CRH Finance DAC

(incorporated with limited liability in Ireland with registered number 50074)

CRH Funding B.V.

(incorporated with limited liability in The Netherlands with registered number 57502536)

CRH SMW Finance DAC

(incorporated with limited liability in Ireland with registered number 648773)

€10,000,000,000
Euro Medium Term Note Programme
unconditionally and irrevocably guaranteed by
CRH plc

(incorporated with limited liability in Ireland with registered number 12965)

Under this €10,000,000,000 Euro Medium Term Note Programme (the **Programme**), CRH Finance DAC (an **Issuer** or **CRH Finance**), CRH Funding B.V. (an **Issuer** or **CRH Funding B.V.**) and CRH SMW Finance DAC (an **Issuer** or **CRH SMW**) (together, the **Issuers**) may from time to time issue notes (the **Notes**) denominated in any currency agreed between the relevant Issuer and the relevant Dealer (as defined below).

The payments of all amounts due in respect of the Notes will be unconditionally and irrevocably guaranteed by CRH plc (the **Guarantor** or **CRH**).

The maximum aggregate nominal amount of all Notes from time to time outstanding under the Programme will not exceed €10,000,000,000 (or its equivalent in other currencies calculated as described in the Programme Agreement described herein), subject to increase as described herein.

The Notes may be issued on a continuing basis to one or more of the Dealers specified under "*Overview of the Programme*" and any additional Dealer appointed under the Programme from time to time by the relevant Issuer (each a **Dealer** and together the **Dealers**), which appointment may be for a specific issue or on an ongoing basis. References in this base prospectus (the **Base Prospectus**) to the relevant Dealer shall, in the case of an issue of Notes being (or intended to be) subscribed by more than one Dealer, be to all Dealers agreeing to subscribe such Notes.

An investment in Notes issued under the Programme involves certain risks. For a discussion of these risks see "*Risk Factors*".

The Central Bank of Ireland (the **Central Bank**), as competent authority under Regulation (EU) 2017/1129 (the **Prospectus Regulation**) has approved this Base Prospectus as a base prospectus. The Central Bank has only approved this Base Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by the Prospectus Regulation. Such approval is not to be considered as an endorsement of the Issuers or the Guarantor or of the quality of the Notes. Investors should make their own assessment as to the suitability of investing in the Notes. Such approval relates only to the Notes which are to be admitted to trading on the regulated market (the **Market**) of the Irish Stock Exchange plc trading as Euronext Dublin (**Euronext Dublin**) or other regulated markets for the purposes of Directive 2014/65/EU (as amended, **MiFID II**) and/or that are to be offered to the public in any member state of the European Economic Area (the **EEA**) in circumstances that require the publication of a prospectus.

Application has been made to Euronext Dublin for the Notes issued under the Programme within 12 months of this Base Prospectus to be admitted to its official list (the **Official List**) and trading on the Market. The Market is a regulated market for the purposes of MiFID II. Application may be made to list Swiss Notes issued under the Programme on the SIX Swiss Exchange Ltd (the **SIX Swiss Exchange**). The Central Bank is not the competent authority to approve this document in relation to the Swiss Notes (as defined herein). Notes which are neither listed nor admitted to trading may also be issued.

This Base Prospectus (as supplemented as at the relevant time, if applicable) is valid for 12 months from its date in relation to Notes which are to be admitted to trading on a regulated market in the EEA. The obligation to supplement this Base Prospectus in the event of a significant new factor, material mistake or material inaccuracy does not apply when this Base Prospectus is no longer valid. The requirement to publish a prospectus under the Prospectus Regulation only applies to Notes which are to be admitted to trading on a regulated market for the purposes of MiFID II and/or offered to the public in the EEA other than in circumstances where an exemption is available under Articles 1(4), 1(5) and/or 3(2) of the Prospectus Regulation.

Notice of the aggregate nominal amount of Notes, interest (if any) payable in respect of Notes, the issue price of Notes and any other terms and conditions not contained herein which are applicable to each Tranche (as defined under "*Terms and Conditions of the Notes*") of Notes will be set out in a final terms document (the **Final Terms**) which, with respect to Notes to be listed on Euronext Dublin will be filed with the Central Bank or, in respect of Notes to be listed on the SIX Swiss Exchange, will be filed with the SIX Swiss Exchange.

The Programme provides that Notes may be listed or admitted to trading, as the case may be, on such other or further stock exchanges or markets as may be agreed between the relevant Issuer and the Guarantor and the relevant Dealer. The relevant Issuer may also issue unlisted Notes and/or Notes not admitted to trading on any market. The Programme has been rated BBB+ by S&P Global Ratings Europe Limited (**S&P**), Baa1 by Moody's Deutschland GmbH (**Moody's**) and BBB+ by Fitch Ratings Ltd (**Fitch**).

S&P and Moody's are established in the EEA and registered under Regulation (EC) No. 1060/2009 (as amended) (the **CRA Regulation**). Fitch is established in the United Kingdom (**UK**) and registered under Regulation (EC) No. 1060/2009 as it forms part of UK domestic law by virtue of the European Union (Withdrawal) Act 2018 (**EUWA**) (the **UK CRA Regulation**). S&P and Moody's are included in the list of credit rating agencies published by the European Securities and Markets Authority (**ESMA**) on its website (at https://www.esma.europa.eu/credit-rating-agencies/cra-authorisation) in accordance with the CRA Regulation. S&P and Moody's are not established in the UK and have not applied for registration under the UK CRA Regulation. Fitch is not established in the EEA and has not applied for registration under the CRA Regulation. Accordingly the ratings of S&P and Moody's have been endorsed by S&P Global Ratings UK Limited and Moody's Investors Service Limited respectively in accordance with the UK CRA Regulation and have not been withdrawn and the ratings of Fitch have been endorsed by Fitch Ratings Ireland Limited in accordance with the CRA Regulation and have not been withdrawn. S&P Global Ratings UK Limited and Moody's Investors Service Limited are established in the UK and registered under the UK CRA Regulation. Fitch Ratings Ireland Limited is established in the EEA and registered under the CRA Regulation.

Notes issued under the Programme may be rated or unrated by a rating agency. Where a Tranche of Notes is rated, such rating will be disclosed in the Final Terms and will not necessarily be the same as the rating assigned to the Programme by S&P, Moody's or Fitch. A security rating is not a recommendation to buy, sell or hold securities and may be subject to revision or withdrawal at any time by the assigning rating agency. Each rating should be evaluated independently of any other rating.

Arranger

NatWest

Dealers

Bank of China	**Barclays**	**BNP PARIBAS**
BofA Securities	**Citigroup**	**Danske Bank**
HSBC	**ING**	**J.P. Morgan**
KBC Bank	**Mizuho**	**NatWest**
PNC Capital Markets LLC	**Santander Corporate & Investment Banking**	**SMBC**
Société Générale Corporate & Investment Banking	**Standard Chartered Bank**	**TD Securities**
UBS Investment Bank	**UniCredit**	**Wells Fargo Securities**

Base Prospectus dated 18 August 2026.

This Base Prospectus comprises a base prospectus in relation to each Issuer for the purposes of Article 8 of the Prospectus Regulation. When used in this Base Prospectus, **Prospectus Regulation** means Regulation (EU) 2017/1129.

CRH Finance accepts responsibility for the information contained in this Base Prospectus with the exception of the information in the sections entitled "*Description of CRH Funding B.V.*", "*Description of CRH SMW Finance DAC*" and any other information in respect of CRH Funding B.V. or CRH SMW. To the best of the knowledge of CRH Finance the information contained in this Base Prospectus in respect of which it accepts responsibility is in accordance with the facts and this Base Prospectus makes no omission likely to affect the import of such information.

CRH Funding B.V. accepts responsibility for the information contained in this Base Prospectus with the exception of the information in the sections entitled "*Description of CRH Finance DAC*", "*Description of CRH SMW Finance DAC*" and any other information in respect of CRH Finance or CRH SMW. To the best of the knowledge of CRH Funding B.V. the information contained in this Base Prospectus in respect of which it accepts responsibility is in accordance with the facts and this Base Prospectus makes no omission likely to affect the import of such information.

CRH SMW accepts responsibility for the information contained in this Base Prospectus with the exception of the information in the sections entitled "*Description of CRH Finance DAC*", "*Description of CRH Funding B.V.*" and any other information in respect of CRH Finance or CRH Funding B.V. To the best of the knowledge of CRH SMW the information contained in this Base Prospectus in respect of which it accepts responsibility is in accordance with the facts and this Base Prospectus makes no omission likely to affect the import of such information.

CRH plc accepts responsibility for the information contained in this Base Prospectus. To the best of the knowledge of CRH plc the information contained in this Base Prospectus is in accordance with the facts and this Base Prospectus makes no omission likely to affect the import of such information.

This Base Prospectus is to be read in conjunction with all documents which are deemed to be incorporated herein by reference (see "*Documents Incorporated by Reference*"). This Base Prospectus shall be read and construed on the basis that such documents are incorporated in and form part of this Base Prospectus.

Other than in relation to the documents which are deemed to be incorporated by reference (see "*Documents Incorporated by Reference*"), the information on the websites to which this Base Prospectus refers does not form part of this Base Prospectus and has not been scrutinised or approved by the Central Bank.

Neither the Dealers nor the Trustee (as defined below) have independently verified the information contained herein. Accordingly, no representation, warranty or undertaking, express or implied, is made and no responsibility or liability is accepted by the Dealers or the Trustee (i) as to the accuracy or completeness of the information contained or incorporated in this Base Prospectus or any other information provided by any Issuer or the Guarantor in connection with the Programme or (ii) for any acts or omissions of any Issuer or the Guarantor or any other person in connection with this Base Prospectus or the issue and offering of Notes under the Programme. None of the Dealers or the Trustee accepts any liability in relation to the information contained or incorporated by reference in this Base Prospectus or any other information provided by any Issuer or the Guarantor in connection with the Programme.

No person is or has been authorised by any Issuer, the Guarantor or the Trustee to give any information or to make any representation not contained in or not consistent with this Base Prospectus or any other information supplied in connection with the Programme or the Notes and, if given or made, such

information or representation must not be relied upon as having been authorised by any Issuer, the Guarantor, any of the Dealers or the Trustee.

Neither this Base Prospectus nor any other information supplied in connection with the Programme or any Notes (a) is intended to provide the basis of any credit or other evaluation or (b) should be considered as a recommendation by any Issuer, the Guarantor, any of the Dealers or the Trustee that any recipient of this Base Prospectus or any other information supplied in connection with the Programme or any Notes should purchase any Notes. Each investor contemplating purchasing any Notes should make its own independent investigation of the financial condition and affairs, and its own appraisal of the creditworthiness, of the relevant Issuer and/or the Guarantor. Neither this Base Prospectus, nor any other information supplied in connection with the Programme, nor the issue of any Notes constitutes an offer or invitation by or on behalf of any Issuer or the Guarantor or any of the Dealers or the Trustee to any person to subscribe for or to purchase any Notes.

Neither the delivery of this Base Prospectus nor the offering, sale or delivery of any Notes shall in any circumstances imply that the information contained herein concerning any Issuer and/or the Guarantor is correct at any time subsequent to the date hereof or that any other information supplied in connection with the Programme is correct as of any time subsequent to the date indicated in the document containing the same. The Dealers and the Trustee expressly do not undertake to review the financial condition or affairs of any Issuer or the Guarantor during the life of the Programme or to advise any investor in the Notes of any information coming to their attention.

None of the Issuers are or will be regulated by the Central Bank as a result of issuing any Notes. Any investment in the Notes does not have the status of a bank deposit and is not within the scope of the deposit protection scheme operated by the Central Bank.

IMPORTANT – EEA RETAIL INVESTORS

If the Final Terms in respect of any Notes includes a legend entitled "Prohibition of Sales to EEA Retail Investors", the Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the EEA. For these purposes, a **retail investor** means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of MiFID II; or (ii) a customer within the meaning of Directive (EU) 2016/97, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in the Prospectus Regulation. Consequently, no key information document required by Regulation (EU) No 1286/2014 (as amended, the **PRIIPs Regulation**) for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.

IMPORTANT – UK RETAIL INVESTORS

If the Final Terms in respect of any Notes includes a legend entitled "Prohibition of Sales to UK Retail Investors", the Notes are not intended to be offered, sold, distributed or otherwise made available to and should not be offered, sold, distributed or otherwise made available to any retail investor in the UK. For these purposes, a **retail investor** means a person who is either one (or both) of the following: (i) not a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of UK domestic law by virtue of the EUWA; or (ii) not a qualified investor as defined in paragraph 15 of Schedule 1 to the Public Offers and Admissions to Trading Regulations 2024. Consequently, no disclosure document required by the FCA Product Disclosure Sourcebook (**DISC**) for offering, selling or distributing the Notes or otherwise making them available to retail investors in the UK has been prepared and therefore offering, selling or distributing the Notes or otherwise making them available to any retail investor in the UK may be unlawful under DISC and the Consumer Composite Investments (Designated Activities) Regulations 2024.

MiFID II PRODUCT GOVERNANCE AND TARGET MARKET

The Final Terms in respect of any Notes may include a legend entitled "MiFID II product governance" which will outline the target market assessment in respect of the Notes and which channels for distribution of the Notes are appropriate. Any person subsequently offering, selling or recommending the Notes (a **distributor**) should take into consideration the target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the target market assessment) and determining appropriate distribution channels.

A determination will be made in relation to each issue about whether, for the purpose of the Product Governance rules under EU Delegated Directive 2017/593 (the **MiFID II Product Governance Rules**), any Dealer subscribing for any Notes is a manufacturer in respect of such Notes, but otherwise neither the Arranger nor the Dealers nor any of their respective affiliates will be a manufacturer for the purpose of the MiFID II Product Governance Rules.

UK MiFIR PRODUCT GOVERNANCE AND TARGET MARKET

The Final Terms in respect of any Notes may include a legend entitled “UK MiFIR Product Governance” which will outline the target market assessment in respect of the Notes and which channels for distribution of the Notes are appropriate. Any distributor should take into consideration the target market assessment; however, a distributor subject to the UK Financial Conduct Authority (**FCA**) Handbook Product Intervention and Product Governance Sourcebook (the **UK MiFIR Product Governance Rules**) is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the target market assessment) and determining appropriate distribution channels.

A determination will be made in relation to each issue about whether, for the purpose of the UK MiFIR Product Governance Rules, any Dealer subscribing for any Notes is a manufacturer in respect of such Notes, but otherwise neither the Arranger nor the Dealers nor any of their respective affiliates will be a manufacturer for the purpose of the UK MiFIR Product Governance Rules.

IMPORTANT INFORMATION RELATING TO THE USE OF THIS BASE PROSPECTUS AND OFFERS OF NOTES GENERALLY

This Base Prospectus does not constitute an offer to sell or the solicitation of an offer to buy any Notes in any jurisdiction to any person to whom it is unlawful to make the offer or solicitation in such jurisdiction. The distribution of this Base Prospectus and the offer or sale of Notes may be restricted by law in certain jurisdictions. The Issuers, the Guarantor, the Dealers and the Trustee do not represent that this Base Prospectus may be lawfully distributed, or that any Notes may be lawfully offered, in compliance with any applicable registration or other requirements in any such jurisdiction, or pursuant to an exemption available thereunder, or assume any responsibility for facilitating any such distribution or offering. In particular, no action has been taken by the Issuers, the Guarantor, the Dealers or the Trustee which is intended to permit a public offering of any Notes or distribution of this Base Prospectus in any jurisdiction where action for that purpose is required. Accordingly, no Notes may be offered or sold, directly or indirectly, and neither this Base Prospectus nor any advertisement or other offering material may be distributed or published in any jurisdiction, except under circumstances that will result in compliance with any applicable laws and regulations. Persons into whose possession this Base Prospectus or any Notes may come must inform themselves about, and observe, any such restrictions on the distribution of this Base Prospectus and the offering and sale of Notes. In particular, there are restrictions on the distribution of this Base Prospectus and the offer or sale of Notes in the United States, the EEA (including Ireland, The Netherlands and Belgium), the UK, Japan, Hong Kong, the PRC (as defined below), Singapore and Switzerland, see “*Subscription and Sale*”.

The Notes may not be a suitable investment for all investors. Each potential investor in the Notes must determine the suitability of that investment in light of its own circumstances. In particular, each potential investor may wish to consider, either on its own or with the help of its financial and other professional advisers, whether it:

(i) has sufficient knowledge and experience to make a meaningful evaluation of the Notes, the merits and risks of investing in the Notes and the information contained or incorporated by reference in this Base Prospectus or any applicable supplement;

(ii) has access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the Notes and the impact the Notes will have on its overall investment portfolio;

(iii) has sufficient financial resources and liquidity to bear all of the risks of an investment in the Notes, including Notes where the currency for principal or interest payments is different from the potential investor's currency;

(iv) understands thoroughly the terms of the Notes and is familiar with the behaviour of financial markets; and

(v) is able to evaluate possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks.

Legal investment considerations may restrict certain investments. The investment activities of certain investors are subject to investment laws and regulations, or review or regulation by certain authorities. Each potential investor should consult its legal advisers to determine whether and to what extent (1) Notes are legal investments for it, (2) Notes can be used as collateral for various types of borrowing and (3) other restrictions apply to its purchase or pledge of any Notes. Financial institutions should consult their legal advisers or the appropriate regulators to determine the appropriate treatment of Notes under any applicable risk-based capital or similar rules.

The Notes and the Guarantee (as defined under "*Terms and Conditions of the Notes*") have not been and will not be registered under the United States Securities Act of 1933, as amended (the **Securities Act**), and the Notes are subject to U.S. tax law requirements. Subject to certain exceptions, Notes may not be offered, sold or delivered within the United States or to, or for the account or benefit of, U.S. persons (see "*Subscription and Sale"*).

PRESENTATION OF INFORMATION

All references in this document to *U.S. dollars*, *U.S.$* and *$* refer to United States dollars. All references to *Sterling, GBP* and *£* refer to pounds sterling. All references to *RMB*, *CNY* or *Renminbi* refer to the currency of the PRC. All references to *CHF* refer to Swiss Francs. In addition, all references to *euro* and *€* refer to the currency introduced at the start of the third stage of European economic and monetary union pursuant to the Treaty on the Functioning of the European Union, as amended.

All references in this Base Prospectus to *PRC* are to the People's Republic of China, which for the purpose of this Base Prospectus shall exclude the Hong Kong Special Administrative Region of the People's Republic of China, the Macao Special Administrative Region of the People's Republic of China and Taiwan.

The language of this Base Prospectus is English. Certain legislative references and technical terms have been cited in their original language in order that the correct technical meaning may be ascribed to them under applicable law.

In this Base Prospectus, unless the contrary intention appears, a reference to a law or a provision of a law is a reference to that law or provision as extended, amended or re-enacted.

FORWARD-LOOKING STATEMENTS

This Base Prospectus, which includes the documents incorporated by reference, contains statements that are, or may be deemed to be, forward-looking statements with respect to the financial condition, results of operations, business, viability and future performance of CRH and certain of the plans and objectives of CRH. These forward-looking statements may generally, but not always, be identified by the use of words such as "will", "anticipates", "should", “could”, “would”, “targets”, “aims”, “may”, “continues”, "expects", "is expected to", "estimates", "believes", "intends" or similar expressions. These forward-looking statements include all matters that are not historical facts or matters of fact at the date of this Base Prospectus. By their nature, forward-looking statements involve risk and uncertainty because they relate to events and depend on circumstances that may or may not occur in the future and reflect CRH's current expectations and assumptions as to such future events and circumstances that may not prove accurate. Investors are cautioned not to place undue reliance on any forward-looking statements. A number of material factors could cause actual results and developments to differ materially from those expressed or implied by these forward-looking statements, including those discussed under the heading "*Risk Factors*" in this Base Prospectus.

Any forward-looking statements made by CRH or on its behalf speak only as of the date they are made. CRH expressly disclaims any obligation or undertaking to publicly update or revise these forward-looking statements other than as required by applicable law.

ALTERNATIVE PERFORMANCE MEASURES

Certain alternative performance measures (**APMs**) as described in the ESMA Guidelines on Alternative Performance Measures (the **ESMA Guidelines**) published on 5 October 2015 by the ESMA and which came into force on 3 July 2016 are included or referred to in this Base Prospectus. APMs are non-GAAP measures, but are derived from the financial statements prepared in accordance with U.S. GAAP (as defined herein). The Issuers and the Guarantor consider that these measures provide useful information to enhance the understanding of financial position and performance. The APMs should be viewed as complementary to, rather than a substitute for, the information presented in the financial statements incorporated by reference in this Base Prospectus. An explanation of each such APM’s components and calculation method can be found at pages 35 to 38 (incorporated by reference herein) of the CRH plc 2025 Annual Report on Form 10-K.

BENCHMARKS REGULATION

Amounts payable on Floating Rate Notes issued under the Programme may be calculated by reference to the Euro Interbank Offered Rate (**EURIBOR**), the Euro Short-Term Rate (**€STR**), the Secured Overnight Financing Rate (**SOFR**) or the Sterling Overnight Index Average (**SONIA**) as specified in the applicable Final Terms. As at the date of this Base Prospectus, European Money Markets Institute (as administrator of EURIBOR) is included in ESMA's register of administrators under Article 36 of Regulation (EU) No. 2016/1011 (as amended) (the **EU Benchmarks Regulation**). As far as the Issuers are aware, €STR, SONIA and SOFR do not fall within the scope of the EU Benchmarks Regulation by virtue of Article 2 of that regulation.

SECTION 309B NOTIFICATION

In connection with Section 309B of the Securities and Futures Act 2001 of Singapore (as amended or modified from time to time, the **SFA**) and the Securities and Futures (Capital Markets Products) Regulations 2018 of Singapore (the **CMP Regulations 2018**), the Issuers have, unless otherwise specified before an offer of Notes, determined the classification of all Notes issued or to be issued under the Programme as prescribed capital markets products (as defined in the CMP Regulations 2018) and Excluded Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).

STABILISATION

In connection with the issue of any Tranche of Notes, the Dealer or Dealers (if any) named as the Stabilisation Manager(s) (or persons acting on behalf of any Stabilisation Manager(s)) in the applicable Final Terms may over-allot Notes or effect transactions with a view to supporting the market price of the Notes at a level higher than that which might otherwise prevail. However, stabilisation may not necessarily occur. Any stabilisation action may begin on or after the date on which adequate public disclosure of the terms of the offer of the relevant Tranche of Notes is made and, if begun, may cease at any time, but it must end no later than the earlier of 30 days after the issue date of the relevant Tranche of Notes and 60 days after the date of the allotment of the relevant Tranche of Notes. Any stabilisation action or over-allotment must be conducted by the relevant Stabilisation Manager(s) (or person(s) acting on behalf of any Stabilisation Manager(s), in accordance with all applicable laws and rules.

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OVERVIEW OF THE PROGRAMME

The following overview does not purport to be complete and is taken from, and is qualified in its entirety by, the remainder of this Base Prospectus and, in relation to the terms and conditions of any particular Tranche of Notes, the applicable Final Terms. The relevant Issuer, the Guarantor and any relevant Dealer may agree that Notes shall be issued in a form other than that contemplated in the Terms and Conditions, in which event, in the case of listed Notes only and if appropriate, a supplemental Base Prospectus will be published.

This Overview constitutes a general description of the Programme for the purposes of Article 25(1) of Commission Delegated Regulation (EU) No 2019/980 (as amended) (the **Delegated Regulation**).

Words and expressions defined in "*Form of the Notes*" and "*Terms and Conditions of the Notes*" shall have the same meanings in this Overview.

Issuers:	CRH Finance DAC CRH Funding B.V. CRH SMW Finance DAC
Issuer Legal Entity Identifier (**LEI**):	CRH Finance DAC: 549300C4ROP5J6I59W35 CRH Funding B.V.: 549300XYDB6706OPOS81 CRH SMW Finance DAC: 54930044475SH442C864
Issuer website:	https://www.crh.com
Guarantor:	CRH plc
Guarantor LEI:	549300MIDJNNTH068E74
Description:	Euro Medium Term Note Programme
Arranger:	NatWest Markets Plc
Dealers:	Banco Santander, S.A. Bank of China (Europe) S.A. Bank of China Limited, London Branch Barclays Bank Ireland PLC Barclays Bank PLC BNP PARIBAS BofA Securities Europe SA Citigroup Global Markets Europe AG Citigroup Global Markets Limited Danske Bank A/S HSBC Continental Europe ING Bank N.V. J.P. Morgan SE J.P. Morgan Securities plc KBC Bank NV Mizuho Bank Europe N.V. Mizuho International plc NatWest Markets N.V. NatWest Markets Plc PNC Capital Markets LLC SMBC Bank International plc Société Générale Standard Chartered Bank TD Global Finance unlimited company The Toronto-Dominion Bank UBS AG London Branch UBS Europe SE UniCredit Bank GmbH Wells Fargo Securities Europe S.A. Wells Fargo Securities International Limited and any other Dealers appointed in accordance with the Programme Agreement.

Certain Restrictions:	Each issue of Notes denominated in a currency in respect of which particular laws, guidelines, regulations, restrictions or reporting requirements apply will only be issued in circumstances which comply with such laws, guidelines, regulations, restrictions or reporting requirements from time to time (see "*Subscription and Sale*") including the following restrictions applicable at the date of this Base Prospectus. **Notes having a maturity of less than one year** Notes having a maturity of less than one year will, if the proceeds of the issue are accepted in the UK by the relevant Issuer, constitute deposits for the purposes of the prohibition on accepting deposits contained in section 19 of the Financial Services and Markets Act 2000 (**FSMA**) unless they are issued to a limited class of professional investors and have a denomination of at least £100,000 or its equivalent, see *"Subscription and Sale".* Where CRH Finance DAC or CRH SMW Finance DAC wishes to issue Notes with a maturity of less than one year, it shall ensure that such Notes are issued in accordance with an exemption granted under section 8(2) of the Central Bank Act, 1971, as amended.
Trustee:	Deutsche Trustee Company Limited
Issuing and Principal Paying Agent for Notes other than Notes listed on the SIX Swiss Exchange:	Deutsche Bank AG, London Branch
Principal Swiss Paying Agent for Notes listed on the SIX Swiss Exchange:	UBS AG or as specified in the applicable Final Terms
Programme Size:	Up to €10,000,000,000 (or its equivalent in other currencies calculated as described in the Programme Agreement) outstanding at any time. The Issuers and the Guarantor may increase the amount of the Programme in accordance with the terms of the Programme Agreement.
Distribution:	Notes may be distributed by way of private or public placement and in each case on a syndicated or non-syndicated basis.
Currencies:	Subject to any applicable legal or regulatory restrictions, Notes may be denominated in euro, Sterling, U.S. dollars, Swiss Francs, Renminbi, yen, Canadian dollars and any other currency agreed between the relevant Issuer, the Guarantor and the relevant Dealer.
Maturities:	The Notes will have such maturities as may be agreed between the relevant Issuer, the Guarantor and the relevant Dealer, subject to such minimum or maximum maturities as may be allowed or required from time to time by the relevant central bank (or equivalent body) or any laws or regulations applicable to the relevant Issuer or the relevant Specified Currency.
Issue Price:	Notes may be issued on a fully-paid basis and at an issue price which is at par or at a discount to, or premium over, par.
Form of Notes:	The Notes will be issued in bearer form as described in "*Form of the Notes*". The Swiss Notes will be issued in the form of a permanent global note as further described in "*Form of the Notes – Swiss Notes*".

Fixed Rate Notes:	Fixed interest will be payable on such date or dates as may be agreed between the relevant Issuer and the relevant Dealer and on redemption and will be calculated on the basis of such Day Count Fraction as may be agreed between the relevant Issuer and the relevant Dealer.
Floating Rate Notes:	Floating Rate Notes will bear interest at a rate determined on the basis of the reference rate set out in the applicable Final Terms. The margin (if any) relating to such floating rate will be agreed between the relevant Issuer and the relevant Dealer for each Series of Floating Rate Notes. Floating Rate Notes may also have a maximum interest rate, a minimum interest rate or both. Interest on Floating Rate Notes in respect of each Interest Period, as agreed prior to issue by the relevant Issuer and the relevant Dealer, will be payable on such Interest Payment Dates, and will be calculated on the basis of such Day Count Fraction, as may be agreed between the relevant Issuer and the relevant Dealer.
Benchmark discontinuation:	In the case of Floating Rate Notes, on the occurrence of a Benchmark Event, the relevant Issuer may (subject to certain conditions and following consultation with an Independent Adviser) determine a Successor Rate, failing which an Alternative Rate and, in either case, the applicable Adjustment Spread, and any Benchmark Amendments in accordance with Condition 4.2(h).
Zero Coupon Notes:	Zero Coupon Notes will be offered and sold at a discount to their nominal amount and will not bear interest.
Redemption:	The applicable Final Terms will indicate either that the relevant Notes cannot be redeemed prior to their stated maturity (other than for taxation reasons or following an Event of Default) or that such Notes will be redeemable at the option of the relevant Issuer and/or the Noteholders upon giving notice to the Noteholders or the relevant Issuer, as the case may be, on a date or dates specified prior to such stated maturity and at a price or prices and on such other terms as may be agreed between the relevant Issuer and the relevant Dealer. Notes having a maturity of less than one year are subject to restrictions on their denomination and distribution, see *"Certain Restrictions - Notes having a maturity of less than one year"* above.
Denomination of Notes:	The Notes will be issued in such denominations as may be agreed between the relevant Issuer, the Guarantor and the relevant Dealer save that the minimum denomination of each Note will be such amount as may be allowed or required from time to time by the relevant central bank (or equivalent body) or any laws or regulations applicable to the relevant Specified Currency, see *"Certain Restrictions - Notes having a maturity of less than one year*" above, and save that, in the case of any Notes which are to be admitted to trading on a regulated market within the EEA or offered to the public in any member state of the EEA in circumstances which require the publication of a prospectus under the Prospectus Regulation, the minimum denomination of each Note will be €100,000 (or, if the Notes are denominated in a currency other than euro, the equivalent amount in such currency). For Notes issued by CRH Funding B.V., the minimum denomination will be €100,000 (or, if the Notes are denominated in

	a currency other than euro, the equivalent amount in such currency). For Swiss Notes to be admitted to trading and listed on the SIX Swiss Exchange, the Specified Denomination will be CHF 5,000 (or higher) and multiples thereof.
Taxation:	All payments in respect of the Notes by or on behalf of the relevant Issuer or the Guarantor will be made without withholding or deduction for or on account of any taxes imposed by any Tax Jurisdiction unless required by law. In the event that any such withholding or deduction is made, the relevant Issuer or, as the case may be, the Guarantor will, save in certain limited circumstances provided in Condition 7, be required to pay additional amounts to cover the amounts so deducted.
Negative Pledge:	The terms of the Notes will contain a negative pledge provision as further described in Condition 3.
Cross-Default:	The terms of the Notes will contain a cross-default provision as further described in Condition 9.
Status of the Notes:	The Notes will constitute direct, unconditional, unsubordinated and (subject to the provisions of Condition 3) unsecured obligations of the relevant Issuer and will rank *pari passu* among themselves and (save for certain obligations required to be preferred by law) equally with all other unsecured obligations (other than subordinated obligations, if any) of the relevant Issuer, from time to time outstanding.
Guarantee:	The Notes will be unconditionally and irrevocably guaranteed by the Guarantor. The obligations of the Guarantor under its guarantee will be direct, unconditional, unsubordinated and (subject to the provisions of Condition 3) unsecured obligations of the Guarantor and (save for certain obligations required to be preferred by law) will rank equally with all other unsecured obligations (other than subordinated obligations, if any) of the Guarantor from time to time outstanding.
Rating:	The Programme has been rated BBB+ by S&P, Baa1 by Moody's and BBB+ by Fitch. Series of Notes issued under the Programme may be rated or unrated. Where a Series of Notes is rated, such rating will be disclosed in the applicable Final Terms and will not necessarily be the same as the rating assigned to the Programme. A security rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency.
Listing and admission to trading:	This Base Prospectus has been approved by the Central Bank as competent authority under the Prospectus Regulation. Application has been made to Euronext Dublin for the Notes issued under the Programme within 12 months of this Base Prospectus to be admitted to the Official List and trading on the Market. In addition, application may be made to list Swiss Notes issued under the Programme in accordance with the Standard for Bonds on the SIX Swiss Exchange. Notes may be listed or admitted to trading, as the case may be, on other or further stock exchanges or markets agreed between the relevant Issuer, the Guarantor and the relevant Dealer in relation to the Series. Notes which are neither listed nor admitted to trading on any market may also be issued, if so specified in the applicable Final Terms.

	The applicable Final Terms will state whether or not the relevant Notes are to be listed and/or admitted to trading and, if so, on which stock exchanges and/or markets.
Governing Law:	The Notes and any non-contractual obligations arising out of or in connection with the Notes will be governed by, and shall be construed in accordance with, English law.
Selling Restrictions:	There are restrictions on the offer, sale and transfer of the Notes in the United States, the EEA (including Ireland, The Netherlands and Belgium), the UK, Japan, Hong Kong, the PRC, Singapore and Switzerland and such other restrictions as may be required in connection with the offering and sale of a particular Tranche of Notes, see *"Subscription and Sale".*

RISK FACTORS

The Issuers and the Guarantor believe that the following factors may affect their ability to fulfil their obligations under the Notes. All of these factors are contingencies which may or may not occur. If any of the factors described below were to occur, the business, financial condition and results of operations of the Issuers, the Guarantor and/or the Group could be materially and adversely affected. The Issuers and the Guarantor believe that the factors described below represent the principal risks inherent in investing in the Notes, but the relevant Issuer and/or the Guarantor (as applicable) may be unable to pay interest, principal or other amounts on or in connection with any Notes for other reasons and the Issuers and the Guarantor do not represent that the statements below regarding the risks of holding any Notes are exhaustive.

In addition, factors which are material for the purpose of assessing the market risks associated with Notes issued under the Programme are also described below.

In each sub-section below, the Issuers and the Guarantor have arranged the risks with the most material risk in each such sub-section first, in their assessment, considering the expected magnitude of their negative impact and the possibility of their occurrence.

Prospective investors should also read the detailed information set out elsewhere in this Base Prospectus (including any documents deemed to be incorporated by reference herein) and reach their own views prior to making any investment decision.

FACTORS THAT MAY AFFECT THE ISSUERS' AND THE GUARANTOR'S ABILITY TO FULFIL THEIR OBLIGATIONS UNDER NOTES ISSUED UNDER THE PROGRAMME

Finance vehicle repayment risks

Each of CRH Finance, CRH Funding B.V. and CRH SMW are finance entities whose only business is to act as a finance subsidiary of CRH which may include lending the proceeds of any funding undertaken by it to CRH and/or to other members of the Group (as defined in the Terms and Conditions of the Notes) and equity contributions to other members of the Group. Therefore, each of CRH Finance, CRH Funding B.V. and CRH SMW has limited assets and limited ability to generate revenues and is subject to all risks to which CRH or other members of the Group to whom these loans and equity contributions are made are subject, to the extent that such risks could limit CRH's or such other member of the Group's ability to satisfy in full and on a timely basis its obligations under such loans and equity contributions.

FACTORS THAT MAY AFFECT THE GUARANTOR'S ABILITY TO FULFIL ITS OBLIGATIONS UNDER THE GUARANTEE AND, GIVEN EACH ISSUER'S DEPENDENCE ON THE GUARANTOR, SUCH ISSUER'S ABILITY TO MEET ITS OBLIGATIONS UNDER THE NOTES ISSUED BY IT.

Strategic and operational risks

Industry Cyclicality and Economic Conditions

The Group's business depends on construction demand, and construction activity is inherently cyclical and influenced by multiple factors, including global and national economic circumstances (particularly those affecting the infrastructure and construction markets), monetary policy, consumer sentiment, swings in fuel and other input costs, and weather conditions that may, individually or collectively, disrupt outdoor construction activity.

Given the nature of the Group's core products, many of which cannot be transported on a cost-effective basis over long distances, the Group's operations are particularly sensitive to the economic conditions in the local markets in which it operates. In general, economic uncertainty and rising interest rates can exacerbate negative trends in construction activity, including when current and/or prospective customers

are unable to obtain credit or issue bonds, which can lead to the postponement, delay and/or cancellation of projects, and an associated negative impact on demand for building materials and related services. With a significant proportion of construction activity undertaken outside (e.g. highway construction), demand for, and the utilisation of, the Group's products and services, such as cementitious materials, aggregates, asphalt, concrete and concrete products, can be highly seasonal in line with customer demand, and may additionally be impacted by acute and/or chronic changes in global and/or localised weather events/conditions.

In addition, the Group may also be negatively impacted by fluctuations in the price of fuel and principal energy-related raw materials, which accounted for approximately 10 per cent. of total revenues in 2025, consistent with 10 per cent. in 2024, with no guarantee that the Group will continue to be able to absorb these inflationary pressures.

Government Infrastructure Spending

The Group's financial performance may be adversely impacted by reductions or delays in government infrastructure spending.

A significant percentage of the Group's products and/or services is consumed by public infrastructure projects, including the construction of highways and bridges. Accordingly, demand for the Group's products may be impacted by adverse changes in public policy, as well as the financial resources and investment strategy of government bodies in the Group's markets. The allocation of government funding for public infrastructure programmes is a key driver for the Group's markets, such as the infrastructure elements of the Infrastructure Investment and Jobs Act in the United States and large European infrastructure initiatives.

However, government budget deficits might reduce government infrastructure investment and reduce demand for the Group's products. Similarly, any significant delay and/or adverse change in investment strategy by policy makers in any of the Group's key markets could reduce market demand, adversely impacting financial performance.

Adverse Geopolitical Change / Environment

Adverse public policy, economic, social, and political situations in any country in which the Group operates could lead to a number of risks including health and safety risks for the Group's people, a fall in demand for the Group's products, business interruption, restrictions on repatriation of earnings and/or a loss of plant access.

The Group primarily operates across North America, Europe, and Australia. The economies of these countries in which the Group operates are broadly stable. However, they are at varying stages of development, which presents multiple risks and uncertainties that could adversely affect the Group's operations and financial results. These risks and uncertainties include:

- Changes in political, social or economic conditions;
- New or strengthened trade protection measures, currency controls or import or export licensing requirements;
- Political unrest and currency shocks;
- Social activism and civil disturbance, terrorist events or outbreak of armed conflict, among other potential causes;
- Labour and procurement practices which contravene ethical considerations and regulatory requirements;

- Unexpected changes in regulatory and tax requirements; and
- Lockdowns or other restrictions due to public health emergencies, such as pandemics.

In addition, the Group has people, assets, and operations in Ukraine and neighbouring countries which face physical risk due to the ongoing conflict. The CRH Board of Directors and management are actively monitoring the situation in Ukraine, as uncertainty continues to exist due to the ongoing conflict in the region.

Health and Safety Performance

The Group's businesses operate in an industry with inherent health and safety risks, including the operation of heavy vehicles, working at height, use of mechanised processes, and handling of substances and materials potentially hazardous to people, animal life and/or the environment. Any failure to ensure safe workplaces could result in a deterioration in the Group's safety performance and related adverse regulatory action or legal liability. Health and safety incidents could significantly impact the Group's operational and financial performance, as well as the Group's reputation.

The Group's safety risks extend to sites not wholly within its control, including outdoor paving and construction sites. This environment presents a complex challenge which requires safe behaviours and engagement from employees as well as robust Group policies and procedures. A high number of accidents may pose additional challenges in recruiting new employees, ensuring operational continuity and maintaining licences and permits.

The Group is subject to a broad and stringent range of existing and evolving laws, regulations, standards, and best practices with respect to health and safety in each of the jurisdictions in which it operates. Should the Group's health and safety frameworks, processes, and controls fail to comply with such regulations, the Group could be exposed to significant potential legal liabilities and penalties. Any failure resulting in the discharge or release of hazardous substances to the environment (e.g. storage tank leaks or explosions) could in addition expose the Group to significant liability remediation costs and/or penalties that impact the Group's financial position.

In addition, potential issues with products could lead to health, safety and other issues for the Group's broad range of stakeholders including employees, contractors, customers, and communities.

The occurrence or recurrence of disruptive/dangerous pandemics could materially endanger the Group's workers and/or contractors.

People Management

The Group may not achieve its strategic objectives if it is not successful in attracting, engaging, retaining and developing employees with the required skill sets, planning for leadership succession, developing an engaged and inclusive workforce, and building constructive relationships with collective representation groups.

The identification and subsequent assessment, management, development, and deployment of talented individuals is of major importance in continuing to deliver on the Group's strategy and in ensuring that succession planning objectives for key executive roles throughout its international operations are satisfied. As well as ensuring the Group identifies, hires, integrates, engages, develops, and promotes talent, the Group must attract and retain a broad workforce representing diversity of thought and perspective and maintain an inclusive working environment. The Group's ability to achieve these objectives depends on the availability of a pool of workers with the required training and skills, and the attractiveness of the Group's employer value proposition compared with competing employers.

The Group operates in a labour-intensive industry and can face frontline labour shortages that impact the Group's ability to produce goods, operate facilities and install products. Additionally, any significant loss of employee resources for a sustained period of time (e.g. due to sickness or a public health emergency) could impact the Group's ability to maintain operations.

The Group must also maintain constructive relationships with the trade/labour unions that represent certain employees under collective agreements. Failure to do so could mean that the Group cannot renegotiate on appropriate terms the relevant collective agreements upon expiration and may face strikes or work stoppages as a consequence. Poor labour relations could create reputational risk for the Group and/or disrupt the Group's businesses, raise costs and reduce revenues and earnings from the affected locations, with potential adverse effects on the results of operations and financial condition of the Group.

Strategic Mineral Reserves and Permitting

Failure of the Group to maintain access to mineral resources and reserves, plan for reserve depletion and secure or maintain permits for its mining operations may result in operation stoppages, adversely impacting financial performance.

Continuity of the cash flows derived from the production and sale of certain building materials depends on satisfactory reserves planning, including appropriate long-term arrangements for their replacement. The high weight-to-price ratio of the aggregates which the Group consumes generally makes it uneconomical to transport them over long distances, and accordingly it is important to secure high quality mineral resources local to the Group's markets or adjacent to appropriate logistical hubs (e.g. rail infrastructure). Any failure to adequately plan for reserve depletion, or accurately forecast future growth markets, could lead to a failure to maintain, and/or acquire and develop required sites, especially given long development lead times, and associated operational stoppages that adversely impact financial performance and cash flows.

Appropriate reserves are increasingly scarce, and licences and permits required for operations are also becoming harder to secure (e.g. due to increasing resistance from communities that have expanded around potential attractive reserves). In addition, the Group cannot guarantee that it will continue to satisfy the many terms and conditions under which such licences and permits are granted and/or renewed.

Reserve estimates and projections of production rates of the minerals used in the Group's products inherently contain numerous assumptions and uncertainties, that, for example, may depend upon geological interpretation, and statistical inferences or assumptions drawn from drilling and sampling analysis. If such interpretations, inferences or assumptions are subsequently proven incorrect and differ materially from actual geological conditions and/or production rates, the Group may exhaust reserves more quickly than anticipated over the long-term.

The failure to plan adequately for current and future extraction and utilisation or to ensure ongoing compliance with requirements of issuing authorities could lead to operational disruptions and negatively affect the Group's long-term financial results.

Climate Change and Policy

The impact of climate change may adversely affect the Group's operations and cost base and the stability of markets in which the Group operates. Risks related to climate change that could affect the Group's operations and financial performance include both physical risks (such as acute and chronic changes in weather) and transitional risks (such as technological development, policy and regulation change and market and economic responses).

Risks related to climate change that could affect the Group's operations and/or financial performance are discussed as follows:

Physical:

Acute weather events such as hurricanes or flooding, and chronic events such as increased precipitation, rising sea levels and/or temperatures may have an adverse effect on the Group's business and operations. Operational productivity and demand for the Group's products may be reduced during these weather events leading to reduced financial performance. Changing population demographics and other macro events arising from climate change may also impact demand for the Group's products in significantly affected areas.

Transition:

- Legal and Regulatory: As stakeholder expectations with regard to climate change continue to evolve, and various governmental bodies in the Group's markets propose changes to laws and regulations covering emissions, carbon allowances and taxation, the Group may be exposed to increased operational, compliance and litigation related risks and costs. Efforts to address climate change through laws and regulations, for example by requiring reductions in emissions of greenhouse gases (**GHG**) such as CO2 can create economic risks and uncertainties for the Group's businesses. Such risks could include the introduction of more extensive carbon emissions caps and associated carbon costs, additional costs of installing equipment to reduce emissions to comply with GHG limits, and higher costs from the imposition of legislative and/or regulatory controls. There is a risk of reduced competitiveness due to any failure of equalisation measures to level costs between domestic producers and importers from countries with lower enforced environmental regulations/GHG constraints.

- Technology: The Group has publicly set itself carbon emission reduction goals and ambitions, the delivery of which may depend on the rapid advancement of technologies, such as Carbon Capture, Usage and Storage, that are still in early prototype or development phases. If the Group's assumptions as to technology development timelines and/or the Group's ability to economically access them prove inaccurate, the Group may be unable to deliver its emissions targets.

- Reputational: Any failure to reduce emissions arising from the Group's operations, or to meet investor and other stakeholder groups' expectations with regard to emissions reductions, may adversely impact the Group's reputation and/or increase the likelihood of associated stakeholder litigation. In addition, the Group may incur materially increased costs related to increases in the cost of carbon, requirements to make further capital investments, reduced access to capital, challenges in retaining and/or attracting talent, local community opposition to operating facilities, and any inability to secure licensing permits.

Portfolio Management

The Group engages in acquisition and divestiture activity as part of active portfolio management, and this portfolio management activity presents risks around due diligence, execution and integration of assets. Additionally, the Group may be liable for liabilities of companies it has acquired or divested. Failure to efficiently identify and execute deals may limit the Group's growth potential and impact financial performance.

The Group's acquisition strategy depends on successfully identifying and acquiring suitable assets at prices that satisfy its stringent cash flow and return on investment criteria. The Group may not be able to identify such companies and, even if identified, may not be able to acquire them because of a variety of factors, including the outcome of due diligence processes, the ability to raise required funds on acceptable terms, regulatory approvals (including in certain instances from competition authorities) and competition for transactions from peers and other entities acquiring companies in the building materials sector. In addition, situations may arise where the Group may be liable for the past acts, omissions or liabilities of

acquired companies, or may remain liable in cases of divestiture (including for potential environmental liabilities or potential ongoing information technology (**IT**) support).

In addition, the Group's ability to realise the expected benefits from acquisitions depends in part on its ability to integrate newly-acquired businesses. If the Group fails to integrate acquisitions, it may not achieve expected growth synergies or financial, operating or other benefits, and it may incur write-downs, impairment charges or unforeseen liabilities that could negatively affect its operating results or financial position or could otherwise harm its business. Further, integrating an acquired business, products, or technology, or remediating post-acquisition underperformance and associated operational challenges, could divert management time and resources from other matters.

The Group may also, from time to time, enter into larger-scale transactions. For example, on 22 June 2026, the Group announced entry into a definitive agreement to acquire Arcosa, Inc. (**Arcosa**), which is subject to the approval of Arcosa's stockholders, regulatory approvals and other customary closing conditions (the **Arcosa Acquisition**). Transactions such as the Arcosa Acquisition are subject to additional risks and uncertainties and may be subject to increased legal and regulatory scrutiny, including under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended. These larger-scale transactions may also involve increased transaction costs and indebtedness, structural or behavioural remedies that may be imposed as a condition to obtaining antitrust or other regulatory approvals and certain termination fees, including, in the case of the Arcosa Acquisition, a termination fee equal to 5 per cent. of the aggregate merger consideration payable to Arcosa if the Group fails to obtain antitrust or other required regulatory clearances. The completion of these transactions (including the Arcosa Acquisition) is not assured, and the Group may experience negative reactions, including negative impacts on the market price of ordinary shares of the Guarantor, if the transactions are not completed.

Separately, the Guarantor may decide to use its ordinary shares to complete an acquisition and/or make strategic investments in other companies, which may dilute the ownership interests of existing shareholders and adversely impact the price of its shares.

Early-Stage Business / Technology Investment

The Group's venture capital unit may fail to achieve expected commercial success and financial returns, and the Group may lose all or part of its investments in early-stage companies.

The Group, through its U.S.$250 million Venturing and Innovation Fund, makes investments in early stage ventures, focused on construction, sustainability and digitalisation technology, whose products and services may offer the Group future competitive advantage.

Investing in early-stage businesses and/or technologies presents inherent risks, with the potential that the Group may lose all or part of its investment if they fail to achieve anticipated strategic, technological and financial returns. If the Group realises losses on its venture investments, its results of operations and financial condition may be adversely impacted.

Sustainable Products and Innovation

If the Group fails to develop new sustainable products that meet customer needs, it may fall behind its competitors and its financial performance may be adversely impacted.

The Group operates in competitive markets with customers continuously pushing suppliers to deliver new, innovative products and solutions that enable them to work more efficiently, reduce their environmental footprint and realise greater cost savings. This is especially so in relation to changing customer preferences and demands for high-performance sustainability solutions with enhanced emissions and/or

circularity profiles, including those with greater recycled content and/or innovations to existing products, that help them to deliver on their own climate and/or emissions-related commitments.

The failure to keep up with the pace of technological change may lead to increased operational costs and financial loss for the Group through the inability to supply products to customers who require innovative and low-carbon sustainable solutions. Failure to leverage innovation and other sustainability initiatives, for example transitioning to innovative lower-carbon products such as reclaimed asphalt pavement, permeable paving solutions, lower-carbon cements and other high-performance sustainability solutions, may shorten product life cycles or give rise to early product obsolescence thus impairing the Group's financial performance and/or future value creation.

Commodity Products and Substitution

The Group manufactures and supplies a large number of commodity products into highly competitive markets. Failure by the Group to maintain pricing in an inflationary environment and to differentiate its products from its competitors could adversely impact its financial performance.

Many of the Group's products are commodities that face strong volume and price competition, with pricing impacted by macroeconomic conditions, the competitive environment, the degree of utilisation of production capacity and the specifics of product demand, among other factors. In addition, the Group's local competitors are increasingly innovative and cost competitive, and the Group's products may also face competition from substitute products, including new products, that the Group does not produce. Any significant shift in demand preference to these alternate products could adversely impact market share and results of operations.

The Group may experience downward pricing pressure from time to time across its different markets and may not always be able to raise prices to offset increased operating expenses and inflationary pressures. The Group's profits are particularly sensitive to changes in volume, as the cement business is capital-intensive and thus has significant fixed and semi-fixed costs.

Any failure to maintain strong customer relationships could result in an inability to respond to changing consumer preferences and approaches to construction. Failure to differentiate and innovate could lead to adverse impacts on financial performance.

Enabling Business Technology

The Group depends on multiple types of information and operational technologies, and failure to properly manage and maintain such technologies could adversely impact the Group's ability to operate.

The Group makes significant capital investments in information and operational technology, and systems to promote operational efficiency and maintain competitive advantage. Some of these investments relate to complex, multi-year technology deployments that require specialist customisation and project management to deliver expected value (including the Group's Enterprise Reporting Programme and industrial control systems deployments and upgrades). The Group maintains a complex operating environment in relation to both information and operating technology that includes on-premises, hybrid and cloud technologies supported by a mixture of third-party outsourced service providers and internal resources. Any failure to properly manage the customisation and/or deployment of these systems or this complex operating environment may result in additional costs being incurred and/or delayed or eroded benefit realisation. If the Group fails to make the required technological investments at the right time, or

fails to appropriately leverage emerging technologies, it may lose competitive advantage and/or inhibit its ability to comply with evolving laws and/or regulations.

Given the specific nature of the technology that the Group implements, it often relies on the support of specialist third parties; any failure to secure appropriately skilled and experienced third parties may result in an increased risk of unsuccessful implementations, time delays and/or increased costs.

Major Business Interruption

The Group depends on the continued availability of people, production equipment, processes and systems, and the Group's production could be materially disrupted by operational failures, which would have a negative impact on the Group's profitability.

Given the capital intensive nature of some of the Group's product lines, with significant fixed and semi-fixed costs, the Group's profits are particularly sensitive to changes in volume, creating an exposure to any natural and/or human events that could disrupt production.

The ongoing, efficient operation of the Group's facilities is often dependent on important pieces of equipment and IT networks/infrastructure. These can present single points of failure and can be difficult to quickly and/or easily replace due to long supply chain lead times and high associated capital costs. It is possible the Group could experience periodic disruption to equipment availability for a variety of reasons, including accidents, mechanical failures, fires/explosions and extreme weather conditions.

In addition to damaging equipment, extreme weather events could also disrupt operations by delaying project start dates, extending product curing times, and/or disrupting infrastructure on which the Group depends including power and water networks. In addition, the manual nature of some of the Group's manufacturing processes and infrastructure projects, including highway construction and maintenance, creates a high level of dependency on the Group's highly skilled workforce. Any event that materially inhibits the Group's people from being able to work, including an inability to get to the Group's facilities and/or customer sites or widespread sickness/pandemic, could materially disrupt operations, with adverse impacts on the Group's financial performance.

Cybersecurity

The Group depends on multiple information and operational technology systems, including certain systems for which third-parties are in whole or in part responsible. The Group may be unable to protect its assets and data against increasingly sophisticated cybersecurity attacks. Security breaches, IT interruptions or data loss could result in significant business disruption, loss of production, reputational damage and/or regulatory penalties.

The Group has not been subject to a cyber-attack that has had a material impact on its operations or financial results. However, the Group has faced attempted cyber-attacks and is likely to face future cyber-attacks, including malware or ransomware attacks, or suffer other human or technological errors that have a material impact. Breaches, significant IT interruptions or errors could disrupt production software, permit manipulation of financial data, and could lead to corruption or theft of sensitive data that the Group collects and retains about its customers, suppliers, employees and business performance. Following a material cybersecurity incident, the Group may incur significant remediation costs, may face regulatory proceedings and/or private litigation, and may suffer damage to its reputation and customer confidence in its operations.

The Group's businesses rely on information and operational technologies to support critical business processes and activities, and failures or breaches of such technologies could lead to production curtailment and/or other operational disruptions. The Group relies on specialist third parties to provide many of its information and operational technology systems, and vulnerabilities within such third-party systems could have a material negative effect on the Group. The third parties on whom the Group relies

may themselves be affected by cybersecurity breaches or failures, which could lead to operational disruption or other negative consequences that could adversely impact the Group's business and financial condition.

In addition, the Group regularly engages in acquisition activity as part of its active portfolio management. Many newly-acquired companies rely on different information and operational technology systems to the rest of the Group and may not have cybersecurity protections comparable to those implemented throughout the existing Group. Integrating newly-acquired companies and assets and implementing appropriate cybersecurity controls may be more resource intensive and time consuming than anticipated. Failure to appropriately integrate new acquisitions into the Group's cybersecurity and IT systems can lead to vulnerabilities and make the Group's systems more complex to secure. Further, the global nature of the Group's operations and diverse information and operational technologies used across the Group may result in potential delays in the detection and reporting of cyber incidents. In addition, as cybersecurity threats evolve, including from emerging technologies, such as advanced forms of artificial intelligence (**AI**) and quantum computing, the Group is increasingly required to expend additional resources to enhance its cybersecurity protection measures and may be required to expend additional resources to investigate and remediate identified vulnerabilities.

Supply Chain Failure

The Group's ability to maintain production capacity and/or quality depends on the reliable and economic sourcing of various input materials, and failure to manage any material disruption in the Group's supply chains could adversely impact its ability to service its customers and result in a deterioration in operational and/or financial performance.

The Group must reliably and economically source various raw materials, equipment and other inputs from many third-party suppliers and then transport finished products to satisfy customer demands and meet contractual requirements. The Group's ability to balance maintaining resilient supply chains with optimising its working capital and inventory levels is critical to the continuity and strong financial returns of its operations. Any failure to manage any material disruption in the Group's supply chains, including where the Group does not hold adequate buffer stocks and/or is unable to source adequate alternatives within acceptable timelines and at reasonable cost, could adversely impact the Group's ability to service its customers and result in a deterioration in operational and/or financial performance, and reputational damage.

Some of the raw materials, equipment, transport and other inputs that the Group requires are limited to a small number of suppliers from which the Group can economically and/or practically source, which often have long lead times. Any of the Group's suppliers may experience temporary, prolonged or even permanent operational disruption (e.g. significant system outages), and/or capacity in the market may fall below required levels (e.g. for haulage capacity), which could have an adverse impact on the Group's operations, financial performance and reputation. In addition, in certain markets in which the Group operates, including markets for steel, cement, bitumen and supplementary cementitious materials, contracted market demand can far outstrip supply, which may restrict the Group's ability to obtain alternative suppliers or additional volumes where necessary. The Group's focus on responsible sourcing practices and other environmental and social governance considerations may also limit the pool of acceptable suppliers from which the Group may choose to source.

Construction Contracts

A number of the Group's projects/contracts are complex, spanning multiple parties, years and/or products, and the Group's future financial results may be adversely affected if it incorrectly

forecasts project budgets, delivers projects that do not meet contracted standards, or fails to deliver on time.

Across the Group's business lines, the Group enters into contracts for complex, multi-year projects that comprise multiple product lines and as such are exposed to inherent risks related to forecasting and budgeting, project management and delivery and quality control.

Any failure to manage these risks may reduce the Group's profitability and/or damage its reputation, with associated impacts on the Group's ability to bid for and/or win future contracts.

Compliance risks

Laws, Regulations and Business Conduct

The Group is subject to a wide variety of local and international laws and regulations. The Group may face adverse operational and financial effects and reputational damage, including significant fines, debarment or other sanctions, due to litigation or investigations in connection with breaches or perceived breaches of such laws and regulations or otherwise. In addition, CRH is governed by the Irish Companies Act, which differs from laws generally applicable to U.S. companies.

As an Irish incorporated company, with a listing on the New York Stock Exchange (**NYSE**), CRH must comply with a wide variety of local and international laws and regulations, including the Irish Companies Act, U.S. securities laws and regulations, NYSE listing requirements, and other relevant legislation and regulation. The Group is also subject to various statutes, regulations and laws affecting land usage, zoning, labour and employment practices, competition/anti-trust, financial reporting, taxation, anti-fraud and theft, anti-bribery, anti-corruption, governance, data protection and data privacy and security, environmental, health and safety, and international trade and sanctions laws, among other matters.

There can be no assurance that the Group's policies and procedures will afford adequate protection against compliance failures or other fraudulent and/or corrupt activities. Any failure to comply with the requirements of any of these laws and/or regulations could have a material adverse effect on the Group's business, results of operations, financial condition, prospects and/or reputation, with resultant litigation or investigations, the imposition of significant fines, sanctions, debarment from operating in key markets, and/or reputational damage. Where subject to litigation, the Group establishes reserves in line with the requirements of the relevant accounting standards, where there is a clearly defined past event, when the loss is assessed as probable and the Group can reasonably estimate the amount. These estimated reserves are based on the facts and circumstances known to the Group at the time of estimation and subsequent reporting and subsequent developments related to these matters may affect the Group's assessment and estimates.

In addition, CRH is incorporated under Irish law, which treats interested director and officer transactions and shareholder lawsuits differently than the laws generally applicable to U.S.-incorporated corporations and CRH's shareholders may thus have more difficulty protecting their interests than would shareholders of a corporation incorporated in a jurisdiction of the United States. As CRH is an Irish company, the duties of its directors and officers are generally owed to CRH. CRH shareholders will generally not have a personal right of action against CRH's directors or officers and in limited circumstances only may exercise rights of action on behalf of CRH.

Financial and reporting risks

Financial Instruments

The Group uses financial instruments throughout its businesses giving rise to interest rate and leverage, foreign currency, counterparty, credit rating and liquidity risks. A downgrade of the Group's credit ratings may give rise to increases in future funding costs and may impair the

Group's ability to raise funds on acceptable terms. In addition, insolvency of the financial institutions with which the Group conducts business may adversely impact the Group's financial position.

Risks related to the Group's financing that could affect its operations and/or financial performance are discussed as follows:

- *Interest rate and leverage risks*: As of 30 June 2026, the Group had outstanding gross indebtedness, including overdrafts, finance lease liabilities and the impact of derivatives, of approximately U.S.$18.4 billion, compared to U.S.$16.3 billion as of 30 June 2025, and cash and cash equivalents and restricted cash of approximately U.S.$3.1 billion, compared to U.S.$2.9 billion as of 30 June 2025. The Group expects to increase indebtedness by approximately U.S.$8.75 billion in connection with the Arcosa Acquisition, which will increase the Group's overall leverage profile. Significant additional acquisition activity, including the Arcosa Acquisition, could adversely affect the Group's leverage profile and, in turn, its financial position which may impact its operating and financial flexibility including the timing and scale of investments, strategic acquisitions and capital expenditures. There can be no assurance that the Group will not be adversely impacted by increases in borrowing costs in the future. The Group uses interest rate swaps to manage its interest rate profile.

- *Foreign currency risks:* If the Group's reporting currency weakens relative to the basket of foreign currencies in which Net Debt (as defined in the section entitled "*Non-GAAP Reconciliation and Supplementary Information*" on pages 35 to 38 of the CRH plc 2025 Annual Report on Form 10-K incorporated by reference in this Base Prospectus) is denominated (including the euro, Pound Sterling, Canadian Dollar, Australian Dollar, Philippine Peso, Polish Zloty, and Swiss Franc), the Net Debt balance would increase; the converse would apply if the Group's reporting currency was to strengthen. Where economically feasible, Net Debt is maintained in the same relative ratio as capital employed to act as an economic hedge of the underlying currency assets.

- *Counterparty risks*: Insolvency of the financial institutions with which the Group conducts business or a downgrade in their credit ratings may lead to losses in the cash balances that the Group holds with such financial institutions or losses in derivative transactions that the Group has entered into with these parties and may render it more difficult for the Group to utilise existing debt capacity or otherwise obtain financing for operations. The Group holds significant cash and cash equivalents and restricted cash on deposit and derivative transactions with a variety of highly rated financial institutions which, as of 31 December 2025, totalled U.S.$4.1 billion and U.S.$60 million, compared to U.S.$3.8 billion and U.S.$27 million, respectively, in 2024. In addition, certain of the Group's activities give rise to significant amounts receivable from counterparties at the balance sheet date; as of 31 December 2025, this balance was U.S.$4.7 billion and in 2024 this balance was U.S.$4.4 billion.

- *Credit rating risks*: A downgrade of the Group's credit ratings may give rise to increases in funding costs in respect of future debt and may, among other matters, impair its ability to access debt markets or otherwise raise funds or enter into lines of credit, for example, on acceptable terms. Such a downgrade may result from factors specific to the Group, including increased indebtedness stemming from acquisition activity, or from other factors such as general economic or sector specific weakness, central bank monetary policy, governmental fiscal policy or sovereign credit rating ceilings. In addition, any downgrade, suspension or withdrawal of one or more of the Group's ratings could result in the market price, yield or marketability of the Group's securities being adversely affected.

- *Liquidity risks*: The principal liquidity risks stem from the maturation of debt obligations and derivative transactions. The Group aims to achieve flexibility in funding sources through a variety of means including: (i) maintaining cash and cash equivalents with a number of highly rated counterparties; (ii) meeting the bulk of debt requirements through debt capital markets or other term financing; (iii) limiting the annual maturity of such balances; and (iv) having surplus committed bank lines of credit. However, market or economic conditions may make it difficult at times to realise this objective. In addition, continued focus on climate change by investors and lenders may affect their preferences and

sentiments, potentially impacting the Group's access to, and cost of, capital, and investment attractiveness.

Taxation Charge and Balance Sheet Provisioning

The Group is exposed to uncertainties stemming from governmental actions in respect of taxes paid or payable in the future in all jurisdictions of operation. In addition, various assumptions are made in the computation of the overall tax charge and in balance sheet provisions which may need to be adjusted over time. Changes in tax regimes or assessment of additional tax liabilities in future tax audits could result in incremental tax liabilities which could have a material adverse effect on cash flows and the financial results of operations of the Group.

The Group's income tax charge is based on reported profits and statutory tax rates, which reflect various allowances and reliefs and tax efficiencies available to the Group in the multiple tax jurisdictions in which it operates. The determination of the Group's provision for income tax requires certain judgements and estimates in relation to matters where the ultimate tax outcome may not be certain. The recognition of deferred tax assets also requires judgement as it involves an assessment of the future recoverability of those assets. In addition, the Group is subject to tax audits which can involve complex issues that could require extended periods to conclude, the resolution of which is often not within the Group's control. Although management believes that the estimates included in the audited consolidated financial statements of CRH and the Group's tax return positions are reasonable, there can be no assurance that the final outcome of these matters will equal the estimates reflected in the Group's historical income tax provisions and accruals.

As a multinational corporation, the Group is subject to various taxes in all jurisdictions in which it operates. Economic and political conditions, tax rates and the interpretation of tax rules in these jurisdictions may be subject to significant change, particularly during periods of administrative change or fiscal deficit. In addition, the Group's future effective income tax rate could be affected (positively or negatively) by changes in the mix of earnings in countries with differing statutory tax rates, changes in the valuation of deferred tax assets or changes in tax laws or their interpretation.

Finally, changes to international tax principles, for example at the European Union level, could adversely affect the Group's effective tax rate or result in higher cash tax liabilities. If the Group's effective income tax rate was to increase, its cash flows and the financial results of operations could be adversely affected.

Foreign Currency Translation

A proportion of the Group's revenues are in currencies other than its reporting currency, and adverse changes in exchange rates could negatively affect retained earnings.

The principal foreign exchange risks to which the consolidated financial statements of the Group are exposed pertain to (i) adverse movements in reported results when translated into the reporting currency and (ii) declines in the reporting currency value of net investments which are denominated in a wide basket of currencies other than the reporting currency.

Given the geographic spread of the Group, a significant proportion of its revenues, expenses, assets and liabilities are denominated in currencies other than the Group's reporting currency, including the euro, Pound Sterling, Canadian Dollar, Australian Dollar, Philippine Peso, Polish Zloty, and Swiss Franc. From year to year, adverse changes in the exchange rates used to translate these and other foreign currencies into the reporting currency have impacted and will continue to impact consolidated results.

Goodwill Impairment

The Group may be required to write-down its goodwill, which could have an adverse impact on the Group's retained earnings.

Significant underperformance in any of the Group's major reporting units or the divestiture of businesses in the future may give rise to a material write-down of goodwill. While a non-cash item, a material write-down of goodwill could have a substantial impact on the Group's retained earnings.

Under United States Generally Accepted Accounting Principles (**U.S. GAAP**), goodwill and indefinite-lived intangible assets are subject to annual impairment testing, or more frequently if events or circumstances change in a manner that would more likely than not reduce the fair value of a reporting unit below its carrying value.

Accounting Estimates

The Group's financial reporting requires the use of accounting estimates for a number of significant items.

The accounting standards used in preparation of the Group's audited consolidated financial statements are complex and involve the making of significant estimates and assumptions in their interpretation and application that are inherently uncertain and/or require subjective judgements. In the event these assumptions and/or judgements prove incorrect or different values were to be applied (e.g. through the adoption of different methods of calculation), the Group's reported financial results could be materially higher or lower. The Group makes accounting estimates in relation to a wide range of matters that are relevant to its business, such as impairment of long-lived assets, business combinations, impairment of goodwill, pension and other postretirement benefits, tax matters and litigation, including self-insurance and environmental compliance costs.

Any changes to accounting standards previously applied in the preparation of the Group's audited consolidated financial statements could affect future reported results compared with prior years, and/or see the revision of prior reporting where any retrospective application is required.

Self-Insurance

The Group may elect or be required to self-insure specific risk exposures, and failure or inability to obtain appropriate insurance coverage could result in increased insurance and claims costs that adversely affects its financial results.

The Group elects to self-insure up to certain limits through one or more of its wholly-owned captive insurance companies (**captives**). The Group's captives provide coverage in respect of multiple lines of insurance to the Group's operating and non-operating entities up to certain designated limits, both each-and-every and in the annual aggregate. Where insurable losses exceed those limits, the Group would need to rely on external insurance and/or reinsurance from global institutions of appropriate credit standing, and such external insurance and/or reinsurance may not be available at an appropriate cost or at all.

Insolvency risks under Irish law

If the Guarantor is unable to pay its debts, an examiner may be appointed under Irish law to oversee the Guarantor's operations.

If the Guarantor is unable, or likely to be unable, to pay its debts, an examiner may be appointed to oversee the operations of the Guarantor and to facilitate its survival and the whole or any part of its business by formulating proposals for a compromise or scheme of arrangement. An examiner may be appointed even if the Guarantor is not insolvent. If an examiner is appointed to the Guarantor, a protection

period, generally not exceeding 100 days, will be imposed so that the examiner can formulate and implement their proposals for a compromise or scheme or arrangement. During the protection period, any enforcement action by a creditor is prohibited. In addition, the Guarantor would be prohibited from paying any debts existing at the time of the presentation of the petition to appoint an examiner.

Preferred Creditors under Irish law.

In an insolvency of an Irish company, the claims of certain preferential creditors (including the Irish Revenue Commissioners for certain unpaid taxes) will rank in priority to claims of unsecured creditors. If CRH, CRH SMW or CRH Finance becomes subject to an insolvency proceeding and CRH, CRH SMW or CRH Finance has obligations to creditors that are treated under Irish law as creditors that are senior relative to the Noteholders, the Noteholders may suffer losses as a result of their non-preferred status during such insolvency proceeding.

FACTORS WHICH ARE MATERIAL FOR THE PURPOSE OF ASSESSING THE MARKET RISKS ASSOCIATED WITH NOTES ISSUED UNDER THE PROGRAMME

Risks related to the structure of a particular issue of Notes

If the relevant Issuer has the right to redeem any Notes at its option, this may limit the market value of the Notes concerned and an investor may not be able to reinvest the redemption proceeds in a manner which achieves a similar effective return.

An optional redemption feature is likely to limit the market value of Notes. During any period when the relevant Issuer may elect to redeem Notes, the market value of those Notes generally will not rise substantially above the price at which they can be redeemed. This also may be true prior to any redemption period.

The relevant Issuer may be expected to redeem Notes when its cost of borrowing is lower than the interest rate on the Notes. At those times, an investor generally would not be able to reinvest the redemption proceeds at an effective interest rate as high as the interest rate on the Notes being redeemed and may only be able to do so at a significantly lower rate. Potential investors should consider reinvestment risk in light of other investments available at that time.

If the Notes include a feature to convert the interest basis from a fixed rate to a floating rate, or vice versa, this may affect the secondary market and the market value of the Notes concerned.

Fixed/Floating Rate Notes are Notes which bear interest at a rate that converts from a fixed rate to a floating rate, or from a Floating rate to a fixed rate. Such a feature to convert the interest basis and any conversion of the interest basis, may affect the secondary market in, and the market value of, such Notes as the change of interest basis may result in a lower interest return for Noteholders. Where the Notes convert from a fixed rate to a floating rate, the spread on the Fixed/Floating Rate Notes may be less favourable than then prevailing spreads on comparable Floating Rate Notes tied to the same reference rate. In addition, the new floating rate at any time may be lower than the rates on other Notes. Where the Notes convert from a floating rate to a fixed rate, the fixed rate may be lower than then prevailing rates on those Notes and could affect the market value of an investment in the relevant Notes.

Notes which are issued at a substantial discount or premium may experience price volatility in response to changes in market interest rates.

The market values of securities issued at a substantial discount (such as Zero Coupon Notes) or premium to their principal amount tend to fluctuate more in relation to general changes in interest rates than do prices for more conventional interest-bearing securities. Generally, the longer the remaining term of such securities, the greater the price volatility as compared to more conventional interest-bearing securities with comparable maturities.

The regulation and reform of "benchmarks" may adversely affect the value of Notes linked to or referencing such "benchmarks".

Interest rates and indices which are deemed to be "benchmarks" (including EURIBOR) are the subject of national and international regulatory guidance and reform aimed at supporting the transition to robust benchmarks. Most reforms have now reached their planned conclusion (including the transition away from the London Interbank Offered Rate), and “benchmarks” remain subject to ongoing monitoring. These reforms may cause such benchmarks to perform differently than in the past, to disappear entirely, or have other consequences which cannot be predicted. Any such consequence could have a material adverse effect on any Notes linked to or referencing such a "benchmark".

The EU Benchmarks Regulation applies, subject to certain transitional provisions to the provision of in-scope benchmarks, the contribution of input data to an in-scope benchmark and the use of an in-scope benchmark within the EU. Among other things, it (i) requires benchmark administrators to be authorised or registered (or, if non-EU-based, to be subject to an equivalent regime or otherwise recognised or endorsed) and (ii) prevents certain uses by EU supervised entities of in-scope benchmarks of administrators that are not authorised or registered (or, if non-EU based, not deemed equivalent or recognised or endorsed). Regulation (EU) 2016/1011 as it forms part of UK domestic law by virtue of the EUWA (the **UK Benchmarks Regulation**) among other things, applies to the provision of benchmarks and the use of a benchmark in the UK. Similarly, it prohibits the use in the UK by UK supervised entities of benchmarks of administrators that are not authorised by the FCA or registered on the FCA register (or, if non-UK based, not deemed equivalent or recognised or endorsed).

The EU Benchmarks Regulation and/or the UK Benchmarks Regulation, as applicable could have a material impact on any Notes linked to or referencing a "benchmark" which is in-scope of one or both regulations, in particular if the methodology or other terms of the "benchmark" are changed in order to comply with the requirements of the EU Benchmarks Regulation and/or the UK Benchmarks Regulation, as applicable. Such changes could, among other things, have the effect of reducing, increasing or otherwise affecting the volatility of the published rate or level of the relevant benchmark.

More broadly, any of the international or national reforms, or the general increased regulatory scrutiny of "benchmarks", could increase the costs and risks of administering or otherwise participating in the setting of a "benchmark" and complying with any such regulations or requirements.

Such factors may have the following effects on certain "benchmarks": (i) discouraging market participants from continuing to administer or contribute to the "benchmark"; (ii) triggering changes in the rules or methodologies used in the "benchmark"; and/or (iii) leading to the disappearance of the "benchmark". Any of the above changes or any other consequential changes as a result of international or national reforms or other initiatives or investigations, could have a material adverse effect on the value of and return on any Notes linked to, referencing or otherwise dependent (in whole or in part) upon, a "benchmark".

The Terms and Conditions of the Notes provide for certain fallback arrangements in the event that a Benchmark Event (as defined in the Terms and Conditions of the Notes) occurs, including in relation to an Original Reference Rate (as defined in the Terms and Conditions of the Notes). Such fallback arrangements include the possibility that the relevant Issuer shall use its reasonable endeavours to appoint and consult with an Independent Adviser, with the view to the relevant Issuer determining a Successor Rate or Alternative Rate and, in either case, the applicable Adjustment Spread, to be used in place of the Original Reference Rate.

The use of a Successor Rate or Alternative Rate (including with the application of an Adjustment Spread) to determine the Rate of Interest is likely to result in Notes initially linked to or referencing the Original Reference Rate performing differently (which may include payment of a lower Rate of Interest) than they would do if the Original Reference Rate were to continue to apply in its current form. The application of an Adjustment Spread could have unexpected commercial consequences and there can be no assurance that any Adjustment Spread will be effective in reducing or eliminating any economic prejudice or benefit

(as applicable) to Noteholders arising out of the replacement of the relevant benchmark or that, due to the particular circumstances of each Noteholder, any such adjustment will be favourable to each Noteholder.

Furthermore, if a Successor Rate or Alternative Rate for the Original Reference Rate is determined by the relevant Issuer, following consultation with the Independent Adviser and acting in good faith and a commercially reasonable manner, the Terms and Conditions of the Notes provide that the relevant Issuer may vary such Terms and Conditions, as necessary to ensure the proper operation of such Successor Rate or Alternative Rate, without any requirement for consent or approval of the Noteholders.

The relevant Issuer may be unable to appoint an Independent Adviser and/or may not be able to determine a Successor Rate or Alternative Rate and, in either case, the applicable Adjustment Spread, in accordance with the Terms and Conditions of the Notes.

Where the relevant Issuer is unable to appoint an Independent Adviser in a timely manner, or the relevant Issuer (in consultation with the Independent Adviser) is unable to determine a Successor Rate or Alternative Rate and, in either case, the applicable Adjustment Spread, before the next Interest Determination Date, the Rate of Interest for the next succeeding Interest Period shall be determined using the Original Reference Rate last displayed on the Relevant Screen Page or last available (as applicable) prior to the relevant Interest Determination Date.

Where the relevant Issuer has been unable to appoint an Independent Adviser or, has failed, to determine a Successor Rate or Alternative Rate and, in either case, the applicable Adjustment Spread, in respect of any given Interest Period, it will continue to attempt to appoint an Independent Adviser in a timely manner before the next succeeding Interest Determination Date and/or to determine a Successor Rate or Alternative Rate and, in either case, the applicable Adjustment Spread, to apply to the next succeeding and any subsequent Interest Periods, as necessary.

Applying the Original Reference Rate last displayed on the Relevant Screen Page or last available (as applicable) prior to the relevant Interest Determination Date is likely to result in Notes linked to or referencing the relevant benchmark performing differently (which may include payment of a lower Rate of Interest) than they would do if the relevant benchmark were to continue to apply, or if a Successor Rate or Alternative Rate (including with the application of an Adjustment Spread) could be determined.

If the relevant Issuer is unable to appoint an Independent Adviser or the relevant Issuer (in consultation with the Independent Adviser) fails to determine a Successor Rate or Alternative Rate and, in either case, the applicable Adjustment Spread, for the life of the relevant Notes, the Original Reference Rate last displayed on the Relevant Screen Page or last available (as applicable) prior to the relevant Interest Determination Date will continue to apply to maturity. This will result in the Floating Rate Notes, in effect, becoming fixed rate securities. In addition, due to the uncertainty concerning the availability of successor rates and alternative rates and the involvement of an Independent Adviser, the relevant fallback provisions may not operate as intended at the relevant time.

Investors should consult their own independent advisers and make their own assessment about the potential risks imposed by the EU Benchmarks Regulation and/or the UK Benchmarks Regulation, as applicable, or any of the international or national reforms and the possible application of the benchmark replacement provisions of Notes in making any investment decision with respect to any Notes linked to or referencing a "benchmark".

Methodologies for the calculation of risk free rates (including overnight rates or forward-looking rates) as reference rates for Floating Rate Notes may vary and evolve.

Where the applicable Final Terms for a Series of Floating Rate Notes identifies that the Reference Rate for such Notes will be €STR, SONIA or SOFR, the Rate of Interest will be determined on the basis of the relevant reference rate (as further described in the Terms and Conditions of the Notes). All such rates are

based on 'overnight rates'. Overnight rates differ from inter-bank offered rates, such as EURIBOR in a number of material respects, including (without limitation) that such rates are backwards-looking, risk-free overnight rates, whereas EURIBOR is expressed on the basis of a forward-looking term and includes a risk-element based on inter-bank lending. As such, investors should be aware that overnight rates may behave materially differently as interest reference rates for Notes issued under the Programme compared to inter-bank offered rates. The methodologies to calculate the risk-free rates are not uniform. Such different methodologies may result in slightly different interest amounts being determined in respect of otherwise similar securities.

Accordingly, prospective investors in any Notes referencing any overnight rates should be aware that such variations could result in reduced liquidity or increased volatility or might otherwise affect the market price of any Notes referencing €STR, SONIA or SOFR issued under this Programme from time to time. Market participants, industry groups and/or central bank-led working groups have explored compounded and weighted average rates and observation methodologies for such rates (including so-called 'shift', 'lag', 'lookback' and 'lock-out' methodologies) and forward-looking 'term' reference rates derived from these overnight rates have also been, or are being, developed.

The market or a significant part thereof may adopt overnight rates in a way that differs significantly from those set out in the Terms and Conditions of the Notes. In addition, the methodology for determining any overnight rate index by reference to which the Rate of Interest in respect of certain Notes may be calculated could change during the life of any Notes. Furthermore, the relevant Issuer may in the future issue Notes referencing €STR, SONIA or SOFR that differ materially in terms of interest determination when compared with any previous €STR, SONIA or SOFR-referenced Notes issued by it under the Programme.

Furthermore, the Rate of Interest on Notes which reference overnight rates is only capable of being determined immediately prior to the relevant Interest Payment Date. It may be difficult for investors in Notes which reference overnight rates to estimate reliably the amount of interest which will be payable on such Notes, and some investors may be unable or unwilling to trade such Notes without changes to their IT systems, both of which factors could adversely impact the liquidity of such Notes. Further, in contrast to EURIBOR and other interbank offered rate-based Notes, if Notes referencing an overnight rate become due and payable as a result of an Event of Default under Condition 9 of the Terms and Conditions of the Notes, or are otherwise redeemed early on a date which is not an Interest Payment Date, the final Rate of Interest payable in respect of such Notes shall only be determined immediately prior to the date on which the Notes become due and payable.

In addition, investors should carefully consider how any mismatch between the applicable conventions for the use of overnight rates across different markets may impact any hedging or other financial arrangements which they may put in place in connection with any acquisition, holding or disposal of Notes referencing overnight rates. Investors should carefully consider these matters when making their investment decision with respect to any such Notes.

Risks related to Notes denominated in Renminbi

Set out below is a description of the principal risks which may be relevant to an investor in Notes denominated in Renminbi (**Renminbi Notes**):

Renminbi is not completely freely convertible and there are significant restrictions on the remittance of Renminbi into and outside the PRC which may adversely affect the liquidity of Renminbi Notes.

Renminbi is not completely freely convertible at present. The government of the PRC (the **PRC Government**) continues to regulate conversion between Renminbi and foreign currencies, despite significant reduction over the years by the PRC Government of control over routine foreign exchange transactions. These transactions are known as current account items.

Although starting from 1 October 2016, the Renminbi was added to the Special Drawing Rights basket created by the International Monetary Fund and policies for further improving accessibility to Renminbi to settle cross-border transactions in foreign currencies were issued, there is no assurance that the PRC Government will continue to gradually liberalise control over cross-border remittance of Renminbi in the future, that the schemes for Renminbi cross-border utilisation will not be discontinued or that new regulations in the PRC will not be promulgated in the future which have the effect of restricting or eliminating the remittance of Renminbi into or outside the PRC.

In the event that funds cannot be repatriated outside the PRC in Renminbi, this may affect the overall availability of Renminbi outside the PRC and the ability of the relevant Issuer to source Renminbi to finance its obligations under Renminbi Notes.

There is only limited availability of Renminbi outside the PRC, which may affect the liquidity of the Renminbi Notes and the relevant Issuer's ability to source Renminbi outside the PRC to service such Renminbi Notes.

As a result of the restrictions imposed by the PRC Government on cross-border Renminbi fund flows, the availability of Renminbi outside of the PRC is limited.

The People's Bank of China (**PBOC**) has also established Renminbi clearing and settlement mechanisms for participating banks in various jurisdictions through settlement agreements (the **Settlement Agreements**) on the clearing of Renminbi business with financial institutions in a number of financial centres and cities (each, a **RMB Clearing Bank**) and these RMB Clearing Banks have been permitted to engage in the settlement of Renminbi trade transactions. However, the current size of Renminbi-denominated financial assets outside the PRC is limited.

There are restrictions imposed by the PBOC on Renminbi business participating banks in respect of cross-border Renminbi settlement, such as those relating to direct transactions with PRC enterprises. Furthermore, Renminbi business participating banks do not have direct Renminbi liquidity support from the PBOC. The relevant RMB Clearing Bank only has access to onshore liquidity support from the PBOC for the purpose of squaring open positions of participating banks for limited types of transactions. The relevant RMB Clearing Bank is not obliged to square for participating banks any open positions resulting from other foreign exchange transactions or conversion services. In each case, the participating banks will need to source Renminbi from outside the PRC to square such open positions.

Although it is expected that the offshore Renminbi market will continue to grow in depth and size, its growth is subject to many constraints as a result of PRC laws and regulations on foreign exchange. There is no assurance that new PRC regulations will not be promulgated or the Settlement Agreements will not be terminated or amended in the future so as to have the effect of restricting the availability of Renminbi outside the PRC. The limited availability of Renminbi outside the PRC may affect the liquidity of the Renminbi Notes. To the extent that the relevant Issuer is required to source Renminbi outside the PRC to service the Renminbi Notes, there is no assurance that the relevant Issuer will be able to source such Renminbi on satisfactory terms, if at all. If the relevant Issuer is unable to source such Renminbi, the relevant Issuer's obligation to make a payment in Renminbi under the terms of the Notes may be replaced by an obligation to pay such amount in the Relevant Currency (as defined in the Terms and Conditions of the Notes) if 'RMB Currency Event' is selected as being applicable in the applicable Final Terms.

An investment in Renminbi Notes is subject to exchange rate risks.

The value of Renminbi against the U.S. dollar and other foreign currencies fluctuates and is affected by changes in the PRC and international political and economic conditions and by many other factors. On 11 December 2015, the China Foreign Exchange Trade System (the **CFETS**), a sub-institutional organisation of the PBOC, published the CFETS Renminbi exchange rate index for the first time, which weighs the Renminbi based upon 13 currencies, to guide the market in order to measure the Renminbi exchange rate. This change, among others that may be implemented, may increase the volatility in the

value of the Renminbi against other currencies. Except in the limited circumstances stipulated in Condition 5.8, all payments of interest and principal with respect to Renminbi Notes will be made in Renminbi. As a result, the value of these Renminbi payments in U.S. dollar or other foreign currency terms may vary with the prevailing exchange rates in the marketplace. If the value of Renminbi depreciates against the U.S. dollar or other foreign currencies, the value of an investment in Renminbi Notes in U.S. dollar or other applicable foreign currency terms will decline.

In the event that access to Renminbi becomes restricted to the extent that, by reason of RMB Inconvertibility, RMB Non-transferability or RMB Illiquidity (each as defined in the Terms and Conditions of the Notes), the relevant Issuer is unable, or it is impossible for it, to pay interest or principal in Renminbi, the Conditions allow the relevant Issuer to make payment in U.S. dollars or other foreign currencies at the prevailing spot rate of exchange, all as provided in more detail in the Conditions. As a result, the value of these Renminbi payments may vary with the prevailing exchange rates in the marketplace. If the value of Renminbi depreciates against the U.S. dollar or other foreign currencies, the value of a holder's investment in Renminbi Notes in U.S. dollar or other foreign currency terms will decline.

Payments in respect of Renminbi Notes will only be made to investors in the manner specified in the terms and conditions of such Renminbi Notes.

Investors may be required to provide certification and other information (including Renminbi account information) in order to be allowed to receive payments in Renminbi in accordance with the Renminbi clearing and settlement system for participating banks in the RMB Settlement Centre(s) (as defined in the Terms and Conditions of the Notes). Except in the limited circumstances stipulated in Condition 5.8, all payments to investors in respect of Renminbi Notes will be made solely (i) for so long as such Notes are represented by a Temporary Global Note or a Permanent Global Note held with the common depositary for Euroclear Bank SA/NV (**Euroclear**) and Clearstream Banking S.A. (**Clearstream, Luxembourg**) or any alternative clearing system, by transfer to a Renminbi bank account maintained in the RMB Settlement Centre(s) in accordance with prevailing Euroclear and Clearstream, Luxembourg rules and procedures or those of such alternative clearing system, or (ii) for so long as such Notes are in definitive form, by transfer to a Renminbi bank account maintained in the RMB Settlement Centre(s) in accordance with prevailing rules and regulations. Other than described in the Terms and Conditions of the Notes, the relevant Issuer cannot be required to make payment by any other means (including in any other currency or in bank notes, by cheque or draft or by transfer to a bank account in the PRC).

There may be PRC tax consequences with respect to investment in the Renminbi Notes.

In considering whether to invest in the Renminbi Notes, investors should consult their individual tax advisers with regard to the application of PRC tax laws to their particular situations as well as any tax consequences arising under the laws of any other tax jurisdictions. The value of the Noteholder's investment in the Renminbi Notes may be materially and adversely affected if such Noteholder is required to pay PRC tax with respect to acquiring, holding or disposing of and receiving payments under those Renminbi Notes.

Risks applicable to all Notes issued under the Programme

The Terms and Conditions of the Notes contain provisions which may permit their modification without the consent of all investors and confer significant discretions on the Trustee which may be exercised without the consent of the Noteholders and without regard to the individual interests of particular Noteholders.

The Terms and Conditions of the Notes contain provisions for calling meetings of Noteholders to consider and vote upon matters affecting their interests generally, or to pass resolutions in writing or through the use of electronic consents. These provisions permit defined majorities to bind all Noteholders including Noteholders who did not attend and vote at the relevant meeting or, as the case may be, did not sign the

written resolution or give their consent electronically, and including those Noteholders who voted in a manner contrary to the majority.

The Terms and Conditions of the Notes also provide that the Trustee may, without the consent of Noteholders and without regard to the interest of particular Noteholders, agree to (i) any modification of, or to the waiver or authorisation of any breach or proposed breach of, any of the provisions of the Notes or (ii) determine without the consent of the Noteholders that any Event of Default or potential Event of Default shall not be treated as such or (iii) the substitution of another company as principal debtor under any Notes in place of the relevant Issuer or in respect of the Guarantor's obligations under the Guarantee in place of the Guarantor, in each case the circumstances described in Condition 14.

The value of the Notes could be adversely affected by a change in English law or administrative practice.

The Terms and Conditions of the Notes are based on English law in effect as at the date of this Base Prospectus. No assurance can be given as to the impact of any possible judicial decision or change to English law or administrative practice after the date of this Base Prospectus and any such change could materially adversely impact the value of any Notes affected by it.

Investors who hold less than the minimum Specified Denomination may be unable to sell their Notes and may be adversely affected if definitive Notes are subsequently required to be issued.

In relation to any issue of Notes which have denominations consisting of a minimum Specified Denomination plus one or more higher integral multiples of another smaller amount, it is possible that such Notes may be traded in amounts in excess of the minimum Specified Denomination that are not integral multiples of such minimum Specified Denomination. In such a case a holder who, as a result of trading such amounts, holds an amount which is less than the minimum Specified Denomination in their account with the relevant clearing system would not be able to sell the remainder of such holding without first purchasing a principal amount of Notes at or in excess of the minimum Specified Denomination such that its holding amounts to at least the minimum Specified Denomination. Further, a holder who, as a result of trading such amounts, holds an amount which is less than the minimum Specified Denomination in their account with the relevant clearing system at the relevant time may not receive a definitive Note in respect of such holding (should definitive Notes be printed) and would need to purchase a principal amount of Notes at or in excess of the minimum Specified Denomination such that its holding amounts to at least the minimum Specified Denomination.

If such Notes in definitive form are issued, holders should be aware that definitive Notes which have a denomination that is not an integral multiple of the minimum Specified Denomination may be illiquid and difficult to trade.

The enforcement of an English court judgment in the Netherlands may be subject to the Hague Judgments Convention 2019 or substantive Dutch procedural law.

CRH Funding B.V. is incorporated with limited liability under the laws of the Netherlands, and its assets may be located in the Netherlands, so any judgment obtained by Noteholders in respect of the Notes in the English courts against CRH Funding B.V. may need to be enforced in the Netherlands.

As of 1 July 2025, the Convention of 2 July 2019 on the Recognition and Enforcement of Foreign Judgments in Civil or Commercial Matters (**Hague Judgments Convention 2019**) entered into force for the UK. The Hague Judgments Convention 2019 provides a recognition and enforcement regime for court judgments in civil or commercial matters and applies to a choice-of-court agreement other than an exclusive choice-of-court agreement.

A final and conclusive judgment obtained by Noteholders for the payment of money in respect of the Notes in the English courts against CRH Funding B.V. will in principle be recognised by the Dutch courts without review of its merits, according and subject to the Hague Judgments Convention 2019.

In case of the Hague Judgments Convention 2019 not applying, any judgment obtained in respect of the Notes in the English courts against CRH Funding B.V. will not be recognised and enforced by the Dutch courts. In the absence of an applicable convention between England and the Netherlands (including the Hague Judgments Convention 2019 not applying), if a final and enforceable judgment for the payment of money of an English court is filed with the competent Dutch court, the Dutch court will generally give binding effect to the English court judgment insofar as it finds that the jurisdiction of the English court has been based on grounds which are internationally acceptable and that proper legal procedures have been observed, and unless the English judgment contravenes Dutch public policy or is incompatible with a judgment rendered between the same parties by a Dutch court or with an earlier judgment rendered between the same parties by a non-Dutch court in a dispute that concerns the same subject and is based on the same cause, provided that the earlier judgment qualifies for recognition in the Netherlands.

Risks related to the market

An active secondary market in respect of the Notes may never be established or may be illiquid and this would adversely affect the value at which an investor could sell their Notes.

Notes may have no established trading market when issued, and one may never develop. If a market for the Notes does develop, it may not be very liquid. Therefore, investors may not be able to sell their Notes easily or at prices that will provide them with a yield comparable to similar investments that have a developed secondary market. This is particularly the case for Notes that are especially sensitive to interest rate, currency or market risks, are designed for specific investment objectives or strategies, are being issued to a single investor or a limited number of investors or have been structured to meet the investment requirements of limited categories of investors. These types of Notes would have a more limited secondary market and more price volatility than conventional debt securities.

If an investor holds Notes which are not denominated in the investor's home currency, they will be exposed to movements in exchange rates adversely affecting the value of their holding. In addition, the imposition of exchange controls in relation to any Notes could result in an investor not receiving payments on those Notes.

The relevant Issuer will pay principal and interest on the Notes and the Guarantor will make any payments under the Guarantee in the Specified Currency. This presents certain risks relating to currency conversions if an investor's financial activities are denominated principally in a currency or currency unit (the **Investor's Currency**) other than the Specified Currency. These include the risk that exchange rates may significantly change (including changes due to devaluation of the Specified Currency or revaluation of the Investor's Currency) and the risk that authorities with jurisdiction over the Investor's Currency may impose or modify exchange controls. An appreciation in the value of the Investor's Currency relative to the Specified Currency would decrease (1) the Investor's Currency-equivalent yield on the Notes, (2) the Investor's Currency equivalent value of the principal payable on the Notes and (3) the Investor's Currency equivalent market value of the Notes.

Government and monetary authorities may impose (as some have done in the past) exchange controls that could adversely affect an applicable exchange rate or the ability of the relevant Issuer or the Guarantor to make payments in respect of the Notes. As a result, investors may receive less interest or principal than expected, or no interest or principal.

Credit ratings assigned to the relevant Issuer, the Guarantor or any Notes may not reflect all risks.

One or more independent credit rating agencies may assign credit ratings to the relevant Issuer, the Guarantor or the Notes. The ratings may not reflect the potential impact of all risks related to structure,

market, additional factors discussed above, and other factors that may affect the value of the Notes. A credit rating is not a recommendation to buy, sell or hold securities and may be revised, suspended or withdrawn by the rating agency at any time.

In general, European regulated investors are restricted under the CRA Regulation from using credit ratings for regulatory purposes in the EEA, unless such ratings are issued by a credit rating agency established in the EEA and registered under the CRA Regulation (and such registration has not been withdrawn or suspended, subject to transitional provisions that apply in certain circumstances). Such general restriction will also apply in the case of credit ratings issued by third country non-EEA credit rating agencies, unless the relevant credit ratings are endorsed by an EEA-registered credit rating agency or the relevant third country rating agency is certified in accordance with the CRA Regulation (and such endorsement action or certification, as the case may be, has not been withdrawn or suspended, subject to transitional provisions that apply in certain circumstances).

Investors regulated in the UK are subject to similar restrictions under the UK CRA Regulation. As such, UK regulated investors are required to use for UK regulatory purposes ratings issued by a credit rating agency established in the UK and registered under the UK CRA Regulation. In the case of ratings issued by third country non-UK credit rating agencies, third country credit ratings can either be: (a) endorsed by a UK registered credit rating agency; or (b) issued by a third country credit rating agency that is certified in accordance with the UK CRA Regulation. Note this is subject, in each case, to (a) the relevant UK registration, certification or endorsement, as the case may be, not having been withdrawn or suspended, and (b) transitional provisions that apply in certain circumstances.

If the status of the rating agency rating the Notes changes for the purposes of the CRA Regulation or the UK CRA Regulation, relevant regulated investors may no longer be able to use the rating for regulatory purposes in the EEA or the UK, as applicable, and the Notes may have a different regulatory treatment, which may impact the value of the Notes and their liquidity in the secondary market. Certain information with respect to the credit rating agencies and ratings is set out on the cover of this Base Prospectus.

DOCUMENTS INCORPORATED BY REFERENCE

The following documents which have previously been published, shall be incorporated in, and form part of, this Base Prospectus:

(I) Financial Statements:

(i) the unaudited condensed consolidated financial statements of CRH plc for the six months ended 30 June 2026 contained on pages 3 to 25 of the CRH plc quarterly report on Form 10-Q (available at https://www.crh.com/wp-content/uploads/2026/07/Form-10-Q-Q2-2026.pdf);

(ii) the following pages of the CRH plc 2025 Annual Report on Form 10-K (available at https://www.crh.com/wp-content/uploads/2026/02/Form-10-K-2025.pdf): (a) pages 6 to 11 of the section entitled "*Business*", (b) pages 46 to 92 containing the auditors' report and audited consolidated annual financial statements of CRH plc for the financial year ended 31 December 2025, and (c) pages 35 to 38 entitled "*Non-GAAP Reconciliation and Supplementary Information*";

(iii) the auditors' report and audited consolidated annual financial statements of CRH plc for the financial year ended 31 December 2024 contained on pages 51 to 98 of the CRH plc 2024 Annual Report on Form 10-K (available at https://www.crh.com/wp-content/uploads/2025/06/crh-2024-annual-report-1-1-1-1-2-1-1-1-1-1-1.pdf);

(iv) the auditors' report and audited non-consolidated annual financial statements of CRH Funding B.V. for the financial year ended 31 December 2025 (available at https://www.crh.com/wp-content/uploads/2026/05/CRH-Funding-BV-2025.pdf); and

(v) the auditors' report and audited non-consolidated annual financial statements of CRH Funding B.V. for the financial year ended 31 December 2024 (available at https://www.crh.com/wp-content/uploads/2025/09/crh-funding-bv-2024_43ee23.pdf);

(II) The Terms and Conditions of the Notes contained in the following documents:

(i) the Base Prospectus dated 14 June 2023 (available at https://www.crh.com/media/4867/uko2-2006489618-v1-crh-2023-base-prospectus-final.pdf);

(ii) the Base Prospectus dated 24 April 2020 (available at https://www.crh.com/wp-content/uploads/2025/12/2020_99629f.pdf);

(iii) the Base Prospectus dated 6 October 2016 (available at https://www.crh.com/wp-content/uploads/2025/12/2016_4e3e30.pdf); and

(iv) the Base Prospectus dated 29 October 2015 (available at https://www.crh.com/wp-content/uploads/2025/12/2015_d82e5b.pdf),

in each case prepared by certain of the Issuers and the Guarantor.

In addition to the above, the following information shall be incorporated in, and form part of, this Base Prospectus as and when it is published on https://www.crh.com/investors:

(III) the information set out in the auditors' report and audited consolidated annual financial statements of CRH plc in any Annual Report on Form 10-K published by CRH plc after the date of this Base Prospectus;

(IV) the information set out in the unaudited condensed consolidated financial statements of CRH plc in any quarterly report on Form 10-Q published by CRH plc after the date of this Base Prospectus; and

(V) the information set out in the auditors' report and audited non-consolidated annual financial statements of CRH Funding B.V. in any Annual Report published by CRH Funding B.V. after the date of this Base Prospectus.

Information incorporated by reference pursuant to paragraphs (III) to (V) above shall, to the extent applicable, be deemed to modify or supersede statements contained in this Base Prospectus.

The audited consolidated annual financial statements of CRH plc incorporated by reference herein have been prepared in accordance with U.S. GAAP and not in accordance with International Financial Reporting Standards as endorsed in the European Union based on Regulation (EC) No 1606/2002 (**IFRS**).

Any non-incorporated parts of a document referred to herein are either deemed not relevant for an investor or are otherwise covered elsewhere in this Base Prospectus.

In this Base Prospectus, references to websites or uniform resource locators (**URLs**) are inactive textual references and are included for information purposes only. Other than in relation to the documents which are deemed to be incorporated by reference, the contents of such website or URL shall not form part of, or be deemed incorporated into, this Base Prospectus.

Following the publication of this Base Prospectus, a supplement may be prepared by the Issuers and/or the Guarantor and approved by the Central Bank in accordance with Article 23 of the Prospectus Regulation. Statements contained in any such supplement (or contained in any document incorporated by reference therein) shall, to the extent applicable (whether expressly, by implication or otherwise), be deemed to modify or supersede statements contained in this Base Prospectus or in a document which is incorporated by reference in this Base Prospectus. Any statement so modified or superseded shall not, except as so modified or superseded, constitute a part of this Base Prospectus.

The relevant Issuer and/or the Guarantor will, in the event of any significant new factor, material mistake or material inaccuracy relating to information included in this Base Prospectus which may affect the assessment of any Notes, prepare a supplement to this Base Prospectus or publish a new Base Prospectus for use in connection with any subsequent issue of Notes.

FORM OF THE NOTES

The Notes of each Series will be in bearer form.

Form of Notes (other than Swiss Notes (as defined below))

Each Tranche of Notes (other than Swiss Notes) will be in bearer form and will initially be issued in the form of a temporary global note (a **Temporary Global Note**) or, if so specified in the applicable Final Terms, a permanent global note (a **Permanent Global Note** and, together with a Temporary Global Note, each a **Global Note**) which, in either case, will:

(i) if the Global Notes are intended to be issued in new global note (**NGN**) form, as stated in the applicable Final Terms, be delivered on or prior to the original issue date of the Tranche to a common safekeeper (the **Common Safekeeper**) for Euroclear and Clearstream, Luxembourg; and

(ii) if the Global Notes are not intended to be issued in NGN Form, be delivered on or prior to the original issue date of the Tranche to a common depositary (the **Common Depositary**) for, Euroclear and Clearstream, Luxembourg.

Whilst any Note is represented by a Temporary Global Note, payments of principal, interest (if any) and any other amount payable in respect of the Notes due prior to the Exchange Date (as defined below) will be made (against presentation of the Temporary Global Note if the Temporary Global Note is not intended to be issued in NGN form) only to the extent that certification (in a form to be provided) to the effect that the beneficial owners of interests in the Temporary Global Note are not U.S. persons or persons who have purchased for resale to any U.S. person, as required by U.S. Treasury regulations, has been received by Euroclear and/or Clearstream, Luxembourg and Euroclear and/or Clearstream, Luxembourg, as applicable, has given a like certification (based on the certifications it has received) to the Agent.

If the Global Note is issued in classic global note (**CGN**) form, upon the initial deposit of a global Note with the Common Depositary, Euroclear or Clearstream, Luxembourg will credit each subscriber with a nominal amount of Notes equal to the nominal amount thereof for which it has subscribed and paid. If the global Note is issued in NGN form, the nominal amount of the Notes shall be the aggregate amount from time to time entered in the records of Euroclear or Clearstream, Luxembourg. The records of such clearing system shall be conclusive evidence of the nominal amount of Notes represented by the global Note and a statement issued by such clearing system at any time shall be conclusive evidence of the records of the relevant clearing system at that time.

On and after the date (the **Exchange Date**) which is 40 days after a Temporary Global Note is issued, interests in such Temporary Global Note will be exchangeable (free of charge) upon a request as described therein either for (a) interests in a Permanent Global Note of the same Series or (b) for definitive Notes of the same Series with, where applicable, interest coupons and talons attached (as indicated in the applicable Final Terms and subject, in the case of definitive Notes, to such notice period as is specified in the applicable Final Terms), in each case against certification of beneficial ownership as described above unless such certification has already been given. The holder of a Temporary Global Note will not be entitled to collect any payment of interest, principal or other amount due on or after the Exchange Date unless, upon due certification, exchange of the Temporary Global Note for an interest in a Permanent Global Note or for definitive Notes is improperly withheld or refused.

Payments of principal, interest (if any) or any other amounts on a Permanent Global Note will be made through Euroclear and/or Clearstream, Luxembourg (against presentation or surrender (as the case may be) of the Permanent Global Note if the Permanent Global Note is not intended to be issued in NGN form), outside the United States and without any requirement for certification.

The applicable Final Terms will specify that a Permanent Global Note (if the Note is not a Swiss Note) will be exchangeable (free of charge), in whole but not in part, for definitive Notes with, where applicable, interest coupons and talons attached upon either (a) not less than 60 days' written notice from Euroclear and/or Clearstream, Luxembourg (acting on the instructions of any holder of an interest in such Permanent Global Note) to the Agent as described therein or (b) only upon the occurrence of an Exchange Event. For these purposes, **Exchange Event** means that (i) an Event of Default (as defined in Condition 9) has occurred and is continuing, or (ii) the relevant Issuer has been notified that both Euroclear and Clearstream, Luxembourg have been closed for business for a continuous period of 14 days (other than by reason of holiday, statutory or otherwise) or have announced an intention permanently to cease business or have in fact done so and no successor clearing system satisfactory to the Trustee is available. The relevant Issuer will promptly give notice to Noteholders in accordance with Condition 13 if an Exchange Event occurs. In the event of the occurrence of an Exchange Event, Euroclear and/or Clearstream, Luxembourg (acting on the instructions of any holder of an interest in such Permanent Global Note) or the Trustee may give notice to the Agent requesting exchange. Any such exchange shall occur not later than 45 days after the date of receipt of the first relevant notice by the Agent.

Swiss Notes

Notes denominated in Swiss Francs to be listed on the SIX Swiss Exchange (**Swiss Notes**) will be issued in the form of a Swiss permanent global note (the **Swiss Permanent Global Note**).

A Swiss Permanent Global Note will be deposited by the Principal Swiss Paying Agent with SIX SIS AG, the Swiss Securities Services Corporation in Olten, Switzerland (**SIS**) or any other intermediary in Switzerland recognised for such purposes by the SIX Swiss Exchange (SIS or any such other intermediary, the **Intermediary**) until final redemption of the Swiss Notes or the exchange of the Swiss Permanent Global Note for definitive Notes with Coupons attached as set out below. Once a Swiss Permanent Global Note has been deposited with the Intermediary and the relevant interests in the Swiss Notes have been entered into the accounts of one or more participants of the Intermediary, the Swiss Notes will constitute intermediated securities (*Bucheffekten*) (**Intermediated Securities**) in accordance with the provisions of the Swiss Federal Intermediated Securities Act (*Bucheffekten-gesetz*).

Each holder of Swiss Notes shall have a quotal co-ownership interest (*Miteigentumsanteil*) in the Swiss Permanent Global Note to the extent of its claim against the relevant Issuer, provided that for so long as the Swiss Permanent Global Note remains deposited with the Intermediary, the co-ownership interest shall be suspended and the Swiss Notes may only be transferred or otherwise disposed of in accordance with the provisions of the Swiss Federal Intermediated Securities Act (*Bucheffektengesetz*) i.e. by entry of the transferred Swiss Notes in a securities account of the transferee.

The records of the Intermediary will determine the nominal amount of Swiss Notes represented by the Swiss Permanent Global Note and held by or through each participant in the Intermediary. The holders of Swiss Notes held in the form of Intermediated Securities will be the persons for the time being shown in the records of any custodian (*Verwahrungsstelle*) as holding the relevant nominal amount of Swiss Notes in a securities account (*Effektenkonto*) with such custodian (*Verwahrungsstelle*) which is in their name (and the expression **holder** of Swiss Notes and related expressions shall be construed accordingly).

Holders of Swiss Notes shall not have the right to effect or demand the conversion of the Swiss Permanent Global Note into, or the delivery of uncertificated securities (*Wertrechte*) or definitive Swiss Notes (*Wertpapiere*).

No physical delivery of Swiss Notes shall be made unless and until definitive Swiss Notes (*Wertpapiere*) are printed. The Swiss Permanent Global Note shall be exchangeable in whole, but not in part, for definitive Notes (*Wertpapiere*) only if the Principal Swiss Paying Agent deems the printing of definitive Notes (*Wertpapiere*) to be necessary or useful, after consultation with the relevant Issuer, or if, under Swiss or any other applicable laws and regulations, the enforcement of obligations under the Swiss Notes can only be ensured by means of presentation of definitive Notes (*Wertpapiere*). Should the Principal

Swiss Paying Agent so determine, it shall provide for the printing and delivery of definitive Notes (*Wertpapiere*) with Coupons attached in accordance with the rules and regulations of the Intermediary and without cost to holders of the Swiss Notes. Should definitive Notes (*Wertpapiere*) with Coupons attached be so printed, the Swiss Permanent Global Note will immediately be cancelled by the Principal Swiss Paying Agent and the definitive Swiss Notes (*Wertpapiere*) with Coupons attached shall be delivered to the relevant holders of the Swiss Notes against cancellation of the relevant Swiss Notes in such holder's securities accounts.

General provisions applicable to the Notes

The following legend will appear on all Permanent Global Notes and definitive Notes where TEFRA D is specified in the applicable Final Terms:

"ANY UNITED STATES PERSON WHO HOLDS THIS OBLIGATION WILL BE SUBJECT TO LIMITATIONS UNDER THE UNITED STATES INCOME TAX LAWS, INCLUDING THE LIMITATIONS PROVIDED IN SECTIONS 165(j) AND 1287(a) OF THE INTERNAL REVENUE CODE."

The sections referred to provide that United States holders, with certain exceptions, will not be entitled to deduct any loss on Notes or interest coupons and will not be entitled to capital gains treatment in respect of any gain on any sale, disposition, redemption or payment of principal in respect of such Notes or interest coupons.

Notes which are represented by a global Note will only be transferable in accordance with the rules and procedures for the time being of Euroclear or Clearstream, Luxembourg and/or the Intermediary, as the case may be.

Pursuant to the Agency Agreement (as defined under "*Terms and Conditions of the Notes*"), the Agent shall arrange that, where a further Tranche of Notes is issued which is intended to form a single Series with an existing Tranche of Notes at a point after the Issue Date of the further Tranche, the Notes of such further Tranche shall be assigned a common code and ISIN which are different from the common code and ISIN assigned to Notes of any other Tranche of the same Series until such time as the Tranches are consolidated and form a single Series, which shall not be prior to the expiry of the distribution compliance period (as defined in Regulation S under the Securities Act) applicable to the Notes of such Tranche.

In addition, the Principal Swiss Paying Agent shall arrange that, where a further Tranche of Swiss Notes represented on issue by a Swiss Permanent Global Note is issued which is intended to form a single Series with an existing Tranche of Swiss Notes so represented, the Swiss Notes of such further Tranche shall be assigned a Swiss Securities Number and ISIN which are different from the Swiss Securities Number and ISIN assigned to Swiss Notes of any other Tranche of the same Series until such time as the further Tranche does form a single Series with the existing Tranche.

Any reference herein to Euroclear and/or Clearstream, Luxembourg and/or the Intermediary shall, whenever the context so permits, be deemed to include a reference to any additional or alternative clearing system specified in the applicable Final Terms or as may otherwise be approved by the relevant Issuer, the Guarantor, the Agent and the Trustee. Any reference herein to Common Depository shall, whenever the context so permits, be deemed to include a reference to a depository for any such additional or alternative clearing system specified in the applicable Final Terms.

In the event that any option of the relevant Issuer is exercised in respect of some but not all of the Notes of any Series, the rights of accountholders with a clearing system in respect of the Notes will be governed by the standard procedures of Euroclear and/or Clearstream, Luxembourg (to be reflected in the records of Euroclear and Clearstream, Luxembourg as either a pool factor or a reduction in nominal amount, at their discretion) or any other alternative clearing system (as the case may be).

To the extent permissible under applicable laws and regulations, no Noteholder or Couponholder shall be entitled to proceed directly against the relevant Issuer or the Guarantor unless the Trustee, having become bound so to proceed, (i) fails so to do within a reasonable period, (ii) or is unable for any reason so to do and the failure or inability shall be continuing.

The relevant Issuer and the Guarantor may agree with any Dealer and the Trustee that Notes may be issued in a form not contemplated by the Terms and Conditions of the Notes, in which event, a new Base Prospectus will be made available which will describe the effect of the agreement reached in relation to such Notes.

APPLICABLE FINAL TERMS

Set out below is the form of Final Terms which will be completed for each Tranche of Notes issued under the Programme.

[THE CENTRAL BANK HAS NEITHER APPROVED NOR REVIEWED THESE FINAL TERMS.][1]

[**PROHIBITION OF SALES TO EEA RETAIL INVESTORS** – The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area (the **EEA**). For these purposes, a **retail investor** means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, **MiFID II**); or (ii) a customer within the meaning of Directive (EU) 2016/97, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in Regulation (EU) 2017/1129 (the **Prospectus Regulation**). Consequently, no key information document required by Regulation (EU) No 1286/2014 (as amended, the **PRIIPs Regulation**) for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.][2]

[**PROHIBITION OF SALES TO UK RETAIL INVESTORS** – The Notes are not intended to be offered, sold, distributed or otherwise made available to and should not be offered, sold, distributed or otherwise made available to any retail investor in the United Kingdom (**UK**). For these purposes, a **retail investor** means a person who is either one (or both) of the following: (i) not a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of UK domestic law by virtue of the European Union (Withdrawal) Act 2018 [(**UK MiFIR**)]; or (ii) not a qualified investor as defined in paragraph 15 of Schedule 1 to the Public Offers and Admissions to Trading Regulations 2024. Consequently, no disclosure document required by the FCA Product Disclosure Sourcebook (**DISC**) for offering, selling or distributing the Notes or otherwise making them available to retail investors in the UK has been prepared and therefore offering, selling or distributing the Notes or otherwise making them available to any retail investor in the UK may be unlawful under DISC and the Consumer Composite Investments (Designated Activities) Regulations 2024.][3]

[**MiFID II product governance / Professional investors and eligible counterparties only target market** – Solely for the purposes of [the/each] manufacturer['s/s'] product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is eligible counterparties and professional clients only, each as defined in [Directive 2014/65/EU (as amended, **MiFID II**)][MiFID II]; and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Notes (a **distributor**) should take into consideration the manufacturer['s/s'] target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer['s/s'] target market assessment) and determining appropriate distribution channels.]

[**UK MiFIR product governance / Professional investors and eligible counterparties only target market** – Solely for the purposes of [the/each] manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is

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[1] Include where the Notes are neither admitted to trading on a regulated market in the EEA nor offered in the EEA in circumstances where a prospectus is required to be published under the Prospectus Regulation.

[2] Legend to be included on front of the Final Terms if the Notes potentially constitute "packaged" products and no key information document will be prepared in the EEA or the Issuer wishes to prohibit offers to EEA retail investors for any other reason, in which case the selling restriction should be specified to be "Applicable".

[3] Legend to be included on front of the Final Terms if the Notes potentially constitute consumer composite investments and no disclosure document will be prepared in the UK or the Issuer wishes to prohibit offers to UK retail investors for any other reason, in which case the selling restriction should be specified to be "Applicable".

only eligible counterparties, as defined in the FCA Handbook Conduct of Business Sourcebook (**COBS**), and professional clients, as defined in [Regulation (EU) No 600/2014 as it forms part of UK domestic law by virtue of the European Union (Withdrawal) Act 2018 (**UK MiFIR**)][UK MiFIR]; and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. Any [person subsequently offering, selling or recommending the Notes (a **distributor**)][distributor] should take into consideration the manufacturer['s/s'] target market assessment; however, a distributor subject to the FCA Handbook Product Intervention and Product Governance Sourcebook (the **UK MiFIR Product Governance Rules**) is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer['s/s'] target market assessment) and determining appropriate distribution channels.]

[In connection with Section 309B of the Securities and Futures Act 2001 of Singapore (as amended or modified from time to time, the **SFA**) and the Securities and Futures (Capital Markets Products) Regulations 2018 of Singapore (the **CMP Regulations 2018**), the Issuer has determined the classification of the Notes as prescribed capital markets products (as defined in the CMP Regulations 2018) and Excluded Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).][4]

[*Date*]

[CRH Finance DAC/CRH Funding B.V., with its corporate seat at Rijswijk (Zuid-Holland), The Netherlands/CRH SMW Finance DAC]

Legal entity identifier (LEI): [ ]

Issue of [Aggregate Nominal Amount of Tranche] [Title of Notes]
Guaranteed by CRH plc
under the €10,000,000,000
Euro Medium Term Note Programme

PART A – CONTRACTUAL TERMS

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions set forth in the Base Prospectus dated 18 August 2026 [and the supplement to it dated [ ]] which [together] constitute[s] a base prospectus for the purposes of the Prospectus Regulation [(where **Prospectus Regulation** when used herein means Regulation (EU) 2017/1129)] (the **Base Prospectus**). This document constitutes the Final Terms of the Notes described herein for the purposes of the Prospectus Regulation and must be read in conjunction with the Base Prospectus in order to obtain all the relevant information.[5] The Base Prospectus [and the supplement[s] to it] and the Final Terms have been published on [*issuer's/financial Intermediaries'/regulated market's*] website.

[*In the case of Swiss Notes listed on the SIX Swiss Exchange, use the following language:*

This document constitutes the Final Terms of the Notes described herein. Terms used herein shall be deemed to be defined as such for the purposes of the Conditions set forth in the Base Prospectus dated 18 August 2026 [and the supplement to it dated [ ]] ([together,] the **Base Prospectus**). These Final Terms, together with the Base Prospectus [and the supplement to it dated [ ]], are contained in the Swiss prospectus dated [ ] (the **Swiss Prospectus**) which constitutes the prospectus for the Swiss

[4] Amend notification if the Notes are "capital markets products other than prescribed capital markets products" pursuant to Section 309B of the SFA or Specified Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products). Relevant Manager(s)/Dealer(s) to consider whether it / they have received the necessary product classification from the Issuer prior to the launch of the offer, pursuant to Section 309B of the SFA.

[5] Delete where the Notes are neither admitted to trading on a regulated market in the EEA nor offered in the EEA in circumstances where a prospectus is required to be published under the Prospectus Regulation.

Notes for purposes of the Swiss Financial Services Act. The Final Terms do not constitute Final Terms for the purposes of Regulation (EU) 2017/1129. Full information on the Issuer, the Guarantor and the offer of the Notes is only available on the basis of the combination of these Final Terms and the Swiss Prospectus. Copies of the Swiss Prospectus including the Final Terms and the Base Prospectus (and any documents incorporated by reference therein) and the guarantee contained in the Amended and Restated Trust Deed dated 15 August 2025 are available at [[ ] or can be ordered by telephone (+41 [[ ]), fax (+41 [[ ]) or by e-mail ([[ ])].]

[*The following alternative language applies if the first tranche of an issue which is being increased was issued under a Base Prospectus with an earlier date.*

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions (the **Conditions**) set forth in the Base Prospectus dated [14 June 2023/24 April 2020/6 October 2016/29 October 2015] [and the supplement to it dated [ ]] which are incorporated by reference in the Base Prospectus dated 18 August 2026. This document constitutes the Final Terms of the Notes described herein for the purposes of the Prospectus Regulation [(where **Prospectus Regulation** when used herein means Regulation (EU) 2017/1129)] and must be read in conjunction with the Base Prospectus dated 18 August 2026 [and the supplement to it dated [ ]] which [together] constitute[s] a base prospectus for the purposes of the Prospectus Regulation (the **Base Prospectus**), save in respect of the Conditions which are extracted from the Base Prospectus dated [*original date*], in order to obtain all the relevant information. The Base Prospectus [and the supplement[s] to it] and the Final Terms have been published on [*issuer's /financial Intermediaries'/regulated market's*] website.]

[*Include whichever of the following apply or specify as "Not Applicable". Note that the numbering should remain as set out below, even if "Not Applicable" is indicated for individual paragraphs or subparagraphs. Italics denote directions for completing the Final Terms.*]

[*If the Notes have a maturity of less than one year from the date of their issue, the minimum denomination must be at least the higher of €125,000 and £100,000 or its equivalent in any other currency.*]

1.	(a)	Issuer:	[CRH Finance DAC/CRH Funding B.V./CRH SMW Finance DAC]
	(b)	Guarantor:	CRH plc
2.	(a)	Series Number:	[ ]
	(b)	Tranche Number:	[ ]
	(c)	Date on which the Notes will be consolidated and form a single Series:	[The Notes will be consolidated and form a single Series with [*identify earlier Tranches*] on [[*insert date*]/the Issue Date/exchange of the Temporary Global Note for interests in the Permanent Global Note, as referred to in paragraph 24 below, which is expected to occur on or about [*date*]]/[Not Applicable]
3.	Specified Currency or Currencies:		[ ]
4.	Aggregate Nominal Amount		
	(a)	Series:	[ ]
	(b)	Tranche:	[ ]

5.	Issue Price:		[ ] per cent. of the Aggregate Nominal Amount [plus accrued interest from [*insert date*] *(if applicable)*]
6.	(a)	Specified Denominations:	[ ] *(N.B. Notes admitted to trading on a regulated market within the EEA or offered to the public in any member state of the EEA must have a minimum denomination of €100,000 (or equivalent).)* *(Note – where multiple denominations above [€100,000] or equivalent are being used the following sample wording should be followed:* *"[€100,000] and integral multiples of [€1,000] in excess thereof up to and including [€199,000]. No Notes in definitive form will be issued with a denomination above [€199,000]."))* *(For Notes admitted to trading and listed on the SIX Swiss Exchange, the specified denomination will be CHF 5,000 and multiples thereof.)* *(For Notes issued by CRH Funding B.V. the minimum denomination will be €100,000 (or equivalent).)*
	(b)	Calculation Amount (in relation to calculation of interest in global form see Conditions):	[ ] *(If only one Specified Denomination, insert the Specified Denomination. If more than one Specified Denomination, insert the highest common factor. Note: There must be a common factor in the case of two or more Specified Denominations*.)
7.	(a)	Issue Date:	[ ]
	(b)	Interest Commencement Date:	[*specify*/Issue Date/Not Applicable] (*N.B. An Interest Commencement Date will not be relevant for certain Notes, for example Zero Coupon Notes*.)
8.	Maturity Date:		[*Fixed rate - specify date/ Floating rate* - Interest Payment Date falling in or nearest to [*specify month and year*]][6]

[6] For Renminbi denominated Fixed Rate Notes where the Interest Payment Dates are subject to modification it will be necessary to use the second option.

9.	Interest Basis:		[[ ] per cent. per annum Fixed Rate] [[ ] month [EURIBOR/SONIA/SOFR/€STR]] [+/- [ ] per cent.] Floating Rate] [Zero Coupon] [[ ] per cent. per annum Fixed Rate subject to the Step Up Margin (as defined below) and further particulars thereon described in paragraph [14] below] (see paragraph [14]/[15]/[16] below)
10.	Redemption Basis:		Subject to any purchase and cancellation or early redemption, the Notes will be redeemed on the Maturity Date at [ ] per cent. of their nominal amount
11.	Change of Interest Basis:		[Applicable - *Specify the date when any fixed to floating rate change occurs or cross refer to paragraphs 14 and 15 below and identify there*][Applicable, as further described in paragraph [14] below][Not Applicable]
12.	Put/Call Options:		[Issuer Call] [Clean-up Call Option] [Investor Put other than upon a Change of Control] [Investor Put Option upon a Change of Control] [Not Applicable] [(see paragraph [18]/[19]/[20]/[21] below)]
13.	(a)	Status of the Notes:	Senior
	(b)	Status of the Guarantee:	Senior
	(c)	[Date [Board] approval for issuance of Notes [and Guarantee] obtained:	Issuer: [ ] [and [ ], respectively]] Guarantor: [ ] [and [ ], respectively]] (*N.B. Only relevant where Board (or similar) authorisation is required for the particular tranche of Notes or related Guarantee*)

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

14.	Fixed Rate Note Provisions:		[Applicable/Not Applicable] (*If not applicable, delete the remaining subparagraphs of this paragraph*)
	(a)	Rate(s) of Interest:	[[ ] per cent. per annum payable in arrear on each Interest Payment Date] [[ ] per cent. per annum (the **Initial Rate of Interest**) or, where adjusted, as applicable, in accordance with the provisions of paragraph [14(h)] below resulting in the application of the Step Up Margin in respect of any Fixed Interest Period, the aggregate of the Initial Rate of Interest plus the Step Up Margin (the **Adjusted Rate of Interest**), in any case payable annually in arrear. For the avoidance of doubt, notwithstanding any

			adjustment in accordance with the provisions below, the Rate of Interest in respect of any Fixed Interest Period shall never be lower than the Initial Rate of Interest nor higher than the Adjusted Rate of Interest.]
	(b)	Interest Payment Date(s):	[[ ] in each year commencing on and including [ ], up to and including the Maturity Date]/[specify other] (*Amend appropriately in the case of irregular coupons*)
	(c)	[Interest Payment Date Adjustment:	[Applicable/Not Applicable]][7]
	(d)	Fixed Coupon Amount(s) (and in relation to Notes in global form see Conditions):	[[ ] per Calculation Amount [(in respect of any Fixed Interest Period where the applicable Rate of Interest is the Initial Rate of Interest).] [[ ] per Calculation Amount [(in respect of any Fixed Interest Period where the applicable Rate of Interest is the Adjusted Rate of Interest).][8]
	(e)	Broken Amount(s) (and in relation to Notes in global form see Conditions):	[ ] per Calculation Amount, payable on the Interest Payment Date falling [in/on] [ ] [Not Applicable]
	(f)	Day Count Fraction:	[30/360] [Actual/Actual(ICMA)] [Actual/365 (Fixed)][9] [Actual/Actual Canadian Compound Method]
	(g)	Determination Date(s):	[ ] in each year] [Not Applicable] (*Only relevant where Day Count Fraction is Actual/Actual (ICMA). In such a case, insert regular interest payment dates, ignoring issue date or maturity date in the case of a long or short first or last coupon*)
	(h)	Step Up Rating Change and/or Step Down Rating Change:	[Applicable/Not Applicable] (*If not applicable, delete the remaining subparagraph of this paragraph*)
		• Step Up Margin:	[[ ] per cent. per annum/Not Applicable]
15.	Floating Rate Note Provisions:		[Applicable/Not Applicable]

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7 For certain Renminbi denominated Fixed Rate Notes, Interest Payment Dates are subject to modification as per Condition 4.1.

8 For Renminbi denominated Fixed Rate Notes where the Interest Payment Date Adjustment is applicable, the following alternative wording is appropriate: "Each Fixed Coupon Amount shall be calculated by multiplying the product of the Rate of Interest and the Calculation Amount by the Day Count Fraction and rounding the resultant figure to the nearest CNY0.01, CNY0.005, being rounded upwards.".

9 Applicable to Renminbi denominated Fixed Rate Notes.

		(*If not applicable, delete the remaining subparagraphs of this paragraph*)
(a)	Specified Period(s)/ Specified Interest Payment Dates:	[ ][, subject to adjustment in accordance with the Business Day Convention set out in (b) below/, not subject to any adjustment, as the Business Day Convention in (b) below is specified to be Not Applicable]
(b)	Business Day Convention:	[Floating Rate Convention/Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention][Not Applicable]
(c)	Additional Business Centre(s):	[ ]
(d)	Party responsible for calculating the Rate of Interest and Interest Amount (if not the Agent):	[ ] (the **Calculation Agent**)
(e)	Screen Rate Determination:	[Term Rate/Overnight Rate]
	• Calculation Method:	[Compounded Daily (Formula Rate)/Weighted Average/Compounded Daily (Index Rate)/Not Applicable] (*Not Applicable if the Reference Rate is EURIBOR*)
	• Reference Rate:	[[ ] month [EURIBOR] [SONIA] [SOFR] [€STR]]
	• Interest Determination Date(s):	[[●]/The date falling [●] Business Days prior to the first day of each Interest Period/First day of each Interest Period/The [●] Business Day immediately preceding the Interest Payment Date for each Interest Period (or the date falling "p" Business Days prior to such earlier date, if any, on which the Notes become due and payable)/The date falling "p" Business Days prior to the Interest Payment Date for each Interest Period (or immediately preceding such earlier date, if any, on which the Notes are due and payable)] (*The second day on which T2 is open prior to the start of each Interest Period if EURIBOR*)
	• Relevant Screen Page:	[ ] (*In the case of EURIBOR, if not Reuters EURIBOR01 ensure it is a page which shows a composite rate or amend the fallback provisions appropriately*)
	• Observation Method:	[Lag/Lock-out/Observation Shift/Not Applicable]

- Lag Look-back Period (p): [[●]/Not Applicable]
- Observation Shift Period (p): [[●]/Not Applicable]
- Compounded Index Period (p): [[●]/Not Applicable]

  (*Only applicable where the Calculation Method is Compounded Daily (Index Rate)*)
- D: [[●]/365/360/As per the Conditions]
- Relevant Decimal Place: [[●]/As per the Conditions]
- Relevant Time: [[●]/Not Applicable]

  (*Only applicable where the Calculation Method is Compounded Daily (Index Rate)*)

(f) Linear Interpolation: [Not Applicable/Applicable – the Rate of Interest for the [long/short] [first/last] Interest Period shall be calculated using Linear Interpolation (*specify for each short or long interest period*)]

(g) Margin(s): [+/-][ ] per cent. per annum

[The Margin will initially be [+/-] [ ] per cent. per annum (the **Initial Margin**) unless adjusted, as applicable, in accordance with the provisions of paragraph [15(k)] below resulting in the application of the Step Up Margin, the aggregate of the Initial Margin plus the Step Up Margin (the **Adjusted Margin**). For the avoidance of doubt, notwithstanding any adjustment in accordance with the provisions below, the Margin in respect of any Interest Period shall never be lower than the Initial Margin nor higher than the Adjusted Margin.]

(h) Minimum Rate of Interest: [ ] per cent. per annum

(i) Maximum Rate of Interest: [ ] per cent. per annum

(j) Day Count Fraction: [Actual/Actual (ISDA)][Actual/Actual]
[Actual/365 (Fixed)]
[Actual/365 (Sterling)]
[Actual/360]
[30/360][360/360][Bond Basis]
[30E/360][Eurobond basis]
[30E/360 (ISDA)]

(k) Step Up Rating Change and/or Step Down Rating Change: [Applicable/Not Applicable]

(*If not applicable, delete the remaining subparagraph of this paragraph*)

- Step Up Margin: [[ ] per cent. per annum/Not Applicable]

16.	Zero Coupon Note Provisions:		[Applicable/Not Applicable] (*If not applicable, delete the remaining subparagraphs of this paragraph*)
	(a)	Accrual Yield:	[ ] per cent. per annum
	(b)	Reference Price:	[ ]
	(c)	Day Count Fraction in relation to Early Redemption Amounts:	[30/360] [Actual/360] [Actual/365]

PROVISIONS RELATING TO REDEMPTION

17.	Notice periods for Condition 6.2:		Minimum period: [ ] days Maximum period: [ ] days
18.	Issuer Call:		[Applicable/Not Applicable] (*If not applicable, delete the remaining subparagraphs of this paragraph*)
	(a)	Optional Redemption Date(s):	[ ]/[Any date on or after [ ] – Issuer Call Option applies. [Any date prior to but excluding [ ] – Make Whole Call Option applies.
	(b)	Optional Redemption Amount:	[For Issuer Call Option: [ ] per Calculation Amount] [For Make Whole Call Option: Make Whole Optional Redemption Amount (as specified in the Conditions)] *(If Make Whole Optional Redemption Amount is selected, include items (A) through (E) below or relevant options as set out in Condition 6.3)*
		(A) [Euro]/[Sterling] Reference Stock:	[ ]
		(B) Discount Margin:	[ ]/ [Not Applicable]
		(C) Determination Date:	[ ] Business Day immediately preceding the Make Whole Optional Redemption Date
		(D) Day Count Fraction:	[30/360] [Actual/Actual(ICMA)] [Actual/365 (Fixed)] [Actual/Actual (ISDA)][Actual/Actual] [Actual/365 (Sterling)] [Actual/360] [30/360][360/360][Bond Basis] [30E/360][Eurobond basis] [30E/360 (ISDA)]
		(E) Make Whole Determination Agent:	[ ]

	(c)	If redeemable in part:	[Applicable/Not Applicable] (*If not applicable, delete the remaining subparagraphs of this paragraph*)
		(i) Minimum Redemption Amount:	[For Issuer Call Option: [ ] per Calculation Amount] [For Make Whole Call Option: [ ] per Calculation Amount]
		(ii) Maximum Redemption Amount:	[For Issuer Call Option: [ ] per Calculation Amount] [For Make Whole Call Option: [ ] per Calculation Amount]
	(d)	Notice periods:	Minimum period: [ ] days Maximum period: [ ] days (*N.B. When setting notice periods, the Issuer is advised to consider the practicalities of distribution of information through intermediaries, for example, clearing systems (which require a minimum of 5 clearing system business days' notice for a call*) *and custodians, as well as any other notice requirements which may apply, for example, as between the Issuer and the Agent or Trustee*)
19.	Clean-up Call Option:		[Applicable/Not Applicable] (*If not applicable, delete the remaining subparagraphs of this paragraph*)
	(a)	Early Redemption Amount:	[ ] per Calculation Amount
	(b)	Minimum Percentage:	[ ] per cent.
20.	Investor Put other than upon a Change of Control:		[Applicable/Not Applicable] (*If not applicable, delete the remaining subparagraphs of this paragraph*)
	(a)	Optional Redemption Date(s):	[ ]
	(b)	Optional Redemption Amount:	[ ] per Calculation Amount
	(c)	Notice periods:	Minimum period: [ ] days Maximum period: [ ] days (*N.B. When setting notice periods, the Issuer is advised to consider the practicalities of distribution of information through intermediaries, for example, clearing systems (which require a minimum of 15 clearing system business days' notice for a put) and custodians, as well as any*

other notice requirements which may apply, for example, as between the Issuer and the Agent or Trustee)

21.	Investor Put Option upon a Change of Control:	[Applicable/Not Applicable] (*If not applicable, delete the remaining subparagraphs of this paragraph*)
	Early Redemption Amount:	[ ] per Calculation Amount
22.	Final Redemption Amount:	[ ] per Calculation Amount
23.	Early Redemption Amount payable on redemption for taxation reasons or on event of default:	[ ] per Calculation Amount (*N.B. If the Final Redemption Amount is 100 per cent. of the nominal value (i.e. par), the Early Redemption Amount is likely to be par (but consider). If, however, the Final Redemption Amount is other than 100 per cent. of the nominal value, consideration should be given to what the Early Redemption Amount should be.*)

GENERAL PROVISIONS APPLICABLE TO THE NOTES

24.	Form of Notes:	
	(a) [Form:]	[Temporary Global Note exchangeable for a Permanent Global Note which is exchangeable for Definitive Notes [on 60 days' notice given at any time/only upon an Exchange Event]] [Temporary Global Note exchangeable for Definitive Notes on and after the Exchange Date] [Permanent Global Note exchangeable for Definitive Notes [on 60 days' notice given at any time/only upon an Exchange Event/at any time at the request of the Issuer]] [Swiss Permanent Global Note exchangeable for definitive Swiss Notes in the limited circumstances specified in the Swiss Permanent Global Note] (*N.B. The exchange upon notice/at any time options should not be expressed to be applicable if the Specified Denomination of the Notes in paragraph 6 includes language substantially to the following effect: "[€100,000] and integral multiples of [€1,000] in excess thereof up to and including [€199,000]." Furthermore, such Specified Denomination construction is not permitted in relation to any issue of Notes which is to be represented on issue by a Temporary Global Note exchangeable for Definitive Notes.*)
	(b) [New Global Note:	[Yes][No]] *(In the case of a Swiss Permanent Global Note, this must be No)*

25.	Additional Financial Centre(s):	[Not Applicable/*give details*] [Zurich, Switzerland] *(in the case of Swiss Notes listed on the SIX Swiss Exchange)* (*Note that this paragraph relates to the place of payment and not Interest Period end dates to which sub-paragraph 15(c) relates*)
26.	Talons for future Coupons to be attached to Definitive Notes (and dates on which such Talons mature):	[Yes, as the Notes have more than 27 coupon payments, Talons may be required if, on exchange into definitive form, more than 27 coupon payments are still to be made/No]
27.	Use of Proceeds:	[ ] (*The above is only relevant in the case of Swiss Notes listed on the SIX Swiss Exchange*)
PROVISIONS RELATING TO RMB DENOMINATED NOTES		[Applicable/Not Applicable] (*If not applicable, delete the remaining subparagraphs of this paragraph*)
28.	RMB Currency Event:	[Applicable/Not Applicable]
29.	Spot Rate (if different from that set out in Condition 5.8):	[*Specify/Not* Applicable]
30.	Party responsible for calculating the Spot Rate:	[*Give name* (the **RMB Calculation Agent**)]
31.	Relevant Currency (if different from that set out in Condition 5.8):	[*Specify/Not* Applicable]
32.	RMB Settlement Centre(s):	[*Specify/Not* Applicable]

RESPONSIBILITY

The Issuer and the Guarantor accept responsibility for the information contained in these Final Terms. [[*Relevant third party information*] has been extracted from [*specify source*]. [Each of the/The] Issuer [and the Guarantor] confirms that such information has been accurately reproduced and that, so far as it is aware and is able to ascertain from information published by [*specify source*], no facts have been omitted which would render the reproduced information inaccurate or misleading].

[*In the case of Swiss Notes listed on the SIX Swiss Exchange, insert:* The Issuer and the Guarantor confirm that, to the best of their knowledge, the information contained in the Swiss Prospectus is correct and no material facts or circumstances have been omitted.]

Signed on behalf of [CRH Finance DAC/CRH Funding B.V./CRH SMW Finance DAC]:	Signed on behalf of CRH plc:
By:..... *Duly authorised*	By: ..... *Duly authorised*

PART B – OTHER INFORMATION

1. LISTING

(i)	Admission to trading:	*(Where documenting a fungible issue need to indicate that original securities are already admitted to trading)* [Application has been made to Euronext Dublin for the Notes to be admitted to the Official List of Euronext Dublin and trading on its regulated market with effect from [ ].] [Application is expected to be made by the Issuer (or on its behalf) for the Notes to be admitted to the Official List of Euronext Dublin and trading on its regulated market with effect from [ ].][Not Applicable] [Application has been made for the Notes to be provisionally admitted to trading on the SIX Swiss Exchange with effect from [ ]. The last trading day is expected to be [*second business day prior to the Maturity Date*]. [Application for definitive listing in accordance with the Standard for Bonds on the SIX Swiss Exchange will be made as soon as practicable and, if granted, will only be granted after the Issue Date.] [*Representation* In accordance with Articles 43 and 58a of the Listing Rules of the SIX Swiss Exchange, [*name of recognised representative*], located at [*address of recognised representative*] has been appointed by the Issuer and the Guarantor as recognised representative to lodge the listing application with the SIX Exchange Regulation of the SIX Swiss Exchange. [Not Applicable.]]
(ii)	Estimate of total expenses related to admission to trading:	[ ]
(iii)	Minimum trading size:	[ ] [Not Applicable] (*N.B. Required in case of Notes listed on SIX Swiss Exchange, if only multiple denominations can be traded*)

2. RATINGS

Ratings:	[The Notes to be issued [[have been]/[are expected to be]] rated]/[The following ratings

reflect ratings assigned to Notes of this type issued under the Programme generally]:

[*insert details*] by [*insert legal names of relevant CRA(s)*].

[Each of] [*defined* terms] is established in the [European Economic Area/United Kingdom] and is registered under [Regulation (EC) No. 1060/2009 (as amended) (the **CRA Regulation**)/Regulation (EC) No. 1060/2009 (as amended) as it forms part of UK domestic law by virtue of the European Union (Withdrawal Act) 2018 (the **UK CRA Regulation**)].

[*Need to include a brief explanation of the meaning of the ratings if this has previously been published by the rating provider.*]

3. INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE ISSUE

[Save for any fees [of [*insert relevant fee disclosure*]] payable to the [Managers/Dealers], so far as the Issuer is aware, no person involved in the issue of the Notes has an interest material to the offer. The [Managers/Dealers] and their respective affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform other services for, the Issuer and the Guarantor and their affiliates in the ordinary course of business - *Amend as appropriate if there are other interests*]

(When adding any other description, consideration should be given as to whether such matters described constitute "significant new factors" and consequently trigger the need for a supplement to the Base Prospectus under Article 23 of the Prospectus Regulation.)

4. YIELD
(FIXED RATE NOTES ONLY)

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

5. REASONS FOR THE OFFER AND ESTIMATED NET PROCEEDS

(i)	Reasons for the offer:	[See "Use of Proceeds" in the Base Prospectus/*Give details*] (*See "Use of Proceeds" wording in the Base Prospectus – if reasons for offer different from what is disclosed in the Base Prospectus, give details*)
(ii)	Estimated net proceeds:	[ ]

6. OPERATIONAL INFORMATION

(i)	ISIN:	[ ]

(ii)	Common Code:	[ ]
(iii)	CFI:	[[See/[[include code], as updated, as set out on] the website of the Association of National Numbering Agencies (ANNA) or alternatively sourced from the responsible National Numbering Agency that assigned the ISIN/Not Applicable/Not Available]
(iv)	FISN:	[[See/[[include code], as updated, as set out on] the website of the Association of National Numbering Agencies (ANNA) or alternatively sourced from the responsible National Numbering Agency that assigned the ISIN/Not Applicable/Not Available]
(v)	Swiss Security Number:	[ ] [Not Applicable]
(vi)	Any clearing system(s) other than Euroclear, Clearstream, Luxembourg and SIX SIS AG and the relevant identification number(s):	[Not Applicable*/give name(s) and number(s)*]
(vii)	Delivery:	Delivery [against/free of] payment
(viii)	Names and addresses of initial Paying Agent(s):	[ ] [Not Applicable]
(ix)	Deemed delivery of clearing system notices for the purposes of Condition 13:	Any notice delivered to Noteholders through the clearing systems will be deemed to have been given on the [second] [business] day after the day on which it was given to Euroclear and Clearstream, Luxembourg.
(x)	Names and addresses of additional Paying Agent(s) (including, in the case of Swiss Notes, the Swiss Paying Agent(s)) (if any):	[ ] [Not Applicable]
(xi)	Intended to be held in a manner which would allow Eurosystem eligibility:	[Yes. Note that the designation "yes" simply means that the Notes are intended upon issue to be deposited with one of the ICSDs as common safekeeper and does not necessarily mean that the Notes will be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend on the ECB being satisfied that the Eurosystem eligibility criteria have been met.]/ [No. Whilst the designation is specified as "no" at the date of these Final Terms, should the Eurosystem eligibility criteria be amended in the

future such that the Notes are capable of meeting them the Notes may then be deposited with one of the ICSDs as common safekeeper. Note that this does not necessarily mean that the Notes will then be recognised as eligible collateral for Eurosystem monetary policy and intra day credit operations by the Eurosystem at any time during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.]]

(xii) DISTRIBUTION

(A)	Method of distribution:	[Syndicated/Non-syndicated]
(B)	If syndicated, names of Managers:	[Not Applicable/*give names*]
(C)	Stabilisation Manager(s) (if any):	[Not Applicable/*give name*]
(D)	If non-syndicated, name and address of relevant Dealer:	[Not Applicable/*give name and address*]
(E)	U.S. Selling Restrictions:	[Reg. S Compliance Category [1/2/3]; TEFRA D/TEFRA C/TEFRA not applicable]]
(F)	Prohibition of Sales to EEA Retail Investors:	[Applicable/Not Applicable] (*If the Notes clearly do not constitute "packaged" products or the Notes do constitute "packaged" products and a key information document will be prepared in the EEA, "Not Applicable" should be specified. If the Notes may constitute "packaged" products and no key information document will be prepared in the EEA or the Issuer wishes to prohibit offers to EEA retail investors for any other reason, "Applicable" should be specified.*)
(G)	Prohibition of Sales to UK Retail Investors:	[Applicable/Not Applicable] (*If the Notes clearly do not constitute consumer composite investments or the Notes do constitute consumer composite investments and a disclosure document will be prepared in the UK, "Not Applicable" should be specified. If the Notes may constitute consumer composite investments and no disclosure document will be prepared in the UK or the Issuer wishes to prohibit offers to UK retail investors for any other reason, "Applicable" should be specified.*)
(H)	Prohibition of Sales to Belgian Consumers:	[Applicable/Not Applicable]

(N.B. advice should be taken from Belgian counsel before disapplying this selling restriction.)

TERMS AND CONDITIONS OF THE NOTES

The following are the Terms and Conditions of the Notes which will be incorporated by reference into each Global Note (as defined below) and each definitive Note, in the latter case only if permitted by the relevant stock exchange or other relevant authority (if any) and agreed by the relevant Issuer and the relevant Dealer at the time of issue but, if not so permitted and agreed, such definitive Note will have endorsed thereon or attached thereto such Terms and Conditions. The applicable Final Terms (or the relevant provisions thereof) will be endorsed upon, or attached to, each Global Note and definitive Note or, as the case may be, each Swiss Permanent Global Note and definitive Swiss Note. Reference should be made to "Form of the Notes" for a description of the content of Final Terms which will specify which of such terms are to apply in relation to the relevant Notes.

This Note is one of a Series (as defined below) of Notes issued by whichever of CRH Finance DAC (**CRH Finance**), CRH Funding B.V. (**CRH Funding B.V.**) or CRH SMW Finance DAC (**CRH SMW**) is specified as the Issuer in the applicable Final Terms (as defined below) and references to the **Issuer** shall be construed accordingly. This Note is constituted by an amended and restated trust deed (such amended and restated trust deed as modified and/or supplemented and/or restated from time to time, the **Trust Deed**) dated 15 August 2025 between CRH Finance, CRH Funding B.V. and CRH SMW and CRH plc (as guarantor (the **Guarantor**)) and Deutsche Trustee Company Limited (the **Trustee**, which expression shall include any successor as Trustee).

References herein to the **Notes** shall be references to the Notes of this Series and shall mean:

(a) in relation to any Notes represented by a global Note (a **Global Note**), units of each Specified Denomination in the Specified Currency;

(b) any Global Note (including a Swiss Permanent Global Note (as defined below)); and

(c) any definitive Notes issued in exchange for a Global Note.

The Notes and the Coupons (as defined below) have the benefit of an amended and restated agency agreement (such amended and restated agency agreement as amended and/or supplemented and/or restated from time to time, the **Agency Agreement**) dated 15 August 2025 and made between CRH Finance, CRH Funding B.V. and CRH SMW, the Guarantor, the Trustee, Deutsche Bank AG, London Branch as issuing and principal paying agent and agent bank in respect of all Notes other than Swiss Notes (as defined below) (the **Agent**, which expression shall include any successor agent, and together with any additional or successor paying agents appointed from time to time, the **Paying Agents**) and UBS AG as issuing and principal paying agent or any other issuing and principal paying agent specified in the applicable Final Terms in respect of Notes represented on issue by a Swiss Permanent Global Note (the **Principal Swiss Paying Agent**, which expression shall include any successor principal Swiss paying agent). If this Note is represented on issue by a Swiss Permanent Global Note, the Principal Swiss Paying Agent and the other Swiss paying agents named in the applicable Final Terms will act as **Agent** and **Paying Agents**, respectively, in respect of this Note and the expressions Agent and Paying Agents shall be construed accordingly. In respect of each Tranche of Swiss Notes, the Issuer shall enter into a Supplemental Agency Agreement (substantially in the form of Schedule 3 to the Agency Agreement) with, *inter alios*, the Principal Swiss Paying Agent, copies of which will be obtainable during normal business hours at the specified offices of the Principal Swiss Paying Agent.

The final terms for this Note (or the relevant provisions thereof) are set out in Part A of the Final Terms attached to or endorsed on this Note which complete these Terms and Conditions (the **Conditions**) and may specify other terms and conditions which shall, to the extent so specified or to the extent inconsistent with the Conditions, replace or modify the Conditions for the purposes of this Note. References to the **applicable Final Terms** are, unless otherwise stated, to Part A of the Final Terms (or the relevant provisions thereof) attached to or endorsed on this Note.

Interest bearing definitive Notes have interest coupons (**Coupons**) and, in the case of Notes which, when issued in definitive form, have more than 27 interest payments remaining, talons for further Coupons (**Talons**) attached on issue. Any reference herein to Coupons or coupons shall, unless the context otherwise requires, be deemed to include a reference to Talons or talons.

Any reference to **Noteholders** or **holders** in relation to any Notes shall mean the holders of the Notes and shall, in relation to any Notes represented by a Global Note, be construed as provided below. Any reference herein to **Couponholders** shall mean the holders of the Coupons and shall, unless the context otherwise requires, include the holders of the Talons. The Trustee acts for the benefit of the holders for the time being of the Notes (the **Noteholders**, which expression shall, in relation to any Notes represented by a Global Note, be construed as provided below), the holders of the Coupons (the **Couponholders**, which expression shall, unless the context otherwise requires, include the holders of the Talons), in accordance with the provisions of the Trust Deed.

As used herein, **Tranche** means Notes which are identical in all respects (including as to listing and admission to trading) and **Series** means a Tranche of Notes together with any further Tranche or Tranches of Notes which (a) are expressed to be consolidated and form a single series and (b) have the same terms and conditions or terms and conditions which are the same in all respects save for the amount and date of the first payment of interest thereon and the date from which interest starts to accrue.

Copies of the Trust Deed and the Agency Agreement (i) are available for inspection during normal business hours at the registered office for the time being of the Trustee being at 21 Moorfields, London EC2Y 9DB and at the specified office of each of the Paying Agents or (ii) may be provided by email to a Noteholder following their prior written request to the Agent, the Trustee or any other Paying Agent and provision of proof of holding and identity (in a form satisfactory to the Agent, the Trustee or the relevant Paying Agent, as the case may be). Copies of the applicable Final Terms are available for viewing at the registered office of the Issuer and of the Agent and copies may be obtained from those offices save that, if this Note is neither admitted to trading on a regulated market in the European Economic Area or a UK regulated market as defined in Regulation (EU) No 600/2014 as it forms part of United Kingdom domestic law by virtue of the European Union (Withdrawal) Act 2018 nor offered in the European Economic Area or the United Kingdom in circumstances where a prospectus is required to be published under Regulation (EU) 2017/1129 or the Financial Services and Markets Act 2000, as the case may be, the applicable Final Terms will only be obtainable by a Noteholder holding one or more Notes and such Noteholder must produce evidence satisfactory to the Issuer, the Trustee and the relevant Paying Agent as to its holding of such Notes and identity. The Noteholders and the Couponholders are deemed to have notice of, and are entitled to the benefit of, all the provisions of the Trust Deed and the applicable Final Terms which are applicable to them and are deemed to have notice of all the provisions of the Agency Agreement applicable to them. The statements in the Conditions include summaries of, and are subject to, the detailed provisions of the Trust Deed and the Agency Agreement.

Words and expressions defined in the Trust Deed, the Agency Agreement or used in the applicable Final Terms shall have the same meanings where used in the Conditions unless the context otherwise requires or unless otherwise stated and provided that, in the event of inconsistency between the Trust Deed and the Agency Agreement, the Trust Deed will prevail and, in the event of inconsistency between the Trust Deed or the Agency Agreement and the applicable Final Terms, the applicable Final Terms will prevail.

As used herein, **euro** means the currency introduced at the start of the third stage of European economic and monetary union pursuant to the Treaty on the Functioning of the European Union, as amended. **CNY**, **RMB** and **Renminbi** each mean the currency of the PRC and **PRC** means the People's Republic of China which for the purpose of these Terms and Conditions, excludes the Hong Kong Special Administrative Region of the PRC, the Macao Special Administrative Region of the PRC and Taiwan.

1. FORM, DENOMINATION AND TITLE

The Notes are in bearer form and, in the case of definitive Notes, serially numbered, in the currency (the **Specified Currency**) and the denominations (the **Specified Denomination(s)**) specified in the applicable Final Terms. Notes of one Specified Denomination may not be exchanged for Notes of another Specified Denomination.

This Note may be a Fixed Rate Note, a Floating Rate Note or a Zero Coupon Note, or a combination of any of the foregoing, depending upon the Interest Basis shown in the applicable Final Terms.

Definitive Notes are issued with Coupons attached, unless they are Zero Coupon Notes in which case references to Coupons and Couponholders in the Conditions are not applicable.

Subject as set out below, title to the Notes and Coupons will pass by delivery. The Issuer, the Guarantor, the Paying Agents and the Trustee will (except as otherwise required by law) deem and treat the bearer of any Note or Coupon as the absolute owner thereof (whether or not overdue and notwithstanding any notice of ownership or writing thereon or notice of any previous loss or theft thereof) for all purposes but, in the case of any Global Note, without prejudice to the provisions set out in the next succeeding paragraph.

Save as provided below in respect of Swiss Notes, for so long as any of the Notes is represented by a Global Note held on behalf of Euroclear Bank SA/NV (**Euroclear**) and/or Clearstream Banking S.A. (**Clearstream, Luxembourg**), each person (other than Euroclear or Clearstream, Luxembourg) who is for the time being shown in the records of Euroclear or of Clearstream, Luxembourg as the holder of a particular nominal amount of such Notes (in which regard any certificate or other document issued by Euroclear or Clearstream, Luxembourg as to the nominal amount of such Notes standing to the account of any person shall be conclusive and binding for all purposes save in the case of manifest error) shall be treated by the Issuer, the Guarantor, the Paying Agents and the Trustee as the holder of such nominal amount of such Notes for all purposes other than with respect to the payment of principal or interest on such nominal amount of such Notes, for which purpose the bearer of the relevant Global Note shall be treated by the Issuer, the Guarantor, any Paying Agent and the Trustee as the holder of such nominal amount of such Notes in accordance with and subject to the terms of the relevant Global Note and the expressions **Noteholder** and **holder of Notes** and related expressions shall be construed accordingly. In determining whether a particular person is entitled to a particular nominal amount of Notes as aforesaid, the Trustee may rely on such evidence and/or information and/or certification as it shall, in its absolute discretion, think fit and, if it does so rely, such evidence and/or information and/or certification shall, in the absence of manifest error, be conclusive and binding on all concerned.

Notes denominated in Swiss Francs and to be listed on the SIX Swiss Exchange (**Swiss Notes**) will be issued in the form of a Swiss permanent global note (the **Swiss Permanent Global Note**).

A Swiss Permanent Global Note will be deposited by the Principal Swiss Paying Agent with SIX SIS AG, the Swiss Securities Services Corporation in Olten, Switzerland (**SIS**) or any other intermediary in Switzerland recognised for such purposes by the SIX Swiss Exchange (SIS or any such other intermediary, the **Intermediary**) until final redemption of the Swiss Notes or the exchange of the Swiss Permanent Global Note for definitive Notes with Coupons attached as set out below. Once a Swiss Permanent Global Note has been deposited with the Intermediary and the relevant interests in the Swiss Notes have been entered into the accounts of one or more participants of the Intermediary, the Swiss Notes will constitute intermediated securities (*Bucheffekten*) (**Intermediated Securities**) in accordance with the provisions of the Swiss Federal Intermediated Securities Act (*Bucheffektengesetz*).

Each holder of Swiss Notes shall have a quotal co-ownership interest (*Miteigentumsanteil*) in the Swiss Permanent Global Note to the extent of its claim against the Issuer, provided that for so long as the Swiss Permanent Global Note remains deposited with the Intermediary, the co-ownership interest shall be suspended and the Swiss Notes may only be transferred or otherwise disposed of in accordance with the provisions of the Swiss Federal Intermediated Securities Act (*Bucheffektengesetz*) i.e. by entry of the transferred Swiss Notes in a securities account of the transferee.

The records of the Intermediary will determine the nominal amount of Swiss Notes represented by the Swiss Permanent Global Note and held by or through each participant in the Intermediary. The holders of Swiss Notes held in the form of Intermediated Securities will be the persons for the time being shown in the records of any custodian (*Verwahrungsstelle*) as holding the relevant nominal amount of Swiss Notes in a securities account (*Effektenkonto*) with such custodian (*Verwahrungsstelle*) which is in their name (and the expression **holder** of Swiss Notes and related expressions shall be construed accordingly).

Holders of Swiss Notes shall not have the right to effect or demand the conversion of the Swiss Permanent Global Note into, or the delivery of uncertificated securities (*Wertrechte*) or definitive Swiss Notes (*Wertpapiere*).

No physical delivery of Swiss Notes shall be made unless and until definitive Swiss Notes (*Wertpapiere*) are printed. The Swiss Permanent Global Note shall be exchangeable in whole, but not in part, for definitive Notes (*Wertpapiere*) only if the Principal Swiss Paying Agent deems the printing of definitive Notes (*Wertpapiere*) to be necessary or useful, after consultation with the Issuer, or if, under Swiss or any other applicable laws and regulations, the enforcement of obligations under the Swiss Notes can only be ensured by means of presentation of definitive Notes (*Wertpapiere*). Should the Principal Swiss Paying Agent so determine, it shall provide for the printing and delivery of definitive Notes (*Wertpapiere*) with Coupons attached in accordance with the rules and regulations of the Intermediary and without cost to holders of the Swiss Notes. Should definitive Notes (*Wertpapiere*) with Coupons attached be so printed, the Swiss Permanent Global Note will immediately be cancelled by the Principal Swiss Paying Agent and the definitive Swiss Notes (*Wertpapiere*) with Coupons attached shall be delivered to the relevant holders of the Swiss Notes against cancellation of the relevant Swiss Notes in such holder's securities accounts.

Notes which are represented by a Global Note will be transferable only in accordance with the rules and procedures for the time being of Euroclear, Clearstream, Luxembourg and/or the Intermediary, as the case may be. References to Euroclear and/or Clearstream, Luxembourg and/or the Intermediary shall, whenever the context so permits, be deemed to include a reference to any additional or alternative clearing system specified in the applicable Final Terms.

2. STATUS OF THE NOTES AND THE GUARANTEE

2.1 Status of the Notes

The Notes and any relative Coupons are direct, unconditional, unsubordinated and (subject to the provisions of Condition 3) unsecured obligations of the Issuer and rank *pari passu* among themselves and (save for certain obligations required to be preferred by law) equally with all other unsecured obligations (other than subordinated obligations, if any) of the Issuer, from time to time outstanding but, in the event of insolvency, only to the extent permitted by applicable laws relating to creditors' rights.

2.2 Status of the Guarantee

The payment of principal and interest in respect of the Notes and all other moneys payable by the Issuer under or pursuant to the Trust Deed has been unconditionally and irrevocably guaranteed by the Guarantor in the Trust Deed (the **Guarantee**). The obligations of the Guarantor under the Guarantee are direct, unconditional, unsubordinated and (subject to the provisions of Condition 3) unsecured obligations of the Guarantor and (save for certain obligations required to be preferred by law) rank and will rank equally with all other outstanding unsecured obligations (other than subordinated obligations, if any) of the Guarantor, present and future, but, in the event of insolvency, only to the extent permitted by applicable laws relating to creditors' rights.

3. NEGATIVE PLEDGE

So long as any of the Notes or Coupons remain outstanding (as defined in the Trust Deed), each of the Issuer and the Guarantor undertakes that it will not and, in the case of the Guarantor, that it will procure that no Principal Subsidiary (as defined below) will, create or have outstanding any mortgage, charge, pledge lien or other form of encumbrance or security interest (each a **Security Interest**) other than a Permitted Security Interest (as defined below) upon the whole or any part of its undertaking, assets or revenues (including any uncalled capital), present or future, in order to secure any Relevant Debt (as defined below) or to secure any guarantee of or indemnity in respect of any Relevant Debt, unless at the same time or prior thereto, the Issuer's obligations under the Notes, the Coupons and the Trust Deed or, as the case may be, the Guarantor's obligations under the Guarantee (A) are secured equally and rateably therewith to the satisfaction of the Trustee or (B) have the benefit of such other security, guarantee, indemnity or other arrangement as the Trustee in its absolute discretion shall deem to be not materially less beneficial to the Noteholders or as shall be approved by an Extraordinary Resolution (as defined in the Trust Deed) of the Noteholders.

For the purposes of these Conditions:

Group means the Guarantor and its Subsidiaries, taken as a whole;

Permitted Security Interest means:

(a) any Security Interest arising solely by operation of law; or

(b) any Security Interest upon the whole or any part of the present or future undertaking, assets or revenues (including any uncalled capital) of any company which is acquired by the Issuer, the Guarantor or a Principal Subsidiary, as the case may be, after the date on which agreement is reached to issue the first Tranche of the Notes and where such Security Interest was created prior to the date of such acquisition, provided that such Security Interest was not created in contemplation of such acquisition and the amount thereby secured has not been increased in contemplation of, or since the date of, such acquisition; or

(c) any Security Interest in respect of Relevant Debt which exists on the date on which agreement is reached to issue the first Tranche of the Notes; or

(d) any extension, renewal or replacement (or successive extensions, renewals or replacements), as a whole or in part, of any Security Interest referred to in any of the foregoing paragraphs or of any Relevant Debt secured thereby; or

(e) any one or more other Security Interest(s) not falling within (a) to (d) above and securing indebtedness the principal, capital or nominal amount of which does not exceed 10 per cent. of Consolidated Tangible Net Worth (as defined in Condition 9.1) or its equivalent in other currencies at any time;

Principal Subsidiary means:

(a) any Subsidiary of the Guarantor which is an active trading company and whose unconsolidated net assets or pre-tax profit, as the case may be, equal or exceed 10 per cent. of the consolidated net assets or adjusted consolidated pre-tax profit, respectively, of the Group, and for the purposes of the above:

(i) the consolidated net assets of the Group shall be ascertained by reference to the latest audited published consolidated accounts of the Group;

(ii) the adjusted consolidated pre-tax profit of the Group shall be the aggregate of:

(A) the consolidated pre-tax profit of the Group ascertained by reference to the latest audited published consolidated accounts of the Group; and

(B) the consolidated pre-tax profit (the pre-acquisition profit) of any Subsidiary which became a member of the Group during the period for which the latest audited published consolidated accounts of the Group were prepared (an acquired Subsidiary) for the part of that period which falls before the effective date of that acquisition, calculated in accordance with accounting standards used in the preparation of the latest audited published accounts of the Group;

(iii) the net assets of any Subsidiary shall be the net assets of that Subsidiary calculated in accordance with accounting standards used in the preparation of the latest audited published accounts of the Group; and

(iv) the pre-tax profit of any Subsidiary shall be the pre-tax profit of that Subsidiary calculated in accordance with accounting standards used in the preparation of the latest audited published accounts of the Group plus, in the case of any acquired Subsidiary, an amount equal to any pre-acquisition, pre-tax profit.

For the purposes of the above, **net assets** in respect of the Group or any such Subsidiary means the fixed assets and current assets of the Group or that trading Subsidiary (as the case may be) but excluding investments in any Subsidiary and intra group balances; or

(b) a Subsidiary of the Guarantor to which has been transferred (whether by one transaction or a series of transactions, related or not) the whole or substantially the whole of the assets of a Subsidiary which immediately prior to the relevant transaction(s) was a Principal Subsidiary.

A certificate signed by two directors of the Guarantor whether or not addressed to the Trustee that, in their opinion, a Subsidiary of the Guarantor is or is not or was or was not at any particular time or throughout any specified period, a Principal Subsidiary shall, in the absence of manifest error, be conclusive and binding on the Issuer, the Guarantor and the Noteholders, all as further provided in the Trust Deed;

Relevant Debt means any present or future indebtedness in the form of, or represented by, bonds, notes, debentures, loan stock or other securities that are for the time being, or are intended to be (with the agreement of the issuer thereof) quoted, listed or ordinarily dealt in on any stock exchange, over-the-counter or other securities market and which have an original maturity of more than one year; and

Subsidiary means any entity whose affairs are required by law or in accordance with the generally accepted accounting principles used in the preparation of the audited annual

consolidated financial statements of the Guarantor to be fully consolidated in such financial statements.

4. INTEREST

4.1 Interest on Fixed Rate Notes

Each Fixed Rate Note bears interest from (and including) the Interest Commencement Date at the rate(s) per annum equal to the Rate(s) of Interest. Interest will be payable in arrear on the Interest Payment Date(s) in each year up to (and including) the Maturity Date.

If the Notes are in definitive form, except as provided in the applicable Final Terms, the amount of interest payable on each Interest Payment Date in respect of the Fixed Interest Period ending on (but excluding) such date will amount to the Fixed Coupon Amount. Payments of interest on any Interest Payment Date will, if so specified in the applicable Final Terms, amount to the Broken Amount so specified.

As used in the Conditions, **Fixed Interest Period** means the period from (and including) an Interest Payment Date (or the Interest Commencement Date) to (but excluding) the next (or first) Interest Payment Date.

Except in the case of Notes in definitive form where an applicable Fixed Coupon Amount or Broken Amount is specified in the applicable Final Terms, interest shall be calculated in respect of any period by applying the Rate of Interest to:

(A) in the case of Fixed Rate Notes which are represented by a Global Note, the aggregate outstanding nominal amount of the Fixed Rate Notes represented by such Global Note; or

(B) in the case of Fixed Rate Notes in definitive form, the Calculation Amount;

and, in each case, multiplying such sum by the applicable Day Count Fraction.

The resultant figure (including after application of any Fixed Coupon Amount or Broken Amount, as applicable, to the Calculation Amount in the case of Fixed Rate Notes in definitive form) shall be rounded to the nearest sub-unit of the relevant Specified Currency, half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention.

Where the Specified Denomination of a Fixed Rate Note in definitive form is a multiple of the Calculation Amount, the amount of interest payable in respect of such Fixed Rate Note shall be the product of the amount (determined in the manner provided above) for the Calculation Amount and the amount by which the Calculation Amount is multiplied to reach the Specified Denomination, without any further rounding.

Day Count Fraction means, in respect of the calculation of an amount of interest in accordance with this Condition 4.1:

(a) if "Actual/Actual (ICMA)" is specified in the applicable Final Terms:

(i) in the case of Notes where the number of days in the relevant period from (and including) the most recent Interest Payment Date (or, if none, the Interest Commencement Date) to (but excluding) the relevant payment date (the **Accrual Period**) is equal to or shorter than the Determination Period during which the Accrual Period ends, the number of days in such Accrual Period divided by the product of (I) the number of days in such Determination Period and (II) the

number of Determination Dates (as specified in the applicable Final Terms) that would occur in one calendar year; or

(ii) in the case of Notes where the Accrual Period is longer than the Determination Period during which the Accrual Period ends, the sum of:

(A) the number of days in such Accrual Period falling in the Determination Period in which the Accrual Period begins divided by the product of (x) the number of days in such Determination Period and (y) the number of Determination Dates that would occur in one calendar year; and

(B) the number of days in such Accrual Period falling in the next Determination Period divided by the product of (x) the number of days in such Determination Period and (y) the number of Determination Dates that would occur in one calendar year;

(b) if "30/360" is specified in the applicable Final Terms, the number of days in the period from (and including) the most recent Interest Payment Date (or, if none, the Interest Commencement Date) to (but excluding) the relevant payment date (such number of days being calculated on the basis of a year of 360 days with 12 30-day months) divided by 360;

(c) if "Actual/365 (Fixed)" is specified in the applicable Final Terms, the actual number of days in the Interest Period divided by 365; and

(d) if "Actual/Actual Canadian Compound Method" is specified in the applicable Final Terms, (i) where interest is paid semi-annually, when calculating interest for a full semi-annual fixed rate interest period the day count fraction is 30/360 and (ii) whenever it is necessary to compute any amount of accrued interest in respect of the Notes for a period of less than one full year, other than in respect of a full semi-annual fixed rate interest period, such interest will be calculated on the basis of the actual number of days in the period and a year of 365 days.

In the Conditions:

Determination Period means each period from (and including) a Determination Date to (but excluding) the next Determination Date (including, where either the Interest Commencement Date or the final Interest Payment Date is not a Determination Date, the period commencing on the first Determination Date prior to, and ending on the first Determination Date falling after, such date); and

sub unit means, with respect to any currency other than euro, the lowest amount of such currency that is available as legal tender in the country of such currency and, with respect to euro, one cent.

In the case of Notes denominated in Renminbi, if:

(a) "Interest Payment Date Adjustment" is specified in the applicable Final Terms; and

(b) (x) there is no numerically corresponding day in the calendar month in which an Interest Payment Date should occur or (y) any Interest Payment Date would otherwise fall on a day which is not a Business Day,

then such Interest Payment Date shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event such Interest Payment Date shall be brought forward to the immediately preceding Business Day. For these purposes, **Business Day** has the meaning given to in Condition 4.2(a) below.

4.2 Interest on Floating Rate Notes

(a) Interest Payment Dates

Each Floating Rate Note bears interest from (and including) the Interest Commencement Date and such interest will be payable in arrear on either:

(i) the Specified Interest Payment Date(s) in each year specified in the applicable Final Terms; or

(ii) if no Specified Interest Payment Date(s) is/are specified in the applicable Final Terms, each date (each such date, together with each Specified Interest Payment Date, an **Interest Payment Date**) which falls the number of months or other period specified as the Specified Period in the applicable Final Terms after the preceding Interest Payment Date or, in the case of the first Interest Payment Date, after the Interest Commencement Date.

Such interest will be payable in respect of each Interest Period. In the Conditions, **Interest Period** means the period from (and including) an Interest Payment Date (or the Interest Commencement Date) to (but excluding) the next (or first) Interest Payment Date) or the relevant payment date if the Notes become payable on a date other than an Interest Payment Date.

If a Business Day Convention is specified in the applicable Final Terms and (x) if there is no numerically corresponding day in the calendar month in which an Interest Payment Date should occur or (y) if any Interest Payment Date would otherwise fall on a day which is not a Business Day, then, if the Business Day Convention specified is:

(A) in any case where Specified Periods are specified in accordance with Condition 4.2(a)(ii) above, the Floating Rate Convention, such Interest Payment Date (a) in the case of (x) above, shall be the last day that is a Business Day in the relevant month and the provisions of (ii) below shall apply *mutatis mutandis* or (b) in the case of (y) above, shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event (i) such Interest Payment Date shall be brought forward to the immediately preceding Business Day and (ii) each subsequent Interest Payment Date shall be the last Business Day in the month which falls the Specified Period after the preceding applicable Interest Payment Date occurred; or

(B) the Following Business Day Convention, such Interest Payment Date shall be postponed to the next day which is a Business Day; or

(C) the Modified Following Business Day Convention, such Interest Payment Date shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event such Interest Payment Date shall be brought forward to the immediately preceding Business Day; or

(D) the Preceding Business Day Convention, such Interest Payment Date shall be brought forward to the immediately preceding Business Day.

In the Conditions:

€STR means, in respect of any T2 Business Day, a reference rate equal to the daily euro short-term rate for such T2 Business Day, as provided by the European Central Bank, as the administrator of such rate (or any successor administrator of such rate), on the website of the European Central Bank (or any successor administrator of such rate) or any successor source, in each case, at the time specified by, or determined in accordance with, the applicable

methodology, policies or guidelines of the administrator of such rate, on the T2 Business Day immediately following such T2 Business Day;

Business Day, unless otherwise defined, means a day which is both:

(a) a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in each Additional Business Centre specified in the applicable Final Terms; and

(b) either (i) in relation to any sum payable in a Specified Currency other than euro or Renminbi, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in the principal financial centre of the country of the relevant Specified Currency (which if the Specified Currency is Australian dollars or New Zealand dollars shall be Sydney and Auckland, respectively) or (ii) in relation to any sum payable in euro, a day on which the Trans-European Automated Real-Time Gross Settlement Express Transfer System or any successor to or replacement for that system (**T2**) is open (**T2 Business Day**) or (iii) in relation to any sum payable in Renminbi, a day (other than a Saturday, Sunday or public holiday) on which commercial banks in the relevant RMB Settlement Centre(s) are generally open for business and settlement of Renminbi payments in the relevant RMB Settlement Centre(s);

London Banking Day means any day on which commercial banks are open for general business (including dealing in foreign exchange and foreign currency deposits) in London;

RMB Settlement Centre(s) means the financial centre(s) specified as such in the applicable Final Terms in accordance with applicable laws and regulations. If no RMB Settlement Centre is specified in the applicable Final Terms, the RMB Settlement Centre shall be deemed to be Hong Kong;

SOFR means, in respect of any U.S. Government Securities Business Day, a reference rate equal to the daily Secured Overnight Financing Rate for such U.S. Government Securities Business Day as provided by the Federal Reserve Bank of New York, as the administrator of such rate (or any successor administrator of such rate) on the website of the Federal Reserve Bank of New York (or any successor administrator of such rate) or any successor source, in each case at or about 5.00 p.m. (New York City Time) on the U.S. Government Securities Business Day immediately following such U.S. Government Securities Business Day;

SONIA means, in respect of any London Banking Day, a reference rate equal to the daily Sterling Overnight Index Average rate for such London Banking Day as provided by the administrator of SONIA to authorised distributors and as then published on the Relevant Screen Page or, if the Relevant Screen Page is unavailable, as otherwise published by such authorised distributors, in each case on the London Banking Day immediately following such London Banking Day; and

U.S. Government Securities Business Day means any day except for a Saturday, Sunday or a day on which the Securities Industry and Financial Markets Association (or any successor thereto) recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in U.S. government securities.

(b) Rate of Interest

The Rate of Interest payable from time to time in respect of Floating Rate Notes will be determined in the manner specified below.

(i) Screen Rate Determination for Floating Rate Notes – Term Rate

Where "Term Rate" is specified as the method of Screen Rate Determination in the applicable Final Terms and the relevant Reference Rate is not SONIA, SOFR or €STR, the Rate of Interest for each Interest Period will, subject to Condition 4.2(h) and as provided below, be either:

(A) the offered quotation; or

(B) the arithmetic mean (rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards) of the offered quotations,

(expressed as a percentage rate per annum) for the Reference Rate (being EURIBOR, as specified in the applicable Final Terms) which appears or appear, as the case may be, on the Relevant Screen Page (or any successor or replacement page, section, caption, column or other part of a particular information service which displays the information) as at 11.00 a.m. Brussels time on the Interest Determination Date in question plus or minus (as indicated in the applicable Final Terms) the Margin (if any), all as determined by the Agent or the Calculation Agent, as applicable. If five or more of such offered quotations are available on the Relevant Screen Page, the highest (or, if there is more than one such highest quotation, one only of such quotations) and the lowest (or, if there is more than one such lowest quotation, one only of such quotations) shall be disregarded by the Agent or the Calculation Agent, as applicable, for the purpose of determining the arithmetic mean (rounded as provided above) of such offered quotations.

The Agency Agreement contains provisions for determining the Rate of Interest in the event that the Relevant Screen Page is not available or if, in the case of (A) above, no such offered quotation appears or, in the case of (B) above, fewer than three such offered quotations appear, in each case as at the time specified in the preceding paragraph.

(ii) Screen Rate Determination for Floating Rate Notes – Overnight Rate

(A) Where "Overnight Rate" is specified as the method of Screen Rate Determination, "SONIA", "SOFR" or "€STR" is specified as the relevant Reference Rate and "Compounded Daily (Formula Rate)" is specified as the Calculation Method in the applicable Final Terms, the Rate of Interest for each Interest Period will, subject to Condition 4.2(h) and as provided below, be the Compounded Daily Reference Rate plus or minus (as indicated in the applicable Final Terms) the applicable Margin (if any), where:

Compounded Daily Reference Rate means, with respect to an Interest Period, the rate of return of a daily compound interest investment in the Specified Currency (with the applicable Reference Rate (as indicated in the applicable Final Terms and further provided for below) as the reference rate for the calculation of interest) and will be calculated by the Agent or the Calculation Agent, as applicable, on the relevant Interest Determination Date, as follows, and the resulting percentage will be rounded if necessary to the nearest Relevant Decimal Place:

$$\left[\prod_{i=1}^{d_o}\left(1+\frac{r_i \times n_i}{D}\right)-1\right]\times\frac{D}{d}$$

where:

D shall, unless otherwise specified in the applicable Final Terms, be (1) where "SONIA" is specified as the relevant Reference Rate in the applicable Final

Terms, 365; and (2) where "SOFR" or "€STR" is specified as the relevant Reference Rate in the applicable Final Terms, 360;

d is the number of calendar days in:

a. where "Lag" or "Lock-out" is specified as the Observation Method in the applicable Final Terms, the relevant Interest Period; or

b. where "Observation Shift" is specified as the Observation Method in the applicable Final Terms, the relevant Observation Period;

$\mathbf{d_o}$ is the number of Business Days in:

a. where "Lag" or "Lock-out" is specified as the Observation Method in the applicable Final Terms, the relevant Interest Period; or

b. where "Observation Shift" is specified as the Observation Method in the applicable Final Terms, the relevant Observation Period;

i is a series of whole numbers from one to d_o, each representing the relevant Business Day in chronological order from, and including, the first Business Day in:

a. where "Lag" or "Lock-out" is specified as the Observation Method in the applicable Final Terms, the relevant Interest Period; or

b. where "Observation Shift" is specified as the Observation Method in the applicable Final Terms, the relevant Observation Period;

Business Day, in this Condition 4.2(b)(ii)(A), means, (1) where "SONIA" is specified in the applicable Final Terms as the relevant Reference Rate, any day which is a London Banking Day; (2) where "SOFR" is specified in the applicable Final Terms as the relevant Reference Rate, any day which is a U.S. Government Securities Business Day; and (3) where "€STR" is specified in the applicable Final Terms as the relevant Reference Rate, any day which is a T2 Business Day;

Lock-out Period means the period from, and including, the day following the Interest Determination Date to, but excluding, the corresponding Interest Payment Date;

$\mathbf{n_i}$, for any Business Day "i", means the number of calendar days from and including such Business Day "i" up to but excluding the following Business Day;

Observation Method shall be as specified in the applicable Final Terms;

Observation Period means, in respect of an Interest Period, the period from and including the date falling "p" Business Days prior to the first day of the relevant Interest Period (and the first Observation Period shall begin on and include the date which is "p" Business Days prior to the Interest Commencement Date) and

ending on, but excluding, the date which is "p" Business Days prior to the Interest Payment Date for such Interest Period (or the date falling "p" Business Days prior to such earlier date, if any, on which the Notes become due and payable);

p means:

a. where "Lag" is specified as the Observation Method in the applicable Final Terms, the number of Business Days included in the Lag Look-back Period specified in the applicable Final Terms (or, if no such number is specified, five Business Days); or

b. where "Observation Shift" is specified as the Observation Method in the applicable Final Terms, the number of Business Days included in the Observation Shift Period specified in the applicable Final Terms (or, if no such number is specified, five Business Days);

r means in respect of the relevant Reference Rate:

a. where "Lag" or "Observation Shift" is specified as the Observation Method in the applicable Final Terms, in respect of any Business Day, the relevant Reference Rate in respect of such Business Day; or

b. where "Lock-out" is specified as the Observation Method in the applicable Final Terms:

1. in respect of any Business Day "i" that is a Reference Day, the relevant Reference Rate in respect of the Business Day immediately preceding such Reference Day; and

2. in respect of any Business Day "i" that is not a Reference Day (being a Business Day in the Lock-out Period), the relevant Reference Rate in respect of the Business Day immediately preceding the last Reference Day of the relevant Interest Period (such last Reference Day coinciding with the Interest Determination Date);

$\mathbf{r_i}$ means the applicable Reference Rate as set out in the definition of "r" above for:

a. where "Lag" is specified as the Observation Method in the applicable Final Terms, the Business Day falling "p" Business Days prior to the relevant Business Day "i"; or

b. where "Lock-out" or "Observation Shift" is specified as the Observation Method in the applicable Final Terms, the relevant Business Day "i";

Reference Day means each Business Day in the relevant Interest Period, other than any Business Day in the Lock-out Period;

Reference Rate means €STR, SOFR or SONIA, as specified in the applicable Final Terms; and

Relevant Decimal Place shall, unless otherwise specified in the applicable Final Terms, be the fourth decimal place in the case of the SONIA and the fifth decimal place in the case of €STR or SOFR, in each case rounded up or down, if necessary (with 0.00005 or, as the case may be, 0.000005 being rounded upwards).

(B) Where "Overnight Rate" is specified as the method of Screen Rate Determination, "SONIA", "SOFR" or "€STR" is specified as the relevant Reference Rate and "Weighted Average" is specified as the Calculation Method in the applicable Final Terms, the Rate of Interest for each Interest Period will, subject to Condition 4.2(h) and as provided below, be the Weighted Average Reference Rate (as defined below) plus or minus (as indicated in the applicable Final Terms) the applicable Margin (if any) and will be calculated by the Agent or the Calculation Agent, as applicable, on the relevant Interest Determination Date in accordance with the following formula and the resulting percentage will be rounded if necessary to the nearest Relevant Decimal Place, where:

Weighted Average Reference Rate means:

a. where "Lag" is specified as the Observation Method in the applicable Final Terms, the arithmetic mean of the Reference Rate in effect for each calendar day during the relevant Observation Period, calculated by multiplying each relevant Reference Rate by the number of calendar days such rate is in effect, determining the sum of such products and dividing such sum by the number of calendar days in the relevant Observation Period. For these purposes, the Reference Rate in effect for any calendar day which is not a Business Day shall be deemed to be the Reference Rate in effect for the Business Day immediately preceding such calendar day; and

b. where "Lock-out" is specified as the Observation Method in the applicable Final Terms, the arithmetic mean of the Reference Rate in effect for each calendar day during the relevant Interest Period, calculated by multiplying each relevant Reference Rate by the number of days such rate is in effect, determining the sum of such products and dividing such sum by the number of calendar days in the relevant Interest Period, provided however that for any calendar day of such Interest Period falling in the "Lock-out Period", the relevant Reference Rate for each day during that Lock-out Period will be deemed to be the Reference Rate in effect for the Reference Day immediately preceding the first day of such Lock-out Period. For these purposes, the Reference Rate in effect for any calendar day which is not a Business Day shall, subject to the proviso above, be deemed to be the Reference Rate in effect for the Business Day immediately preceding such calendar day,

and **Business Day**, **Lock-out Period**, **Observation Method**, **Observation Period**, **p**, **Reference Day**, **Reference Rate** and **Relevant Decimal Place** have the meanings given to such terms in Condition 4.2(b)(ii)(A) above.

(C) Where "Overnight Rate" is specified as the method of Screen Rate Determination, "SONIA" or "SOFR" is specified as the relevant Reference Rate and "Compounded Daily (Index Rate)" is specified as the Calculation Method in the applicable Final Terms, the Rate of Interest for each Interest Period will, subject to Condition 4.2(h) and as provided below, be the Compounded Index

Rate plus or minus (as indicated in the applicable Final Terms) the applicable Margin (if any), where:

Compounded Index Rate means, with respect to an Interest Period, the rate of return of a daily compound interest investment in the Specified Currency for the relevant Interest Period and will be determined and calculated by the Agent or the Calculation Agent, as applicable, on the relevant Interest Determination Date as follows, and the resulting percentage will be rounded if necessary to the nearest Relevant Decimal Place:

$$\left(\frac{Compounded\ Index_{End}}{Compounded\ Index_{Start}} - 1\right) \times \frac{D}{d}$$

where:

D shall, unless otherwise specified in the applicable Final Terms, be 365 in the case of the SONIA Compounded Index and 360 in the case of the SOFR Compounded Index;

d means the number of calendar days from (and including) the day in relation to which the relevant Compounded $Index_{Start}$ is determined to (but excluding) the day in relation to which the relevant Compounded $Index_{End}$ is determined;

Business Day, in this Condition 4.2(b)(ii)(C), means, (1) in the case of SONIA Compounded Index, any day which is a London Banking Day; and (2) in the case of SOFR Compounded Index, any day which is a U.S. Government Securities Business Day;

Compounded Index means (1) where "SONIA" is specified as the relevant Reference Rate in the applicable Final Terms, SONIA Compounded Index; or (2) where "SOFR" is specified as the relevant Reference Rate in the applicable Final Terms, SOFR Compounded Index;

Compounded $Index_{End}$ means the relevant Compounded Index value relating to the day falling "p" Business Days prior to (1) the Interest Payment Date for the relevant Interest Period, or (2) such other date on which the relevant payment of interest falls due (but which, by its definition or the operation of the relevant provisions, is excluded from such Interest Period);

Compounded $Index_{Start}$ means the relevant Compounded Index value relating to the day falling "p" Business Days prior to the first day of the relevant Interest Period;

p means the number of Business Days specified as the Compounded Index Period in the applicable Final Terms (or, if no such number is specified, five in the case of the SONIA Compounded Index and two in the case of the SOFR Compounded Index);

Relevant Decimal Place shall, unless otherwise specified in the applicable Final Terms, be the fourth decimal place in the case of the SONIA Compounded Index and the fifth decimal place in the case of the SOFR Compounded Index, in each case rounded up or down, if necessary (with 0.00005 or, as the case may be, 0.000005 being rounded upwards);

SOFR Compounded Index means, in respect of any U.S. Government Securities Business Day, the SOFR index value for such U.S. Government

Securities Business Day, as published by the Federal Reserve Bank of New York, as the administrator of SOFR (or any successor administrator of SOFR), as such index value appears on the website of the Federal Reserve Bank of New York (or any successor administrator of SOFR) or any successor source, at 3.00 p.m. (New York City time) on such U.S. Government Securities Business Day; and

SONIA Compounded Index means, in respect of any London Banking Day, the SONIA compounded index value for such London Banking Day, as published by authorised distributors on the Relevant Screen Page in respect of such London Banking Day or, if the SONIA compounded index value for such London Banking Day cannot be obtained from such authorised distributors, as published by the Bank of England (or any successor administrator of SONIA) on the Bank of England's Interactive Statistical Database, or any successor source.

Provided that a Benchmark Event (as defined in Condition 4.2(h)) has not occurred in respect of SONIA or SOFR, as the case may be, if, with respect to any Interest Period, the relevant Compounded $\text{Index}_{\text{Start}}$ and/or Compounded $\text{Index}_{\text{End}}$ is not published by the relevant administrator or such other information service at the Relevant Time specified in the applicable Final Terms (or, if later, by the time falling one hour after the customary or scheduled time for publication thereof in accordance with the then-prevailing operational procedures of the relevant administrator) on the relevant Interest Determination Date, the Agent or the Calculation Agent, as applicable, shall calculate the Rate of Interest for that Interest Period in accordance with Condition 4.2(b)(ii)(A) as if "Compounded Daily (Index Rate)" was not specified in the applicable Final Terms as being the Calculation Method. For these purposes, (1) the Reference Rate shall be deemed to be SONIA in the case of SONIA Compounded Index and SOFR in the case of SOFR Compounded Index, (2) the Calculation Method shall be deemed to be Compounded Daily (Formula Rate), (3) the Observation Method shall be deemed to be Observation Shift, (4) the Observation Shift Period shall be deemed to be "p" (as defined above in this Condition 4.2(b)(ii)(C)), (5) D shall remain the same and (6) in the case of SONIA, the Relevant Screen Page will be determined by the Issuer in consultation with the Agent or the Calculation Agent, as applicable. If a Benchmark Event has occurred in respect of SONIA or SOFR, the provisions of Condition 4.2(h) shall apply *mutatis mutandis* in respect of this Condition 4.2(b)(ii)(C).

(D) Subject to Condition 4.2(h), where "SONIA" is specified as the relevant Reference Rate in the applicable Final Terms and either (1) the Calculation Method is specified in the applicable Final Terms as being "Compounded Daily (Formula Rate)" or "Weighted Average", or (2) the Calculation Method is specified in the applicable Final Terms as being "Compounded Daily (Index Rate)" but Condition 4.2(b)(ii)(A) applies, if, in respect of any London Banking Day, SONIA is not available on the Relevant Screen Page, or has not otherwise been published by the relevant authorised distributors, such Reference Rate shall be:

(I) (1) the Bank of England's Bank Rate (the **Bank Rate**) prevailing at close of business on the relevant London Banking Day; plus (2) the mean of the spread of SONIA to the Bank Rate over the previous five days in respect of which SONIA has been published, excluding the highest spread (or, if there is more than one highest spread, one only of those highest spreads) and lowest spread (or, if there

is more than one lowest spread, one only of those lowest spreads) to the Bank Rate; or

(II) if such Bank Rate is not available, the SONIA rate published on the Relevant Screen Page (or otherwise published by the relevant authorised distributors) for the first preceding London Banking Day in respect of which the SONIA rate was published on the Relevant Screen Page (or otherwise published by the relevant authorised distributors),

and in each case, "r" shall be interpreted accordingly.

(E) Subject to Condition 4.2(h), where "SOFR" is specified as the relevant Reference Rate in the applicable Final Terms and either (1) the Calculation Method is specified in the applicable Final Terms as being "Compounded Daily (Formula Rate)" or "Weighted Average", or (2) the Calculation Method is specified in the applicable Final Terms as being "Compounded Daily (Index Rate)" but Condition 4.2(b)(ii)(A) applies, if, in respect of any U.S. Government Securities Business Day, SOFR is not available, such Reference Rate shall be the SOFR for the first preceding U.S. Government Securities Business Day in respect of which the SOFR was published by the Federal Reserve Bank of New York, as the administrator of SOFR (or any successor administrator of SOFR) on the website of the Federal Reserve Bank of New York (or any successor administrator of SOFR) or any successor source, and "r" shall be interpreted accordingly.

(F) Subject to Condition 4.2(h), where "€STR" is specified as the relevant Reference Rate in the applicable Final Terms, if, in respect of any T2 Business Day, €STR is not available, such Reference Rate shall be the €STR for the first preceding T2 Business Day in respect of which €STR was published by the European Central Bank, as the administrator of €STR (or any successor administrator of €STR) on the website of the European Central Bank (or of any successor administrator of such rate), and "r" shall be interpreted accordingly.

(G) In the event that the Rate of Interest cannot be determined in accordance with the foregoing provisions, but without prejudice to Condition 4.2(h), the Rate of Interest shall be (1) that determined as at the last preceding Interest Determination Date (though substituting, where a different Margin or Maximum Rate of Interest or Minimum Rate of Interest is to be applied to the relevant Interest Period from that which applied to the last preceding Interest Period, the Margin or Maximum Rate of Interest or Minimum Rate of Interest relating to the relevant Interest Period, in place of the Margin or Maximum Rate of Interest or Minimum Rate of Interest relating to that last preceding Interest Period), (2) if there is no such preceding Interest Determination Date and the relevant Interest Period is the first Interest Period for the Notes, the Initial Rate of Interest which would have been applicable to such Series of Notes for the first Interest Period had the Notes been in issue for a period equal in duration to the scheduled first Interest Period but ending on (and excluding) the Interest Commencement Date (but applying the Margin and any Maximum Rate of Interest or Minimum Rate of Interest applicable to the first Interest Period), or (3) if there is no such preceding Interest Determination Date and the relevant Interest Period is not the first Interest Period for the Notes, the Rate of Interest which applied to the immediately preceding Interest Period.

If the relevant Series of Notes becomes due and payable in accordance with Condition 9, the final Interest Determination Date shall, notwithstanding any Interest Determination Date specified in the applicable Final Terms, be deemed

to be the date on which such Notes became due and payable and the Rate of Interest on such Notes shall, for so long as any such Note remains outstanding, be that determined on such date and as if (solely for the purpose of such interest determination) the relevant Interest Period had been shortened accordingly.

(c) Minimum Rate of Interest and/or Maximum Rate of Interest

If the applicable Final Terms specifies a Minimum Rate of Interest for any Interest Period, then, in the event that the Rate of Interest in respect of such Interest Period determined in accordance with the provisions of paragraph (b) above is less than such Minimum Rate of Interest, the Rate of Interest for such Interest Period shall be such Minimum Rate of Interest.

If the applicable Final Terms specifies a Maximum Rate of Interest for any Interest Period, then, in the event that the Rate of Interest in respect of such Interest Period determined in accordance with the provisions of paragraph (b) above is greater than such Maximum Rate of Interest, the Rate of Interest for such Interest Period shall be such Maximum Rate of Interest.

(d) Determination of Rate of Interest and calculation of Interest Amounts

The Agent or the Calculation Agent, as applicable, will at or as soon as practicable after each time at which the Rate of Interest is to be determined, determine the Rate of Interest for the relevant Interest Period.

The Agent or the Calculation Agent, as applicable, will calculate the amount of interest (the **Interest Amount**) payable on the Floating Rate Notes for the relevant Interest Period by applying the Rate of Interest to:

(A) in the case of Floating Rate Notes which are represented by a Global Note, the aggregate outstanding nominal amount of the Notes represented by such Global Note; or

(B) in the case of Floating Rate Notes in definitive form, the Calculation Amount;

and, in each case, multiplying such sum by the applicable Day Count Fraction, and rounding the resultant figure to the nearest sub-unit of the relevant Specified Currency, half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention. Where the Specified Denomination of a Floating Rate Note in definitive form is a multiple of the Calculation Amount, the Interest Amount payable in respect of such Note shall be the product of the amount (determined in the manner provided above) for the Calculation Amount and the amount by which the Calculation Amount is multiplied to reach the Specified Denomination, without any further rounding.

Day Count Fraction means, in respect of the calculation of an amount of interest in accordance with this Condition 4.2:

(i) if "Actual/Actual (ISDA)" or "Actual/Actual" is specified in the applicable Final Terms, the actual number of days in the Interest Period divided by 365 (or, if any portion of that Interest Period falls in a leap year, the sum of (I) the actual number of days in that portion of the Interest Period falling in a leap year divided by 366 and (II) the actual number of days in that portion of the Interest Period falling in a non-leap year divided by 365);

(ii) if "Actual/365 (Fixed)" is specified in the applicable Final Terms, the actual number of days in the Interest Period divided by 365;

(iii) if "Actual/365 (Sterling)" is specified in the applicable Final Terms, the actual number of days in the Interest Period divided by 365 or, in the case of an Interest Payment Date falling in a leap year, 366;

(iv) if "Actual/360" is specified in the applicable Final Terms, the actual number of days in the Interest Period divided by 360;

(v) if "30/360", "360/360" or "Bond Basis" is specified in the applicable Final Terms, the number of days in the Interest Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

"Y_1" is the year, expressed as a number, in which the first day of the Interest Period falls;

"Y_2" is the year, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

"M_1" is the calendar month, expressed as a number, in which the first day of the Interest Period falls;

"M_2" is the calendar month, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

"D_1" is the first calendar day, expressed as a number, of the Interest Period, unless such number is 31, in which case D1 will be 30; and

"D_2" is the calendar day, expressed as a number, immediately following the last day included in the Interest Period, unless such number would be 31 and D1 is greater than 29, in which case D2 will be 30;

(vi) if "30E/360" or "Eurobond Basis" is specified in the applicable Final Terms, the number of days in the Interest Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

"Y_1" is the year, expressed as a number, in which the first day of the Interest Period falls;

"Y_2" is the year, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

"M_1" is the calendar month, expressed as a number, in which the first day of the Interest Period falls;

"M_2" is the calendar month, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

"D_1" is the first calendar day, expressed as a number, of the Interest Period, unless such number would be 31, in which case D1 will be 30; and

"D_2" is the calendar day, expressed as a number, immediately following the last day included in the Interest Period, unless such number would be 31, in which case D2 will be 30;

(vii) if "30E/360 (ISDA)" is specified in the applicable Final Terms, the number of days in the Interest Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

"Y_1" is the year, expressed as a number, in which the first day of the Interest Period falls;

"Y_2" is the year, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

"M_1" is the calendar month, expressed as a number, in which the first day of the Interest Period falls;

"M_2" is the calendar month, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

"D_1" is the first calendar day, expressed as a number, of the Interest Period, unless (i) that day is the last day of February or (ii) such number would be 31, in which case D1 will be 30; and

"D_2" is the calendar day, expressed as a number, immediately following the last day included in the Interest Period, unless (i) that day is the last day of February but not the Maturity Date or (ii) such number would be 31, in which case D2 will be 30.

(e) Linear Interpolation

Where Linear Interpolation is specified as applicable in respect of an Interest Period in the applicable Final Terms, the Rate of Interest for such Interest Period shall be calculated by the Agent or the Calculation Agent, as applicable, by straight line linear interpolation by reference to two rates based on the relevant Reference Rate, one of which shall be determined as if the Designated Maturity were the period of time for which rates are available next shorter than the length of the relevant Interest Period and the other of which shall be determined as if the Designated Maturity were the period of time for which rates are available next longer than the length of the relevant Interest Period provided however that if there is no rate available for a period of time, then the Issuer shall instruct the Agent or the Calculation Agent, as applicable, to determine such rate at such time and by reference to such sources as the Issuer notifies to it.

Designated Maturity means the period of time designated in the Reference Rate.

(f) Notification of Rate of Interest and Interest Amounts

(i) Where the applicable Final Terms specifies "Term Rate" as the method of Screen Rate Determination, the Agent or the Calculation Agent, as applicable, will cause the Rate of Interest and each Interest Amount for each Interest Period and the relevant Interest Payment Date to be notified to the Issuer, the Trustee and any stock exchange on which the relevant Floating Rate Notes are for the time being listed and notice thereof to be published in accordance with Condition 13 as soon as possible after their determination but in no event later than the fourth London Business Day thereafter. Each Interest Amount and Interest Payment Date so notified may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without prior notice in the event of an extension or shortening of the Interest Period. Any such amendment will promptly be notified to each stock exchange on which the relevant Floating Rate Notes are for the time being listed and to the Noteholders in accordance with Condition 13. For

the purposes of this paragraph, the expression **London Business Day** means a day (other than a Saturday or a Sunday) on which banks and foreign exchange markets are open for general business in London.

(ii) Where the applicable Final Terms specifies "Overnight Rate" as the method of Screen Rate Determination, the Agent or the Calculation Agent, as applicable, will cause the Rate of Interest and each Interest Amount for each Interest Period and the relevant Interest Payment Date to be notified to the Issuer, the Trustee and any stock exchange on which the relevant Floating Rate Notes are for the time being listed and notice thereof to be published in accordance with Condition 13 as soon as possible after their determination but in no event later than the second Business Day (as defined in Condition 4.2(b)(ii)(A)) thereafter. Each Rate of Interest, Interest Amount and Interest Payment Date so notified may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without prior notice in the event of an extension or shortening of the relevant Interest Period. Any such amendment or alternative arrangements will promptly be notified to each stock exchange on which the relevant Floating Rate Notes are for the time being listed and to the Noteholders in accordance with Condition 13.

(g) Certificates to be final

All certificates, communications, opinions, determinations, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of this Condition, by the Agent or the Calculation Agent, as applicable, shall (in the absence of wilful default, bad faith or manifest error) be binding on the Issuer, the Guarantor, the Trustee, the Agent, the other Paying Agents and all Noteholders and Couponholders and (in the absence of wilful default or bad faith) no liability to the Issuer, the Guarantor, the Trustee, the Noteholders or the Couponholders shall attach to the Agent or the Calculation Agent, as applicable, in connection with the exercise or non-exercise by it of its powers, duties and discretions pursuant to such provisions.

(h) Benchmark Discontinuation

Notwithstanding the provisions above in Condition 4.2(b), if a Benchmark Event occurs in relation to an Original Reference Rate when any Rate of Interest (or any component thereof) remains to be determined by reference to such Original Reference Rate, then the following provisions of this Condition 4.2(h) shall apply.

(i) *Independent Adviser*

The Issuer shall use its reasonable endeavours to appoint and consult with an Independent Adviser, as soon as reasonably practicable, with a view to the Issuer determining a Successor Rate, failing which an Alternative Rate (in accordance with Condition 4.2(h)(ii)(A)) and, in either case, an Adjustment Spread and any Benchmark Amendments (in accordance with Condition 4.2(h)(iv)).

An Independent Adviser appointed pursuant to this Condition 4.2(h) shall act in good faith and in a commercially reasonable manner and in consultation with the Issuer. In the absence of bad faith or fraud, the Independent Adviser shall have no liability whatsoever to the Issuer, the Guarantor, the Agent, the Trustee, the Paying Agents, or the Noteholders or Couponholders for any advice given to the Issuer in connection with any determination made by the Issuer, pursuant to this Condition 4.2(h).

If (i) the Issuer is unable to appoint an Independent Adviser; or (ii) the Issuer fails to determine a Successor Rate or, failing which, an Alternative Rate and, in either case, the applicable Adjustment Spread, in accordance with this Condition 4.2(h) prior to the relevant Interest Determination Date, the Rate of Interest applicable to the next

succeeding Interest Period shall be determined in accordance with the applicable fallback provisions set out in Condition 4.2(b) (or as applicable, the Agency Agreement). For the avoidance of doubt, this paragraph shall apply to the relevant next succeeding Interest Period only and any subsequent Interest Periods are subject to the subsequent operation of, and to adjustment as provided in the first paragraph of, this Condition 4.2(h).

(ii) *Successor Rate or Alternative Rate*

If the Issuer, following consultation with the Independent Adviser and acting in good faith and a commercially reasonable manner, determines that:

(A) there is a Successor Rate, then such Successor Rate and the applicable Adjustment Spread shall subsequently be used in place of the Original Reference Rate to determine the Rate of Interest (or the relevant component part thereof) for all future payments of interest on the Notes (subject to the subsequent operation of this Condition 4.2(h)); or

(B) there is no Successor Rate but that there is an Alternative Rate, then such Alternative Rate and the applicable Adjustment Spread shall subsequently be used in place of the Original Reference Rate to determine the Rate of Interest (or the relevant component part thereof) for all future payments of interest on the Notes (subject to the subsequent operation of this Condition 4.2(h)).

(iii) *Adjustment Spread*

The Adjustment Spread (or the formula or methodology for determining the Adjustment Spread) shall be applied to the Successor Rate or the Alternative Rate (as the case may be) and, for the avoidance of doubt, an Adjustment Spread may be positive, negative or zero.

(iv) Benchmark Amendments

If any Successor Rate or Alternative Rate and, in either case, the applicable Adjustment Spread is determined in accordance with this Condition 4.2(h) and the Issuer, following consultation with the Independent Adviser and acting in good faith and a commercially reasonable manner, determines (i) that amendments to these Conditions, the Trust Deed and/or the Agency Agreement are necessary to ensure the proper operation of such Successor Rate or Alternative Rate and/or (in either case) the applicable Adjustment Spread (such amendments, the **Benchmark Amendments**) and (ii) the terms of the Benchmark Amendments, then the Issuer shall, subject to giving notice thereof in accordance with Condition 4.2(h)(v), without any requirement for the consent or approval of Noteholders or Couponholders, vary these Conditions, the Trust Deed and/or the Agency Agreement to give effect to such Benchmark Amendments with effect from the date specified in such notice.

At the request of the Issuer, but subject to receipt by the Trustee and the Agent of the certificate referred to in the final paragraph of this Condition 4.2(h)(iv), and subject as provided below, the Trustee and the Agent shall, without any requirement for the consent or approval of Noteholders or Couponholders, be obliged to concur with the Issuer in effecting any Benchmark Amendments (including, *inter alia*, by the execution of a deed supplemental to the Trust Deed) and neither the Trustee nor the Agent shall be liable to any party for any consequences thereof, provided that neither the Trustee nor the Agent shall be obliged so to concur if in the sole opinion of the Trustee or the Agent (as applicable) doing so would impose more onerous obligations upon it or expose it to any additional duties, responsibilities or liabilities or reduce rights and/or the protective

provisions afforded to the Trustee in these Conditions, the Trust Deed or the Agency Agreement, as applicable (including, for the avoidance of doubt, any supplemental trust deed), in any way.

In connection with any such variation in accordance with this Condition 4.2(h)(iv), the Issuer shall comply with the rules of any stock exchange on which the Notes are for the time being listed or admitted to trading.

No later than notifying the Benchmark Amendments in accordance with Condition 4.2(h)(v), the Issuer shall deliver to each of the Trustee and the Agent a certificate (on which each of the Trustee and the Agent shall be entitled to rely without further enquiry or liability) signed by two directors of the Issuer or, as the case may be, the Guarantor:

(A) confirming (I) that a Benchmark Event has occurred, (II) whether or not the Issuer has consulted with an Independent Adviser, (III) the Successor Rate or, as the case may be, the Alternative Rate, (IV) the applicable Adjustment Spread, and/or (V) the specific terms of any Benchmark Amendments, in each case as determined in accordance with the provisions of this Condition 4.2(h); and

(B) certifying that the Benchmark Amendments are (in accordance with the provisions of Condition 4.2(h)(iv)) necessary to ensure the proper operation of such Successor Rate, Alternative Rate and/or applicable Adjustment Spread.

The Successor Rate or Alternative Rate and the applicable Adjustment Spread and the Benchmark Amendments (if any) specified in such certificate will (in the absence of manifest error in the determination of the Successor Rate or Alternative Rate and the applicable Adjustment Spread and the Benchmark Amendments (if any) and without prejudice to the Trustee's and the Agent's ability to rely on such certificate as aforesaid) be binding on the Issuer, the Guarantor, the Trustee, the Agent, the Calculation Agent (if any), the other Paying Agents and the Noteholders and Couponholders.

(v) Notices, etc.

Any Successor Rate, Alternative Rate, Adjustment Spread and the specific terms of any Benchmark Amendments, determined under this Condition 4.2(h) will be notified promptly by the Issuer to the Agent, the Calculation Agent (if any), the Trustee, the Paying Agents and, in accordance with Condition 13, the Noteholders. Such notice shall be irrevocable and shall specify the effective date of the Benchmark Amendments, if any and will be binding on the Issuer, the Guarantor, the Agent, the Calculation Agent (if any), the Trustee, the Paying Agents and the Noteholders.

(vi) Survival of Original Reference Rate

Without prejudice to the obligations of the Issuer under Conditions 4.2(h)(i) to (v), the Original Reference Rate and the fallback provisions provided for in Condition 4.2(b) will continue to apply unless and until a Benchmark Event has occurred.

(vii) Definitions

As used in this Condition 4.2(h):

Adjustment Spread means (a) where the Original Reference Rate is not SOFR, Adjustment Spread (General); or (b) where the Original Reference Rate is SOFR, Adjustment Spread (SOFR);

Adjustment Spread (General) means either (a) a spread (which may be positive, negative or zero) or (b) a formula or methodology for calculating a spread, in each case to be applied to the Successor Rate or the Alternative Rate (as the case may be) and is the spread, formula or methodology which:

(I) in the case of a Successor Rate, is formally recommended in relation to the replacement of the Original Reference Rate with the Successor Rate by any Relevant Nominating Body; or

(II) in the case of a Successor Rate for which no such recommendation as referred to in (I) above has been made, or in the case of an Alternative Rate, the Issuer determines, following consultation with the Independent Adviser and acting in good faith and a commercially reasonable manner, is customarily applied to the relevant Successor Rate or the Alternative Rate (as the case may be) in international debt capital markets transactions to produce an industry-accepted replacement rate for the Original Reference Rate; or

(III) if the Issuer determines neither (I) nor (II) above applies, the Issuer determines, following consultation with the Independent Adviser and acting in good faith and a commercially reasonable manner, is recognised or acknowledged as being the industry standard for over-the-counter derivative transactions or is in customary market usage in international debt capital markets transactions which reference the Original Reference Rate, where such rate has been replaced by the Successor Rate or the Alternative Rate (as the case may be);

Adjustment Spread (SOFR) means the first alternative set forth in the order below that can be determined by the Issuer:

(I) the spread adjustment, or method for calculating or determining such spread adjustment (which may be a positive or negative value or zero) that has been selected or recommended by the Relevant Governmental Body for the Successor Rate (SOFR) or Alternative Rate (SOFR) (as the case may be); or

(II) if the applicable Successor Rate (SOFR) is equivalent to the ISDA Fallback Rate, then the ISDA Spread Adjustment; or

(III) the spread adjustment (which may be a positive or negative value or zero) determined by the Issuer, following consultation with the Independent Adviser and acting in good faith and a commercially reasonable manner, giving due consideration to any industry accepted spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of the then-current SOFR with the applicable Successor Rate (SOFR) or Alternative Rate (SOFR) (as the case may be) for U.S. dollar-denominated floating rate notes at such time;

Alternative Rate means (a) where the Original Reference Rate is not SOFR, Alternative Rate (General); or (b) where the Original Reference Rate is SOFR, Alternative Rate (SOFR);

Alternative Rate (General) means an alternative benchmark or screen rate which the Issuer, following consultation with the Independent Adviser determines in accordance with Condition 4.2(h)(ii) is customarily applied in the international debt capital markets transactions for the purposes of determining floating rates of interest (or the relevant component part thereof) and in the same Specified Currency as the Notes and with an interest period of a comparable duration to the relevant Interest Period, or, if the Issuer

(in consultation with the Independent Adviser) determines that there is no such rate, such other rate as the Issuer (in consultation with the Independent Adviser) determines is most comparable to the relevant Original Reference Rate;

Alternative Rate (SOFR) means the alternate rate that has been selected by the Issuer, following consultation with the Independent Adviser in accordance with Condition 4.2(h)(ii), as the replacement for the then-current SOFR for the applicable Corresponding Tenor giving due consideration to any industry-accepted rate as a replacement for the then-current SOFR for U.S. dollar-denominated floating rate notes at such time;

Benchmark Amendments has the meaning given to it in Condition 4.2(h)(iv);

Benchmark Event means:

(I) the Original Reference Rate ceasing to be published for a period of at least 5 Business Days or ceasing to exist; or

(II) a public statement by the administrator of the Original Reference Rate that it has ceased or that it will cease to publish the Original Reference Rate permanently or indefinitely (in circumstances where no successor administrator has been appointed that will continue publication of the Original Reference Rate); or

(III) a public statement by the supervisor of the administrator of the Original Reference Rate that the Original Reference Rate has been or will be permanently or indefinitely discontinued; or

(IV) a public statement by the supervisor of the administrator of the Original Reference Rate as a consequence of which the Original Reference Rate will be prohibited from being used either generally, or in respect of the Notes; or

(V) the making of a public statement by the supervisor of the administrator of the Original Reference Rate that the Original Reference Rate is or will be (or is or will be deemed by such supervisor to be) no longer representative of its relevant underlying market; or

(VI) it has become unlawful for any Paying Agent, the Calculation Agent (if any), the Issuer or other party to calculate any payments due to be made to any Noteholder using the Original Reference Rate;

provided that the Benchmark Event shall be deemed to occur (a) in the case of sub-paragraphs (II) and (III) above, on the date of the cessation of publication of the Original Reference Rate or the discontinuation of the Original Reference Rate, as the case may be, (b) in the case of sub-paragraph (IV) above, on the date of the prohibition of use of the Original Reference Rate, and (c) in the case of sub-paragraph (V) above, on the date with effect from which the Original Reference Rate will no longer be (or will be deemed by the relevant supervisor to no longer be) representative of its relevant underlying market and which is specified in the relevant public statement, and, in each case, not the date of the relevant public statement.

The occurrence of a Benchmark Event shall be determined by the Issuer and promptly notified to the Agent, the Calculation Agent (if any), the Trustee and the Paying Agents. For the avoidance of doubt, none of the Agent, the Calculation Agent (if any), the Trustee or the Paying Agents shall have any responsibility for making such determination;

Corresponding Tenor means a tenor (including overnight) having approximately the same length (disregarding business day adjustment) as the applicable tenor for the then-current SOFR;

Independent Adviser means an independent financial institution of international repute or an independent financial adviser with appropriate expertise appointed by the Issuer under Condition 4.2(h)(i);

ISDA means the International Swaps and Derivatives Association, Inc.;

ISDA Definitions means the 2006 ISDA Definitions published by ISDA or any successor thereto, as amended or supplemented from time to time, or any successor definitional booklet for interest rate derivatives published from time to time;

ISDA Fallback Rate means the rate to be effective upon the occurrence of a SOFR Index Cessation Event according to (and as defined in) the ISDA Definitions, where such rate may have been adjusted for an overnight tenor, but without giving effect to any additional spread adjustment to be applied according to such ISDA Definitions;

ISDA Spread Adjustment means the spread adjustment, or method for calculating or determining such spread adjustment (which may be a positive or negative value or zero) that shall have been selected by ISDA as the spread adjustment that would apply to the ISDA Fallback Rate;

Original Reference Rate means the originally-specified benchmark or screen rate (as applicable) used to determine the Rate of Interest (or any component part thereof) on the Notes;

Relevant Governmental Body means the Board of Governors of the Federal Reserve System and/or the Federal Reserve Bank of New York or a committee officially endorsed or convened by the Board of Governors of the Federal Reserve System and/or the Federal Reserve Bank of New York, or any successor;

Relevant Nominating Body means, in respect of a benchmark or screen rate (as applicable):

(I) the central bank for the currency to which the benchmark or screen rate (as applicable) relates, or any central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark or screen rate (as applicable) or the European Commission; or

(II) any working group or committee sponsored by, chaired or co-chaired by or constituted at the request of (a) the central bank for the currency to which the benchmark or screen rate (as applicable) relates, (b) any central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark or screen rate (as applicable), (c) a group of the aforementioned central banks or other supervisory authorities or (d) the Financial Stability Board or any part thereof;

Successor Rate means (a) where the Original Reference Rate is not SOFR, Successor Rate (General); or (b) where the Original Reference Rate is SOFR, Successor Rate (SOFR);

Successor Rate (General) means a successor to or replacement of the Original Reference Rate which is formally recommended by any Relevant Nominating Body; and

Successor Rate (SOFR) means the first alternative set forth in the order below that can be determined by the Issuer:

(I) the alternate rate of interest that has been selected or recommended by the Relevant Governmental Body as the replacement for the then-current SOFR for the applicable Corresponding Tenor; or

(II) the ISDA Fallback Rate.

4.3 Accrual of interest

Each Note (or in the case of the redemption of part only of a Note, that part only of such Note) will cease to bear interest (if any) from the date for its redemption unless payment of principal is improperly withheld or refused. In such event, interest will continue to accrue until whichever is the earlier of:

(a) the date on which all amounts due in respect of such Note have been paid; and

(b) five days after the date on which the full amount of the moneys payable in respect of such Note has been received by the Agent and notice to that effect has been given to the Noteholders in accordance with Condition 13 as provided in the Trust Deed.

4.4 Adjustment of Interest for Fixed Rate Notes and Floating Rate Notes

If Step Up Rating Change and/or Step Down Rating Change is specified as being applicable in the applicable Final Terms, the following terms relating to the Rate of Interest for Fixed Rate Notes and Floating Rate Notes shall apply:

(a) Subject to paragraphs (c) and (e) below, from and including the first Interest Payment Date falling on or after the date of a Step Up Rating Change, the Rate of Interest (in the case of Fixed Rate Notes) or the Margin (in the case of Floating Rate Notes) shall be increased by the Step Up Margin specified in the applicable Final Terms.

(b) Subject to paragraphs (c) and (e) below, in the event of a Step Down Rating Change following a Step Up Rating Change, with effect from and including the first Interest Payment Date falling on or after the date of such Step Down Rating Change, the Rate of Interest (in the case of Fixed Rate Notes) or the Margin (in the case of Floating Rate Notes) shall be decreased by the Step Up Margin so that it again becomes the initial Rate of Interest (in the case of Fixed Rate Notes) or the initial Margin (in the case of Floating Rate Notes).

(c) If a Step Up Rating Change and, subsequently, a Step Down Rating Change occur during the same Fixed Interest Period (in the case of Fixed Rate Notes) or the same Interest Period (in the case of Floating Rate Notes), the Rate of Interest (in the case of Fixed Rate Notes) or the Margin (in the case of Floating Rate Notes) shall neither be increased nor decreased as a result of either such event.

(d) The Issuer will cause the occurrence of an event giving rise to an adjustment to the Rate of Interest (in the case of Fixed Rate Notes) or the Margin (in the case of Floating Rate Notes) pursuant to this Condition to be notified to the Trustee, Agent and (in accordance with Condition 13) the Noteholders as soon as reasonably practicable after the occurrence of the relevant event but in no event later than the fifth London Business Day thereafter.

(e) Only the first Step Up Rating Change (if any) and the first Step Down Rating Change (if any) shall give rise to an adjustment to the Rate of Interest (in the case of Fixed Rate Notes) or the Margin (in the case of Floating Rate Notes).

(f) If the rating designations employed by any of Moody's, S&P or Fitch are changed from those which are described in this Condition, or if a rating is procured from a Substitute Rating Agency, the Issuer shall determine, with the agreement of the Trustee (not to be unreasonably withheld or delayed), the rating designations of Moody's, S&P or Fitch or such Substitute Rating Agency (as appropriate) as are most equivalent to the prior rating designations of Moody's, S&P or Fitch and this Condition shall be read accordingly.

(g) The Trustee is under no obligation to ascertain whether a Step Down Rating Change or a Step Up Rating Change or any event which could lead to the occurrence of or could constitute a Step Down Rating Change or a Step Up Rating Change, has occurred and, until it shall have actual knowledge or notice pursuant to the Trust Deed to the contrary, the Trustee may assume that no Step Down Rating Change or Step Up Rating Change or other such event has occurred.

In the Conditions, the following words have the following meanings.

Investment Grade means a rating of BBB- or above in relation to S&P and Fitch, Baa3 or above in relation to Moody's, or, where a Substitute Rating Agency has been designated by the Issuer, a comparable rating or above.

Rating Agency means Moody's Deutschland GmbH or any other entity that is part of the group to which Moody's Deutschland GmbH or its successor belongs (**Moody's**), S&P Global Ratings Europe Limited or any other entity that is part of the group to which S&P Global Ratings Europe Limited or its successor belongs (**S&P**) or Fitch Ratings Ltd or any other entity that is part of the group to which Fitch Ratings Ltd or its successor belongs (**Fitch**), or their respective successors or any rating agency (a **Substitute Rating Agency**) substituted for any of them by the Issuer from time to time with the prior written approval of the Trustee.

Step Down Rating Change means, at any time after a Step Up Rating Change, the first public announcement by any Rating Agency (a) of a credit rating being applied or, as the case may be, (b) of an increase in the credit rating of the Notes with the result that, following such public announcement(s), the Notes are rated by each Rating Agency (and none of the Rating Agencies rate the Notes below) Investment Grade.

Step Up Rating Change means the first public announcement by any Rating Agency of its ceasing to apply a credit rating to the Notes or of a decrease in the credit rating of the Notes to below Investment Grade.

5. PAYMENTS

5.1 Method of payment

Subject as provided below:

(a) payments in a Specified Currency other than euro and Renminbi will be made by credit or transfer to an account in the relevant Specified Currency maintained by the payee with a bank in the principal financial centre of the country of such Specified Currency (which, if the Specified Currency is Australian dollars or New Zealand dollars, shall be Sydney and Auckland, respectively);

(b) payments in euro will be made by credit or transfer to a euro account (or any other account to which euro may be credited or transferred) specified by the payee; and

(c) payments in Renminbi will be made by credit or transfer to an account denominated in Renminbi and maintained by the payee with a bank in the relevant RMB Settlement Centre(s) in accordance with applicable laws, rules and regulations and guidelines issued from time to time (including all applicable laws and regulations with respect to settlement in Renminbi in the relevant RMB Settlement Centre(s)).

Payments will be subject in all cases to any fiscal or other laws and regulations applicable thereto in the place of payment, but without prejudice to the provisions of Condition 7.

5.2 Presentation of definitive Notes and Coupons

Payments of principal in respect of definitive Notes will (subject as provided below) be made in the manner provided in Condition 5.1 above and, in the case of Swiss Notes, Condition 5.5 below only against presentation and surrender (or, in the case of part payment of any sum due, endorsement) of definitive Notes, and payments of interest in respect of definitive Notes will (subject as provided below) be made as aforesaid only against presentation and surrender (or, in the case of part payment of any sum due, endorsement) of Coupons, in each case at the specified office of any Paying Agent outside the United States (which expression, as used herein, means the United States of America (including the States and the District of Columbia), and its possessions.

Fixed Rate Notes in definitive form (other than Long Maturity Notes (as defined below)) should be presented for payment together with all unmatured Coupons appertaining thereto (which expression shall for this purpose include Coupons falling to be issued on exchange of matured Talons), failing which the amount of any missing unmatured Coupon (or, in the case of payment not being made in full, the same proportion of the amount of such missing unmatured Coupon as the sum so paid bears to the sum due) will be deducted from the sum due for payment. Each amount of principal so deducted will be paid in the manner mentioned above against surrender of the relative missing Coupon at any time before the expiry of 10 years after the Relevant Date (as defined in Condition 7) in respect of such principal (whether or not such Coupon would otherwise have become void under Condition 8) or, if later, five years from the date on which such Coupon would otherwise have become due, but in no event thereafter.

Upon any Fixed Rate Note in definitive form becoming due and repayable prior to its Maturity Date, all unmatured Talons (if any) appertaining thereto will become void and no further Coupons will be issued in respect thereof.

Upon the date on which any Floating Rate Note or Long Maturity Note in definitive form becomes due and repayable, unmatured Coupons and Talons (if any) relating thereto (whether or not attached) shall become void and no payment or, as the case may be, exchange for further Coupons shall be made in respect thereof. A **Long Maturity Note** is a Fixed Rate Note (other than a Fixed Rate Note which on issue had a Talon attached) whose nominal amount on issue is less than the aggregate interest payable thereon provided that such Note shall cease to be a Long Maturity Note on the Interest Payment Date on which the aggregate amount of interest remaining to be paid after that date is less than the nominal amount of such Note.

If the due date for redemption of any definitive Note is not an Interest Payment Date, interest (if any) accrued in respect of such Note from (and including) the preceding Interest Payment Date or, as the case may be, the Interest Commencement Date shall be payable only against surrender of the relevant definitive Note.

5.3 Payments in respect of Global Notes (other than Swiss Permanent Global Notes)

Payments of principal and interest (if any) in respect of Notes represented by any Global Note will (subject as provided below) be made in the manner specified above in relation to definitive

Notes or otherwise in the manner specified in the relevant Global Note against presentation or surrender, as the case may be, of such Global Note, where applicable at the specified office of any Paying Agent outside the United States. A record of each payment made, distinguishing between any payment of principal and any payment of interest, will be made on such Global Note either by the Paying Agent to which it was presented or in the records of Euroclear and Clearstream, Luxembourg as applicable.

5.4 General provisions applicable to payments

The holder of a Global Note (other than a Swiss Permanent Global Note) shall be the only person entitled to receive payments in respect of Notes represented by such Global Note and the Issuer or, as the case may be, the Guarantor will be discharged by payment to, or to the order of, the holder of such Global Note in respect of each amount so paid. Each of the persons shown in the records of Euroclear or Clearstream, Luxembourg as the beneficial holder of a particular nominal amount of Notes represented by such Global Note must look solely to Euroclear or Clearstream, Luxembourg, as the case may be, for their share of each payment so made by the Issuer or, as the case may be, the Guarantor to, or to the order of, the holder of such Global Note.

Notwithstanding the foregoing provisions of this Condition, if any amount of principal and/or interest in respect of Notes is payable in U.S. dollars, such U.S. dollar payments of principal and/or interest in respect of such Notes will be made at the specified office of a Paying Agent in the United States if:

(a) the Issuer has appointed Paying Agents with specified offices outside the United States with the reasonable expectation that such Paying Agents would be able to make payment in U.S. dollars at such specified offices outside the United States of the full amount of principal and interest on the Notes in the manner provided above when due;

(b) payment of the full amount of such principal and interest at all such specified offices outside the United States is illegal or effectively precluded by exchange controls or other similar restrictions on the full payment or receipt of principal and interest in U.S. dollars; and

(c) such payment is then permitted under United States law without involving, in the opinion of the Issuer and the Guarantor, adverse tax consequences to the Issuer or the Guarantor.

5.5 Payments in respect of Swiss Notes

The Issuer or, as the case may be, the Guarantor shall make all payments of principal and interest due under Swiss Notes to the Principal Swiss Paying Agent which shall, where applicable, promptly reimburse each other Swiss paying agent on demand for payments in respect of such Swiss Notes properly made by such other Swiss paying agent.

Payments in respect of such Notes will be made irrespective of any present or future transfer restrictions and without regard to any bilateral or multilateral payment or clearing agreement which may be applicable at the time of such payments.

Payments of principal and interest in respect of Swiss Notes will be made in freely disposable Swiss Francs without collection costs in Switzerland and without any restrictions and irrespective of nationality, domicile or residence of the holder of the relevant Swiss Note or Coupon and without requiring any certification, affidavit or the fulfilment of any other formality.

The receipt by the Principal Swiss Paying Agent of the due and punctual payment of the relevant funds in Swiss Francs in Zurich shall release the Issuer or, as the case may be, the Guarantor from its obligations under the Swiss Notes and Coupons for the payment of interest and principal

due on the respective Interest Payment Dates and on the Maturity Date to the extent of such payment and except to the extent that there is a default in the subsequent payment thereof to the Noteholders or Couponholders (as the case may be).

5.6 Payment Day

If the date for payment of any amount in respect of any Note or Coupon is not a Payment Day, the holder thereof shall not be entitled to payment until the next following Payment Day in the relevant place and shall not be entitled to further interest or other payment in respect of such delay. For these purposes, **Payment Day** means any day which (subject to Condition 8) is:

(a) a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits):

(i) in the case of Notes in definitive form only, in the relevant place of presentation;

(ii) in each Additional Financial Centre specified in the applicable Final Terms; and

(b) either (A) in relation to any sum payable in a Specified Currency other than euro and Renminbi, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in the principal financial centre of the country of the relevant Specified Currency (which if the Specified Currency is Australian dollars or New Zealand dollars shall be Sydney and Auckland, respectively) or (B) in relation to any sum payable in euro, a day on which T2 is open or (C) in relation to any sum payable in Renminbi, a day (other than a Saturday, Sunday or public holiday) on which commercial banks in the relevant RMB Settlement Centre(s) are generally open for business and settlement of Renminbi payments in the relevant RMB Settlement Centre(s).

5.7 Interpretation of principal and interest

Any reference in the Conditions to principal in respect of the Notes shall be deemed to include, as applicable:

(a) any additional amounts which may be payable with respect to principal under Condition 7 or under any undertaking or covenant given in addition thereto, or in substitution therefor, pursuant to the Trust Deed;

(b) the Final Redemption Amount of the Notes;

(c) the Early Redemption Amount of the Notes;

(d) the Optional Redemption Amount(s) (if any) of the Notes;

(e) the Make Whole Optional Redemption Amount (if any) of the Notes; and

(f) any premium and any other amounts (other than interest) which may be payable by the Issuer under or in respect of the Notes.

Any reference in the Conditions to interest in respect of the Notes shall be deemed to include, as applicable, any additional amounts which may be payable with respect to interest under Condition 7 or under any undertaking or covenant given in addition thereto, or in substitution therefor, pursuant to the Trust Deed.

5.8 RMB Currency Event

If "RMB Currency Event" is specified as being applicable in the applicable Final Terms and a RMB Currency Event, as determined by the Issuer (or the Guarantor, as the case may be) acting in good faith and in a commercially reasonable manner, exists on a date for payment of any amount in respect of any Note or Coupon, the Issuer's obligation to make a payment in RMB under the terms of the Notes (or, as the case may be, the Guarantor's obligations to make a payment in RMB under the Guarantee) may be replaced by an obligation to pay such amount in the Relevant Currency converted using the Spot Rate for the relevant Determination Date.

Upon the occurrence of a RMB Currency Event, the Issuer or the Guarantor, as applicable, shall give notice as soon as practicable to the Noteholders in accordance with Condition 13 stating the occurrence of the RMB Currency Event, giving details thereof and the action proposed to be taken in relation thereto.

For the purpose of this Condition and unless stated otherwise in the applicable Final Terms:

Determination Business Day means a day (other than a Saturday or Sunday) on which commercial banks are open for general business (including dealings in foreign exchange) in the relevant RMB Settlement Centre(s), London and New York City;

Determination Date means the day which is two Determination Business Days before the due date of the relevant payment under the Notes;

Governmental Authority means any *de facto* or *de jure* government (or any agency or instrumentality thereof), court, tribunal, administrative or other governmental authority or any other entity (private or public) charged with the regulation of the financial markets (including the central bank) of the relevant RMB Settlement Centre(s);

Relevant Currency means U.S. dollars or such other currency as may be specified in the applicable Final Terms;

RMB Currency Events means any one of RMB Illiquidity, RMB Non-Transferability and RMB Inconvertibility;

RMB Illiquidity means the general Renminbi exchange market in the relevant RMB Settlement Centre(s) becomes illiquid and, as a result of which, the Issuer (or the Guarantor, as the case may be) cannot obtain sufficient Renminbi in order to satisfy its obligation to pay interest and principal (in whole or in part) in respect of the Notes as determined by the Issuer (or the Guarantor, as the case may be) in good faith and in a commercially reasonable manner following consultation with two independent foreign exchange dealers of international repute active in the RMB exchange market in the relevant RMB Settlement Centre(s);

RMB Inconvertibility means the occurrence of any event that makes it impossible for the Issuer (or the Guarantor, as the case may be) to convert any amount due in respect of the Notes into RMB on any payment date at the general RMB exchange market in the relevant RMB Settlement Centre(s), other than where such impossibility is due solely to the failure of the Issuer (or the Guarantor, as the case may be) to comply with any law, rule or regulation enacted by any Governmental Authority (unless such law, rule or regulation is enacted after the Issue Date of the first Tranche of the relevant Series and it is impossible for the Issuer (or the Guarantor, as the case may be), due to an event beyond its control, to comply with such law, rule or regulation);

RMB Non-Transferability means the occurrence of any event that makes it impossible for the Issuer (or the Guarantor, as the case may be) to deliver RMB between accounts inside the relevant RMB Settlement Centre(s) or from an account inside the relevant RMB Settlement Centre(s) to an account outside the relevant RMB Settlement Centre(s) (including where the RMB

clearing and settlement system for participating banks in the relevant RMB Settlement Centre(s) is disrupted or suspended), other than where such impossibility is due solely to the failure of the Issuer (or the Guarantor, as the case may be) to comply with any law, rule or regulation enacted by any Governmental Authority (unless such law, rule or regulation is enacted after the Issue Date of the first Tranche of the relevant Series and it is impossible for the Issuer (or the Guarantor, as the case may be), due to an event beyond its control, to comply with such law, rule or regulation); and

Spot Rate means, unless specified otherwise in the applicable Final Terms, the spot CNY/U.S. dollar exchange rate for the purchase of U.S. dollars with Renminbi in the over-the-counter Renminbi exchange market in the relevant RMB Settlement Centre(s) for settlement in two Determination Business Days' time, as determined by the RMB Calculation Agent at or around 11.00 a.m. (local time at the relevant RMB Settlement Centre(s)) on the Determination Date, on a deliverable basis by reference to Reuters Screen Page TRADCNY3, or if no such rate is available, on a non-deliverable basis by reference to Reuters Screen Page TRADNDF. If neither rate is available, the RMB Calculation Agent in good faith and in a commercially reasonable manner will determine the Spot Rate at or around 11:00 a.m. (local time at the relevant RMB Settlement Centre(s)) on the Determination Date as the most recently available U.S. dollar/CNY official fixing rate for settlement in two Determination Business Days reported by The State Administration of Foreign Exchange of the PRC, which is reported on Reuters Screen Page CNY=SAEC. Reference to a page on the Reuters Screen means the display page so designated on the Reuters Monitor Money Rates Service (or any successor service) or such other page as may replace that page for the purpose of displaying a comparable currency exchange rate.

All notifications, opinions, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of this by the RMB Calculation Agent, will (in the absence of wilful default, bad faith or manifest error) be binding on the Issuer, the Guarantor, the Paying Agents and all holders of the Notes.

5.9 RMB account

All payments in respect of any Note or Coupon in RMB will be made solely by credit to a RMB account maintained by the payee at a bank in the relevant RMB Settlement Centre(s) in accordance with applicable laws, rules, regulations and guidelines issued from time to time (including all applicable laws and regulations with respect to the settlement of RMB in the relevant RMB Settlement Centre(s)).

6. REDEMPTION AND PURCHASE

6.1 Redemption at maturity

Unless previously redeemed or purchased and cancelled as specified below, each Note will be redeemed by the Issuer at its Final Redemption Amount specified in the applicable Final Terms in the relevant Specified Currency on the Maturity Date specified in the applicable Final Terms.

6.2 Redemption for tax reasons

The Notes may be redeemed at the option of the Issuer in whole, but not in part, at any time (if this Note is not a Floating Rate Note) or on any Interest Payment Date (if this Note is a Floating Rate Note), on giving not less than the minimum period and not more than the maximum period of notice specified in the applicable Final Terms to the Trustee and the Agent and, in accordance with Condition 13, the Noteholders (which notice shall be irrevocable), if the Issuer or, as the case may be, the Guarantor satisfies the Trustee immediately before the giving of such notice that:

(a) on the occasion of the next payment due under the Notes, the Issuer has or will become obliged to pay additional amounts as provided or referred to in Condition 7 or the Guarantor would be unable for reasons outside its control to procure payment by the Issuer and in making payment itself would be required to pay such additional amounts, in each case as a result of any change in, or amendment to, the laws or regulations of a Tax Jurisdiction (as defined in Condition 7) or any change in the application or official interpretation of such laws or regulations, which change or amendment becomes effective on or after the date on which agreement is reached to issue the first Tranche of the Notes; and

(b) such obligation cannot be avoided by the Issuer or, as the case may be, the Guarantor taking reasonable measures available to it,

provided that no such notice of redemption shall be given earlier than 90 days prior to the earliest date on which the Issuer or, as the case may be, the Guarantor would be obliged to pay such additional amounts were a payment in respect of the Notes then due.

Prior to the publication of any notice of redemption pursuant to this Condition, the Issuer shall deliver to the Trustee to make available at its specified office to the Noteholders a certificate signed by two directors of the Issuer or, as the case may be, two directors of the Guarantor stating that the obligation referred to in paragraph (a) above cannot be avoided by the Issuer or, as the case may be, the Guarantor taking reasonable measures available to it and the Trustee shall be entitled to accept the certificate as sufficient evidence of the satisfaction of the condition precedent set out in paragraph (b) above, in which event it shall be conclusive and binding on the Noteholders and the Couponholders.

Notes redeemed pursuant to this Condition 6.2 will be redeemed at their Early Redemption Amount referred to in Condition 6.6 below together (if appropriate) with interest accrued to (but excluding) the date of redemption.

6.3 Redemption at the option of the Issuer

If Issuer Call Option is specified as being applicable in the applicable Final Terms, the Issuer may, having given not less than the minimum period nor more than the maximum period of notice specified in the applicable Final Terms to the Noteholders in accordance with Condition 13 (which notice shall be irrevocable and shall specify the date fixed for redemption), redeem all or, if so specified in the applicable Final Terms, some only of the Notes then outstanding on any Optional Redemption Date and at the Optional Redemption Amount(s) specified in the applicable Final Terms together, if appropriate, with interest accrued to (but excluding) the relevant Optional Redemption Date. Any such redemption must be of a nominal amount not less than the Minimum Redemption Amount and not more than the Maximum Redemption Amount, in each case as may be specified in the applicable Final Terms.

If Make Whole Call Option is specified as being applicable in the applicable Final Terms, the Issuer may, at any time but having given not less than the minimum period nor more than the maximum period of notice specified in the applicable Final Terms to the Noteholders in accordance with Condition 13 (which notice shall be irrevocable and shall specify the date fixed for redemption (the **Make Whole Optional Redemption Date**)), redeem all or, if so specified in the applicable Final Terms, some only, of the Notes then outstanding other than any such Note in respect of which an Optional Redemption Date pursuant to Condition 6.5 or Put Date pursuant to Condition 6.7 occurs prior to the relevant Make Whole Optional Redemption Date at a redemption price per Note (the **Make Whole Optional Redemption Amount**) equal to the higher of the following, in each case together with, if applicable, interest accrued to (but excluding) the relevant Make Whole Optional Redemption Date:

(i) the nominal amount of the Note; and

(ii) the sum of the then current values of the remaining scheduled payments of principal and interest to maturity (or, if Issuer Call Option is specified as being applicable in the applicable Final Terms, and the Optional Redemption Amount in respect of any Optional Redemption Date is specified as being an amount per Calculation Amount equal to 100 per cent. of the nominal amount of the relevant Note, the remaining scheduled payments of principal and interest to the first such Optional Redemption Date (assuming the Notes to be redeemed in full on such date), as specified in the applicable Final Terms) on the Notes to be redeemed (not including any interest accrued but unpaid on the Notes to, but excluding, the Make Whole Optional Redemption Date) discounted to the Make Whole Optional Redemption Date on an annual basis, semi-annual basis or such other basis as is equivalent to the frequency of interest payment on the Notes as determined by the Make Whole Determination Agent (based on the Day Count Fraction specified hereon) at (i) the Euro Make Whole Redemption Rate (as defined below), in the case of the Notes denominated in euro; (ii) the Gross Redemption Yield (as defined below), in the case of the Notes denominated in sterling; or (iii) the Make Whole Redemption Rate (as defined below), in the case of the Notes denominated in any currency other than euro or sterling, plus in each case any applicable Discount Margin specified in the applicable Final Terms, in each case as determined by the Reference Dealers or the Make Whole Determination Agent, as applicable.

Any notice of redemption given under the paragraph above will, in respect of the Notes to which it relates, override any notice of redemption given (whether previously, on the same date or subsequently) under Condition 6.2 or the first paragraph of this Condition 6.3.

Any such redemption must be of a nominal amount not less than the Minimum Make Whole Redemption Amount and not more than the Maximum Make Whole Redemption Amount specified in the applicable Final Terms.

In the case of a partial redemption of Notes, the Notes to be redeemed (**Redeemed Notes**) will (i) in the case of Redeemed Notes represented by definitive Notes, be selected individually by lot, not more than 30 days prior to the date fixed for redemption and (ii) in the case of Redeemed Notes represented by a Global Note, be selected in accordance with the rules of Euroclear and/or Clearstream, Luxembourg. In the case of Redeemed Notes represented by definitive Notes, a list of the serial numbers of such Redeemed Notes will be published in accordance with Condition 13 not less than 15 days prior to the date fixed for redemption.

As used above:

Make Whole Determination Agent means the entity specified as such in the applicable Final Terms or such other reputable financial services institution or an independent financial adviser with appropriate expertise as may be appointed as such from time to time for this purpose by the Issuer;

Euro Make Whole Redemption Rate means (i) the average of five Reference Dealer Quotations, after excluding the highest and the lowest of such Reference Dealer Quotations, or (ii) if the Make Whole Determination Agent obtains fewer than five such Reference Dealer Quotations, the average of any such Reference Dealer Quotations;

Euro Reference Stock means the euro-denominated security specified in the applicable Final Terms issued by German Federal Government Bond of Bundesrepublik Deutschland selected by the Make Whole Determination Agent (with the advice of the Reference Dealers and in consultation with the Issuer) as having an actual or interpolated maturity comparable to the Remaining Term of the Notes to be redeemed that would be utilised, at the time of selection and

in accordance with customary financial practice, in pricing new issues of corporate debt securities of a comparable maturity to the Remaining Term of the Notes;

Gross Redemption Yield on the Sterling Reference Stock means a yield, expressed as a percentage and calculated at or around 10.00 a.m. (London time) on the Determination Date specified in the applicable Final Terms by the Make Whole Determination Agent on the basis set out by the United Kingdom Debt Management Office in the paper "Formulae for Calculating Gilt Prices from Yields" page 5, Section One: Price/Yield Formulae (Conventional Gilts; Double-dated and Undated Gilts with Assumed (or Actual) Redemption on a Quasi-Coupon Date) (published on 8 June 1998 and updated on 15 January 2002 and 16 March 2005) (as updated, amended or supplemented from time to time) on a semi-annual compounding basis (converted on an annualised yield and rounded up (if necessary) to four decimal places) or, if such formula does not reflect generally accepted market practice at the time of redemption, a yield calculated in accordance with generally accepted market practice at such time, all as advised to the Issuer by the Make Whole Determination Agent;

Make Whole Redemption Rate on the Reference Stock means a yield expressed as a percentage and calculated by the Make Whole Determination Agent as at or around the time of day customary for such determination in the relevant market on the Determination Date and in accordance with generally accepted market practice at such time, as advised to the Issuer by the Make Whole Determination Agent;

Reference Dealer Quotation means in respect of each Reference Dealer the quotation of such Reference Dealer for the mid-market annual yield to maturity of the Euro Reference Stock (expressed as a percentage of its nominal amount) quoted in writing to the Make Whole Determination Agent by such Reference Dealer at or around 11.00 a.m. (Central European time) on the Determination Date specified in the applicable Final Terms;

Reference Dealers means any credit institution or financial services institution that regularly deals in bonds and other debt securities (which may include the Make Whole Determination Agent) and who is selected by the Make Whole Determination Agent after the consultation with the Issuer;

Reference Stock means the security specified as such in the applicable Final Terms (or, where the Make Whole Determination Agent advises the Issuer that such security is no longer in issue or, for reasons of illiquidity or otherwise, is no longer appropriate for such purpose, such other security as the Make Whole Determination Agent may determine to be appropriate by way of substitution for the original security);

Remaining Term means, with respect to any Note, the remaining term to the Maturity Date or, if Issuer Call Option is specified as being applicable in the applicable Final Terms and the Optional Redemption Amount is specified as being an amount per Calculation Amount equal to 100 per cent. of the nominal amount of the relevant Note, the first Optional Redemption Date; and

Sterling Reference Stock means the United Kingdom Government Treasury Stock specified in the applicable Final Terms (or, where the Make Whole Determination Agent advises the Issuer that such stock is no longer in issue or, for reasons of illiquidity or otherwise, is no longer appropriate for such purpose, such other United Kingdom government stock as the Make Whole Determination Agent may determine to be appropriate by way of substitution for the original stock).

6.4 Clean-up Call Option

If Clean-up Call Option is specified as being applicable in the applicable Final Terms and, at any time, the outstanding aggregate nominal amount of the Notes is less than or equal to the Minimum

Percentage (as specified in the applicable Final Terms, being a percentage of the aggregate nominal amount of the Notes originally issued (and, for these purposes, any further Notes issued pursuant to Condition 16 and consolidated with this Series of Notes shall be deemed to have been originally issued)), the Issuer may, at its option but subject to having given not more than sixty (60) nor less than thirty (30) calendar days' notice to the Noteholders (which notice shall be irrevocable) in according with Condition 13, redeem on the date specified in such notice, all, but not some only, of the remaining Notes in this Series at their Early Redemption Amount together, if appropriate, with any interest accrued to (but excluding) the date of redemption. The Clean-up Call Option may not be exercised where a Make Whole Call Option has previously or simultaneously been exercised in respect of the Notes.

Any notice of redemption given under this Condition 6.4 will, in respect of the Notes to which it relates, override any notice of redemption given (whether previously, on the same date or subsequently) under Condition 6.2.

6.5 Redemption at the option of the Noteholders (Investor Put) (other than upon a Change of Control)

If Investor Put other than upon a Change of Control is specified as being applicable in the applicable Final Terms, upon the holder of any Note giving to the Issuer in accordance with Condition 13 not less than the minimum period nor more than the maximum period notice specified in the applicable Final Terms, the Issuer will, upon the expiry of such notice, redeem such Note on the Optional Redemption Date and at the Optional Redemption Amount together, if appropriate, with interest accrued to (but excluding) the Optional Redemption Date.

To exercise the right to require redemption of this Note the holder of this Note must, if this Note is in definitive form and held outside Euroclear and Clearstream, Luxembourg or the Intermediary, deliver, at the specified office of any Paying Agent at any time during normal business hours of such Paying Agent falling within the notice period, a duly completed and signed notice of exercise in the form (for the time being current) obtainable from any specified office of any Paying Agent (a **Put Notice**) and in which the holder must specify a bank account to which payment is to be made under this Condition accompanied by this Note or evidence satisfactory to the Paying Agent concerned that this Note will, following delivery of the Put Notice, be held to its order or under its control. If this Note is represented by a Global Note or is in definitive form and held through Euroclear or Clearstream, Luxembourg or the Intermediary, to exercise the right to require redemption of this Note the holder of this Note must, within the notice period, give notice to the Agent of such exercise in accordance with the standard procedures of Euroclear and Clearstream, Luxembourg (which may include notice being given on their instruction by Euroclear or Clearstream, Luxembourg or any common depositary or common safekeeper, as the case may be, for them to the Agent by electronic means) or the Intermediary in a form acceptable to Euroclear and Clearstream, Luxembourg or the Intermediary, as the case may be, from time to time.

Any Put Notice or other notice given in accordance with the standard procedures of Euroclear and Clearstream, Luxembourg or the Intermediary, as the case may be, given by a holder of any Note pursuant to this Condition 6.5 shall be irrevocable except where, prior to the due date of redemption, an Event of Default has occurred and the Trustee has declared the Notes to be due and payable pursuant to Condition 9 is continuing, in which event such holder, at its option, may elect by notice to the Issuer to withdraw the notice given pursuant to this Condition 6.5 and instead to declare such Note forthwith due and payable pursuant to Condition 9.

6.6 Early Redemption Amounts

For the purpose of Conditions 6.2, 6.4, 6.7 and 9, each Note will be redeemed at its Early Redemption Amount calculated as follows:

(a) in the case of a Note with a Final Redemption Amount equal to the Issue Price, at the Final Redemption Amount thereof;

(b) in the case of a Note (other than a Zero Coupon Note) with a Final Redemption Amount which is or may be less or greater than the Issue Price, at the amount specified in the applicable Final Terms or, if no such amount or manner is so specified in the applicable Final Terms, at its nominal amount; or

(c) in the case of a Zero Coupon Note, at its Early Redemption Amount calculated in accordance with the following formula:

Early Redemption Amount = RP x $(1+AY)^{y}$

where:

RP means the Reference Price;

AY means the Accrual Yield expressed as a decimal; and

y is the Day Count Fraction specified in the applicable Final Terms which will be either (i) 30/360 (in which case the numerator will be equal to the number of days (calculated on the basis of a 360-day year consisting of 12 months of 30 days each) from (and including) the Issue Date of the first Tranche of the Notes to (but excluding) the date fixed for redemption or (as the case may be) the date upon which such Note becomes due and repayable and the denominator will be 360) or (ii) Actual/360 (in which case the numerator will be equal to the actual number of days from (and including) the Issue Date of the first Tranche of the Notes to (but excluding) the date fixed for redemption or (as the case may be) the date upon which such Note becomes due and repayable and the denominator will be 360) or (iii) Actual/365 (in which case the numerator will be equal to the actual number of days from (and including) the Issue Date of the first Tranche of the Notes to (but excluding) the date fixed for redemption or (as the case may be) the date upon which such Note becomes due and repayable and the denominator will be 365).

6.7 Redemption at the option of the Noteholders upon a Change of Control

(A) A **Put Event** will be deemed to occur if:

(i) any person or any persons acting in concert (as defined in section 1(3) of the Irish Takeover Panel Act 1997), other than a holding company (as defined in Section 736 of the Companies Act 1985 of Great Britain, as amended) whose shareholders are or are to be substantially similar to the pre-existing shareholders of the Guarantor, who acquires an interest (within the meaning of Part 17, Chapter IV of the Companies Act 2014 of Ireland) in (a) more than 50 per cent. of the issued or allotted ordinary share capital of the Guarantor or (b) shares in the capital of the Guarantor carrying more than 50 per cent. of the voting rights normally exercisable at a general meeting of the Guarantor (each, a **Change of Control**); and

(ii) during a Change of Control Period (as defined below), the Notes carry:

(a) an investment grade credit rating (*Baa3/BBB-, or equivalent, or better*) from one or more Rating Agencies (but not a non-investment grade credit rating (*Ba1/BB+, or equivalent, or worse*) from any Rating Agency), and one or more of such ratings are either downgraded to a non-investment

grade credit rating (*Ba1/BB+, or equivalent, or worse*) or withdrawn and such one or more ratings are not, within the Change of Control Period, subsequently (in the case of a downgrade) upgraded to an investment grade credit rating by the Rating Agencies; or

(b) a non-investment grade credit rating (*Ba1/BB+, or equivalent, or worse*) from one or more Rating Agencies (but not an investment grade credit rating (*Baa3/BBB-, or equivalent, or better*) from any Rating Agency), and one or more of such ratings are either downgraded by one or more notches (for illustration, *Ba1 to Ba2* being one notch) or withdrawn and such one or more ratings are not within the Change of Control Period, subsequently (in the case of a downgrade) upgraded to such earlier credit ratings or better; or

(c) an investment grade credit rating (*Baa3/BBB-, or equivalent, or better*) from one or more Rating Agencies and a non-investment grade credit rating (*Ba1/BB+ or equivalent, or worse*) from one or more Rating Agencies and either one or more of such investment grade credit ratings are downgraded to a non-investment grade credit rating (*Ba1/BB+, or equivalent, or worse*) or withdrawn or one or more of such non-investment grade credit ratings are downgraded by one or more notches (as illustrated in (b) above) or withdrawn and, in either case, such one or more credit ratings are not within the Change of Control Period, subsequently (in the case of a downgrade) upgraded to such earlier credit ratings or better; or

(d) no credit rating and no Rating Agency assigns within 90 days of such time an investment grade credit rating to the Notes; and

(iii) in making any relevant decision(s) as is referred to above, the relevant Rating Agency announces publicly or confirms in writing to the Guarantor that such decision(s) resulted, in whole or in part, from the occurrence of the Change of Control.

Change of Control Period means the period from the date of the public notice of an arrangement that could result in a Change of Control until the end of a 90-day period following public notice of the occurrence of a Change of Control (or such longer period as the rating of the Notes is under publicly announced consideration for rating review).

(B) If (i) Investor Put Option upon a Change of Control is specified as being applicable in the applicable Final Terms and (ii) if a Put Event occurs, each Noteholder shall have the option (a **Put Option**) (unless prior to the giving of the relevant Put Event Notice (as defined below) the Issuer has given notice of redemption under Condition 6.2 or 6.3 above) to require the Issuer to redeem or repay, or at the option of the Issuer, to purchase (or procure the purchase of) all or any part of the Notes held by such Noteholder on the Put Date (as defined below) at their Early Redemption Amount together, if appropriate, with interest accrued to but excluding the date of redemption or purchase. Such option shall operate as set out below.

(C) Within 30 days following a Put Event or, at the option of the Guarantor, prior to any Change of Control, but after the public announcement of the Change of Control, the Guarantor shall, and at any time upon the Trustee becoming similarly so aware the Trustee may, and if so requested by the holders of at least one-quarter in nominal amount of the Notes then outstanding or if so directed by an Extraordinary Resolution of the Noteholders, shall (subject in each case to being indemnified and/or secured to its

satisfaction), give notice (a **Put Event Notice**) to the Noteholders in accordance with Condition 13 specifying the nature of the Put Event and the procedure for exercising the option contained in this Condition 6.7.

(D) To exercise the Put Option the holder of the Note must, if the Notes are in definitive form and held outside Euroclear, Clearstream, Luxembourg or the Intermediary, deliver such Note, on any Payment Day (as defined in Condition 5 falling within the period (the **Put Period**) of 45 days after a Put Event Notice is given, at the specified office of any Paying Agent, accompanied by a duly signed and completed notice of exercise in the form (for the time being current) obtainable from the specified office of any Paying Agent (a **Change of Control Put Notice**). The Note should be delivered together, if appropriate, with all Coupons appertaining thereto maturing after the date which is seven days after the expiration of the Put Period (the **Put Date**), failing which (unless the applicable Final Terms provide that the relative Coupons are to become void upon the due date for redemption of such Note) the Paying Agent will require payment of an amount equal to the face value of any missing such Coupon. Any amount so paid will be reimbursed in the manner provided in Condition 5 against presentation and surrender of the relevant missing Coupon (or any replacement therefore issued pursuant to Condition 10 at any time after such payment, but before the expiry of the period of 10 years from the Relevant Date (as defined in Condition 7) in respect of that Coupon. The Paying Agent to which such Note and Change of Control Put Notice are delivered will issue to the Noteholder concerned a non-transferable receipt in respect of the Note so delivered. If the Notes are represented by a Global Note or are in definitive form and held through Euroclear and/or Clearstream, Luxembourg or the Intermediary, as the case may be, to exercise the right to require redemption of the Notes held by it the Noteholder must, within the Put Period, give notice of such exercise in accordance with the standard procedures of Euroclear and Clearstream, Luxembourg (which may include notice being given on his instruction by Euroclear or Clearstream, Luxembourg or any common depositary for them to the Agent by electronic means) or the Intermediary, as the case may be, in a form acceptable to Euroclear and Clearstream, Luxembourg or the Intermediary, as the case may be, from time to time and, at the same time, present or procure the presentation of the relevant Global Note to the Agent for notation accordingly. Payment in respect of any Note so delivered will be made, if the holder duly specified a bank account in the Change of Control Put Notice to which payment is to be made, on the Put Date by transfer to that bank account and, in every other case, on or after the Put Date against presentation and surrender or (as the case may be) endorsement of such receipt at the specified office of any Paying Agent. Payment in respect of any Notes represented by a Global Note or in definitive form and held through Euroclear and/or Clearstream, Luxembourg and/or the Intermediary, as the case may be, in respect of which the relevant Noteholder has exercised the option given under this Condition 6.7 will be made on the Put Date. A Change of Control Put Notice, once given, shall be irrevocable. The Issuer, failing which the Guarantor, shall redeem, repay or, as the case may be, purchase or procure the purchase of the relevant Notes on the Put Date unless previously redeemed or purchased and cancelled.

If 80 per cent. or more in nominal amount of the Notes then outstanding have been redeemed, repaid or repurchased pursuant to this Condition 6.7, the Issuer may, on not less than 30 or more than 60 days' notice to the Noteholders given within 30 days after the Put Date, redeem, repay, purchase or procure purchase of at its option, the remaining Notes as a whole at a price equal to the Early Redemption Amount thereof plus, if appropriate, interest accrued to but excluding the date of such redemption, repayment or purchase, as the case may be.

(E) If the rating designations employed by any of Moody's, S&P or Fitch are changed from those which are described in paragraph (A)(ii) above, or if a rating is procured from a Substitute Rating Agency, the Guarantor shall determine, with the agreement of the Trustee (not to be unreasonably withheld or delayed), the rating designations of Moody's, S&P or Fitch or such Substitute Rating Agency (as appropriate) as are most equivalent to the prior rating designations of Moody's, S&P or Fitch and paragraph (A)(ii) shall be read accordingly.

(F) The Trustee is under no obligation to ascertain whether a Put Event or Change of Control or any event which could lead to the occurrence of or could constitute a Put Event or Change of Control has occurred and, until it shall have actual knowledge or notice pursuant to the Trust Deed to the contrary, the Trustee may assume that no Put Event or Change of Control or other such event has occurred.

6.8 Purchases

The Issuer, the Guarantor or any Subsidiary of the Issuer or the Guarantor may at any time purchase Notes (provided that, in the case of definitive Notes, all unmatured Coupons and Talons appertaining thereto are purchased therewith) in any manner or at any price in the open market or otherwise. Such Notes may be held, reissued, resold or, at the option of the Issuer or the Guarantor, surrendered to any Paying Agent for cancellation.

6.9 Cancellation

All Notes which are redeemed will forthwith be cancelled (together with all unmatured Coupons and Talons attached thereto or surrendered therewith at the time of redemption). All Notes so cancelled and any Notes purchased and cancelled pursuant to Condition 6.8 above (together with all unmatured Coupons and Talons cancelled therewith) shall be forwarded to the Agent and cannot be reissued or resold.

6.10 Late payment on Zero Coupon Notes

If the amount payable in respect of any Zero Coupon Note upon redemption of such Zero Coupon Note pursuant to Condition 6.1, 6.2, 6.3, 6.4, 6.5, or 6.7 above or upon its becoming due and repayable as provided in Condition 9 is improperly withheld or refused, the amount due and repayable in respect of such Zero Coupon Note shall be the amount calculated as provided in Condition 6.6(c) above as though the references therein to the date fixed for the redemption or the date upon which such Zero Coupon Note becomes due and payable were replaced by references to the date which is the earlier of:

(a) the date on which all amounts due in respect of such Zero Coupon Note have been paid; and

(b) five days after the date on which the full amount of the moneys payable in respect of such Zero Coupon Notes has been received by the Agent or the Trustee and notice to that effect has been given to the Noteholders in accordance with Condition 13.

7. TAXATION

All payments of principal and interest in respect of the Notes and Coupons by or on behalf of the Issuer or the Guarantor will be made without withholding or deduction for or on account of any present or future taxes, charges or duties of whatever nature imposed or levied by or on behalf of any Tax Jurisdiction unless such withholding or deduction is required by law. In such event, the Issuer or, as the case may be, the Guarantor will pay such additional amounts as will result in the net amounts received by the holders of the Notes or Coupons (after such withholding or deduction) being equal to the respective amounts of principal and interest which would otherwise

have been receivable in respect of the Notes or Coupons, as the case may be, in the absence of such withholding or deduction; except that no such additional amounts shall be payable with respect to any Note or Coupon:

(a) presented for payment by or on behalf of a holder who is liable for such taxes or duties in respect of such Note or Coupon by reason of the holder having some connection with a Tax Jurisdiction other than the mere holding of such Note or Coupon; or

(b) presented for payment more than 30 days after the Relevant Date (as defined below) except to the extent that the holder thereof would have been entitled to such additional amounts on presenting the same for payment on the expiry of such period of 30 days assuming that day to have been a Payment Day (as defined in Condition 5.6); or

(c) presented for payment in circumstances where such withholding or deduction would not be required if the holder or any person acting on their behalf had satisfied any statutory requirements or obtained and/or presented any form or certificate or had made a declaration of non-residence or similar claim for exemption upon the presentation or making of which the holder would have been able to avoid such withholding or deduction; or

(d) where, in the case of CRH Funding B.V. as Issuer, such withholding or deduction is required to be made on payments in respect of the Notes and Coupons to affiliated entities (as defined in and pursuant to the Dutch Withholding Tax Act 2021 (*Wet bronbelasting 2021*)).

Notwithstanding any other provision of these Conditions, any amounts to be paid on the Notes by or on behalf of the Issuer will be paid net of any deduction or withholding imposed or required pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986, as amended (the **Code**) or otherwise imposed pursuant to Sections 1471 through 1474 of the Code (or any regulations thereunder or official interpretations thereof) or any intergovernmental agreement between the United States and another jurisdiction facilitating the implementation thereof (or any fiscal or regulatory legislation, rules or practices implementing such an intergovernmental agreement) (any such withholding or deduction, a **FATCA Withholding**). Neither the Issuer nor any other person will be required to pay any additional amounts in respect of FATCA Withholding.

As used herein:

(i) **Tax Jurisdiction** means Ireland in relation to CRH Finance DAC and CRH SMW Finance DAC, The Netherlands in relation to CRH Funding B.V., or, in each case, any political subdivision or any authority thereof or therein having power to tax (in the case of payments by the Issuer) or Ireland or any political subdivision or any authority thereof or therein having power to tax (in the case of payments by the Guarantor); and

(ii) the **Relevant Date** means the date on which such payment first becomes due, except that, if the full amount of the moneys payable has not been duly received by the Trustee or the Agent or, in respect of Swiss Notes only, the Principal Swiss Paying Agent, on or prior to such due date, it means the date on which, the full amount of such moneys having been so received, notice to that effect is duly given to the Noteholders in accordance with Condition 13.

8. PRESCRIPTION

The Notes and Coupons will become void unless claims in respect of principal and/or interest are made within a period of 10 years (in the case of principal) and five years (in the case of interest) after the Relevant Date (as defined in Condition 7) therefor.

There shall not be included in any Coupon sheet issued on exchange of a Talon any Coupon the claim for payment in respect of which would be void pursuant to this Condition or Condition 5.2 or any Talon which would be void pursuant to Condition 5.2.

9. EVENTS OF DEFAULT AND ENFORCEMENT

9.1 Events of Default

If any of the following events (**Events of Default**) occurs and is continuing, the Trustee at its discretion may and, if so requested by holders of at least one-quarter in nominal amount of the Notes then outstanding or if so directed by an Extraordinary Resolution, shall (subject, in each case, to being indemnified and/or secured and/or pre-funded to its satisfaction) give notice to the Issuer and the Guarantor that the Notes are, and they shall immediately become, due and payable at their Early Redemption Amount together with accrued interest:

(i) **Non-Payment of Principal**: default is made for a period of more than seven days in the payment in the Specified Currency on the due date of principal in respect of any of the Notes; or

(ii) **Non-Payment of Interest**: default is made for a period of more than 14 days in the payment in the Specified Currency on the due date of interest in respect of any of the Notes; or

(iii) **Breach of Other Obligations**: the Issuer or the Guarantor does not perform or comply with any one or more of its other obligations in the Notes or the Trust Deed which default is, in the opinion of the Trustee, incapable of remedy or, if in the opinion of the Trustee capable of remedy, is not in the opinion of the Trustee remedied within 45 days after notice of such default shall have been given to the Issuer or the Guarantor by the Trustee; or

(iv) **Cross-Default**:

(A) any other present or future indebtedness of the Issuer or the Guarantor or any Principal Subsidiary for or in respect of moneys borrowed or raised becomes due and payable prior to its stated maturity by reason of any actual or potential default, event of default or the like (howsoever described); or

(B) any such indebtedness is not paid when due or, as the case may be, within any applicable grace period; or

(C) the Issuer or the Guarantor or any Principal Subsidiary fails to pay when due any amount payable by it under any present or future guarantee for, or indemnity in respect of indebtedness for or in respect of, any moneys borrowed or raised,

provided that the aggregate amount of the relevant indebtedness, guarantees and indemnities in respect of which one or more of the events mentioned above in this paragraph (iv) have occurred equals or exceeds the greater of €150,000,000 or 1 per cent. of Consolidated Tangible Net Worth or its equivalent in any other currency or currencies and provided further that the amount of any such indebtedness, guarantee or indemnity shall not be taken into account for the purpose of this paragraph (iv) if the

Issuer, the Guarantor or the relevant Principal Subsidiary, as the case may be, is contesting in good faith through appropriate proceedings its liability to make payment thereunder; or

(v) **Enforcement Proceedings**: a distress, attachment, execution or other legal process is levied, enforced or sued out on or against any substantial part of the property, assets or revenues of the Issuer or the Guarantor or any Principal Subsidiary and is not discharged or stayed within 90 days thereof; or

(vi) **Insolvency**: any of the Issuer or the Guarantor or any Principal Subsidiary is insolvent or bankrupt or unable to pay its debts, stops, suspends or threatens to stop or suspend payment of all or a substantial part of its debts, proposes or makes a general assignment or an arrangement or composition with or for the benefit of the relevant creditors in respect of any of such debts or a moratorium is agreed, declared or comes into effect in respect of or affecting all or any part of the debts of the Issuer, the Guarantor or any Principal Subsidiary; or

(vii) **Winding-up**: an administrator, receiver or examiner or other similar official is appointed, an order is made or an effective resolution passed for the winding-up or dissolution or administration or receivership or examinership of the Issuer or the Guarantor or any Principal Subsidiary, or the Issuer or the Guarantor or any Principal Subsidiary shall apply or petition for a winding-up or administration order or a court protection order is made in respect of itself or cease or through an official action of its board of directors threaten to cease to carry on all or substantially all of its business, in each case except for the purpose of and followed by a reconstruction, amalgamation, reorganisation, merger or consolidation (A) on terms approved by the Trustee or by an Extraordinary Resolution of the Noteholders or (B) in the case of a Principal Subsidiary, whereby the undertaking and assets of such Principal Subsidiary are transferred to or otherwise vested in the Issuer or the Guarantor (as the case may be) or another Subsidiary and except that none of the Issuer, the Guarantor and any Principal Subsidiary shall be treated as having threatened to cease or having ceased to carry on all or substantially all of its business by reason of any announcement of any disposal or by reason of any disposal on an arms' length basis; or

(viii) **Control of the Issuer**: the Guarantor ceases to control directly or indirectly the Issuer; or

(ix) **Guarantee**: the Guarantee is not (or is claimed by the Guarantor not to be) in full force and effect,

provided that, in relation to paragraphs (v), (vi) and (vii), in each case in respect of any Principal Subsidiary, and (iii) and (ix), the Trustee shall have certified that in its opinion such event is materially prejudicial to the interests of the Noteholders.

Consolidated Tangible Net Worth means at any time the aggregate of:

(a) the amount paid up or credited as paid up on the issued share capital of the Guarantor; and

(b) the amount standing to the credit of the consolidated capital and revenue reserves of the Guarantor,

all as shown in the latest audited annual financial statements of the Guarantor, but adjusted as may be necessary to reflect any variation in the paid up share capital or share premium account of the Guarantor since the date of such financial statements. A certificate signed by two directors of the Guarantor, whether or not addressed to the Trustee, setting out the amount of the

Consolidated Tangible Net Worth at the date of such certificate including any such adjustments shall, in the absence of manifest error, be conclusive and binding on the Issuer, the Guarantor and the Noteholders, all as further provided in the Trust Deed.

9.2 Enforcement

The Trustee may at any time, at its discretion and without notice, take such proceedings against the Issuer and/or the Guarantor as it may think fit to enforce the provisions of the Trust Deed, the Notes and the Coupons, but it shall not be bound to take any such proceedings or any other action in relation to the Trust Deed, the Notes or the Coupons unless (i) it shall have been so directed by an Extraordinary Resolution or so requested in writing by the holders of at least one-quarter in nominal amount of the Notes then outstanding and (ii) it shall have been indemnified and/or secured and/or pre-funded to its satisfaction.

No Noteholder or Couponholder shall be entitled to proceed directly against the Issuer or the Guarantor unless the Trustee, having become bound so to proceed, (i) fails so to do within a reasonable period, or (ii) is unable for any reason so to do and the failure or inability shall be continuing.

10. REPLACEMENT OF NOTES, COUPONS AND TALONS

Should any Note, Coupon or Talon be lost, stolen, mutilated, defaced or destroyed, it may be replaced at the specified office of the Agent upon payment by the claimant of such costs and expenses as may be incurred in connection therewith and on such terms as to evidence and indemnity as the Issuer may reasonably require. Mutilated or defaced Notes, Coupons or Talons must be surrendered before replacements will be issued.

11. PAYING AGENTS

The names of the initial Paying Agents and their initial specified offices are set out below. If any additional Paying Agents are appointed in connection with any Series, the names of such Paying Agents will be specified in Part B of the applicable Final Terms.

The Issuer is entitled, with the prior written approval of the Trustee, to vary or terminate the appointment of any Paying Agent and/or appoint additional or other Paying Agents and/or approve any change in the specified office through which any Paying Agent acts, provided that:

(a) there will at all times be an Agent;

(b) so long as the Notes are listed on any stock exchange or admitted to listing by any other relevant authority, there will at all times be a Paying Agent with a specified office in such place as may be required by the rules and regulations of the relevant stock exchange or other relevant authority; and

(c) there will at all times be a Paying Agent in a jurisdiction within Europe.

In addition, the Issuer shall forthwith appoint a Paying Agent having a specified office in New York City in the circumstances described in Condition 5.4.

In respect of any Swiss Notes, the Issuer will at all times maintain a Paying Agent having a specified office in Switzerland and will at no time maintain a Paying Agent having a specified office outside Switzerland.

The Issuer shall maintain the Make Whole Determination Agent and the Reference Dealers only at such times when the relevant functions specified in Condition 6.3 need to be performed.

Except where a Paying Agent is appointed in a jurisdiction outside Europe in relation to a specific Series of Notes only, notice of any variation, termination, appointment or change in Paying Agents will be given to the Noteholders promptly by the Issuer in accordance with Condition 13. Where a Paying Agent is appointed in a jurisdiction outside Europe in relation to a specific Series of Notes only, details of such Paying Agent will be set out in the applicable Final Terms and notice of any variation, termination, appointment or change in such Paying Agent will be given to the holders of that Series of Notes promptly by the Issuer in accordance with Condition 13.

In acting under the Agency Agreement, the Paying Agents act solely as agents of the Issuer and the Guarantor and, in certain circumstances specified therein, of the Trustee and do not assume any obligation to, or relationship of agency or trust with, any Noteholders or Couponholders. The Agency Agreement contains provisions permitting any entity into which any Paying Agent is merged or converted or with which it is consolidated or to which it transfers all or substantially all of its assets to become the successor paying agent.

12. EXCHANGE OF TALONS

On and after the Interest Payment Date on which the final Coupon comprised in any Coupon sheet matures, the Talon (if any) forming part of such Coupon sheet may be surrendered at the specified office of the Agent or any other Paying Agent in exchange for a further Coupon sheet including (if such further Coupon sheet does not include Coupons to (and including) the final date for the payment of interest due in respect of the Note to which it appertains) a further Talon, subject to the provisions of Condition 8.

13. NOTICES

All notices regarding the Notes will be deemed to be validly given if published (a) in a leading English language daily newspaper of general circulation in the United Kingdom and (b) if and for so long as the Notes are admitted to trading on, and listed on the Official List of Euronext Dublin and the guidelines of Euronext Dublin so require, filed with the Primary Information Provider (which, for the purposes of these Conditions means the regulatory news distribution service utilised by Euronext Dublin to publish and distribute announcements) by Euronext Dublin. The Issuer shall also ensure that notices are duly published in a manner which complies with the rules of any stock exchange or other relevant authority on which the Notes are for the time being listed or by which they have been admitted to trading including publication on the website of the relevant stock exchange or relevant authority if required by those rules. Any such notice will be deemed to have been given on the date of the first publication or, where required to be published in more than one newspaper, on the date of the first publication in all required newspapers. If publication as provided above is not practicable, a notice will be given in such other manner, and will be deemed to have been given on such date, as the Trustee shall approve.

Until such time as any definitive Notes are issued, there may, so long as any Global Notes representing the Notes are held in their entirety on behalf of Euroclear and/or Clearstream, Luxembourg, be substituted for such publication in such newspaper(s) or such websites the delivery of the relevant notice to Euroclear and/or Clearstream, Luxembourg for communication by them to the holders of the Notes and, in addition, for so long as any Notes are listed on a stock exchange or are admitted to trading by another relevant authority and the rules of that stock exchange or relevant authority so require, such notice will be published on the website of the relevant stock exchange or relevant authority and/or in a daily newspaper of general circulation in the place or places required by those rules. Any such notice shall be deemed to have been given to the holders of the Notes on the day as is specified in the applicable Final Terms.

So long as Swiss Notes are listed on the SIX Swiss Exchange and so long as the rules of the SIX Swiss Exchange so require, all notices in respect of Swiss Notes shall be validly given through the Principal Swiss Paying Agent on behalf of the Issuer or the Guarantor, as the case may be,

by means of electronic publication on the internet website of the SIX Swiss Exchange (https://www.six-group.com/en/home.html, where notices are currently published under https://www.six-group.com/en/products-services/the-swiss-stock-exchange.html) or otherwise in accordance with the regulations of the SIX Swiss Exchange. Any such notices shall be deemed to have been validly given on the date of such publication or if published more than once, on the first date of such publication.

Notices to be given by any Noteholder shall be in writing and given by lodging the same, together (in the case of any Note in definitive form) with the relative Note or Notes, with the Agent. Whilst any of the Notes are represented by a Global Note, such notice may be given by any holder of a Note to the Agent through Euroclear and/or Clearstream, Luxembourg, as the case may be, in such manner as the Agent and Euroclear and/or Clearstream, Luxembourg, as the case may be, may approve for this purpose.

14. MEETINGS OF NOTEHOLDERS, MODIFICATION, WAIVER AND SUBSTITUTION

The Trust Deed contains provisions for convening meetings of the Noteholders to consider any matter affecting their interests, including the sanctioning by Extraordinary Resolution of a modification of the Notes, the Coupons or any of the provisions of the Trust Deed. Such a meeting may be convened by the Issuer, the Guarantor or the Trustee and shall be convened by the Issuer if required in writing by Noteholders holding not less than ten per cent. in nominal amount of the Notes for the time being remaining outstanding. The quorum at any such meeting for passing an Extraordinary Resolution is one or more persons holding or representing not less than 50 per cent. in nominal amount of the Notes for the time being outstanding, or at any adjourned meeting one or more persons being or representing Noteholders whatever the nominal amount of the Notes so held or represented, except that at any meeting the business of which includes the modification of certain provisions of the Notes or the Coupons or the Trust Deed (including modifying the date of maturity of the Notes or any date for payment of interest thereon, reducing or cancelling the amount of principal or the rate of interest payable in respect of the Notes or altering the currency of payment of the Notes or the Coupons), the quorum shall be one or more persons holding or representing not less than two-thirds in nominal amount of the Notes for the time being outstanding, or at any adjourned such meeting one or more persons holding or representing not less than one-third in nominal amount of the Notes for the time being outstanding. An Extraordinary Resolution passed at any meeting of the Noteholders shall be binding on all the Noteholders, whether or not they are present at the meeting, and on all Couponholders.

The Trustee may agree, without the consent of the Noteholders or Couponholders, to any modification of, or to the waiver or authorisation of any breach or proposed breach of, any of the provisions of the Notes or the Trust Deed, or determine, without any such consent as aforesaid, that any Event of Default or potential Event of Default shall not be treated as such, where, in any such case, it is not, in the opinion of the Trustee, materially prejudicial to the interests of the Noteholders so to do or may agree, without any such consent as aforesaid, to any modification which is of a formal, minor or technical nature or to correct a manifest error or an error which, in the opinion of the Trustee, is proven. Any such modification shall be binding on the Noteholders and the Couponholders and any such modification shall be notified to the Noteholders in accordance with Condition 13 as soon as practicable thereafter. In addition, the Trustee shall be obliged to concur with the Issuer in effecting any Benchmark Amendments in the circumstances and as otherwise set out in Condition 4.2(h) without the consent or approval of the Noteholders or Couponholders.

The Trust Deed provides for (i) a resolution passed at a meeting duly convened and held in accordance with the Trust Deed by a majority consisting of not less than three-quarters of the votes cast on such resolution, (ii) a resolution, with or without notice, in writing signed by or on

behalf of the holder or holders of not less than 75 per cent. of the nominal amount of the Notes for the time being outstanding, or (iii) consent given by way of electronic consents through the relevant clearing system(s) (in a form satisfactory to the Trustee) by or on behalf of the holders of not less than 75 percent in nominal amount of the Notes to be effective and binding as if they were an Extraordinary Resolution duly passed at a meeting of the Noteholders.

In connection with the exercise by it of any of its trusts, powers, authorities and discretions (including, without limitation, any modification, waiver, authorisation or determination), the Trustee shall have regard to the general interests of the Noteholders as a class (but shall not have regard to any interests arising from circumstances particular to individual Noteholders or Couponholders whatever their number) and, in particular but without limitation, shall not have regard to the consequences of any such exercise for individual Noteholders or Couponholders (whatever their number) resulting from their being for any purpose domiciled or resident in, or otherwise connected with, or subject to the jurisdiction of, any particular territory or any political sub-division thereof and the Trustee shall not be entitled to require, nor shall any Noteholder or Couponholder be entitled to claim, from the Issuer, the Guarantor, the Trustee or any other person any indemnification or payment in respect of any tax consequences of any such exercise upon individual Noteholders or Couponholders except to the extent already provided for in Condition 7 and/or any undertaking or covenant given in addition to, or in substitution for, Condition 7 pursuant to the Trust Deed.

The Trustee may, without the consent of the Noteholders, agree with the Issuer to the substitution in place of the Issuer (or of any previous substitute under this Condition) as the principal debtor under the Notes, the Coupons and the Trust Deed of another company, being a Subsidiary of the Guarantor, or agree with the Guarantor to the substitution in place of the Guarantor (or of any previous substitute under this Condition) by its successor in business or by any Subsidiary of the Guarantor or its successor in business, subject to (a) in the case of the substitution of the Issuer the Notes being unconditionally and irrevocably guaranteed by the Guarantor, (b) the Trustee being satisfied that the interests of the Noteholders will not be materially prejudiced by the substitution and (c) certain other conditions set out in the Trust Deed being complied with.

15. INDEMNIFICATION OF THE TRUSTEE AND TRUSTEE CONTRACTING WITH THE ISSUER AND/OR THE GUARANTOR

The Trust Deed contains provisions for the indemnification of the Trustee and for its relief from responsibility, including provisions relieving it from taking action unless indemnified and/or secured and/or pre-funded to its satisfaction.

The Trust Deed also contains provisions pursuant to which the Trustee is entitled, *inter alia*, (a) to enter into business transactions with the Issuer, the Guarantor and/or any of their respective Subsidiaries and to act as trustee for the holders of any other securities issued or guaranteed by, or relating to, the Issuer, the Guarantor and/or any of their respective Subsidiaries, (b) to exercise and enforce its rights, comply with its obligations and perform its duties under or in relation to any such transactions or, as the case may be, any such trusteeship without regard to the interests of, or consequences for, the Noteholders or Couponholders and (c) to retain and not be liable to account for any profit made or any other amount or benefit received thereby or in connection therewith.

16. FURTHER ISSUES

The Issuer shall be at liberty from time to time without the consent of the Noteholders or the Couponholders to create and issue further notes having terms and conditions the same as the Notes or the same in all respects save for the amount and date of the first payment of interest thereon and the date from which interest starts to accrue and so that the same shall be consolidated and form a single Series with the outstanding Notes.

17. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

No person shall have any right to enforce any term or condition of this Note under the Contracts (Rights of Third Parties) Act 1999, but this does not affect any right or remedy of any person which exists or is available apart from that Act.

18. GOVERNING LAW AND SUBMISSION TO JURISDICTION

18.1 Governing law

The Trust Deed (including the Guarantee), the Agency Agreement, the Notes and the Coupons and any non-contractual obligations arising out of or in connection with the Guarantee, the Agency Agreement, the Notes and the Coupons, are governed by, and shall be construed in accordance with, English law.

18.2 Submission to jurisdiction

(a) Subject to Condition 18.2(c) below, the English courts have exclusive jurisdiction to settle any dispute arising out of or in connection with the Trust Deed, the Notes and/or the Coupons, including any dispute as to their existence, validity, interpretation, performance, breach or termination or the consequences of their nullity and any dispute relating to any non-contractual obligations arising out of or in connection with the Trust Deed, the Notes and/or the Coupons (a **Dispute**) and accordingly each of the Issuer and the Trustee and any Noteholders or Couponholders in relation to any Dispute submits to the exclusive jurisdiction of the English courts.

(b) For the purposes of this Condition 18.2, the Issuer waives any objection to the English courts on the grounds that they are an inconvenient or inappropriate forum to settle any Dispute.

(c) To the extent allowed by law, the Trustee, the Noteholders and the Couponholders may also, in respect of any Dispute or Disputes, take (i) proceedings in any court of competent jurisdiction of members of the European Union in accordance with the Brussels Ia Regulation or of states that are parties to the Lugano II Convention; and (ii) concurrent proceedings in any number of jurisdictions identified in this Condition 18.2.

In this Condition 18.2:

Brussels Ia Regulation means Regulation (EU) No 1215/2012 of the European Parliament and of the Council of 12 December 2012 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters, as amended; and

Lugano II Convention means the Convention on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters, signed on 30 October 2007.

18.3 Appointment of Process Agent

The Issuer appoints CRH Finance (U.K.) plc at its registered office at Ground Floor T3 Trinity Park, Bickenhill Lane, Birmingham B37 7ES, United Kingdom as its agent for service of process in any Proceedings before the English courts in relation to any Dispute, and agrees that, in the event of CRH Finance (U.K.) plc being unable or unwilling for any reason so to act, it will appoint another person approved by the Trustee as its agent for service of process in England in respect of any Dispute. The Issuer agrees that failure by a process agent to notify it of any process will not invalidate service. Nothing herein shall affect the right to serve process in any other manner permitted by law.

USE OF PROCEEDS

The net proceeds from each issue of Notes will be applied by the relevant Issuer for its general corporate purposes, which include, *inter alia*, making intra-group loans and equity contributions to Group companies. If in respect of an issue, there is a particular identified use of proceeds, this will be stated in the applicable Final Terms.

DESCRIPTION OF CRH FINANCE DAC

Overview

CRH Finance Designated Activity Company (**CRH Finance**) is an indirect wholly-owned subsidiary of CRH. CRH Finance is incorporated in Ireland with registration number 50074. CRH Finance was incorporated under the Companies Act 1963 (as amended) on 17 December 1974 as a limited liability company under the name Cement-Roadstone Finance Limited and its name was changed to CRH Finance Limited with the approval of the Registrar of Companies on 2 June 1987. By ordinary and special resolutions dated 31 August 2016, CRH Finance elected to re-register as a designated activity company under Section 56(1) of the Companies Act 2014 of Ireland (as amended) and to adopt a new constitution in connection therewith. CRH Finance was re-registered as a designated activity company and its name was changed to CRH Finance DAC with effect from 16 September 2016. The address of CRH Finance's registered office is 42 Fitzwilliam Square, Dublin 2, D02 R279, Ireland and the telephone number of the registered office is +353-1-634-4340.

The issued share capital of CRH Finance is legally and beneficially owned and directly controlled by CRH and CRH Belgard Unlimited Company (an indirect wholly-owned subsidiary of CRH). The rights of CRH as a shareholder in CRH Finance are contained in the constitution of CRH Finance and CRH Finance is managed by its directors in accordance with its constitution and with Irish law.

All transactions between CRH and CRH Finance are carried out on an arm's length basis.

Business of CRH Finance

CRH Finance is a finance company established principally to borrow and lend monies to the Group companies on behalf of CRH.

Board of Directors

The Directors and Company Secretary of CRH Finance and their functions and principal activities outside the Group, are as follows:

Name	Title	Principal activities outside the Group
Aylwyn Bryan[(1)]	Director	-
Alan Connolly[(1)]	Director	-
Neil Colgan[(2)]	Director	-
CRH Corporate Services Limited	Company Secretary	-

The business address of each of the above Directors is: (1) Stonemason's Way, Rathfarnham, Dublin 16, D16 KH51, Ireland and (2) 42 Fitzwilliam Square, Dublin 2, D02 R279, Ireland.

There are no potential conflicts of interest between the duties to CRH Finance of any of the Directors listed above and their private interests and/or other duties.

Share Capital

The authorised share capital of CRH Finance is €6,250,002,500 divided into 4,000,001,000 "A" Ordinary Shares with a par value of €1.25 each, 1,000 "B" Ordinary Shares with a par value of €1.25 each and 1,000,000,000 "C" Redeemable Shares of €1.25 each. Its issued and fully paid-up share capital is €1,122,037,808 being made up of 100,001,000 "A" Ordinary Shares with a par value of €1.25 each, 1,000

“B” Ordinary Shares with a par value of €1.25 each and 797,628,246 “C” Redeemable Shares of €1.25 each.

Litigation

CRH Finance is not and has not been involved in any governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which CRH Finance is aware), during the 12 months prior to the date hereof, which may have, or have had in the recent past a significant effect on the financial position or profitability of CRH Finance.

Financial Information

Pursuant to the provisions of Section 357(1)(b) of the Companies Act 2014 of Ireland (as amended), CRH has guaranteed the liabilities of CRH Finance for the financial years ended 31 December 2023, 31 December 2024 and 31 December 2025 and, as a result, CRH Finance has been exempted from the filing provisions of Sections 347 and 348 of the Companies Act 2014 of Ireland (as amended). CRH Finance is an indirect wholly-owned subsidiary of CRH and the consolidated accounts of CRH Finance are consolidated into the consolidated annual accounts of CRH.

DESCRIPTION OF CRH FUNDING B.V.

Overview

CRH Funding B.V. is an indirect wholly-owned subsidiary of CRH. CRH Funding B.V. has no subsidiaries. CRH Funding B.V. is registered with the Trade Register of the Chamber of Commerce under number 57502536 and has its corporate seat at Rijswijk (Zuid-Holland), The Netherlands. CRH Funding B.V. was incorporated under the laws of The Netherlands on 19 March 2013 as a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*), under the name "CRH Funding B.V.". The address of CRH Funding B.V.'s registered office is De Klencke 10, 1083 HL Amsterdam, The Netherlands and the telephone number of the registered office is +31 20 304 5100.

The issued share capital of CRH Funding B.V. is ultimately beneficially owned and controlled by CRH. The rights of CRH as a shareholder in CRH Funding B.V. are contained in the articles of association of CRH Funding B.V. and Dutch law and CRH Funding B.V. is managed by its directors in accordance with those articles and with Dutch law.

All transactions between CRH and CRH Funding B.V. are carried out on an arm's length basis.

Business of CRH Funding B.V.

CRH Funding B.V. acts as a finance company on behalf of CRH.

Board of Directors

The Director of CRH Funding B.V. and its functions is as follows:

Name	Title
CRH Nederland B.V.	Director

The Director listed above has no activities outside the Group which are significant with respect to the Group.

The business address of the Director is De Klencke 10, 1083 HL Amsterdam, The Netherlands.

There are no potential conflicts of interest between the duties to CRH Funding B.V. of the Director listed above and its corporate interests and/or other duties.

The Director of CRH Nederland B.V. and its functions is as follows:

Name	Title
CRH International B.V.	Director

The Directors of CRH International B.V. and their functions are as follows:

Name	Title
Arijan Johan Bakker	Director
Niamh Flood	Director
Tessa Laura Maria Hageman	Director
Lynsey Margaret Susannah Shepherd	Director

Litigation

CRH Funding B.V. is not and has not been involved in any governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which CRH Funding B.V. is aware), during the 12 months prior to the date hereof, which may have, or have had in the recent past a significant effect on the financial position or profitability of CRH Funding B.V.

Share Capital

The authorised share capital of CRH Funding B.V. is €10,000 divided into 10 ordinary shares with a par value of €1,000 each. Its equity share capital is €10,000 as at 31 December 2025.

Financial Information

CRH Funding B.V.'s annual financial year-end date is 31 December. CRH Funding B.V.'s latest annual audited financial statements are for the year ended 31 December 2025.

The independent auditors of CRH Funding B.V. are Deloitte Accountants B.V., who have audited CRH Funding B.V.'s financial statements for the financial years ended 31 December 2023, 31 December 2024 and 31 December 2025, which is a member of the Netherlands Institute of Chartered Accountants (*Nederlandse Beroepsorganisatie van Accountants*) and is authorised and regulated by the Dutch Authority for Financial Markets (*Autoriteit Financiële Markten*).

DESCRIPTION OF CRH SMW FINANCE DAC

Overview

CRH SMW Finance Designated Activity Company (**CRH SMW**) is an indirect wholly-owned subsidiary of CRH. CRH Belgard Unlimited Company, an indirect wholly-owned subsidiary of CRH, owns one ordinary share of €1.00 in the issued share capital of CRH SMW (representing 100 per cent. of the issued share capital). CRH SMW is incorporated in Ireland with registration number 648773. CRH SMW was incorporated under the Companies Act 2014 (as amended) on 24 April 2019 as a designated activity company. The address of CRH SMW's registered office is 42 Fitzwilliam Square, Dublin 2, D02 R279, Ireland and the telephone number of the registered address is +353-1-634-4340.

All transactions between CRH and CRH SMW are carried out on an arm's length basis.

The issued share capital of CRH SMW is legally and beneficially owned and directly controlled by CRH Belgard Unlimited Company (an indirect wholly-owned subsidiary of CRH). The rights of CRH as a shareholder in CRH SMW are contained in the constitution of CRH SMW and CRH SMW is managed by its directors in accordance with its constitution and with Irish law.

Business of CRH SMW

CRH SMW is a finance company established principally to borrow and lend monies to the Group companies on behalf of CRH.

Board of Directors

The Directors of and Company Secretary of CRH SMW and their functions, are as follows:

Name	Title
Aylwyn Bryan[(1)]	Director
Alan Connolly[(1)]	Director
Neil Colgan[(2)]	Director
CRH Corporate Services Limited	Company Secretary

None of the members of the Board of Directors listed above has any activities outside the Group which are significant with respect to the Group.

The business address of the above Directors is: (1) Stonemason's Way, Rathfarnham, Dublin 16, D16 KH51, Ireland and (2) 42 Fitzwilliam Square, Dublin 2, D02 R279, Ireland.

There are no potential conflicts of interest between the duties to CRH SMW of any of the Directors listed above and their private interests and/or other duties.

Litigation

CRH SMW is not and has not been involved in any governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which CRH SMW is aware), during the 12 months prior to the date hereof, which may have, or have had in the recent past a significant effect on the financial position or profitability of CRH SMW.

Share Capital

The authorised share capital of CRH SMW is €1,000,000 divided into 1,000,000 ordinary shares of €1.00 each. Its issued and fully paid up share capital is €1.00 made up of 1 ordinary share of €1.00.

Financial Information

CRH SMW's annual financial year-end date is 31 December. CRH SMW commenced operations in August 2019. Pursuant to the provisions of Section 357(1)(b) of the Companies Act 2014 of Ireland (as amended), CRH has guaranteed the liabilities of CRH SMW for the financial periods ended 31 December 2023, 31 December 2024 and 31 December 2025 and, as a result, CRH SMW has been exempted from the filing provisions of Sections 347 and 348 of the Companies Act 2014 of Ireland (as amended). CRH SMW is an indirect wholly-owned subsidiary of CRH and the consolidated accounts of CRH SMW are consolidated into the consolidated annual accounts of CRH.

DESCRIPTION OF CRH PLC

Overview

CRH plc (**CRH**) is the leading provider of building materials critical to modernising infrastructure. With a team of 83,000 people across 4,000 locations as at the year ended 31 December 2025, the Group's unmatched scale, connected portfolio, and deep local relationships makes it the partner of choice for transportation, water and reindustrialisation projects, shaping communities for a better tomorrow. The Group, which has market leadership positions in North America, Europe and Australia, has grown rapidly since formation in 1970 and in 2025 generated U.S.$37.4 billion of total revenues, U.S.$3.8 billion of net income and U.S.$7.7 billion of Adjusted EBITDA (as defined in the section entitled "*Non-GAAP Reconciliation* and Supplementary Information" on pages 35 to 38 for a reconciliation to the most directly comparable GAAP measure of the CRH plc 2025 Annual Report on Form 10-K incorporated by reference in this Base Prospectus).

In 2025, 40 per cent. of total revenues for the Group came from infrastructure, 32 per cent. from residential construction and 28 per cent. from non-residential construction. 60 per cent. of total revenues came from sales to new-build construction, while 40 per cent. of total revenues came from repair and remodel activity.

The Group's connected portfolio supplies building materials across the construction value chain, better serving its customers' needs and driving repeat business whilst making construction simpler, safer and more sustainable.

This customer-centric approach combines the Group's unique entrepreneurial culture, leading performance and local market knowledge with the Group's value-added building products and services enabling the Group to be a valuable partner for customers across the Group's end-markets. The Group's leading positions of scale serve transportation and critical infrastructure, reindustrialisation projects and commercial and residential construction activity.

The Group has a proven track record of growing and creating value through acquisition with over 1,250 deals completed in its history. The Group acquires businesses at attractive valuations and creates value by connecting them with its existing operations and generating synergies. The Group takes an active approach to portfolio management and continuously reviews the competitive landscape for attractive investment and divestiture opportunities to deliver further growth and value creation for shareholders. In 2025, the Group completed 38 acquisitions for a total consideration of U.S.$4.1 billion compared with U.S.$5.0 billion in 2024. The largest acquisition in 2025 was in the Group's Americas Materials Solutions segment where the Group completed the acquisition of Eco Material Technologies ("**Eco Material**"), North America's leading supplier of Supplementary Cementitious Materials ("**SCMs**").

CRH has a listing on the NYSE for its ordinary shares, represented by the ticker symbol "CRH".

References to the ordinary shares refer to the ordinary shares of €0.32 each of CRH.

Connected Portfolio

The Group's connected portfolio of value-added building materials, products and services serves transportation and critical infrastructure construction (including highways, bridges, rail, water, energy and telecommunications projects), reindustrialisation activity (including manufacturing and data centre projects) and commercial and residential markets across North America, Europe and Australia.

Essential Materials

Essential Materials, consisting of aggregates and cementitious materials, are the foundation of the Group's connected portfolio. The Group's businesses manufacture and supply these materials for use extensively in a wide range of construction applications, from major road and infrastructure projects to large-scale reindustrialisation facilities and the development and refurbishment of commercial buildings, private residences and public spaces. The Group's focus on continuous business improvement, deep materials and local market knowledge and its extensive network of locations drive performance and help the Group deliver value to its customers. Customers typically range from national, regional and local

governments to contractors and other construction product and service providers.

Road Solutions

The Group is a leading provider of materials, products and services for road construction in North America and Europe. With the Group’s capabilities in manufacturing, installation, maintenance and circularity, it delivers a range of innovative products and services for customers to better connect communities, from major public highway infrastructure projects to residential roads, airports and parking lots. As responsible operators considerate of environmental impact, the Group optimises the use of recycled materials in its paving services, thereby reducing waste, emissions and energy consumption. Together with the Group’s Essential Materials businesses, the Group has developed its roads offering to provide customers with quality, flexibility, speed, expertise and convenience through deep market knowledge and a highly capable team of professionals.

Building and Infrastructure Solutions

The Group’s Building & Infrastructure Solutions connect and protect critical infrastructure to help solve complex construction challenges for transportation, water, energy, telecommunications and reindustrialisation projects. Working closely with the Group's Essential Materials and Roads businesses, the Group provides materials, products and engineering services to enable the transition to a more durable built environment. With a particular focus on below-ground construction, the Group is a leading provider of multi-material products that renew and protect the critical infrastructure that enhances the daily lives of millions of people.

Outdoor Living Solutions

The Group’s Outdoor Living businesses integrate specialised materials, products and design features to enhance the quality of private and public spaces. The Group helps customers in residential and commercial markets create unique outdoor settings by providing products for repair, remodel and new construction projects. The Group’s Outdoor Living businesses are closely linked to the Group’s Essential Materials businesses and to customers through a wide geographic network providing a comprehensive suite of products including hardscapes, masonry, fencing, railing and packaged lawn and garden products. The Group places a strong focus on anticipating the needs of customers by continually enhancing its offering through innovation and technology, portfolio expansion and multifaceted collaboration.

Business Segment Information

For the year ended 31 December 2025, the Group was organised through three segments across two Divisions.

Americas Division

The Group’s Americas Division is comprised of two segments: Americas Materials Solutions and Americas Building Solutions. The North American market’s positive fundamentals, including significant public investment in infrastructure and private investment in reindustrialisation activity, is driving demand for the Group’s connected portfolio of materials, products and services. Over several decades, the Group has established difficult-to-replicate, leading positions of scale across North America and as at the year ended 31 December 2025, employs 49,828 people at 2,127 locations across 48 U.S. states and seven Canadian provinces.

Americas Materials Solutions

Americas Materials Solutions manufactures and supplies building materials for the construction and maintenance of public and private infrastructure, commercial and industrial applications, and residential buildings in North America. The primary materials produced by this segment include aggregates, cementitious materials, readymixed concrete and asphalt. This segment also provides paving and construction services for customers.

In 2025, this segment accounted for 45 per cent. of the Group's total revenues and 52 per cent. of Adjusted EBITDA.

The Americas Materials Solutions segment leverages the Group's benefits of scale, deep industry expertise, strong local brands and an extensive array of essential materials to implement the Group's strategy, offering high-quality materials, products and services to satisfy multiple customer needs. In turn, this enables the Group to provide a value-enhancing, differentiated service, saving time and reducing logistical challenges for customers. Through this customer-centric approach, the Group aims to reduce lead times and complexity, deepening relationships, driving repeat business and increasing the share of customer wallet spent on the Group's products and services.

The Group's unmatched scale and connected portfolio are defining characteristics of this segment, enabling the Group to optimise production throughout the supply chain and to capture greater value. In order to support its operations, the Group has established a network of long-term reserves at quarry locations, predominantly adjacent to urban areas where demand for its materials and products is strongest.

Americas Building Solutions

Americas Building Solutions manufactures and supplies high-quality, value-added, innovative products that connect and protect critical infrastructure in communities across North America. Products in this segment are highly specified, designed and engineered thereby adding value for the customer. This segment serves large-scale infrastructure construction (including transportation, water, energy and telecommunications projects) and reindustrialisation activity (including manufacturing and data centre projects) and provides outdoor living solutions for enhancing private and public spaces.

In 2025, Americas Building Solutions accounted for 19 per cent. of the Group's total revenues and 19 per cent. of Adjusted EBITDA.

This segment capitalises on secular market trends, including the urgent need to upgrade transportation and water infrastructure, the increased investment in reindustrialisation activity and the growing demand for more sustainable construction to provide high-quality durable building products. The Group's ability to provide products which are tailored to the specific requirements of individual customer projects helps to drive competitive advantage and deliver sustainable growth in this segment.

International Division

The Group's International Division, which is comprised of one segment, International Solutions, is a leading provider of building materials across Europe and Australia. In Eastern Europe and Australia, the Group sees high-growth potential through strong economic activity, while in Western Europe, the Group's businesses operate in attractive markets backed by significant public infrastructure spending and region-wide initiatives that promote increased construction activity. In these regions, the Group is experiencing increasing demand for its materials and product offering. As at the year ended 31 December 2025, the International Division employs 33,204 people at 1,834 locations across 27 countries.

International Solutions

International Solutions integrates building materials, products and services for the construction and renovation of transportation infrastructure, critical utility networks, commercial and residential buildings, and outdoor living spaces. The Group has established itself as a leader in its markets, enabling strong value creation through commercial excellence and performance improvement initiatives, while serving growing demand across the construction value chain for innovative and value-added products and services.

In 2025, this segment accounted for 36 per cent. of the Group's total revenues and 29 per cent. of Adjusted EBITDA.

Materials and Products

The following materials and products are produced and supplied by the Group's connected portfolio of businesses.

Aggregates

Aggregates are naturally occurring mineral deposits such as granite, limestone and sandstone. The Group extracts these deposits and processes them for sale as aggregates products such as crushed stone, sand and gravel. Typically, aggregates are used in road and rail infrastructure, building foundations and in the production of products including concrete and asphalt. Annualised aggregates sales volumes[10] in 2025 were 380.7 million tons of which the Americas Division and International Division were 231.1 million tons and 149.6 million tons, respectively.

Cementitious Materials

Cement is produced from limestone reserves and is the primary binding agent in the production of concrete products, including readymixed concrete and mortars, which are used extensively throughout the built environment. Cementitious Materials also include fly ash, pozzolans, synthetic gypsum, calcined clay and Ground Granulated Blast-furnace Slag used to enhance the performance and sustainability of concrete. Annualised cementitious material sales volumes in 2025 were 59.0 million tons of which the Americas Division and International Division were 23.9 million tons and 35.1 million tons, respectively.

Concrete

Concrete is a highly versatile building material, comprised of aggregates bound together with cement and water. Readymixed concrete is the most commonly used form of concrete. It forms the foundations of buildings and homes, roads, tunnels and bridges, water management systems and clean energy structures. While readymixed concrete is supplied to customers for on-site casting, the Group's infrastructural concrete businesses produce and supply precast and pre-stressed concrete products such as vaults, pipes and manholes. These products are delivered to, and assembled at, construction sites where they are used throughout the built environment. Annualised readymixed concrete sales volumes in 2025 were 39.5 million cubic yards of which the Americas Division and International Division were 16.7 million cubic yards and 22.8 million cubic yards, respectively.

Asphalt

Asphalt consists of aggregates bound together with bitumen and is widely used as a surface material in roads, bridges, airport runways, sidewalks and other amenities. In recent years, the use of recycled materials in asphalt has increased considerably. Using materials from existing road surfaces to produce new asphalt reduces the demand for virgin material, extends the life of the Group's aggregates reserves and contributes to reducing the carbon footprint of the product. Recycled Asphalt Pavement and Recycled Asphalt Shingles are used extensively by the Group's businesses to produce new asphalt products for road and other surfaces. Annualised asphalt sales volumes in 2025 were 62.8 million tons of which the Americas Division and International Division were 52.9 million tons and 9.9 million tons, respectively.

Building Products

The Group's connected portfolio utilises its essential materials to produce a range of value-added building products. These include the manufacturing of concrete and polymer-based products such as underground vaults, drainage systems, enclosures and modular precast structures. These are typically supplied to the transportation, water, energy and telecommunications markets, in addition to complex reindustrialisation projects.

The Group also manufactures a variety of concrete masonry, hardscape and related products including

[10] Annualised sales volumes reflect the full-year impact of acquisitions and divestitures during the year and may vary from actual volumes sold. This includes volumes which are used internally (e.g. aggregates supplied internally for cement production).

pavers, blocks and curbs, retaining walls and slabs. Further, the Group produces fencing and railing systems, lawn and garden products and packaged concrete mixes. These products are supplied to residential, commercial and do-it-yourself construction markets.

Innovation and Sustainability

Investing in technology and innovation across its operations enables the Group to develop higher performing businesses and better serve its customers' needs. Its locally-led, globally-enabled approach and its leading performance model enable it to innovate across diverse geographies and markets, where it matters most for its customers.

The Group's customer-centric approach to innovation harnesses the strength of its internal research and development capabilities with the power of external partnerships and ventures across its connected growth platforms. The Group has a network of experts across its businesses collaborating in the research and development of innovative solutions. Its ability to replicate and scale its innovation and technical expertise between its Americas' and International businesses gives it further opportunities for growth. The Group's Ventures arm works in partnership with start-ups, industry players, and academic institutions to pilot and scale cutting-edge technologies and accelerate progress towards a more resilient built environment.

Sustainability is embedded in the Group's strategy and is an important enabler of its leading performance model. The Group's sustainability framework identifies three areas: water, circularity, and decarbonisation where the Group's connected portfolio of essential materials, infrastructure products, and value-added services positions it to capture further value and accelerate growth.

- Water: addressing the urgent need to modernise and expand water infrastructure through engineered solutions and management systems for water-resilient communities.
- Circularity: reimagining the way materials are used, including recycling and reusing construction and waste materials to create value, protect the Group's asset base and extend the life of its reserves.
- Decarbonisation: developing innovative solutions that support the construction of resilient, lower-carbon buildings and infrastructure.

The Group continues to enhance its capabilities to develop a higher-performing and more sustainable built environment through investment in innovative technologies. The acquisition of Eco Material, a leader in SCMs, positions the Group at the forefront of next-generation cement and concrete. Its strategic investment in VODA.ai expands its capabilities in water asset management with AI-driven technology. This platform helps utilities manage ageing water infrastructure by providing AI-driven predictive analytics to assess pipe condition and risk across transmission, distribution, and collection systems.

The Group continues to build on its strong sustainability foundations: embedding responsible business conduct across its operations, protecting the natural world, and helping its people and communities to thrive.

Directors

The Board of Directors manages the business of CRH. The Directors, other than the non-executive Directors, serve as executive officers of CRH. The Directors of CRH and their functions and principal activities outside the Group, are as follows:

Name	Title
R. Boucher	Chair (Non-management)
C. Dowling	Director (Non-management)
R. Fearon	Director (Non-management)
J. Karlström	Director (Non-management)

S. Kelly	Director (Non-management)
B. Khan	Director (Non-management)
J. Mintern	Chief Executive Officer and Director
L. McKay	Director (Non-management)
G. L. Platt	Director (Non-management)
M.K. Rhinehart	Director (Non-management)
S. Talbot	Director (Non-management)
C. Verchere	Director (Non-management)
W.A. Will	Director (Non-management)

The business address of each of the above (other than the Chief Executive Officer) is 42 Fitzwilliam Square, Dublin 2, D02 R279, Ireland. The business address of the Chief Executive Officer is Stonemason's Way, Rathfarnham, Dublin 16, D16 KH51, Ireland.

R. Boucher

Richie Boucher was appointed as a non-management Director in March 2018. An Irish national, he brings extensive leadership experience across the financial services sector with a distinguished career spanning executive and board-level roles in major global institutions. He served as Chief Executive of Bank of Ireland Group plc between February 2009 and October 2017, where he led the bank through a period of significant transformation and strategic growth. He also held a number of key senior management roles within Bank of Ireland, Royal Bank of Scotland and Ulster Bank where he developed deep expertise in corporate strategy, risk management, and operational leadership. He is a past President of the Institute of Banking in Ireland and of the Irish Banking Federation, contributing to the advancement of industry standards and leadership in financial services. He holds a Bachelor of Arts in Economics from Trinity College, Dublin. Richie is a non-management Director of Kennedy-Wilson Holdings, Inc., a global real estate investment company.

C. Dowling

Caroline Dowling was appointed as a non-management Director in March 2021. She is an Irish national and the former Business Group President of Flex Ltd, an industry-leading Fortune 500 electronics manufacturing services provider with more than 200,000 employees and operations in 30 countries. In this role she led the Telecommunications, Enterprise Compute, Networking and Cloud Data Centre and the Global Services Division, supporting complex supply chains. Caroline held a wide range of senior executive roles in Flex over the course of 16 years, including President of NOVO & Technical Services and SVP of Global Business Development. She garnered extensive leadership experience in a diverse range of areas in the IT industry across all strategy, marketing and sales functions. Caroline is a non-executive Director of DCC plc and holds a diploma in Environmental, Social and Governance from the Institute of Corporate Governance.

R. Fearon

Richard Fearon was appointed as a non-management Director in December 2020. He is a U.S. citizen and until March 2021 served as Vice Chairman and Chief Financial and Planning Officer of Eaton Corporation plc, a pre-eminent global power management entity. He brings a wealth of risk management expertise underpinned by his oversight of multiple critical operational and strategic functions. These include areas such as accounting, control, corporate development, M&A, capital allocation, information systems, internal audit, investor relations, strategic planning, tax and treasury functions. Prior to joining Eaton, he worked at several large diversified companies, including Transamerica Corporation, NatSteel Ltd, and The Walt Disney Company. He also served as a management consultant with Booz Allen & Hamilton and The Boston Consulting Group. Richard holds a Bachelor of Arts in Economics from Stanford

University, a Master's of Business Administration from Harvard Business School and a Juris Doctorate from Harvard Law School. Richard is a non-executive Chairman and independent Director of Avient Corporation, and a non-management Director of both Crown Holdings, Inc, and Waters Corporation.

J. Karlström

Johan Karlström became a non-management Director in September 2019. He is a Swedish citizen and was President and Chief Executive Officer of Skanska AB, a pre-eminent multinational construction and project development firm. His career encompasses a diverse array of global leadership roles across the United States and Europe, culminating in his tenure as President and Chief Executive from 2008 to his retirement. Prior to this, he was President and Chief Executive Officer of BPA (now Bravida), a publicly listed mechanical and installation group, from 1996 to 2000. He has a Master's degree in Engineering from the KTH Royal Institute of Technology, Sweden.

S. Kelly

Shaun Kelly became a non-management Director in December 2019. He holds dual U.S. and Irish citizenship. As the Global Chief Operating Officer of KPMG International until September 2019, Shaun possesses a wealth of experience in crafting and executing robust business strategies within the competitive landscape of global markets. His leadership role encompassed both the implementation of the firm's overarching global strategy, and the successful orchestration of a myriad of global initiatives that drove KPMG's mission forward. Over a thirty-year career with KPMG, he held a variety of senior leadership positions, including Partner in Charge, U.S. Transaction Services, Vice Chair and Head of US Tax and Vice Chair Operations and Chief Operating Officer Americas, before his appointment as Global Chief Operating Officer. He holds a Bachelor of Commerce and Diploma in Professional Accounting from University College Dublin and an honorary doctorate from Queen's University Belfast.

B. Khan

Badar Khan became a non-management Director in October 2021. He is a dual British and United States national. As Chief Executive Officer and Director of EVgo, Inc., one of the largest public electric vehicle fast charging networks in the United States, Badar brings a depth of expertise in large-scale infrastructure. Additionally, until June of 2022, he was the President of National Grid U.S., a segment of the leading energy transmission and distribution company, National Grid plc. Prior to this, he held a variety of roles in National Grid, including responsibility for strategy and innovation. Before joining National Grid, he worked at Centrica plc, a leading international energy services and solutions company, where he held a variety of senior executive positions in the UK and the United States, and has prior experience in marketing, consulting and project management. Mr Khan holds a Bachelor of Engineering degree from Brunel University and an MBA from The Wharton School of the University of Pennsylvania.

J. Mintern

Jim Mintern was appointed to the Board in June 2021. He is an Irish national. As the Chief Executive Officer and with more than two decades at CRH and over 30 years in the construction and materials industry, Jim has a wealth of experience and a proven record of leading diverse teams across global, national and local levels to drive growth, innovation and operational excellence. Prior to becoming Chief Executive Officer, Jim served as Chief Financial Officer of CRH, overseeing the company's global financial operations and the strategic transition of CRH's listing to NYSE in 2023. Before that, he held several other senior leadership roles at operational, country, regional and divisional levels for CRH across the Group. Throughout his career, Jim has played an integral role in CRH's expansion and its ongoing commitment to sustainability and innovation and he has extensive portfolio management, financial and capital markets expertise. Jim holds a Bachelor of Commerce from University College Dublin and is a Fellow of Chartered Accountants Ireland.

L. McKay

Lamar McKay was appointed to the Board in December 2020. Lamar, a U.S. citizen, is a distinguished executive with an impressive legacy spanning over 40 years in the global energy sector. His career

includes a succession of senior executive roles at BP, particularly following its strategic merger with Amoco. From April 2016 to February 2020, he served as the Deputy Group Chief Executive Officer at BP. Throughout his tenure, Lamar spearheaded BP's worldwide Upstream Division and was the Chairman and CEO of BP Americas. Lamar was responsible for BP's interests in the TNK-BP joint venture. He holds a Bachelor of Science from Mississippi State University. He is a non-management Chairman of APA Corporation.

G. L. Platt

Gillian Platt was appointed to the board in January 2017. She is a Canadian citizen. Gillian's background in human resources and talent management brings an invaluable people perspective to the Board. During her executive career, Gillian has held several senior leadership positions across multiple industries and geographies. Most recently Gillian held the position of Executive Vice President and Chief Human Resources Officer at Finning International, Inc. (the world's largest Caterpillar equipment dealer) with global responsibility for human resources, talent development and communications. Gillian has held considerable responsibility in strategy development and communications, and prior to her tenure at Finning International, held senior executive roles at Aviva, the multinational insurance company, as Executive Vice President Human Resources and Executive Vice President Strategy and Corporate Development. She holds a Bachelor of Arts from the University of Western Ontario and a Master's of Education from the University of Toronto. She is a non-management Director of Interfor Corporation, a Canadian listed company, which is one of the world's largest providers of lumber.

M. Rhinehart

Mary Rhinehart was appointed to the Board in October 2018. She is a U.S. citizen. Mary brings a wealth of leadership and experience from within the building materials industry, having served more than 40 years with the Berkshire Hathaway group of companies. This includes her tenure as CEO and Chair of Johns Manville Corporation, a leading global manufacturer of premium-quality building products and engineered specialty materials, and now as Non-Executive Chair of Johns Manville and Non Executive Chair of Lubrizol Corporation, also owned by Berkshire Hathaway. Mary is currently a Non-Executive Director of Ply Gem Holdings Inc. and Lead Director of CoBiz Financial. Mary was formerly a Director for Graphic Packaging Holding Company. Prior to becoming CEO, Mary was EVP Finance and CFO at Johns Manville. She held key strategic roles as a P&L leader of several business units and key leadership roles in finance, global treasury, global supply chain, human resources and business development. She holds a Bachelor's degree in Finance from the University of Colorado and an MBA degree from the University of Denver.

S. Talbot

Siobhán Talbot was appointed to the Board of CRH as a non-executive Director in December 2018. She is an Irish national. Siobhán is a distinguished business leader and was CEO and Group Managing Director of Glanbia, where she led significant transformation, creating a leading global nutrition organisation operating across 32 countries with significant U.S. operations. Siobhán held this position for ten years until her retirement in December 2023. Siobhán is a trained accountant and prior to her appointment as Group Managing Director of Glanbia in 2013, she held a variety of finance roles across the Group, most notably as Finance Director, a role which encompassed responsibility for Glanbia's strategic planning. Prior to joining Glanbia, Siobhán worked as an accountant with PwC in Ireland and Australia. A Fellow of Chartered Accountants Ireland, she holds a Bachelor of Commerce and Diploma in Professional Accounting from University College Dublin and an Honorary Doctorate from University College Cork.

C. Verchere

Christina Verchere joined the Board of CRH as a non-management Director in March 2023. She has dual British and U.S. citizenship. Christina brings over 25 years of experience from the capital-intensive oil and gas sector. She currently serves as Chief Executive Officer of OMV Petrom S.A. (**OMVP**), a position she has held since 2018. OMVP is the largest integrated energy producer in Southeastern Europe and is

active across the energy value chain from oil and gas production to power generation and supply. Prior to joining OMVP, Christina spent over 20 years working with BP where she held a variety of senior leadership positions across multiple regions, including the UK, the U.S., Canada and Indonesia and was responsible for the restructuring of BP's Upstream business into a functional model. She holds a Master's Degree in Economics Science from the University of Aberdeen, Scotland.

W.A. Will

W. Anthony (Tony) Will was appointed to the Board of CRH as a non-management director in July 2026. Mr. Will served as president, CEO and board member of CF Industries Holdings, Inc., a global manufacturer of hydrogen and nitrogen products, from 2014 until his retirement in 2026. He joined CF Industries in 2007, holding various leadership roles in corporate development, manufacturing and distribution. Prior to joining CF Industries, Will was a partner at Accenture LLP, a global management consulting, technology services and outsourcing company. He previously held positions at Sears, Roebuck and Company, Fort James Corporation, Boston Consulting Group and Motorola. Mr. Will is currently a Director of Union Pacific Corporation and was formerly a Director of Olin Corporation, concluding his board term at the 2026 annual shareholder meeting. He has a bachelor's degree in electrical engineering from Iowa State University and an MBA from the Kellogg School of Management at Northwestern University.

There are no potential conflicts of interest between the duties to CRH of any of the Directors listed above and their private interests and/or other duties.

Litigation

The Group's companies are parties to various legal proceedings in the ordinary course of business, including some in which claims for damages have been asserted against the companies. CRH is not and has not been involved in any governmental, legal or arbitration proceedings (including any such proceedings which were pending or threatened of which CRH is aware), during the 12 months prior to the date hereof, which may have, or have had in the recent past, significant effect on the financial position or profitability of CRH and/or the Group.

TAXATION

IRISH TAXATION

The following is a summary of the principal Irish withholding tax consequences for individuals and companies of ownership of the Notes and some other miscellaneous tax matters based on the laws and practice of the Irish Revenue Commissioners currently in force in Ireland and may be subject to change. It deals with Noteholders who beneficially own their Notes as an investment and who are not associated with the relevant Issuer (otherwise than by virtue of holding the Notes). Particular rules not discussed below may apply to certain classes of taxpayers holding Notes, such as dealers in securities, trusts, companies grouped with or connected with, for tax purposes, CRH plc etc. The summary does not constitute tax or legal advice and the comments below are of a general nature only. Prospective investors in the Notes should consult their professional advisers on the tax implications of the purchase, holding, redemption or sale of the Notes and the receipt of interest thereon under the laws of their country of residence, citizenship or domicile.

Withholding Tax

In general, tax at the standard rate of income tax (currently 20 per cent.), is required to be withheld from payments of Irish source interest which should include interest payable on the Notes issued by CRH Finance and CRH SMW. CRH Funding B.V. should not be obliged to withhold Irish tax from payments of interest on Notes issued by it so long as such payments do not constitute Irish source income. Interest on Notes may be treated as having an Irish source if:

(a) an Issuer is resident in Ireland for tax purposes; or

(b) an Issuer is not resident in Ireland for tax purposes but the register for the Notes is maintained in Ireland or, where the Notes are in bearer form, the Notes are physically held in Ireland; or

(c) an Issuer has a branch or permanent establishment in Ireland, the assets or income of which are used to fund any payment on the Notes.

An Issuer will not be obliged to make a withholding or deduction for or on account of Irish income tax from a payment of Irish source interest on a Note so long as the interest paid on the relevant Note falls within one of the following categories:

(a) **Interest paid on a quoted Eurobond:** A quoted Eurobond is a security which is issued by a company (such as the Issuers), is listed on a recognised stock exchange and carries a right to interest. Provided that the Notes issued under this Programme are interest bearing and are listed on Euronext Dublin (or any other recognised stock exchange), interest paid on them can be paid free of withholding tax provided:

  (i) the person by or through whom the payment is made is not in Ireland; or

  (ii) the payment is made by or through a person in Ireland and either:

    (A) the Note is held in a clearing system recognised by the Irish Revenue Commissioners; (Euroclear and Clearstream, Luxembourg are, amongst others, so recognised); or

    (B) the person who is the beneficial owner of the quoted Eurobond and who is beneficially entitled to the interest is not resident in Ireland and has made a declaration to a relevant person (such as a paying agent located in Ireland) in the prescribed form.

Thus, so long as the Notes continue to be quoted on a recognised stock exchange and are held in a recognised clearing system, interest on the Notes can be paid by any Paying Agent acting on behalf of the Issuers without any withholding or deduction for or on account of Irish income tax. If the Notes continue to be quoted but cease to be held in a recognised clearing system, interest on the Notes may be paid without any withholding or deduction for or on account of Irish income tax provided such payment is made through a paying agent that is not in Ireland.

(b) **Short interest:** Short interest is interest payable on a debt for a fixed period that is not intended to exceed, and, in fact, does not exceed, 364 days. The test is a commercial test applied to the commercial intent of each series of Notes issued under the Programme. For example, if there is an arrangement or understanding (whether legally binding or not) for the relevant series of Notes (or particular Note within a series) to have a life of 365 days or more, the interest paid on the relevant Note(s) will not be short interest and, unless an exemption applies, a withholding will arise.

(c) **Interest paid on a wholesale debt instrument:** A "wholesale debt instrument" includes a commercial paper (as defined in Section 246A(1) of the Taxes Consolidation Act, 1997, of Ireland). In that context "commercial paper" means a debt instrument, either in physical or electronic form, relating to money in any currency, which is issued by a company, recognises an obligation to pay a stated amount, carries a right to interest or is issued at a discount or at a premium, and matures within 2 years. The exemption from Irish withholding tax applies if:

(i) the wholesale debt instrument is held in a recognised clearing system (Euroclear and Clearstream, Luxembourg are, amongst others, so recognised); and

(ii) the wholesale debt instrument is of an approved denomination; and in this context an approved denomination means a denomination of not less than:

(A) in the case of an instrument denominated in euro, €500,000;

(B) in the case of an instrument denominated in U.S. dollars, U.S.$500,000; or

(C) in the case of an instrument denominated in a currency other than euro or U.S. dollars, the equivalent in that other currency of €500,000 using the conversion rate applicable at the time the programme under which the instrument is to be issued is first publicised).

(d) **Interest paid in the ordinary course of business to certain non-Irish resident companies:** If, for any reason, the exemptions referred to above cease to apply, interest payments may still be made free of withholding tax provided that the interest is paid in the ordinary course of an Issuer's business and the Noteholder is:

(1) a company which is (1) resident for the purposes of tax in a Relevant Territory which imposes a tax that generally applies to interest receivable in that Relevant Territory by companies from sources outside that Relevant Territory, and (2) does not receive the interest payment in connection with a trade or business which is carried on in Ireland by it through a branch or agency; or

(2) a company where (1) the interest payable to it is exempted from the charge to Irish income tax under the terms of a double tax agreement between Ireland and another territory which is either in force or which will come into force once all ratification procedures have been completed, and (2) it does not receive the interest payment in connection with a trade or business which is carried on in Ireland by it through a branch or agency. For these purposes, a **Relevant Territory** is a Member State of the European Union (other than Ireland) or a country with which Ireland has a double taxation

agreement in force at the time of payment or that is signed at the time of payment and which will come into force once all ratification procedures have been completed.

An Issuer must be satisfied that the respective terms of the exemptions are satisfied. The test of residence in each case is determined by reference to the law of the Relevant Territory in which the Noteholder claims to be resident. For other holders of Notes, interest may be paid free of withholding tax if the Noteholder is resident in a double tax treaty country and under the provisions of the relevant treaty with Ireland such Noteholder is exempt from Irish tax on the interest and clearance in the prescribed form has been received by the relevant Issuer before the interest is paid.

Encashment Tax

In certain circumstances (such as quoted Eurobonds), Irish tax will be required to be withheld at the rate of 25 per cent. from interest on any Note, where such interest is collected or realised by a bank or encashment agent in Ireland on behalf of any Noteholder. There is an exemption from encashment tax where the beneficial owner of the interest is not resident in Ireland and has made a declaration to this effect in the prescribed form to the encashment agent or bank. In addition, an exemption applies where the payment is made to a company where that company is beneficially entitled to that income and is or will be within the charge to corporation tax in respect of that income.

Stamp Duty

Irish stamp duty will not be levied on the issue or redemption of the Notes. A transfer of Notes in bearer form by physical delivery only, and not otherwise, will not attract Irish stamp duty. A transfer of Notes, by an Issuer incorporated in Ireland, by instrument in writing or effected through an approved or recognised relevant securities settlement system will be subject to Irish stamp duty at a rate of 1 per cent. except where:

(a) the Notes meet all of the following conditions:

(i) the Notes are not convertible into shares or marketable securities (other than loan capital) of a company registered in Ireland or into loan capital having such a right;

(ii) the Notes are not issued at a discount of more than 10 per cent. of the nominal value;

(iii) the Notes do not carry rights akin to share rights, including rights such as voting rights, entitlement to a share or profits or a share in the surplus on liquidation of the relevant Issuer; and

(iv) the Notes do not carry a right to a payment linked to certain movements in an index or indices (based wholly or partly and directly or indirectly on stocks or marketable securities) specified in any document relating to the Notes,

OR

(b) the Notes meet all of the following conditions:

(i) the Notes are issued by a company which is not registered in Ireland; and

(ii) the instrument of conveyance or transfer of the Notes does not relate to any immoveable property in Ireland or any stocks or marketable securities of a company registered in Ireland (other than of a company which is an investment undertaking or a securitisation company).

DUTCH TAXATION

Introduction

The following summary does not purport to be a comprehensive description of all Netherlands tax considerations that could be relevant for holders of the Notes. This summary is intended as general information only. Each prospective holder should consult a professional tax adviser with respect to the tax consequences of an investment in the Notes. This summary is based on Netherlands tax legislation and published case law in force as of the date of this document. It does not take into account any developments or amendments thereof after that date, whether or not such developments or amendments have retroactive effect.

For the purpose of this summary, **the Netherlands** shall mean the part of the Kingdom of the Netherlands that is in Europe.

Assumptions

For the purpose of this summary it is assumed that:

(i) each transaction with respect to Notes is at arm's length; and

(ii) that none of CRH Finance, CRH SMW or the Guarantor are considered residents of The Netherlands for Netherlands tax purposes.

Scope

Regardless of whether or not a holder of Notes is, or is treated as being, a resident of the Netherlands, with the exception of the section on withholding tax below, this summary does not address the Netherlands tax consequences for such a holder:

(i) having a substantial interest (*aanmerkelijk belang*) in an Issuer (such a substantial interest is generally present if an equity stake of at least 5 per cent., or a right to acquire such a stake, is held, in each case by reference to the Issuer's total issued share capital, or the issued capital of a certain class of shares);

(ii) who is a private individual and may be taxed in box 1 for the purposes of Netherlands income tax (*inkomstenbelasting*) as an entrepreneur (*ondernemer*) having an enterprise (*onderneming*) to which the Notes are attributable, or who may otherwise be taxed in box 1 with respect to benefits derived from the Notes;

(iii) which is a corporate entity and a taxpayer for the purposes of Netherlands corporate income tax (*vennootschapsbelasting*), having a participation (*deelneming*) in an Issuer (such a participation is generally present in the case of an interest of at least 5 per cent. of the Issuer's nominal paid-in capital);

(iv) which is a corporate entity and an exempt investment institution (*vrijgestelde beleggingsinstelling*) or investment institution (*beleggingsinstelling*) for the purposes of Netherlands corporate income tax, a pension fund, or otherwise not a taxpayer or exempt for tax purposes;

(v) which is a corporate entity and a resident of Aruba, Curaçao or Sint Maarten having an enterprise which is, in whole or in part, carried on through a permanent establishment (*vaste inrichting*) or a permanent representative (*vaste vertegenwoordiger*) in Bonaire, Sint Eustatius or Saba, to which the Notes are attributable; or

(vi) which is not considered the beneficial owner (*uiteindelijk gerechtigde*) of the Notes and/or the benefits derived from the Notes.

This summary does not describe the Netherlands tax consequences for a person to whom the Notes are attributed on the basis of the separated private assets provisions (*afgezonderd particulier vermogen*) in the Netherlands Tax Act 2001 (*Wet inkomstenbelasting 2001*) and/or the Netherlands Gift and Inheritance Tax Act 1956 (*Successiewet 1956*).

The below withholding tax summary does not address the Netherlands tax consequences for a holder which is an entity that is affiliated (*gelieerd*) to CRH Funding B.V. within the meaning of the Withholding Tax Act 2021 (*Wet Bronbelasting 2021*).

Withholding tax

All payments made by CRH Finance, CRH SMW or the Guarantor under the Notes may be made free of withholding or deduction for any taxes of whatsoever nature imposed, levied, withheld or assessed by the Netherlands or any political subdivision or taxing authority thereof or therein.

All payments made by CRH Funding B.V. under the Notes may be made free of withholding or deduction for any taxes of whatsoever nature imposed, levied, withheld or assessed by the Netherlands or any political subdivision or taxing authority thereof or therein, provided that the Notes do not in fact function as equity of CRH Funding B.V. within the meaning of art. 10, paragraph 1, letter d, the Netherlands Corporate Income Tax Act (*Wet op de vennootschapsbelasting 1969*).

Income tax

Resident holders: A holder who is a private individual and a resident, or treated as being a resident of the Netherlands for the purposes of Netherlands income tax, must record the Notes as assets that are held in box 3. Taxable income with regard to the Notes is then determined on the basis of a deemed return on the holder's yield basis (*rendementsgrondslag*) at the beginning of the calendar year insofar the yield basis exceeds a €59,357 threshold (*heffingvrij vermogen*), rather than on the basis of income actually received or gains actually realised. Such yield basis is determined as the fair market value of certain qualifying savings and investments held by the holder of the Notes, and the fair market value of certain qualifying liabilities at the beginning of the calendar year. The deemed return (*rendement*) is determined on separate deemed return percentages for savings, other investments and liabilities. For the calendar year 2026, the deemed return percentage applicable to the second category mentioned above (i.e. other investments, including the Notes or Coupons) is 6.00 per cent. Subject to certain anti-abuse provisions, the product of an amount equal to (a) the total deemed return (*rendement*) divided by the yield basis (*rendementsgrondslag*) and (b) the yield basis (*rendementsgrondslag*) minus the threshold (*heffingvrij vermogen*), forms the individual's taxable income from savings and investments. The taxable income from savings and investments so computed is taxed at the prevailing statutory rate of 36 per cent.

The Dutch Supreme Court has ruled that box 3 taxation as outlined above is in violation of article 1 of the First Protocol to the European Convention on Human Rights (right to property) and of article 14 of the European Convention on Human Rights (prohibition of discrimination), where the deemed return is higher than the actual nominal return on the assets and liabilities, including unrealised changes in value of such assets and liabilities. In these cases, the Dutch Supreme Court has ruled that legal redress should be provided to the party concerned. The Dutch legislator has introduced new legislation to take away the violations. Noteholders that are taxed in box 3 for Dutch individual income tax purposes with respect to their Notes are recommended to consult a professional tax adviser.

Non-resident holders: A holder who is a private individual and neither a resident, nor treated as being a resident of the Netherlands for the purposes of Netherlands income tax, will not be subject to such tax in respect of benefits derived from the Notes unless such holder is entitled to a share in the profits of an enterprise or a co-entitlement to the net worth of an enterprise which is effectively managed in the Netherlands, to which enterprise the Notes are attributable.

Corporate income tax

Resident holders: A holder which is a corporate entity and for the purposes of Netherlands corporate income tax a resident (or treated as being a resident) of the Netherlands, is taxed in respect of benefits derived from the Notes at rates of up to 25.8 per cent.

Non-resident holders: A holder which is a corporate entity and for the purposes of Netherlands corporate income tax neither a resident, nor treated as being a resident, of the Netherlands, will not be subject to corporate income tax, unless such holder has an interest in an enterprise that is, in whole or in part, carried on through a permanent establishment or a permanent representative in the Netherlands, a Netherlands Enterprise (*Nederlandse onderneming*), to which Netherlands Enterprise the Notes are attributable, or such holder is (other than by way of securities) entitled to a share in the profits of an enterprise or a co-entitlement to the net worth of an enterprise, which is effectively managed in the Netherlands and to which enterprise the Notes are attributable. Such holder is taxed in respect of benefits derived from the Notes at rates of up to 25.8 per cent.

Gift and inheritance tax

Resident holders: Netherlands gift tax or inheritance tax (*schenk- of erfbelasting*) will arise in respect of an acquisition (or deemed acquisition) of Notes by way of a gift by, or on the death of, a holder of Notes who is a resident, or treated as being a resident, of the Netherlands for the purposes of Netherlands gift and inheritance tax.

Non-resident holders: No Netherlands gift tax or inheritance tax will arise in respect of an acquisition (or deemed acquisition) of Notes by way of a gift by, or on the death of, a holder of Notes who is neither a resident, nor treated as being a resident, of the Netherlands for the purposes of Netherlands gift and inheritance tax.

Other taxes

No Netherlands value added tax (*omzetbelasting*) will arise in respect of any payment in consideration for the issue of Notes, with respect to any cash settlement of Notes or with respect to the delivery of Notes. Furthermore, no Netherlands registration tax, capital tax, transfer tax or stamp duty (nor any other similar tax or duty) will be payable in connection with the issue or acquisition of the Notes.

Residency

A holder will not become a resident, or a deemed resident of the Netherlands for Dutch tax purposes by reason only of holding the Notes.

FOREIGN ACCOUNT TAX COMPLIANCE ACT

Pursuant to certain provisions of the U.S. Internal Revenue Code of 1986, commonly known as FATCA, a **foreign financial institution** (as defined by FATCA) may be required to withhold on certain payments it makes (**foreign passthru payments**) to persons that fail to meet certain certification, reporting or related requirements. A number of jurisdictions (including Ireland and the Netherlands) have entered into, or have agreed in substance to, intergovernmental agreements with the United States to implement FATCA (**IGAs**), which modify the way in which FATCA applies in their jurisdictions. Certain aspects of the application of the FATCA provisions and IGAs to instruments such as Notes, including whether withholding would ever be required pursuant to FATCA or an IGA with respect to payments on instruments such as Notes, are uncertain and may be subject to change. Even if withholding would be required pursuant to FATCA or an IGA with respect to payments on instruments such as Notes, such withholding would not apply prior to the date that is two years after the date on which final regulations defining foreign passthru payments are published in the U.S. Federal Register and Notes that have a fixed term and are not treated as equity for U.S. federal income tax purposes that are issued on or prior to the date that is six months after the date on which final regulations defining “foreign passthru payments” are published in

the U.S. Federal Register generally would be “grandfathered” for purposes of FATCA withholding unless materially modified after such date (including by reason of a substitution of the issuer). However, if additional notes (as described under “Terms and Conditions of the Notes - Further Issues”) that are not distinguishable from previously issued Notes are issued after the expiration of the grandfathering period and are subject to withholding under FATCA, then withholding agents may treat all Notes, including the Notes offered prior to the expiration of the grandfathering period, as subject to withholding under FATCA. Holders should consult their own tax advisers regarding how these rules may apply to their investment in Notes. In the event any withholding would be required pursuant to FATCA or an IGA with respect to payments on Notes, no person will be required to pay additional amounts as a result of the withholding.

SUBSCRIPTION AND SALE

The Dealers have, in an amended and restated programme agreement (as modified and/or supplemented and/or restated from time to time, the **Programme Agreement**) dated 18 August 2026, agreed with the Issuers and the Guarantor a basis upon which they or any of them may from time to time agree to purchase Notes. Any such agreement will extend to those matters stated under "*Form of the Notes*" and "*Terms and Conditions of the Notes*". In the Programme Agreement, each Issuer (failing which, the Guarantor) has agreed to reimburse the Dealers for certain of their expenses in connection with the establishment and any future update of the Programme and the issue of Notes under the Programme and to indemnify the Dealers against certain liabilities incurred by them in connection therewith.

United States

The Notes and the Guarantee have not been and will not be registered under the Securities Act, or the securities laws of any state or other jurisdiction of the United States, and Notes may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except in certain transactions exempt from the registration requirements of the Securities Act. Terms used in this paragraph have the meanings given to them by Regulation S under the Securities Act.

The Notes are subject to U.S. tax law requirements and may not be offered, sold or delivered within the United States or its possessions or to a United States person, except in certain transactions permitted by U.S. Treasury regulations. Terms used in this paragraph have the meanings given to them by the U.S. Internal Revenue Code of 1986 and U.S. Treasury regulations promulgated thereunder. The applicable Final Terms will identify whether TEFRA C rules or TEFRA D rules apply or whether TEFRA is not applicable.

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it will not offer, sell or deliver Notes (a) as part of their distribution at any time or (b) otherwise until 40 days after the completion of the distribution of all Notes of the Tranche of which such Notes are a part, within the United States or to, or for the account or benefit of, U.S. persons except in accordance with Regulation S under the Securities Act. Each Dealer has further agreed, and each further Dealer appointed under the Programme will be required to agree, that it will send to each dealer to which it sells any Notes during the distribution compliance period a confirmation or other notice setting forth the restrictions on offers and sales of the Notes within the United States or to, or for the account or benefit of, U.S. persons. Terms used in this paragraph have the meanings given to them by Regulation S under the Securities Act.

Until 40 days after the commencement of the offering of any Series of Notes, an offer or sale of such Notes within the United States by any dealer (whether or not participating in the offering) may violate the registration requirements of the Securities Act if such offer or sale is made otherwise than in accordance with an available exemption from registration under the Securities Act.

Prohibition of Sales to EEA Retail Investors

Unless the Final Terms in respect of any Notes specifies "Prohibition of Sales to EEA Retail Investors" as "Not Applicable", each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes which are the subject of the offering contemplated by this Base Prospectus as completed by the Final Terms in relation thereto to any retail investor in the EEA. For the purposes of this provision:

(a) the expression **retail investor** means a person who is one (or more) of the following:

(i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, **MiFID II**); or

(ii) a customer within the meaning of Directive (EU) 2016/97, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or

(iii) not a qualified investor as defined in the Prospectus Regulation; and

(b) the expression an **offer** includes the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe for the Notes.

If the Final Terms in respect of any Notes specifies "Prohibition of Sales to EEA Retail Investors" as "Not Applicable", in relation to each Member State of the EEA, each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not made and will not make an offer of Notes which are the subject of the offering contemplated by this Base Prospectus as completed by the Final Terms in relation thereto to the public in that Member State, except that it may, make an offer of such Notes to the public in that Member State:

(a) at any time to any legal entity which is a qualified investor as defined in the Prospectus Regulation;

(b) at any time to fewer than 150 natural or legal persons (other than qualified investors as defined in the Prospectus Regulation) subject to obtaining the prior consent of the relevant Dealer or Dealers nominated by the relevant Issuer for any such offer; or

(c) at any time in any other circumstances falling within Article 1(4) of the Prospectus Regulation,

provided that no such offer of Notes referred to in (a) to (c) above shall require the relevant Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Regulation or supplement a prospectus pursuant to Article 23 of the Prospectus Regulation.

For the purposes of this provision:

- the expression an **offer of Notes to the public** in relation to any Notes in any Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe for the Notes; and
- the expression **Prospectus Regulation** when used herein means Regulation (EU) 2017/1129.

United Kingdom

Prohibition of Sales to UK Retail Investors

Unless the Final Terms in respect of any Notes specifies "Prohibition of Sales to UK Retail Investors" as "Not Applicable", each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered, sold, distributed or otherwise made available and will not offer, sell, distribute or otherwise make available any Notes which are the subject of this Base Prospectus as completed by the Final Terms in relation thereto to any retail investor in the UK. For the purposes of this provision:

(a) the expression **retail investor** means a person who is either one (or both) of the following:

(i) not a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of UK domestic law by virtue of the European Union (Withdrawal) Act 2018; or

(ii) not a qualified investor as defined in paragraph 15 of Schedule 1 to the POATRs; and

(b) the expression **offer** includes the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to buy or subscribe for the Notes.

If the Final Terms in respect of any Notes specifies "Prohibition of Sales to UK Retail Investors" as "Not Applicable", each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not made and will not make an offer of Notes which are the subject of this Base Prospectus as completed by the Final Terms in relation thereto to the public in the UK, except that it may, make an offer:

(a) at any time to any legal entity which is a qualified investor as defined in paragraph 15 of Schedule 1 to the POATRs;

(b) at any time to fewer than 150 persons (other than qualified investors as defined in paragraph 15 of Schedule 1 to the POATRs) in the UK subject to obtaining the prior consent of the relevant Dealer or Dealers nominated by the relevant Issuer for any such offer; or

(c) at any time in any other circumstances falling within Part 1 of Schedule to the POATRs.

For the purposes of this provision:

- the expression an **offer of Notes to the public** in relation to any Notes means the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to buy or subscribe for the Notes; and
- the expression **POATRs** when used herein means the Public Offers and Admissions to Trading Regulations 2024.

Other regulatory restrictions

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that:

(a) in relation to any Notes which have a maturity of less than one year, (i) it is a person whose ordinary activities involve it in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of its business and (ii) it has not offered or sold and will not offer or sell any Notes other than to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or as agent) for the purposes of their businesses or who it is reasonable to expect will acquire, hold, manage or dispose of investments (as principal or agent) for the purposes of their businesses where the issue of the Notes would otherwise constitute a contravention of Section 19 of the FSMA by the relevant Issuer;

(b) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the FSMA) received by it in connection with the issue or sale of any Notes in circumstances in which Section 21(1) of the FSMA does not apply to the relevant Issuer or the Guarantor; and

(c) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any Notes in, from or otherwise involving the UK.

Japan

The Notes have not been and will not be registered under the Financial Instruments and Exchange Act of Japan (Act No. 25 of 1948, as amended; the **FIEA**) and each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has

not, directly or indirectly, offered or sold and will not, directly or indirectly, offer or sell any Notes in Japan or to, or for the benefit of, any resident of Japan (as defined under Item 5, Paragraph 1, Article 6 of the Foreign Exchange and Foreign Trade Act (Act No. 228 of 1949, as amended)), or to others for re-offering or resale, directly or indirectly, in Japan or to, or for the benefit, of, a resident of Japan, except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the FIEA and any other applicable laws, regulations and ministerial guidelines of Japan.

Ireland

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that:

(a) it will not underwrite the issue of, or place the Notes, otherwise than in conformity with the provisions of the European Union (Markets in Financial Instruments) Regulations 2017 (as amended) (the **MiFID II Regulations**), including, without limitation, Regulation 5 (Requirement for Authorisation (and certain provisions concerning MTFs and OTFs)) thereof, any codes of conduct made under the MiFID II Regulations and the provisions of the Investor Compensation Act 1998 (as amended);

(b) it will not underwrite the issue of, or place, the Notes, otherwise than in conformity with the provisions of the Companies Act 2014 (as amended, the **Companies Act**), the Central Bank Acts 1942 – 2018 (as amended) and any codes of practice made under Section 117(1) of the Central Bank Act 1989 (as amended);

(c) it will not underwrite the issue of, or place, or do anything in Ireland with respect to the Notes otherwise than in conformity with the provisions of the Prospectus Regulation, the European Union (Prospectus) Regulations 2019 and any rules issued by the Central Bank under Section 1363 of the Companies Act;

(d) it will not underwrite the issue of, place or otherwise act in Ireland in respect of the Notes, otherwise than in conformity with the provisions of the Market Abuse Regulation (EU) No 596/2014 (as amended), the European Union (Market Abuse) Regulations 2016 (as amended) and any rules and guidance issued by the Central Bank under Section 1370 of the Companies Act; and

(e) in respect of any Notes that have a maturity of less than one year, it shall ensure that the Notes are issued in accordance with an exemption granted by the Central Bank under Section 8(2) of the Central Bank Act 1971 (as amended).

The Netherlands

If the Final Terms in respect of any Notes specifies "Prohibition of Sales to EEA Retail Investors" as "Not Applicable", each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not made and will not make an offer of Notes to the public in the Netherlands in reliance on Article 1(4) of the Prospectus Regulation unless (i) such offer was or is made exclusively to persons or entities which are qualified investors as defined in the Prospectus Regulation or (ii) each Note offered in The Netherlands has a minimum denomination of €100,000 (or the equivalent thereof in non-Euro currency) and subject to compliance with the relevant requirements under Regulation (EU) No 1286/2014.

Pursuant to The Netherlands Savings Certificates Act (*Wet inzake spaarbewijzen* or the **Savings Certificates Act**) of 21 May 1985, any transfer or acceptance of Notes which falls within the definition of savings certificates (*spaarbewijzen*) in the Savings Certificates Act is prohibited unless the transfer and acceptance is done, directly or indirectly, within, from or into the Netherlands through the mediation of either CRH Funding B.V. or a member of Euronext Amsterdam N.V. with due observance of the provisions of the Savings Certificates Act and its implementing regulations (which include registration requirements).

The aforesaid prohibition does not apply (i) to a transfer and acceptance by natural persons not acting in the course of their business or profession, (ii) to the issue of Notes qualifying as savings certificates to the first holders thereof and (iii) to the issue and trading of Notes qualifying as savings certificates, if such Notes are physically issued outside The Netherlands and are not distributed within The Netherlands in the course of primary trading or immediately thereafter.

Hong Kong

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that:

(a) it has not offered or sold, and will not offer or sell, in Hong Kong, by means of any document, any Notes other than (i) to "professional investors" as defined in the Securities and Futures Ordinance (Cap. 571) of Hong Kong) (the **SFO**) and any rules made under the SFO, or (ii) in other circumstances which do not result in the document being a "prospectus" as defined in the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap. 32) of Hong Kong (the **C(WUMP)O**) or which do not constitute an offer to the public within the meaning of the C(WUMP)O; and

(b) it has not issued or had in its possession for the purposes of issue, and will not issue or have in its possession for the purposes of issue, whether in Hong Kong or elsewhere, any advertisement, invitation or document relating to the Notes, which is directed at, or the contents of which are likely to be accessed or read by, the public of Hong Kong (except if permitted to do so under the securities laws of Hong Kong) other than with respect to Notes which are or are intended to be disposed of only to persons outside Hong Kong or "professional investors" as defined in the SFO and any rules made under the SFO.

The PRC

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that the Notes will not be offered or sold and may not be offered or sold, directly or indirectly, in the PRC, except as permitted by any applicable laws or regulations of the PRC.

Singapore

Each Dealer has acknowledged, and each further Dealer appointed under the Programme will be required to acknowledge, that this Base Prospectus has not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered or sold any Notes or caused the Notes to be made the subject of an invitation for subscription or purchase and will not offer or sell any Notes or cause the Notes to be made the subject of an invitation for subscription or purchase, and has not circulated or distributed, nor will it circulate or distribute, this Base Prospectus or any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the Notes, whether directly or indirectly, to any person in Singapore other than (i) to an institutional investor (as defined in Section 4A of the Securities and Futures Act 2001 of Singapore, as amended or modified from time to time (the **SFA**)) pursuant to Section 274 of the SFA or (ii) to an accredited investor (as defined in Section 4A of the SFA) pursuant to and in accordance with the conditions specified in Section 275 of the SFA.

Belgium

Other than in respect of Notes for which "Prohibition of Sales to Belgian Consumers" is specified as "Not Applicable" in the applicable Final Terms, each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that an offering of Notes

may not be advertised to any individual in Belgium qualifying as a consumer within the meaning of Article I.1, 2º of the Belgian Code of Economic Law, as amended from time to time (a **Belgian Consumer**) and that it has not offered, sold or resold, transferred or delivered, and will not offer, sell, resell, transfer or deliver, the Notes, and that it has not distributed, and will not distribute, any prospectus, memorandum, information circular, brochure or any similar documents in relation to the Notes, directly or indirectly, to any Belgian Consumer.

Switzerland

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree that this Base Prospectus is not intended to constitute an offer or solicitation to purchase or invest in the Notes and, unless otherwise provided for in any offering document relating to the Notes, the Notes may not be publicly offered, directly or indirectly, in Switzerland within the meaning of the Swiss Financial Services Act (**FinSA**) and no application has or will be made to admit the Notes to trading on any trading venue (exchange or multilateral trading facility) in Switzerland. Neither this Base Prospectus nor any other offering or marketing material relating to the Notes constitutes a prospectus pursuant to the FinSA, and neither this Base Prospectus nor any other offering or marketing material relating to the Notes may be publicly distributed or otherwise made publicly available in Switzerland, unless otherwise provided for in any offering document relating to the Notes.

General

Each Dealer has agreed and each further Dealer appointed under the Programme will be required to agree that it will (to the best of its knowledge and belief) comply with all applicable securities laws and regulations in force in any jurisdiction in which it purchases, offers, sells or delivers Notes or possesses or distributes this Base Prospectus and will obtain any consent, approval or permission required by it for the purchase, offer, sale or delivery by it of Notes under the laws and regulations in force in any jurisdiction to which it is subject or in which it makes such purchases, offers, sales or deliveries and none of the Issuers, the Guarantor, the Trustee nor any of the other Dealers shall have any responsibility therefor.

None of the Issuers, the Guarantor, the Trustee and the Dealers represents that Notes may at any time lawfully be sold in compliance with any applicable registration or other requirements in any jurisdiction, or pursuant to any exemption available thereunder, or assumes any responsibility for facilitating such sale.

GENERAL INFORMATION

Authorisation

The update of the Programme has been duly authorised:

(a) by a resolution of the Board of Directors of the Guarantor passed on 22 June 2026, including the giving of the Guarantee and by a resolution of a sub-committee of the Board of Directors of the Guarantor passed on 29 July 2026;

(b) by a resolution of the Board of Directors of CRH Finance passed on 29 July 2026;

(c) by a written resolution of the Managing Board of CRH Funding B.V. passed on 17 July 2026 and by a written resolution of the sole shareholder of CRH Funding B.V. passed on 17 July 2026; and

(d) by a resolution of the Board of Directors of CRH SMW passed on 29 July 2026.

Listing of Notes

This Base Prospectus has been approved by the Central Bank as competent authority under the Prospectus Regulation. Application has been made to Euronext Dublin for the Notes issued under the Programme within 12 months of this Base Prospectus to be admitted to the Official List and trading on the Market. The Market is a regulated market for the purposes of MiFID II.

Arthur Cox Listings Services Limited is acting solely in its capacity as listing agent for the relevant Issuer in relation to the Notes and is not itself seeking admission to the Official List of Euronext Dublin or to trading on the Market for the purposes of the Prospectus Regulation.

An application may be made to the SIX Swiss Exchange for Swiss Notes issued under the Programme to be listed in accordance with the Standard for Bonds on the SIX Swiss Exchange.

Documents Available

For the period of 12 months following the date of this Base Prospectus, copies of the following documents will be available on the website of the Issuers (https://www.crh.com/investors/debt-investors/):

(a) the Articles of Association or Constitution of each of the Issuers and the Guarantor;

(b) the Trust Deed and the forms of the Global Notes, the Notes in definitive form, the Coupons and the Talons;

(c) a copy of this Base Prospectus; and

(d) any future offering circulars, base prospectuses, information memoranda, supplements to this Base Prospectus and Final Terms and any other documents incorporated herein or therein by reference.

Final Terms relating to Notes which are neither (i) admitted to trading on a regulated market in the EEA nor offered in the EEA in circumstances where a prospectus is required to be published under the Prospectus Regulation nor (ii) admitted to trading on a UK regulated market as defined in Regulation (EU) No 600/2014 as it forms part of UK domestic law by virtue of the EUWA, or, if admitted to trading on such a UK regulated market, are a type of security for which a prospectus is not required under the Prospectus Rules: Admission to Trading on a Regulated Market sourcebook, as the case may be, will only be available for inspection by holders of such Notes or may be provided by email and such holder must produce evidence satisfactory to the relevant Issuer and the relevant Paying Agent as to its holding of Notes and identity.

Clearing Systems

The Notes have been accepted for clearance through Euroclear, Clearstream, Luxembourg and SIX SIS AG (which are the entities in charge of keeping the records). The appropriate Common Code, ISIN, CUSIP and Swiss Security Number (as appropriate) for each Tranche of Notes allocated by Euroclear, Clearstream, Luxembourg and SIS (as appropriate) will be specified in the applicable Final Terms. If the Notes are to clear through an additional or alternative clearing system, the appropriate information will be specified in the applicable Final Terms.

The address of Euroclear is Euroclear Bank SA/NV, 1 Boulevard du Roi Albert II, B-1210 Brussels and the address of Clearstream, Luxembourg is Clearstream Banking, 42 Avenue JF Kennedy, L-1855 Luxembourg. The address of SIS is SIX SIS AG, Baslerstrasse 100, CH-4601 Olten, Switzerland.

Conditions for determining price

The price and amount of Notes to be issued under the Programme will be determined by the relevant Issuer and the relevant Dealer at the time of issue in accordance with prevailing market conditions.

Significant or Material Adverse Change

There has been no significant change in the financial performance or position of the Group since the end of the last financial period for which audited or interim consolidated financial information has been published. There has been no material adverse change in the prospects of the Group since the date of its last published audited consolidated financial statements.

There has been no significant change in the financial performance or position of CRH Funding B.V. since the end of the last financial period for which audited or interim non-consolidated financial information has been published. There has been no material adverse change in the prospects of CRH Funding B.V. since the date of its last published audited non-consolidated financial statements.

Auditors

The auditors of the Guarantor are Deloitte & Touche LLP, a public accounting firm registered with the US Public Company Accounting Oversight Board (**PCAOB**), who have in accordance with the standards of the PCAOB audited the Guarantor's consolidated annual financial statements, prepared in accordance with the accounting principles generally accepted in the United States, with an unqualified opinion, for the financial year ended on 31 December 2025, which are incorporated by reference in this Base Prospectus.

Deloitte & Touche LLP are required to be independent with respect to the Guarantor in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

The auditors of the Guarantor for the financial year ended on 31 December 2024 were Deloitte Ireland LLP, authorised by the Institute of Chartered Accountants in Ireland and regulated by both the Institute of Chartered Accountants in Ireland and the Irish Auditing and Accounting Supervisory Authority, who in accordance with the standards of the PCAOB audited the Guarantor's consolidated annual financial statements, prepared in accordance with the accounting principles generally accepted in the United States, without qualification, for that financial year, which are incorporated by reference in this Base Prospectus.

Deloitte Ireland LLP are required to be independent with respect to the Guarantor in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

The auditors of CRH Funding B.V. are Deloitte Accountants B.V., which is a member of the Netherlands Institute of Chartered Accountants (*Nederlandse Beroepsorganisatie van Accountants*) and is authorised

and regulated by the Dutch Authority for Financial Markets (*Autoriteit Financiele Markten*), who have audited CRH Funding B.V.'s financial statements, prepared in accordance with IFRS and Part 9 of Book 2 of the Dutch Civil Code, without qualification, for the financial years ended on 31 December 2024 and 31 December 2025.

Post-issuance information

The Issuers do not intend to provide any post-issuance information in relation to any issues of Notes.

Dealers transacting with the Issuers and the Guarantor

Certain of the Dealers and their respective affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform services to, the Issuers, the Guarantor and their respective affiliates in the ordinary course of business. Certain of the Dealers and their respective affiliates may have positions, deal or make markets in the Notes issued under the Programme, related derivatives and reference obligations, including (but not limited to) entering into hedging strategies on behalf of any Issuer, the Guarantor or any of their respective affiliates, investor clients, or as principal in order to manage their exposure, their general market risk, or other trading activities. They have received, or may in the future receive, customary fees and commissions for these transactions.

In addition, in the ordinary course of their business activities, the Dealers and their respective affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers. Such investments and securities activities may involve securities and/or instruments of the Issuers, the Guarantor or their respective affiliates. The Dealers and/or their affiliates may receive allocations of any Notes issued under the Programme (subject to customary closing conditions), which could affect future trading of such Notes. Certain of the Dealers or their respective affiliates that have a lending relationship with an Issuer or the Guarantor routinely hedge their credit exposure to such Issuer or the Guarantor consistent with their customary risk management policies. Typically, such Dealers and their respective affiliates would hedge such exposure by entering into transactions which consist of either the purchase of credit default swaps or the creation of short positions in securities, including potentially the Notes issued under the Programme. Any such positions could adversely affect future trading prices of Notes issued under the Programme. The Dealers and their respective affiliates may also make investment recommendations and/or publish or express independent research views in respect of such securities or financial instruments and may hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments.

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GUARANTOR

CRH plc
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(for Swiss Notes)

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