed E, Kings Dock,
Swansea, Wales, SA1 8QT, United Kingdom

Prestige Sports Surfaces Limited

Ground Floor, T3 Trinity Park, Bickenhill Lane,
Birmingham, B37 7ES, United Kingdom

Providethat Limited

Ground Floor, T3 Trinity Park, Bickenhill Lane,
Birmingham, B37 7ES, United Kingdom

Purple Alpha Limited

Waterways House, Merthyr Road, Llanfoist,
Abergavenny, Monmouthshire, NP7 9PE, United
Kingdom

R. H. Roadstone Limited

Ground Floor, T3 Trinity Park, Bickenhill Lane,
Birmingham, B37 7ES, United Kingdom

R.R. Land Investments Limited

Ground Floor, T3 Trinity Park, Bickenhill Lane,
Birmingham, B37 7ES, United Kingdom

Raisby Quarries Limited

Ground Floor, T3 Trinity Park, Bickenhill Lane,
Birmingham, B37 7ES, United Kingdom

Redland Limited

Ground Floor, T3 Trinity Park, Bickenhill Lane,
Birmingham, B37 7ES, United Kingdom

Redland Minerals Limited

Ground Floor, T3 Trinity Park, Bickenhill Lane,
Birmingham, B37 7ES, United Kingdom

Redland Properties Limited

Ground Floor, T3 Trinity Park, Bickenhill Lane,
Birmingham, B37 7ES, United Kingdom

Redland Property Holdings Limited

Ground Floor, T3 Trinity Park, Bickenhill Lane,
Birmingham, B37 7ES, United Kingdom

Redland Readymix Holdings Limited

Ground Floor, T3 Trinity Park, Bickenhill Lane,
Birmingham, B37 7ES, United Kingdom

Richard Abel & Sons, Limited

Ground Floor, T3 Trinity Park, Bickenhill Lane,
Birmingham, B37 7ES, United Kingdom

Ritemix Concrete Limited

Ground Floor, T3 Trinity Park, Bickenhill Lane,
Birmingham, B37 7ES, United Kingdom

Roseland Aggregates Limited

Ground Floor, T3 Trinity Park, Bickenhill Lane,
Birmingham, B37 7ES, United Kingdom

S.G. Baldwin Limited

Ground Floor, T3 Trinity Park, Bickenhill Lane,
Birmingham, B37 7ES, United Kingdom

Sapphire Energy Recovery Limited

Ground Floor, T3 Trinity Park, Bickenhill Lane,
Birmingham, B37 7ES, United Kingdom

Schofield Centre Limited

Ground Floor, T3 Trinity Park, Bickenhill Lane,
Birmingham, B37 7ES, United Kingdom

ScotAsh Limited

Ground Floor, T3 Trinity Park, Bickenhill Lane,
Birmingham, B37 7ES, United Kingdom

Scunthorpe Slag Limited

Ground Floor, T3 Trinity Park, Bickenhill Lane,
Birmingham, B37 7ES, United Kingdom

Severn Valley Brick Company Limited

Ground Floor, T3 Trinity Park, Bickenhill Lane,
Birmingham, B37 7ES, United Kingdom

Site Mixed Concrete Limited

Ground Floor, T3 Trinity Park, Bickenhill Lane,
Birmingham, B37 7ES, United Kingdom

Situsec Contractors Limited

Ground Floor, T3 Trinity Park, Bickenhill Lane,
Birmingham, B37 7ES, United Kingdom

Solent Aggregates Limited

Ground Floor, T3 Trinity Park, Bickenhill Lane,
Birmingham, B37 7ES, United Kingdom

South Kensington Developments Limited

Ground Floor, T3 Trinity Park, Bickenhill Lane,
Birmingham, B37 7ES, United Kingdom

Southern Cement Limited

No. 1 Shed, Cliff Quay, Port of Ipswich, Suffolk, IP3
0BS, United Kingdom

Steelley Construction Materials Limited

Ground Floor, T3 Trinity Park, Bickenhill Lane,
Birmingham, B37 7ES, United Kingdom

Steelley Quarry Products Limited

Ground Floor, T3 Trinity Park, Bickenhill Lane,
Birmingham, B37 7ES, United Kingdom

Tarmac (BA) Limited

Cambusnethan House, Linnet Way, Strathclyde
Business Park, Bellshill, ML4 3NJ, United Kingdom

Tarmac (South Western) Limited

Ground Floor, T3 Trinity Park, Bickenhill Lane,
Birmingham, B37 7ES, United Kingdom

Tarmac (SQ) Limited

Ground Floor, T3 Trinity Park, Bickenhill Lane,
Birmingham, B37 7ES, United Kingdom

Tarmac Aggregates Limited

Ground Floor, T3 Trinity Park, Bickenhill Lane,
Birmingham, B37 7ES, United Kingdom

Tarmac Asphalt Limited

Ground Floor, T3 Trinity Park, Bickenhill Lane,
Birmingham, B37 7ES, United Kingdom

Tarmac Benchmark Developments Limited

Ground Floor, T3 Trinity Park, Bickenhill Lane,
Birmingham, B37 7ES, United Kingdom

Tarmac Bricks & Tiles Limited

Ground Floor, T3 Trinity Park, Bickenhill Lane,
Birmingham, B37 7ES, United Kingdom

Tarmac Brookglade Properties Public Limited Company

Ground Floor, T3 Trinity Park, Bickenhill Lane,
Birmingham, B37 7ES, United Kingdom

Tarmac Building Materials Limited

Ground Floor, T3 Trinity Park, Bickenhill Lane,
Birmingham, B37 7ES, United Kingdom

Tarmac Building Products Limited

Interchange 10, Railway Drive, Wolverhampton, WV1
1LH, United Kingdom

Tarmac Burford (Southern) Limited

Ground Floor, T3 Trinity Park, Bickenhill Lane,
Birmingham, B37 7ES, United Kingdom

Tarmac Caledonian Limited

Cambusnethan House, Linnet Way, Strathelyde
Business Park, Bellshill, ML4 3NJ, United Kingdom

Tarmac Cement and Lime Limited

Ground Floor, T3 Trinity Park, Bickenhill Lane,
Birmingham, B37 7ES, United Kingdom

Tarmac Central Limited

Ground Floor, T3 Trinity Park, Bickenhill Lane,
Birmingham, B37 7ES, United Kingdom

Tarmac Concrete Products Limited

Ground Floor, T3 Trinity Park, Bickenhill Lane,
Birmingham, B37 7ES, United Kingdom

Tarmac DC Pension Trustee Limited

Ground Floor, T3 Trinity Park, Bickenhill Lane,
Birmingham, B37 7ES, United Kingdom

Tarmac Directors (UK) Limited

Ground Floor, T3 Trinity Park, Bickenhill Lane,
Birmingham, B37 7ES, United Kingdom

Tarmac Group Limited

Ground Floor, T3 Trinity Park, Bickenhill Lane,
Birmingham, B37 7ES, United Kingdom

Tarmac Guildford Limited

Ground Floor, T3 Trinity Park, Bickenhill Lane,
Birmingham, B37 7ES, United Kingdom

Tarmac Holdings (THL) Limited

Ground Floor, T3 Trinity Park, Bickenhill Lane,
Birmingham, B37 7ES, United Kingdom

Tarmac Holdings Limited

Ground Floor, T3 Trinity Park, Bickenhill Lane,
Birmingham, B37 7ES, United Kingdom

Tarmac Industrial Minerals Holdings Limited

Ground Floor, T3 Trinity Park, Bickenhill Lane,
Birmingham, B37 7ES, United Kingdom

Tarmac Industrial Minerals Limited

Ground Floor, T3 Trinity Park, Bickenhill Lane,
Birmingham, B37 7ES, United Kingdom

Tarmac Industrial Products Limited

Ground Floor, T3 Trinity Park, Bickenhill Lane,
Birmingham, B37 7ES, United Kingdom

Tarmac Leasing Limited

Ground Floor, T3 Trinity Park, Bickenhill Lane,
Birmingham, B37 7ES, United Kingdom

Tarmac Limited

Ground Floor, T3 Trinity Park, Bickenhill Lane,
Birmingham, B37 7ES, United Kingdom

Tarmac Marine Limited

Ground Floor, T3 Trinity Park, Bickenhill Lane,
Birmingham, B37 7ES, United Kingdom

Tarmac Minerals Limited

Ground Floor, T3 Trinity Park, Bickenhill Lane,
Birmingham, B37 7ES, United Kingdom

Tarmac Minimix Limited

Ground Floor, T3 Trinity Park, Bickenhill Lane,
Birmingham, B37 7ES, United Kingdom

Tarmac Nominees Limited

Ground Floor, T3 Trinity Park, Bickenhill Lane,
Birmingham, B37 7ES, United Kingdom

Tarmac Nominees Two Limited

Ground Floor, T3 Trinity Park, Bickenhill Lane,
Birmingham, B37 7ES, United Kingdom

Tarmac Northern Limited

Ground Floor, T3 Trinity Park, Bickenhill Lane,
Birmingham, B37 7ES, United Kingdom

Tarmac Properties (JMA) Limited

Ground Floor, T3 Trinity Park, Bickenhill Lane,
Birmingham, B37 7ES, United Kingdom

Tarmac Properties Home Counties Limited

Ground Floor, T3 Trinity Park, Bickenhill Lane,
Birmingham, B37 7ES, United Kingdom

Tarmac Properties Limited

Ground Floor, T3 Trinity Park, Bickenhill Lane,
Birmingham, B37 7ES, United Kingdom

Tarmac Provincial Properties Limited

Ground Floor, T3 Trinity Park, Bickenhill Lane,
Birmingham, B37 7ES, United Kingdom

Tarmac Recycling Services Limited

Ground Floor, T3 Trinity Park, Bickenhill Lane,
Birmingham, B37 7ES, United Kingdom

Tarmac Roadstone Holdings Limited

Ground Floor, T3 Trinity Park, Bickenhill Lane,
Birmingham, B37 7ES, United Kingdom

Tarmac Roadstone Limited

Ground Floor, T3 Trinity Park, Bickenhill Lane,
Birmingham, B37 7ES, United Kingdom

Tarmac Roadstone Nominees Limited

Ground Floor, T3 Trinity Park, Bickenhill Lane,
Birmingham, B37 7ES, United Kingdom

Tarmac Secretaries (UK) Limited

Ground Floor, T3 Trinity Park, Bickenhill Lane,
Birmingham, B37 7ES, United Kingdom

Tarmac Services Limited

Ground Floor, T3 Trinity Park, Bickenhill Lane,
Birmingham, B37 7ES, United Kingdom

Tarmac Shelfco Limited

Ground Floor, T3 Trinity Park, Bickenhill Lane,
Birmingham, B37 7ES, United Kingdom

Tarmac Structural Concrete Limited

Ground Floor, T3 Trinity Park, Bickenhill Lane,
Birmingham, B37 7ES, United Kingdom

Tarmac Topblock Limited

Ground Floor, T3 Trinity Park, Bickenhill Lane,
Birmingham, B37 7ES, United Kingdom

Tarmac Topflight Limited

Ground Floor, T3 Trinity Park, Bickenhill Lane,
Birmingham, B37 7ES, United Kingdom

Tarmac Toplite Limited

Ground Floor, T3 Trinity Park, Bickenhill Lane,
Birmingham, B37 7ES, United Kingdom

Tarmac Topmix Limited

Ground Floor, T3 Trinity Park, Bickenhill Lane,
Birmingham, B37 7ES, United Kingdom

Tarmac Trading Limited

Ground Floor, T3 Trinity Park, Bickenhill Lane,
Birmingham, B37 7ES, United Kingdom

Tarmac Trustees Limited

Ground Floor, T3 Trinity Park, Bickenhill Lane,
Birmingham, B37 7ES, United Kingdom

Tarmac UK Holdings Limited

Ground Floor, T3 Trinity Park, Bickenhill Lane,
Birmingham, B37 7ES, United Kingdom

Tarmac UK Limited

Ground Floor, T3 Trinity Park, Bickenhill Lane,
Birmingham, B37 7ES, United Kingdom

Tarmac Western Limited

Ground Floor, T3 Trinity Park, Bickenhill Lane,
Birmingham, B37 7ES, United Kingdom

TCR Aggregates Limited

Cambusnethan House, Linnet Way, Strathelyde
Business Park, Bellshill, ML4 3NJ, United Kingdom

Teesside Slag Limited

Ground Floor, T3 Trinity Park, Bickenhill Lane,
Birmingham, B37 7ES, United Kingdom

Tendley Quarries Limited

Brigham, Cockermouth, Cumbria, CA13 0SE, United
Kingdom

TGCL (Oldco) Limited

Ground Floor, T3 Trinity Park, Bickenhill Lane,
Birmingham, B37 7ES, United Kingdom

The Northumberland Whinstone Company Limited

Ground Floor, T3 Trinity Park, Bickenhill Lane,
Birmingham, B37 7ES, United Kingdom

Thermodeck Limited

Ground Floor, T3 Trinity Park, Bickenhill Lane,
Birmingham, B37 7ES, United Kingdom

Tilcon (North) Limited

Ground Floor, T3 Trinity Park, Bickenhill Lane,
Birmingham, B37 7ES, United Kingdom

Tilcon Holdings Limited

Ground Floor, T3 Trinity Park, Bickenhill Lane,
Birmingham, B37 7ES, United Kingdom

Tilcon Scotland Limited

Cambusnethan House, Linnet Way, Strathclyde
Business Park, Bellshill, ML4 3NJ, United Kingdom

Tilcon Services Limited

Ground Floor, T3 Trinity Park, Bickenhill Lane,
Birmingham, B37 7ES, United Kingdom

Tilling Construction Services Limited

Ground Floor, T3 Trinity Park, Bickenhill Lane,
Birmingham, B37 7ES, United Kingdom

Tipton Group Limited

Ground Floor, T3 Trinity Park, Bickenhill Lane,
Birmingham, B37 7ES, United Kingdom

Tipton Holdings Limited

Ground Floor, T3 Trinity Park, Bickenhill Lane,
Birmingham, B37 7ES, United Kingdom

Topmix (Mortars) Limited

Ground Floor, T3 Trinity Park, Bickenhill Lane,
Birmingham, B37 7ES, United Kingdom

Topmix Limited

Ground Floor, T3 Trinity Park, Bickenhill Lane,
Birmingham, B37 7ES, United Kingdom

Trevians Limited

Ground Floor, T3 Trinity Park, Bickenhill Lane,
Birmingham, B37 7ES, United Kingdom

United Fireclay Products Limited

Oakbank, Mid Calder, Livingston, West Lothian,
Scotland, EH53 0JS, United Kingdom

United Marine Aggregates Limited

Ground Floor, T3 Trinity Park, Bickenhill Lane,
Birmingham, B37 7ES, United Kingdom

Val de Travers Asphalte Limited

Ground Floor, T3 Trinity Park, Bickenhill Lane,
Birmingham, B37 7ES, United Kingdom

Vicourt Limited

Ground Floor, T3 Trinity Park, Bickenhill Lane,
Birmingham, B37 7ES, United Kingdom

W.J.Hall & Sons (Gorleston) Limited

Ground Floor, T3 Trinity Park, Bickenhill Lane,
Birmingham, B37 7ES, United Kingdom

Wales and Border Counties Plant Hire Limited

Waterways House, Merthyr Road, Llanfoist,
Abergavenny, Monmouthshire, NP7 9PE, United
Kingdom

Welsh Aggregates Limited

Ground Floor, T3 Trinity Park, Bickenhill Lane,
Birmingham, B37 7ES, United Kingdom

White Lion Walk Limited

Ground Floor, T3 Trinity Park, Bickenhill Lane,
Birmingham, B37 7ES, United Kingdom

Winnix Limited

Ground Floor, T3 Trinity Park, Bickenhill Lane,
Birmingham, B37 7ES, United Kingdom

Yalwen Limited

Ground Floor, T3 Trinity Park, Bickenhill Lane,
Birmingham, B37 7ES, United Kingdom

3825 Real Estate Investment, LLC

Corporation Service Company, 50 West Broad Street,
Suite 1330, Columbus OH 43215, United States

A Mining Group, LLC

Corporation Service Company, 1201 Hays Street,
Tallahassee FL 32301, United States

All Ohio Ready- Mix Transportation, Inc.

Corporation Service Company, 50 West Broad Street,
Suite 1330, Columbus OH 43215, United States

American Cleaning and Maintenance Enterprises, Inc.

CSC-Lawyers Incorporating Service Company, 221
Bolivar Street, Jefferson City MO 65101, United
States

Anchor Wall Engineering, LLC

Corporation Service Company, 2345 Rice Street, Suite
230, Roseville MN 55113, United States

Anchor Wall Systems Limited

Corporation Service Company, 251 Little Falls Drive,
Wilmington DE 19808, United States

Anchor Wall Systems, Inc.

Corporation Service Company, 2345 Rice Street, Suite
230, Roseville MN 55113, United States

APAC Construction Communications Company

Corporation Service Company, 251 Little Falls Drive,
Wilmington DE 19808, United States

APAC-Atlantic, Inc.

Corporation Service Company, 251 Little Falls Drive,
Wilmington DE 19808, United States

APAC-Central, Inc.

Corporation Service Company, 251 Little Falls Drive,
Wilmington DE 19808, United States

APAC-Kansas, Inc.

Corporation Service Company, 251 Little Falls Drive,
Wilmington DE 19808, United States

APAC-Mississippi, Inc.

Corporation Service Company, 251 Little Falls Drive,
Wilmington DE 19808, United States

APAC-Tennessee, Inc.

Corporation Service Company, 251 Little Falls Drive,
Wilmington DE 19808, United States

APG Mid-Atlantic, Inc.

Corporation Service Company, 2345 Rice Street, Suite
230, Roseville MN 55113, United States

Appalachian Aggregates, LLC

Corporation Service Company, 251 Little Falls Drive,
Wilmington DE 19808, United States

Ash Grove Aggregates, Inc.

CSC-Lawyers Incorporating Service Company, 221
Bolivar Street, Jefferson City MO 65101, United
States

Ash Grove Cement Company

Corporation Service Company, 251 Little Falls Drive,
Wilmington DE 19808, United States

Ash Grove Investments, LLC

Corporation Service Company, 2900 SW Wanamaker Drive, Suite 204, Topeka KS 66614, United States

Ash Grove Materials Corporation

Corporation Service Company, 251 Little Falls Drive, Wilmington DE 19808, United States

Ash Grove Packaging Group, Inc.

Corporation Service Company, 300 Spring Building, Suite 900, Little Rock AR 72201, United States

Ash Grove Resources, LLC

Corporation Service Company, 2900 SW Wanamaker Drive, Suite 204, Topeka KS 66614, United States

Asheboro Bypass Constructors, LLC

Corporation Service Company, 327 Hillsborough Street, Raleigh NC 27603, United States

Ashley Acquisition, LLC

Corporation Service Company, 251 Little Falls Drive, Wilmington DE 19808, United States

Bacco Materials, Inc.

Corporation Service Company, 109 Executive Drive, Suite 3, Madison MS 39110, United States

Backyard Acquireco, Inc.

251 Little Falls Drive, Wilmington DE 19808, United States

Backyard Midco, Inc.

251 Little Falls Drive, Wilmington DE 19808, United States

Barrette Logistics, Inc.

Corporation Service Company, 1201 Hays Street, Tallahassee, FL 32301, U.S.A.

Barrette Outdoor Living Holdings, Inc.

251 Little Falls Drive, Wilmington DE 19808, United States

Barrette Outdoor Living, Inc.

3366 Riverside Drive, Suite 103, Upper Arlington, OH, 43221, Corporation Service Company (CSC)

Barrette Urban Renewal, L.L.C.

100 Charles Ewing, Suite 160, Princeton South Corporate Ctr., Ewing, NJ, 08628, Corporation Service Company (CSC)

Barriere Construction Co., LLC

Corporation Service Company, 501 Louisiana Avenue, Baton Rouge LA 70802, United States

Belgard Finance Company, Inc.

Corporation Service Company, 251 Little Falls Drive, Wilmington DE 19808, United States

Bellco Materials, Inc.

Corporation Service Company, 115 S.W. 89th Street, Oklahoma City, United States

Binggeli Rock Products, Inc.

Corporation Service Company, 10 East South Temple,
Suite 850, Salt Lake City UT 84133, United States

Bonsal American, Inc.

Corporation Service Company, 251 Little Falls Drive,
Wilmington DE 19808, United States

Bourbon Limestone Company

CSC-Lawyer Incorporating Service Company, 421
West Main Street, Frankfort, KY 40601, U.S.A.

Boyle Transportation Services, LLC

251 Little Falls Drive, Wilmington DE 19808, United
States

Buchanan Marine, Inc.

Corporation Service Company, 251 Little Falls Drive,
Wilmington DE 19808, United States

Buckeye Resources, Inc.

Corporation Service Company, 50 West Broad Street,
Suite 1330, Columbus OH 43215, United States

Callanan Industries, Inc.
Corporation Service Company, 251 Little Falls Drive,
Wilmington DE 19808, United States

CCP Properties, Inc.
Corporation Service Company, 2900 SW Wanamaker
Drive, Suite 204, Topeka KS 66614, United States

Central Allied Enterprises, Inc.
Corporation Service Company, 50 West Broad Street,
Suite 1330, Columbus OH 43215, United States

Central Concrete Supply, LLC
135 North Pennsylvania Street, Suite 1610,
Indianapolis IN 46204, United States

Central Supply Company of West Virginia
Corporation Service Company, 209 West Washington
Street, Charleston, WV 25302, U.S.A.

Century Concrete, Inc.

Corporation Service Company, 2900 SW Wanamaker Drive, Suite 204, Topeka KS 66614, United States

Century Terminals, LLC

CSC-Lawyers Incorporating Service, 211 E. 7th Street, Suite 620, Austin, TX 78701-3218, U.S.A.

Churchill Holding Company, Inc.

251 Little Falls Drive, Wilmington DE 19808, United States

Cody Capital, LLC

Corporation Service Company, 251 Little Falls Drive, Wilmington DE 19808, United States

Columbus Limestone, Inc.

Corporation Service Company, 50 West Broad Street, Suite 1330, Columbus OH 43215, United States

Composite Technologies LLC

Corporation Service Company, 505 5th Avenue, Suite 729, Des Moines ID 50309, United States

Conco Quarries, Inc.

CSC-Lawyers Incorporating Service Company, 221 Bolivar Street, Jefferson City MO 65101, United States

Concrete Company of Springfield

CSC-Lawyers Incorporating Service Company, 221 Bolivar Street, Jefferson City MO 65101, United States

Concrete Company of the Ozarks

CSC-Lawyers Incorporating Service Company, 221 Bolivar Street, Jefferson City MO 65101, United States

Concrete Supply, L.L.C.

135 North Pennsylvania Street, Suite 1610, Indianapolis IN 46204, United States

CPM Development Corporation

Corporation Service Company, 300 Deschutes Way SW, Suite 304, Turnwater, WA 98501, U.S.A.

CRH America Finance, Inc.

Corporation Service Company, 251 Little Falls Drive, Wilmington DE 19808, United States

CRH America, Inc.

Corporation Service Company, 251 Little Falls Drive, Wilmington DE 19808, United States

CRH Americas Materials, Inc.

Corporation Service Company, 251 Little Falls Drive, Wilmington DE 19808, United States

CRH Americas Products, Inc.

Corporation Service Company, 251 Little Falls Drive, Wilmington DE 19808, United States

CRH Americas, Inc.

Corporation Service Company, 251 Little Falls Drive, Wilmington DE 19808, United States

CRH Finance America, Inc.

Corporation Service Company, 251 Little Falls Drive, Wilmington DE 19808, United States

CRH Group Insurance Services (U.S.), Inc.

Corporation Service Company, 1703 Laurel Street,
Columbia, SC 29201, U.S.A.

Dalou LLC

CSC-Lawyers Incorporating Service, 2710 Gateway
Oak Drive, Suite 150N, Sacramento CA,
95833, United States

D.W.L., Inc.

Corporation Service Company, Bank of America
Center, 16th Floor, 1111 East Main Street, Richmond
VA 23219, United States

Dixie Cut Stone Realty, LLC

Amy Buben, 8311 Summer Ridge Ct., Freeland MI
48623, United States

Dolomite Products Company, Inc.

Corporation Service Company, 80 State Street, Albany
NY 12207-2543, United States

Dtrt Colfax Pipe, LLC

Corporation Service Company, 80 State Street,
Albany, NY 12207-2543, U.S.A.

Dtrt Endicott Pipe, LLC

Corporation Service Company, 80 State Street,
Albany, NY 12207-2543, U.S.A.

DTRT Page, LLC

Corporation Service Company, 80 State Street,
Albany, NY 12207-2543, U.S.A.

Duratec Holdco, Inc.

251 Little Falls Drive, Wilmington DE 19808, United States

Duratec Newco, Inc.

251 Little Falls Drive, Wilmington DE 19808, United States

Eire Corporation

Corporation Service Company, 300 Deschutes Way SW, Suite 304, Turnwater WA 98501, United States

EPH Urban Renewal, L.L.C.

100 Charles Ewing, Suite 160, Princeton South Corporate Ctr., Ewing, NJ, 08628, Corporation Service Company (CSC)

Evans Construction Company

Corporation Service Company, 1821 Logan Avenue, Cheyenne WY 82001, United States

FCG Truck Service, Inc.

Corporation Service Company, 50 West Broad Street, Suite 1330, Columbus OH 43215, United States

Finbar Equity Investments, LLC

Corporation Service Company, 251 Little Falls Drive, Wilmington DE 19808, United States

Finish Line Trucking, LLC

Corporation Service Company, 421 West Main Street, Frankfort KY 40601, United States

Fordyce Concrete Company

Corporation Service Company, 2900 SW Wanamaker Drive, Suite 204, Topeka KS 66614, United States

Former Big River Shell Co.

Corporation Service Company, 501 Louisiana Avenue,
Baton Rouge LA 70802-5921, United States

Galloway Trading Company, LLC

Corporation Service Company, 251 Little Falls Drive,
Wilmington DE 19808, United States

Generation Paving, Inc.

135 North Pennsylvania Street, Suite 1610,
Indianapolis IN 46204, United States

Gerhold Concrete Company, Inc.

CSC-Lawyers Incorporating Service Company, 233
South 13th Street , Suite 1900, Lincoln NE 68508,
United States

GG RE Co.

Corporation Service Company, 251 Little Falls Drive,
Wilmington DE 19808, United States

GMS Land Holdings, LLC

Corporation Service Company, 40 Technology
Parkway South, #300, Norcross GA 30092, United
States

Granite City Aggregate, LLC

Corporation Service Company, 2345 Rice Street, Suite
230, Roseville MN 55113, United States

Greyhawk Associates L.L.C.

Corporation Service Company, 100 Princeton South
Corporate Center, Suite 160, Ewing NJ 08628, United
States

United States

Hancock Concrete Products, LLC

Corporation Service Company, 2345 Rice Street, Suite 230, Roseville MN 55113, United States

Helena Sand & Gravel, Inc.

Corporation Service Company, 251 Little Falls Drive, Wilmington DE 19808, United States

Hinkle Contracting Company, LLC

Corporation Service Company, 421 West Main Street, Frankfort, KY , 40601, U.S.A.

H-K Contractors of Wyoming, Inc.

Corporation Service Company, 1821 Logan Avenue, Cheyenne WY 82001, United States

H-K Contractors, Inc.

Corporation Service Company, 12550 W. Explorer Drive, Suite 100, Boise ID 83713, United States

Holliday Sand & Gravel Company, Inc.

CSC-Lawyers Incorporating Service Company, 221 Bolivar Street, Jefferson City MO 65101, United States

Houston Cement Company, LP

C T Corporation System , 1999 Bryan St., Suite 900, Dallas TX 75201, United States

Interstate Concrete and Asphalt Company

Corporation Service Company, 12550 W. Explorer Drive, Suite 100, Boise ID 83713, United States

Inwesco LLC

CSC-Lawyers Incorporating Service, 2710
Gateway Oaks Drive, Suite 150N, Sacramento,
CA 95833-3505, United States

J.H. Rudolph & Co., Inc.

135 North Pennsylvania Street, Suite 1610,
Indianapolis IN 46204, United States

Johnson County Aggregates, LLC

Corporation Service Company, 2900 SW Wanamaker
Drive, Suite 204, Topeka KS 66614, United States

Krystal Gravel Equipment Lease, LLC

Corporation Service Company , 109 Executive Drive,
Suite 3, Madison MS 39110, United States

Krystal Gravel Holding, Inc.

Corporation Service Company , 109 Executive Drive,
Suite 3, Madison MS 39110, United States

Krystal Gravel, Inc.

Corporation Service Company , 109 Executive Drive,
Suite 3, Madison MS 39110, United States

KSG, LLC

Corporation Service Company, 251 Little Falls Drive,
Wilmington DE 19808, United States

LRT, LLC

CSC-Lawyers Incorporating Service Company, 233
South 13th Street , Suite 1900, Lincoln NE 68508,
United States

Lyman-Richey Corporation

Corporation Service Company, 251 Little Falls Drive,
Wilmington DE 19808, United States

Madden Manufacturing Company Of Missouri

CSC-Lawyers Incorporating Service Company, 221 Bolivar Street, Jefferson City, MO 65101, U.S.A.

Marble Cliff Limestone, Inc.

CSC-Lawyers Incorporating Service, 50 West Broad Street, Suite 1800, Columbus OH 43215, United States

Material Transport Company

CSC-Lawyers Incorporating Service Company, 221 Bolivar Street, Jefferson City MO 65101, United States

Materials Management, LLC

CSC-Lawyers Incorporating Service Company, 221 Bolivar Street, Jefferson City MO 65101, United States

Materials Packaging Corporation

Corporation Service Company, 2908 Poston Avenue, Nashville TN 37203, United States

Materials Transport, Inc.

135 North Pennsylvania Street, Suite 1610, Indianapolis IN 46204, United States

Maverick Trucking, LLC

Corporation Service Company , 109 Executive Drive, Suite 3, Madison MS 39110, United States

Meadow Burke, LLC

Corporation Service Company, 251 Little Falls Drive, Wilmington DE 19808, United States

Metro East Properties, LLC

Corporation Service Company, 2345 Rice Street, Suite
230, Roseville MN 55113, United States

Michigan Materials and Aggregates Company

CSC Lawyers Incorporating Service (Company), 601
Abbot Road, East Lansing, MI 48823, U.S.A.

Michigan Paving and Materials Company

CSC Lawyers Incorporating Service (Company), 601
Abbot Road, East Lansing, MI 48823, U.S.A.

Mid-Continent Materials, Inc.

CSC-Lawyers Incorporating Service Company, 221
Bolivar Street, Jefferson City MO 65101, United
States

Midsouth Paving, Inc

Corporation Service Company, 251 Little Falls Drive,
Wilmington DE 19808, United States

MoistureShield, Inc.

Corporation Service Company, 251 Little Falls Drive,
Wilmington DE 19808, United States

Montana Materials, Inc.

Corporation Service Company, 251 Little Falls Drive,
Wilmington DE 19808, United States

Mountain Aggregates, Inc.

Corporation Service Company, 251 Little Falls Drive,
Wilmington DE 19808, United States

Mountain Enterprises, Inc.

Corporation Service Company, 251 Little Falls Drive,
Wilmington DE 19808, United States

Mountain King Air Aviation, LLC

Corporation Service Company, 10 East South Temple,
Suite 850, Salt Lake City UT 84133, United States

Mountain Materials, Inc.

Corporation Service Company, 251 Little Falls Drive,
Wilmington DE 19808, United States

Mulzer Barge Transportation, LLC

135 North Pennsylvania Street, Suite 1610,
Indianapolis IN 46204, United States

Mulzer Crushed Stone, Inc.

135 North Pennsylvania Street, Suite 1610,
Indianapolis IN 46204, United States

Mulzer Development, LLC

135 North Pennsylvania Street, Suite 1610,
Indianapolis IN 46204, United States

National Pipe & Plastics, Inc.

Corporation Service Company, 251 Little Falls Drive,
Wilmington DE 19808, United States

National Specialty Aggregates LLC

Corporation Service Company, 8825 N. 23rd Avenue,
Suite 100, Phoenix AZ 85021, United States

Normandy Industries, Inc.

Corporation Service Company, 2595 Interstate Drive,
Suite 103, Harrisburg, PA 17110, United States

Ohio Valley Asphalt, LLC

CSC-Lawyer Incorporating Service Company, 421
West Main Street, Frankfort, KY 40601, U.S.A.

Oldcastle APG Northeast, Inc.

CSC-Lawyers Incorporating Service Company, 7 St.
Paul Street, Suite 820, Baltimore MD 21202, United
States

Oldcastle APG South, Inc.

Corporation Service Company, 327 Hillsborough
Street, Raleigh NC 27603, United States

Oldcastle APG West, Inc.

Corporation Service Company, 1560 Broadway, Suite
2090, Denver CO 80202, United States

Oldcastle APG, Inc.

Corporation Service Company, 251 Little Falls Drive,
Wilmington DE 19808, United States

Oldcastle Building Products, Inc.

Corporation Service Company, 251 Little Falls Drive,
Wilmington DE 19808, United States

Oldcastle Distribution, Inc.

Corporation Service Company, 251 Little Falls Drive,
Wilmington DE 19808, United States

Oldcastle Finance, Inc.

Corporation Service Company, 251 Little Falls Drive,
Wilmington DE 19808, United States

Oldcastle Holdings Inc.

Corporation Service Company, 251 Little Falls Drive,
Wilmington DE 19808, United States

Oldcastle Infrastructure, Inc.

Corporation Service Company, 2711 Centerville Road,
Suite 400, Wilmington DE 19808, United States

Oldcastle Investment, Inc.

Corporation Service Company, 251 Little Falls Drive,
Wilmington DE 19808, United States

Oldcastle Investments Company, LLC

Corporation Service Company, 251 Little Falls Drive,
Wilmington DE 19808, United States

Oldcastle Lawn & Garden, Inc.

Corporation Service Company, 251 Little Falls Drive,
Wilmington DE 19808, United States

Oldcastle Light Building Products, LLC

Corporation Service Company, 251 Little Falls Drive,
Wilmington DE 19808, United States

Oldcastle Materials Cement Holdings, Inc.

Corporation Service Company, 251 Little Falls Drive,
Wilmington DE 19808, United States

Oldcastle Materials SDDA I, Inc.

Corporation Service Company, 503 South Pierre
Street, Pierre SD 57501, United States

Oldcastle Payroll, Inc.

Corporation Service Company, 251 Little Falls Drive,
Wilmington DE 19808, United States

Oldcastle SB Holding Corp.

Corporation Service Company, 251 Little Falls Drive,
Wilmington DE 19808, United States

Oldcastle Services, Inc.

Corporation Service Company, 251 Little Falls Drive,
Wilmington DE 19808, United States

Oldcastle SW Group, Inc.

Corporation Service Company, 1560 Broadway, Suite
2090, Denver CO 80202, United States

Oldcastle Trademark Holding LLC

Corporation Service Company, 251 Little Falls Drive,
Wilmington DE 19808, United States

OMIG Midwest, Inc.

Corporation Service Company, 251 Little Falls Drive,
Wilmington DE 19808, United States

P.J. Keating Company

Corporation Service Company, 251 Little Falls Drive,
Wilmington DE 19808, United States

Paver Systems, LLC

Corporation Service Company, Bank of America
Center, 16th Floor, 1111 East Main Street, Richmond
VA 23219, United States

Pebble Technology, Incorporated

Corporation Service Company, 8825 N. 23rd Avenue,
Suite 100, Phoenix AZ 85021, United States

Penny Supply, Inc.

Corporation Service Company, 2595 Interstate Drive,
Suite 103, Harrisburg PA 17110, United States

Pike Industries, Inc.

Corporation Service Company, 251 Little Falls Drive,
Wilmington DE 19808, United States

Pioneer Utah, LLC

Corporation Service Company, 10 East South Temple,
Suite 850, Salt Lake City UT 84133, United States

Pre-Blend Products, LLC

Corporation Service Company, 251 Little Falls Drive,
Wilmington DE 19808, United States

Precision Packaging, Inc.

Corporation Service Company, 300 Spring Building,
Suite 900, Little Rock AR 72201, United States

Preferred Materials, Inc.

Corporation Service Company, 40 Technology
Parkway South, #300, Norcross GA 30092, United
States

PTI Arizona L.L.C.

Corporation Service Company, 8825 N. 23rd Avenue,
Suite 100, Phoenix AZ 85021, United States

PTI Louisiana L.L.C.

Corporation Service Company, 8825 N. 23rd Avenue,
Suite 100, Phoenix AZ 85021, United States

PTI Parent Corporation

251 Little Falls Drive, Wilmington DE 19808, United
States

Ready Mix Concrete of Somerset, LLC

CSC-Lawyer Incorporating Service Company, 421
West Main Street, Frankfort, KY 40601, U.S.A.

Ready Mixed Concrete Co.

CSC-Lawyers Incorporating Service Company, 233
South 13th Street , Suite 1900, Lincoln NE 68508,
United States

Redimix Companies, Inc.

Corporation Service Company, 251 Little Falls Drive,
Wilmington DE 19808, United States

Renfro Construction Company, Inc.

Corporation Service Company, 2908 Poston Avenue,
Nashville TN 37203, United States

River City Landscape Supply, Inc.

CSC-Lawyers Incorporating Service Company, 221
Bolivar Street, Jefferson City MO 65101, United
States

Riverbend Construction, Inc.

Corporation Service Company, 251 Little Falls Drive,
Wilmington DE 19808, United States

Rivergate LFG, Inc.

Corporation Service Company, 1127 Broadway Street
NE, Suite 310, Salem OR 97301, United States

Rocky Licensing Corporation

Corporation Service Company, 2595 Interstate Drive,
Suite 103, Harrisburg PA 17110, United States

Sacramento Prestige Gunitite, Inc.

CSC-Lawyers Incorporating Service, 2710 Gateway
Oaks Drive, Suite 150N, Sacramento CA 95833,
United States

Sakrete Central Billing, LLC

Corporation Service Company, 251 Little Falls Drive,
Wilmington DE 19808, United States

Sakrete of North America, LLC

Corporation Service Company, 251 Little Falls Drive,
Wilmington DE 19808, United States

Shamblin Stone, Inc.

Corporation Service Company, 209 West Washington
Street, Charleston, WV 25302, U.S.A.

Shamrock Concrete Co.

CSC-Lawyers Incorporating Service Company, 233
South 13th Street, Suite 1900, Lincoln NE 68508,
United States

Shelly Materials, Inc.

Corporation Service Company, 50 West Broad Street,
Suite 1330, Columbus OH 43215, United States

Siouxland Concrete Co.

CSC-Lawyers Incorporating Service Company, 233
South 13th Street, Suite 1900, Lincoln NE 68508,
United States

Southern West Virginia Asphalt, Inc.

Corporation Service Company, 209 West Washington
Street, Charleston WV 25302, United States

Southern West Virginia Paving, Inc.

Corporation Service Company, 209 West Washington
Street, Charleston WV 25302, United States

SRDD, LLC

Corporation Service Company, 2345 Rice Street, Suite
230, Roseville MN 55113, United States

Staker & Parson Companies

Corporation Service Company, 10 East South Temple,
Suite 850, Salt Lake City UT 84133, United States

Staker Parson Acquisition, Inc.

Corporation Service Company, 251 Little Falls Drive,
Wilmington DE 19808, United States

Staker Parson Holding Company

Corporation Service Company, 251 Little Falls Drive,
Wilmington DE 19808, United States

Standard Materials Group, Inc.

Corporation Service Company, 251 Little Falls Drive,
Wilmington DE 19808, United States

Stoneco, Inc.

Corporation Service Company, 50 West Broad Street,
Suite 1330, Columbus OH 43215, United States

Sunter Cement Co. LLC

Corporation Service Company, 1201 Hays Street,
Tallahassee FL 32301, United States

Suwannee American Cement Company, LLC

Corporation Service Company, 251 Little Falls Drive,
Wilmington DE 19808, United States

Texas Materials Group Production Assets Company, LLC

Corporation Service Company, 251 Little Falls Drive,
Wilmington DE 19808, United States

Texas Materials Group, Inc.

Corporation Service Company, 251 Little Falls Drive,
Wilmington DE 19808, United States

The Balf Co.

Corporation Service Company, 50 Weston Street,
Hartford CT 06120-1537, United States

The Branford Steam Railroad Company

Tilcon, Inc., P.O. Box 1357, New Britain CT 06050,
United States

The Shelly Company

Corporation Service Company, 50 West Broad Street,
Suite 1330, Columbus OH 43215, United States

The Shelly Holding Company

Corporation Service Company, 50 West Broad Street,
Suite 1330, Columbus OH 43215, United States

Tilcon Connecticut Inc.

Corporation Service Company, 251 Little Falls Drive,
Wilmington DE 19808, United States

Tilcon Inc.

Corporation Service Company, 251 Little Falls Drive,
Wilmington DE 19808, United States

Tilcon New York Inc.

Corporation Service Company, 251 Little Falls Drive,
Wilmington DE 19808, United States

Tilcon Woodbridge Urban Renewal, L.L.C.

Corporation Service Company, 100 Princeton South
Corporate Center, Suite 160, Ewing NJ 08628, United
States

Torrent Group Holdings, Inc.

Corporation Service Company, 251 Little Falls Drive,
Wilmington DE 19808, United States

Torrent Holdings, Inc.

Corporation Service Company, 251 Little Falls Drive,
Wilmington DE 19808, United States

Torrent Resources (CA), Incorporated

CSC-Lawyers Incorporating Service, 2710 Gateway
Oaks Drive, Suite 150N, Sacramento CA 95833,
United States

Torrent Resources, Incorporated

Corporation Service Company, 8825 N. 23rd Avenue,
Suite 100, Phoenix AZ 85021, United States

Trap Rock Industries, LLC

Corporation Service Company, 251 Little Falls Drive,
Wilmington DE 19808, United States

Union Quarries, Inc.

CSC-Lawyers Incorporating Service Company, 221
Bolivar Street, Jefferson City MO 65101, United
States

W.E. Blain & Sons, Inc.

Corporation Service Company , 109 Executive Drive,
Suite 3, Madison MS 39110, United States

United States

West Louisiana Aggregates, LLC

Corporation Service Company, 501 Louisiana Avenue,
Baton Rouge LA 70802-5921, United States

West Virginia Paving, Inc.

Corporation Service Company, 209 West Washington
Street, Charleston WV 25302, United States

W-L Construction & Paving, Inc.

Corporation Service Company, Bank of America
Center, 16th Floor, 1111 East Main Street, Richmond
VA 23219, United States

Wyandot Dolomite, Inc.

Corporation Service Company, 50 West Broad Street,
Suite 1330, Columbus OH 43215, United States

Yelvington Railcar Services, L.L.C.

Corporation Service Company, 1201 Hays Street,
Tallahassee FL 32301, United States

ANNEXURE 'B' – Joint Acquisition Agreement

This is Annexure 'B' of 34 pages referred to in the Form 603 (Notice of initial substantial holder).



Jim Mintern (Dec 17, 2023 14:29 GMT)

Jim Mintern
Director/Company
Secretary
Date:

[Attached separately.]

Joint Acquisition Agreement

Contents

	Page
1 Definitions and interpretation	2
2 Nature of agreement	2
3 Conduct of the Proposed Transaction	2
4 Sale and purchase	5
5 Exclusivity	10
6 Costs	11
7 Withdrawal and termination	11
8 Warranties and undertakings	11
9 Relationship between the parties	12
10 Confidentiality	13
11 General	13
Execution page	29

Date: 14 DECEMBER 2023.

Parties

- 1 **CRH ANZ Pty Ltd** (ACN 604 858 139) of Suite 5, Level 44, 264-278 George Street, Sydney New South Wales 2000 (**CRH ANZ**)
- 2 Each person listed in Schedule 2 (**Barro Holders**)

Background

- A Following entry into this agreement, CRH ANZ and the Barro Holders will provide the Proposal to Adbri.
- B This agreement governs the relationship between the parties in connection with and for the purposes of making, pursuing and implementing the Proposed Transaction.

The parties agree:

1 Definitions and interpretation

- (a) A term or expression starting with a capital letter which is defined in the Dictionary in Schedule 1, has the meaning given to it in the Dictionary.
- (b) The interpretation clause in Schedule 1 sets out rules of interpretation for this agreement.

2 Nature of agreement

The parties acknowledge that this agreement does not, until Completion:

- (a) transfer title or ownership of any Sale Shares to BidCo; or
- (b) confer control over, or power to substantially influence, the exercise of any voting right attached to any of the Sale Shares.

3 Conduct of the Proposed Transaction

3.1 Co-operation generally

- (a) Except to the extent otherwise agreed, CRH ANZ and the Barro Holders agree to, and will procure their respective Related Bodies Corporate:
 - (i) co-operate in good faith in relation to:
 - (A) approaching Adbri and formulating and submitting the Proposal to Adbri;
 - (B) conducting due diligence in relation to Adbri;
 - (C) conducting negotiations with Adbri in relation to the Scheme; and
 - (D) structuring, undertaking and implementing the Proposed Transaction;

- (ii) keep each other informed on a timely basis of all developments and issues which may affect the progress, implementation or success of the Proposed Transaction;
 - (iii) use their respective best endeavours to agree a Scheme Implementation Deed with Adbri, providing for Scheme Consideration of \$3.20 cash for each Adbri Share not held by a Barro Holder, as soon as reasonably practicable after the date of this agreement; and
 - (iv) subject to compliance with non-disclosure obligations and the preservation of legal privilege, provide all information they are legally entitled to provide that is reasonably necessary for the preparation of documents required to implement the Proposed Transaction and to execute the Proposed Transaction effectively.
- (b) Each party agrees to act in good faith in its dealings with each other party in relation to the transactions contemplated by this agreement and take all steps reasonably required by the other to give effect to its obligations under this agreement and the transactions contemplated by it.

3.2 Conduct of the Scheme

- (a) The parties agree that:
- (i) CRH ANZ will provide, or if the acquirer under the Scheme is BidCo, provide BidCo with, the aggregate cash amount required to pay or allow BidCo to pay (as applicable) the Scheme Consideration under the Scheme (by, if the acquirer under the Scheme is BidCo, subscribing for BidCo Shares);
 - (ii) the Barro Holders will retain their interest in Adbri by:
 - (A) if the acquirer under the Scheme is CRH ANZ, not participating in the Scheme and retaining their Adbri Shares (including the Sale Shares); or
 - (B) if the acquirer under the Scheme is BidCo, exchanging their Adbri Shares (including the Sale Shares) for the Consideration Shares,

and are not otherwise required to provide CRH ANZ or BidCo (as applicable) with any funding in respect of the payment of the Scheme Consideration by CRH ANZ or BidCo (as applicable) under the Scheme;
 - (iii) CRH ANZ must be provided by Adbri with access to sufficient information in relation to Adbri to conduct the due diligence investigations that it considers necessary and will only cause BidCo to enter into a Scheme Implementation Deed if it is satisfied, in its absolute discretion, with the outcome of its due diligence investigations; and
 - (iv) subject to the obligations to co-operate and consult in clause 3.1 and clauses 3.2(b) and 3.2(c), any decision in relation to the Scheme will be made by CRH ANZ (including, for the avoidance of doubt, through BidCo), including negotiating or entering into the Scheme Implementation Deed, the Scheme and the Deed Poll, exercising any right held under, or taking any action in connection with, the Scheme Implementation Deed, the Scheme and the Deed Poll.
- (b) CRH ANZ must and must procure that BidCo:

- (i) provide(s) the Barro Holders with each draft of the Scheme Implementation Deed exchanged with Adbri and take all timely and reasonable comments made by the Barro Holders into account; and
 - (ii) does not enter into the Scheme Implementation Deed without obtaining the consent of the Barro Holders to the conditions precedent in the Scheme Implementation Deed (other than any material adverse change condition) and does not waive any of the conditions precedent in the Scheme Implementation Deed (other than any material adverse condition) without the consent of the Barro Holders; and
- (c) CRH ANZ must not and must ensure that BidCo does not:
- (i) make any public disclosure regarding the intentions of BidCo in respect of Adbri after implementation of the Proposed Transaction; or
 - (ii) amend, waive (subject to clause 3.2(b)(ii)) any rights under or grant any approval or consent that may be given under the Scheme Implementation Deed, where the circumstances which have given rise to the need for the amendment, waiver, approval or consent is likely to adversely impact the assets, liabilities, financial position, financial performance, profits, losses or prospects of Adbri in a manner that would not have occurred in the absence of the Proposed Transaction,

unless Barro has given its prior written consent (such consent not to be unreasonably withheld, conditioned or delayed).

- (d) CRH ANZ and each of the Barro Holders acknowledges and agree that they will be an 'excluded shareholder' under the Scheme and therefore will not vote on, receive the Scheme Consideration under, or otherwise participate in, the Scheme, and undertakes to not take any action inconsistent with them being an 'excluded shareholder' under the Scheme.

3.3 Joint Bid Relief

- (a) In relation to the Joint Bid Relief:
- (i) CRH ANZ and the Barro Holders must co-operate with each other, and take all steps reasonably required of them, to obtain Joint Bid Relief on terms and conditions acceptable to CRH ANZ and Barro Holders as soon as reasonably practicable after the date of this agreement;
 - (ii) CRH ANZ and the Barro Holders agree to consult with each other in advance in relation to all communications with ASIC and keep each other informed of the progress of the application to ASIC in respect of the proposed Joint Bid Relief; and
 - (iii) CRH ANZ and the Barro Holders agree to provide to each other copies of all documents provided to, and received from, ASIC in connection with the Joint Bid Relief.
- (b) On and from the time that Joint Bid Relief is granted in connection with the Proposed Transaction:
- (i) to the extent any of the conditions in the Joint Bid Relief are expressed to apply to a party, that party must take all actions necessary and within its control to comply with those conditions; and

- (ii) otherwise, the parties must not do anything or fail to do anything intended to prevent the satisfaction of, or that would be reasonably likely to have the effect of preventing the satisfaction of, or cause a breach of the conditions to, the Joint Bid Relief.

3.4 Shareholders' Agreement

Each party agrees to work in good faith to negotiate and agree a long form shareholders' agreement in respect of BidCo or Adbri (as the case may be) consistent with the terms set out in Schedule 2 (**Shareholders' Agreement**) as soon as reasonably practicable after the date of this agreement and, once agreed, to enter into that document (which will be subject to the Implementation Date and Completion occurring).

4 Sale and purchase

4.1 Alternative structure

- (a) The parties are in the process of considering the most suitable structure for the Proposed Transaction and agree that, should they agree an alternative means for it to be implemented (each acting in good faith and reasonably), they will each co-operate and work in good faith to agree any amendments to this agreement required to give effect to the alternative structure and to ensure that there are appropriate arrangements in place regarding the Barro Holder's support for the Proposed Transaction under the alternative structure. The parties acknowledge and agree that such alternative structure may involve CRH ANZ rather than BidCo being the acquirer under the Scheme such that, if agreed, clauses 4.1, 4.2, 4.4, 4.5, 4.6, 4.7, 4.9 and 4.10 would no longer apply.
- (b) The parties acknowledge and agree that BidCo will be incorporated promptly following the date on which the parties' engagement on an alternative structure under clause 4.1(a) ends with the parties agreeing on BidCo being the acquirer under the Scheme and of the Sale Shares and that:
 - (i) BidCo will accede to this agreement by executing, and delivering to the parties, a deed of accession in the form agreed between the parties (and acknowledged via email as such);
 - (ii) BidCo will be managed and controlled in accordance with the terms set out in Schedule 2 until the Shareholders' Agreement is adopted, other than with respect to the conduct of the Scheme and Proposed Transaction (including as provided for in clause 3.2) in which case the arrangements in this agreement prevail; and
 - (iii) until the Implementation Date, BidCo will not conduct any business, carry out any operations, enter into any agreements, or incur or grant any liabilities, other than as set out in this agreement, the Scheme Implementation Deed, the Scheme or the Deed Poll.
- (c) Each of CRH ANZ and the Barro Holders must exercise its rights as a shareholder in BidCo to ensure that this clause 4.1(b) and the other provisions in this agreement relevant to BidCo are complied with and, if required, may put in place arrangements to ensure that.
- (d) In the event the parties agree for one or more Australian proprietary companies to be incorporated to own (directly or indirectly) all of the shares in BidCo (**holdco**), the parties agree that this agreement will be interpreted so that references to

BidCo, as the context requires, should instead be references to, or also include, one or more of the holdcos and that the respective parts and clauses of this agreement will be interpreted in that way. For the avoidance of doubt, this includes (without limitation) that the top holdco will be jointly incorporated / owned by CRH ANZ and the respective Barro Holders (in their intended end ownership proportions) and that the Considerations Shares are issued in the top holdco.

4.2 Sale and purchase on the Implementation Date

Subject to clauses 4.3 and 4.8, each Barro Holder agrees to sell to BidCo their Sale Shares, and BidCo agrees to purchase those Sale Shares from that Barro Holder:

- (a) for that Barro Holder's Consideration Shares;
- (b) when the Scheme is implemented on the Implementation Date;
- (c) free from any Security Interests; and
- (d) with all rights, including dividend rights, attached or accruing to the Sale Shares on and from Completion (such that, for the avoidance of doubt, any dividends on Sale Shares with a record date prior to the Implementation Date will be payable to the Barro Holders of those Sale Shares rather than BidCo).

4.3 Conditions

- (a) The obligations of the parties under clause 4.1, 4.2 4.4, 4.6, 4.7, 4.9 and 4.10, in respect of the sale and purchase of the Sale Shares, do not become binding and have no force or effect, and Completion cannot take place, unless and until:
 - (i) ASIC has granted the Joint Bid Relief; and
 - (ii) either:
 - (A) BidCo has received a written notice under FATA from the Treasurer (or the Treasurer's delegate) stating that, or to the effect that, the Australian commonwealth government does not object to the transactions contemplated by this agreement, either without condition (other than the Standard Tax Conditions) or otherwise on terms acceptable to CRH ANZ acting reasonably; or
 - (B) following BidCo giving notice of the transactions contemplated by this agreement to the Treasurer under FATA, the Treasurer ceases to be empowered to make any order under Division 2 of Part 3 of FATA; and
 - (iii) the Scheme has become Effective.
- (b) For the avoidance of doubt, unless and until the conditions in clauses 4.3(a)(i), 4.3(a)(ii) and 4.3(a)(iii) are satisfied, there is no agreement for the transfer of the Sale Shares to BidCo or CRH ANZ.

4.4 Completion

- (a) Subject to the satisfaction of the conditions in clause 4.3, Completion will take place electronically immediately after the Scheme is implemented on the Implementation Date or such other time as agreed between the parties.

- (b) Completion will be taken to have occurred when each party has performed all of its obligations and satisfied all conditions under this clause 4.

4.5 Title and risk

Legal and beneficial ownership and risk in the Sale Shares will pass from the Barro Holders to BidCo on Completion.

4.6 Barro Holders' obligations at Completion

At Completion, each Barro Holder must:

- (a) deliver to BidCo:
 - (i) a duly signed and completed transfer form for their Sale Shares in favour of BidCo; and
 - (ii) holding statements and security holder reference numbers in respect of all of their Sale Shares; and
 - (iii) if not entered into prior to Completion, a copy of the Shareholders' Agreement or a deed of accession to the Shareholders' Agreement executed by them; and
 - (iv) in writing, the cost base of its Sale Shares to which the Scrip for Scrip Rollover applies just before the Implementation Date; and
- (b) do anything else reasonably required by BidCo to effect the transfer to it of their Sale Shares.

4.7 CRH ANZ's obligations at Completion

At Completion, CRH ANZ must procure that BidCo:

- (a) delivers to each Barro Holder the instrument of transfer of that Barro Holder's Sale Shares duly executed and completed; and
- (b) allots and issues the Consideration Shares to the Barro Holders:
 - (i) fully paid;
 - (ii) free from any Security Interests;
 - (iii) ranking equally in all respects with other shares of the same class in the capital of BidCo;
 - (iv) possessing the relevant rights, powers, privileges and other obligations referred to in BidCo's constitution; and
 - (v) evidence of its choice to apply the Scrip for Scrip Rollover in accordance with section 124-780(3) of the ITAA 1997.
- (c) delivers to each Barro Holder:
 - (i) a copy of the register of shareholders of BidCo showing that Barro Holders as the registered holder of their Consideration Shares;

- (ii) a share certificate reflecting that Barro Holder as the holder of the Consideration Shares issued to them; and
- (iii) if not entered into before Completion, a copy of the Shareholders' Agreement executed by CRH ANZ and BidCo; and
- (d) do anything else reasonably required by the Barro Holders to effect the issue to them of the Consideration Shares.

4.8 Transfers between Barro Holders

- (a) Following the Scheme Meeting but prior to Completion the Barro Holders, other than Barro Properties Pty Ltd ("**BP**") and Barro Group Pty Ltd ("**BG**"), may transfer all or some of their Sale Shares to BP and/or BG.
- (b) If any of the Barro Holders transfer all of their Sale Shares as referred to in clause 4.8(a), they will no longer need to enter into the Shareholders' Agreement and, if they have already entered into that Shareholders' Agreement, they will be released from that Shareholders' Agreement.
- (c) CRH ANZ and BidCo each agree to do all things reasonably required by the Barro Holders in order to facilitate any of the transfers contemplated by clause 4.8(a), provided the Barro Holders have consulted with CRH ANZ regarding the proposed transfers and taken into account their reasonable comments before they make any such request for reasonable assistance.

4.9 Rollover Relief

- (a) The parties acknowledge and agree to use reasonable endeavours to seek that Scrip for Scrip is Rollover is available by:
 - (i) BidCo issuing the Consideration Shares to each Barro Holder, on the terms set out in this agreement;
 - (ii) doing all things reasonably practicable so that Subdivision 124-M of the ITAA 1997 applies to the Sale Shares, including, in accordance with section 124-780(3)(f) of the ITAA 1997, that BidCo, as well as any member of the wholly-owned group of which BidCo forms part, will not issue equity (other than a Replacement Interest), or owe new debt, under the arrangement:
 - (A) to an entity that is not a member of the wholly-owned group; and
 - (B) in relation to the issuing of the Replacement Interest.
 - (iii) procuring that the Replacement Entity for the purposes of Subdivision 124-M of the ITAA 1997 warrants and represents that it has not made, and will not make, a choice under section 124-795(4) of the ITAA 1997;
 - (iv) seeking that the exchange of the Sale Shares for the Consideration Shares is in consequence of a single arrangement that satisfies section 124-780(2A) of the ITAA 1997; and
 - (v) for the purposes of Subdivision 124-M of the ITAA 1997, the **Replacement Interest** will be the Consideration Shares (being ordinary shares in BidCo).
- (b) Where section 124-782 of the ITAA 1997 applies to specific Sale Shares, then BidCo and the applicable Barro Holder agree that they jointly choose the Scrip for

Scrip Rollover in accordance with section 124–780(3)(d) of the ITAA 1997 effective as at the Implementation Date and the applicable Barro Holder will provide details of its cost base in the Sale Shares to BidCo.

- (c) The applicable Barro Holder and BidCo (and the respective head companies of their tax consolidated groups, as required) will prepare and sign a separate form outlining the joint Scrip for Scrip Rollover choice and the cost base information for the Sale Shares.
- (d) Provided CRH ANZ has used reasonable endeavours to comply with this clause 4.9, a failure by a Barro Holder to obtain Scrip for Scrip Rollover will not, by itself, constitute a breach of this agreement by CRH ANZ.

4.10 Foreign Resident Capital Gains Withholding

- (a) For the purposes of subsection 14-225(1) of Schedule 1 in the *Taxation Administration Act 1953 (Cth) (TAA)*, by entering into this document each Barro Holder declares, for the period beginning from the date of this document until Completion, that the Barro Holder is an Australian Tax resident.
- (b) If Completion occurs later than the date that is six months after the date of this agreement, the Barro Holder must deliver to BidCo, on or before Completion, a further declaration that the Barro Holder is an Australian Tax resident.
- (c) In this clause 4.10, Clearance Certificate means a clearance certificate within the meaning of section 14-220(1) of Schedule 1 to the TAA.
- (d) Each Barro Holder must provide BidCo with a Clearance Certificate before Completion and that Clearance Certificate must cover a period which includes the date it is provided to BidCo.
- (e) BidCo acknowledges and agrees that:
 - (i) Clause 4.10(a) constitutes a declaration for the purposes of sections 14-210(3 and 14-225(2) of Schedule 1 to the TAA, given by the Barro Holder to BidCo;
 - (ii) BidCo does not know the declaration in clause 4.10(a) to be false in respect of any Barro Holder; and
 - (iii) as a result of the matters referred to in paragraphs (i) and (ii) and if the Barro Holder complies with clause 4.10(d), BidCo will not (despite any provision to the contrary in this document):
 - (A) withhold a CGT Withholding Amount from any payment to be made to a Barro Holder; or
 - (B) pay a CGT Withholding Amount to the Commissioner of Taxation,

in connection with this document.

5 Exclusivity

5.1 Exclusivity

For the period commencing on the date of this agreement until termination of this agreement:

- (a) CRH ANZ and the Barro Holders will work exclusively with each other to:
 - (i) approach Adbri in relation to the Scheme;
 - (ii) negotiate with Adbri in relation to the Scheme; and
 - (iii) implement the Scheme; and
- (b) unless otherwise agreed between the parties, CRH ANZ and Barro Holders will not:
 - (i) discuss, negotiate or enter into any other cooperation agreement, joint bid agreement or agreement or deed with similar effect, in relation to Adbri or any Sale Shares with any other person;
 - (ii) discuss, negotiate or enter into any other agreement, arrangement or understanding in relation to Adbri or any Sale Shares; or
 - (iii) solicit, invite, encourage or initiate any of the above,

in connection with any transaction according to which any other person seeks to obtain an interest in Adbri Shares by way of scheme of arrangement or takeover bid or otherwise.

5.2 Inform other parties

Each party agrees to inform the other party if it becomes aware of any approach in relation to any actual, proposed or potential transaction according to which any other person seeks to obtain an interest in Adbri Shares by way of scheme of arrangement or takeover bid or otherwise, other than where that information is obtained by a Barro nominee on the Adbri board of directors acting in that capacity and their duties as a director of Adbri are reasonably considered to prohibit them from making such disclosure.

5.3 No dealing in Sale Shares

- (a) Subject to clause 5.3(b), the Barro Holders must not sell, transfer or dispose and must not agree to sell, transfer or dispose, of any interest in the Sale Shares other than as provided in clause 4.1 and 4.8.
- (b) The obligations under clause 5.3(a) do not becoming binding and have no force or effect unless and until ASIC has granted the Joint Bid Relief.

5.4 No further acquisitions

The parties must not (and must procure that their Related Bodies Corporate do not) acquire any further Adbri Shares other than pursuant to the Scheme, this agreement, or the Scheme Implementation Deed.

6 Costs

Except as expressly provided otherwise in this agreement or agreed between the parties, each party must pay its own costs in respect of this agreement, the Scheme and the documents and transactions contemplated by this agreement, such that none of those costs will be funded by BidCo.

7 Withdrawal and termination

7.1 Termination

This agreement will terminate automatically and with immediate effect if:

- (a) the Joint Bid Relief is not granted by ASIC by the date that is three months after the date of this agreement (or such later date as may be agreed between the parties and ASIC);
- (b) 10 Business Days after ASIC has refused to provide the Joint Bid Relief on terms which are acceptable to the parties, if the parties, acting reasonably and in good faith, are not able to agree an alternative transaction structure that can proceed without the Joint Bid Relief;
- (c) the Scheme Implementation Deed has not been entered into by 31 March 2024;
- (d) if the Scheme has not become Effective by the end date (or last date for the Scheme to become Effective) as specified in the Scheme Implementation Deed; or
- (e) 5 Business Days after the Scheme Implementation Deed is terminated.

7.2 Effect of termination

- (a) Termination of this agreement does not affect any accrued rights or remedies of any party.
- (b) Clauses 1, 6, 10 and 11 survive any termination of this agreement.
- (c) For the avoidance of doubt, following termination of this agreement, nothing in this agreement may be construed as limiting or restricting in any way the exercise or enjoyment by Barro Holders of its rights in relation to the voting, control and disposal of its Sale Shares.

8 Warranties and undertakings

- (a) Each party represents and warrants to the other parties that, as at the date of this agreement and as at the time immediately before Completion:
 - (i) it is duly incorporated under the laws of the place of its incorporation;
 - (ii) it has the capacity unconditionally to execute and deliver this agreement and comply with all its terms;
 - (iii) the execution and delivery of this agreement has been properly authorised by all necessary corporate action;

- (iv) this agreement constitutes its valid and legally binding obligations and is enforceable against it in accordance with its terms; and
 - (v) this agreement does not conflict with or result in the breach of or a default under any provision of its constitution (if applicable) or any writ, order or injunction, judgment, law, rule or regulation to which it is party or subject or by which it is bound.
- (b) Each Barro Holder represents and warrants in favour of CRH ANZ and Bidco that, as at the date of this agreement (other than in respect of clause 8(b)(ii)(B)) and as at the time immediately before Completion:
- (i) it is the sole legal and beneficial owner of their Sale Shares; and
 - (ii) their Sale Shares:
 - (A) are fully paid and no money is owing in respect of them; and
 - (B) are free from all Security Interests;
 - (iii) they have full power and capacity to sell and to transfer their Sale Shares to BidCo pursuant to this agreement.
- (c) Each Barro Holder represents and warrants in favour of CRH ANZ and Bidco that, as at the date of this agreement, none of the Barro Holders nor any of their respective Associates have a Relevant Interest in any Adbri Shares other than the Sale Shares.
- (d) CRH ANZ represents and warrants in favour of the Barro Holders that, if BidCo is the acquirer under the Scheme, immediately following Completion, the Barro Holders will hold the same proportion of the issued securities in BidCo as the proportion of the securities in Adbri (on a fully diluted basis) they held immediately prior to implementation on the Implementation Date.

9 Relationship between the parties

9.1 No authority to bind

- (a) The parties agree that this agreement is not to be interpreted as constituting the relationship of the parties as a partnership, quasi partnership, fiduciary, association or any other relationship in which one party may (except as specifically provided for in this agreement) be liable generally for the acts or omissions of the other party.
- (b) Without limitation to clause 9.1(a):
 - (i) no party has the authority to pledge or purport to pledge the credit of the other party or to make or give (or purport to make or give) any representations, warranties or undertakings for or on behalf of the other party; and
 - (ii) no party may legally bind the other party.

9.2 Separate Tax and accounting obligations

- (a) Each party is responsible for its own Tax, accounting and record keeping obligations.
- (b) No party is responsible for the obligations of the other party under the Tax Laws of any relevant jurisdiction, unless otherwise specifically agreed between the parties in writing.

10 Confidentiality

10.1 Confidentiality

Each party must keep confidential and must not disclose, and must procure that its Related Bodies Corporate and its Representatives keep confidential and do not disclose the Confidential Information, except:

- (a) with the prior written consent of the other party;
- (b) where the information is in or has come into the public domain other than due to a breach of any obligation of confidentiality owed by that party;
- (c) to the extent required by any applicable law, order or rule of any court or government agency or the rules of a recognised securities exchange;
- (d) to a Representative of that party and of its Related Bodies Corporate, on a need to know basis and where those persons undertake to keep information disclosed confidential or are otherwise bound by or subject to a similar confidentiality obligation.

10.2 Survival of confidentiality obligations

This clause 10 survives the termination of this agreement.

11 General

11.1 Barro Representative

- (a) The Barro Holders agree that when this agreement provides that any power may or must be exercised by, any decision may or must be made by, any action may or must be performed by, any Notice may or must be given by or to, or any consent may or must be given by each Barro Holder:
 - (i) that power may only be exercised by, that decision may only be made by, that action may only be performed by, that notice may only be given by or to, and that consent may only be given by the Barro Representative for and on behalf of all Barro Holders; and
 - (ii) CRH ANZ may rely on the exercise, decision, action, Notice or consent of the Barro Representative in respect of all Barro Holders, in relation to any such matters as having been given on behalf of all the Barro Holders (without the need for any further inquiry).

- (b) All Barro Holders agree to be bound by and ratify all acts and omissions of the Barro Representative in exercising its rights and performing its obligations under this agreement.

11.2 Variation

A provision of this agreement, or right, power or remedy created under it, may not be varied except in writing signed by CRH ANZ, BidCo and the Barro Representative.

11.3 Assignment or other dealings

- (a) A party may not assign or otherwise deal with its rights under this agreement or allow any interest in them to arise or be varied without the consent of the other party which consent must not be unreasonably withheld.
- (b) The Barro Holders agree that CRH ANZ may novate this agreement to another (directly or indirectly) wholly-owned subsidiary of CRH plc and, if requested by CRH ANZ, will enter into a novation deed with CRH ANZ to give effect to such novation on terms agreed between the parties (acting reasonably).

11.4 Notices

Any notice, demand, consent or other communication (**Notice**) given or made under this agreement:

- (a) must be in writing and signed by the sender or a person duly authorised by the sender (or in the case of email, set out the full name and position or title of the sender or person duly authorised by the sender);
- (b) must be delivered to the intended recipient by prepaid post (or if posted to an address in another country, by registered airmail) or by hand or email to the address or email address below or the address or email address last notified by the intended recipient to the sender:
 - (i) Barro Holders:
Raymond Barro
raymond@barro.com.au
 - (ii) CRH ANZ:
Oliver Loveday
oloveday@crh.com
- (c) will be conclusively taken to be duly given or made and received:
 - (i) in the case of delivery in person, when delivered;
 - (ii) in the case of delivery by express post, to an address in the same country, two Business Days after the date of posting;
 - (iii) in the case of delivery by any other method of post, six Business Days after the date of posting; and
 - (iv) in the case of email, at the earliest of:
 - (A) the time that the sender receives an automated message from the intended recipient's information system confirming delivery of the email;

- (B) the time that the intended recipient confirms receipt of the email by reply email; and
- (C) three hours after the time the email is sent (as recorded on the device from which the sender sent the email) unless the sender receives, within that three hour period, an automated message that the email has not been delivered,

but if the result is that a Notice would be taken to be given or made and received:

- (v) in the case of delivery by hand or post, at a time that is later than 5.00 pm;
- (vi) in the case of delivery by email, at a time that is later than 7.00 pm; or
- (vii) on a day that is not a Business Day,

in the place specified by the intended recipient as its postal address under clause 11.4(b), it will be conclusively taken to have been duly given or made and received at the start of business on the next Business Day in that place.

11.5 Entire agreement

This agreement supersedes all previous agreements, understandings, negotiations, representations and warranties about its subject matter and embodies the entire agreement between the parties about its subject matter.

11.6 Choice of law (governing law)

This agreement is governed by the laws of Victoria.

11.7 Choice of jurisdiction

Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Victoria including, for the avoidance of doubt, the Federal Court of Australia sitting in Victoria.

11.8 Severability of provisions

Any provision of this agreement which is prohibited or unenforceable in any jurisdiction is ineffective as to that jurisdiction to the extent of the prohibition or unenforceability. That will not invalidate the remaining provisions of this agreement nor affect the validity or enforceability of that provision in any other jurisdiction.

11.9 No waiver

A failure to exercise or a delay in exercising any right, power or remedy under this agreement does not operate as a waiver. A single or partial exercise or waiver of the exercise of any right, power or remedy does not preclude any other or further exercise of that or any other right, power or remedy. A waiver is not valid or binding on the party granting that waiver unless made in writing.

11.10 No merger

The rights and obligations of the parties will not merge on completion of any transaction contemplated by this agreement. They will survive the execution and delivery of any assignment or other document entered into for the purpose of implementing a transaction.

11.11 Duty

All Stamp Duty, Stamp Duty reserve Tax and any other similar duties, registration or transfer Taxes (including any fines, penalties and interests in relation thereto, and any amounts paid under any indemnity in relation thereto) payable on or in connection with the transfer of any Adbri Shares under this agreement shall be borne by CRH ANZ.

11.12 Counterparts

This agreement may be executed, electronically or in handwriting, in any number of counterparts. All counterparts together will be taken to constitute one instrument.

Schedule 1 Dictionary

1 Dictionary

In this agreement:

Adbri means Adbri Limited (ACN 007 596 018).

Adbri Share means a fully paid ordinary share in Adbri.

ASIC means the Australian Securities and Investments Commission.

Associate has the meaning given in sections 12 and 16 of the Corporations Act.

Barro Representative means Raymond Barro.

BidCo means a newly incorporated Australian proprietary company incorporated following the date of this agreement and jointly incorporated / owned by CRH ANZ and the Barro Holders in their intended end ownership proportions.

BidCo Share means a fully paid ordinary share in BidCo.

Business Day means a day other than a Saturday, or Sunday, or a public or bank holiday in Sydney or Melbourne, Australia.

CGT Withholding Amount means amounts, if any, determined under section 14-200(3) of Schedule 1 to the TAA which may be payable to the Commissioner under section 14-200(1) of Schedule 1 to the TAA.;

Completion means completion of the sale and purchase of the Sale Shares in accordance with clause 4.4.

Confidential Information means this agreement, any Scheme Implementation Deed, the status of negotiations (and any other agreements) with Adbri and between the parties and any confidential information provided by one party to another or to any person, but excludes any information that:

- (a) at the time it was provided to the party, was lawfully in the possession of the party and without breach of any duty or obligation; or
- (b) has been provided to the party but subsequently, through no act or omission of that other party (or any person to whom it discloses that information) becomes available from another source and is not subject to any duty or obligation as to confidence.

Consideration Shares means, in respect of a Barro Holder, such number of BidCo Shares (or, if agreed between the parties, shares in a newly incorporated Australian proprietary company that owns (directly or indirectly) BidCo (**holdco**)) so that the Barro Holder holds the same proportion of the issued securities of BidCo (or BidCo's holdco) as the proportion of the issued securities of Adbri the Barro Holder held immediately prior to implementation on the Implementation Date:

Corporations Act means the *Corporations Act 2001* (Cth).

Deed Poll means the deed poll attached to the Scheme Implementation Deed.

Effective means, when used in relation to the Scheme, the coming into effect, pursuant to section 411(10) of the Corporations Act, of the order of the Court made under section 411(4)(b) of the Corporations Act in relation to the Scheme.

FATA means *Foreign Acquisitions and Takeovers Act 1975* (Cth).

FIRB means the Foreign Investment Review Board.

GST means a goods and services Tax levied or imposed under the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Implementation Date means the date on which the Scheme is implemented pursuant to the Scheme Implementation Deed.

ITAA 1997 means the *Income Tax Assessment Act 1997* (Cth).

Joint Bid Relief means an instrument made by ASIC under section 655A of the Corporations Act exempting the acquisition of a Relevant Interest pursuant to this agreement from the provisions of Chapter 6 of the Corporations Act in a form acceptable to the parties.

Notice has the meaning given to it in clause 11.4.

Proposal means the non-binding indicative proposal in respect of the Scheme to be delivered by CRH ANZ and the Barro Holders to Adbri following the execution of this agreement.

Proposed Transaction means the proposal whereby:

- (a) BidCo or CRH ANZ would acquire all of the outstanding Adbri Shares held by shareholders of Adbri (other than those held by the Barro Holders) pursuant to a Scheme; and
- (b) if the acquirer under the Scheme is BidCo, BidCo would acquire the Sale Shares from the Barro Holders.

Related Body Corporate has the meaning given to that term in section 50 of the Corporations Act.

Relevant Interest has the meaning given in sections 608 and 609 of the Corporations Act.

Replacement Interest has the meaning given in clause 4.9(a)(v).

Representative means, in relation to a party:

- (a) any director, officer or employee of that party or any of its Related Bodies Corporate; and
- (b) any adviser, consultant or agent of that party or any of its Related Bodies Corporate engaged in connection with the Proposed Transaction.

Sale Shares means, in respect of a Barro Holder, the number of Adbri Shares set out opposite their name:

Barro Holder	Adbri Shares
Barro Properties Pty Ltd	215,285,359
Ageflow Pty Ltd	3,630,000
Barro Group Pty Ltd	32,412,619
Churchbridge Pty Ltd	5,040,000
Cloverdew Pty Ltd	6,580,000
Rayonbridge Pty Ltd	3,574,000
Carltonbridge Pty Ltd	11,416,000
Dogi Dogi Pty Ltd	487,121
Christabel Investments Pty Ltd	163,772
Rhonda Barro and Raymond Barro atf David Barro Testamentary Trust	567,875
Rhonda Barro	118,156

Scheme means a scheme of arrangement pursuant to Part 5.1 of the Corporations Act between Adbri and its shareholders (except the Barro Holders who will be 'excluded shareholders') under which BidCo or CRH ANZ will acquire all of the Adbri Shares held by shareholders of Adbri other than the Barro Holders for the Scheme Consideration.

Scheme Consideration means the consideration per Adbri Share to be provided to shareholders of Adbri under the Scheme in accordance with the Scheme Implementation Deed.

Scheme Implementation Deed means a scheme implementation deed to be entered into between Adbri and BidCo documenting the terms of the Scheme (including the form of the scheme of arrangement and Deed Poll attached to it).

Scheme Meeting means the meeting of Adbri Shareholders ordered by the Court to be convened under section 411(1) of the Corporations Act to consider and vote on the Scheme and includes any meeting convened following any adjournment or postponement of that meeting.

Scrip for Scrip Rollover means a subdivision of the ITAA 1997 which allows, in respect of shares, an eligible taxpayer to choose to disregard a capital gain arising where post-CGT shares of the taxpayer are replaced with other shares, subject to a number of conditions being satisfied.

Security Interest means any third party rights or interests including a mortgage, bill of sale, charge, lien, pledge, trust, encumbrance, power or title retention arrangement, right of set-off, assignment of income, garnishee order or monetary claim and flawed deposit arrangements or any arrangement having a similar effect, including any PPS security interest (being a security interest as defined in the *Personal Property Securities Act 2009* (Cth)), and includes any agreement to create any of them or allow any of them to exist.

Shareholders' Agreement has the meaning given in clause 3.4.

Stamp Duty means any stamp, transaction or registration duty or similar charge imposed by any governmental agency, and includes any interest, fine, penalty, charge or other amount in respect of these amounts.

Standard Tax Conditions means the conditions set out in the list of standard tax conditions published in FIRB Guidance 12 – Tax Conditions available on the FIRB website under "Guidance notes".

TAA means the *Taxation Administration Act 1953* (Cth).

Tax includes:

- (a) any tax, levy, impost, deduction, charge, rate, compulsory loan, withholding or duty by whatever name called levied, imposed or assessed under the Tax Law or any other law in Australia or elsewhere (including, without limitation, profits tax, property tax, interest tax, income tax, capital gains tax, tax relating to the franking of dividends, fringe benefits tax, payroll tax, group tax or PAYG tax, social security taxes, land tax, water and municipal rates, customs duties, workers compensation insurance, superannuation guarantee, PAYG withholding and transaction duties and sales tax and goods and services tax and value added taxes);
- (b) Stamp Duty and GST; and
- (c) any interest, penalty, charge, fine or fee or other amount of any kind assessed, charged or imposed on or in respect of the above.

Tax Law means the *Income Tax Assessment Act 1936* (Cth), ITAA 1997, the *Taxation Administration Act 1953* (Cth) and the *Income Tax (Transitional Provisions) Act 1997* (Cth), *A New Tax System (Goods and Services Tax) Act 1999* (Cth), *Superannuation Guarantee (Administration) Act 1993* (Cth), *Fringe Benefits Tax Assessment Act 1986* (Cth), and the Payroll Tax Acts in the relevant jurisdictions, as the context requires.

Treasurer means the Treasurer of the Commonwealth of Australia.

2 Interpretation

In this agreement the following rules of interpretation apply unless the contrary intention appears:

- (a) headings are for convenience only and do not affect the interpretation of this agreement;
- (b) the singular includes the plural and vice versa;
- (c) words that are gender neutral or gender specific include each gender;
- (d) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- (e) the words 'such as', 'including', 'particularly' and similar expressions are not words of limitation;
- (f) a reference to:
 - (i) a person includes a natural person, partnership, joint venture, government agency, association, corporation, trust or other body corporate;
 - (ii) a thing (including a chose in action or other right) includes a part of that thing;
 - (iii) a party includes its agents, successors and permitted assigns;

- (iv) a document includes all amendments or supplements to that document;
 - (v) a clause, term, party, schedule or attachment is a reference to a clause or term of, or party, schedule or attachment to this agreement;
 - (vi) this agreement includes all schedules and attachments to it;
 - (vii) a law includes a constitutional provision, treaty, decree, convention, statute, regulation, ordinance, by-law, judgment, rule of common law or equity and is a reference to that law as amended, consolidated or replaced;
 - (viii) a statute includes any regulation, ordinance, by-law or other subordinate legislation under it;
 - (ix) an agreement other than this agreement includes an undertaking, or legally enforceable arrangement or understanding whether or not in writing; and
 - (x) a monetary amount is in Australian dollars and all amounts payable under or in connection with this agreement are payable in Australian dollars;
- (g) an agreement on the part of two or more persons binds them severally;
 - (h) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this agreement or any part of it;
 - (i) when the day on which something must be done is not a Business Day, that thing must be done on the following Business Day;
 - (j) a reference to time is to Sydney time;
 - (k) a reference to day is to a day in Sydney; and
 - (l) if there is any conflict between the body of this agreement and its schedules and attachments the terms of the main body of this agreement will prevail.

Schedule 2 Barro Holders

Barro Holder
Barro Properties Pty Ltd
Ageflow Pty Ltd
Barro Group Pty Ltd
Churchbridge Pty Ltd
Cloverdew Pty Ltd
Rayonbridge Pty Ltd
Carltonbridge Pty Ltd
Dogi Dogi Pty Ltd
Christabel Investments Pty Ltd
Rhonda Barro and Raymond Barro atf David Barro Testamentary Trust
Rhonda Barro

Schedule 3 Shareholders' Agreement term sheet

Term	Description
Introduction	
1 <i>Company</i>	<ul style="list-style-type: none"> In this document Company refers to either a special purpose vehicle which owns Adbri post-acquisition or Adbri itself, Group refers to the Company and each of its subsidiaries and Group Company refers to any company in the Group.
2 <i>Shareholders</i>	<ul style="list-style-type: none"> CRH ANZ Pty Ltd (ACN 604 858 139) (CRH) Barro Properties Pty Ltd, Ageflow Pty Ltd, Barro Group Pty Ltd, Churchbridge Pty Ltd, Cloverdew Pty Ltd, Rayonbridge Pty Ltd, Carltonbridge Pty Ltd, David Barro Testamentary Trust, Christabel Investments Pty. Ltd., Rhonda Barro, Dogi Dogi Pty Ltd and Raymond Barro (together, the Barro Holders)
3 <i>Initial Shareholdings</i>	<ul style="list-style-type: none"> The Barro Holders' shareholding in the Company will reflect its proportionate shareholding in Adbri, and CRH's shareholding in the Company will reflect the proportionate shareholding of the non-Barro Holders in Adbri, as at the time immediately before implementation on the implementation date for the proposed transaction, and is therefore expected to be: <ul style="list-style-type: none"> CRH: approximately 57.3% the Barro Holders: approximately 42.7% The Barro Holders will have the option to acquire shares from CRH in the Company, or be issued with new shares in the Company, (in both cases at the bid price) to move its final shareholding in the Company to up to 49% within 12 months of implementation of the proposed transaction.
Governance and voting arrangements	
4 <i>Board appointment rights</i>	<ul style="list-style-type: none"> The maximum number of directors will be 5. The Barro Holders will have the right to appoint 2 directors and CRH will have the right to appoint 3 directors.
5 <i>Chair</i>	<ul style="list-style-type: none"> The right to appoint one of the directors to act as Chair will rotate between the Barro Holders and CRH on an annual basis. The Barro Holders will have the first right to appoint the Chair and will exercise that right to appoint Raymond David Barro as the initial Chair.
6 <i>Accounts / accounting control</i>	<ul style="list-style-type: none"> CRH must be able to consolidate the Company into its financial accounts in accordance with IFRS and US GAAP accounting standards.
7 <i>Decision making</i>	<ul style="list-style-type: none"> All decisions are to be made by the Board other than those statutorily reserved for shareholders.
8 <i>Board decisions</i>	<ul style="list-style-type: none"> All decisions of the Board must be approved by simple majority (greater than 50%) of director votes cast, other than for Reserved Matters.

Term	Description
9 <i>Director voting</i>	<ul style="list-style-type: none"> • The nominee directors will have such number of votes as is equivalent to the number of voting shares held by their relevant nominating shareholder (so that the Barro Holders' director(s) will together cast 42.7% of the votes and the CRH director(s) will together cast 57.3% of the votes). • No director (including the Chairman) has a casting vote. • Where more than one nominated director of a shareholder is in attendance and voting on a Board resolution those directors will together exercise the number of voting shares held by their relevant nominating shareholder.
10 <i>Reserved Matters</i>	<ul style="list-style-type: none"> • Certain acts (Reserved Matters) require a special resolution (at least 75%) of the director votes cast. The Reserved Matters are listed in Schedule 1.
11 <i>Board meetings</i>	<ul style="list-style-type: none"> • Board meetings will be held each month, except for July and January, unless otherwise agreed by the Board. • The quorum for a Board meeting is at least 3 directors, provided 1 director appointed by the Barro Holder and 1 director appointed by CRH is also present. However, at any adjourned meeting the quorum is any 3 directors.
12 <i>Senior management</i>	<ul style="list-style-type: none"> • The appointment of the CEO, the CFO and senior management of the Company will be approved by the Board of the Company by simple majority. • A people committee (Chaired by a CRH representative) and Concrete and Aggregates (C&A) committee (Chaired by the Barro Holders representative) will be formed each comprising at least 1 director appointed by the Barro Holders and 1 director appointed by CRH (and any other person invited by the Board). Those committees will be given the opportunity to provide input and may make recommendations in respect of the appointment of the CEO, the CFO and senior management roles (in respect of the people committee) and Board decisions in respect of the C&A business (in respect of the C&A committee).
13 <i>Deadlock</i>	<ul style="list-style-type: none"> • A Deadlock will occur if a Reserved Matter is not approved after being put to the Board at 2 consecutive board meetings, in which case either party can commence the deadlock process by notice to the other within 20 business days of the deadlock arising (Deadlock Notice). • In the event a Deadlock Notice is given: <ul style="list-style-type: none"> – (Negotiation) There will be a period of discussions between the respective CEOs (or nominated representatives) of CRH and the Barro Holders, who must attempt in good faith to resolve the Deadlock. – (Mediation) If the CEOs (or nominated representatives) of CRH and the Barro Holders are unable to resolve the Deadlock within 20 business days of it being referred to them for Negotiation, either party may give notice to the other requiring a mediation, in which case the parties must attempt in good faith to resolve the Deadlock by mediation in accordance with the Resolution Institute's Mediation Rules (Rules). The parties will agree on the appointment of mediator, however, if the parties do not agree on the mediator to be appointed within 10 business days of either party referring the

Term	Description
	<p>Deadlock to mediation, then the mediator is to be appointed by Resolution Institute in accordance with the Rules. The mediation process will terminate within 20 Business Days of the appointment of the mediator. The parties must act in good faith in any mediation process but agree that the mediator's determination will not be binding.</p> <ul style="list-style-type: none"> • If the Deadlock is unable to be resolved through Negotiation or Mediation, or the Deadlock is not referred to Mediation: <ul style="list-style-type: none"> – subject to the following paragraph, no action can be taken on the matter the subject of the Deadlock; and – the Group can take any action on the matter the subject of the Deadlock to the extent it is reasonably required to comply with any applicable laws, regulations or authorisations, or to maintain the condition and reasonable working order of Adbri's existing business and assets which actions will be taken as having been approved by the Board as a Reserved Matter.
<p>14 <i>Related party transaction</i></p>	<ul style="list-style-type: none"> • If a director has an interest in a related party transaction because it involves their appointing shareholder they will not be required to recuse themselves or abstain from voting (i.e. they will be entitled to participate in the Board's deliberations and vote on the resolution). • Certain related party transactions are Reserved Matters.
<p>Capital structure, funding arrangements, business plan, budget, dividends</p>	
<p>15 <i>Leverage levels</i></p>	<ul style="list-style-type: none"> • It is intended that the Group will operate within a target leverage band of 1 to 2x Net Debt to EBITDA,¹ with a maximum leverage level of 3x Net Debt to EBITDA. • Should actual leverage exceed 3x Net Debt to EBITDA and not be forecast to fall below this level in the following 12 months by management, a share issuance shall be undertaken within that 12 month period. • Should actual leverage be below the banding, the shareholders will endeavour to return capital to shareholders within 12 months of the Group's leverage falling below the banding.
<p>16 <i>No obligation to provide funding</i></p>	<ul style="list-style-type: none"> • No shareholder has any obligation to contribute further funding to any Group Company.
<p>17 <i>Share issuance</i></p>	<ul style="list-style-type: none"> • Any issue of new securities in the Company must first be offered to existing shareholders on a pro rata basis in proportion to their current shareholdings. • Where one or more shareholders do not subscribe for their pro rata entitlement, the other shareholders can take up that excess. • Permitted issues which will not be subject to the pro-rata regime will include an issue of securities: <ul style="list-style-type: none"> – approved as a Reserved Matter; – pursuant to an IPO approved as a Reserved Matter; and

¹ Definition of 'Net Debt' to be consistent with CRH's reporting under US GAAP.

Term	Description
	<ul style="list-style-type: none"> - pursuant to usual "emergency funding" provisions (which will include catch-up rights).
18 <i>Business plan & budget</i>	<ul style="list-style-type: none"> • The Company must conduct the business in accordance with the business plan and budget approved and adopted by the Board for each financial year, or as may be amended by the Board from time to time. Any actions which directly cause a material deviation from or variation to the business plan or budget must have the prior approval of the Board.
19 <i>Dividend Policy</i>	<ul style="list-style-type: none"> • The Company must payout 100% of any remaining surplus cash after it has allocated enough surplus cash to: <ul style="list-style-type: none"> - adequately fund working capital, capital expenditure and accrued liabilities; and - operate the business in accordance with the business plan and budget, and to the extent it is available to be distributed under the Group's external debt facilities and the Corporations Act and any other applicable law and would not cause the Group's leverage to exceed the target range (Dividend Policy). • Any change to the Dividend Policy is a Reserved Matter.
Restrictions on Dealings with shares	
20 <i>Transfer of Shares</i>	<ul style="list-style-type: none"> • A shareholder must not transfer any of their shares, other than: <ul style="list-style-type: none"> - under the ROFO; - to its related body corporate (provided, if the transferee ceases to be a related body corporate, it will transfer all of the shares back to the transferor shareholder or to a related body corporate of the transferor); or - with the prior written consent of the Board as a Reserved Matter. • Subject to the ROFO, a shareholder must not commence a process for the disposal of its shares in the Company without having informed the other shareholder.
21 <i>Restricted Transfers</i>	<ul style="list-style-type: none"> • In no case shall a shareholder transfer any of its shares to a Restricted Person, without the prior written consent of the other shareholder. • A Restricted Person is any person (including entity) who: <ul style="list-style-type: none"> - is an adverse party in any bona fide action or proceeding of whatever nature, whether civil, criminal, administrative, or judicial, actually claimed by or against any shareholder; or - any person who is not permitted to own the shares under Australian law.
22 <i>Right of First Offer (ROFO)</i>	<p>Sale by CRH</p> <ul style="list-style-type: none"> • CRH must not transfer any shares held by it unless all its shares (the CRH Shares) are first offered to the Barro Holders. The offer period shall be no less than 60 days (CRH Offer Period). During the CRH Offer Period, the Barro Holders may make an offer (CRH Offer) to acquire all (but not some) of the CRH Shares. The CRH Offer must state: <ul style="list-style-type: none"> - the cash amount of consideration payable per CRH Share; - a confirmation that the Barro Holders have secured committed financing; and

Term	Description
	<ul style="list-style-type: none"> - any other material terms and conditions of the CRH Offer. • If the Barro Holders make a CRH Offer in the CRH Offer Period, CRH will have 30 days to accept the CRH Offer. • If the Barro Holders do not make a CRH Offer in the CRH Offer Period, or where the CRH Offer is not accepted by CRH, CRH may sell all (but not some) of the CRH Shares to a third party, but only to a competitor of Adbri with the approval of the Barro Holders. • CRH will be permitted to disclose Company information to third party prospective purchasers provided they have entered into a customary confidentiality agreement (or deed) and they are not a Restricted Person. The Barro Holders agree to use reasonable endeavours to support any bona fide sale by CRH. • Any third party sale must be: <ul style="list-style-type: none"> - at a price no less than the price offered by the Barro Holders under the CRH Offer (if any) made by the Barro Holders; - on terms that are, as a whole, not materially more favourable to the third party than the terms of the CRH Offer (if any) made by the Barro Holders; and - entered into within 180 days of the end of the CRH Offer Period and subject only to mandatory regulatory or competition conditions.
	<p data-bbox="540 913 846 940">Sale by the Barro Holders</p> <ul style="list-style-type: none"> • The Barro Holders must not transfer any shares held by it unless all its shares (the Barro Holders' Shares) are first offered to CRH (the Barro Offer). The offer period shall be no less than 60 days (Barro Offer Period) and the Barro Offer shall state: <ul style="list-style-type: none"> - the offer price proposed by the Barro Holders; and - any other material terms and conditions of the Barro Offer. - CRH will have 30 days to accept the Barro Offer. • If CRH does not accept the Barro Offer, the Barro Holders may sell all (but not some) of the Barro Holders' Shares to a third party, including to a competitor of Adbri. • The Barro Holders will be permitted to disclose Company information to third party prospective purchasers provided they have entered into a customary confidentiality agreement (or deed). CRH agrees to use reasonable endeavours to support any bona fide sale by the Barro Holders. • Any third party sale must be: <ul style="list-style-type: none"> - at a price no less than a proportion (to be agreed between the parties in the long form Shareholders' Agreement) of the price offered under the Barro Offer (if any) made by the Barro Holders; - other than in respect of the price, on terms that are, as a whole, not materially more favourable to the third party than the terms of the Barro Offer made by the Barro Holders; and - entered into within 180 days of the end of the Barro Offer Period and subject to mandatory regulatory or competition conditions.
Other	

Term	Description
23 <i>Non-compete</i>	<ul style="list-style-type: none"> The Shareholders' Agreement will not contain any non-compete.
24 <i>Usual matters</i>	<ul style="list-style-type: none"> The Shareholders' Agreement will deal with other usual matters (including the provision of information (where relevant, on the same basis as the current arrangements which exist between the Barro Holders and Adbri), a termination and default regime and confidentiality requirements).
25 <i>ICL</i>	<ul style="list-style-type: none"> CRH and the Barro Holders will use best endeavours to agree terms for CRH to acquire Adbri's 50% unitholding in ICL following the implementation of the proposed transaction at a valuation established by an independent expert based on the implied value of ICL within the acquisition price paid for Adbri. All decision making and governance in relation to ICL will remain unchanged until the sale of the unitholding to CRH is complete.

Execution page

Executed as an agreement.

Executed on behalf of **CRH ANZ Pty Ltd (ACN 604 858 139)** by its attorneys under power of attorney dated 14 December 2023 who state that they have no notice of revocation of this power of attorney in the presence of:



Signature of witness

KAREN EVANS-CULLEN

Name of witness (print)



Signature of attorney

JOHN LYDON

Name of attorney (print)



Signature of witness

KAREN EVANS-CULLEN

Name of witness (print)



Signature of attorney

PHILIP WHEATLEY

Name of attorney (print)


Signed by **Barro Properties Pty Ltd** in accordance with section 127 of the *Corporations Act 2001* (Cth) by:



Signature of director

RHONDA BARRO

Name of director (print)



Signature of director/secretary

RAYMOND BARRO

Name of director/secretary (print)

Signed by **Ageflow Pty Ltd** in accordance with section 127 of the *Corporations Act 2001* (Cth) by:



Signature of director

RHONDA BARRO

Name of director (print)



Signature of director/secretary

RAYMOND BARRO

Name of director/secretary (print)

Signed by **Barro Group Pty Ltd** in accordance with section 127 of the *Corporations Act 2001* (Cth) by:



Signature of director

RHONDA BARRO

Name of director (print)



Signature of director/secretary

RAYMOND BARRO

Name of director/secretary (print)


Signed by **Churchbridge Pty Ltd** in accordance with section 127 of the *Corporations Act 2001* (Cth) by:



Signature of director

RHONDA BARRO

Name of director (print)



Signature of director/secretary

RAYMOND BARRO

Name of director/secretary (print)

Signed by **Cloverdew Pty Ltd** in accordance with section 127 of the *Corporations Act 2001* (Cth) by:



Signature of director

RHONDA BARRO

Name of director (print)



Signature of director/secretary

RAYMOND BARRO

Name of director/secretary (print)

Signed by **Rayonbridge Pty Ltd** in accordance with section 127 of the *Corporations Act 2001* (Cth) by:



Signature of director

RHONDA BARRO

Name of director (print)



Signature of director/secretary

RAYMOND BARRO

Name of director/secretary (print)

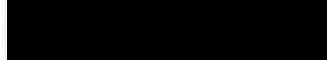
Signed by **Carltonbridge Pty Ltd** in accordance with section 127 of the *Corporations Act 2001* (Cth) by:



Signature of director

RHONDA BARRO

Name of director (print)



Signature of director/secretary

RAYMOND BARRO

Name of director/secretary (print)

Signed by **Dogi Dogi Pty Ltd** in accordance with section 127 of the *Corporations Act 2001* (Cth) by:



Signature of director

RHONDA BARRO

Name of director (print)



Signature of director/secretary

RAYMOND BARRO

Name of director/secretary (print)

Signed by **Christabel Investments Pty Ltd** in accordance with section 127 of the *Corporations Act 2001* (Cth) by:



Signature of director

RHONDA BARRO

Name of director (print)




Signature of director/secretary


RAYMOND BARRO

Name of director/secretary (print)

Signed by **Rhonda Barro and Raymond Barro**
as trustee of **David Barro Testamentary Trust** in
the presence of:




Signature of witness




Signature of **Rhonda Barro**

KAREN EVANS-CULLEN
Name of witness (print)




Signature of witness




Signature of **Raymond Barro**

KAREN EVANS-CULLEN
Name of witness (print)


Signed by **Rhonda Barro** in the presence of:



Signature of witness



Signature of **Rhonda Barro**



Name of witness (print)

ANNEXURE 'C' – Cash settled total return swap

This is Annexure 'C' referred to in the Form 603 (Notice of initial substantial holder).



Jim Mintern (Dec 17, 2023 14:29 GMT)

Jim Mintern
Director/Company
Secretary
Date:

Type of derivative	Cash settled equity swap
Identity of taker	CRH ANZ Pty Ltd
Entry date	4 April 2023
Relevant security	Fully paid ordinary shares in Adbri Limited (ACN 007 596 018) (Shares)
Notional number of securities to which the derivative relates	30,144,586
Average Price	Average entry price of \$2.15 per Share
Long equity derivative positions held by the taker and its associates, its relevant interests and its associates' relevant interests	Relevant interest in 279,274,902 Shares (in accordance with section 671B(7) of the Corporations Act) Economic interest in 30,144,586 Shares under the cash settled equity swap Total long position (relevant interest plus economic interest): 309,419,488 Shares
Identity of the associates of the taker	As set out in item 3 of Form 603 to which this Annexure C is attached