

LIMITED LIABILITY COMPANY AGREEMENT
OF
LAFARGEHOLCIM FINANCE US LLC

This Limited Liability Company Agreement ("**Agreement**") of LafargeHolcim Finance US LLC (the "**Company**"), effective as of September 8, 2016 (the "**Effective Date**"), is entered into by Holcim Participations (US) Inc., as the sole member of the Company (the "**Member**").

WHEREAS, the Member has formed the Company as a limited liability company under the laws of the State of Delaware and desires to enter into a written agreement, in accordance with the provisions of the Delaware Limited Liability Company Act and any successor statute, as amended from time to time (the "**Act**"), governing the affairs of the Company and the conduct of its business.

NOW, THEREFORE, the Member agrees as follows:

1. Formation. The Member has previously formed the Company as a limited liability company pursuant to the provisions of the Act. A certificate of formation for the Company as described in Section 18-201 of the Act (the "**Certificate of Formation**"), dated August 31, 2016, has been filed in the Office of the Secretary of State of the State of Delaware in conformity with the Act. Authorization was given to José A. Medina for the exclusive purpose of forming and qualifying the Company. Upon the effectiveness of this Agreement, José A. Medina's authority shall cease.
2. Name. The name of the Company is "LafargeHolcim Finance US LLC."
3. Purpose. The Company will be a finance subsidiary (within the meaning of Rule 3a-5 under the U.S. Investment Company Act of 1940) of the Member, and its primary purpose will be to finance the business operations of the Member, LafargeHolcim Ltd (the Company's indirect parent company) or companies controlled by LafargeHolcim Ltd. The Company may engage in any lawful act or activity in furtherance of the foregoing, and to engage in any and all activities necessary or incidental thereto.
4. Principal Office; Registered Agent.
 - (a) Principal Office. The location of the principal office of the Company shall 8700 W. Bryn Mawr Ave., Suite 300, Chicago, Illinois 60631, or such other location as the Member may from time to time designate.
 - (b) Registered Agent. The registered agent of the Company for service of process in the State of Delaware and the registered office of the Company in the State of Delaware shall be that person and location reflected in the Certificate of Formation. In the event the registered agent ceases to act as such for any reason or the registered office

shall change, the Member shall promptly designate a replacement registered agent or file a notice of change of address, as the case may be, in the manner provided by law.

5. Members.

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

Name	Address
Holcim Participations (US) Inc.	8700 W. Bryn Mawr Ave. Suite 300 Chicago, IL 60631

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

(c) Membership Interests; Certificates. The Company will not issue any certificates to evidence ownership of the membership interests.

6. Management.

(a) Authority; Powers and Duties of the Member. The Member shall have complete authority and discretion to manage the operations and affairs of the Company and to make all decisions regarding the business of the Company. Any action taken by the Member shall constitute the act of and serve to bind the Company. Persons dealing with the Company are entitled to rely conclusively on the power and authority of the Member as set forth in this Agreement. The Member shall have all rights and powers of a manager under the Act, and shall have such authority, rights and powers in the management of the Company to do any and all other acts and things necessary, proper, convenient or advisable to effectuate the purposes of this Agreement.

(b) Appointment of Managers; Delegation of Authority. Without prejudice to the Member's authority pursuant to Section 6(a), the Member may, from time to time, and hereby does, designate one or more managers with authority and discretion to manage the operations and affairs of the Company and to make all decisions regarding the business of the Company pursuant to this Agreement (each such designated person, a "**Manager**," and together, the "**Board**") (Managers shall be "managers" of the Company within the meaning of Sections 18-101(10) and 18-402 of the Act). The Board shall act pursuant to such delegated authority until the Board, or such authority, is removed or

modified by the Member. Any action taken by the Board shall constitute the act of and serve to bind the Company. Persons dealing with the Company are entitled to rely conclusively on the power and authority of the Board set forth in this Agreement and any instrument designating the Board and the authority delegated to it. The Board shall serve at the pleasure of the Member, and the Member may remove any person as a Manager with or without cause, appoint additional persons as Managers and add or remove from the delegation of authority of the Board as the Member deems necessary or desirable. The Board may, from time to time, designate one or more authorized persons to bind the Company and file, execute, verify, attest, acknowledge and deliver, under seal of the Company or otherwise, any and all notices, certificates, instruments, documents and agreements in the name and on behalf of the Company.

The names and titles of the Managers as of the date hereof are as follows:

Name	Title
Ian Johnston	Manager and Chairman of the Board
Markus Unternährer	Manager
Katrin Boldt	Manager

(c) General and Special Meetings. The Board shall meet at such time and at such place as the Board may designate. Meetings of the Board may be held either in person or by means of telephone or video conference or other communications device that permits all Managers participating in the meeting to hear each other, at the offices of the Company or such other place (either within or outside the State of Delaware) as may be determined from time to time by the Board. Written notice of each meeting of the Board shall be given to each Manager at least 24 hours prior to each such meeting. Special meetings of the Board shall be held on the call of any two Managers upon at least five days' written notice (if the meeting is to be held in person) or one day's written notice (if the meeting is to be held by telephone communications or video conference) to the Managers, or upon such shorter notice as may be approved by all the Managers. Any action required or permitted to be taken at any meeting of the Board may be taken without a meeting if such number of Managers sufficient to approve such action pursuant to the terms of this Agreement consent thereto in writing. Any Manager may waive such notice as to himself or herself.

(d) Participation. Any Manager may participate in a meeting of the Board by means of telephone or video conference or other communications device that permits all Managers participating in the meeting to hear each other, and participation in a meeting by such means shall constitute presence in person at such meeting. A Manager may vote or be present at a meeting either in person or by proxy, and such proxy may be granted in writing, by means of electronic transmission or as otherwise permitted by applicable law.

(e) Binding Act. Each Manager shall have one vote on all matters submitted to the Board. Except as otherwise specified by the Member, any act of the Board shall require the affirmative vote of a majority of the Managers then in office.

(f) Manager Resignation. Any Manager may resign at any time by giving written notice of such resignation to the Member. Unless otherwise specified in such written notice, such resignation shall take effect upon receipt thereof by the Member and the acceptance of such resignation shall not be necessary to make it effective.

(g) Election of Officers; Delegation of Authority. The Member may, from time to time, and hereby does, designate one or more officers with such titles as may be designated by the Member to act in the name of the Company with such authority as may be delegated to such officers by the Member (each such designated person, an "Officer"). Any such Officer shall act pursuant to such delegated authority until such Officer is removed by the Member. Any action taken by an Officer pursuant to authority delegated to such Officer shall constitute the act of and serve to bind the Company. Persons dealing with the Company are entitled to rely conclusively on the power and authority of any officer set forth in this Agreement and any instrument designating such officer and the authority delegated to him or her. The Officers shall serve at the pleasure of the Member, and the Member may remove any person as an Officer with or without cause, appoint additional persons as Officers and add or remove from the delegation of authority of an Officer as the Member deems necessary or desirable.

The names and titles of the Officers as of the date hereof are as follows:

Name	Title
Anthony Bond	President
Jay Tangney	Secretary
Therese Houlahan	Treasurer

(h) President. The President shall be the chief operating officer of the Company and shall have the general powers and duties of supervision and management usually vested in the office of president of a company. The President shall have general supervision, direction and control of the business of the Company. Except as the Member shall authorize the execution thereof in some other manner, the President shall execute bonds, mortgages, and other contracts or documents on behalf of the Company.

(i) Secretary. The Secretary, if present, shall act as secretary at all meetings of the Member and keep the minutes thereof in a book or books to be provided for that purpose; the Secretary shall see that all notices required to be given by the Company are duly given and served; the Secretary shall have charge of the stock records of the Company; the Secretary shall see that all reports, statements and other documents required by law are properly kept and filed; and in general he shall perform all the duties incident to the office of Secretary and such other duties as from time to time may be assigned to the Secretary by the President or the Member.

(j) Treasurer. The Treasurer shall have charge and custody of, and be responsible for, all funds and securities of the Company. The Treasurer shall provide at all reasonable times his or her books of account and records to the Member; when requested by the Member, the Treasurer shall render a statement of the condition of the finances of the Company at any meeting of the Member; the Treasurer shall receive, and give receipt for, moneys due and payable to the Company from any source whatsoever; and in general, the Treasurer shall perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to the Treasurer by the President or the Member.

(k) Officer Resignation. Any Officer may resign at any time by giving written notice of such resignation to the Member. Unless otherwise specified in such written notice, such resignation shall take effect upon receipt thereof by the Member and the acceptance of such resignation shall not be necessary to make it effective.

7. Exculpation and Indemnification.

(a) Liability. Notwithstanding any other provisions of this Agreement, whether express or implied, or any obligation or duty at law or in equity, none of the Member, or any officers, directors, stockholders, partners, employees, affiliates, representatives or agents of the Member, nor any Manager or Officer, employee, representative or agent of the Company (individually, a “**Covered Person**” and, collectively, the “**Covered Persons**”) shall be liable to the Company or any other person for any act or omission (in relation to the Company, its property or the conduct of its business or affairs, this Agreement, any related document or any transaction or investment contemplated hereby or thereby) taken or omitted by a Covered Person in the reasonable belief that such act or omission is in or is not contrary to the best interests of the Company and is within the scope of authority granted to such Covered Person by the Agreement, provided such act or omission does not constitute fraud, wilful misconduct, bad faith or gross negligence.

(b) Indemnification. To the fullest extent permitted by law, the Company shall indemnify and hold harmless each Covered Person from and against any and all losses, claims, demands, liabilities, expenses, judgements, fines, settlements and other amounts arising from any and all claims, demands, actions, suits or proceedings, civil, criminal, administrative or investigative (the “**Claims**”), in which the Covered Person may be involved, or threatened to be involved, as a party or otherwise, by reason of its management of the affairs of the Company or which relates to or arises out of the Company or its property, business or affairs. A Covered Person shall not be entitled to indemnification under this Section 7(b) with respect to (i) any Claim with respect to which such Covered Person has engaged in fraud, wilful misconduct, bad faith or gross negligence or (ii) any Claim initiated by such Covered Person unless such Claim (or part thereof) (A) was brought to enforce such Covered Person’s rights to indemnification hereunder or (B) was authorized or consented to by the Member. Expenses incurred by a Covered Person in defending any Claim shall be paid by the Company in advance of the final disposition of such Claim upon receipt by the Company of an undertaking by or on

behalf of such Covered Person to repay such amount if it shall be ultimately determined that such Covered Person is not entitled to be indemnified by the Company as authorized by this Section 7(b).

8. Term. The term of the Company shall be perpetual unless the Company is dissolved and terminated in accordance with Section 12.

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

10. Tax Status; Income and Deductions.

(a) Tax Status. As long as the Company has only one member, it is the intention of the Company and the Member that the Company be treated as a disregarded entity for federal and all relevant state tax purposes and neither the Company nor the Member shall take any action or make any election which is inconsistent with such tax treatment. All provisions of this Agreement are to be construed so as to preserve the Company's tax status as a disregarded entity.

(b) Income and Deductions. All items of income, gain, loss, deduction and credit of the Company (including, without limitation, items not subject to federal or state income tax) shall be treated for federal and all relevant state income tax purposes as items of income, gain, loss, deduction and credit of the Member.

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

12. Dissolution; Liquidation.

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

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

(c) In the event of dissolution, the Company shall conduct only such activities as are necessary to wind up its affairs (including the sale of the assets of the Company in an orderly manner), and the assets of the Company shall be applied as follows: (i) first, to creditors, to the extent otherwise permitted by law, in satisfaction of liabilities of the

Company (whether by payment or the making of reasonable provision for payment thereof); and (ii) thereafter, to the Member.

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

13. Miscellaneous.

(a) Amendments. Amendments to this Agreement and to the Certificate of Formation shall be approved in writing by the Member. An amendment shall become effective as of the date specified in the approval of the Member or if none is specified as of the date of such approval or as otherwise provided in the Act.

(b) Governing Law. This Agreement shall be governed by the laws of the State of Delaware.

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

(d) Limited Liability Company. The Member intends to form a limited liability company and does not intend to form a partnership under the laws of the State of Delaware or any other laws.

[Signature page follows]

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

HOLCIM PARTICIPATIONS (US) INC.

By 
Name: _____
Title:

Delaware

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The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "LAFARGEHOLCIM FINANCE US LLC", CHANGING ITS NAME FROM "LAFARGEHOLCIM FINANCE US LLC" TO "HOLCIM FINANCE US LLC", FILED IN THIS OFFICE ON THE TWENTY-EIGHTH DAY OF MAY, A.D. 2021, AT 11:40 O`CLOCK A.M.




Jeffrey W. Bullock, Secretary of State

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Authentication: 203356554
Date: 06-03-21

You may verify this certificate online at corp.delaware.gov/authver.shtml

**STATE OF DELAWARE
CERTIFICATE OF AMENDMENT**

1. Name of Limited Liability Company:
LafargeHolcim Finance US LLC

2. The Certificate of Formation of the limited liability company is hereby amended as follows:

The name of the limited liability company (the "LLC") is Holcim Finance US LLC.

IN WITNESS WHEREOF, the undersigned have executed this Certificate on the 27th day of May, A.D. 2021.

By: 
Authorized Person(s)

Name: Ian Johnston
Print or Type