

Amended and Restated Deed of Covenant

relating to
HOLCIM FINANCE (LUXEMBOURG) S.A., HOLCIM US FINANCE (LUXEMBOURG) S.A., HOLCIM FINANCE US LLC, HOLCIM HELVETIA FINANCE LTD, HOLCIM
STERLING FINANCE (NETHERLANDS) B.V. AND HOLCIM LTD
€15,000,000,000
Euro Medium Term Note Programme
guaranteed by
HOLCIM LTD
arranged by
BNP PARIBAS

Dated 3 August 2022

HOLCIM FINANCE (LUXEMBOURG) S.A.

HOLCIM US FINANCE (LUXEMBOURG) S.A.

HOLCIM FINANCE US LLC

HOLCIM HELVETIA FINANCE LTD

HOLCIM STERLING FINANCE (NETHERLANDS) B.V.

HOLCIM LTD

as Issuers

and

HOLCIM LTD

as Guarantor

This Amended and Restated Deed of Covenant is made on 3 August 2022 **between:**

- (1) **HOLCIM FINANCE (LUXEMBOURG) S.A.** (a public limited liability company (*société anonyme*), incorporated under the laws of the Grand Duchy of Luxembourg, whose registered office is at 21, rue Louvigny, L-1946 Luxembourg, and which is registered with the Luxembourg Register of Commerce and Companies under number B 92528), **HOLCIM US FINANCE (LUXEMBOURG) S.A.** (a *société anonyme*, incorporated under the laws of the Grand Duchy of Luxembourg, whose registered office is at 21, rue Louvigny, L-1946 Luxembourg, and which is registered with the Luxembourg Register of Commerce and Companies under number B 112666), **HOLCIM FINANCE US LLC** (incorporated in Delaware as a limited liability company formed on 31 August 2016, whose registered office is at 1209 Orange Street, Wilmington, DE 19801, United States of America), **HOLCIM HELVETIA FINANCE LTD** (a limited liability company incorporated under the laws of Switzerland, whose registered office is at Grafenauweg 10, 6300 Zug, Switzerland and which is registered with the Commercial Register of the Canton of Zug under number CHE-364.227.140), **HOLCIM STERLING FINANCE (NETHERLANDS) B.V.** (a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) incorporated under the laws of the Netherlands, having its corporate seat at Amsterdam, The Netherlands, whose registered office is at Roemer Visscherstraat 41 B, 1054EW Amsterdam, The Netherlands, and which is registered with the trade register maintained by the Dutch Chamber of Commerce under number 65563921) and **HOLCIM LTD** (a limited liability company incorporated under the laws of Switzerland, whose registered office is at Grafenauweg 10, 6300 Zug, Switzerland and which is registered with the Commercial Register of the Canton of Zug under number CHE-100.136.893) (each an “**Issuer**” and, together, the “**Issuers**”); and
- (2) **HOLCIM LTD** (a limited liability company incorporated under the laws of Switzerland, whose registered office is at Grafenauweg 10, 6300 Zug, Switzerland and which is registered with the Commercial Register of the Canton of Zug under number CHE-100.136.893) as guarantor in the case of Guaranteed Notes (as defined below) (in such capacity, the “**Guarantor**”) in favour of the Relevant Account Holders (as defined below) from time to time.

Whereas:

- (A) The Issuers propose to issue from time to time euro medium term notes guaranteed, in the case of Guaranteed Notes, by the Guarantor (the “**Notes**”, which expression shall, if the context so admits, include the Global Notes (in temporary or permanent form) to be initially delivered in respect of Notes and any related coupons, receipts and talons) (the “**Programme**”).
- (B) This Deed amends and restates the deed of covenant dated 21 May 2003 between the parties thereto in connection with the Programme and as amended by the amended and restated deeds of covenant dated 22 November 2005, 1 September 2006, 14 May 2007, 14 May 2008, 14 May 2009, 14 May 2010, 13 May 2011, 14 May 2012, 18 May 2016, 19 May 2017, 17 May 2018, 20 May 2019, 20 May 2020 and 4 August 2021 between the parties thereto in connection with the Programme (together, the “**Original Deed of Covenant**”) in respect of all Notes issued pursuant to the Programme on or after the date of this Deed. The Original Deed of Covenant will continue in full force and effect in respect of all Notes issued prior to the date of this Deed and any Notes issued on or after the date of this Deed which are to be consolidated and form a single series with any Notes issued prior to the date hereof.
- (C) The Issuers and the Guarantor wish to make arrangements for the protection of the interests of Relevant Account Holders in the circumstances set out below.

This Deed witnesses as follows:

1 Interpretation

1.1 Defined Terms: In this Deed, unless the context otherwise requires:

“**Account Holder**” means a holder of a Securities Account, except for an Account Issuer to the extent that any securities, or rights in respect of securities, credited to such Account Issuer’s Securities Account are held by such Account Issuer for the account or benefit of a holder of a Securities Account with that Account Issuer

“**Account Issuer**” means a Clearing System or a Custodian

“**Acquisition Time**” means, in relation to any Original Account Holder’s Entry, its Effective Time (as defined in the definition of Original Account Holder below) and, in relation to any Subsequent Account Holder’s Entry, its Transfer Time

“**Agency Agreement**” means the amended and restated agency agreement (as amended and/or supplemented from time to time) relating to the Programme dated 3 August 2022 between the Issuers, the Guarantor, Citibank, N.A., London Branch as initial fiscal agent and others

“**Bearer Note**” means a Note in bearer form

“**Clearing System**” means Clearstream, Luxembourg, Euroclear or any other person who falls within the definition of “**Alternative Clearing System**”, in the Conditions relating to any Global Note or Global Certificate

“**Clearstream, Luxembourg**” means Clearstream Banking S.A.

“**Conditions**” means in respect of the Notes of each Series the terms and conditions applicable thereto which shall be substantially in the form set out in the Agency Agreement as modified, with respect to any Notes represented by a Global Certificate or a Global Note, by the provisions of such Global Certificate or Global Note, including any additional provisions forming part of such terms and conditions relating to the Notes of that Series that are endorsed on or attached to such Global Note or Global Certificate and references to a numbered Condition shall be construed accordingly

An Entry “**corresponds**” with another Entry if (i) both Entries relate to the same Global Note or Global Certificate, (ii) one of those Entries has been debited from the Securities Account of an Account Holder in connection with, and substantially at the same time as, the credit of the other Entry to the Securities Account of another Account Holder and (iii) the purpose of debiting the first Entry and crediting the second Entry was to transfer all rights relating to the debited Entry from the Account Holder to whose Securities Account it was debited to the other Account Holder to whose Securities Account the other Entry has been credited; and one Entry “**corresponds**” with another Entry if they both correspond with a third Entry

“**Custodian**” means a person who acknowledges to a Clearing System (or to a Custodian and therefore indirectly to a Clearing System) that it holds securities, or rights in respect of securities, for the account or benefit of that Clearing System (or Custodian)

“**Direct Rights**” means the rights referred to and defined in Clause 2.1

“**Entry**” means an entry relating to an Original Note (and, if applicable, its related Global Note or Global Certificate) in a Securities Account of an Account Holder

“Euroclear” means Euroclear Bank SA/NV

“Fiscal Agent” means Citibank, N.A., London Branch as initial fiscal agent or, in relation to any Series, such other replacement or successor fiscal agent as may be appointed pursuant to the Agency Agreement

“Global Certificate” means, subject to Clause 6, a registered certificate issued pursuant to the Agency Agreement representing Registered Notes of one or more Tranches of the same Series

“Global Note” means, subject to Clause 6, a Global Note (whether in temporary or permanent form) issued pursuant to the Agency Agreement

“Guarantee” means the guarantee of the Guaranteed Notes given by the Guarantor dated 3 August 2022

“Guaranteed Notes” means Notes issued by an Issuer other than Holcim Ltd

“Original Account Holder” means an Account Holder who has one or more Entries credited to his Securities Account at the time (the **“Effective Time”**) at which a Rights Notice is given in relation to such Entries

“Original Note” means, in relation to any Global Note, a Bearer Note in definitive form for which such Global Note (or any permanent Global Note for which such Global Note may be exchanged) may be exchanged (or, in relation to a part of a Global Note in respect of which Direct Rights have arisen, would have been exchangeable before the acquisition of such Direct Rights) in accordance with its terms and, in relation to a Global Certificate, a Registered Note that is represented by such Global Certificate (or, in relation to any Registered Note that has become void as the result of the acquisition by an Original Account Holder of Direct Rights in respect of such Registered Note, such Registered Note before it became void)

“outstanding” has the meaning given to it in the Agency Agreement

“Registered Note” means a Note in registered form

“Relevant Account Holder” means an Original Account Holder or a Subsequent Account Holder, as the case may be

“Rights Notice” means a notice given to the Fiscal Agent by the holder of a Global Note or of the Notes represented by a Global Certificate and in respect of which Notes there has been a failure to pay principal when due in accordance with the Conditions that elects for Direct Rights to arise in relation to the whole or a stated part of such Global Note or one or more Notes represented by such Global Certificate and that identifies the Account Holder and Entries to which such notice relates

“Securities Account” means any arrangement between an Account Issuer and any other person (which may include any other Account Issuer, the **“holder of the Securities Account”**) pursuant to which such Account Issuer may acknowledge to the holder of the Securities Account that it holds securities, or rights in respect of securities, for the account or benefit of such holder and, in relation to a specific Entry, means the Securities Account to which such Entry is credited

“Series” means a series of Notes comprising one or more Tranches, whether or not issued on the same date, that (except in respect of the first payment of interest and their issue price) have identical terms and are expressed to have the same series number

“Subsequent Account Holder” means an Account Holder who has had an Entry credited to his Securities Account in connection with the debit of a corresponding Entry in respect of which Direct Rights have arisen from the Securities Account of another Account Holder (a **“Previous Account Holder”**)

“Tax Jurisdiction” shall bear the meaning ascribed to it in Condition 8 and **“relevant Tax Jurisdiction”** shall be construed accordingly

“Termination Date” means the first date on which no further Global Certificates or Global Notes may be issued under the Agency Agreement and complete performance of the obligations contained in this Deed and in all outstanding Notes initially represented by Global Notes and Global Certificates occurs

“Tranche” means, in relation to a Series, those Notes of that Series that are issued on the same date at the same issue price and in respect of which the first payment of interest is identical and

“Transfer Time” means, in relation to any Subsequent Account Holder’s Entry, the time at which such Entry is credited to his Securities Account.

- 1.2 Headings:** Headings shall be ignored in construing this Deed.
- 1.3 Contracts:** References in this Deed to this Deed or any other document are to this Deed or these documents as amended, supplemented or replaced from time to time in relation to the Programme and includes any document that amends, supplements or replaces them.
- 1.4 Amendment and Restatement:** Any Notes issued on or after the date hereof shall be issued under the Programme pursuant to this Deed but shall not have the benefit of any subsequent deed of covenant (unless expressly so provided in any such subsequent deed). This does not affect any Notes issued under the Programme prior to the date hereof.

2 Direct Rights

- 2.1 Acquisition of Direct Rights:** Each Relevant Account Holder shall at the Acquisition Time for each of such Relevant Account Holder’s Entries acquire against the relevant Issuer of the relevant Series and, in the case of Guaranteed Notes, pursuant to the terms of the Guarantee, the Guarantor (on and subject to the terms of the Guarantee) all rights (**“Direct Rights”**) that it would have had if, immediately before each such Acquisition Time, it had been the holder of the Original Notes to which each of such Entries relates including, without limitation, the right to receive all payments due at any time in respect of such Original Notes and the Guarantee other than those corresponding to any already made (i) under the relevant Global Note or the Notes represented by the relevant Global Certificate (or under the Guarantee) before the Effective Time relating to such Original Notes or (ii) at or after such Effective Time and in relation to Subsequent Account Holders, to Previous Account Holders who have had corresponding Entries credited to their Securities Accounts and that have been made in respect of such corresponding Entries.
- 2.2 No Further Act Required:** No further action shall be required on the part of any person in order for such Direct Rights to be acquired and for each Relevant Account Holder severally to have the benefit of, and to be able to enforce, such Direct Rights.
- 2.3 Termination of Direct Rights:** The Direct Rights of each Previous Account Holder in relation to any Entry shall terminate when the Subsequent Account Holder to whose Securities

Account a corresponding Entry has been credited acquires Direct Rights in relation to such Entry in accordance with Clause 2.1.

3 Evidence

3.1 Records Conclusive: The records of each Account Issuer shall, in the absence of manifest error, be conclusive evidence as to the matters set out in paragraphs 3.1.1 to 3.1.3, inclusive, below. For the purposes of this Clause one or more certificates issued by an Account Issuer stating:

3.1.1 whether or not one or more Rights Notices have been given and, if any such notice has been given:

- (i) the Effective Time in relation to such Rights Notice
- (ii) the Original Notes to which it related

3.1.2 in relation to each Relevant Account Holder:

- (i) the name of the Relevant Account Holder
- (ii) the Entries in respect of which Direct Rights have arisen (and have not terminated in accordance with Clause 2.3) that are credited to the Securities Account of such Relevant Account Holder

3.1.3 in relation to each Entry in respect of which Direct Rights have arisen:

- (i) the Original Note to which such Entry relates
- (ii) its Acquisition Time
- (iii) whether any payment made under the relevant Global Note or the Notes represented by the relevant Global Certificate (or under the Guarantee) before the Effective Date relating to such Entry was made in respect of the Original Note relating to such Entry
- (iv) the amount of any payments made to Previous Account Holders who have had a corresponding Entry credited to their Securities Account and that have been made in respect of any such corresponding Entry

shall be conclusive evidence of the records of such Account Issuer at the date of such certificate.

3.2 Blocked Securities Accounts: A certificate from an Account Issuer stating the information set out in sub-Clause 3.1.2 that certifies that one or more of the Entries referred to in that certificate may not be debited or transferred from the Securities Account of the Relevant Account Holder until a certain time and date or before the occurrence of any identified condition precedent shall be conclusive evidence that such Entries remain credited to such Securities Account until such time and date or the satisfaction of such condition precedent.

3.3 Original Notes and Entries Treated as Fungible: Where two or more Entries in the books of any Account Issuer relate to Original Notes that have identical terms and have Direct Rights that are identical in all respects, any certificate given pursuant to this Clause need not identify specific Original Notes or Entries, but may certify that an Entry (or the Direct Rights in respect of it) relates to an Original Note or another Entry that forms one of a class of identical Original Notes and/or Entries having identical Direct Rights.

4 Title to Entries

- 4.1 Each Relevant Account Holder Able to Enforce:** Any Relevant Account Holder may protect and enforce its rights arising out of this Deed in respect of any Entry to which it is entitled in its own name without using the name of or obtaining any authority from any predecessor in title.
- 4.2 Payment to Relevant Account Holder Good Discharge:** Each Relevant Account Holder is entitled to receive payment under any Notes and/or, in the case of Guaranteed Notes, the Guarantee, as the case may be, of the amount due in respect of each of its Entries and of all other sums referable to its Direct Rights and payable under any Notes or the Guarantee to the exclusion of any other person and payment in full by the relevant Issuer of the relevant Series or, in the case of Guaranteed Notes, pursuant to and in accordance with the terms of the Guarantee, by the Guarantor to such Relevant Account Holder shall discharge the relevant Issuer of the relevant Series and, in the case of Guaranteed Notes, the Guarantor from all obligations in respect of each such Entry and such Direct Rights. As a condition precedent to making any payment to a Relevant Account Holder in whole or partial discharge of any Direct Rights owed in connection with an amount payable under any Notes or the Guarantee, the relevant Issuer of the relevant Series or, in the case of Guaranteed Notes, the Guarantor shall be entitled to require that reasonable arrangements are made (at the relevant Issuer's and, in the case of Guaranteed Notes, the Guarantor's expense, as the case may be) for confirmation of the receipt of such payment by the Relevant Account Holder to be given to, and for receipt of such confirmation to be acknowledged by, the Account Issuer in whose books the Entry in respect of which such payment is to be made is credited.

5 Counterparts of this Deed

This Deed may be executed in one or more counterparts all of which when taken together shall constitute the same instrument. Executed originals of this Deed have been delivered to each Clearing System and to the Fiscal Agent and shall be held to the exclusion of the Issuers and the Guarantor until the Termination Date. The Issuers and the Guarantor covenant with each Relevant Account Holder on demand to produce or procure that there is produced an executed original hereof to such Relevant Account Holder and allow it to take copies thereof on demand at any reasonable time. Any Relevant Account Holder may, in any proceedings relating to this Deed, protect and enforce its rights arising out of this Deed in respect of any Entry to which it is entitled upon the basis of a statement by an Account Issuer as provided in Clause 3 and a copy of this Deed certified as being a true copy by a duly authorised officer of any Clearing System or the Fiscal Agent without the need for production in such proceedings or in any court of the actual records or this Deed. Any such certification shall be binding, except in the case of manifest error, upon the Issuers and the Guarantor and all Relevant Account Holders. This Clause shall not limit any right of any Relevant Account Holder to the production of the originals of such records or documents in evidence.

6 Amendment and Disapplication of this Deed

- 6.1 Amendment of this Deed:** Neither the Issuers nor the Guarantor may amend, vary, terminate or suspend this Deed or its obligations under it until after the Termination Date unless such amendment, variation, termination or suspension shall have been approved by an Extraordinary Resolution (as defined in the Agency Agreement) to which the special quorum provisions specified in the Notes apply to the holders of each series of Notes outstanding, save that nothing in this Clause shall prevent the Issuers or the Guarantor from

increasing or extending its or their obligations under this Deed by way of supplement to it at any time.

6.2 Disapplication of this Deed: This Deed shall not apply to a Global Note or Global Certificate if:

6.2.1 the Conditions applicable to such Global Note or Global Certificate state that this Deed shall not apply; or

6.2.2

- (i) the relevant Issuer of the relevant Series and, in the case of Guaranteed Notes, the Guarantor execute a further agreement, deed, instrument or other document (the “**New Covenant**”) that confers upon the Account Holders who have Entries relating to such Global Note or Global Certificate credited to their Securities Account rights that are substantially similar to the Direct Rights;
- (ii) such Global Note or Global Certificate is issued after the date of execution of the New Covenant; and
- (iii) the provisions of the New Covenant are disclosed to the subscribers of the related Notes.

7 Payments

7.1 Payments Free of Taxes: All payments by the relevant Issuer of the relevant Series under this Deed shall be made free and clear of, and without withholding or deduction for, any taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or within or on behalf of the relevant Tax Jurisdiction or any authority therein or thereof having power to tax, unless such withholding or deduction is required by law. In that event, the relevant Issuer of the relevant Series shall pay such additional amounts as will result in the receipt by the Relevant Account Holders of such amounts as would have been received by them had no such withholding or deduction been required, except that no such additional amounts shall be payable:

7.1.1 to, or to a third party on behalf of, a Relevant Account Holder who

- (i) is liable to such taxes, duties, assessments or governmental charges by reason of his having some connection with the relevant Tax Jurisdiction other than merely having the relevant Entry credited to his Securities Account or
- (ii) could lawfully avoid (but has not so avoided) such deduction or withholding by complying or procuring that any third party complies with any statutory requirements or by making or procuring that any third party makes a declaration of non-residence or other similar claim for exemption to any relevant tax authority;

7.1.2 in respect of any demand made more than 30 days after the date upon which demand may first be made hereunder, except to the extent that the Relevant Account Holder would have been entitled to such additional amounts on making such demand on the thirtieth such day;

7.1.3 where such withholding or deduction is (i) imposed on a payment to a Luxembourg resident individual and is required to be made pursuant to the Luxembourg law of 23

December 2005, as amended or (ii) required to be made pursuant to laws enacted by Switzerland providing for the taxation of payments according to principles similar to those laid down in the draft legislation of the Swiss Federal Council of 3 April 2020, or otherwise changing the Swiss federal withholding tax system from an issuer-based system to a paying agent-based system pursuant to which a person other than the issuer is required to withhold tax on any interest payments;

7.1.4 in the case of Notes issued by Holcim Ltd or Holcim Helvetia Finance Ltd, such withholding or deduction is required by the Swiss Federal Withholding Tax Code of 13 October 1965 (*Bundesgesetz über die Verrechnungssteuer vom 13. Oktober 1965*);

7.1.5 in the case of Holcim Finance US LLC, such withholding or deduction is required

(i) for or on account of any tax, duty, assessment or governmental charge that is imposed by reason of (A) the holder's or beneficial owner's past or present status as the actual or constructive owner of 10 per cent. or more of the total combined voting power of all classes of stock of the Issuer entitled to vote within the meaning of Section 871(h)(3) of the U.S. Internal Revenue Code of 1986, as amended (the "**Code**"), (B) the holder's or beneficial owner's past or present status as a controlled foreign corporation that is related directly or indirectly to the Issuer through stock ownership within the meaning of Section 864(d)(4) of the Code, (C) the holder's or beneficial owner's being or having been a bank (or being or having been so treated) that is treated as receiving amounts paid on an extension of credit made pursuant to a loan agreement entered into in the ordinary course of its trade or business within the meaning of Section 881(c)(3)(A) of the Code, or (D) the holder's or beneficial owner's failure to fulfil the statement requirements of Section 871(h) or 881(c) of the Code; or

(ii) for or on account of any tax, duty, assessment or governmental charge imposed by reason of the holder's or beneficial owner's past or present status (or the past or present status of a fiduciary, settlor, beneficiary, member or shareholder of, or possessor of a power over, such holder or beneficial owner, if such holder or beneficial owner is an estate, a trust, a partnership or a corporation) as a personal holding company, private foundation or other tax exempt organization, controlled foreign corporation with respect to the United States, or as a corporation that accumulates earnings to avoid U.S. federal income tax; or

7.1.6 where, in the case of Notes issued by Holcim Sterling Finance (Netherlands) B.V., such withholding or deduction is required to be made pursuant to the Dutch Withholding Tax Act 2021 (*Wet bronbelasting 2021*); or

7.1.7 for or on account of any combination of taxes, duties, assessments or governmental charges referred to in the preceding clauses 7.1.1, 7.1.2, 7.1.3, 7.1.4, 7.1.5 and 7.1.6.

Notwithstanding any other provision in this Deed, any amounts to be paid by or on behalf of the Issuers on the Notes will be paid net of any deduction or withholding imposed or required pursuant to Sections 1471 through 1474 of the Code, as amended, any current or future regulations or official interpretations thereof, any agreement entered into pursuant to Section 1471(b) of the Code, or any fiscal or regulatory legislation, rules or practices adopted

pursuant to any intergovernmental agreement entered into in connection with the implementation of such Sections of the Code (or any law implementing such an intergovernmental agreement) (a “**FATCA Withholding Tax**”), and neither the Issuer nor any other person will be required to pay additional amounts on account of any FATCA Withholding Tax.



- 7.2 Stamp Duties:** The relevant Issuer of the relevant Series covenant to and agree with the Relevant Account Holders to pay promptly, and in any event before any penalty becomes payable, any stamp, documentary, registration or similar duty or tax payable in the relevant Tax Jurisdiction, Luxembourg or Belgium, as the case may be, or in the country of any currency in which Notes may be denominated or amounts may be payable in respect of the Notes or any political subdivision or taxing authority thereof or therein in connection with the entry into, performance, enforcement or admissibility in evidence of this Deed and/or any amendment of, supplement to or waiver in respect of this Deed, and shall indemnify each of the Relevant Account Holders against any liability with respect to or resulting from any delay in paying or omission to pay any such tax, except as to or in relation with any Luxembourg registration duties (*droits d'enregistrement*) payable when a registration is not required to maintain, preserve, establish or enforce the rights of a Relevant Account Holder under the Notes.

8 Governing Law and Jurisdiction



- 8.1 Governing Law:** This Deed shall be governed by and construed in accordance with English law.
- 8.2 Jurisdiction:** The courts of England in London are to have jurisdiction to settle any disputes that may arise out of or in connection with this Deed and accordingly any legal action or proceedings arising out of or in connection with this Deed (“**Proceedings**”) may be brought in such courts. The Issuers and the Guarantor irrevocably submit to the jurisdiction of such courts and waive any objection to Proceedings in such courts whether on the ground of venue or on the ground that the Proceedings have been brought in an inconvenient forum. This Clause is made for the benefit of each of the Relevant Account Holders and shall not limit the right of any of them to take Proceedings in any other court of competent jurisdiction nor shall the taking of Proceedings in one or more jurisdictions preclude the taking of Proceedings in any other jurisdiction (whether concurrently or not).
- 8.3 Agent for Service of Process:** The Issuers and the Guarantor irrevocably appoint Holcim Participations (UK) Limited of Bardon Hall, Copt Oak Road, Markfield, Leicestershire, LE67 9PJ as their agent in England to receive service of process in any Proceedings in England based on this Deed. If for any reason any of the Issuers or the Guarantor does not have such an agent in England, it shall promptly appoint a substitute process agent and notify the Noteholders of such appointment in accordance with the Conditions. Nothing herein shall affect the right to serve process in any other manner permitted by law.

In witness whereof the issuers and the Guarantor have caused this Deed to be duly delivered as a deed the day and year first above mentioned.

HOLCIM FINANCE (LUXEMBOURG) S.A.

By:  By: 

HOLCIM US FINANCE (LUXEMBOURG) S.A.



By:  By: 

Authorised signatory of the sole manager

HOLCIM FINANCE US LLC

By:  By: 


HOLCIM HELVETIA FINANCE LTD

By:  By: 

HOLCIM STERLING FINANCE (NETHERLANDS) B.V.

By:  By: 

HOLCIM LTD (as Issuer and Guarantor)

By:  By: 