

Letter of Transmittal



CRH America, Inc.

*Offer to Purchase for Cash
Any and All of the Outstanding Notes Listed Below
Issued by CRH America, Inc. and Guaranteed by CRH plc*

<u>Title of Security</u>	<u>CUSIP/ISIN</u>	<u>Outstanding Principal Amount</u>	<u>Reference U.S. Treasury Security</u>	<u>Fixed Spread (basis points)</u>	<u>Bloomberg Reference Page</u>
8.125% Notes due 2018	12626PAJ2/US12626PAJ21	US\$650,000,000	0.875% US Treasury due July 15, 2018	50	FIT4

The Offer (as defined below) will expire at 11:59 p.m., New York City time, on May 8, 2017, unless extended or earlier terminated (such time and date, as the same may be extended, the “Expiration Time”). Holders (as defined below) of Notes (as defined below) must validly tender and not validly withdraw their Notes before Expiration Time to receive the Total Consideration (as defined below). **Notes validly tendered may be withdrawn at any time prior to the Expiration Time, but not thereafter.**

Unless the Offer is extended, reopened or earlier terminated, payment of the Total Consideration to Holders of Notes that are accepted for purchase is expected to be made on May 11, 2017 (the “Notes Settlement Date”), other than the Notes tendered using the guaranteed delivery procedures after the Expiration Time for which payment is expected to be made on May 11, 2017 (the “Guaranteed Delivery Settlement Date”; each of the Guaranteed Delivery Settlement Date and the Notes Settlement Date, a “Settlement Date”). Holders who validly tender and do not validly withdraw their Notes and whose Notes are accepted for purchase in the Offer will also be paid on the applicable Settlement Date accrued and unpaid interest from the last interest payment date up to, but excluding, the Notes Settlement Date.

The Information and Tender Agent for the Offer is:

D.F. KING & CO., INC.

48 Wall Street, 22nd floor
New York, NY 10005

Bank and Brokers call collect: (212) 269-5550

All others call toll free: (866) 796-6869

Email: crh@dfking.com

By Facsimile Transmission: (212) 709-3328, Attn: Andrew Beck

Confirm Facsimile Transmission by Telephone: (212) 269-5552

PURSUANT TO THE OFFER, HOLDERS WHO WISH TO BE ELIGIBLE TO RECEIVE THE TOTAL CONSIDERATION MUST VALIDLY TENDER (AND NOT VALIDLY WITHDRAW) THEIR NOTES TO THE INFORMATION AND TENDER AGENT AT OR BEFORE THE EXPIRATION TIME.

The “Total Consideration” per each \$1,000 principal amount of Notes validly tendered and accepted for payment pursuant to the Offer will be determined in the manner described in the Offer to Purchase by reference to a fixed spread (the “Fixed Spread”) over the yield (the “Reference Yield”) based on the bid side price of the U.S. Treasury Security specified on the front cover of the Offer to Purchase (the “Reference Treasury Security”), as calculated by Citigroup Global Markets Inc., HSBC Securities (USA) Inc., RBS Securities Inc. (marketing name “NatWest Markets”) and Wells Fargo Securities, LLC (the “Dealer Managers”) at 2:00 p.m., New York City time, on May 8, 2017 (subject to certain exceptions set forth herein, such time and date, as the same may be extended, the “Price Determination Time”). Each tendering Holder will also receive on the applicable Settlement Date accrued

and unpaid interest on the Notes accepted for purchase from the last interest payment date up to, but excluding, the Notes Settlement Date. Holders of Notes that are validly tendered and not validly withdrawn at or before the Expiration Time and are accepted for purchase will receive on the applicable Settlement Date the Total Consideration. With respect to Notes accepted for purchase pursuant to the guaranteed delivery procedures after the Expiration Time, if any, Holders will receive payment of the Total Consideration, plus accrued interest, for such accepted Notes (to the extent such Notes are not delivered prior to the Expiration Time) three Business Days after the Expiration Time.

By the execution hereof, the undersigned acknowledges receipt of the Offer to Purchase, dated May 2, 2017 (as the same may be amended, supplemented or modified from time to time, the “Offer to Purchase”) of CRH America, Inc. (“CRH America” or the “Company”), this Letter of Transmittal (the “Letter of Transmittal”) and the Notice of Guaranteed Delivery (together with the Offer to Purchase and Letter of Transmittal, the “Offer Materials”), which together constitute the Company’s offer (the “Offer”) to purchase for cash any and all of the debt securities listed in the table above issued by CRH America (the “Notes”) and fully, irrevocably and unconditionally guaranteed by CRH, pursuant to guarantees endorsed thereon (the “Guarantees”) from each registered holder of Notes (each, a “Holder” and collectively, the “Holders”).

Capitalized terms used herein and not defined herein shall have the meanings ascribed to them in the Offer to Purchase.

This Letter of Transmittal is to be completed by a Holder desiring to tender Notes, unless such Holder is executing the tender through the Automated Tender Offer Program (“ATOP”) of The Depository Trust Company (“DTC”). **This Letter of Transmittal need not be completed by a Holder tendering Notes through ATOP.**

For a description of certain procedures to be followed in order to tender Notes (through ATOP or otherwise), see “Procedures for Tendering” in the Offer to Purchase and the instructions to this Letter of Transmittal.

If any Holder desires to tender their Notes and (1) such Notes certificates are not immediately available or cannot be delivered to the Information and Tender Agent, (2) such Holder cannot comply with the procedure for book-entry transfer, or (3) such Holder cannot deliver the other required documents to the Information and Tender Agent by the Expiration Time, such Holder must tender their Notes according to the guaranteed delivery procedure in “Procedures for Tendering” in the Offer to Purchase.

The Notice of Guaranteed Delivery may be transmitted in accordance with the usual procedures of the Clearing Systems and the Information and Tender Agent; provided, however, that if the notice is sent by one of the Clearing Systems through electronic means, it must state that the Clearing System has received an express acknowledgment from the holder on whose behalf the notice is given that the holder has received and agrees to become bound by the form of the notice to the Information and Tender Agent.

Non-US resident holders that want to tender using the guaranteed delivery process should contact their brokers, the Company or the Information and Tender Agent.

FOR THE AVOIDANCE OF DOUBT, THE DELIVERY OF SUCH NOTES TENDERED BY GUARANTEED DELIVERY PROCEDURES MUST BE MADE NO LATER THAN THE CLOSE OF BUSINESS ON MAY 10, 2017, WHICH IS TWO BUSINESS DAYS FOLLOWING THE EXPIRATION TIME; PROVIDED, THAT ACCRUED INTEREST WILL CEASE TO ACCRUE ON THE PAYMENT DATE FOR ALL NOTES ACCEPTED IN THE OFFER, INCLUDING THOSE TENDERED BY THE GUARANTEED DELIVERY PROCEDURES SET FORTH IN THE OFFER TO PURCHASE, AND UNDER NO CIRCUMSTANCES WILL ADDITIONAL INTEREST ON THE TOTAL CONSIDERATION BE PAID BY THE COMPANY AFTER THE PAYMENT DATE BY REASON OF ANY DELAY ON THE PART OF THE GUARANTEED DELIVERY PROCEDURES.

Delivery of this Letter of Transmittal to an address other than as set forth above, or transmission of instructions via a facsimile number other than as listed above, will not constitute a valid delivery. The instructions contained in this Letter of Transmittal should be read carefully before it is completed.

List below the Notes and principal amounts of Notes being tendered. If the space provided below is inadequate, list the certificate numbers and principal amounts of the Notes being tendered on a separately executed schedule and affix the schedule to this Letter of Transmittal. Tenders of Notes will be accepted only in principal amounts equal to US\$2,000 integral multiples of US\$1,000 in excess thereof. No alternative, conditional or contingent tenders will be accepted.

DESCRIPTION OF NOTES TENDERED		
Name(s) and Address(es) of DTC Participant and Participant's DTC Account Number in which Notes are Held (Please fill in, if blank)	Aggregate Principal Amount Represented*	Principal Amount Tendered
8.125% NOTES DUE 201 (CUSIP NO: 12626PAJ2)		
* Unless otherwise indicated in the column labeled "Principal Amount Tendered" and subject to the terms and conditions of the Offer to Purchase, a Holder will be deemed to have tendered the entire aggregate principal amount represented by the Notes indicated in the column labeled "Aggregate Principal Amount Represented." See Instruction 4.		

If not already printed above, the name(s) and address(es) of the registered Holder(s) should be printed exactly as they appear on the certificate(s) representing Notes tendered hereby or, if tendered by a participant in DTC, exactly as such participant's name appears on a security position listing as the owner of the Notes.

TENDER OF NOTES
<input type="checkbox"/> CHECK HERE IF CERTIFICATES REPRESENTING TENDERED NOTES ARE ENCLOSED HEREWITH. <input type="checkbox"/> CHECK HERE IF TENDERED NOTES ARE BEING DELIVERED BY BOOK-ENTRY TRANSFER MADE TO THE ACCOUNT MAINTAINED BY THE INFORMATION AND TENDER AGENT WITH DTC AND COMPLETE THE FOLLOWING: Name of Tendering Institution: _____ DTC Account Number: _____ Transaction Code Number: _____ Date Tendered: _____ <input type="checkbox"/> CHECK HERE IF TENDERED NOTES ARE BEING DELIVERED PURSUANT TO A NOTICE OF GUARANTEED DELIVERY THAT WAS PREVIOUSLY SENT TO THE INFORMATION AND TENDER AGENT AND COMPLETE THE FOLLOWING: Name(s) of Tendering Holder(s): _____ Date of Execution of Notice of Guaranteed Delivery: _____ Name of Eligible Institution that Guaranteed Delivery: _____

The Offer is not being made to, and tenders of Notes will not be accepted from or on behalf of, Holders in any jurisdiction in which the making or the acceptance of the Offer would not be in compliance with the laws of such jurisdiction.

**NOTE: SIGNATURES MUST BE PROVIDED BELOW.
PLEASE READ THE ACCOMPANYING INSTRUCTIONS CAREFULLY.**

Ladies and Gentlemen:

The undersigned hereby tenders to CRH America, upon the terms and subject to the conditions set forth in the Offer Materials, receipt of which is hereby acknowledged, the principal amount or amounts of Notes indicated in the table above under the caption heading “Description of Notes” under the column entitled “Principal Amount Tendered” within such table (or, if nothing is indicated therein, with respect to the entire aggregate principal amount represented by the Notes described in such table) pursuant to the Offer, by CRH America to purchase any and all of the outstanding 8.125% Notes due 2018 issued by CRH America and guaranteed by CRH.

The undersigned represents and warrants that the undersigned has read the Offer Materials and agrees to all of the terms and conditions herein and therein.

The undersigned acknowledges and agrees that tenders of Notes pursuant to the Offer may not be withdrawn after the Expiration Time. Tenders of Notes may be withdrawn prior to the Expiration Time, as provided in the Offer to Purchase.

Subject to, and effective upon, the acceptance for purchase of, and payment for, the principal amount of Notes tendered herewith in accordance with the terms and subject to the conditions of the Offer, the undersigned hereby:

- irrevocably sells, assigns and transfers to, or upon the order of, the Company, all right, title and interest in and to all of the Notes tendered hereby;
- waives any and all other rights with respect to such Notes and Guarantees; and
- irrevocably constitutes and appoints the Information and Tender Agent as the true and lawful agent and attorney-in-fact of the undersigned (with full knowledge that the Information and Tender Agent also acts as the agent of the Company) with respect to such Notes, with full power of substitution and resubstitution (such power of attorney being deemed to be an irrevocable power coupled with an interest) to:
 - transfer ownership of such Notes on the account books maintained by DTC, together with all accompanying evidences of transfer and authenticity, to or upon the order of the Company;
 - present such Notes for transfer on the security register for the Notes; and
 - receive all benefits or otherwise exercise all rights of beneficial ownership of such Notes, including receipt of funds from the Company for the Total Consideration for any Notes tendered pursuant to the Offer that are purchased by the Company and for accrued and unpaid interest on such Notes up to, but excluding, the Notes Settlement Date, and transfer such funds to the Holder,

all in accordance with the terms and conditions of the Offer as described in the Offer to Purchase.

If the undersigned is not the registered Holder of record (the “Record Holder”) of the Notes listed in the box entitled “Description of Notes” under the column entitled “Principal Amount Tendered” or such Record Holder’s legal representative or attorney-in-fact (or, in the case of Notes held through DTC, the DTC participant for whose account such Notes are held), then the undersigned has obtained a properly completed irrevocable proxy that authorizes the undersigned (or the undersigned’s legal representative or attorney-in-fact) to tender such Notes on behalf of the Record Holder thereof, and such proxy is being delivered with this Letter of Transmittal.

The undersigned acknowledges and agrees that a tender of Notes pursuant to any of the procedures described in the Offer to Purchase and in the instructions hereto and an acceptance of such Notes by the Company will constitute a binding agreement between the undersigned and the Company upon the terms and subject to the conditions of the Offer to Purchase, this Letter of Transmittal and the Notice of Guaranteed Delivery.

Notwithstanding any other provision of the Offer, the undersigned understands that the Company’s obligation to accept for purchase, and to pay for, the Notes validly tendered and not validly withdrawn pursuant to the Offer is

subject to, and conditioned upon, the satisfaction of or its waiver of the General Conditions (as defined in the Offer to Purchase).

The undersigned understands that, under certain circumstances and subject to the certain conditions specified in the Offer Materials (each of which the Company may waive), the Company may not be required to accept for payment any of the Notes tendered. Any Notes not accepted for payment will be returned promptly to the undersigned at the address set forth above unless otherwise listed in the box below marked “A. Special Issuance/Delivery Instructions” or, if tendered by book-entry transfer, returned by credit to the account at DTC designated herein.

The undersigned hereby represents and warrants and covenants that:

- the undersigned has full power and authority to tender, sell, assign and transfer the Notes tendered thereby and that when such Notes are accepted for purchase and payment by the Company, the Company will acquire good title thereto, free and clear of all liens, restrictions, charges and encumbrances and not subject to any adverse claim or right;
- the undersigned is not located or resident in the United Kingdom or, if it is located or resident in the United Kingdom, the undersigned is a person falling within the definition of investment professionals (as defined in Article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 (the “Financial Promotion Order”) or within Article 43(2) of the Financial Promotion Order, or to whom this Offer to Purchase and any other documents or materials relating to the Offer may otherwise lawfully be communicated in accordance with the Financial Promotion Order;
- the undersigned is not resident in the Republic of Italy and/or located in the Republic of Italy or, if the undersigned is resident in the Republic of Italy and/or located in the Republic of Italy, the undersigned is tendering Notes through an authorized persons (such as investment firms, banks or financial intermediaries permitted to conduct such activities in Italy in accordance with the Financial Services Act, CONSOB Regulation No. 16190 of October 29, 2007, as amended from time to time, and Legislative Decree No. 385 of September 1, 1993, as amended) in compliance with applicable laws and regulations or with requirements imposed by CONSOB or any other Italian authority;
- the undersigned is outside the Republic of France or, if it is located in the Republic of France, the undersigned is a qualified investor (as defined in and in accordance with Articles L. 341-2, L.411-2, D.341-1 and D.411-1 of the French *Code monétaire et financier*);
- the undersigned is outside the Kingdom of Belgium or, if it is located in the Kingdom of Belgium, the undersigned is a qualified investor referred to in Article 6, paragraph 3 of the Law of 1 April 2007 on public acquisition offers, acting on its own account;
- the undersigned agrees to ratify and confirm each and every act or thing that may be done or effected by the Company, any of its directors or any person nominated by the Company in the proper exercise of his or her powers and/or authority hereunder;
- save as set out under “Certain Tax Considerations”, no information has been provided to the undersigned by the Company, CRH, the Dealer Managers or the Information and Tender Agent, or any of their respective directors or employees, with regard to the tax consequences for Holders arising from the purchase of Notes by the Company pursuant to the Offer and the receipt by the Holder of the Total Consideration plus accrued and unpaid interest. The undersigned acknowledges that it is solely liable for any taxes and similar or related payments imposed on it under the laws of any applicable jurisdiction as a result of its participation in the Offer and agrees that it will not and does not have any right of recourse (whether by way of reimbursement, indemnity or otherwise) against the Company, CRH, the Dealer Managers or the Information and Tender Agent, or any of their respective directors or employees, or any other person in respect of such taxes and payments;
- the undersigned has had access to such financial and other information concerning the Notes, and has consulted with its own legal, regulatory, tax, business, investment, financial and accounting

advisers, as it deems necessary or appropriate in order to make an informed decision with respect to its tendering of Notes for purchase in the Offer; the undersigned is not relying on any communication (written or oral) made by any party involved in the Offer or any such party's affiliates as constituting a recommendation whether or not to tender Notes in the Offer; and it is able to bear the economic risks of participating in the Offer;

- the undersigned is not a Sanctions Restricted Person (as defined herein) or a person to whom it is unlawful to make an invitation pursuant to the Offer under applicable securities laws, the undersigned has not distributed or forwarded this Offer to Purchase, the Letter of Transmittal or any other documents or materials relating to the Offer to any such person(s) and the undersigned has (before submitting, or arranging for the submission on its behalf, as the case may be, the tender instruction in respect of the Notes it is tendering for purchase) complied with all laws and regulations applicable to it for the purposes of its participation in the Offer, For the purposes of this paragraph (viii), a "Sanctions Restricted Person" shall mean an individual or entity ("Person") that is, or is owned or controlled by a Person that is, currently the subject of any sanctions administered or enforced by the United States Government, including, without limitation, the US Department of Treasury's Office of Foreign Assets Control, the United Nations Security Council, the European Union, Her Majesty's Treasury, or other relevant sanctions authority (collectively, "Sanctions"), or located, organized or resident in a country or territory that is the subject of Sanctions; and
- the undersigned understands and agrees that the Company, the Dealer Managers and the Information and Tender Agent will rely upon the truth and accuracy of the foregoing acknowledgments, agreements, representations warranties and undertakings. The undersigned will also be deemed to have agreed to, upon request, execute and deliver any additional documents deemed by the Information and Tender Agent or by the Company to be necessary or desirable to complete the sale, assignment and transfer of the Notes tendered thereby.

No authority conferred or agreed to be conferred by this Letter of Transmittal shall be affected by, and all such authority shall survive, the death or incapacity of the undersigned, and any obligation of the undersigned hereunder shall be binding upon the heirs, executors, administrators, trustees in bankruptcy, personal and legal representatives, successors and assigns of the undersigned and any subsequent transferees of the Notes.

In consideration for the purchase of the Notes pursuant to the Offer, the undersigned hereby waives, releases, forever discharges and agrees not to sue CRH America, CRH or their respective former, current or future directors, officers, employees, agents, subsidiaries, affiliates, stockholders, predecessors, successors, assigns or other representatives as to any and all claims, demands, causes of action and liabilities of any kind and under any theory whatsoever, whether known or unknown (excluding any liability arising under United States federal securities laws in connection with such Offer), by reason of any act, omission, transaction or occurrence, that the undersigned ever had, now has or hereafter may have against CRH America or CRH as a result of or in any manner related to:

- the undersigned's purchase, ownership or disposition of the Notes pursuant to the Offer; and
- any decline in the value thereof up to and including the Notes Settlement Date (and thereafter, to the extent the undersigned retains Notes).

Without limiting the generality or effect of the foregoing, upon the purchase of Notes pursuant to the Offer, the Company shall obtain all rights relating to the undersigned's ownership of Notes (including, without limitation, the right to all interest payable on the Notes) any and all claims relating thereto.

The delivery and surrender of the Notes is not effective, and the risk of loss of the Notes does not pass to the Information and Tender Agent, until receipt by the Information and Tender Agent of a properly transmitted Letter of Transmittal or Agent's Message together with all accompanying evidences of authority and any other required documents in form satisfactory to the Company. All questions as to the form of all documents and the validity (including time of receipt) and acceptance of tenders and withdrawals of Notes will be determined by the Company, in its sole discretion, which determination shall be final and binding.

Unless otherwise indicated in the box marked "A. Special Issuance/Delivery Instructions", the undersigned hereby requests that any Notes representing principal amounts not tendered or not accepted for purchase be issued in the name(s) of, and be delivered to, the undersigned (and, in the case of Notes tendered by book-entry transfer, by

credit to the account of DTC). Unless otherwise indicated herein under “B. Special Payment Instructions”, the undersigned hereby request(s) that any checks for payment to be made in respect of the Notes tendered hereby be issued to the order of, and delivered to, the undersigned.

In the event that the box marked “A. Special Issuance/Delivery Instructions” is completed, the undersigned hereby request(s) that any Notes representing principal amounts not tendered or not accepted for purchase be issued in the name(s) of, and be delivered to, the person(s) at the address(es) therein indicated (the “Special Issuance/Delivery Instructions”). In the event that the box marked “B. Special Payment Instructions” is completed, the undersigned hereby request(s) that checks for payment to be made in respect of the Notes tendered hereby be issued to the order of, and be delivered to, the person(s) at the address(es) therein indicated, subject to provision for payment of any applicable transfer taxes being made (the “Special Payment Instructions”). The undersigned recognizes that the Company does not have any obligation pursuant to the Special Issuance/Delivery Instructions or Special Payment Instructions (i) to transfer any Notes from the name of the Holder thereof if the Company does not accept for purchase any of the Notes so tendered or (ii) to make payments or deliver Notes pursuant thereto unless any and all transfer taxes payable by virtue of such instructions have been paid by the undersigned.

**A. SPECIAL ISSUANCE/DELIVERY
INSTRUCTIONS**

(See Instructions 1 and 2)

To be completed **ONLY** if Notes in a principal amount not tendered or not accepted for purchase are to be issued in the name of someone other than the person(s) whose signature(s) appear within this Letter of Transmittal or sent to an address different from that shown in the box entitled "Description of Notes" within this Letter of Transmittal.

Name: _____
(Please Print)

Address: _____

(Zip Code)

(Tax Identification or Social Security Number)

Check here to direct a credit of Notes not tendered or not accepted for purchase delivered by book-entry transfer to an account at DTC.

DTC Account No.

Number of Account Party: _____

**B. SPECIAL PAYMENT
INSTRUCTIONS**

(See Instructions 1 and 2)

To be completed **ONLY** if checks are issued payable to someone other than the person(s) whose signature(s) appear(s) within this Letter of Transmittal or sent to an address different from that shown in the box entitled "Description of Notes" within this Letter of Transmittal.

Name: _____
(Please Print)

Address: _____

(Zip Code)

(Tax Identification or Social Security Number)
(See Attached Form W-9)

PLEASE COMPLETE AND SIGN BELOW

(This page is to be completed and signed by all tendering Holders except Holders executing the tender through DTC's ATOP system.)

By completing, executing and delivering this Letter of Transmittal, the undersigned hereby tenders the principal amount of the Notes listed in the box above labeled "Description of Notes" under the column heading "Principal Amount Tendered" (or, if nothing is indicated therein, with respect to the entire aggregate principal amount represented by the Notes described in such box).

Signature(s): _____

(Must be signed by the Record Holder(s) exactly as the name(s) appear(s) on certificate(s) representing the tendered Notes or, if the Notes are tendered by a participant in DTC, exactly as such participant's name appears on a security position listing as the owner of such Notes. If signature is by trustees, executors, administrators, guardians, attorneys-in-fact, officers of corporations or others acting in a fiduciary or representative capacity, please set forth the full title and see Instruction 1.)

Dated: _____

Name(s): _____
(Please Print)

Capacity (Full Title): _____

Address: _____

(Including Zip Code)

Area Code and Telephone Number: _____

Tax Identification or Social Security Number: _____

**(REMEMBER TO COMPLETE EITHER THE ATTACHED FORM W-9
OR THE APPLICABLE FORM W-8)**

**MEDALLION SIGNATURE GUARANTEE
(ONLY IF REQUIRED—SEE INSTRUCTIONS 1 AND 2)**

Authorized Signature of Guarantor: _____

Name of Firm: _____

Address: _____

Area Code and Telephone Number: _____

[Place Seal Here]

INSTRUCTIONS

Forming Part of the Terms and Conditions of the Offer

1. *Signatures on Letter of Transmittal, Instruments of Transfer and Endorsements.* If this Letter of Transmittal is signed by the Record Holder(s) of the Notes tendered hereby, the signatures must correspond with the name(s) as written on the face of the certificates, without alteration, enlargement or any change whatsoever. If this Letter of Transmittal is signed by a participant in DTC whose name is shown on a security position listing as the owner of the Notes tendered hereby, the signature must correspond with the name shown on the security position listing as the owner of such Notes.

If any of the Notes tendered hereby are registered in the name of two or more Holders, all such Holders must sign this Letter of Transmittal. If any of the Notes tendered hereby are registered in different names on several certificates, it will be necessary to complete, sign and submit as many separate Letters of Transmittal as there are different registrations of certificates.

If this Letter of Transmittal or any Notes or instrument of transfer is signed by a trustee, executor, administrator, guardian, attorney-in-fact, agent, officer of a corporation or other person acting in a fiduciary or representative capacity, such person should so indicate when signing, and proper evidence satisfactory to the Company of such person's authority to so act must be submitted.

When this Letter of Transmittal is signed by the Record Holder(s) of the Notes tendered hereby, no endorsements of Notes or separate instruments of transfer are required unless payment is to be made, or Notes not tendered or purchased are to be issued, to a person other than the Record Holder(s), in which case signatures on such Notes or instruments of transfer must be guaranteed by a Medallion Signature Guarantor.

Unless this Letter of Transmittal is signed by the Record Holder(s) of the Notes tendered hereby (or by a participant in DTC whose name appears on a security position listing as the owner of such Notes), such Notes must be endorsed or accompanied by appropriate instruments of transfer, and be accompanied by a duly completed proxy entitling the signer to tender such Notes on behalf of such Record Holder(s) (or such participant), and each such endorsement, instrument of transfer or proxy must be signed exactly as the name or names of the Record Holder(s) appear on the Notes (or as the name of such participant appears on a security position listing as the owner of such Notes); signatures on each such endorsement, instrument of transfer or proxy must be guaranteed by a Medallion Signature Guarantor, unless the signature is that of an Eligible Institution.

2. *Signature Guarantees.* Signatures on this Letter of Transmittal must be guaranteed by a Medallion Signature Guarantor, unless the Notes tendered hereby are tendered (1) by a Record Holder (or by a DTC participant whose name appears on a security position listing as the owner of such Notes) that has not completed the box marked "A. Special Issuance/Delivery Instructions" or the box marked "B. Special Payment Instructions" in this Letter of Transmittal or (2) for the account of an Eligible Institution. If the Notes are registered in the name of a person other than the signer of this Letter of Transmittal or if Notes not accepted for payment or not tendered are to be returned to a person other than the registered Holder, then the signatures on the Letter of Transmittal accompanying the tendered Notes must be guaranteed by a Medallion Signature Guarantor. See Instruction 1.

3. *Requirements of Tender.* This Letter of Transmittal may be completed by Holders of Notes if certificates representing such Notes are to be forwarded herewith, or if delivery of such certificates is to be made by book-entry transfer to the account maintained by DTC, pursuant to the procedures set forth in the Offer to Purchase under "Procedures for Tendering." For a Holder to validly tender Notes pursuant to an Offer, a properly completed and duly executed Letter of Transmittal (or a manually signed facsimile thereof), or a properly transmitted Agent's Message, together with any signature guarantees and any other documents required by these instructions, must be received by the Information and Tender Agent at its address set forth herein at or before the Expiration Time and either (a) certificates representing such Notes must be received by the Information and Tender Agent at its address or (b) such Notes must be transferred pursuant to the procedures for book-entry transfer described in the Offer to Purchase under "Procedures for Tendering" and a Book-Entry Confirmation must be received by the Information and Tender Agent, in each case, at or before the Expiration Time.

The method of delivery of this Letter of Transmittal, the Notes and all other required documents, including delivery through DTC and acceptance of an Agent's Message transmitted through ATOP, is at the sole option and risk of the tendering Holder and the delivery will be deemed made only when actually

received by the Information and Tender Agent. If delivery is by mail, registered mail with return receipt requested, properly insured, is recommended. In all cases, sufficient time should be allowed for such documents to reach the Information and Tender Agent.

No alternative, conditional or contingent tenders shall be accepted. All tendering Holders, by execution of this Letter of Transmittal (or a manually signed facsimile thereof), waive any right to receive any notice of the acceptance of their Notes for payment.

4. *Requests for Assistance or Additional Copies.* Any questions or requests for assistance or additional copies of the Offer to Purchase or this Letter of Transmittal may be directed to the Information and Tender Agent at its telephone number set forth on the back cover of the Offer to Purchase. A Holder may also contact the Dealer Managers at the telephone number set forth on the back cover of the Offer to Purchase or such Holder's broker, dealer, commercial bank, trust company or other nominee for assistance concerning the Offer.

5. *Partial Tenders.* Tenders of Notes will be accepted only in principal amounts of US\$2,000 and integral multiples of US\$1,000 in excess thereof. If less than the entire principal amount of any Note is tendered, the tendering Holder should fill in the principal amount tendered in the fourth column of the box entitled "Description of Notes" above. The entire principal amount of Notes delivered to the Information and Tender Agent will be deemed to have been tendered unless otherwise indicated. In the case of a partial tender of Notes, new Notes for the principal amount of Notes not tendered and purchased pursuant to the Offer will be sent to the Holder at his or her registered address (or, if tendered by book-entry transfer, returned by credit to the account at DTC designated herein), unless a different address is provided in the box marked "A. Special Issuance/Delivery Instructions" in this Letter of Transmittal, promptly after the delivered Notes are accepted for purchase.

6. *Special Payment and Special Delivery Instructions.* Tendering Holders should indicate in the applicable box or boxes the name and address to which Notes for principal amounts not tendered or not accepted for purchase or checks for payment of the Total Consideration and unpaid accrued interest are to be sent or issued, if different from the name and address of the Holder signing this Letter of Transmittal. In the case of payment to a different name, the payee must provide a Form W-9 or an applicable Form W-8, as described in Instruction 11. If no instructions are given, Notes not tendered or not accepted for purchase will be returned, and checks for payment of the Total Consideration and unpaid accrued interest will be sent, to the Holder of the Notes tendered. For Holders of Notes tendering by book-entry transfer, Notes not tendered or not accepted for purchase will be returned by crediting the account at DTC designated herein.

7. *Transfer Taxes.* Except as set forth below, the Company will pay or cause to be paid any transfer taxes with respect to the transfer and sale of the Notes to the Company, or to the Company's order, pursuant to the Offer. If payment is to be made to, or if the Notes not tendered or purchased are to be registered in the name of, any persons other than the Record Holders, or if the tendered Notes are registered in the name of any persons other than the persons signing the Letter of Transmittal, the amount of any transfer taxes (whether imposed on the Record Holder or such other person) payable on account of the transfer to such other person will be deducted from the payment unless satisfactory evidence of the payment of such taxes or exemption therefrom is submitted.

8. *Withdrawals of Tenders.* Notes tendered before the Expiration Time may be validly withdrawn at any time at or before the Expiration Time, unless otherwise required by law. If the Offer is extended, Notes subject to such offer may be validly withdrawn at any time before the 10th Business Day after commencement of the Offer. Notes subject to an Offer may also be validly withdrawn in the event the Offer has not been consummated within 60 business days after commencement.

For a withdrawal of a tender of Notes to be effective, a written or facsimile transmission notice of withdrawal must be received by the Information and Tender Agent at or before the Expiration Time, by mail, fax or hand delivery or by a valid electronic withdrawal instruction to the relevant Clearing System. Any such notice of withdrawal must:

- specify the name of the Holder who tendered the Notes to be withdrawn and, if different, the name of the record holder of such Notes (or, in the case of Notes tendered by book-entry transfer, the name of the DTC participant for whose account such Notes were tendered and such participant's account number at DTC to be credited with the withdrawn Notes) and any other information required by the relevant Clearing System;

- contain a description of the Notes to be withdrawn and the aggregate principal amount represented by such Notes; and
- be signed by the Holder of such Notes in the same manner as the original signature on any Letter of Transmittal, including any required signature guarantees (or, in the case of Notes tendered by a DTC participant through ATOP, be signed by such participant in the same manner as the participant's name is listed on the applicable Agent's Message), or be accompanied by (1) documents of transfer sufficient to have the Information and Tender Agent register the transfer of the Notes into the name of the person withdrawing such Notes and (2) a properly completed irrevocable proxy that authorizes such person to effect such revocation on behalf of such Holder.

The signature on the notice of withdrawal must be guaranteed by a Medallion Signature Guarantor unless such Notes have been tendered for the account of an Eligible Institution. If certificates for the Notes to be withdrawn have been delivered or otherwise identified to the Information and Tender Agent, a signed notice of withdrawal will be effective immediately upon receipt by the Information and Tender Agent of written or facsimile transmission notice of withdrawal even if physical release is not yet effected.

Withdrawal of Notes can only be accomplished in accordance with the foregoing procedures. Beneficial owners of Notes that are held through an intermediary are advised to check with such intermediary when it would require to receive instructions to withdraw a tender of Notes in the Offer in order to meet the above deadline.

Any permitted withdrawal of Notes may not be rescinded. Any Notes properly withdrawn will thereafter be deemed not validly tendered for purposes of the Offer; provided, however, that withdrawn Notes may be re-tendered again following one of the appropriate procedures described herein at any time at or before the Expiration Time.

9. *Irregularities.* All questions as to the validity, form, eligibility (including time of receipt) and acceptance for payment of any tendered Notes pursuant to any of the procedures described above and the form and validity (including time of receipt of notices of withdrawal) of all related documents will be determined by the Company, in the Company's sole discretion, which determination shall be final and binding. The Company reserves the absolute right to reject any or all tenders of any Notes determined by it not to be in proper form or if the acceptance of or payment for such Notes may, in its opinion, be unlawful. The Company also reserves the absolute right, in its sole discretion, to waive any defect or irregularity in any tender with respect to Notes of any particular Holder, whether or not similar defects or irregularities are waived in the case of other Holders. The Company's interpretation of the terms and conditions of the Offer (including this Letter of Transmittal and the instructions hereto) will be final and binding. None of CRH America, the Dealer Managers, the Information and Tender Agent or any other person will be under any duty to give notification of any defects or irregularities in tenders or will incur any liability for failure to give any such notification.

10. *Waiver of Conditions.* CRH America reserves the right, in its sole discretion, to amend or waive any of the conditions to the Offer.

11. *Backup Withholding.* U.S. federal income tax law imposes "backup withholding" unless a surrendering U.S. Holder, and, if applicable, each other U.S. payee, has provided such Holder's or payee's correct taxpayer identification number ("TIN") which, in the case of a Holder or payee who is an individual, is his or her Social Security Number, and certain other information, or otherwise establishes a basis for exemption from backup withholding. Completion of the attached Form W-9 should be used for this purpose. If the Information and Tender Agent is not provided with the correct TIN, the Holder or payee may be subject to a penalty imposed by the Internal Revenue Service. Exempt Holders and payees (including, among others, all corporations and certain foreign individuals) are not subject to these backup withholding and information reporting requirements, provided that they properly demonstrate their eligibility for exemption. Exempt U.S. Holders should complete the attached Form W-9 for this purpose. For a Non-U.S. Holder to qualify as an exempt recipient, that Non-U.S. Holder should submit the appropriate Form W-8 (which is available from the Information and Tender Agent), properly completed and signed under penalties of perjury, attesting to that Non-U.S. Holder's foreign status.

Failure to complete the Form W-9 or an appropriate Form W-8, as the case may be, may require the Information and Tender Agent to deduct backup withholding from payments made pursuant to the Offer. Backup withholding is not an additional federal income tax. Rather, the federal income tax liability of a person subject to backup withholding will be reduced by the amount of tax withheld. If withholding results in an overpayment of taxes, a refund may be obtained, provided that the required information is furnished to the Internal Revenue Service on a timely basis.

FOR ADDITIONAL INFORMATION, REVIEW THE INSTRUCTIONS TO FORM W-9, OR CONTACT YOUR TAX ADVISOR OR THE INTERNAL REVENUE SERVICE.

In order to tender, a Holder should send or deliver a properly completed and signed Letter of Transmittal, certificates for Notes and any other required documents to the Information and Tender Agent at the address set forth below or tender pursuant to DTC's Automated Tender Offer Program.

Any questions or requests for assistance may be directed to the Dealer Managers at the addresses and telephone numbers set forth below. Additional copies of the Offer to Purchase, this Letter of Transmittal or the Notice of Guaranteed Delivery may be obtained from the Information and Tender Agent at the address or telephone numbers set forth below. A Holder may also contact such Holder's broker, dealer, custodian bank, depository, trust company or other nominee for assistance concerning the Offer.

The Information and Tender Agent for the Offer is:

D.F. KING & CO., INC.
48 Wall Street, 22nd floor
New York, NY 10005

Bank and Brokers call collect: (212) 269-5550
All others call toll free: (866) 796-6869
Email: crh@dfking.com

By Facsimile Transmission: (212) 709-3328, Attn: Andrew Beck
Confirm Facsimile Transmission by Telephone: (212) 269-5552

Any questions or requests for additional copies of the Offer to Purchase, Letter of Transmittal, Notice of Guaranteed Delivery or other offer documents should be directed to the Information and Tender Agent at its facsimile number above. A Holder may also contact the Dealer Managers for assistance concerning the Offer.

The Dealer Managers for the Offer are:

Citigroup

Citigroup Global Markets
Limited
Citigroup Centre
Canada Square
Canary Wharf
London E14 5LB
United Kingdom
Tel.: +44 20 7986 8969 (Europe)
Tel: +1 (800) 558-3745 (US toll-free)
Tel: +1 (212) 723-6106 (US collect)
Attention: Liability Management
Group

HSBC

HSBC Securities (USA) Inc.
452 Fifth Avenue
New York, New York 10018
United States
Attn: Liability Management
Group
Toll Free: (888) HSBC-4LM
Collect: (212) 525-5552
Europe: +44 (0) 20 7992
6237

NatWest Markets

600 Washington Boulevard
Stamford, Connecticut 06901
United States
Attn: Liability Management
Email:
USliabilitymanagement@rbs.com
Collect: +1 (203) 897-2963

Wells Fargo Securities, LLC

550 South Tryon Street,
5th Floor
Charlotte, North Carolina 28202
United States
Collect: 704-410-4760
Toll Free: 866-309-6316