

**SCHEME OF ARRANGEMENT
THE HIGH COURT
IN THE MATTER OF
CRH PUBLIC LIMITED COMPANY
AND IN THE MATTER OF THE COMPANIES ACT 2014
SCHEME OF ARRANGEMENT
UNDER CHAPTER 1 OF PART 9 OF THE COMPANIES ACT 2014
BETWEEN CRH PUBLIC LIMITED COMPANY AND THE 7% PREFERENCE SHARE SCHEME SHAREHOLDERS
(AS HEREINAFTER DEFINED)**

PRELIMINARY:

- (A) CRH is a public limited company incorporated in Ireland under the Act with registration number 12965.
- (B) The authorised share capital of CRH at the date of this 7% Preference Share Scheme is €401,297,940 divided into 150,000 5% Cumulative Preference Shares of €1.27 each, 872,000 7% "A" Cumulative Preference Shares of €1.27 each and 1,250,000,000 Ordinary Shares of €0.32 each. As of the Latest Practicable Date, (i) 705,043,723 Ordinary Shares have been issued and are credited as fully paid and the remainder are unissued, (ii) 50,000 5% Cumulative Preference Shares have been issued and are credited as fully paid and the remainder are unissued, and (iii) 872,000 7% "A" Cumulative Preference Shares have been issued and are credited as fully paid.
- (C) The purpose of the 7% Preference Share Scheme is to provide for the cancellation of all 7% Preference Share Scheme Shares pursuant to a scheme of arrangement under Chapter 1 of Part 9 of the Act and Sections 84 and 85 of the Act, in consideration for a cash payment of the 7% Cancellation Consideration to the 7% Preference Share Scheme Shareholders, and to take certain steps to facilitate the foregoing.
- (D) All references are to Dublin (Ireland) time unless otherwise stated.
- (E) The explanatory statement required to be furnished pursuant to Section 452 of the Act is set out in "Part II - 7% Preference Share Scheme of Arrangement Explanatory Statement" of Annex C to the Proxy Statement, and was also issued to the 7% Preference Shareholders on March 27, 2026 as part of the 7% Preference Share Scheme Circular.

1. The Scheme of Arrangement

1.1 Definitions

In this 7% Preference Share Scheme, unless inconsistent with the subject or context, the following expressions bear the following meanings:

"5% Cancellation Consideration"	€2.54 for each 5% Preference Share cancelled pursuant to the 5% Preference Share Scheme;
"5% Preference Share Scheme" or "5% Preference Share Scheme of Arrangement"	the proposed scheme of arrangement under Chapter 1 of Part 9 of the Act, and the related reduction of capital, with or subject to any modifications, addition(s) or condition(s) approved or imposed by the Irish High Court and agreed to by CRH in relation to the cancellation of the 5% Preference Shares;
"5% Preference Share Scheme Circular"	the document distributed to the 5% Preference Shareholders on March 27, 2026 in respect of the 5% Preference Share Scheme containing (i) the 5% Preference Share Scheme Document, (ii) the notice of the 5% Preference Share Scheme Meeting, (iii) an explanatory statement as required by Section 452 of the Act with respect to the 5% Preference Share Scheme (as also set out in 'Part II - 5% Preference Share Scheme of Arrangement Explanatory Statement' of Annex B to the Proxy Statement), (iv) the form of proxy, and (v) the accompanying cover letter;
"5% Preference Share Scheme Document"	the document as set out in 'Part I – 5% Preference Share Scheme of Arrangement' of Annex B to the Proxy Statement, and as also distributed to 5% Preference Shareholders as part of the 5% Preference Share Scheme Circular;
"5% Preference Shareholders"	Holders of the 5% Preference Shares;
"5% Preference Shares"	the 50,000 5% Cumulative Preference Shares of €1.27 each in the share capital of CRH (ISIN: IE0001827264), admitted to trading on Euronext Growth Dublin;
"7% Cancellation Consideration"	has the meaning given to it in Clause 3.1;
"7% Preference Share Cancellation"	the cancellation of all of the 872,000 issued and outstanding 7% Preference Shares to be implemented pursuant to the 7% Preference Share Scheme, and the related Reduction of Capital in exchange for a cash payment of the 7% Cancellation Consideration;
"7% Preference Share Court Hearing"	the hearing by the Irish High Court at which the application is made to sanction the proposed 7% Preference Share Scheme under Section 453(2)(c) of the Act;
"7% Preference Share Forms of Proxy"	the form of proxy for the 7% Preference Share Scheme Meeting and the form of proxy for the AGM, and "7% Preference Share Forms of Proxy" shall mean any of them, which have been issued to 7% Preference Shareholders on March 27, 2026 as part of the 7% Preference Share Scheme Circular;
"7% Preference Share Scheme Circular"	the document distributed to the 7% Preference Shareholders on March 27, 2026 in respect of the 7% Preference Share Scheme containing (i) this 7% Preference Share Scheme Document, (ii) the notice of the 7% Preference Share Scheme Meeting, (iii) an explanatory statement as required by Section 452 of the Act with respect to the 7% Preference Share Scheme (as also set out in 'Part II - 7% Preference Share Scheme of Arrangement Explanatory Statement' of Annex C to the Proxy Statement), (iv) the 7% Preference Share Forms of Proxy, and (v) the accompanying cover letter;
"7% Preference Share Scheme Document"	this document, as set out in 'Part I – 7% Preference Share Scheme of Arrangement' of Annex C to the Proxy Statement, and as also distributed to 7% Preference Shareholders as part of the 7% Preference Share Scheme Circular;
"7% Preference Share Scheme Meeting"	the meeting of the 7% Preference Shareholders convened pursuant to the authority of the Board under Section 450(1) of the Act (and any adjournment of such meeting), to be held at 10:00 a.m. on May 21, 2026 at the offices of Arthur Cox LLP, Ten Earlsfort Terrace, Dublin 2, D02 T380, Ireland for the purposes of considering and, if thought fit, approving the 7% Preference Share Scheme (with or without any modification(s), addition(s) or condition(s) approved or imposed by the Irish High Court), notice of which was sent to the 7% Preference Shareholders on March 27, 2026 and is part of the 7% Preference Share Scheme Circular;
"7% Preference Share Scheme Order"	the order or orders of the Irish High Court under Section 453 of the Act sanctioning the 7% Preference Share Scheme and, if applicable, confirming the Reduction of Capital which forms part of it under Sections 84 and 85 of the Act;
"7% Preference Share Scheme Record Time"	11:59 pm (Dublin) on the last Business Day before the Effective Date (or such other day and/or time as is specified as the record time for determining those 7% Preference Shares that will be subject to the 7% Preference Share Scheme);
"7% Preference Share Scheme Shares"	any 7% Preference Shares in issue at the 7% Preference Share Scheme Record Time;
"7% Preference Share Scheme Shareholders"	Holders of the 7% Preference Share Scheme Shares;
"7% Preference Share Scheme" or "7% Preference Share Scheme of Arrangement"	this proposed scheme of arrangement under Chapter 1 of Part 9 of the Act, and the Reduction of Capital, with or subject to any modifications, addition(s) or condition(s) approved or imposed by the Irish High Court and agreed to by CRH in relation to the cancellation of the 7% Preference Share Scheme Shares;
"7% Preference Shareholders"	Holders of the 7% Preference Shares;
"7% Preference Shares"	the 7% "A" Cumulative Preference Shares of €1.27 each in the share capital of CRH (ISIN IE0001827603), currently admitted to trading on the LSE but expected to be delisted from the LSE on April 20, 2026;
"Act"	the Companies Act 2014 of Ireland (as amended);

“AGM”	the annual general meeting of CRH (and any adjournment thereof) to be held at 11:00 a.m. (Dublin) on Thursday, May 7, 2026 at the Royal Marine Hotel, Marine Road, Dún Laoghaire, Co. Dublin, Ireland;
“AGM Voting Record Time”	7:00 p.m. (Dublin)/3:00 p.m. (New York) on March 11, 2026 for Ordinary Shareholders, and 7:00 p.m. (Dublin)/2:00 p.m. (New York) on May 3, 2026 for 7% Preference Shareholders;
“Articles”	the articles of association of CRH as at the date of the 7% Preference Share Scheme Circular;
“Belgian Law Rights”	the fungible co-ownership rights governed by Belgian law over a pool of book-entry interests in securities of the same issue (i.e. as can be identified by an ISIN) which the EB Participants hold;
“Board of Directors” or “Board”	the board of directors of CRH from time to time;
“Broadridge”	Broadridge Financial Solutions Limited;
“Business Day”	any day, other than a Saturday, Sunday, public holiday or a day on which banks in Ireland, London or in New York are authorised or required by law or executive order to be closed;
“Cancellation Consideration”	the 5% Cancellation Consideration and the 7% Cancellation Consideration;
“CDIs”	an English law security issued by the CREST Depository that represents a CREST member’s interest in a 7% Preference Share (including the Belgian Law Rights in respect of a 7% Preference Share);
“Company” or “CRH”	CRH plc, a public limited company incorporated under the Act with registration number 12965 and having its registered office at 42 Fitzwilliam Square, Dublin 2, D02 R279, Ireland;
“CREST Depository”	CREST Depository Limited, a subsidiary of Euroclear UK & International Limited (“EUI”) (or any successor or assignee of it in such capacity from time to time);
“DWT”	Irish dividend withholding tax;
“EB” or “Euroclear Bank”	Euroclear Bank S.A./N.V., an international central depository system based in Belgium;
“EB Nominee”	Euroclear Nominees Limited, a wholly owned subsidiary of Euroclear Bank, established under the laws of England and Wales with registration number 02369969 (or any such successor or assignee of it in such capacity from time to time);
“EB Participant”	a participant in the EB System that has entered into an agreement to participate in the EB System subject to the EB Terms and Conditions;
“EB System”	the securities settlement system operated by Euroclear Bank and governed by Belgian law (or any successor or assignee of it in such capacity from time to time) or any replacement for such system from time to time;
“EB Terms and Conditions”	the document issued by Euroclear Bank entitled “Terms and Conditions governing use of Euroclear” dated June 2025;
“Effective Date”	the date on which the 7% Preference Share Scheme becomes effective in accordance with its terms;
“Effective Time”	the time on the Effective Date at which the 7% Preference Share Scheme Order and a copy of the minute required by Section 86 of the Act are registered by the Registrar of Companies;
“Euro” or “€”	euro, the lawful currency of Ireland;
“Euronext”	the corporate group consisting of Euronext N.V., a company with limited liability (“naamloze vennootschap”) organised under the laws of the Netherlands, Euronext Brussels, Euronext Dublin, Euronext Lisbon, Euronext Paris and Oslo Børs and/or any other subsidiary of Euronext N.V., as the context may require;
“Euronext Dublin”	the Irish Stock Exchange plc, trading as Euronext Dublin incorporated and registered in Ireland under the Act with registered number 539157 (or any successor or assignee of it in such capacity from time to time);
“Euronext Growth Dublin”	a Euronext Growth market operated by Euronext Dublin;
“Euronext Growth”	a multilateral trading facility within the scope of Article 4(1)(22) of MiFID II operated by the respective Euronext Market Undertakings with the commercial name “Euronext Growth”;
“Holder”	in relation to any Ordinary Share and/or Preference Share, the Member whose name is entered in the Register of Members as the holder of that share and any Joint Holder, including any person(s) entitled by transmission;
“Irish High Court”	the High Court of Ireland;
“Irish Revenue”	the Revenue Commissioners of Ireland, the Irish Government agency responsible for customs, excise, taxation and related matters;
“Joint Holder(s)”	the Members whose names are entered in the Register of Members as the joint holders of a 7% Preference Share and includes any person(s) entitled by transmission;
“Latest Practicable Date”	March 11, 2026;
“LSE”	the London Stock Exchange Group plc or the market conducted by it, as the context requires, or any successor or assignee of it in such capacity from time to time or any replacement for such system from time to time;
“Members”	the members of CRH as entered in the Register of Members at any relevant date and “Member” will be interpreted accordingly;

“Ordinary Shareholders”	a Holder of Ordinary Shares;
“Ordinary Shares”	the ordinary shares of €0.32 each in the share capital of CRH;
“Overseas Shareholders”	a 7% Preference Shareholder who is resident in, ordinarily resident in, or a citizen of a jurisdiction outside of Ireland;
“Preference Shares”	the 5% Preference Shares and the 7% Preference Shares;
“Preference Shareholders”	the 5% Preference Shareholders and the 7% Preference Shareholders;
“Preference Share Scheme Circular(s)”	the 5% Preference Share Scheme Circular and/or the 7% Preference Share Scheme Circular, as the context so requires;
“Proxy Statement”	the 2026 Notice of Meeting and Proxy Statement issued to Ordinary Shareholders and 7% Preference Shareholders (and made available to 5% Preference Shareholders for information purposes only) on March 27, 2026 and available on CRH’s website at www.crh.com/investors/shareholder-meetings ;
“Reduction of Capital”	the reduction of the share capital of CRH by the cancellation of the 7% Preference Share Scheme Shares to be effected as part of the 7% Preference Share Scheme as referred to in Clause 2 of this 7% Preference Share Scheme;
“Register of Members”	the register of members of CRH which is maintained pursuant to Section 169 of the Act;
“Registrar”	Computershare Investor Services (Ireland) Limited, 3100 Lake Drive, Citywest Business Campus, Dublin 24, D24 AK82, Ireland, or such other registrar as may be appointed by the Company from time to time;
“Registrar of Companies”	the Registrar of Companies in Dublin, Ireland;
“Regulatory Information Service”	a regulatory information service as defined in the Irish Takeover Rules;
“Restricted Jurisdiction”	any jurisdiction in respect of which it would be unlawful for the 7% Preference Share Scheme Circular to be released, published or distributed, in whole or in part;
“Restricted Overseas Shareholder”	a 7% Preference Shareholder (including an individual, partnership, unincorporated syndicate, limited liability company, unincorporated organisation, trust, trustee, executor, administrator or other legal representative) in, or resident in, or any 7% Preference Shareholder whom CRH believes to be in, or resident in, a Restricted Jurisdiction;
“Scheme Document(s)”	the 5% Preference Share Scheme Document and/or the 7% Preference Share Scheme Document, as the context so requires;
“Scheme Meeting(s)”	the 5% Preference Share Scheme Meeting and/or the 7% Preference Share Scheme Meeting as the context so requires;
“Scheme(s)” or “Schemes of Arrangement”	the 5% Preference Share Scheme and/or the 7% Preference Share Scheme, as the context so requires;
“Tax Treaty Country”	a country which has signed a Double Taxation Agreement with Ireland;
“TCA”	Taxes Consolidation Act 1997;
“Voting Record Time”	7:00 p.m. (Dublin) on May 17, 2026 or, if the 7% Preference Share Scheme Meeting is adjourned, on the day that is four days before the day appointed for the adjourned meeting;

and unless otherwise specified, references to Clauses are Clauses of this 7% Preference Share Scheme.

2. Cancellation of the 7% Preference Share Scheme Shares

Pursuant to Sections 84 to 86 and Chapter 1 of Part 9 of the Act and Article 54 of the Articles, and upon and with effect from the Effective Time, the issued share capital of CRH shall be reduced by cancelling and extinguishing all of the 7% Preference Share Scheme Shares, and thereby reducing the amount standing to the credit of the Company’s preference share capital account by an amount equal to the nominal value of the 7% Preference Share Scheme Shares at the Effective Time, being a sum of €1,107,440.

3. Consideration for the Cancellation of the 7% Preference Share Scheme Shares

- 3.1 In consideration for the cancellation of the 7% Preference Share Scheme Shares pursuant to Clause 2, the Company shall pay to (or procure the payment to) each Holder of 7% Preference Share Scheme Shares (as appearing on the Register of Members at the 7% Preference Share Scheme Record Time) an amount in cash equal to €3.556 in respect of each 7% Preference Share Scheme Share cancelled (the “7% Cancellation Consideration”) (without interest and less any applicable withholding taxes (if any) as may be required by law), in accordance with Clause 4 of this 7% Preference Share Scheme. The Company shall procure that the 7% Cancellation Consideration is distributed to such Holders of the 7% Preference Share Scheme Shares within 14 days of the Effective Date in accordance with Clause 4 of this Scheme.
- 3.2 The 7% Cancellation Consideration represents a premium of 180% to the nominal value of each 7% Preference Share, with such premium above nominal value to be paid from the Company’s profits available for distribution, and the nominal value to be paid by repayment of capital. The 7% Cancellation Consideration comprises the entire amount payable in respect of the cancellation of the 7% Preference Shares and there is no separate entitlement or payment in respect of any dividend entitlement unpaid or otherwise accrued up to and including the Effective Time.
- 3.3 Neither CRH nor its agents shall be liable to any 7% Preference Share Scheme Shareholder for any cash payment, dividends or distributions with respect to the 7% Preference Share Scheme Shares delivered to a public official in compliance with any abandoned property, escheat or law permitting attachment of money or property or similar law.

4. Settlement of the 7% Cancellation Consideration

- 4.1 Not later than 14 days after the Effective Date, the 7% Cancellation Consideration to which any 7% Preference Share Scheme Shareholder is entitled under the 7% Preference Share Scheme will be distributed in the following manner:

- (a) in the case of 7% Preference Share Scheme Shares which at the 7% Preference Share Scheme Record Time are in registered form, in accordance with the provisions of Clause 4.3 of this 7% Preference Share Scheme, by means of a SEPA payment to the 7% Preference Shareholder's nominated bank account for CRH distributions in respect of the 7% Preference Shares (unless such Holder of the 7% Preference Share Scheme Shares notifies the Registrar in writing prior to the 7% Preference Share Scheme Record Time revoking that mandate and requesting that the 7% Cancellation Consideration be paid by cheque in the same manner as those without a bank mandate in place, or to an alternate bank account) or, absent a bank mandate being recorded on the Register of Members by the 7% Preference Share Scheme Record Time, by the despatch of cheques payable in Euro (€) for the sums payable to them, in accordance with Clause 3.1 of this 7% Preference Share Scheme and Article 137 of the Articles; or
 - (b) in the case of 7% Preference Share Scheme Shares which at the 7% Preference Share Scheme Record Time are in unregistered form (i.e. held through the EB System), by electronically transferring the sum to Euroclear Bank and the cash to which the 7% Preference Share Scheme Shareholder is entitled will be paid in euro (€) by means of the EB System.
- 4.2 As from the 7% Preference Share Scheme Record Time, each holding of 7% Preference Share Scheme Shares credited to any securities clearance account in the EB System shall be disabled and all 7% Preference Share Scheme Shares will be removed from the EB System in due course.
- 4.3 Consideration payable to 7% Preference Shareholders with dividend bank mandates shall be paid by means of SEPA. All despatches of cheques required to be made pursuant to this 7% Preference Share Scheme shall be effected by sending the same through the post in prepaid envelopes addressed to the Holders entitled thereto at their respective registered addresses as appearing in the Register of Members at the 7% Preference Share Scheme Record Time (or, in the case of Joint Holders, at the registered address of that one of the Joint Holders whose name stands first in the said Register of Members in respect of such joint holding at the 7% Preference Share Scheme Record Time) or in accordance with any special instructions regarding communications, and neither CRH nor its respective agents shall be responsible for any loss or delay in the transmission of any cheques sent in accordance with this Clause 4.3, which shall be sent at the risk of persons entitled thereto.
- 4.4 All cheques drawn in accordance with this Clause 4 shall be in Euro (€) and, subject to Clause 4.5, shall be made payable to the 7% Preference Share Scheme Shareholder or, in the case of Joint Holders to that one Joint Holder who is the first named Holder of the 7% Preference Share Scheme Shares concerned, or as otherwise properly directed by the persons entitled thereto, and the despatch of any such cheque shall be a complete discharge to CRH for the moneys represented thereby.
- 4.5 Each mandate in force on the Effective Date relating to the payment of dividends or other distributions on any 7% Preference Share Scheme Shares and other instructions given to CRH by Holders of the 7% Preference Share shall, unless notice of revocation of such instructions is received by the Registrar prior to the 7% Preference Share Scheme Record Time, be deemed to be an effective mandate or instruction to CRH to pay and dispatch the 7% Cancellation Consideration payable under Clause 3 in accordance with such mandate.

5. Certificates for 7% Preference Share Scheme Shares

- 5.1 With effect from the Effective Date, (i) except for the payment obligations required to be made under Clause 4, Euroclear Bank shall be instructed to disable the entitlements to 7% Preference Share Scheme Shares of Holders of 7% Preference Share Scheme Shares in unregistered form, and (ii) any certificates or other statements of ownership representing 7% Preference Share Scheme Shares shall cease to have effect as documents of title to the shares comprised therein and every holder thereof shall be bound at the request of CRH to deliver up such certificates and/or statements to CRH as CRH may direct.

6. Conditions of the 7% Preference Share Scheme of Arrangement

- 6.1 The 7% Preference Share Scheme will not be completed unless, among other things, the following conditions are satisfied or, if allowed by law, waived:
- (a) approval of the 7% Preference Share Scheme by the 7% Preference Shareholders who represent at least 75% in value of the members present and voting either in person or by proxy at the 7% Preference Share Scheme Meeting, and with the quorum of at least two persons holding or representing in person or by proxy at least one-third in nominal value of the 7% Preference Shares in issue being satisfied at the 7% Preference Share Scheme Meeting;
 - (b) each of Proposals 8, 9, 10 and 11 (set out in the Proxy Statement) are duly passed by the requisite majorities of Ordinary Shareholders (and 7% Preference Shareholders, voting with the Ordinary Shareholders, in respect of Proposal 9 only) at the AGM (or any adjournment of such meeting);
 - (c) the sanction by the Irish High Court of the 7% Preference Share Scheme (with or without any modification(s), addition(s) or condition(s) approved or imposed by the Irish High Court) pursuant to section 453 of the Act, and the confirmation of the Reduction of Capital involved therein by the Irish High Court;
 - (d) the delivery of a copy of the 7% Preference Share Scheme Order, together with the minute required by Section 86 of the Act, to the Registrar of Companies for registration in accordance with Section 454 of the Act, and registration of the 7% Preference Share Scheme Order and minute confirming the Reduction of Capital by the Registrar of Companies; and
 - (e) the Board not having resolved to abandon, discontinue and/or withdraw the 7% Preference Share Scheme prior to the 7% Preference Share Court Hearing.

7. Overseas Shareholders

- 7.1 The provisions of Clauses 2, 3 and 4 shall be subject to any prohibition or condition imposed by law.

7.2 Notwithstanding the provisions of Clause 7.1, CRH retains the right to permit the release, publication or distribution of the 7% Preference Share Scheme Circular (or any parts thereof) and/or the Proxy Statement to any Restricted Overseas Shareholder who satisfies CRH (in its sole discretion) that doing so will not infringe the laws of the relevant Restricted Jurisdiction, or require compliance with any governmental or other consent or any registration, filing or other formality that CRH is unable to comply with or which CRH regards as unduly onerous to comply with.

8. The Effective Time

This 7% Preference Share Scheme shall become effective as soon as a copy of the 7% Preference Share Scheme Order and a copy of the minute required by Section 86 of the Act have been delivered to the Registrar of Companies for registration and registered by the Registrar of Companies. This is subject to CRH not having agreed prior to the Effective Date, with the consent of the Irish High Court (where required), not to proceed with the 7% Preference Share Scheme and in such case all undertakings given to the Irish High Court in respect of this 7% Preference Share Scheme shall be deemed to have lapsed with immediate effect.

9. Modification

CRH may consent on behalf of all persons concerned to any modification of or addition to this 7% Preference Share Scheme or any condition that the Irish High Court may approve or impose.

10. Costs

The costs of the 7% Preference Share Scheme, including costs of the preparation, approval and implementation of the 7% Preference Share Scheme, will be paid by CRH.

11. Governing Law

This 7% Preference Share Scheme shall be governed by, and construed in accordance with, the laws of Ireland. CRH and the 7% Preference Share Scheme Shareholders hereby agree that the Irish High Court shall have exclusive jurisdiction to hear and determine any suit, action or proceeding or to settle any dispute which may arise in relation thereto and the sanction thereof.

Date: March 27, 2026