UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 20-F

(Mark One)

☐ **REGISTRATION STATEMENT PURSUANT TO SECTION 12(b) OR (g) OF THE SECURITIES EXCHANGE ACT OF 1934**

OR

☒ **ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the fiscal year ended December 31, 2020

OR

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from _____ to _____

OR

☐ **SHELL COMPANY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

Date of event requiring this shell company report

Commission file number 1-14946

CEMEX, S.A.B. de C.V.
(Exact name of Registrant as specified in its charter)

CEMEX PUBLICLY TRADED STOCK CORPORATION WITH VARIABLE CAPITAL
(Translation of Registrant's name into English)

United Mexican States
(Jurisdiction of incorporation or organization)

Avenida Ricardo Margáin Zozaya #325, Colonia Valle del Campestre, San Pedro Garza García, Nuevo León, 66265, México
(Address of principal executive offices)

Roger Saldaña Madero,
+52 81 8888-8888, +52 81 8888-4399,
Avenida Ricardo Margáin Zozaya #325, Colonia Valle del Campestre, San Pedro Garza García, Nuevo León, 66265, México
(Name, Telephone, E-mail and/or Facsimile number and Address of Company Contact Person)

Securities registered or to be registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Ordinary Participation Certificates (*Certificados de Participación Ordinarios*), or CPOs, each CPO representing two Series A shares and one Series B share, traded in the form of American Depositary Shares, or ADSs, each ADS representing ten CPOs.	**CX**	**New York Stock Exchange**

Securities registered or to be registered pursuant to Section 12(g) of the Act:
None
(Title of Class)

Securities for which there is a reporting obligation pursuant to Section 15(d) of the Act:
None
(Title of Class)

Indicate the number of outstanding shares of each of the issuer's classes of capital or common stock as of the close of the period covered by the annual report.

14,711,512,721 CPOs
29,457,941,452 Series A shares (including Series A shares underlying CPOs)
14,728,970,726 Series B shares (including Series B shares underlying CPOs)

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes ☒ No ☐

If this report is an annual or transition report, indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934. Yes ☐ No ☒

Note—Checking the box above will not relieve any registrant required to file reports pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 from their obligations under those Sections.

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer ☒ Accelerated filer ☐ Non-accelerated filer ☐ Emerging growth company ☐

If an emerging growth company that prepares its financial statements in accordance with U.S. GAAP, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards† provided pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report. ☒

† The term "new or revised financial accounting standard" refers to any update issued by the Financial Accounting Standards Board to its Accounting Standards Codification after April 5, 2012.

Indicate by check mark which basis of accounting the registrant has used to prepare the financial statements included in this filing:

U.S. GAAP ☐	International Financial Reporting Standards as issued by the International Accounting Standards Board ☒	Other

If "Other" has been checked in response to the previous question, indicate by check mark which financial statement item the registrant has elected to follow. Item 17 ☐ Item 18 ☐

If this is an annual report, indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

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PART I

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INTRODUCTION

CEMEX, S.A.B. de C.V. is incorporated as a publicly traded variable stock corporation (*sociedad anónima bursátil de capital variable*) organized under the laws of the United Mexican States ("Mexico"). Except as the context otherwise may require, references in this annual report to "CEMEX," "we," "us" or "our" refer to CEMEX, S.A.B. de C.V. and its consolidated entities. See note 1 to our 2020 audited consolidated financial statements included elsewhere in this annual report.

PRESENTATION OF FINANCIAL INFORMATION

Our audited consolidated financial statements included elsewhere in this annual report have been prepared in accordance with International Financial Reporting Standards ("IFRS"), as issued by the International Accounting Standards Board ("IASB").

The regulations of the United States Securities and Exchange Commission (the "SEC") do not require foreign private issuers that prepare their financial statements based on IFRS (as issued by the IASB) to reconcile such financial statements to United States Generally Accepted Accounting Principles ("U.S. GAAP").

References in this annual report to "$" and "Dollars" are to United States Dollars, references to "€" are to Euros, references to "£," "Pounds Sterling" and "Pounds" are to British Pounds, and, unless otherwise indicated, references to "Ps" and "Pesos" are to Mexican Pesos. References to "billion" mean one thousand million. References in this annual report to "CPOs" are to CEMEX, S.A.B. de C.V.'s Ordinary Participation Certificates *(Certificados de Participación Ordinarios*) and each CPO represents two Series A shares and one Series B share of CEMEX, S.A.B. de C.V. References to "ADSs" are to American Depositary Shares of CEMEX, S.A.B. de C.V. and each ADS represents ten CPOs of CEMEX, S.A.B. de C.V.

References in this annual report to total debt plus other financial obligations (which include debt under the facilities agreement, dated as of July 19, 2017, as amended and/or restated from time to time, including as amended on April 2, 2019, November 4, 2019, May 22, 2020 and October 13, 2020 (the "2017 Facilities Agreement")) do not include debt and other financial obligations of ours held by us. See notes 3.6 and 17.2 to our 2020 audited consolidated financial statements included elsewhere in this annual report for a detailed description of our other financial obligations. Total debt plus other financial obligations differs from the calculation of debt under the 2017 Facilities Agreement. See "Item 5— Operating and Financial Review and Prospects—Liquidity and Capital Resources—Our Indebtedness" for more information.

We also refer in various places within this annual report to non-IFRS measures, including "Operating EBITDA." "Operating EBITDA" equals operating earnings before other expenses, net, plus amortization and depreciation expenses, as more fully explained in "Item 3—Key Information—Selected Consolidated Financial Information." The presentation of these non-IFRS measures is not meant to be considered in isolation or as a substitute for our 2020 audited consolidated financial results prepared in accordance with IFRS as issued by the IASB.

We have approximated certain numbers in this annual report to their closest round numbers or a given number of decimal places. Due to rounding, figures shown as totals in tables may not be arithmetic aggregations of the figures preceding them.

CERTAIN TECHNICAL TERMS

When used in this annual report, the terms set forth below mean the following:

- **Aggregates** are inert granular materials, such as stone, sand and gravel, which are obtained from land-based sources (mainly mined from quarries) or by dredging marine deposits. They give ready-mix concrete its necessary volume and add to its overall strength. Under normal circumstances, one cubic meter of fresh concrete contains two tons of gravel and sand.
- **Cement** is a binding agent which, when mixed with aggregates and water, produces either ready-mix concrete or mortar.
- **Clinker** is an intermediate cement product made by sintering limestone, clay, and iron oxide in a kiln at around 1,450 degrees Celsius. One ton of clinker is used to make approximately 1.1 tons of gray portland cement.
- **Fly ash** is a combustion residue from coal-fired power plants that can be used as a non-clinker cementitious material.
- **Gray portland cement**, used for construction purposes, is a hydraulic binding agent with a composition by weight of at least approximately 95% clinker and up to 5% of a minor component (usually calcium sulfate) which, when mixed with sand, stone or other aggregates and water, produces either concrete or mortar.
- **Petroleum coke (pet coke)** is a by-product of the oil refining coking process.
- **Ready-mix concrete** is a mixture of cement, aggregates, admixtures and water.
- **Slag** is the by-product of smelting ore to purify metals.
- **Tons** means metric tons. One metric ton equals 1.102 short tons.
- **White cement** is a specialty cement used primarily for decorative purposes.

PART I

Item 1—Identity of Directors, Senior Management and Advisors

Not applicable.

Item 2—Offer Statistics and Expected Timetable

Not applicable.

Item 3—Key Information

Our Operation Resilience

During 2020, under our medium-term strategy for the next three years, we developed "Operation Resilience," a decisive action plan designed to maximize shareholder value and reposition us for higher Operating EBITDA growth on a risk-adjusted basis. "Operation Resilience" is not only about deleveraging but also about building a lower risk and faster growing business. "Operation Resilience" is aimed at (i) growing the profitability of our business to achieve a consolidated Operating EBITDA margin equal to or greater than 20% by 2023, considering our current portfolio, through cost reduction measures and other commercial and operational initiatives; (ii) optimizing our portfolio for Operating EBITDA growth through the execution of strategic divestments and reinvestments, thereby constructing a portfolio more weighted towards the United States and Europe, after which we expect we will be a heavy building materials company with a large part of its footprint represented by the United States, Europe and Mexico, focusing on vertically integrated positions near growing metropolises and developing "Urbanization Solutions" as one of our four core businesses; (iii) de-risking our capital structure, reducing our cost of funding and ultimately achieving investment grade capital structure by targeting additional net debt paydowns and setting a new net leverage target equal to or below 3.0x for December 2023, among other initiatives, including extending our debt maturity profile, minimizing our cost of funding and raising funds in local currency to better align our Operating EBITDA and debt; and (iv) leveraging sustainability and digital platforms as a competitive advantage by moving forward on achieving our 2030 target to reduce our cement CO2 emissions by 35% compared to our 1990 baseline and our ambition to deliver net-zero CO2 concrete by 2050. As part of this strategy, we identified $280 million of cost reductions for full year 2020, compared with our $230 million program previously announced in July 2020, which includes initiatives from our prior "A Stronger CEMEX" plan and COVID-19-related cost containment initiatives. Our asset sales, announced or closed in 2020, reached $0.7 billion; we achieved $280 million in cost-saving initiatives; we achieved a total debt plus other financial obligations reduction of $605 million; and we repurchased 378.2 million CPOs. See "Item 3—Key Information—COVID-19 Outbreak" for more information on how COVID-19 has impacted our "Operation Resilience" strategy, and also see notes 2, 7, 15.1 and 16.2 to our 2020 audited consolidated financial statements included elsewhere in this annual report.

Prior to "Operation Resilience," in 2018, we embarked on an action plan to build "A Stronger CEMEX." This transformational plan was designed to fortify CEMEX's position as a leading global heavy building materials company, accelerate our path to investment grade, enhance our total shareholder return and generate long-term value for our stakeholders. Specifically, we believed that through this action plan, we could rebalance and streamline our existing portfolio in order to better position ourselves to deliver higher growth and greater stakeholder value over the mid-to-long-term by divesting between $1.5 billion and $2 billion in assets by the end of 2020; achieve recurring operational improvements of $230 million by 2020; accelerate our path to investment grade by further deleveraging CEMEX by reducing our debt by $3.5 billion between the launch of the "A Stronger CEMEX" plan on July 1, 2018 and the end of 2020; and, subject to our business performance and required approvals at CEMEX, S.A.B. de C.V.'s general ordinary shareholders' meeting for each applicable year, seek to return value to CEMEX, S.A.B. de C.V.'s shareholders through dividends and stock repurchase programs.

As of December 31, 2020, we had $11,185 million (principal amount $11,248 million, excluding deferred issuance costs) of total debt plus other financial obligations in our statement of financial position, which does not include $449 million of Perpetual Debentures. Of our total debt plus other financial obligations, 9% was current (including current maturities of non-current debt) and 91% was non-current. As of December 31, 2020, 64% of our total debt plus other financial obligations was Dollar-denominated, 22% was Euro-denominated, 5% was Pound Sterling-denominated, 5% was Mexican Peso-denominated, 2% was Philippine Peso-denominated and 2% was denominated in other currencies. See notes 17.1, 17.2 and 21.4 to our 2020 audited consolidated financial statements included elsewhere in this annual report.

Since the beginning of 2021, we have engaged in the following capital markets transactions and debt related activities, which are not reflected in our 2020 audited consolidated financial statements included elsewhere in this annual report:

- on January 12, 2021, the issuance by CEMEX, S.A.B. de C.V. of $1.75 billion aggregate principal amount of 3.875% Senior Secured Notes due July 2031 (the "July 2031 Dollar Notes");
- on February 16, 2021, the full redemption by CEMEX, S.A.B. de C.V. of the $1.0 billion aggregate principal amount of its 7.750% Senior Secured Notes due 2026 (the "April 2026 Dollar Notes");
- on February 16, 2021, the partial redemption by CEMEX, S.A.B. de C.V. of $750 million of the $1.07 billion aggregate principal amount of its 5.700% Senior Secured Notes due 2025 (the "January 2025 Dollar Notes"); and
- on April 21, 2021, the full redemption by CEMEX, S.A.B. de C.V. of the remaining $321 million aggregate principal amount of the January 2025 Dollar Notes.

For a more detailed description of these transactions, see "Item 5—Operating and Financial Review and Prospects—Recent Developments—Recent Developments Relating to our Indebtedness—Issuance of July 2031 Dollar Notes," "Item 5—Operating and Financial Review and Prospects—Recent Developments—Recent Developments Relating to our Indebtedness—Full Redemption of April 2026 Dollar Notes" and "Item 5—Operating and Financial Review and Prospects—Recent Developments—Recent Developments Relating to our Indebtedness—Full Redemption of January 2025 Dollar Notes." We refer to these capital markets transactions and debt related activities, collectively, as the "Recent Financing Transactions."

Other than as specifically discussed in "Item 5—Operating and Financial Review and Prospects—Recent Developments—Recent Developments Relating to our Indebtedness" as described above, the presentation of debt and other financial obligations in this annual report do not give effect to the Recent Financing Transactions.

Since 2008, we have shown a substantial financial evolution. As of December 31, 2008, we had $18,784 million of total debt, not including $3,020 million of Perpetual Debentures (as defined below). Most of our outstanding debt as of December 31, 2008 had been incurred to finance our acquisitions, including the acquisition of Rinker Group Limited ("Rinker") in 2007, and our capital expenditure programs. The acquisition of Rinker substantially increased our exposure in the United States, which experienced a sharp downturn in the housing and construction sectors caused by the 2007-2008 financial crisis. This downturn had adverse effects on our U.S. operations, making it more difficult for us to achieve our goal of decreasing our acquisition-related leverage and, given extremely tight credit markets during the height of the financial crisis, making it increasingly difficult for us to refinance our acquisition-related debt.

On August 14, 2009, we reached a comprehensive financing agreement with our major creditors (as subsequently amended, the "2009 Financing Agreement"). The 2009 Financing Agreement extended the maturities of approximately $15 billion in syndicated and bilateral bank facilities and private placement obligations. As part of the 2009 Financing Agreement, we pledged or transferred to trustees under certain security trusts substantially all the shares of CEMEX México, S.A. de C.V. ("CEMEX México"), which as of the date of this annual report was merged with CEMEX, S.A.B. de C.V., CEMEX Operaciones México, S.A. de C.V.

("CEMEX Operaciones México"), CEMEX Innovation Holding Ltd. (formerly known as CEMEX TRADEMARKS HOLDING Ltd.) ("CIH"), New Sunward Holding, B.V. ("New Sunward"), which as of the date of this annual report was merged with CEMEX España, S.A. and CEMEX España, S.A. ("CEMEX España"), a Spanish subsidiary in which we hold a 99.9% interest, as collateral (together, the "Collateral") and all proceeds of the Collateral, to secure our obligations under the 2009 Financing Agreement and under several other financing arrangements for the benefit of the creditors and holders of debt and other obligations that benefit from provisions in their agreements or instruments requiring that their obligations be equally and ratably secured. The subsidiaries whose shares are part of the Collateral collectively own, directly or indirectly, substantially all our operations worldwide.

Since the signing of the 2009 Financing Agreement, we have entered into several financing agreements initially to refinance indebtedness under the 2009 Financing Agreement and later refinancing indebtedness under those agreements replacing the 2009 Financing Agreement and subsequent financing agreements, completed a number of capital markets transactions, debt transactions and asset disposals, the majority of the proceeds of which have been used to reduce the amounts outstanding under the 2009 Financing Agreement and subsequent financing agreements, to pay other debt not subject to the 2009 Financing Agreement and subsequent financing agreements, to improve our liquidity position and for general corporate purposes.

COVID-19 Outbreak

As of the date of this annual report, the effects of the novel strain of the coronavirus identified in China in late 2019 ("COVID-19") and certain other new strains of coronavirus that have been recently identified on, among other things, supply chains, global trade, mobility of persons, business continuity, employment, demand for goods and services and energy prices have been felt throughout the world, including Mexico, the United States, Asia, the Middle East, South and Central America, the Caribbean and Europe.

Entering the second year of the COVID-19 pandemic, governmental and health authorities around the world have implemented and may continue to implement numerous measures attempting to contain and mitigate the effects of the COVID-19 pandemic. The degree to which these measures, and COVID-19 generally, ultimately affect our results and operations could still depend on future developments, which still have a certain degree of uncertainty and cannot be predicted at detail, including, but not limited to, the duration and any further spread of the outbreak, its severity because of the new strains that have been recently identified, the actions to contain the virus or treat its impact, the speed and scope of vaccination around the world, as well as the willingness of people to use the vaccines, how quickly and to what extent normal economic and operating conditions can resume and the size and how fast governments throughout the world can execute any stimulus plans. Public health is still a major concern, the recent wave of cases in different parts of the world could mean that any transition back to normal economic and operating conditions could be delayed, as new variants of the coronavirus and other factors could contribute to any delay.

The COVID-19 pandemic, coupled with the initial measures that were implemented, or that may still be implemented if there are new waves of cases, by governmental authorities in an attempt to further contain and mitigate the effects of COVID-19 and new strains of coronavirus that have been recently identified, including shutdowns of non-essential construction and businesses in certain countries, stricter border controls, stringent quarantines in some countries and social distancing, have triggered what we believe is the worst economic downturn since the Great Depression in the 1930s, causing the economy to contract by 3.3% in 2020, according to reports from the International Monetary Fund ("IMF"). In particular, the negative effects of the pandemic on, among other things, supply chains, global trade, mobility of persons, business continuity, employment and demand for goods and services, up to the date of this annual report, have been sizable. However, according to the latest World Economic Outlook report of the IMF, published in April 2021, after contracting 3.3% in 2020, the global economy is expected to rebound by 6.0% in 2021. The IMF recognized that there is a higher than usual degree of uncertainty around this forecast, as the baseline projection rests on key

assumptions about the fallout from the COVID-19 pandemic. Given that many countries have yet to bring the COVID-19 pandemic under control, the risk of the global recession lasting beyond 2020 is non-negligible. Although recent vaccine approvals and rollout have raised hopes of a turnaround in the COVID-19 pandemic later this year, renewed waves and new variants pose concerns for the outlook. We believe it is still too early to anticipate how effective the COVID-19 vaccines will be and how widely and quickly the vaccines will be distributed and used.

Even though some governments and central banks have announced and implemented monetary and fiscal policies to reduce the impact of the COVID-19 pandemic on economies and financial markets, these measures vary by country and may not be enough to deter material adverse economic and financial effects. Fears about the magnitude of the economic downturn caused by the pandemic have had and may continue to have an adverse effect on financial markets and emerging market currencies, which in turn have adversely affected and may continue to adversely affect our industry and our results of operations and financial condition. We expect that the construction activity across most of the markets in which we operate and in which we offer our products and services will be adversely affected, to a degree, and may remain affected, to a lesser degree, for some time before returning to pre-pandemic levels. In addition, at various points during 2020, emerging market foreign exchange rates were adversely affected by the global market sell-off, mainly on the back of the economic effects of the COVID-19 pandemic, and because of other factors such as the perception of local government policies and lower oil prices that prevailed during those points. During parts of 2020, the Dollar's surge given its perceived safe-haven status drove several emerging market currencies, such as the Mexican Peso, to record lows against the Dollar.

After the sharp reassessment of growth prospects and the deterioration of risk sentiment in February and March 2020, global financial markets have been recovering since April 2020 on the back of an unprecedented easing of global monetary policy and sizable fiscal support, as well as hopes for a strong economic recovery based on a quick reopening of economic activities and, more recently, the authorization and distribution of several COVID-19 vaccines. Foreign investors have gradually returned to emerging markets in search of yield, lifting equity prices and compressing long-term yields and corporate spreads. As sentiment improved, the Dollar has weakened, particularly against emerging markets currencies. The surge in global COVID-19 infections and recent identification of new strains of coronavirus has made global markets more volatile. As of the date of this annual report, except for certain countries like France, Germany and the UK, and certain U.S. and Mexican states that have already implemented certain degrees of lockdowns, we are not able to assess what measures, if any, governments may adopt to stop the spread of COVID-19 and how these measures may affect, if at all, our operations and demand for our products and services.

The consequences of the COVID-19 pandemic have considerably affected us in certain countries. During the third quarter of 2020, due to the lack of visibility and high uncertainty resulting from the negative economic effects of the COVID-19 pandemic and considering the impairment indicators in certain countries, we recognized a non-cash aggregate impairment charge of $1.5 billion comprised of $1.02 billion of impairment from goodwill related to our business in the United States, as well as $473 million of impairment from idle assets and from other assets in several countries, mainly cement assets in the United States, as well as in Europe, South, Central America and the Caribbean, among other non-material adjustments in CEMEX's concrete ready-mix and aggregates businesses.

The global spread of COVID-19 has also adversely affected and may continue to adversely affect our business continuity in some of the markets in which we operate and in which we offer our products and services. Many of our operations have been and may continue to be adversely affected by (i) government decisions that seek to stop the spread of COVID-19, including social distancing guidelines and other health and safety measures, which at times suspend non-essential activities or have the effect of lowering activity at our operating facilities, leading to lower production; and (ii) depressed demand for our products and services. As of the date of this annual report:

- In Mexico, we continue operating in accordance with technical guidelines set by the Mexican government. On April 6, 2020, we had initially announced that we would temporarily halt all production and certain related activities in Mexico until April 30, 2020 in accordance with a decree (the "Mexico COVID-19 Decree") issued by the Health Ministry of Mexico in response to COVID-19. However, on April 7, 2020, relying on technical guidelines to the Mexico COVID-19 Decree issued by the Health Ministry of Mexico in the Official Mexican Gazette *(Diario Oficial de la Federación)*, we announced that we were permitted to resume production and related activities in Mexico to support the development of sectors designated as essential by the Mexican government during the COVID-19 pandemic. In addition, in accordance with publications issued on May 14, 2020 in the Official Mexican Gazette regarding the reopening of social, educational and economic activities, companies dedicated to construction and mining industry activities were able to resume operations as long they complied with the applicable health and safety protocols and guidelines established by the government, as these were considered, and as of the date of this annual report remain, essential activities during the current COVID-19 health emergency in Mexico. As of the date of this annual report, no additional official decrees have been issued requiring the construction industry in Mexico to halt all or part of its operations; however, if any such decrees are issued in the future, we will analyze the possible impact that this may represent to us, which could, subject to the scope and nature, adversely affect our financial condition, business, liquidity and results of operations. For the year ended December 31, 2020, our operations in Mexico represented 20% of our revenues in Dollar terms before eliminations resulting from consolidation.

- In most of our SCA&C region, our operations have been temporarily affected. For instance, on March 28, 2020, the government of Trinidad and Tobago issued regulations addressing COVID-19 (the "Trinidad and Tobago COVID-19 Regulations") pursuant to which certain of our operations in Trinidad and Tobago were required to temporarily cease operations on March 30, 2020. As a result of the Trinidad and Tobago COVID-19 Regulations, we temporarily halted substantially all of our operations in Trinidad and Tobago, except for certain activities related to the safe operation and preservation of the kiln and certain port operations. Also, pursuant to orders issued by the government of Barbados on March 28, 2020, we temporarily halted operations at our cement manufacturing facility located in Barbados. However, on May 14, 2020, our operations in Trinidad and Tobago and Barbados received the approval of the governments of Trinidad and Tobago, and Barbados, respectively, to resume all operations in those countries. Although beginning on August 17, 2020, the government of Trinidad and Tobago imposed new lockdown restrictions, as of the date of this annual report, the construction industry is not included in these recent restrictions. The government of Jamaica has imposed a daily curfew from 8:00 p.m. to 5:00 a.m. generally in the municipality of our cement operations, subject to limited exceptions. On March 23, 2021, additional curfew measures were implemented which prescribed early office closures and a curfew from 12 noon to 5:00 am on specified dates between April 1, 2021 and April 10, 2021. These additional measures affect CCCL administrative offices only, and persons employed in factories, engaged in the transportation of manufactured products, and licensed construction workers are permitted to leave their place of residence during the hours of curfew. We expect this curfew will only have an impact on the commute of our employees to and from our cement plant in Jamaica. In addition, following measures implemented by the authorities in Panama, we had previously temporarily halted production and related activities in Panama. However, in compliance with the dispositions issued on September 4, 2020 by the government of Panama (Executive Decree 1036), we resumed all our operations in Panama on September 7, 2020. The

government of Panama also issued Executive Decree No. 111 on February 26, 2021, which imposed a national daily curfew from 10:00 p.m. to 4:00 a.m. that imposed some restrictions on transit and personnel commuting. Additionally, pursuant to a nationwide decree issued by the government of Colombia in response to COVID-19, we had temporarily halted production and related activities in Colombia on March 25, 2020. However, pursuant to a subsequent nationwide decree issued by the government of Colombia on April 8, 2020, we partially resumed certain operations that were deemed essential to attend to the COVID-19 pandemic in Colombia from April 13 to April 27, 2020. Between April 27, 2020 and August 2020, pursuant to several national decrees, we resumed our operations in Colombia, having only non-relevant time restrictions to transit in some municipalities. From August to December 2020, Colombia was in a phase of selective isolation and responsible social distancing that has allowed us to keep operating normally under strict biosecurity measures, except for some specific time restrictions. However, due to the increase of COVID-19 infections in some municipalities of Colombia, the authorities established some temporary mobility restrictions for people and vehicles that, in any case, did not affect the construction sector as it was exempt from such special measures. In addition, we had initially adopted certain preventive measures with respect to our operations in Guatemala and the Dominican Republic but as of the date of this annual report, our operations have resumed within local guidelines, which have not caused material disruption to our operations. For the year ended December 31, 2020, our operations in our SCA&C region represented 12% of our revenues in Dollar terms before eliminations resulting from consolidation.

- In our EMEAA region, the main effects since the COVID-19 pandemic began have been felt in Spain, the Philippines and the UAE, where our operations have, at different times, been running on a limited basis or were temporarily halted. However, as of the date of this annual report, our general operations in our EMEAA region have not been halted. Certain countries experienced negative effects in the markets in which we offer our products and services, with drops in demand resulting in some temporary site closures. For instance, in the third week of March 2020, we voluntarily initiated the steps to temporarily halt production at the Solid Cement Plant in the Philippines. This voluntary measure was consistent with the Philippine government's implementation of the "Enhanced Community Quarantine" in Luzon, Philippines, which was declared by the president of the Philippines in an effort to institute more stringent measures to contain the spread of COVID-19. However, on May 20, 2020, in accordance with the Philippine government and resolutions by the Inter-Agency Task Force on Emerging Infectious Diseases, and after taking measures designed to fully comply with regulations set by the Department of Labor and Employment and the Department of Trade and Industry, we resumed our operations at our Solid Cement Plant located in Antipolo City and have been able to operate continuously since then. In Spain, due to recent waves of COVID-19, certain parts of the country have entered into temporary lockdowns during different periods of time in 2021, but so far these have not had a material adverse impact on us. For the year ended December 31, 2020, our operations in Spain and in the Philippines represented 2% and 3%, respectively, of our revenues in Dollar terms before eliminations resulting from consolidation. For the year ended December 31, 2020, our operations in our EMEAA region represented 32% of our revenues in Dollar terms before eliminations resulting from consolidation.
- In the United States, except for a few ready-mix concrete plants in the San Francisco area that were temporarily shut down in 2020, other than sites that have been idled for operational reasons, all sites that were operating before the COVID-19 pandemic are active. For the year ended December 31, 2020, our operations in the United States represented 29% of our revenues in Dollar terms before eliminations resulting from consolidation.

We also continue taking actions to protect our communities and the places where we operate. For example, at certain locations we continue to actively clean and sanitize public areas with soap and water, transported and released by our concrete ready-mix trucks into open areas such as hospital entrances, health-care facilities and urban places, among others. As of December 31, 2020, 180 hospitals and 263 public spaces have been cleaned for a total of 3.6 million square meters sanitized. Furthermore, our admixtures plants continue to produce hand

disinfectant according to World Health Organization specifications in quantities sufficient to cover the needs of all employees and neighboring local communities for the entire year. The total beneficiaries of these social actions are estimated to be approximately 1.7 million people as of December 31, 2020.

We continue to monitor the development of the COVID-19 pandemic and to leverage the information and recommendations from health organizations such as the World Health Organization, U.S. based Centers for Disease Control and Prevention, the European Centre for Disease Prevention and Control, and other organizations, as well as from the authorities of the countries in which we operate. We have set up local Rapid Response Teams ("RRTs") that remain on alert throughout our global operations and we continue to implement preventive measures. Some of the measures we have taken so far include restrictions on all work-related travel, arrangements for certain employees to work remotely and optimization of the number of people working in our operating facilities and other locations at any given time. Among other initiatives, we have enhanced our internal information campaigns for recommended practices for health, hygiene, and social interaction, such as promoting physical distancing and recommending avoiding travel to the greatest possible extent. For example, we have implemented our H&S Protocols across our operations, including, among others, our Personal Hygiene, Access Screening, Physical Distancing and Quarantine Protocols, which set forth certain practices that need to be performed by our employees, contractors, suppliers, customers and visitors. Under our Personal Hygiene Protocol, we continue to encourage our workers to wash their hands frequently or, when not close to a bathroom, to use antibacterial gel or alcohol-based hand rub, and, when sneezing and coughing, to cover nose and mouth with a disposable tissue or with flexed elbow or upper sleeve. Additionally, under our Physical Distancing Protocol, we continue to seek to increase distance between closely-spaced facilities; ventilate the workplace; and clean workstations between shifts. We also continue to carry out our Screening at Workplace Protocol which screens people at the reception areas and all entry points for pandemic-related disease symptoms; limits visitors to an essential minimum; and assesses the access to, and availability of, medical services for the employees. For example, to promote physical distancing, we have employed a strategy to support social physical distancing and as a result we experienced an increase in the number of visits to our CEMEX Go platform in comparison with pre-COVID-19 levels; in addition, during the third quarter of 2020, we saw an increase in our Construrama website for Mexican retail customers. Also, as part of our Workplace Cleaning Protocol, surfaces that are frequently touched are cleaned more often. Furthermore, as part of our Truck Drivers' Protocol, we are disinfecting the steering wheel, the levers, buttons and other high touch areas with the aim of keeping the truck cabin clean; and encouraging our drivers to use personal protective equipment (such as a face mask and gloves) at all times and to observe physical distancing inside and outside of the truck (i.e., no more than one person in the truck at any one time). In addition, we continue to implement our Commuting to and from Work Protocol, which aims to provide company transportation service when possible and to reduce the number of weekly commutes by adjusting work shifts. In addition, through our Quarantine Protocol, we continue our efforts to separate persons who have a confirmed infectious illness; have disease-like symptoms; have been exposed to people with illness, but are not ill; and are returning from essential travel to medium- or high-risk locations. In general, we believe that we continue to apply strict hygiene guidelines in all of our operations, and we have modified our manufacturing, sales, and delivery processes to implement physical distancing intended to considerably reduce the spread of COVID-19. Lastly, our Taking Care of Family at Home Protocol aims to support safeguarding our employees and their families from community spread by reinforcing physical distancing and hygiene measures; providing specific home cleaning recommendations; advising on staying and working from home; arriving home sanitization protocol; and protecting the vulnerable and taking care of sick family members guidelines.

The main objective of our RRTs continues to be the development and execution of activities aimed at mitigating the impact from COVID-19. The focus of these activities is to protect our employees, clients, communities, suppliers, among others, to protect our business continuity and foster communication. In particular, our RRTs are (i) monitoring global health guidelines and peer response in relation to COVID-19; (ii) consolidating and updating COVID-19-related information; (iii) following up on any quarantine cases and providing support; (iv) assisting in protecting our employees by attempting to reduce the spread of COVID-19 with the implementation of various hygiene measures, guidelines and protocols; (v) enhancing the frequency and procedures related to cleaning at our various sites; (vi) implementing various remote working programs;

(vii) implementing screening and quarantine enforcement measures; (viii) ensuring availability of medical support and hygiene travel kits; (ix) implementing restrictions on large essential gatherings; (x) creating and releasing guidelines for social distancing, travel, cleaning, personal hygiene, screening and quarantine; (xi) enhancing engagement with our communities, industry associations and local authorities; (xii) implementing actions to protect our business continuity by developing plans designed to strengthen our business and promote financial resiliency; and (xiii) communicating all of our COVID-19-related measures to internal and external audiences.

Additionally, to strengthen the implementation and supervision of these protocols and objectives we have defined a new function called "COVID Coordinator" in every location, facility, manufacturing plant, production facility and administrative offices where we have operations. As of December 31, 2020, we have appointed nearly 2,000 of these COVID Coordinators worldwide and also established a best-practices sharing network to continuously improve our COVID-19 measures implementation.

We believe that we have developed plans to safely and responsibly deal with possible future halts to our operations while at the same time maintaining our property, plants and equipment in appropriate technical condition, as well as to resume our operations, to the extent they are halted or restricted, when needed. We keep implementing several advocacy actions like supporting local governments and reinforcing the need to keep the construction industry as essential, safe and open. All these actions contribute to the economic recovery of the countries where we operate. We are in continuous and close contact with our suppliers to facilitate addressing any critical sourcing needs and we have enhanced our customer-centric practices. We continue to cooperate with our clients and suppliers in order to implement measures that are designed to maintain business continuity and to mitigate any disruptions to our businesses caused by COVID-19.

Moreover, at the beginning of the COVID-19 pandemic, we were able to strengthen our liquidity position, primarily with drawdowns of $1,135 million under our committed revolving credit facility (our drawdowns of $1.0 billion and $135 million on March 20, 2020 and April 1, 2020, respectively, constituted the full amount available under the committed revolving credit facility), drawdowns under our other credit lines and loans and further improved our liquidity with the issuances of $2.0 billion aggregate principal amount of Dollar-denominated notes in June and September 2020. The drawdowns had the effect of increasing our overall debt and cash levels in the short to medium term. However, on September 10, 2020, we repaid $700 million of our $1,135 million committed revolving credit tranche under the 2017 Facilities Agreement. Additionally, as part of the October 2020 Facilities Agreement Amendments, we extended $1.1 billion of term loan maturities to 2025 and the maturity of $1.1 billion under the revolving facility to 2023. In addition, in October 2020, we prepaid $530 million corresponding to the July 2021 amortization under the 2017 Facilities Agreement to those institutions participating in the extension. As of December 31, 2020, we had drawn down $161 million in uncommitted short-term credit facilities. Furthermore, we received total proceeds of $700 million from our asset sale in the United States related to the Kosmos cement plant in Louisville, Kentucky and the sale of certain assets in the United Kingdom to Breedon. During 2020, our operations in certain countries where we operate received tax deferrals, employee payroll and other relief benefits under, and as a result of, government support programs to mitigate the impact of COVID-19, for a total aggregate amount that is not material, and have also benefited from being able to defer certain interest payments in certain operations, also for amounts that are not material.

Additionally, among other things, during 2020, we have suspended, reduced or delayed certain planned (i) capital expenditures; (ii) budgeted operating expenses in line with the evolution of demand per market in which we operate; (iii) production and, where required, inventory levels in all of our markets consistent with depressed demand; and (iv) corporate and global network activities that detract from our current business focus on managing the crisis and our operations. For example, during the year ended December 31, 2020, we achieved $280 million in cost-saving initiatives when compared to the year ended 2019. We also currently intend to continue to maintain a reasonable amount of inventory at our operating facilities and other locations, with the intention of continuing to meet our demand and serve our customers to the extent possible.

As a further measure to enhance our liquidity during 2020, we suspended the CEMEX, S.A.B. de C.V. share repurchase program for 2020 and CEMEX, S.A.B. de C.V. did not pay dividends during 2020.

Lastly, starting on May 1, 2020, for a 90-day period, subject to all applicable laws and regulations, CEMEX, S.A.B. de C.V.'s Chairman of the Board of Directors, Chief Executive Officer and the members of our Executive Committee forgave 25% of their salaries; the members of the Board of Directors of CEMEX, S.A.B. de C.V. forgave 25% of their remuneration (including with respect to the meeting held in April 2020); and certain senior executives voluntarily forgave 15% of their monthly salaries. All of our executives that agreed to forgo part of their monthly salaries to mitigate the effects of the COVID-19 pandemic, including the members of CEMEX, S.A.B. de C.V.'s board of directors who each forgave 25% of their remuneration, were subsequently compensated in full during the fourth quarter of 2020. In addition, certain employees voluntarily deferred 10% of their monthly salary, which were subsequently paid in full during November 2020. We also worked to mitigate the impact on our hourly employees affected by the COVID-19 pandemic.

While the measures we took in 2020 helped us to meet all liquidity needs and to operate and manage our business and serve our customers, there can be no assurance that the measures we have already taken or may take in the future will fully offset the adverse impact of the COVID-19 pandemic, but since some of these measures were adopted we believe that they have assisted to partially offset the adverse impact of COVID-19.

The degree to which COVID-19 further affects our results and operations will depend on future developments which are highly uncertain and cannot be predicted, including, but not limited to: the potential identification of new variants of COVID-19 and the severity of those variants; any new waves of COVID-19 as well as the severity and duration of such waves; the duration, severity and spread of the COVID-19 pandemic; the actions taken to contain COVID-19 or treat its impact; how effective the recently authorized COVID-19 vaccines will be and how widely and quickly the vaccines will be distributed and used; how quickly and to what extent pre-COVID-19 pandemic economic and operating conditions can resume; and how many and how effective any stimulus initiatives are implemented by governments. See "Item 3—Key Information—Risk Factors—Risks Relating to Our Business—The COVID-19 outbreak could materially adversely affect our financial condition and results of operations" and "Item 3—Key Information—Our Operation Resilience" for a discussion of other strategies we believe should help us further mitigate the effects of the COVID-19 pandemic.

Risk Factors

We are subject to various risks mainly resulting from changing economic, environmental, political, industry, business, regulatory, financial and climate conditions, as well as risks related to ongoing legal proceedings and investigations. The following risk factors are not the only risks we face, and any of the risk factors described below could significantly and adversely affect our business, liquidity, results of operations or financial condition, as well as, in certain instances, our reputation.

Risks Relating to Our Business

Economic conditions in some of the countries where we operate and in other regions or countries may adversely affect our business, financial condition, liquidity and results of operations.

The economic conditions in some of the countries where we operate have had and may continue to have a material adverse effect on our business, financial condition, liquidity and results of operations worldwide. Our results of operations are highly dependent on the results of our operating subsidiaries worldwide, including those in the United States, Mexico, Europe, the Middle East, Africa and Asia ("EMEAA") and South America, Central America, the Caribbean ("SCA&C") (as described in "Item 4—Information on the Company—Business Overview").

For a geographic breakdown of our revenues for the year ended December 31, 2020, see "Item 4—Information on the Company—Geographic Breakdown of Revenues by Reporting Segment for the Year Ended December 31, 2020."

As of the date of this annual report, the main downside risk to the global economy relates to the COVID-19 pandemic. Despite progress in vaccine development and rollout, uncertainties which could keep consumer confidence low for an extended period remain, delaying economic recovery even further. The COVID-19 pandemic, coupled with the measures implemented by governmental authorities to contain and mitigate the effects of COVID-19, including shutdowns of non-essential infrastructure businesses, stricter border controls, stringent quarantines and social distancing, have triggered what we believe is the worst downturn since the Great Depression in the 1930s. The negative effects of the pandemic on, among other things, supply chains, global trade, mobility of persons, business continuity, employment and demand for goods and services have been sizable.

According to the latest World Economic Outlook of the IMF, published in April 2021, global growth, after contracting 3.3% in 2020, is expected to rebound by 6.0% in 2021. As a result, according to the IMF, the level of global gross domestic product ("GDP") in 2021 is expected to be 2.5% above that of 2019. The global economy is climbing out of the depths of the crisis, but the ascent to pre-COVID-19 pandemic levels will likely be long, uneven and uncertain. The IMF recognized that there is a higher than usual degree of uncertainty around this forecast, as the baseline projection rests on key assumptions about the fallout from the COVID-19 pandemic.

The magnitude and persistence of the adverse economic shock will continue to depend on several uncertain factors, such as (i) the duration of the pandemic, the speed of vaccination and required restrictions to contain the virus; (ii) voluntary social distancing, which affects spending; (iii) displaced workers' ability to secure employment in other sectors; (iv) the potential damage to supply due to firm closures and unemployed workers exiting the workforce; (v) the impact on business costs in connection with the required changes to strengthen workplace safety; (vi) the effects on productivity of global supply chain reconfigurations; (vii) the extent of cross-border spillovers from weaker external demand; and (viii) funding shortfalls and the resolution in connection with the current disconnection between asset valuations and prospects for economic activity.

Although recent vaccine approvals and rollout have raised hopes of a turnaround in the COVID-19 pandemic later this year, renewed waves and new variants pose concerns for the outlook. Growth may be stymied if virus surges (including from new variants) prove difficult to contain, infections and deaths mount rapidly before vaccines are widely available, and social distancing or lockdowns are more stringent than anticipated. Slower-than-anticipated progress on medical interventions could dampen hopes of a relatively quick exit from the COVID-19 pandemic and weaken confidence. Specifically, vaccine rollout could suffer delays or be uneven, widespread hesitancy could hamper vaccine take-up, vaccines could deliver shorter-lived immunity than anticipated and advances on therapies could be limited. Intensifying social unrest, including due to higher inequality and unequal access to vaccines and therapies, could further complicate the recovery. Moreover, if policy support is withdrawn before full economic recovery, bankruptcies of viable but illiquid companies could mount, leading to further employment and income losses. The ensuing tighter financial conditions could increase rollover risks for vulnerable borrowers, add to the already large number of economies in debt distress, and increase insolvencies among corporations and households.

Beyond the COVID-19 pandemic-related downside risks, escalating tensions between the United States and China on multiple fronts, frayed relationships among the Organization of the Petroleum Exporting Countries coalition of oil producers and widespread social unrest generate additional challenges for the global economy. Moreover, in a context of high liquidity and extremely high debt (particularly in advanced economies), inflationary pressure could pose a risk. Financial overvaluations of stocks, corporate and sovereign bonds, and EMs assets, among others, continue to be a major concern and further episodes of high volatility cannot be ruled out, putting additional stress on vulnerable countries which could have an adverse effect on our business and on our financial condition, liquidity and results of operations. Finally, natural disasters related to climate change represent a source of risk to the global economy.

In the United States, given the widespread impact of the COVID-19 pandemic, substantial governmental support is still required and the recently passed American Rescue Plan may be insufficient for long-term economic sustainability should there be a protracted recovery. Furthermore, investors fleeing the Dollar could elevate inflation expectations and interest rates. Additionally, high unemployment could lead to mortgage and rental defaults adding losses to the commercial banking industry, resulting in higher loan-loss provision, tighter lending standards and lending curtailment. If the impacts of the COVID-19 pandemic are materially prolonged, it could result in a cascade of additional corporate filings for bankruptcies, further eroding market confidence and increasing unemployment rates. Together, these uncertainties and risks could have a material adverse impact not only on our financial condition, business and results of operations in the United States, but also on our consolidated financial conditions, business and results of operations. See “Item 3—Key Information—COVID-19 Outbreak “ and “Item 5—Operating and Financial Review and Prospects—Recent Developments—Recent Developments Relating to Effects of COVID-19 on Our Business and Operations” for more information regarding the impact of COVID-19 on our industry in the United States.

As a result of the general election in Mexico in 2018, a new federal government and Mexican National Congress led by the president’s political party took office. As is usually the case with any changes in administration, there has been an impact on the economy resulting from the current government’s economic and public policies, including on interest rates and exchange rates, in attracting or maintaining foreign investment in Mexico and in the regulatory and institutional framework of the country, and any further changes in policy could further affect our financial condition, business, liquidity and results of operations, particularly in Mexico.

The Mexican economy entered into recession in 2019 and the COVID-19 pandemic-related uncertainty, policies and events aggravated the decline in 2020, when economic activity posted its worse historical decline as a result of the domestic demand plunge. The Mexican economy is expected to partially recover in 2021, mainly driven by favorable external conditions. However, as of the date of this annual report, 2021 GDP is expected to remain well below 2019 levels. Beyond the aforementioned pandemic-related risks, the Mexican economy faces other risks in the short-term including, but not limited to: (i) further declines in oil production, which could affect the mining sector and tax revenues; (ii) the effects of the downgrade of Petróleos Mexicanos’ (“PEMEX”) debt rating or a requirement to restructure PEMEX, which could undermine fiscal stability and Mexico’s sovereign debt rating; (iii) failure to revive private investment due to uncertainty in government policies, as well as the lack of sufficient fiscal stimulus support; (iv) the negative effects derived from the potential approval of controversial law initiatives; (v) a further contraction of construction activity as a result of cuts in public investment or weak government spending and stagnation of private investment; and (vi) aggressive tightening of monetary policy as a result of the renewal of inflationary pressures and/or high currency forex fluctuation. Together, these uncertainties and risks could have a material adverse impact on our financial condition, business and results of operations, particularly in Mexico. See “Item 3—Key Information—COVID-19 Outbreak” for more information regarding the impact of COVID-19 on our industry in Mexico.

The laws and regulations in Mexico to which we are subject, and interpretations thereof, may change, sometimes substantially, as a result of a variety of factors beyond our control, including political, economic, regulatory or social events. As a result of amendments in May 2019 to the Mexican Federal Labor Law (*Ley Federal del Trabajo*) and other related regulations, among other things, new labor authorities and courts were created, new bargaining procedures were implemented and provisions related to employees’ freedom of association and organization, collective bargaining agreements, and rules against labor discrimination were issued or amended. We cannot assure you that these changes will not lead to an increase in litigation, labor activism or increasingly contentious labor relations, which in turn may adversely affect our business, financial condition, results of operations and prospects, particularly in Mexico. Additionally, in August 2019, the new Mexican Law for the Termination of Ownership (*Ley Nacional de Extinción de Dominio*) was enacted. This new law grants the authority to the Mexican federal government to terminate the ownership of real estate property in Mexico if illicit activities are performed on such real estate properties. Therefore, if any illicit activities are performed on our real estate properties (even without our knowledge or control), we could be deprived of our ownership rights and would not be compensated for such loss, which could have a material adverse impact on our

business, financial condition, results of operations and prospects, particularly in Mexico. Also in Mexico, several laws, policies and regulations issued since the beginning of the current administration, as well as certain legislative proposals, differ substantially from those in effect in previous administrations. Furthermore, certain changes in the laws and regulations governing the energy, electricity and hydrocarbons sectors have been enacted, are being considered for approval or are undergoing constitutional challenges. See “Item 4—Information on the Company—Regulatory Matters and Legal Proceedings—Environmental Matters—Mexico” and “Item 5—Operating and Financial Review and Prospects—Recent Developments—Recent Developments Relating to Our Regulatory Matters and Legal Proceedings—Environmental Matters—Mexico” for a description of such changes in the laws and regulations governing the energy, electricity and hydrocarbons sectors which have been enacted or are undergoing constitutional challenges. We are not certain if such laws and regulations undergoing constitutional challenges will prevail. These and any other policies, laws and regulations which are further adopted could result in a deterioration of investment sentiment, political and economic uncertainty, and increased costs for our business, which may in turn have a material adverse effect on our business, financial condition, liquidity and results of operations. See “Item 5—Operating and Financial Review and Prospects—Recent Developments—Recent Developments Relating to Our Regulatory Matters and Legal Proceedings—Recent Developments Relating to The Integral Reform in Outsourcing in Mexico” for more information regarding the impact of legislative reforms in Mexico.

At the beginning of the COVID-19 pandemic, Colombia was in a strong position, both in terms of its institutional framework, as well as its macroeconomic performance. However, unemployment was high, and a tax reform was needed to improve fiscal sustainability. The impact of the COVID-19 pandemic in fiscal accounts has accentuated the need for fiscal reform. Apart from the pandemic-related risks, some of the most prominent risks facing the Colombian economy are those related to the fiscal situation, such as a risk of sovereign ratings downgrade and the possible economic impact of the coming tax reform, as well as the risk of political polarization. Moreover, Colombia remains vulnerable to large capital outflows given its large external financial needs (the current account deficit was 3.3% of GDP in 2020) and to potential downward pressures on oil prices. If these risks materialize, they could have a material adverse effect on our business, financial condition, results of operations and prospects in Colombia. See “Item 3—Key Information—COVID-19 Outbreak” for more information regarding the impact of COVID-19 on our operations in Colombia.

In Europe, most countries have been pushed into recession as a result of the COVID-19 pandemic, but the impact on output has been heterogeneous. Similarly, countries have emerged from the COVID-19 pandemic in an asymmetric way, reflecting the different timing at which containment and social distancing measures were implemented and lifted; the structure of the economy, particularly the importance of tourism and leisure activities; as well as the magnitude and effectiveness of the policy response. As in the rest of the world, the most important economic concern is the impact of the COVID-19 pandemic, which depends on its scale and duration, the reaction of consumers and corporations, as well as the ability of the policy response to prevent more permanent layoffs, corporate bankruptcies and a sharp reassessment of financial risks, further market volatility and negative feedback effects. The vaccine rollout process has been and continues to be slow in Europe, with some exceptions, preventing confidence from recovering. In fact, the recovery in Europe could still suffer from insufficiently coordinated national policy responses and a lack of coordinated response from the European Union (the “EU”). Besides, further delays in the disbursements assumed in the EU Recovery Fund pose a risk for investment and construction.

Even though a deal has been reached regarding the relationship between the EU and the United Kingdom following the United Kingdom’s withdrawal from the EU (“Brexit”), the practical execution of such a deal represents a considerable risk. Together, these risks and uncertainties could have a material adverse impact on our financial condition, business and results of operations, particularly in Europe. See “Item 3—Key Information—COVID-19 Outbreak” and “Item 5—Operating and Financial Review and Prospects—Recent Developments—Recent Developments Relating to Effects of COVID-19 on Our Business and Operations” for more information regarding the impact of COVID-19 on our industry in Europe.

Additionally, Central European countries might experience a reduction in the proceeds they receive from the EU's structural funds in the future, which could hinder infrastructure investment in such countries and adversely affect our financial condition, business, liquidity and results of operations, particularly with regard to our operations in Europe.

In the Philippines, slow progress on vaccinations and infection control and persistently elevated public contagion fears could delay economic recovery. In addition, weather-related supply disruptions, fluctuations in global oil prices, natural disasters, business slowdowns due to government policy changes, domestic security concerns, and increased domestic political and geopolitical tensions could adversely affect the Philippine economy. Fiscal constraints and lack of social safety nets could also delay the recovery from the effects of the COVID-19 pandemic-driven economic disruptions and impact different sectors of the country. These risks could jeopardize the country's infrastructure development plan, dampen investment and curb economic growth. If any of these risks materialize, they could adversely affect our financial condition, business, liquidity and results of operations in the Philippines. See "Item 3—Key Information—COVID-19 Outbreak" for more information regarding the impact of COVID-19 on our operations in the Philippines.

In general, demand for our products and services is strongly related to construction levels and depends, in large part, on residential and commercial construction activity, as well as private and public infrastructure spending in almost all the countries where we operate. Public and private infrastructure spending in countries dependent on revenue generated by the energy sector is exposed to decreases in energy prices. Therefore, decreases in energy prices could affect public and private infrastructure spending which, in turn, could affect the construction industry. These could ultimately affect our financial condition, business, liquidity and results of operations.

Declines in the construction industry are usually correlated with declines in general economic conditions. As a result, deterioration of economic conditions in the countries where we operate, particularly due to the COVID-19 pandemic, could have a material adverse effect on our business, financial condition, liquidity and results of operations. In addition, there is no assurance that growth in the GDP of the countries where we operate will translate into a correlated increase in demand for our products.

We are subject to the effects of general global economic and market conditions that are beyond our control. If these conditions remain challenging or deteriorate, our business, financial condition, liquidity and results of operations could be adversely affected. Possible consequences from macroeconomic global challenges could have an adverse impact on our business, financial condition, liquidity and results of operations.

The COVID-19 outbreak could materially adversely affect our financial condition and results of operations.

The impact of the COVID-19 pandemic and new strains of coronavirus that have been recently identified has grown and continues to grow throughout the world, including in Mexico, the United States, Asia, the Middle East, South and Central America, the Caribbean and Europe. Governments and health authorities around the world have implemented and may continue to implement numerous measures attempting to contain and mitigate the further spread and effects of the virus. These measures, and the effects of the COVID-19 pandemic, have generally resulted, and may continue to result, in: (i) temporary restrictions on, or suspended access to, or shutdown, or suspension or the halt of, our manufacturing facilities, including our cement plants and grinding mills; (ii) staffing shortages at any level, production slowdowns or stoppages and disruptions in our delivery systems; (iii) disruptions or delays in our supply chains, including shortages of materials, products and services on which we and our businesses depend; (iv) reduced availability of land and sea transport, including labor shortages, logistics constraints and increased border controls or closures; (v) increased cost of materials, products and services on which we and our businesses depend; (vi) reduced investor confidence and consumer spending in the regions where we operate, as well as globally; (vii) a general slowdown in economic activity, including in some or all sectors of the construction industry, and a decrease in demand for our products and services and industry demand generally; (viii) constraints on the availability of financing in the financial markets, if available

at all, including on access to credit lines and working capital facilities from financial institutions; (ix) not being able to satisfy any liquidity needs if our operating cash flow and funds received under our receivables and inventory financing facilities decrease, respectively, or if we are not able to obtain borrowings under credit facilities, proceeds of debt and equity offerings and/or proceeds from asset sales; (x) our inability to, if required, refinance our existing indebtedness on desired terms, if at all; or (xi) our inability to comply with, or receive waivers with respect to, restrictions and covenants under the agreements governing our existing indebtedness and financial obligations, including, but not limited to, maintenance covenants under our 2017 Facilities Agreement.

These measures have adversely affected and may continue to adversely affect our workforce and operations and the operations of our customers, distributors, suppliers and contractors, and may adversely affect our financial condition and results of operations. There is significant uncertainty regarding such measures and potential future measures. Restrictions on our access to our manufacturing facilities, operations and/or workplaces, or similar limitations for our distributors and suppliers, could limit customer demand and/or our capacity to meet customer demand, any of which could have a material adverse effect on our financial condition and results of operations. The degree to which COVID-19 affects our results and operations will depend on the duration and spread of the outbreak, its severity, the actions to contain the virus or treat its impact, the vaccine development and rollout in the countries where we operate and how quickly and to what extent pre-COVID-19 economic and operating conditions can resume, among other things. See “Item 3—Key Information—COVID-19 Outbreak” and “Item 5—Operating and Financial Review and Prospects—Recent Developments—Recent Developments Relating to Effects of COVID-19 on Our Business and Operations” for more information on how COVID-19 has impacted our financial performance and results of operations.

The consequences of the COVID-19 pandemic have considerably affected us in certain countries. During the third quarter of 2020, due to the lack of visibility and high uncertainty resulting from the negative economic effects of the COVID-19 pandemic and considering the impairment indicators in certain countries, we recognized a non-cash aggregate impairment charge of $1.5 billion comprised of $1.02 billion of impairment from goodwill related to our business in the United States, as well as $473 million of impairment from idle assets and from other assets in several countries, mainly cement assets in the United States, as well as in Europe, South, Central America and the Caribbean, among other non-material adjustments in CEMEX’s concrete ready-mix and aggregates businesses.

We consider that, as the effects and duration of such pandemic may extend, there could be significant adverse effects in the future mainly in connection with: (i) impairment of long-lived assets including goodwill; (ii) foreign exchange losses related to our obligations denominated in foreign currency; (iii) increases in estimated credit losses on trade accounts receivable; and (iv) further disruption in supply chains. We also consider that the lack of clarity on virus variants, the effectiveness of any COVID-19 vaccines and/or treatments and on the effective and equitable distribution of these vaccines, could also contribute to short-term effects while the vaccines become more effective and their distribution is more properly defined.

The weakness of the global economic environment and its adverse effects on our operating results may negatively affect our credit rating and the market value of CEMEX, S.A.B. de C.V.’s CPOs and ADSs, or that of our publicly listed subsidiaries. If current economic pressures continue or worsen, we may be dependent on the issuance of equity as a source to repay our existing or future indebtedness. Although we have been able to raise debt, equity and equity-linked capital in the recent past, conditions in the capital markets could be such that traditional sources of capital may not be available to us on reasonable terms or at all. As a result, we cannot assure you that we will be able to successfully raise additional debt and/or equity capital on terms that are favorable to us or at all.

The 2017 Facilities Agreement contains several restrictions and covenants. Our failure to comply with such restrictions and covenants could have a material adverse effect on our business and financial conditions.

The 2017 Facilities Agreement requires us to comply with several financial ratios and tests, including (i) a minimum consolidated coverage ratio of Operating EBITDA (as defined below) to interest expense (including

interest accrued on Perpetual Debentures) and (ii) a maximum consolidated leverage ratio of net debt (including Perpetual Debentures, guarantees and capitalized leases under IFRS 16, excluding convertible/exchangeable obligations, the principal amount of subordinated optional convertible securities and plus or minus the mark-to-market amount of derivative financial instruments, among other adjustments) to Operating EBITDA (in each case, as described in the 2017 Facilities Agreement). The calculation and formulation of Operating EBITDA, interest expense, net debt, the consolidated coverage ratio and the consolidated leverage ratio are set out in the 2017 Facilities Agreement and may differ from the calculation and/or formulation of analogous terms in this annual report. Our ability to comply with these ratios may be affected by our results of operations, economic conditions and volatility in foreign exchange rates, by overall conditions in the financial and capital markets and the construction sector, and by any monetary penalties or fines we may have to pay as a result of any administrative or legal proceedings to which we may be exposed to. See "Item 4—Information on the Company—Regulatory Matters and Legal Proceedings" for more information.

We cannot assure you that in the future we will be able to comply with the restrictive covenants and limitations contained in the 2017 Facilities Agreement or that we will be in compliance with other agreements which constitute financial indebtedness in excess of $50 million in which any non-compliance would trigger a cross-default. Our failure to comply with such covenants and limitations could result in an event of default, which could materially and adversely affect our business, financial condition, liquidity and results of operations.

Difficulties in relationships with local communities may adversely affect our business continuity, reputation, liquidity, and results of operations.

Although we make significant efforts to maintain good long-term relationships and continuous communication with local and neighboring communities where we operate, there can be no assurance that such communities will not have or will not develop interests or objectives which are different from, or even in conflict with, our objectives, which could result in legal or administrative proceedings, civil unrest, protests, negative media coverage, direct action or campaigns, including, but not limited to, requests for the government to revoke or deny our concessions, licenses or other permits to operate. Any such events could cause delays or disruptions in our operations, result in operational restrictions or higher costs, or cause reputational damage, which could materially and adversely affect our business, reputation, liquidity and results of operations.

Changes to, or replacement of, the LIBOR Benchmark Interest Rate, could adversely affect our business, financial condition, liquidity and results of operations.

The United Kingdom's Financial Conduct Authority ("FCA"), a regulator of financial services firms and financial markets in the United Kingdom, has indicated that they will support the London Inter-Bank Offered Rate ("LIBOR") interest rate indices through 2021 to allow for an orderly transition to an alternative reference rate. LIBOR indices, in particular the Dollar LIBOR, are commonly used as a benchmark for our financing agreements, financial obligations and derivatives, including our 2017 Facilities Agreement, which systematically catalogue relevant LIBOR provisions, including uniform trigger provisions intended to identify a test for when LIBOR no longer governs the agreement and/or uniform fallback provisions intended to identify an alternative reference rate, or there may be vast, or slight, differences in those provisions. As part of the October 2020 Facilities Agreement, understanding that LIBOR is expected to cease to be calculated from January 1, 2022, a clause was included providing that CEMEX and the Agent (acting on the instructions of the Majority Lenders) shall enter into negotiations in good faith with a view to agreeing the use of a Replacement Benchmark (as defined in the Facilities Agreement) in relation to the corresponding currency in place of the LIBOR benchmark interest rate from and including a date no later than December 30, 2021. On the other hand, the indentures governing the dual-currency notes that underlie the Perpetual Debentures don't include any provisions addressing transition from or replacement of an applicable LIBOR rate; therefore, in order to address this issue with respect to any dual-currency notes that underlie the Perpetual Debentures which would remain outstanding after December 31, 2021, we would need to seek consent from the corresponding holders to agree to an alternative benchmark rate. Other benchmarks may perform differently than LIBOR or have other consequences that cannot

currently be anticipated. As of December 31, 2020, 17% of our foreign currency-denominated non-current debt bears floating rates at a weighted average interest rate of LIBOR plus 294 basis points. Additionally, as of December 31, 2020, 21% of our foreign currency-denominated non-current debt with a maturity beyond December 31, 2021 is referenced to LIBOR. A transition away from and/or changes to the LIBOR benchmark interest rate could adversely affect our business, financial condition, liquidity and results of operations.

We have a substantial amount of debt and other financial obligations maturing in the next several years. If we are unable to secure refinancing on favorable terms or at all, we may not be able to comply with our upcoming payment obligations. Our ability to comply with our principal maturities and financial covenants may depend on us implementing certain initiatives, including, but not limited to, "Operation Resilience," which may include making asset sales, and there is no assurance that we will be able to implement any such initiatives or execute such sales, if needed, on terms favorable to us or at all.

As of December 31, 2020, our total debt, plus other financial obligations, was $11,185 million (principal amount $11,248 million, excluding deferred issuance costs), which does not include $449 million, which represents the nominal amount of our Perpetual Debentures. Of such total debt plus other financial obligations, $1,058 million (principal amount $1,057 million) matures during 2021; $385 million (principal amount $385 million) matures during 2022; $934 million (principal amount $934 million) matures during 2023; $1,526 million (principal amount $1,530 million) matures during 2024; and $7,282 million (principal amount $7,342 million) matures after 2024.

If we are unable to comply with our principal maturities under certain of our indebtedness, or refinance or extend maturities of certain of our indebtedness, substantially all of our debt could be accelerated. Acceleration of our debt would have a material adverse effect on our business, financial condition, liquidity and results of operations. As a result of the restrictions under the 2017 Facilities Agreement, the indentures that govern our outstanding Senior Secured Notes (as defined below) and other debt instruments, the current global economic environment and uncertain market conditions, we may not be able to, if we need to do so to repay our indebtedness, complete asset sales on terms that we find economically attractive or at all. Volatility in the credit and capital markets could significantly affect us due to its effect on the availability of funds to potential acquiring parties, including industry peers. In addition, high levels of consolidation in our industry in some jurisdictions may further limit potential asset sales to interested parties due to antitrust considerations. If we need to sell assets to repay our indebtedness but are unable to complete asset sales and our cash flow or capital resources prove inadequate, we could face liquidity problems and may not be able to comply with financial covenants and payment obligations under our indebtedness, which would have a material adverse effect on our business, financial condition, liquidity and results of operations.

In addition, our levels of debt, contractual restrictions and our need to deleverage may limit our planning flexibility and our ability to react to changes in our business and the industry and may place us at a competitive disadvantage compared to competitors who may have no need to deleverage or who may have lower leverage ratios and fewer contractual restrictions, or that have no restrictions at all. There can also be no assurance that, because of our leverage ratio and contractual restrictions, we will be able to improve or maintain our operating margins and deliver financial results comparable to the results obtained in the past under similar economic conditions, or that we will be able to execute the capital expenditures that we have disclosed. Also, there can be no assurance that we will be able to implement our business strategy and initiatives and improve our results and revenues, which could affect our ability to comply with our payment obligations under our debt agreements and instruments. See "Item 3—Key Information—COVID-19 Outbreak" for more information on the impact of COVID-19 on our debt and cash levels.

We may not be able to generate sufficient cash to service all of our indebtedness or satisfy our short-term liquidity needs, and we may be forced to take other actions to satisfy our obligations under our indebtedness and our short-term liquidity needs, which may not be successful.

Historically, we have addressed our liquidity needs, including funds required to make scheduled principal and interest payments, refinance debt, and fund working capital and planned capital expenditures, mostly with operating cash flow, borrowings under credit facilities and receivables and inventory financing facilities, proceeds of debt and equity offerings and proceeds from asset sales.

As of December 31, 2020, we had $586 million funded under our securitization programs in Mexico, the United States, France and the United Kingdom. We cannot assure you that, going forward, we will be able to, if needed, roll over or renew these programs, which could adversely affect our liquidity.

The weakness of the global economic environment and its adverse effects on our operating results may negatively affect our credit rating and the market value of CEMEX, S.A.B. de C.V.'s CPOs and ADSs, or that of our publicly listed subsidiaries, mainly CEMEX Latam Holdings, S.A. ("CLH") and Cemex Holdings Philippines, Inc. ("CHP"). If current economic pressures continue or worsen, we may be dependent on the issuance of equity as a source to repay our existing or future indebtedness. Although we have been able to raise debt, equity and equity-linked capital in the recent past, conditions in the capital markets could be such that traditional sources of capital may not be available to us on reasonable terms or at all. As a result, we cannot assure you that we will be able to successfully raise additional debt and/or equity capital on terms that are favorable to us or at all.

We have historically, when needed, sought and obtained waivers and amendments to several of our debt instruments relating to a number of financial ratios. Our ability to comply with these ratios could be affected by global economic conditions and volatility in foreign exchange rates and the financial and capital markets, among other factors. If necessary, we may need to seek waivers or amendments to one or more of our debt agreements or debt instruments in the future. However, we cannot assure you that any future waivers or amendments, if requested, will be obtained. If we are unable to comply with the provisions of our debt agreements or debt instruments, and are unable to obtain a waiver or amendment, the indebtedness outstanding under such debt agreements and/or instruments could be accelerated. Acceleration of these debt agreements and/or instruments would have a material adverse effect on our business, liquidity and financial condition.

If the global economic environment deteriorates and our operating results worsen significantly, if we are unable to complete debt or equity offerings or, if needed, any divestitures, and/or our cash flow or capital resources prove inadequate, we could face liquidity problems and may not be able to comply with our principal payments under our indebtedness or refinance our indebtedness. See "Item 3—Key Information—COVID-19 Outbreak" for more information on the impact of COVID-19 on our liquidity.

The indentures governing our outstanding Senior Secured Notes and the terms of our other indebtedness impose significant operating and financial restrictions, which may prevent us from capitalizing on business opportunities and may impede our ability to refinance our debt.

As of December 31, 2020, there were $5,071 million and €1,050 million aggregate principal amount of then-outstanding Senior Secured Notes under the indentures governing such notes. Mostly all of the indentures governing our outstanding Senior Secured Notes and the other instruments governing our consolidated indebtedness impose significant operating and financial restrictions on us. These restrictions limit our ability, among other things, to: (i) incur debt, including restrictions on incurring debt at our subsidiaries, which are not parties to the indentures governing the Senior Secured Notes; (ii) pay dividends on stock; (iii) redeem stock or redeem subordinated debt; (iv) make investments; (v) sell assets, including capital stock of subsidiaries; (vi) guarantee indebtedness; (vii) enter into agreements that restrict dividends or other distributions from restricted subsidiaries; (viii) enter into transactions with affiliates; (ix) create or assume liens; (x) engage in mergers or consolidations; and (xi) enter into a sale of all or substantially all of our assets.

These restrictions could limit our ability to seize attractive growth opportunities for our businesses that are currently unforeseeable, particularly if we are unable to incur financing or make investments to take advantage of these opportunities.

These restrictions may significantly impede our ability to develop and implement refinancing plans with respect to our debt.

Most of the covenants are subject to a number of exceptions and qualifications. The breach of any of these covenants could result in a default under the indentures governing our outstanding Senior Secured Notes, as well as certain other existing debt obligations, as a result of the cross-default provisions contained in the instruments governing such debt obligations. In the event of a default under any of the indentures governing our outstanding Senior Secured Notes, holders of our outstanding Senior Secured Notes could seek to declare all amounts outstanding under such Senior Secured Notes, together with accrued and unpaid interest, if any, to be immediately due and payable. If the indebtedness under our outstanding Senior Secured Notes, or certain other existing debt obligations were to be accelerated, we cannot assure you that our assets would be sufficient to repay in full such accelerated indebtedness or our other indebtedness.

Furthermore, upon the occurrence of any event of default under the 2017 Facilities Agreement, the indentures governing our outstanding Senior Secured Notes or any of our other debt, the lenders could elect to declare all amounts outstanding thereunder, together with accrued interest, to be immediately due and payable. If the lenders accelerate payment of those amounts, we cannot assure you that our assets would be sufficient to repay those amounts in full or to satisfy our other liabilities. See “Item 3—Key Information—COVID-19 Outbreak” and “Item 5—Operating and Financial Review and Prospects—Recent Developments—Recent Developments Relating to Effects of COVID-19 on Our Business and Operations” for more information on the impact of the COVID-19 pandemic on our business.

In addition, in connection with the entry into new financings or amendments to existing financing arrangements while our debt rating remains below investment grade, our financial and operational flexibility may be further reduced as a result of more restrictive covenants, requirements for security and other terms that are often imposed on sub-investment grade entities.

CEMEX, S.A.B. de C.V.’s ability to repay debt and pay dividends depends on our subsidiaries’ ability to transfer income and dividends to us.

Aside from its significant operations in Mexico, CEMEX, S.A.B. de C.V. is a holding company that owns the stock of its direct subsidiaries and is the beneficial owner of the equity interests of its indirect subsidiaries and has holdings of cash and marketable securities. In general, CEMEX, S.A.B. de C.V.’s ability to repay debt and pay dividends, as well as to generally make other payments, partially depends on the continued transfer to it of dividends and other income and funds from its wholly-owned and non-wholly-owned subsidiaries. Although our debt agreements and instruments generally restrict us from entering into agreements or arrangements that limit the ability of any subsidiary of CEMEX, S.A.B. de C.V. to declare or pay dividends or repay or capitalize intercompany indebtedness, the ability of CEMEX, S.A.B. de C.V.’s subsidiaries to pay dividends and make other transfers to CEMEX, S.A.B. de C.V. is subject to various regulatory, contractual and legal constraints of the countries in which we operate, including the need to create legal reserves prior to transferring funds. The 2017 Facilities Agreement restricts CEMEX, S.A.B. de C.V.’s and its subsidiaries’ ability to declare or pay cash dividends above the permitted amounts (subject to certain exceptions). In addition, the indentures governing our outstanding Senior Secured Notes also limit CEMEX, S.A.B. de C.V.’s and its subsidiaries’ ability to pay dividends. Furthermore, even though our subsidiaries whose shares have been pledged or transferred as part of the Collateral have generally retained the right to declare dividends, such right would be limited under certain circumstances (mainly the occurrence of an enforcement event) pursuant to the terms and conditions of the corresponding pledge or trust agreements under which the Collateral is granted. See “Item 3—Key Information—COVID-19 Outbreak” and “Item 5—Operating and Financial Review and Prospects—Recent Developments—

Recent Developments Relating to Effects of COVID-19 on Our Business and Operations" for more information on the impact of the COVID-19 pandemic on our business.

The ability of CEMEX, S.A.B. de C.V.'s direct and indirect subsidiaries to pay dividends and make loans and other transfers to it is generally subject to various regulatory, legal and economic limitations. Depending on the jurisdiction of organization of the relevant subsidiary, such limitations may include solvency and legal reserve requirements, dividend payment restrictions based on interim financial results or minimum net worth and withholding taxes on loan interest payments. For example, our subsidiaries in Mexico are subject to Mexican legal requirements, which provide that a corporation may declare and pay dividends only out of the profits reflected in the year-end financial statements that are or have been approved by its stockholders. In addition, such payment can be approved by a subsidiary's stockholders only after the creation of a required legal reserve (equal to one fifth of the relevant company's capital) and compensation or absorption of losses, if any, incurred by such subsidiary in previous fiscal years. Our subsidiaries in Spain are subject to Spanish legal requirements, pursuant to which they may only distribute dividends if, as a result of the distribution, the net worth value of the company will not be less than such company's share capital during the applicable fiscal year. Due to the foregoing, before distributing any dividends, the company shall employ profits to compensate for the reduction of its net worth value during such fiscal year. Dividends may also not be distributed until the amount of available reserves reaches, at least, the amount of the research and development expenses recorded in the balance sheet of the company. A reserve of 10% of the profits of a given year, until reaching at least 20% of the company's share capital, shall be procured, and any surplus may be distributed amongst shareholders. Our subsidiaries in France are subject to French legal requirements, which provide that a company may declare and pay dividends only out of the net profits reflected in the year-end financial statements that are or have been approved by its stockholders. In addition, such payment can be approved by the subsidiary's stockholders only after the creation of a required legal reserve equal to 10% of the relevant company's share capital.

CEMEX, S.A.B. de C.V. may also be subject to exchange controls on remittances by its subsidiaries from time to time in a number of jurisdictions. In addition, CEMEX, S.A.B. de C.V.'s ability to receive funds from these subsidiaries may be restricted by covenants in the debt instruments and other contractual obligations of those entities.

As of the date of this annual report, CEMEX, S.A.B. de C.V. does not expect that existing regulatory, legal and economic restrictions on its existing direct and indirect subsidiaries' ability to pay dividends and make loans and other transfers to it will materially and negatively affect its ability to meet its cash obligations. However, the jurisdictions of organization of CEMEX, S.A.B. de C.V.'s current direct or indirect subsidiaries, or of any future subsidiary, may impose additional and more restrictive regulatory, legal and/or economic limitations. In addition, CEMEX, S.A.B. de C.V.'s subsidiaries may not be able to generate sufficient income to pay dividends or make loans or other transfers to it in the future, or may not have access to Dollars in their respective countries, which, as of the date of this annual report, would be the preferred currency to be received by CEMEX, S.A.B. de C.V. to service the majority of its debt payments. Also, because not all of CEMEX, S.A.B. de C.V.'s subsidiaries are wholly-owned, any decision to have any of CEMEX, S.A.B. de C.V.'s subsidiaries declare and pay dividends or make loans or other transfers to us is subject to any minority rights that non-controlling shareholders may have in the CEMEX, S.A.B. de C.V. subsidiary that is not wholly-owned. Any material additional future limitations on our subsidiaries could adversely affect CEMEX, S.A.B. de C.V.'s ability to service our debt and meet its other cash obligations. See "Item 3—Key Information—COVID-19 Outbreak" for more information on the impact of COVID-19 on our operating subsidiaries and the possibility of less income being generated by our operating subsidiaries.

We are subject to restrictions and reputational risks resulting from non-controlling interests held by third parties in our consolidated subsidiaries.

We conduct our business mostly through subsidiaries. In some cases, third-party shareholders hold non-controlling interests in these subsidiaries, including CLH, CHP, Trinidad Cement Limited ("TCL") and

Caribbean Cement Company Limited ("CCCL"), among others. Various disadvantages may result from the participation of non-controlling shareholders whose interests may not always be aligned with ours. Some of these disadvantages may, among other things, result in our inability to implement organizational efficiencies, divest or acquire assets and transfer cash and assets from one subsidiary to another in order to allocate assets most effectively. In addition, we are also exposed to third-party shareholders initiating different actions or proceedings against us as controlling shareholders on corporate and corporate governance related matters, which could also harm our reputation and have an adverse effect on our business, liquidity, financial condition and results of operations.

We have to service our debt and other financial obligations denominated in Dollars and Euros with revenues generated in Mexican Pesos or other currencies, as we do not generate sufficient revenue in Dollars from our operations to service all our debt and other financial obligations denominated in Dollars and Euros. This could adversely affect our ability to service our obligations in the event of a devaluation or depreciation in the value of the Mexican Peso, or any of the other currencies of the countries in which we operate, compared to the Dollar and Euro. In addition, our consolidated reported results and outstanding indebtedness are significantly affected by fluctuations in exchange rates between the Dollar (our reporting currency) vis-à-vis the Mexican Peso and other significant currencies within our operations.

A substantial portion of our total debt plus other financial obligations is denominated in Dollars and Euros. As of December 31, 2020, our debt plus other financial obligations denominated in Dollars and Euros represented 64% and 22% of our total debt plus other financial obligations, respectively, which does not include $371 million of Dollar-denominated and €64 million of our Euro-denominated Perpetual Debentures. Our Dollar-denominated and Euro-denominated debt must be serviced with funds generated mostly by our direct and indirect subsidiaries' operations outside the United States and Europe. Although we have substantial operations in the United States and Europe, we continue to strongly rely on our non-U.S. assets and non-European assets to generate revenues to service our Dollar-denominated and Euro-denominated debt. Consequently, we have to use revenues generated in Mexican Pesos or other currencies to service our Dollar-denominated and Euro-denominated obligations. See "Item 5—Operating and Financial Review and Prospects—Quantitative and Qualitative Market Disclosure—Interest Rate Risk, Foreign Currency Risk and Equity Risk—Foreign Currency Risk." A devaluation or depreciation in the value of the Mexican Peso, Pound Sterling, Colombian Peso, Philippine Peso or any of the other currencies of the countries in which we operate, compared to the Dollar and Euro, could adversely affect our ability to service our Dollar-denominated and Euro-denominated debt. In 2020, our operations in Mexico, the United Kingdom, France, Germany, Spain, the Philippines, Israel, the Rest of EMEAA segment, Colombia, Caribbean TCL (as defined below), the Dominican Republic and the Rest of SCA&C segment, which are our main non-Dollar denominated operations, together generated 64% of our total revenues in Dollar terms (21%, 5%, 6%, 4%, 2%, 3%, 5%, 7%, 3%, 2%, 2% and 4%, respectively) before eliminations resulting from consolidation. In 2020, 29% of our revenues in Dollar terms were generated from our operations in the United States before eliminations resulting from consolidation.

During 2020, the Mexican Peso depreciated 5.1% against the Dollar, the Euro appreciated 9.0% against the Dollar and the Pound Sterling appreciated 3.2% against the Dollar. Currency hedges that we may be a party to or may enter into in the future may not be effective in covering all our currency-related risks. Our consolidated reported results for any period and our outstanding indebtedness as of any date are significantly affected by fluctuations in exchange rates between the Dollar and other currencies, as those fluctuations influence the amount of our non-Dollar indebtedness when translated into Dollars and also result in foreign exchange gains and losses as well as gains and losses on derivative contracts, including those entered into to hedge our exchange rate exposure. For a description of these impacts, see "—Our use of derivative financial instruments could negatively affect our operation, especially in volatile and uncertain markets." See "Item 3—Key Information—COVID-19 Outbreak" for more information on the impact of COVID-19 on the value of the Mexican Peso against the Dollar.

Our use of derivative financial instruments could negatively affect our operations, especially in volatile and uncertain markets.

We have used, and may continue to use, derivative financial instruments to manage the risk profile associated with interest rates and currency exposure of our debt, to reduce our financing costs, to access alternative sources of financing and to hedge our net assets in certain currencies, as well as some of our financial and operating risks. However, we cannot assure you that our use of such instruments will allow us to achieve these objectives due to the inherent risks in any derivatives transaction or the risk that we will not continue to have access to such instruments at reasonable costs, or at all.

As of December 31, 2020, our derivative financial instruments consisted of foreign exchange forward contracts under a net investment hedge program, interest rate swap instruments related to bank loans, equity forwards on third-party shares, as well as fuel price hedging derivatives, which had an impact on our financial position. Changes in the fair value of our derivative financial instruments, not specifically designated as hedges, are reflected in our statement of operations, which could introduce volatility in our controlling interest net income and other related ratios. As of December 31, 2019 and 2020, the aggregate notional amount under our outstanding derivative financial instruments was $2,324 million ($1,154 million of net investment hedge, $1,000 million of interest rate swaps, $74 million of equity forwards on third-party shares and $96 million of fuel price hedging) and $2,230 million ($741 million of net investment hedge, $1,334 million of interest rate swaps, $27 million of equity forwards on third-party shares and $128 million of fuel price hedging), respectively, with a mark-to-market valuation representing net liabilities of $100 million as of December 31, 2019 and $81 million as of December 31, 2020. See note 17.4 to our 2020 audited consolidated financial statements included elsewhere in this annual report for a detailed description of our derivative financial instruments. Since 2008, CEMEX has significantly decreased its use of derivative financial instruments, thereby reducing the risk of cash margin calls. However, with respect to our existing financial derivatives, we may incur net losses and be subject to margin calls that do not require a substantial amount of cash to cover such margin calls. If we enter into new derivative financial instruments, we may incur net losses and be subject to margin calls in which the cash required to cover margin calls may be substantial and may reduce the funds available to us for our operations or other capital needs. In addition, as with any derivative position, we assume the creditworthiness risk of the counterparty, including the risk that the counterparty may not honor its obligations to us. In addition, entering into new derivative financial instruments incurs costs, and we cannot assure you that any new derivative financial instrument that we enter into will be done so at reasonable costs, or, if our credit risk worsens, will be available to us at all.

We pledged the capital stock of some of our subsidiaries that represent substantially all of our business as Collateral to secure our payment obligations under the 2017 Facilities Agreement, the indentures governing our outstanding Senior Secured Notes and other financing arrangements.

In connection with the 2017 Facilities Agreement, we pledged or transferred to trustees under certain security trusts the Collateral and all proceeds of the Collateral, to secure our obligations under the 2017 Facilities Agreement, our Senior Secured Notes and under a number of other financing arrangements for the benefit of the creditors and holders of debt and other obligations that benefit from provisions in their agreements or instruments requiring that their obligations be equally and ratably secured.

As of December 31, 2020, the Collateral and all proceeds of such Collateral secured (i) $8,710 million (principal amount $8,774 million) aggregate principal amount of debt under the 2017 Facilities Agreement, our then-outstanding Senior Secured Notes and other financing arrangements and (ii) $449 million aggregate principal amount of the dual-currency notes underlying our Perpetual Debentures. The subsidiaries whose shares are part of the Collateral collectively own, directly or indirectly, substantially all of our operations worldwide. Provided that no default has occurred, and is continuing, under the 2017 Facilities Agreement, the Collateral will be released automatically if we meet specified financial covenant targets in accordance with the terms of the Intercreditor Agreement (as defined under “Item 5— Operating and Financial Review and Prospects—Liquidity and Capital Resources—Our Indebtedness”).

Political, social and geopolitical events and possible changes in public policies in some of the countries where we operate could have a material adverse effect on our business, financial condition, liquidity and results of operations.

Political, geopolitical or social developments in the countries where we operate or elsewhere, such as elections, new governments, changes in public policy, laws and/or regulations, political disagreements, civil disturbances and a rise in violence or the perception of violence, could have a material adverse effect in the countries where we operate or on the global financial markets, and in turn on our business, financial condition, liquidity and results of operations.

Presidential, legislative, state and local elections took place in 2020 in several of the countries where we operate, including Israel, the United States, Poland, Croatia, the Dominican Republic, Trinidad and Tobago, Jamaica, Puerto Rico, Guyana, and Egypt. In 2021, elections have been held or are scheduled to be held in Mexico, Israel, El Salvador, Peru, Nicaragua, Haiti, Germany and the Czech Republic, as well as special elections for the U.S. Senate. In addition, potential future snap elections in other countries resulting from social or political pressure cannot be discarded. A change in federal or national government and the political party in control of the legislature in any of these countries could result in sharp changes to the countries' economic, political or social conditions, and in changes to laws, regulations and public policies, which may contribute to economic uncertainty or adverse business conditions and could also materially impact our business, financial condition, liquidity and results of operations. Similarly, if no political party wins a clear majority in the legislative bodies of these countries, legislative gridlock and political and economic uncertainty may continue or result.

Political events and social unrest have impacted the business and economic environment in the United States and beyond. Chiefly among them, the 2020 U.S. presidential and senatorial election, which resulted in the election of President Joe Biden and the Democratic Party assuming control of Congress, was followed by protests, security threats and other politically motivated turmoil. Other events, such as riots and mass protests that occurred throughout 2020 and continue to occur in 2021, have negatively affected and could continue to affect business continuity and political stability. We cannot assure that these challenges, which have caused and may continue to cause disruptions to our operations, our business, financial condition, liquidity, and results of operations, will not continue in the future. Furthermore, the new administration could impose regulations and/or taxes reaching further than those currently in effect. We are not certain if any such regulations and/or taxes will be imposed or not; and, in the event they are imposed, if costs and expenses which may be incurred in order to comply with such regulations and/or taxes would have a material adverse effect on our business, financial condition, liquidity and results of operations.

In Mexico, several laws, policies and regulations issued since the beginning of the current administration, as well as certain legislative proposals, differ substantially from those in effect in previous administrations. Furthermore, certain changes in the laws and regulations governing the energy, electricity and hydrocarbons sectors have been enacted or are under consideration for approval or undergoing constitutional challenges. See "Item 4—Information on the Company—Regulatory Matters and Legal Proceedings—Environmental Matters—Mexico" and "Item 5—Operating and Financial Review and Prospects—Recent Developments—Recent Developments Relating to Our Regulatory Matters and Legal Proceedings—Environmental Matters—Mexico" for a description of such changes in the laws and regulations governing the energy, electricity and hydrocarbons sectors which have been enacted or are undergoing constitutional challenges. We are not certain if such laws and regulations undergoing constitutional challenges will prevail. These and any other policies, laws and regulations which are further adopted could result in a deterioration of investment sentiment, political and economic uncertainty, and increased costs for our business, which may in turn have a material adverse effect on our business, financial condition, liquidity and results of operations.

In Europe, though Brexit has already materialized, there continues to be uncertainty regarding the United Kingdom's future relationship with the EU and other key partners around the world. This uncertainty could still

have a material adverse effect on our business, financial condition, liquidity and results of operations, particularly in the United Kingdom. To mitigate any such risk, a "Brexit taskforce" has been implemented and continues to operate with the following objectives: (i) monitoring and sharing relevant public information, (ii) identifying ongoing and evolving risks and opportunities, (iii) assessing potential impacts and action plan to minimize them, (iv) following-up with affected areas, and (v) preparing an effective communication for different audiences. In addition, the upcoming general election in Germany, to be held on September 26, 2021, will mark the end of Angela Merkel's 16-year tenure and could bring important political and policy changes for the country and the EU. It is not certain what impact this election will have on Germany or any of the EU countries in which we operate, but the consequences of this election could materially impact our business, financial condition, liquidity and results of operations, in Germany and the EU.

Further geopolitical challenges, such as the conflict between the United States and China, could cause important disruptions in the global economic, financial markets and trade dynamics which could impact the markets in which we operate and materially and adversely affect our business, financial condition, liquidity and results of operations.

Potential social unrest in Latin America due to increasing inequality, poverty and discontent with the political class could impact our operations, as could political tensions and security concerns in the Middle East and Asia, including the high-end confrontations between Israel and Iran and the persistent political stalemate in Israel. These and other political and geopolitical issues have the potential to materially and adversely impact the global economy, financial markets and the overall stability of the countries and regions in which we operate and, in turn, our business, financial condition, liquidity and results of operations.

We are increasingly dependent on information technology and our systems and infrastructure, as well as those provided by third-party service providers, face certain risks, including cyber-security risks.

We increasingly rely on a variety of information technology and cloud services, on a fully digital customer integration platform, such as CEMEX Go, and on automated operating systems to manage and support our operations, as well as to offer our products to our customers. The proper functioning of this technology and these systems is critical to the efficient operation and management of our business, as well as for the sales generated by our business. Our systems and technologies may require modifications or upgrades as a result of technological changes, growth in our business and to enhance our business security. These changes may be costly and disruptive to our operations and could impose substantial demands on our systems and increase system outage time. Our systems and technology, as well as those provided by our third-party service providers, such as International Business Machines Corporation ("IBM") and Microsoft, two of our main information technology and service providers, may be vulnerable to damage, disruption or intrusion caused by circumstances beyond our control, such as physical or electronic break-ins, catastrophic events, power outages, natural disasters, computer system or network failures, security breaches, computer viruses and cyber-attacks, including malicious codes, worms, ransomware, phishing, denial of service attacks and unauthorized access. For example, our digital solutions to improve sales, customer experience, enhance our operations and increase our business efficiencies could be impeded by such damages, disruptions or intrusions. To try to minimize such risks, we safeguard our systems and electronic information through a set of cyber-security controls, processes and a proactive monitoring service to attend to potential breaches. In addition, we also have disaster recovery plans in case of incidents that could cause major disruptions to our business. However, these measures may not be sufficient, and our systems have in the past been subject to certain minor intrusions. Although we are certified under and compliant with International Organization for Standardization ("ISO") 27001:2013 standards for information security management systems to preserve the confidentiality, integrity and availability of data and also are certified on the Payment Card Industry security standard which provides a trustful e-commerce mechanism for customers, and that certain of our cement plants received the ISO 27001 certification, we cannot assure that we will always be able to retain or renew this certification or that our systems will not be subject to certain intrusions.

During 2020, there was a global trend of an increase on security threats related to COVID-19, including, but not limited to, phishing and malware/ransomware campaigns, exploitation of video collaboration vulnerabilities,

among other things. Furthermore, the increase in employees working from home in response to the COVID-19 pandemic increased cyber risk due to inadequate security configurations of domestic (home) networks and use of non-corporate devices. As of the date of this annual report, we have implemented additional cybersecurity controls designed to reduce such risks and mitigate the impact of such risks.

In relation to our overall operations, particularly due to our digital transformation initiatives and the implementation of CEMEX Go, our audit committee is informed of the cyber-security threats we face and is involved in approving general steps to try to mitigate any such cyber-security threats. As of December 31, 2020, CEMEX Go has more than 42,000 users across the countries in which we do business, and through CEMEX Go we receive approximately 53% of our main product orders and process 61% of our total global sales. As of December 31, 2020, we have not detected, and our third-party service providers have not informed us of, any relevant event that has materially damaged, disrupted or resulted in an intrusion of our systems. Any significant information leakages or theft of information, or any unlawful processing of personal data, could affect our compliance with data privacy laws and make us subject to regulatory action, including substantial fines and private litigation with potentially large costs, and could damage our relationship with our employees, customers and suppliers, which could have a material adverse impact on our business, financial condition, liquidity, results of operations and prospects.

Furthermore, on June 25, 2020, our insurance program was renewed for 12 additional months. This program includes insurance coverage that, subject to its terms and conditions, is intended to address certain costs associated with cyber incidents, network failures and data privacy-related concerns. Nevertheless, this insurance coverage may not, depending on the specific facts and circumstances surrounding an incident, cover all losses or types of claims that may arise from an incident or the damage to our reputation or brands that may result from an incident. However, any significant disruption to our systems could have a material adverse effect on our business, financial condition, liquidity and results of operations, and could also harm our reputation.

We are subject to the laws and regulations of the countries where we operate and do business and any material changes in such laws and regulations and/or any significant delays in assessing the impact and/or adapting to such changes may have an adverse effect on our business, financial condition, liquidity and results of operations.

Our operations are subject to the laws and regulations of the countries where we operate and do business, and such laws and regulations, and/or governmental interpretations of such laws and regulations, may change. Because CEMEX, S.A.B. de C.V. is organized under Mexican laws, and because of the considerable size of CEMEX, S.A.B. de C.V.'s operations in the United States and the fact that CEMEX, S.A.B. de C.V.'s ADSs trade on the New York Stock Exchange (the "NYSE"), we have to comply with the laws and regulations, and/or governmental interpretations of such laws and regulations, of Mexico and the United States, whether or not we operate and do business through a subsidiary located in Mexico or the United States.

Any change in such laws and regulations, and/or governmental interpretations of such laws and regulations, may have a material adverse effect on our business, financial condition, liquidity and results of operations. Furthermore, changes in laws and regulations, and/or governmental interpretations of such laws and regulations, may require us to devote a significant amount of time and resources to assess and, if required, to adjust our operations to any such changes, which could have a material adverse effect on our business, financial condition, liquidity and results of operations. In addition, any significant delays in assessing the impact and/or, if required, in adapting to changes in laws and regulations and/or governmental interpretations of such laws and regulations may also have a material adverse effect on our business, financial condition, liquidity, results of operations and prospects. For more information, see "—Economic conditions in some of the countries where we operate and in other regions or countries may adversely affect our business, financial condition, liquidity and results of operations," "—Political, social and geopolitical events and possible changes in public policies in some of the countries where we operate could have a material adverse effect on our business, financial condition, liquidity and results of operations" and "—Our operations are subject to environmental laws and regulations."

We or our third-party providers may fail to maintain, obtain or renew or may experience material delays in obtaining requisite governmental or other approvals, licenses and permits for the conduct of our business.

We and our third-party providers of goods and services, as applicable, require various approvals, licenses, permits, concessions and certificates in the conduct of our business. We cannot assure you that we, or our third- party providers of goods and services, will not encounter significant problems in obtaining new or renewing existing approvals, licenses, permits, concessions and certificates required in the conduct of our business, or that we, or our third-party providers of good and services, will continue to satisfy the current or new conditions to such approvals, licenses, permits, concessions and certificates that we currently have or may be granted in the future. There may also be delays on the part of regulatory and administrative bodies in reviewing our applications and granting approvals, which have become increasingly common since the beginning of the COVID-19 pandemic due to closures and/or reduced operations of public offices. The implementation of new laws and regulations on environmental-related matters in the countries in which we operate or in the countries from which our third-party providers of goods and services source their deliverables to us, may create stricter requirements to comply with. This could delay our ability to obtain the related approvals, licenses, permits, concessions and certificates, or could result in us not being able to obtain them at all. If previously obtained approvals, licenses, permits and certificates are revoked and/or if we, or our third-party providers of goods and services, fail to obtain and/or maintain the necessary approvals, licenses, permits, concessions and certificates required for the conduct of our business, we may be required to incur substantial costs or temporarily suspend or alter the operation of one or more of our operating units, production facilities, mineral extraction locations or of any relevant component of them, which could affect the general production of these units, facilities or locations, which in turn could have a material adverse effect on our business, financial condition, liquidity, results of operations and prospects. See “Item 3—Key Information—COVID-19 Outbreak” and “Item 5—Operating and Financial Review and Prospects—Recent Developments—Recent Developments Relating to Effects of COVID-19 on Our Business and Operations” for more information on the impact of certain measures being taken by the governments of the countries in which we operate regarding temporary closures of our operating facilities to stop the spread of COVID-19.

We may fail to secure certain materials required to run our business.

We increasingly use in most of our business certain by-products of industrial processes produced by third parties, such as pet coke, fly ash, slag and synthetic gypsum, among others, as well as natural resources such as water. While we are not dependent on our suppliers and we try to secure the supply of the required materials, products or resources through long-term renewable contracts and framework agreements, which allow us to better manage supplies. Short-term contracts are entered into in certain countries where we operate. Should existing suppliers cease operations or reduce or eliminate production of these by-products, or should for any reason any suppliers not be able to deliver to us the contractual quantities, or should laws and/or regulations in any region or country limit the access to these materials, products or resources, sourcing costs for these materials could increase significantly or require us to find alternative sources for these materials, which could have a material adverse effect on our business, financial condition, liquidity, results of operations and prospects. In particular, scarcity and quality of natural resources (such as water and aggregates reserves) in some of the countries where we operate could have a material adverse effect on our operations, costs and results of operations. See “Item 3—Key Information—COVID-19 Outbreak” for more information on the impact of COVID-19 on supply chains.

We may not be able to realize the expected benefits from any acquisitions or joint ventures, some of which may have a material impact on our business, financial condition, liquidity and results of operations.

Our ability to realize the expected benefits from any acquisitions, joint ventures, investments or partnerships depends, in large part, on our ability to integrate acquired operations with our existing operations in a timely and effective manner or on our ability to impact financial results or operations of or properly manage, together with any partners, any joint venture business, partnership or other business where we hold an investment. These

efforts may not be successful. Although we have disposed of assets in the past and may continue to do so to reduce our overall leverage and rebalance our portfolio, the 2017 Facilities Agreement and other debt instruments restrict our ability to acquire assets and enter into joint ventures. We may in the future acquire new operations or enter into joint ventures or investments and integrate such operations or assets into our existing operations, and some of such acquisitions, joint ventures or investments may have a material impact on our business, financial condition, liquidity and results of operations. We cannot assure you that we will be successful in identifying or acquiring suitable assets in the future, or that the terms under which we may acquire any assets or enter into joint ventures in the future would be favorable to us or that we will be able to find suitable partners for our joint ventures at all. If we fail to achieve any anticipated cost savings from any acquisitions, joint ventures or investments, our business, financial condition, liquidity and results of operations could be materially and adversely affected.

High energy and fuel costs may have a material adverse effect on our operating results.

Energy and fuel costs represent an important part of our overall cost structure. The price and availability of energy and fuel are generally subject to market volatility and, therefore, may have an adverse impact on our costs and operating results. Furthermore, if third-party suppliers fail to provide to us the required amounts of energy or fuel under existing agreements, we may need to acquire energy or fuel at an increased cost from other suppliers, without being reimbursed for the increased costs by the committed supplier, to fulfill certain contractual commitments with third parties or for use in our operations. In addition, governments in several of the countries in which we operate are working to reduce energy subsidies, introduce or tighten clean energy obligations or impose new excise taxes and carbon emission caps, which could further increase energy costs and have a material adverse effect on our business, financial condition, liquidity and results of operations.

Furthermore, if our efforts to increase our use of alternative fuels are unsuccessful, due to their limited availability, price volatility or otherwise, we would be required to use traditional fuels, which may increase our energy and fuel costs and could have a material adverse effect on our business, financial condition, liquidity and results of operations. See “Item 4—Information on the Company—Regulatory Matters and Legal Proceedings—Environmental Matters—Mexico” and “Item 5—Operating and Financial Review and Prospects—Recent Developments—Recent Developments Relating to Our Regulatory Matters and Legal Proceedings—Environmental Matters—Mexico” for a description of certain changes in the laws and regulations governing the energy, electricity and hydrocarbons sectors which have been enacted or are undergoing constitutional challenges, and which may result in increased costs for our business, which may in turn have a material adverse effect on our business, financial condition, liquidity and results of operations.

See “Item 3—Key Information—COVID-19 Outbreak” for more information on the impact of COVID-19 on energy and fuel costs, in particular the decrease in the price of oil.

The introduction of substitutes for cement, ready-mix concrete or aggregates into the market and the development of new construction techniques and technologies could have a material adverse effect on our business, financial condition, liquidity and results of operations.

Materials such as plastic, aluminum, ceramics, glass, wood and steel can be used in construction as a substitute for cement, ready-mix concrete or aggregates. In addition, other construction techniques, such as the use of dry wall, and the integration of new technologies in the construction industry, such as 3-D printing, mini-mills and mobile plants, and changes in housing preferences could adversely impact the demand and price for our cement, ready-mix concrete and/or aggregates. Furthermore, research aimed at developing new construction techniques and modern materials and digitalizing the construction industry may introduce new products and technologies in the future that could reduce the demand for and prices of our products.

We operate in highly competitive markets with numerous players employing different competitive strategies and if we do not compete effectively, our revenues, market share and results of operations may be affected.

The markets in which we operate are highly competitive and are served by a variety of established companies with recognized brand names, as well as new market entrants and increasing imports. Companies in these markets compete based on a variety of factors, often employing aggressive pricing strategies to gain market share. We compete with different types of companies based on different factors in each market. For example, in the relatively consolidated cement and ready-mix concrete industries, we generally compete based on quality, client segmentation, value proposition, and superior customer experience. In the more fragmented market for aggregates, we generally compete based on capacity and price for our products and our customer centric culture. In certain areas of the markets in which we compete, some of our competitors may be more established, benefit from greater brand recognition or have greater manufacturing and distribution channels and other resources than we do. In addition, if our competitors were to combine, they may be able to compete more effectively with us, and they may also dispose of assets, which could lead to new market entrants, increasing competition in our markets. For example, Ireland's CRH plc ("CRH") has made a variety of acquisitions in North America in the past few years, the most important of which was the acquisition of Ash Grove Cement Company in 2018. These transactions have given CRH a considerably more prominent position in the North America cement market and, according to CRH, has allowed for greater vertical integration with their existing aggregates, asphalt and ready-mix concrete businesses. In Mexico, one of our key markets, competitors have focused mainly on organic growth. For example, Elementia (*Cementos Fortaleza*) expanded its installed cement production capacity at its plant in Tula, Hidalgo by 1.5 million tons per year in 2017 and in 2020, inaugurated a plant in Yucatán with a production capacity of up to 250,000 tons of cement per year. More recently in 2021, LafargeHolcim closed its acquisition of Firestone Building Products, which could result in an increase in the number of products and solutions competing with our Urbanization Solutions core business in certain markets. In addition, if any of our major competitors divest assets in different parts of the world, this may lead to increased competition in the markets in which we operate. It is unclear how competitors that could potentially acquire those assets will compete in the markets in which we operate. Some may use aggressive competitive strategies based on imports and pricing that could be damaging to our industry's profitability and, as a consequence, our results of operations. In addition, asset optimization by buyers of the disposed assets could result in an operational cost advantage.

As a result, if we are not able to compete effectively, we may continue to lose market share, potentially substantially, in the countries in which we operate, and our revenues could decline or grow at a slower rate and our business and results of operations would be harmed, which could have a material adverse effect on our business, financial condition, liquidity and results of operations.

A substantial amount of our total assets consists of intangible assets, including goodwill. We have recognized charges for goodwill impairment in the past and in 2020, and if market or industry conditions deteriorate further, additional impairment charges may be recognized.

Our 2020 audited consolidated financial statements, included elsewhere in this annual report, have been prepared in accordance with IFRS as issued by the IASB, under which goodwill is not amortized and is tested for impairment. Tests for impairment are carried out when indicators exist or at least once a year during the fourth quarter of each year and are performed by determining the recoverable amount of the groups of cash-generating units ("CGUs") to which goodwill balances have been allocated. The recoverable amount of CGUs consist of the higher of such groups of cash-generating units' fair value, less cost to sell, and their corresponding value in use, represented by the discounted amount of estimated future cash flows expected to be generated by such groups of CGUs to which goodwill has been allocated. An impairment loss is recognized under IFRS if the recoverable amount is lower than the net book value of the groups of CGUs to which goodwill has been allocated within other expenses, net. We determine the discounted amount of estimated future cash flows over periods of five years. If the value in use of a group of CGUs to which goodwill has been allocated is lower than its corresponding carrying amount, we determine its corresponding fair value using methodologies generally

accepted in the markets to determine the value of entities, such as multiples of Operating EBITDA and/or by reference to market transactions.

Impairment tests are significantly sensitive to, among other factors, the estimation of future prices of our products, in the development of operating expenses, local and international economic trends in the construction industry, the long-term growth expectations in the different markets, as well as the discount rates and the growth rates in perpetuity applied. For purposes of estimating future prices, we use, to the extent available, historical data plus the expected increase or decrease according to information issued by trusted external sources, such as national construction or cement producer chambers and/or in governmental economic expectations. Operating expenses are normally measured as a constant proportion of revenues, following experience. However, such operating expenses are also reviewed considering external information sources in respect of inputs that behave according to international prices, such as oil and gas. We use specific pre-tax discount rates for each group of CGUs to which goodwill is allocated, which are applied to pre-tax cash flows. The amounts of estimated undiscounted cash flows are significantly sensitive to the growth rates in perpetuity applied. The higher the growth rate in perpetuity applied, the higher the amount of undiscounted future cash flows by group of CGUs obtained. Moreover, the amounts of discounted future cash flows are significantly sensitive to the weighted average cost of capital (discount rate) applied. The higher the discount rate applied, the lower the amount of discounted estimated future cash flows by group of CGUs obtained.

During the third quarter of 2020, due to the lack of visibility and high uncertainty resulting from the negative economic effects of the COVID-19 pandemic and considering the consolidation of impairment indicators in certain countries, we performed an impairment test of goodwill in the countries in which we operated that either held significant balances or had been most affected by the COVID-19 pandemic using the best information available to us, including updated discount rates, long-term growth rates, and revised cash flow projections for those countries falling within the aforementioned criteria. We recognized a non-cash impairment charge of $1,020 million from goodwill related to our business in the United States. We consider that, as the effects and duration of such pandemic may extend, there could be significant adverse effects in the future in connection with impairment of long-lived assets including goodwill. For the years ended December 31, 2018 and 2019, we did not determine any goodwill impairments. See notes 7 and 16.2 to our 2020 audited consolidated financial statements included elsewhere in this annual report.

Considering the important role that economic factors play in testing goodwill for impairment, we cannot assure that any downturn in the economies where we operate will not necessitate further impairment tests and a possible downward readjustment of our goodwill for impairment under IFRS. Such an impairment test could result in impairment charges which could be material to our financial statements, which could have a material adverse effect on our financial condition.

We are subject to litigation proceedings, including government investigations relating to corruption and antitrust proceedings, that could harm our business and our reputation.

From time to time, we are and may become involved in litigation, investigations and other legal or administrative proceedings relating to claims arising from our operations, either in the normal course of business or not, or arising from violations or alleged violations of laws, regulations or acts. As described in, but not limited to, “Item 4—Information on the Company—Regulatory Matters and Legal Proceedings,” as of December 31, 2020, we were subject to a number of significant legal proceedings, including, but not limited to, an SEC investigation concerning a new cement plant being built by CEMEX Colombia S.A. (“CEMEX Colombia”) in the Municipality of Maceo in the department of Antioquia, Colombia (the “Maceo Plant”), as well as an investigation from the United States Department of Justice (the “DOJ”) mainly relating to our operations in Colombia and other jurisdictions, and antitrust investigations in countries in which we operate, including by the DOJ in the territorial United States. In addition, our main operating subsidiary in Egypt, Assiut Cement Company (“ACC”), is involved in certain Egyptian legal proceedings relating to the acquisition of ACC. Investigations and litigation, and in general any legal or administrative proceedings, are subject to inherent uncertainties and

unfavorable rulings may occur. We cannot assure you that these or any of our other regulatory matters and legal proceedings, including any that may arise in the future, will not harm our reputation or materially affect our ability to conduct our business in the manner that we expect or otherwise materially adversely affect us should an unfavorable ruling occur, which could have a material adverse effect on our business, financial condition, liquidity and results of operations.

Failure to maintain effective internal control over financial reporting could result in material misstatements in our financial statements which could negatively impact the market price of our stock.

We cannot assure you that our internal control over financial reporting will be effective in the future or that a material weakness will not be discovered with respect to a prior period for which we had previously believed that our internal control over financial reporting was effective. Our management is responsible for establishing and maintaining adequate internal control over financial reporting (as defined in Rule 13a-15(f) under the Securities Exchange Act of 1934, as amended (the "Exchange Act")). Internal control over financial reporting refers to a process designed by, or under the supervision of, the Chief Executive Officer (the "CEO") and Executive Vice President of Finance and Administration/Chief Financial Officer (the "CFO") and effected by CEMEX, S.A.B. de C.V.'s board of directors and our management to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. As of December 31, 2018, 2019 and 2020, our management and our independent registered public accounting firm concluded that our internal controls over financial reporting were operating effectively. However, we cannot assure you that material weaknesses will not be identified in the future, which could result in material misstatements in our financial statements or a failure to meet our reporting obligations. This, in turn, could negatively impact our business and operating results, access to capital markets, the market price of our shares and our ability to remain listed on the NYSE.

Our operations are subject to environmental laws and regulations.

Our operations are subject to a broad range of environmental laws and regulations in each of the jurisdictions in which we operate. These laws and regulations impose stringent environmental protection standards regarding, among other things, air emissions, land use and biodiversity, use of alternative fuels, water availability, wastewater discharges, the use and handling of hazardous waste or materials, waste management practices and the remediation of environmental impact of our operations. These laws and regulations expose us to the risk of substantial environmental costs and liabilities, including taxes, higher investment in equipment and technology, fines and other sanctions, the payment of compensation to third parties, remediation costs, business disruption and damage to reputation. Moreover, the enactment of stricter laws and regulations, stricter interpretation of existing laws or regulations or new enforcement initiatives, may impose new risks or costs on us or result in the need for additional investments, which could result in a material decline in our profitability. Such may be the case, for example, if policy derived from Executive Order 14008, Tackling the Climate Crisis at Home and Abroad, signed by U.S. President Joe Biden on January 27, 2021, results in new regulatory or legislative initiatives relating to climate change, the application of regulatory criteria in relation to environmental matters stricter than that currently being applied, or in preferential treatment regarding pricing, contracting, the granting of operational permits or other economic activities being given to entities which may have environmental standards that are stricter than ours.

In late 2010, the United States Environmental Protection Agency ("EPA") issued the final Portland Cement National Emission Standard for Hazardous Air Pollutants ("Portland Cement NESHAP") under the federal Clean Air Act ("CAA"). This rule required Portland cement plants to limit mercury emissions, total hydrocarbons, hydrochloric acid and particulate matter by September 2013. The rule was challenged in federal court, and in December 2011, the D.C. Circuit Court of Appeals remanded the Portland Cement NESHAP to EPA and directed the agency to recompute the standards. In February 2013, EPA issued a revised final Portland Cement NESHAP rule that relaxed emissions limits for particulate matter and moved the compliance deadline to September 2015. In April 2013, environmental groups again challenged the revised Portland Cement NESHAP rule in federal

court. In April 2014, the D.C. Circuit issued a ruling upholding both the revised particulate matter emission limits and the September 2015 compliance deadline. While we expect to meet all emissions standards imposed by the Portland Cement NESHAP, failure to do so could have a material adverse impact on our business operations, liquidity and financial condition; however, we expect that such impact would be consistent with the impact on the cement industry as a whole.

In February 2013, EPA issued revised final emissions standards under the CAA for commercial and industrial solid waste incinerators ("CISWI"). Under the CISWI rule, if a material being used in a cement kiln as an alternative fuel is classified as a solid waste, the plant must comply with CISWI standards. The CISWI rule covers nine pollutants and imposes potentially more stringent emissions limits on certain pollutants that also are regulated under the Portland Cement NESHAP. EPA received petitions to further reconsider certain provisions of the 2013 CISWI rule. EPA granted reconsideration on four specific issues and finalized the reconsideration of the CISWI rule in June 2016. The 2013 CISWI rule was also challenged by both industrial and environmental groups in federal court. In July 2016, the D.C. Circuit issued a ruling upholding most of the rule and remanding several portions to EPA for further consideration. EPA has not issued a revised final rule after remand, but the portions of the rule upheld on appeal are final and in effect. The final CISWI rule established a compliance date of February 2018, which was not impacted by the appeal. If kilns at CEMEX plants in the United States are determined to be CISWI kilns due to the use of certain alternative fuels, the emissions standards imposed by the CISWI rule could have a material impact on our business operations.

Under certain environmental laws and regulations, liability associated with investigation or remediation of hazardous substances can arise at a broad range of properties, including properties currently or formerly owned or operated by CEMEX, as well as facilities to which we sent hazardous substances or wastes for treatment, storage or disposal, or any areas affected while we transported any hazardous substances or wastes. Such laws and regulations may apply without regard to causation or knowledge of contamination. We occasionally evaluate various alternatives with respect to our facilities, including possible dispositions or closures. Investigations undertaken in connection with these activities (or ongoing operational or construction activities) may lead to hazardous substance releases or discoveries of historical contamination that must be remediated, and closures of facilities may trigger compliance requirements that are not applicable to operating facilities. While compliance with these laws and regulations has not materially adversely affected our operations in the past, we cannot assure you that these requirements will not change, and that compliance will not adversely affect our operations in the future. Furthermore, we cannot assure you that existing or future circumstances or developments with respect to the impact of our operations will not require us to make significant remediation or restoration expenditures, which could have a material adverse effect on our business, financial condition, liquidity and results of operations.

The cement manufacturing process requires the combustion of large amounts of fuel and creates CO_2 as a by-product of the calcination process. Therefore, efforts to address climate change through federal, state, regional, EU and international laws and regulations requiring reductions in emissions of greenhouse gases ("GHGs") can create economic risks and uncertainties for our business. Such risks could include the cost of purchasing allowances or credits to meet GHG emission caps, the cost of paying higher energy costs or new CO_2-related taxes, the cost of installing equipment, adopting new technologies and employing non-clinker cementitious materials and other processes to reduce emissions to comply with GHG limits or required technological standards, decreased profits or losses arising from decreased demand for our goods and higher production costs resulting directly or indirectly from the imposition of legislative or regulatory controls. To the extent that financial markets view climate change and GHG emissions as a financial risk or that certain laws and regulations limit our access to the financial markets or financial products due to environmental considerations, this could have a material adverse effect on our cost of and access to capital. Given the uncertain nature of the actual or potential statutory and regulatory requirements for GHG emissions at the federal, state, regional, EU and international levels, we cannot predict the impact on our operations or financial condition or make a reasonable estimate of the potential costs to us that may result from such requirements. However, the impact of any such requirements, whether individually or cumulatively, could have a material economic impact on our

operations in the United States and in other countries where we operate. For more information on certain laws and regulations addressing climate change that we are, or could become, subject to, and the impacts to our operations arising therefrom, see "Item 4—Information on the Company—Regulatory Matters and Legal Proceedings—Environmental Matters."

As part of our insurance-risk governance approach, from time to time we evaluate the need to address the financial consequences of environmental laws and regulations through the purchase of insurance. As a result, we do arrange certain types of environmental impairment insurance policies for both site-specific, as well as multi-site locations. We also organize non-specific environmental impairment insurance as part of the provision of a broader corporate insurance strategy. These latter insurance policies are designed to offer some assistance to our financial flexibility to the extent that the specifics of an environmental incident could give rise to a financial liability. However, we cannot assure you that a given environmental incident will be covered by the environmental insurance we have in place, or that the amount of such insurance will be sufficient to offset the liability arising from the incident. Any such liability may be deemed to be material to us and could have a material adverse effect on our business, financial condition, liquidity, results of operations and reputation.

We are an international company and are exposed to risks in the countries in which we have operations or interests.

We are dependent, in large part, on the economies of the countries in which we market our products and services. The economies of these countries are in different stages of socioeconomic and political development. Consequently, like many other companies with significant international operations, we are exposed to risks from, among other things, changes in economic growth, foreign currency exchange rates, interest rates, inflation, oil prices, trade policy, government policies, regulatory framework, social instability and other political, economic or social developments, including the outbreak of disease or similar public threats, such as the COVID-19 pandemic, that may materially affect our business, financial condition, liquidity and results of operations.

As of December 31, 2020, our operations were mostly in Mexico, the United States, certain countries in the EMEAA region and the SCA&C region (as described in "Item 4—Information on the Company—Business Overview").

For a geographic breakdown of our revenues for the year ended December 31, 2020, see "Item 4—Information on the Company—Geographic Breakdown of Revenues by Reporting Segment for the Year Ended December 31, 2020."

In recent years, concerns over global economic conditions, protectionist trade policies, oil prices, energy costs, climate change, geopolitical issues, political uncertainty, social instability, the availability and cost of credit, the COVID-19 pandemic and the international financial markets have contributed to economic uncertainty and reduced expectations for the global economy.

Political events and social unrest have impacted the business and economic environment in the United States and beyond. Chiefly among them, the 2020 U.S. presidential and senatorial election, which resulted in the election of President Joe Biden and the Democratic Party assuming control of Congress, was followed by protests, security threats and other politically motivated turmoil. Other events, such as riots and mass protests that occurred throughout 2020 and continue to occur in 2021, have negatively affected and could continue to affect business continuity and political stability. We cannot assure that these challenges, which have caused and may continue to cause disruptions to our operations, our business, financial condition, liquidity and results of operations, will not continue in the future. Furthermore, the new administration could impose regulations and/or taxes reaching further than those currently in effect. We are not certain if any such regulations and/or taxes will be imposed or not; and, in the event they are imposed, if costs and expenses which may be incurred in order to comply with such regulations and/or taxes would have a material adverse effect on our business, financial condition, liquidity and results of operations.

In Mexico, several policies and regulations issued since the beginning of the current administration, as well as certain legislative proposals, differ substantially from those in effect in previous administrations. Furthermore, certain changes in the laws and regulations governing the energy, electricity and hydrocarbons sectors have been enacted or are under consideration for approval or undergoing constitutional challenges. See "Item 4—Information on the Company—Regulatory Matters and Legal Proceedings—Environmental Matters—Mexico" and "Item 5—Operating and Financial Review and Prospects—Recent Developments—Recent Developments Relating to Our Regulatory Matters and Legal Proceedings—Environmental Matters—Mexico" for a description of such changes in the laws and regulations governing the energy, electricity and hydrocarbons sectors which have been enacted or are undergoing constitutional challenges. We are not certain if such laws and regulations undergoing constitutional challenges will prevail. These and any other policies, laws and regulations which are further adopted could result in a deterioration of investment sentiment, political and economic uncertainty, and increased costs for our business, which may in turn have a material adverse effect on our business, financial condition, liquidity and results of operations.

Any political or commercial uncertainty in the United Kingdom which may arise from Brexit and the resulting changes in its relationship with the EU or other key partners, including the United States, with which the United Kingdom must renegotiate trade or other agreements, could have a material adverse effect on our business, financial condition, liquidity and results of operations, particularly in the United Kingdom. In addition, the upcoming general election in Germany, to be held on September 26, 2021, will mark the end of Angela Merkel's 16-year tenure and could bring important political and policy changes for the country and the EU. It is not certain what impact this election will have on Germany or any of the EU countries in which we operate, but the consequences of this election could materially impact our business, financial condition, liquidity and results of operations, in Germany and the EU.

Our operations in Egypt, the United Arab Emirates ("UAE") and Israel have experienced instability as a result of, among other things, political instability, civil unrest, terrorism, extremism, deterioration of general diplomatic relations and changes in the geopolitical dynamics in the region. There can be no assurances that political turbulence in Israel, Egypt, Iran, Iraq, Syria, Libya, Yemen and other countries in Africa, the Middle East and Asia will abate in the future or that neighboring countries (e.g. the United Arab Emirates) will not be drawn further into conflict or experience instability. In addition, some of our operations are or may be subject to political risks, such as confiscation, expropriation and/or nationalization, as for example was the case of our past operations in Venezuela and is currently the case in Egypt. See "Item 4—Information on the Company—Regulatory Matters and Legal Proceedings—Other Legal Proceedings—Egypt Share Purchase Agreement."

Our operations are also exposed to the Israeli-Palestinian conflict. Confrontations between the Israeli Defense Force and Palestinians in the Gaza Strip have continued generating sporadic events of violence in the region. Progress on peace continues to be stalled, despite efforts from third parties (including the United States and the United Nations) to reach an agreement. As of the date of this annual report, the parties continued to portray opposite views over the contested territory and neither side is expected to make concessions in the near future. If the conflict escalates, it could have a negative impact on the geopolitics and economy of the region, which in turn could adversely affect our operations, financial condition, liquidity and results of operations. Furthermore, Israel has been immersed in a domestic political crisis which led the country to hold its fourth general election in two years in March 2021. The election resulted in another inconclusive parliament, which could complicate the formation of a stable government and limit policy making. The political instability in the country could have an adverse effect on our business, financial condition, liquidity, and results of operations.

In the Middle East, Iran's nuclear capabilities and political stance pose a significant security and terrorism risk, mainly for Israel and other allies of the United States in the region. The new U.S. administration is expected to seek to renew negotiations with Iran to restore the Joint Comprehensive Plan of Action (commonly known as the Iran Nuclear Deal) and limit Iran's nuclear capabilities. In addition, the ongoing civil war in Syria could continue to have a negative economic and security impact in the region. Also, Qatar has been in conflict with its neighbors and fellow members of the Gulf Cooperation Council ("GuCC") (consisting of the UAE, Saudi Arabia,

Bahrain and Egypt) due to Qatar's foreign policy supporting the Muslim Brotherhood of Egypt and Hamas in Palestine. Such tensions resulted in GuCC members cutting diplomatic ties with and imposing an economic blockade on Qatar beginning in 2017. On December 2020, an agreement was reached to end the blockade and pave the way for Qatar to formally rejoin the GuCC. Despite the steps taken to resolve the conflict, further tensions among members of the GuCC cannot be discounted. Increased tensions in the Middle East could pose the risk of full military action and could have a material adverse effect on our business, financial condition, liquidity and results of operations, most importantly in Israel and the UAE.

In Asia, pro-democracy protests and demands, mainly in Hong Kong, ongoing disputes between North and South Korea, as well as territorial disputes among several Southeast Asian countries and China in the South China Sea continue to be a cause for social, economic and political uncertainty and instability in the region. A major outbreak of hostilities or political upheaval in China, Taiwan, North Korea, South Korea, Hong Kong or any other Asian nation could adversely affect the global economy, which could have a material adverse effect on our business, financial condition, liquidity or results of operations. In addition, global trade and supply chain dynamics have been impacted by the U.S.-China trade conflict. The trade conflict between the world's two largest economies has the potential to affect the global economy and financial markets to an extent that could have a material adverse effect on our business, financial condition, liquidity and results of operations.

In Latin America, discontent with politicians, corruption, poverty, and inequality have been cause for numerous protests and general social unrest. Despite COVID-19 pandemic lockdowns, protests have sparked throughout the region in countries such as Haiti, Colombia, Guatemala, Costa Rica, Peru and others. In addition, the region continues to be affected by Venezuela's economic and political crisis, which has had a major impact on the regional economy and poses an important economic, social and security risk.

There have been terrorist attacks and ongoing threats of future terrorist attacks in countries in which we operate. We cannot assure you that there will not be new attacks or threats that will cause any damage to our operating units and facilities or locations, or harm any of our employees, including members of CEMEX, S.A.B. de C.V.'s board of directors or senior management, or lead to an economic contraction, financial markets volatility or erection of material barriers to trade in any of our markets. An economic contraction in any of the markets where we operate could affect domestic demand for our products, which could have a material adverse effect on our business, financial condition, liquidity and results of operations.

As part of our risk governance approach, from time to time we evaluate the need to address the financial consequences of political or social risk through the purchase of insurance. As a result, we purchase certain types of political risk insurance policies for selected countries where we operate and which are exposed to political turmoil, geopolitical issues or political uncertainty. These insurance policies are designed to offer some assistance to our financial flexibility to the extent that the specifics of a political incident could give rise to a financial liability. However, we cannot assure you that a given social or political event and possible changes in government policies will be covered by the political risk insurance policies we have in place, or that the amount of such insurance will be sufficient to offset the liability arising from such applicable events. Any such liability could have a material adverse effect on our business, financial condition, liquidity and results of operations.

In addition, the COVID-19 pandemic and its impact on supply chains, global trade, people mobility, business continuity, demand for products and services and oil prices, among other things, caused a deep global recession in 2020 and continues causing uncertainty regarding future economic growth. Even though some governments and central banks have announced and implemented monetary and fiscal policies to curb the potential impact of the COVID-19 pandemic on the economies and financial markets, these measures vary by country and may not be enough to deter material adverse economic and financial effects. Economic recovery is dependent on, among other factors, the availability and rollout of vaccines and other cures or treatments, their efficacy against COVID-19 and new virus mutations, and how quickly countries are able to bring the COVID-19 pandemic under control. Fears about the magnitude of the economic downturn have had and may continue to have a negative impact on financial markets and emerging market currencies, which in turn have impacted and may continue to impact our results of operations and financial condition.

As of the date of this annual report, the wide-spread of the COVID-19 pandemic has impacted and may continue to impact our business in some of the markets where we operate. Many of our operations have been and may continue to be impacted by governments' decisions to suspend or restrict certain activities which may or may not include those carried out by us or to impose social distancing protocols which may cause lower production in our facilities, as well as by lower demand for our products. In Mexico, we are operating in accordance with technical guidelines defined by the Mexican government. In the South and Central America and the Caribbean region, with the exception of Costa Rica, Nicaragua and Haiti, our operations have been temporarily affected. In Europe, the Middle East, Africa and Asia, the main impacts have been felt in Spain and the Philippines, where our operations are running on a limited basis. Other countries have taken a toll on the market side, with drops in demand which have ended up in some temporary site closures. In the United States, except for a few ready-mix concrete plants in the San Francisco area that were temporarily shut down, other than sites that have been idled for operational reasons, all sites that were operating before the COVID-19 pandemic are active.

While the impact and duration of the COVID-19 pandemic are highly uncertain and remain unclear, we have undertaken several measures to maximize the protection and health of our employees, communities, third parties and other stakeholders while reinforcing our business strength and financial resilience across our markets. However, if the COVID-19 pandemic is not contained or continues to escalate, it could potentially have a material adverse effect on our business, financial condition, liquidity and results of operations.

Our operations and ability to source products and materials can be affected by adverse weather conditions and natural disasters.

Construction activity, and thus demand for our products, decreases substantially during periods of cold weather, when it snows or when heavy or sustained rainfalls occur, or generally, in any rainy and snowy weather. Consequently, demand for our products is significantly lower during the winter or raining and snowing seasons in the countries in which we operate and do business. Generally, winter weather in our European and North American operations significantly reduces our first quarter sales volumes, and to a lesser extent our fourth quarter sales volumes. Sales volumes in these and similar markets generally increase during the second and third quarters because of normally better weather conditions. However, high levels of rainfall and/or snow can also adversely affect our operations during these periods, as well as our access to products and materials used in our operations (as was the case in 2018 with regard to our operations in the Philippines, which was exacerbated by a natural landslide that affected our operations in the country). Natural disasters such as the earthquake in Mexico and Hurricanes Harvey and Irma in the United States in 2017 could have a negative impact on our sales volumes, which could also have a material adverse effect on our results of operations. Our operations in Florida and Texas, the Caribbean and certain parts of the Gulf of Mexico are particularly exposed to hurricanes and similar weather events. This decrease in sales volumes is usually counterbalanced by the increase in the demand for our products during the reconstruction phase, unless any of our operating units or facilities are impacted by the natural disaster. Such adverse weather conditions and natural disasters can have a material adverse effect on our business, financial condition, liquidity and results of operations if they occur with unusual intensity, during abnormal periods, or last longer than usual in our major markets, or if they cause scarcity and increases in the cost of the products we need to run our business, especially during peak construction periods.

We could be adversely affected by any significant or prolonged disruption to our production facilities.

Any prolonged and/or significant disruption to our production facilities, whether due to repair, maintenance or servicing, governmental or administrative actions, regulatory issues, civil unrest, industrial accidents, unavailability or excessively high cost of raw materials such as energy to the point of making it inefficient to run our production facilities, mechanical equipment failure, human error, natural disaster, cyberattack to our systems, public health threat or otherwise, could disrupt and adversely affect our operations. Additionally, any major or sustained disruptions in the supply of utilities such as water, gas or electricity or any fire, flood, earthquake, hurricane, volcanic eruption, landslide, blizzard or other natural calamities or communal unrest or acts of

terrorism may disrupt our operations or damage our production facilities or inventories and could have a material adverse effect on our business, financial condition, liquidity and results of operations.

We typically shut down our facilities to undertake maintenance and repair work at scheduled intervals. Although we schedule shutdowns such that not all our facilities are shut down at the same time, the unexpected shutdown or closure of any facility may nevertheless materially affect our business, financial condition, liquidity and results of operations from one period to another. See “Item 3—Key Information—COVID-19 Outbreak” and “Item 5—Operating and Financial Review and Prospects—Recent Developments—Recent Developments Relating to Effects of COVID-19 on Our Business and Operations” for more information on government measures to temporarily suspend some of our operations to stop the spread of COVID-19.

Activities in our business can be hazardous and can cause injury to people or damage to property in certain circumstances.

Most of our production facilities and units, as well as mineral extraction locations, require individuals to work with chemicals, equipment and other materials that have the potential to cause fatalities, harm and injury when used without due care. An accident or injury that occurs at our facilities could result in disruptions to our business and operations and could have legal and regulatory, as well as reputational, consequences. As a result, we may be required to compensate such individuals or incur other costs and liabilities, any and all of which could have a material adverse impact on our reputation, business, financial condition, liquidity, results of operations and prospects.

Additionally, cement production raises a number of health and safety issues. As is the case with other companies in our industry, some of our aggregate products contain varying amounts of crystalline silica, a common mineral. Also, some of our construction and material processing operations release, as dust, crystalline silica that is in the materials being handled. Excessive, prolonged inhalation of very small-sized particles of crystalline silica has allegedly been associated with respiratory disease (including silicosis). As part of our annual due diligence, we work with our stakeholders to verify that certain health and safety protocols are in place with regards to the management of silica and its health effects, as well as in relation to other substances and products. Nonetheless, any health issues related to cement and aggregates production can result in future claims related to exposure to these products or substances, which could have a material adverse impact on our reputation, business, financial condition, liquidity, results of operations and prospects.

Other health and safety issues related to our business include: burns arising from contact with hot cement kiln dust or dust on preheater systems; airborne hazards related to our aggregates mining activities; noise, including from chutes and hoppers, milling plants, exhaust fans and blowers; the potential for dioxin formation if chlorine-containing alternative fuels are introduced into kilns; plant cleaning and maintenance activities involving working at height or in confined or other awkward locations, and the storage and handling of coal, pet coke and certain alternative fuels, which, in their finely ground state, can pose a risk of fire or explosion; and health hazards associated with operating ready-mix concrete trucks. We may also be exposed to liability resulting from injuries or fatalities involving third-party service providers, such as drivers for our suppliers when delivering products or services to us. While we actively seek to minimize the risk posed by these issues, personal injury claims may be made, and substantial damages awarded, against us, which could have a material adverse impact on our reputation, business, financial condition, liquidity and results of operations. Additionally, we may also be required to change our operational practices, involving material capital expenditure.

Labor activism and unrest, or failure to maintain satisfactory labor relations, could adversely affect our results of operations.

Labor activism and unrest may adversely affect our operations and thereby adversely affect our business, financial condition, liquidity, results of operations and prospects. Although most of our significant operations have not been affected by any significant labor disputes in the past, we cannot assure you that we will not

experience labor unrest, activism, disputes or actions in the future, including as a result of labor laws and regulations that have recently been enacted or that could come into effect in the future, some of which may be significant and could adversely affect our business, financial condition, liquidity, results of operations and prospects. For example, the activity of labor unions in Mexico is expected to increase, as a result of a law that permits unions to actively seek sponsorship of collective bargaining agreements. For a description of our most relevant collective bargaining agreements, see "Item 6—Directors, Senior Management and Employees—Employees."

Increases in liabilities related to our pension plans could adversely affect our results of operations.

We have obligations under defined benefit pension and other benefit plans in certain countries in which we operate, mainly in North America and Europe. Our actual funding obligations will depend on benefit plan changes, government regulations and other factors, including changes in longevity and mortality statistics. Due to the large number of variables and assumptions that determine pension liabilities and funding requirements, which are difficult to predict because they change continuously as demographics evolve, despite the fact that we support our projections with studies by external actuaries. We have a net projected liability recognized in our statement of financial position as of December 31, 2020 of $1,339 million. The future cash funding requirements for our defined benefit pension plans and other post-employment benefit plans could significantly differ from the amounts estimated as of December 31, 2020. If so, these funding requirements, as well as our possible inability to properly fund, and/or provide sufficient guarantees for, such pension plans if we are unable to deliver the cash or equivalent funding requirements, could have a material adverse effect on our business, financial condition, liquidity, results of operations and prospects. See note 19 to our 2020 audited consolidated financial statements included elsewhere in this annual report for a detailed description of our pension obligations.

Our insurance coverage may not cover all the risks to which we may be exposed.

Among others, we face the risks of fatalities and injury of our employees and contractors, loss and damage to our products, property and machinery due to, among other things, public health threats, fire, theft and natural disasters such as floods, and also face risks related to cyber-security related matters. Such events may cause a disruption to, or cessation of, our operations and business. While we believe that we have adequate and sufficient coverage, in line with industry practices, in some instances our insurance coverage may not be sufficient to cover all of our potential unforeseen losses and liabilities. In addition, our insurance coverage may not cover all the risks to which we may be exposed, such as all risks related to pandemics and/or epidemics (including COVID-19), and political risk. If our losses exceed our insurance coverage, or if we are not covered by the insurance policies we have taken up, we may be liable to cover any shortfall or losses. Our insurance premiums may also increase substantially because of such claims. Such circumstances could have a material adverse effect on our business, liquidity, financial condition and results of operations.

Our success depends on the leadership of CEMEX, S.A.B. de C.V.'s board of directors and on key members of our executive management team.

Our success depends largely on strategic vision and actions of CEMEX, S.A.B. de C.V.'s board of directors and on key members of our executive management team. The loss of some or all of CEMEX, S.A.B. de C.V.'s directors or our senior management could have a material adverse effect on our business, financial condition, liquidity and results of operations, as well as on our reputation. Although we have appointed new members to the board of directors in recent years (including to replace outgoing directors), we cannot assure you that one or more members of our board of directors will continue to change each year.

The execution of our business strategy also depends on our ongoing ability to attract and retain highly skilled employees. For a variety of reasons, particularly due to the competitive environment and the limited availability of skilled labor, we may not be successful in attracting and retaining the personnel we require. If we are unable to hire, train and retain qualified employees at a reasonable cost, we may be unable to successfully

operate our business or capitalize on growth opportunities and, as a result, our business, financial condition, liquidity and results of operations could be materially and adversely affected.

We are subject to anti-corruption, anti-bribery, anti-money laundering and antitrust laws and regulations in the countries in which we operate, some of which are considered high-risk countries. Any violation of any such laws or regulations could have a material adverse impact on our reputation, results of operations and financial condition.

We are subject to anti-corruption, anti-bribery, anti-money laundering, antitrust and other international laws and regulations and are required to comply with the applicable laws and regulations of the countries in which we operate, some of which, including Mexico, Jamaica, Trinidad and Tobago, Guyana, Colombia, Panama, Egypt, the Philippines, El Salvador, the Dominican Republic, Guatemala, Nicaragua, Croatia and Haiti, are considered high-risk countries with regard to corruption-related matters. In addition, we are subject to regulations on economic sanctions that restrict dealings with certain sanctioned countries, individuals and entities, including regulations administered by the United States of America, the United Kingdom, and the European Union, including export control regulations, economic sanctions and trade embargoes. Given the large number of contracts that we are a party to around the world, the geographic distribution of our operations and the great variety of actors that we interact with in the course of business, we are subject to the risk that our affiliates, employees, directors, officers, partners, agents and service providers may misappropriate our assets, manipulate our assets or information, make improper payments or engage in corruption, bribery, money laundering or other illegal activity; and, as a consequence, we may be held liable for such misconduct, even if we do not authorize such activities.

Although we have implemented policies and procedures, which includes training certain groups of our employees, seeking to ensure compliance with anti-corruption and related laws, there can be no assurance that our internal policies and procedures will be sufficient to prevent or detect all inappropriate practices, fraud or violations of law by our affiliates, employees, directors, officers, partners, agents and service providers or that any such persons will not take actions in violation of our policies and procedures. If we fail to fully comply with applicable laws and sanction regulations, the relevant government authorities of the countries where we operate have the power and authority to investigate us and, if it is the case, impose fines, penalties and remedies, which could cause us to lose clients, suppliers and access to debt and capital markets. Any violations by us, or the third parties we transact with, of anti-bribery, anti-corruption, anti-money laundering and antitrust laws or regulations could have a material adverse effect on our business, liquidity, reputation, results of operations and financial condition.

For further information regarding our ongoing proceedings with respect to anti-corruption laws, see “Item 3—Key Information—Risk Factors—Risks Relating to Our Business—We are subject to litigation proceedings, including government investigations relating to corruption and antitrust proceedings, that could harm our business and our reputation” and “Item 4—Information on the Company—Regulatory Matters and Legal Proceedings.”

Certain tax matters may have a material adverse effect on our cash flow, financial condition and net income, as well as on our reputation.

We are subject to certain tax matters, mainly in Colombia and Spain, that, if adversely resolved, may have a material adverse effect on our operating results, liquidity and financial position, as well as on our reputation. See notes 3.13 and 20.4 to our 2020 audited consolidated financial statements included elsewhere in this annual report, “Item 4—Information on the Company—Regulatory Matters and Legal Proceedings—Tax Matters—Colombia,” and “Item 4—Information on the Company—Regulatory Matters and Legal Proceedings—Tax Matters—Spain” for a description of the legal proceedings regarding these Colombian and Spanish tax matters, all included elsewhere in this annual report.

It may be difficult to enforce civil liabilities against us or the members of CEMEX, S.A.B. de C.V.'s board of directors, our senior management and controlling persons.

CEMEX, S.A.B. de C.V. is a publicly traded variable stock corporation (*sociedad anónima bursátil de capital variable*) organized under the laws of Mexico. Substantially all members of CEMEX, S.A.B. de C.V.'s board of directors and the majority of the members of our senior management reside in Mexico, and all or a significant portion of the assets of those persons may be, and a substantial part of our assets are, located outside the United States. As a result, it may not be possible for you to effect service of process within the United States upon such persons or to enforce against them or against us in U.S. courts judgments predicated upon the civil liability provisions of the federal securities laws of the United States. We have been advised by our General Counsel, Roger Saldaña Madero, that there is doubt as to the enforceability in Mexico, either in original actions or in actions for enforcement of judgments of U.S. courts, of civil liabilities predicated on the U.S. federal securities laws.

The protections afforded to shareholders in Mexico are different from those in the United States and may be more difficult to enforce.

Under Mexican law, the protections afforded to shareholders are different from those in the United States and countries in continental Europe. In particular, the legal framework and case law pertaining to directors' duties and disputes between shareholders and us, the members of CEMEX, S.A.B. de C.V.'s board of directors or our officers are less protective of shareholders under Mexican law than under U.S. and continental European law. Mexican law only permits shareholder derivative suits (i.e., suits for our benefit as opposed to the direct benefit of our shareholders) and there are procedural requirements for bringing shareholder derivative lawsuits, such as minimum holdings, which differ from those in effect in other jurisdictions. There is also a substantially less active plaintiffs' bar dedicated to the enforcement of shareholders' rights in Mexico than in the United States or Europe. As a result, in practice it may be more difficult for our shareholders to initiate an action against us or our directors or obtain direct remedies than it would be for shareholders of a U.S. company.

ADS holders may only vote the Series B shares represented by the CPOs deposited with the ADS depositary through the ADS depositary and are not entitled to vote the Series A shares represented by the CPOs deposited with the ADS depositary or to attend shareholders' meetings.

Any person acquiring CEMEX, S.A.B. de C.V.'s ADSs should be aware of the terms of the ADSs, the corresponding deposit agreement pursuant to which CEMEX, S.A.B. de C.V.'s ADSs are issued (the "Deposit Agreement"), the CPO Trust (as defined in the Deposit Agreement) and CEMEX, S.A.B. de C.V.'s by-laws. Under such terms, a holder of an ADS has the right to instruct the ADS depositary to exercise voting rights only with respect to Series B shares (as defined below) represented by the CPOs deposited with the depositary, but not with respect to the Series A shares (as defined below) represented by the CPOs deposited with the depositary. ADS holders will not be able to directly exercise their right to vote unless they withdraw the CPOs underlying their ADSs (and, in the case of non-Mexican holders, even if they do so, they may not vote the Series A shares represented by the CPOs) and may not receive voting materials in time to ensure that they are able to instruct the depositary to vote the CPOs underlying their ADSs or receive sufficient notice of a shareholders' meeting to permit them to withdraw their CPOs to allow them to cast their vote with respect to any specific matter. Holders of ADSs will not have the right to instruct the ADS depositary as to the exercise of voting rights in respect of Series A shares underlying CPOs held in the CPO Trust. Under the terms of the CPO Trust, Series A shares underlying CPOs held by non-Mexican nationals, including all Series A shares underlying CPOs represented by ADSs, will be voted by the Trustee (as defined in the Deposit Agreement), according to the majority of all Series A shares held by Mexican nationals and Series B shares voted at the meeting. In addition, the depositary and its agents may not be able to send out voting instructions on time or carry them out in the manner an ADS holder has instructed. As a result, ADS holders may not be able to exercise their right to vote and they may lack recourse if the CPOs underlying their ADSs are not voted as they requested. In addition, ADS holders are not entitled to attend shareholders' meetings. ADS holders will also not be permitted to vote the CPOs underlying the

ADSs directly at a shareholders' meeting or to appoint a proxy to do so without withdrawing the CPOs. If the ADS depositary does not receive voting instructions from a holder of ADSs in a timely manner such holder will nevertheless be treated as having instructed the ADS depositary to give a proxy to a person we designate, or at our request, the corresponding CPO trust's technical committee designates, to vote the Series B shares underlying the CPOs represented by the ADSs in his/her discretion. The ADS depositary or the custodian for the CPOs on deposit may represent the CPOs at any meeting of holders of CPOs even if no voting instructions have been received. The CPO trustee may represent the Series A shares and the Series B shares represented by the CPOs at any meeting of holders of Series A shares or Series B shares even if no voting instructions have been received. By so attending, the ADS depositary, the custodian or the CPO trustee, as applicable, may contribute to the establishment of a quorum at a meeting of holders of CPOs, Series A shares or Series B shares, as appropriate.

Non-Mexicans may not hold CEMEX, S.A.B. de C.V.'s Series A shares directly and must have them held in a trust at all times.

Non-Mexican investors in CEMEX, S.A.B. de C.V.'s CPOs or ADSs may not directly hold the underlying Series A shares, but may hold them indirectly through CEMEX, S.A.B. de C.V.'s CPO trust. Upon the early termination or expiration of the term of CEMEX, S.A.B. de C.V.'s CPO trust on September 6, 2029, the Series A shares underlying CEMEX, S.A.B. de C.V.'s CPOs held by non-Mexican investors must be placed into a new trust similar to the current CPO trust for non-Mexican investors to continue to hold an economic interest in such shares. We cannot assure you that a new trust similar to the CPO trust will be created or that the relevant authorization for the creation of the new trust or the transfer of our Series A shares to such new trust will be obtained. In that event, since non-Mexican holders currently cannot hold Series A shares directly, they may be required to sell all of their Series A shares to a Mexican individual or corporation, which could expose shareholders to a loss in the sale of the corresponding Series A shares and which may cause the price of CEMEX, S.A.B. de C.V.'s CPOs and ADSs to decrease.

Preemptive rights may be unavailable to ADS holders.

ADS holders may be unable to exercise preemptive rights granted to CEMEX, S.A.B. de C.V.'s shareholders, in which case ADS holders could be substantially diluted following future equity or equity-linked offerings. Under Mexican law, whenever CEMEX, S.A.B. de C.V. issues new shares for payment in cash or in kind, CEMEX, S.A.B. de C.V. is generally required to grant preemptive rights to CEMEX, S.A.B. de C.V.'s shareholders, except if the shares are issued in respect of a public offering or if the relevant shares underlie convertible securities. However, ADS holders may not be able to exercise these preemptive rights to acquire new shares unless both the rights and the new shares are registered in the United States or an exemption from registration is available. We cannot assure you that we would file a registration statement in the United States at the time of any rights offering. In addition, under Mexican Law currently in effect, the sale by an ADS depositary of preemptive rights and the distribution of proceeds from such sales to the holders of ADSs is not possible.

Selected Consolidated Financial Information

The financial data set forth below as of December 31, 2019 and 2020, and for each of the three years ended December 31, 2018, 2019 and 2020 have been derived from, and should be read in conjunction with, and are qualified in their entirety by reference to, our 2020 audited consolidated financial statements included elsewhere in this annual report.

Our 2020 audited consolidated financial statements included elsewhere in this annual report have been prepared in accordance with IFRS, which differ in significant respects from U.S. GAAP. The regulations of the SEC do not require foreign private issuers that prepare their financial statements on the basis of IFRS (as issued by the IASB) to reconcile such financial statements to U.S. GAAP.

Acquisitions and discontinued operations

The operating results of newly acquired businesses are consolidated in our financial statements beginning on the acquisition date. Therefore, all periods presented do not include operating results corresponding to newly acquired businesses before we assumed control. As a result, the financial data for the years ended December 31, 2018, 2019 and 2020 may not be comparable to that of prior periods.

On August 3, 2020, through an affiliate in the United Kingdom, we closed the sale of certain assets to Breedon Group plc ("Breedon") for an amount of $230 million, including $30 million of debt. The assets included 49 ready-mix plants, 28 aggregate quarries, four depots, one cement terminal, 14 asphalt plants, four concrete products operations, as well as a portion of our paving solutions business in the United Kingdom. After completion of this divestiture, we maintain a significant footprint in key operating geographies in the United Kingdom related with the production and sale of cement, ready-mix concrete, aggregates, asphalt and paving solutions, among others. As of December 31, 2019, the assets and liabilities associated with this segment in the United Kingdom were presented in the statement of financial position within the line items of "Assets held for sale," including a proportional allocation of goodwill of $47 million, and "Liabilities directly related to assets held for sale," respectively. Moreover, the operations related to this segment for the period from January 1 to August 3, 2020, which includes a loss on sale of $57 million net of the proportional allocation of goodwill mentioned above, and for the years ended December 31, 2017, 2018 and 2019 are presented in our statements of operations net of tax in the single line item "Discontinued operations."

On March 6, 2020, we concluded the sale of our U.S. affiliate Kosmos Cement Company ("Kosmos"), a partnership with a subsidiary of Buzzi Unicem S.p.A. in which we held a 75% interest, to Eagle Materials Inc. for $665 million. The share of proceeds to us from this transaction was $499 million before transactional and other costs and expenses. The assets that were divested consisted of Kosmos' cement plant in Louisville, Kentucky, as well as related assets which include seven distribution terminals and raw material reserves. As of December 31, 2019, the assets and liabilities associated with this sale in the United States were presented in the statement of financial position within the line items of "Assets held for sale," including a proportional allocation of goodwill of $291 million, and "Liabilities directly related to assets held for sale," respectively. Moreover, the operations related to this segment from January 1 to March 6, 2020, which includes a gain on sale of $14 million, net of the proportional allocation of goodwill mentioned above, and for the years ended December 31, 2017, 2018 and 2019 are presented in our statements of operations net of income tax in the single line item "Discontinued operations."

In January 2020, one of our subsidiaries in Israel acquired a ready-mix concrete products business ("Netivei Noy") from Ashtrom Industries for an amount in Shekels equivalent to $33 million. As of December 31, 2020, based on the preliminary valuation of the fair values of the assets acquired and liabilities assumed, the net assets of Netivei Noy amounted to $33 million and goodwill was determined in the amount of $2 million.

On June 28, 2019, after obtaining customary authorizations, we concluded with several counterparties the sale of our ready-mix and aggregates business in the central region of France for an aggregate price in Euro equivalent to $36 million. Our operations of these disposed assets in France for the period from January 1 to June 28, 2019, which includes a gain on sale of $17 million net of a proportional allocation of goodwill related to this reporting segment of $8 million, and for the years ended December 31, 2017 and 2018 are presented in the statements of operations net of income tax in the single line item "Discontinued operations."

On May 31, 2019, we concluded the sale of our aggregates and ready-mix assets in the North and North-West regions of Germany to GP Günter Papenburg AG for a price in Euro equivalent to $97 million. The assets divested in Germany consisted of four aggregates quarries and four ready-mix facilities in North Germany, and nine aggregates quarries and 14 ready-mix facilities in North-West Germany. Our operations of these disposed assets for the period from January 1 to May 31, 2019 which includes a gain on sale of $59 million, and for the year ended December 31, 2017 and 2018 are presented in the statements of operations net of income tax in the single line item "Discontinued operations."

On March 29, 2019, we closed the sale of our businesses in the Baltics and Nordics to the German building materials group Schwenk Zement KG ("Schwenk") for a price in Euro equivalent to $387 million. The Baltic assets divested consisted of one cement production plant in Broceni, Latvia with a production capacity of approximately 1.7 million tons, four aggregates quarries, two cement quarries, six ready-mix plants, one marine terminal and one land distribution terminal in Latvia. The assets divested also included our 37.8% indirect interest in one cement production plant in Akmene, Lithuania with a production capacity of approximately 1.8 million tons, as well as the exports business to Estonia. The Nordic assets divested consisted of three import terminals in Finland, four import terminals in Norway and four import terminals in Sweden. Our operations of these disposed businesses for the period from January 1 to March 29, 2019, which includes a gain on sale of $66 million, and for the years ended December 31, 2017 and 2018 are presented in the statements of operations, net of income tax, in the single line item "Discontinued operations."

On March 29, 2019, we entered into a binding agreement with Çimsa Çimento Sanayi Ve Ticaret A.Ş. to divest our white cement business outside of Mexico and the United States for an initial price of $180 million, including our Buñol cement plant in Spain and our white cement customers list. The closing of the transaction is subject to certain closing conditions, including requirements set by regulators. As of the date of this annual report, we expect to close the transaction during the second half of 2021, but we are not able to assess if the COVID-19 pandemic or if other conditions will further delay the closing of this divestment or prevent us from closing the transaction with the terms initially disclosed or at all. Our operations of these assets in Spain for the years ended December 31, 2017, 2018, 2019 and 2020 are presented in the statements of operations, net of income tax, in the single line item "Discontinued operations."

On September 27, 2018, we concluded the sale of our construction materials operations in Brazil (the "Brazilian Operations") through the sale to Votorantim Cimentos N/NE S.A. of all the shares of CEMEX's Brazilian subsidiary Cimento Vencemos Do Amazonas Ltda., consisting of a fluvial cement distribution terminal located in Manaus, Amazonas province, as well as the related operation license for a price of $31 million. Our Brazilian Operations for the period from January 1 to September 27, 2018, which include a gain on sale of $12 million, and for the year ended December 31, 2017 are presented in the statements of operations, net of income tax, in the single line item "Discontinued operations."

In August 2018, one of our subsidiaries in the United Kingdom acquired all the shares of the ready-mix concrete producer Procon Readymix Ltd ("Procon") for an amount in Pounds Sterling equivalent to $22 million. Based on the valuation of the fair values of the assets acquired and liabilities assumed, the net assets of Procon amounted to $10 million and goodwill was determined in the amount of $12 million. See note 5.1 to our 2020 audited consolidated financial statements included elsewhere in this annual report.

CEMEX, S.A.B. DE C.V. AND SUBSIDIARIES
Selected Consolidated Financial Information

	As of and for the Year Ended December 31,				
	2016(14)(16)	2017(15)	2018	2019	2020
	(in millions of Dollars, except ratios and share and per share amounts)				
Statement of Operations Information:					
Revenues	$ 13,355	$12,926	$13,531	$13,130	$ 12,970
Cost of sales(1)	(8,568)	(8,365)	(8,849)	(8,825)	(8,791)
Gross profit	4,787	4,561	4,682	4,305	4,179
Operating expenses	(2,882)	(2,826)	(2,979)	(2,972)	(2,836)
Operating earnings before other expenses, net(2)	1,905	1,735	1,703	1,333	1,343
Other expenses, net	(91)	(205)	(296)	(347)	(1,779)
Operating earnings (loss)(2)	1,814	1,530	1,407	986	(436)
Financial items(3)	(931)	(902)	(724)	(782)	(887)
Share of profit of equity accounted investees	37	33	34	49	49
Earnings (loss) before income tax	920	661	717	253	(1,274)
Discontinued operations(4)	38	222	77	88	(120)
Non-controlling interest net income	64	75	42	36	21
Controlling interest net income (loss)	726	792	528	143	(1,467)
Basic earnings (loss) per share(5)(6)	0.0164	0.0174	0.0114	0.0031	(0.0332)
Diluted earnings (loss) per share(5)(6)	0.0164	0.0174	0.0114	0.0031	(0.0332)
Basic earnings (loss) per share from continuing operations(5)(6)	0.0155	0.0125	0.0098	0.0012	(0.0305)
Diluted earnings (loss) per share from continuing operations(5)(6)	0.0155	0.0125	0.0098	0.0012	(0.0305)
Number of shares outstanding(5)(7)(8)	48,668	48,439	48,015	47,322	44,870
Statement of Financial Position Information:					
Cash and cash equivalents	561	699(15)	309	788	950
Assets held for sale(9)	1,015	70(15)	107	839	187
Property, machinery and equipment, net and assets for the right-of-use, net(13)	11,107	12,782(15)	12,454	11,850	11,413
Total assets	28,944	29,884(15)	29,181	29,363	27,425
Current debt	59	864(15)	45	62	179
Non-current debt	11,342	9,009(15)	9,266	9,303	9,160
Liabilities directly related to assets held for sale	39	—	16	37	6
Non-controlling interest and Perpetual Debentures(10)	1,397	1,571(15)	1,572	1,503	877
Total controlling interest	8,097	9,027(15)	9,481	9,321	8,075
Other Financial Information:					
Book value per share(5)(8)(11)	0.1664	0.1864(15)	0.2050	0.1970	0.1800
Operating margin before other expenses, net	14.3%	13.4%	12.6%	10.2%	10.4%
Operating EBITDA(12)	2,761	2,698	2,685	2,378	2,460
Capital expenditures	685	984	964	1,033	795
Depreciation and amortization of assets	856	963	982	1,045	1,117
Cash flow provided by operating activities from continuing operations	3,278	2,859	2,383	2,144	2,394
Basic earnings (loss) per CPO from continuing operations(5)(6)	0.0465	0.0375	0.0294	0.0036	(0.0915)
Basic earnings (loss) per CPO(5)(6)	0.0492	0.0522	0.0342	0.0093	(0.0996)
Total debt plus other financial obligations(13)	13,218	12,626(15)	11,758	11,790	11,185

(1) Cost of sales includes depreciation, amortization and depletion of assets involved in production, expenses related to storage in production plants, freight expenses of raw materials in plants and delivery expenses of our ready-mix concrete business. Our cost of sales excludes (i) expenses related to personnel and equipment comprising our selling network and those expenses related to warehousing at the points of sale and (ii) freight expenses of finished products from our producing plants to our points of sale and from our points of sale to our customers' locations, which are all included as part of the line item titled "Operating expenses."

(2) In the statements of operations, we include the line item titled "Operating earnings before other expenses, net" considering that is a relevant measure for our management as explained in note 3.1 to our 2020 audited consolidated financial statements included elsewhere in this annual report. Under IFRS, while there are line items that are customarily included in the statements of operations, such as revenues, operating costs and expenses and financial revenues and expenses, among others, the inclusion of certain subtotals such as "Operating earnings before other expenses, net" and the display of such statements of operations varies significantly by industry and company according to specific needs.

(3) Financial items include our financial expense and our financial income and other items, net, which includes our results in the sale of associates and remeasurement of previously held interest before change in control of associates, financial income, results from financial instruments, net (derivatives, fixed-income investments and other securities), foreign exchange results and effects of amortized cost on assets and liabilities and others, net. See notes 8.1 and 8.2 to our 2020 audited consolidated financial statements included elsewhere in this annual report.

(4) Considering the disposal of entire reporting segments as well as the sale of significant businesses, our statements of operations present in the single line item of "Discontinued operations" the results of: (a) the assets sold in the United Kingdom for the years 2017, 2018 and 2019 and for the period from January 1 to August 3, 2020; (b) Kosmos' assets sold in the United States for the years 2017, 2018 and 2019 and for the period from January 1 to March 6, 2020; (c) the white cement business held for sale in Spain for the years 2017, 2018, 2019 and 2020; (d) the French assets sold for the years 2017 and 2018 and for the period from January 1 to June 28, 2019; (e) the German assets sold for the years 2017 and 2018 and for the period from January 1 to May 31, 2019; (f) the Baltics and Nordics businesses sold for the years 2017 and 2018 and for the period from January 1 to March 29, 2019; (g) the operating segment in Brazil sold for the years 2016 and 2017 and for the period from January 1 to September 27, 2018; (h) CEMEX's Pacific Northwest Materials Business operations sold in the United States for the year 2016 and for the six months ended June 30, 2017; (i) CEMEX's Concrete Pipe Business operations sold in the United States for the year 2016 and for the one-month ended January 31, 2017; and (j) CEMEX´s operations in Bangladesh and Thailand for the period from January 1 to May 26, 2016. See note 5.2 in our consolidated financial statements included elsewhere in this annual report.

(5) CEMEX, S.A.B. de C.V.'s capital stock consists of Series A shares and Series B shares. Each CPO represents two Series A shares and one Series B share. As of December 31, 2020, 99.88% of CEMEX, S.A.B. de C.V.'s outstanding share capital was represented by CPOs. Each ADS represents ten CPOs.

(6) Earnings per share is calculated based upon the weighted-average number of shares outstanding during the year, as described in note 23 to our 2020 audited consolidated financial statements included elsewhere in this annual report. Basic earnings per CPO is determined by multiplying the basic earnings per share for each period by three (the number of shares underlying each CPO). Basic earnings per CPO is presented solely for the convenience of the reader and does not represent a measure under IFRS. As shown in notes 5.2 and 23 to our 2020 audited consolidated financial statements included elsewhere in this annual report, and in connection with our discontinued operations mentioned above, for the years ended December 31, 2016, 2017, 2018 and 2019, "Basic earnings per share" and "Diluted earnings per share" include $0.0155, $0.0125, $0.0098 and $0.0012, respectively from "Continuing operations" and for the year ended December 31, 2020, "Basic loss per share" and "Diluted loss per share" include $0.0305 from "Continuing operations." In addition, for the years ended December 31, 2016, 2017, 2018 and 2019, "Basic earnings per share" and "Diluted earnings per share" include $0.0009, $0.0049, $0.0016 and $0.0019, respectively from "Discontinued operations" and for the year ended December 31, 2020, "Basic loss per share" and "Diluted loss per share" include $0.0027, from "Discontinued operations." See note 23 to our 2020 audited consolidated financial statements included elsewhere in this annual report.

(7) CEMEX, S.A.B. de C.V. did not declare a dividend for fiscal years 2017, 2019 and 2020. For fiscal year 2018, CEMEX, S.A.B. de C.V. declared a cash dividend in the amount of $150 million, payable in Mexican Pesos in two equal installments, in June 2019 and December 2019. At CEMEX, S.A.B. de C.V.'s annual general ordinary shareholders' meeting held on March 30, 2017, CEMEX, S.A.B. de C.V.'s shareholders approved a capitalization of retained earnings. New CPOs issued pursuant to such recapitalization were allocated to shareholders on a pro rata basis. As a result, shares equivalent to 562 million CPOs were allocated to shareholders on a pro rata basis in connection with the recapitalizations, respectively. In each case, CPO holders received one new CPO for each 25 CPOs held and ADS holders received one new ADS for each 25 ADSs held. There was no cash distribution and no entitlement to fractional shares. No recapitalization of retained earnings was approved at CEMEX, S.A.B. de C.V.'s annual general ordinary shareholders' meetings held on April 5, 2018 and March 28, 2019, respectively. No recapitalization of retained earnings or cash dividend was proposed for CEMEX, S.A.B. de C.V.'s annual general ordinary shareholders' meeting held on March 26, 2020 and March 25, 2021.

(8) Represents the weighted average number of shares diluted included in note 23 to our 2020 audited consolidated financial statements included elsewhere in this annual report.

(9) In 2016, includes the assets held for sale of Fairborn cement plant and the Concrete Pipe Business in the United States, the ready-mix pumping equipment in Mexico and the assets of Andorra plant in Spain. In 2017, includes the assets held for sale of Andorra plant in Spain. In 2018, includes the assets held for sale in the central region of France. In 2019, includes assets held for sale in the United Kingdom, Kosmos' assets in the United States and the white cement assets in Spain. In 2020, includes assets held for sale in connection with the white cement assets in Spain.

(10) As of December 31, 2016, 2017, 2018, 2019 and 2020, the line item of Non-controlling interest and perpetual debentures included $438 million, $447 million, $444 million, $443 million and $449 million, respectively, that represents the nominal amounts of Perpetual Debentures, denominated in Dollars and Euros, issued by consolidated entities. In accordance with IFRS, these securities qualify as equity due to their perpetual nature and the option to defer the coupons.

(11) Book value per share is calculated by dividing the total controlling interest by the number of shares outstanding.

(12) "Operating EBITDA" equals operating earnings before other expenses, net, plus depreciation and amortization expenses. Operating EBITDA is calculated and presented because it is an indicator used by our management for decision-making purposes and it is included in our Facilities Agreement as a financial indicator of our ability to internally fund capital

expenditures and service or incur debt. Operating EBITDA is a non-IFRS measure and should not be considered an indicator of our financial performance as an alternative to cash flow, as measures of liquidity or as being comparable to other similarly titled measures of other companies. Under IFRS, while there are line items that are customarily included in statements of operations prepared pursuant to IFRS, such as revenues, operating costs and expenses and financial revenues and expenses, among others, the inclusion of certain subtotals, such as operating earnings before other expenses, net, and the display of such statement of operations varies significantly by industry and company according to specific needs. Our Operating EBITDA may not be comparable to similarly titled measures reported by other companies due to potential differences in the method of calculation. Operating EBITDA is reconciled below to operating earnings before other expenses, net, as reported in the statements of operations, and to cash flows provided by operating activities from continuing operations before financial expense, coupons on Perpetual Debentures and income taxes, as reported in the statement of cash flows. Financial expense under IFRS does not include coupon payments of the Perpetual Debentures issued by consolidated entities of $27 million in 2016, $25 million in 2017, $29 million in 2018, $29 million in 2019, and $24 million in 2020, as described in note 21.4 to our 2020 audited consolidated financial statements included elsewhere in this annual report.

(13) From 2017 through 2020, other financial obligations include: (a) lease contracts as per IFRS 16; (b) liabilities secured with accounts receivable; and (c) from 2016 through 2019, the liability components associated with our financial instruments convertible into CEMEX's CPOs. In 2016, other financial obligations included capital leases according to former IAS 17. See notes 15.2 and 17.2 to our 2020 audited consolidated financial statements included elsewhere in this annual report.

(14) The information for the year ended December 31, 2016 does not include assets for the right of use, as required by IFRS 16.

(15) The amounts that correspond to "Statement of Financial Position Information" presented in the 2017-year column, as well as the information derived from such financial statement, are amounts as of January 1, 2018, after the adoption of IFRS 16.

(16) In 2019, CEMEX changed its presentation currency from the Mexican Peso to the Dollar and adopted IFRS 16, both with retrospective effect for 2017 and 2018. The amounts for 2016 were translated into Dollars using the exchange rates at the reporting date for the balance sheet and the exchange rates at the end of each month for the statement of operations.

	For the Year Ended December 31,				
	2016(1)	2017	2018	2019	2020
	(in millions of Dollars)				
Reconciliation of cash flows provided by operating activities from continuing operations to Operating EBITDA					
Cash flow provided by operating activities from continuing operations	$ 3,278	$2,859	$2,383	$ 2,144	$ 2,394
Plus/minus:					
Changes in working capital excluding income taxes	589	(431)	55	(98)	(197)
Depreciation and amortization of assets	(856)	(963)	(982)	(1,045)	(1,117)
Other items, net	(1,106)	270	247	332	263
Operating earnings before other expenses, net	1,905	1,735	1,703	1,333	1,343
Plus:					
Depreciation and amortization of assets	856	963	982	1,045	1,117
Operating EBITDA	$ 2,761	$2,698	$2,685	$ 2,378	$ 2,460

(1) The information for the year ended December 31, 2016 was not re-presented for the effects of IFRS 16.

Item 4—Information on the Company

Unless otherwise indicated, references in this annual report to our sales and assets, including percentages, for a country or region are calculated before eliminations resulting from consolidation, and thus include intercompany balances between countries and regions. These intercompany balances are eliminated when calculated on a consolidated basis.

Business Overview

CEMEX, S.A.B. de C.V. is a publicly traded variable stock corporation (*sociedad anónima bursátil de capital variable*) organized under the laws of Mexico, with its principal executive offices located at Avenida Ricardo Margáin Zozaya #325, Colonia Valle del Campestre, San Pedro Garza García, Nuevo León, 66265, Mexico. CEMEX, S.A.B. de C.V.'s main phone number is +52 81 8888-8888.

Our website is located at www.cemex.com. The information on our website is not, and is not intended to be, part of this annual report and is not incorporated into this annual report by reference.

CEMEX, S.A.B. de C.V. started doing business in 1906 and was registered with the Mercantile Section of the Public Registry of Property and Commerce in Monterrey, Nuevo León, Mexico, on June 11, 1920 for a period of 99 years. At CEMEX, S.A.B. de C.V.'s 2002 ordinary general shareholders' meeting, this period was extended to the year 2100 and in 2015 this period changed to be indefinite. Beginning April 2006, CEMEX's full legal and commercial name is CEMEX, Sociedad Anónima Bursátil de Capital Variable.

We are one of the largest cement companies in the world, based on annual installed cement production capacity. As of December 31, 2020, we had 91.5 million tons of annual installed cement production capacity and our cement sales volumes in 2020 were 63.8 million tons. We estimate we are one of the largest ready-mix concrete and aggregates companies in the world with annual sales volumes of 47.0 million cubic meters and 132.8 million tons, respectively, in each case, based on our annual sales volumes in 2020. We are also one of the world's largest traders of cement and clinker, having traded 10 million tons of cement and clinker in 2020. This information does not include discontinued operations. See note 5.2 to our 2020 audited consolidated financial statements included elsewhere in this annual report. CEMEX, S.A.B. de C.V. is an operating and a holding company engaged, directly or indirectly, through its operating subsidiaries, primarily in the production, distribution, marketing and sale of cement, ready-mix concrete, aggregates, clinker and other construction materials throughout the world. We also provide related services and reliable construction-related services to customers and communities and maintain business relationships in more than 50 countries throughout the world.

We operate in different parts of the world, with operations in Mexico, the United States, the EMEAA region and the SCA&C region. We had total assets of $27,425 million as of December 31, 2020, and an equity market capitalization of $10,845 million as of April 20, 2021.

As of December 31, 2020, our cement production facilities were located in Mexico, the United States, the United Kingdom, Germany, Spain, Poland, the Czech Republic, Croatia, Egypt, the Philippines, the UAE, Colombia, Panama, Costa Rica, Nicaragua, Guatemala, the Dominican Republic, Puerto Rico, Trinidad and Tobago, Jamaica and Barbados. As of December 31, 2020, our assets (after eliminations), cement and grinding plants and installed capacity were set forth below on an unconsolidated basis by region. Installed capacity, which refers to theoretical annual production capacity, represents gray portland cement and white cement grinding capacity and includes installed capacity of cement and grinding plants that have been temporarily closed. Installed capacity may vary due to product mix changes in our production facilities.

	As of December 31, 2020		
	Consolidated assets (in Millions of Dollars)	Number of Cement and Grinding Plants	Installed Cement Grinding Capacity (Millions of Tons Per Annum)
Mexico	$ 3,837	15	26.4
United States(1)	12,442	10	14.1
EMEAA			
United Kingdom	1,513	3	3.6
France	1,052	—	—
Germany	416	2	3.1
Spain(2)	1,023	6	7.7
Philippines	761	2	5.7
Israel	769	—	—
Rest of EMEAA(3)	1,181	10	14.8
SCA&C			
Colombia	1,105	4	4.1
Panama	295	1	1.2
Caribbean TCL(4)	493	3	2.9
Dominican Republic	158	1	2.4
Rest of SCA&C(5)	333	6	3.3
Corporate and Other Operations	1,860	—	—
Continuing Operations	27,238	63	89.3
Assets held for sale(6)	187	1	2.2
Total	$ 27,425	64	91.5

"—" Not applicable

The above table excludes our proportional interest in the installed capacity of companies in which we hold a non-controlling interest and reflects our organizational structure as of December 31, 2020.

(1) "Number of cement plants" and "installed cement production capacity" include two cement plants that were temporarily inactive with an aggregate annual installed capacity of 2.0 million tons of cement.
(2) "Number of cement plants" and "installed cement production capacity" include two cement plants that were temporarily inactive with an aggregate annual installed capacity of 1.4 million tons of cement.
(3) "Rest of EMEAA" refers mainly to our operations in Poland, the Czech Republic, Croatia, Egypt and the UAE. For Croatia, "Number of cement plants" and "installed cement production capacity" include one cement plant that was temporarily inactive with an aggregate annual installed capacity of 0.4 million tons of cement.
(4) "Caribbean TCL" refers to TCL's operations mainly in Trinidad and Tobago, Jamaica, Barbados and Guyana.
(5) "Rest of SCA&C" refers mainly to our operations in Costa Rica, Puerto Rico, Nicaragua, Jamaica, the Caribbean, Guatemala and El Salvador.
(6) Number of Cement Plants and Installed Cement Production Capacity classified under Assets held for sale refers mainly to our cement plant in Buñol, Spain.

Beginning in the late 1980s, we embarked on a major geographic expansion program intended to diversify our cash flows and enter into markets whose economic cycles within the cement industry operate largely independently from Mexico and which we believe offered long-term growth potential. We have built an extensive network of marine and land-based distribution centers and terminals that give us marketing access around the world. As part of our strategy, we also periodically review and reconfigure our operations in implementing our post-merger integration process, and we also divest assets that we believe are less fundamental to our portfolio. The following are our most significant acquisitions, divestitures and reconfigurations that we have announced or closed since 2018:

- On February 14, 2018, we increased our interest in Lehigh White Cement Company, a company that manufactures white cement in the United States, from 24.5% to 36.8% by paying a total consideration of $36 million.
- In August 2018, one of our subsidiaries in the United Kingdom acquired all the shares of the ready-mix concrete producer Procon for an amount in Pounds Sterling equivalent to $22 million. Based on the valuation of the fair values of the assets acquired and liabilities assumed, the net assets of Procon amounted to $10 million and goodwill was determined in the amount of $12 million. See note 5.1 to our 2020 audited consolidated financial statements included elsewhere in this annual report.
- On September 27, 2018, one of our subsidiaries concluded the sale of our Brazilian Operations through the sale to Votorantim Cimentos N/NE S.A. of all shares of our Brazilian subsidiary Cimento Vencemos Do Amazonas Ltda., consisting of a fluvial cement distribution terminal located in Manaus, Amazonas province, as well as the related operating license. The sale price was $31 million. Our Brazilian Operations for the period from January 1 to September 27, 2018, which include a gain on sale of $12 million, and for the year ended December 31, 2017, are reported in the statements of operations, net of income tax, in the single line item “Discontinued operations.” See note 5.2 to our 2020 audited consolidated financial statements included elsewhere in this annual report.
- On March 29, 2019, we closed the sale of our businesses in the Baltics and Nordics to the German building materials group Schwenk, for a price in Euro equivalent to $387 million. The Baltic business divested consisted of one cement production plant in Broceni, Latvia with a production capacity of approximately 1.7 million tons, four aggregates quarries, two cement quarries, six ready-mix plants, one marine terminal and one land distribution terminal in Latvia. The assets divested also included our 37.8% indirect interest in one cement production plant in Akmene, Lithuania, with a production capacity of approximately 1.8 million tons, as well as the exports business to Estonia. The Nordic assets divested consisted of three import terminals in Finland, four import terminals in Norway and four import terminals in Sweden. Our operations of these disposed businesses for the period from January 1 to March 29, 2019, which includes a gain on sale of $66 million, and for the years ended December 31, 2017 and 2018 are reported in the statements of operations, net of income tax, in the single line item “Discontinued operations.”
- On March 29, 2019, we entered into a binding agreement with Çimsa Çimento Sanayi Ve Ticaret A.Ş. to divest our white cement business outside of Mexico and the United States for an initial price of $180 million, including our Buñol cement plant in Spain and our white cement customers list. The closing of the transaction is subject to certain closing conditions, including requirements set by regulators. As of the date of this annual report, we expect to close the transaction during the second half of 2021, but we are not able to assess if the COVID-19 pandemic or if other conditions will further delay the closing of this divestment or prevent us from closing the transaction with the terms initially disclosed or at all.
- On May 31, 2019, we concluded the sale of our aggregates and ready-mix business in the North and North-West regions of Germany to GP Günter Papenburg AG for a price in Euro equivalent to $97 million. The assets divested in Germany consisted of four aggregates quarries and four ready-mix facilities in North Germany, and nine aggregates quarries and 14 ready-mix facilities in North-West Germany. Our operations of these disposed assets for the period from January 1 to May 31, 2019,

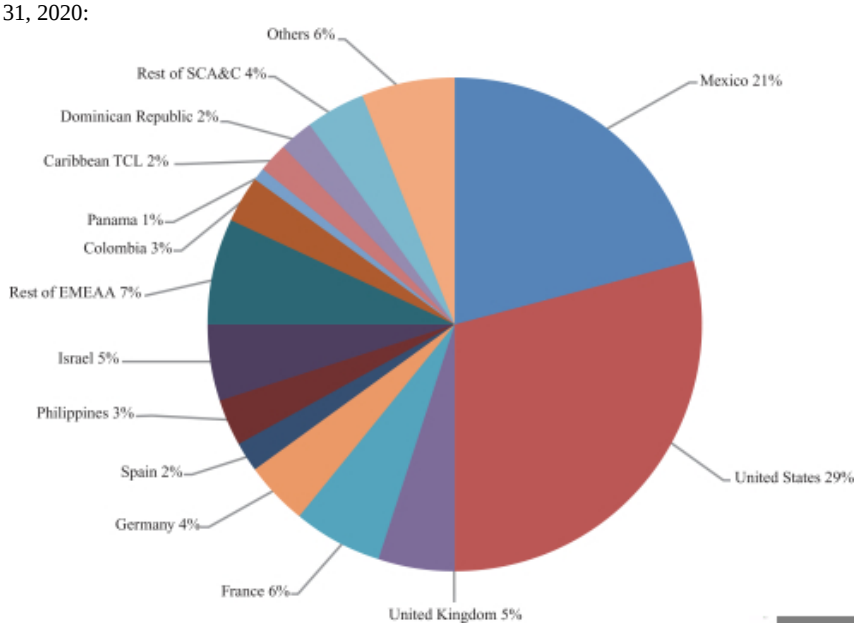
which includes a gain on sale of $59 million, and for the year ended December 31, 2017 and 2018 are presented in the statements of operations net of income tax in the single line item “Discontinued operations.”

- On June 28, 2019, after obtaining customary authorizations, we concluded with several counterparties the sale of our ready-mix and aggregates business in the central region of France for an aggregate price in Euro equivalent to $36 million. Our operations of these disposed assets in France for the period from January 1 to June 28, 2019, which includes a gain on sale of $17 million net of a proportional allocation of goodwill related to this reporting segment of $8 million, and for the years ended December 31, 2017 and 2018 are presented in the statements of operations net of income tax in the single line item “Discontinued operations.”
- On January 29, 2020, CHP announced the results of its stock rights offering pursuant to which 8,293,831,169 common shares of CHP were issued and listed on the Philippine Stock Exchange on March 4, 2020. As of December 31, 2019, CEMEX España indirectly held 66.78% of CHP’s common shares. After giving effect to the stock rights offering, CEMEX España’s indirect ownership of CHP’s common shares increased to 75.66%. As of December 31, 2020, CEMEX España’s indirect ownership of CHP’s outstanding common shares had further increased to 77.84%.
- In January 2020, one of our subsidiaries in Israel acquired Netivei Noy from Ashtrom Industries for an amount in Shekels equivalent to $33 million. As of December 31, 2020, based on the preliminary valuation of the fair values of the assets acquired and liabilities assumed, the net assets of Netivei Noy amounted to $33 million and goodwill was determined in the amount of $2 million.
- On March 6, 2020, we concluded the sale of our U.S. affiliate Kosmos, a partnership with a subsidiary of Buzzi Unicem S.p.A. in which we held a 75% interest, to Eagle Materials Inc. for $665 million. The share of proceeds to us from this transaction was $499 million before transactional and other costs and expenses. The assets that were divested consisted of Kosmos’ cement plant in Louisville, Kentucky, as well as related assets which include seven distribution terminals and raw material reserves. As of December 31, 2019, the assets and liabilities associated with this sale in the United States were presented in the statement of financial position within the line items of “Assets held for sale,” including a proportional allocation of goodwill of $291 million, and “Liabilities directly related to assets held for sale,” respectively. Moreover, the operations related to this segment from January 1 to March 6, 2020, which includes a gain on sale of $14 million, net of the proportional allocation of goodwill mentioned above, and for the years ended December 31, 2017, 2018 and 2019 are presented in our statements of operations net of income tax in the single line item “Discontinued operations.”
- On August 3, 2020, through an affiliate in the United Kingdom, we closed the sale of certain assets to Breedon for an amount of $230 million, including $30 million of debt. The assets included 49 ready-mix plants, 28 aggregate quarries, four depots, one cement terminal, 14 asphalt plants, four concrete products operations, as well as a portion of our paving solutions business in the United Kingdom. After completion of this divestiture, we maintain a significant footprint in key operating geographies in the United Kingdom related with the production and sale of cement, ready-mix, aggregates, asphalt and paving solutions, among others. As of December 31, 2019, the assets and liabilities associated with this segment in the United Kingdom were presented in the statement of financial position within the line items of “Assets held for sale,” including a proportional allocation of goodwill of $47 million, and “Liabilities directly related to assets held for sale,” respectively. Moreover, the operations related to this segment for the period from January 1 to August 3, 2020, which includes a loss on sale of $57 million net of the proportional allocation of goodwill mentioned above, and for the years ended December 31, 2017, 2018 and 2019 are presented in our statements of operations net of tax in the single line item “Discontinued operations.”
- On November 9, 2020, the tender offer acceptance period commenced for the cash tender offer made by CEMEX España (the “CLH Tender Offer”) for any and all outstanding ordinary shares of CLH registered with the National Register of Securities and Issuers (*Registro Nacional de Valores y Emisores*) (“RNVE”) and the Colombian Securities Exchange (*Bolsa de Valores de Colombia*) (except

for shares either owned by CEMEX España or CLH). The CLH Tender Offer expired on December 10, 2020. As a result of the CLH Tender Offer, CEMEX España purchased 108,337,613 shares of CLH at a purchase price of 3,250 Colombian Pesos per ordinary share of CLH. The CLH Tender Offer fully settled on December 18, 2020 for an aggregate amount of 352 billion Colombian Pesos (equivalent to $103 million). As of December 31, 2020, CEMEX España owns 92.37% of all outstanding shares in CLH (excluding shares owned by CLH), which include shares purchased by us in the secondary market after the closing of the CLH Tender Offer.

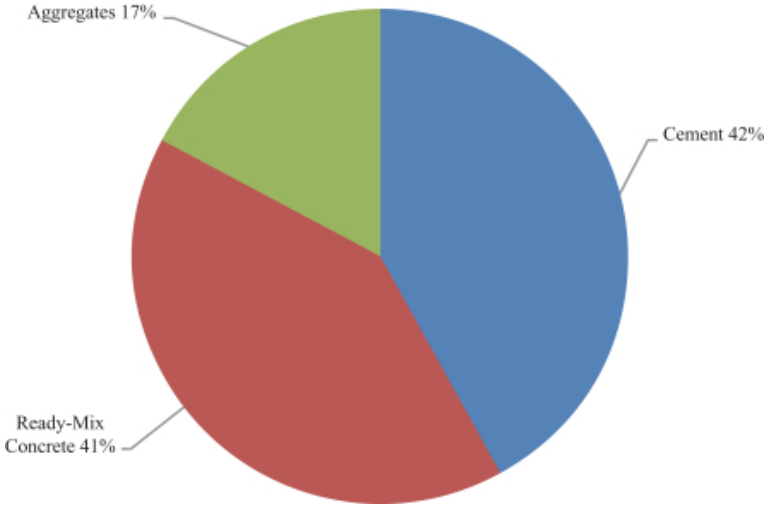
Geographic Breakdown of Revenues by Reporting Segment for the Year Ended December 31, 2020

The following chart indicates the geographic breakdown of our revenues by reporting segment, before eliminations resulting from consolidation, for the year ended December 31, 2020:



Breakdown of Revenues by Line of Business for the Year Ended December 31, 2020

The following chart indicates the breakdown of our revenues by product, after eliminations resulting from consolidation, for the year ended December 31, 2020:



Our Products

We strive to provide superior building solutions in the markets we serve. To this end, we tailor our products and services to suit customers' specific needs, from home construction, improvement and renovation to agricultural, industrial and marine/hydraulic applications.

Cement

Cement is a binding agent, which, when mixed with sand, stone or other aggregates and water, produces either ready-mix concrete or mortar. Whether in bags or in bulk, we provide our customers with high-quality branded cement products and services. We use our professional knowledge and experience to develop customized products designed to satisfy our clients' specific requirements and that also foster sustainable construction. In many of the countries where we have cement operations, a large proportion of cement sold is a bagged, branded product. We often deliver the product to a large number of distribution outlets such that our bagged, branded cement is available to the end users at a point of sale in close proximity to where the product will be used. We seek to develop brand identity and recognition in our bagged product.

We manufacture cement through a closely controlled chemical process, which begins with the mining and crushing of limestone and clay, and, in some instances, other raw materials. The clay and limestone are then pre-homogenized, a process which consists of combining different types of clay and limestone. The mix is typically dried, then fed into a grinder which grinds the various materials in preparation for the kiln. The raw materials are calcined, or processed, at a very high temperature in a kiln, to produce clinker. Clinker is the intermediate product used in the manufacture of cement. For limestone, clay and gypsum, requirements are based on chemical composition that, depending on the other materials available, matches the quality demanded by the production process. For cement limestone, clay and gypsum, we run chemical tests to prepare the mining plan of the quarry, to confirm material quality and reduce variations in the mineral content. We consider that limestone and clay quality of our cement raw material quarries are adequate for the cement production process.

There are two primary processes used to manufacture cement: the dry process and the wet process. The dry process is more fuel efficient. As of December 31, 2020, 53 of our 55 operative cement production plants used the dry process and two used the wet process. Our operative production plants that use the wet process are in Nicaragua and Trinidad and Tobago. In the wet process, the raw materials are mixed with water to form slurry, which is fed into a kiln. Fuel costs are greater in the wet process than in the dry process because the water that is added to the raw materials to form slurry must be evaporated during the clinker manufacturing process. In the dry process, the addition of water and the formation of slurry are eliminated, and clinker is formed by calcining the dry raw materials. In the most modern application of this dry process technology, the raw materials are first blended in a homogenizing silo and processed through a pre-heater tower that utilizes exhaust heat generated by the kiln to pre-calcine the raw materials before they are calcined to produce clinker.

Clinker and gypsum are fed in pre-established proportions into a cement grinding mill where they are ground into an extremely fine powder to produce finished cement. We primarily cover our gypsum needs from third parties; however, we also operate gypsum quarries in the United States, Spain, the Dominican Republic and Egypt. Our main types of cement include the following:

Gray Ordinary Portland Cement: Our gray ordinary portland cement is a high-quality, cost-effective building material, mainly composed of clinker, that meets applicable chemical and physical requirements and is widely used in all construction segments: residential, commercial, industrial, and public infrastructure.

White Portland Cement: We manufacture this type of cement with limestone, low iron content kaolin clay, and gypsum. Customers use our white portland cement in architectural works requiring great brightness and artistic finishes, to create mosaics and artificial granite, and for sculptural casts and other applications where white prevails.

Masonry or Mortar: Masonry or mortar is a portland cement that we mix with finely ground inert matter (limestone). Our customers use this type of cement for multiple purposes, including concrete blocks, templates, road surfaces, finishes, and brick work.

Oil-well Cement: Our oil-well cement is a specially designed variety of hydraulic cement produced with gray portland clinker. It usually forges slowly and is manageable at high temperatures and pressures. Produced in classes from A to H and J, our oil-well cement is applicable for different depth, chemical aggression, or pressure levels.

Blended Cement: Blended hydraulic cements are produced by inter-grinding or blending portland cement and supplementary cementitious materials such as ground granulated blast furnace slag, fly ash, silica fume, calcined clay, hydrated limestone, and other pozzolans. The use of blended cements in ready-mix concrete reduces mixing water and bleeding, improves workability and finishing, inhibits sulfate attack and the alkali-aggregate reaction, and reduces the heat of hydration. CEMEX offers an array of blended cements which have a lower CO_2 footprint resulting from their lower clinker content due to the addition of supplementary cementitious materials. The use of blended cements reinforces our dedication to sustainable practices and furthers our objective of offering an increasing range of more sustainable products.

Ready-Mix Concrete

Ready-mix concrete is a combination of cement, fine and coarse aggregates, admixtures (which control properties of the concrete including plasticity, pumpability, freeze-thaw resistance, strength and setting time), and water. We tailor our ready-mix concrete to fit our clients' specific needs. By changing the proportion of water, aggregates, and cement in the mix, we modify our concrete's resistance, manageability, and finish. We also use additives to customize our concrete consistent with the transportation time from our plant to the project, weather conditions at the construction site, and the project's specifications. From our water-resistant to our self-compacting concrete, we produce a great variety of specially designed concrete to meet the many challenges of modern construction.

We develop solutions based on our thorough knowledge and application of ready-mix concrete technology. Leveraging years of experience, a global pool of knowledge, and state-of-the-art expertise about the different ready-mix concrete constituents and their interaction, we offer our customers tailor-designed concrete. CEMEX ready-mix concrete technologists are able to modify the properties of concrete through the use of innovative chemical admixtures, combined with the proper proportions of the various concrete constituents. For example, depending on the type of application and jobsite requirements, we can design ready-mix concrete that is more fluid, stronger, develops strength faster, and also retains workability longer. Through the development of chemical admixtures solutions, our researchers design special concretes that fulfill the construction industry's increasingly demanding performance requirements. CEMEX offers a special ready-mix concrete portfolio, comprised of such products as ultra-rapid hardening concrete, crack-resistant/low shrinkage concrete, self-consolidating concrete, architectural concrete, pervious concrete, antibacterial concrete and a number of others.

We continuously work to improve the properties of ready-mix concrete that make it a key component of sustainable construction: durability, resistance to aggressive environments, light reflection, and capacity to store energy, among others. We also constantly work to develop innovative solutions that advance the sustainability of structures made with ready-mix concrete. This way, our customers can design sustainable buildings that can take advantage of the benefits of concrete in a wide range of applications. We offer engineered concrete for harbors and bridges with a special design of high-performance concrete that combines durability and low maintenance with resistance to aggressive environments, and for industrial applications which consists of concrete with high acid resistance which is robust and durable for such uses as cooling towers. We also offer concrete for building and housing used for structures such as self-compacting concrete that improves the strength and durability of building structures, while reducing energy use and noise due to concrete vibration, and envelope concrete such as structural lightweight concrete or insulating concrete forms which offer insulation solutions to improve energy efficiency in buildings, and concrete for building design that takes advantage of concrete's capacity to store energy—its thermal mass—minimizing temperature fluctuations in a building over the course of the day, reducing the need for additional heating and cooling. We also offer ready-mix concrete for water and wastewater management and for roads and pavements.

The types of ready-mix concrete we offer our clients include, but are not limited to:

Standard Ready-Mix Concrete: Standard ready-mix concrete is the most common form of concrete. It is prepared for delivery at a concrete plant instead of mixed on the construction site.

Architectural and Decorative Concrete: This type of ready-mix concrete can provide a structural function, as well as an aesthetic or decorative finish. It can offer smooth or rough surfaces or textures, as well as a variety or range of colors.

Rapid-Setting Concrete: Designed to enhance early strength development, this type of ready-mix concrete allows fast formwork removal, accelerated construction sequencing, and rapid repair for such jobs as roads and airport runways. Typically used in low temperature (5-10°C) concreting during winter, this type of ready-mix concrete can also be used in buildings, railways, and precast applications. In addition to saving time, this type of ready-mix concrete technology offers improved durability and acid resistance.

Fiber-Reinforced Concrete: Ready-mix concrete designed with micro or macro fibers that can be used either for structural applications, where the fibers can potentially substitute for steel rebar reinforcement, or for reducing shrinkage, primarily early age shrinkage. Macro fibers can significantly increase the ductility of concrete, making it highly resistant to crack formation and propagation.

Fluid-Fill Concrete: Fluid mortar or ready-mix concrete simplifies the process of laying pipe and cable by surrounding the pipe or cable with a tightly packed shell that provides protection from the elements, prevents settling, and enables crews to work quickly.

Roller-Compacted Concrete: Compacted in place and cured, roller-compacted concrete is a zero-slump ready-mix concrete with the abrasion resistance to withstand high velocity water, making it the material of choice for spillways and other infrastructure subject to high flow conditions. It represents a competitive solution in terms of cost and durability when compared to asphalt.

Self-Consolidating Concrete: Self consolidating concrete has very high flow; therefore, it is self-leveling, eliminating the need for vibration. Due to the superplasticizers used, chemical admixtures that impart very high flow, self-consolidating concrete exhibits very high compaction as a result of its low air content. Consequently, self-consolidating concrete can have very high strengths, exceeding 50 megapascals.

Pervious Concrete: Because of its unique design mix, pervious concrete is a highly porous material that allows water, particularly rainwater, to filter through, reduces flooding and heat concentration by up to 4°C, and helps to prevent skidding on wet roads. This ready-mix concrete is ideally used in parking lots, footpaths, and swimming pool border applications.

Antibacterial Concrete: This type of ready-mix concrete helps to control bacteria growth and is used to help maintain clean environments in structures such as hospitals, laboratories, and farms.

Aggregates

We are one of the world's largest suppliers of aggregates: primarily the crushed stone, sand and gravel, used in virtually all forms of construction. Our customers use our aggregates for a wide array of applications: as a key component in the construction and maintenance of highways, walkways, parking lots, airport runways, and railways; for drainage, water filtration, purification, and erosion control; as fill material; for sand traps on golf courses, beaches, playing field surfaces, horse racing tracks, and related applications; and to build bridges, homes, and schools.

Aggregates are obtained from land-based sources such as sand and gravel pits and rock quarries or by dredging marine deposits.

Hard Rock Production. Rock quarries usually operate for at least 30 years and are developed in distinct benches or steps. A controlled explosion is normally used to release the rock from the working face. It is then transported by truck or conveyor to a crusher to go through a series of crushing and screening stages to produce a range of final sizes to suit customers' needs. Dry stone is delivered by road, rail or water from the quarry.

Sand and Gravel Production. Sand and gravel quarries are much shallower than rock quarries and are usually worked and restored in progressive phases. Water can either be pumped out of the quarries allowing them to be worked dry or they can be operated as lakes with extraction below water. A conveyor draws the raw material into the processing plant where it is washed to remove unwanted clay and to separate sand. Sand separated during processing is dewatered and stockpiled. Gravel then passes over a series of screens that sieve the material into different sizes. Processing separates the gravel into stockpiles in a range of sizes for delivery.

Marine Aggregate Production. A significant proportion of the demand for aggregates is satisfied from rivers, lakes, and seabeds. Marine resources are increasingly important to the sustainable growth of the building materials industry. Marine aggregates also play an important role in replenishing beaches and protecting coastlines from erosion. At sea, satellite navigation is used to position a vessel precisely within its licensed dredging area. Vessels trail a pipe along the seabed and use powerful suction pumps to draw sand and gravel into the cargo hold. Dredged material is discharged at wharves, where it is processed, screened and washed for delivery.

Aggregates are an indispensable ingredient in ready-mix concrete, asphalt, and mortar. Accounting for 60% to 75% of ready-mix concrete's volume, aggregates strongly influence concrete's freshly mixed and hardened

properties. Aggregates not only increase concrete's strength, but also can make the mix more compact, enabling applications such as weatherproofing and heat retention. They can further contribute to concrete's aesthetic qualities. For example, sand gives surface treatments their brightness.

The types of aggregates we offer our clients include, but are not limited to:

Crushed Stone and Manufactured Sand: These products are obtained by mining rock and breaking it down to a preferred size. In the case of manufactured sand, the product is obtained by crushing rock to the selected shape or texture, ensuring product and project specifications are met. Sources of crushed stone can be igneous, sedimentary, or metamorphic.

Gravel: Gravel deposits are produced through a natural process of weathering and erosion. It can be used for roads, for concrete manufacturing, or for decorative purposes.

Sand: Sand occurs naturally and is composed of fine rock material and mineral particles. Its composition is variable depending on the source. It can be used for roads, concrete manufacturing, or sanitation.

Recycled Concrete: Recycled concrete is created by breaking, removing, and crushing existing concrete to a preferred size. It is commonly used as a base layer for other construction materials because it compacts to form a firm surface.

Urbanization Solutions

Urbanization Solutions is one of our four core businesses. It is a new business that complements our value offering of products and solutions, looking to connect with the broader city ecosystem. It seeks to address urbanization challenges and provide means to all stakeholders in the construction value chain to enable sustainable urbanization by focusing on four market segments:

Performance Materials.

Performance materials are used to modify or enhance the properties and usability of building materials and construction systems. Performance materials include admixtures, construction chemicals, pavement solutions, additives, mortars & special mortars (e.g., tiling adhesives, floor laying, renders & plasters, concrete repair, waterproofing) and asphalt. The following are examples of performance materials we offer to our customers:

- *ISODUST* and *ISOFINES*: Admixtures that reduce the need for quicklime and mitigate the amount of dust generated (up to 10 microns) at construction sites, including ground excavation of complex tunneling projects.
- *Streetpave:* A complete three-stage bedding, bonding and jointing mortar paving system which is high performance and offers rapid strength. With products like *Streetpave*, our customers are able to construct more resilient pavements that meet and exceed the strict lifecycle demands of materials in a circular economy approach.
- *Viapath:* Our eco-friendly premium single layer asphalt solution for cycle lanes and footpaths which achieves a carbon footprint reduction in projects by requiring less fuel use during the paving operation, less tack coat/bond coat and lower on-site wastage.

Industrialized Construction.

We manufacture finished building elements that are easy and safe to assemble and install on-site. Products of industrialized construction range from precast components to complete structures, 2D panels, 3D modules, 3D structures, etc. The following are examples of products of industrialized construction we offer to our customers:

- Precast elements for mobility and urban infrastructure: Sleepers, box culverts, bridges, drainage basins, barriers and parking curbs, as well as concrete pipes for various applications such as storm and sanitary sewers.
- High-end architectural concrete products with a range of styles for different building and urban landscaping projects: Fully serviced façade panels, standard and architectural blocks (in an array of colors, sizes, and textures), block paving and decorative paving solutions.
- Social infrastructure solutions for rapid response: Current needs like the fully equipped field COVID-19 hospitals sections.

Waste Management.

Efficient management of resources to improve the circularity of the construction value chain, ranging from reducing and managing waste generated in the construction lifecycle, to recycling of waste back into the construction value chain. The following are examples of waste management solutions we offer to our customers:

- Recycling of waste generated through the construction cycle, such as fly ash.
- Revalorization of external waste streams within the construction value chain. An example of this is the production of light recycled aggregates with a low CO2 footprint through the reuse of plastic waste.
- Resource efficiency and optimization. An example of this is the recovery of energy from waste using alternative fuels to partially replace fossil fuels, such as coal and petcoke, to heat cement kilns.

Related Services.

We provide services to offer integrated solutions through design and engineering, logistics and transportation, energy, retail, pavement services, financing services, etc. These are complementary services along the construction value chain that complement Performance Materials, Industrialized Construction, and Waste Management, and enable CEMEX to become a market leader in each market segment. The following are examples of related services we offer to our customers:

- Design and engineering services like *Construhub*, a BIM platform based on BIM methodology that reduces risks, improves quality and facilitates the delivery of projects on time and within budget for our clients.
- Logistics services provide multi-faceted transportation solutions like the new line transport line servicing key U.S. markets. Pneumatic tank, dump truck and flatbed divisions with our strategically positioned on-site dispatchers are complemented by our team of Field Service Representatives promoting safety and customer centricity.
- Retail services like *Construrama*® allow us to partner with our cement distribution network to offer customers an extensive range of brand-name products at competitive prices. Through *Multiproducts*, we offer our customers a one-stop shopping experience by providing them with a full array of complementary construction-related supplies through our retail stores from plumbing and electrical supplies to paint, lumber and lighting fixtures.
- Pavement services specialize in surface schemes from major highways and airfield surfacing to business parks, car parks, storage and materials handling depots where we offer a comprehensive range of paving solutions to both private and public sector clients.

- Our United Nations award-winning low-income housing program, *Patrimonio Hoy*, assists families with affordable services and building materials through financing mechanisms and technical assistance.
- Additionally, in certain countries where we operate, such as Mexico, we offer turn-key solutions for developers and partner with governments and local authorities to identify, coordinate, and develop public infrastructure projects.

Services

We continuously communicate and interact with our customers to identify and implement effective ways to meet their toughest challenges. We recognize that customer loyalty happens by design, not by chance. To better serve our customers, we not only need to have a clear understanding of what they need, but also the means and passion to fulfill those needs.

In each market and locality in which we operate, we do our best to provide our customers with the most compelling integrated building solutions. For example, to solve infrastructure needs in major cities, we not only provide ready-mix concrete, but we also design the project, define the best technical solution, offer different financial schemes and execute the project in collaboration with local builders. Similarly, we work alongside our neighbors in small, less-affluent communities to help them solve their housing needs and pave their streets and sidewalks.

The following are examples of the different services offered to our customers throughout our operations, all of which services are provided in substantially all our operations and may vary from location to location:

24/7 LOAD®: Our delivery service offers customers the ease of receiving products mostly whenever they need them, allowing our customers to optimize their project schedules according to their specific needs.

ATM-like Bulk Cement Dispatch System: This service offers our customers greater flexibility and efficiency. It enables them to get cement at their convenience, shortening their logistics schedules by minimizing loading and unloading times and also cutting back on more traditional transactional practices.

Customer-oriented Educational and Training Services: Customers can receive training on specific topics related to the use of building materials. By sharing knowledge and best practices, our educational and training services guide and teach our customers. Topics range from teaching customers about the characteristics and uses of white cement, to showing retailers how to improve their inventory management and increase their sales.

Mobile Solutions: Through automated messages sent via short message services (SMS), most of our customers can be notified each time an order of cement or ready-mix concrete is ready for delivery. This free-of-charge service keeps our customers well informed of their specific project logistics. Most of our customers can also receive information about their pending invoice payments.

Online Services: Most of our customers have all day online access to information, from account balances to new products and services releases through online services such as CEMEX Go, CEMEX Connect, CEMEX One, eSelling, CEMEXNet and Commercial Portal. Our customers can place online cement orders, and in some countries, they are able to review their order status at any time of day or night. The online service is also an open communication channel to receive feedback from our customers. We believe that our online services, such as CEMEX Go, can represent an advantage in certain situations, such as the COVID-19 pandemic, in which our customers can access our products and services remotely and transact in real time from home. During 2020, we continued improving the paperless solutions and online conformation, of our successfully deployed digital platform for all our products in more than 20 countries. 92% of our total recurring cement, ready-mix concrete, and aggregates customers are using CEMEX Go, conducting more than half of their purchases, or more than 52% of our global sales, through the platform.

Service Centers: We offer a one-stop contact call center where customers can manage their business and find fast, reliable service, place orders, make inquiries, review order status, or request technical assistance, all in one single call.

Smart Silo®: We work together with our customers, so they always have the appropriate quantity of cement in their silos. Through 24-hour monitoring of our customers' silos' cement stock levels, our SmartSilo® technology allows us to anticipate and respond to their product replenishment needs ahead of time.

Technical Support: We aim to provide our customers with top-level technical assistance through our state-of-the-art equipment and our highly professional, well-trained technical services staff. We look to take extra efforts and provide value above and beyond fulfilling our customers' need for cement, aggregates, ready-mix concrete, and related products such as mortar.

Description of Our Raw Materials Reserves

We are a leading global provider of building materials, including cement, ready-mix concrete and aggregates. Our cement production process begins with the mining and crushing of limestone and clay, and, in some instances, other raw materials. We have access to limestone and clay quarries near most of our cement plant sites worldwide since these minerals are the main raw materials in the cement production process.

In addition, we are one of the world's largest suppliers of aggregates, primarily hard rock, sand and gravel, obtained from quarries, to be used in ready-mix concrete and other concrete-based products such as blocks and pipes.

Customers use our aggregates for a wide array of purposes, from key components in the construction and maintenance of highways, walkways, and railways to indispensable ingredients in concrete, asphalt and mortar. Aggregates can be used in their natural state or crushed into smaller size pieces.

The types of mines mostly used to extract raw materials for aggregates and cement production are open pit or open cut, which relate to deposits of economically useful minerals or rocks that are found near the land surface. Open-pit mines that produce raw material for our industry are commonly referred to as quarries.

Open-pit mines are typically enlarged until either the mineral resource is exhausted or an increasing ratio of overburden to exploitable material makes further mining uneconomic. In some cases, we also extract raw materials by dredging underwater deposits.

Raw materials for our own cement production processes are obtained mainly from our own sources. However, we may cover our aggregates and other raw materials needs through supply from third-parties. For the year ended December 31, 2020, approximately 18% of our total raw material needs were supplied by third parties.

Reserves are considered as proven when all legal and environmental conditions have been met and permits have been granted. Proven reserves are those for which (i) the quantity is computed from dimensions revealed by drill data, together with other direct and measurable observations such as outcrops, trenches and quarry faces and (ii) the grade and/or quality are computed from the results of detailed sampling; and (iii) the sampling and measurement data are spaced so closely and the geologic character is so well defined that size, shape, depth and mineral content of the reserves are well-established. Probable reserves are those for which quantity and grade and/or quality are computed from information similar to that used from proven reserves, but the sites for inspection, sampling and measurement are farther apart or are otherwise less adequately spaced. The degree of assurance, although lower than that for proven reserves, is high enough to assume continuity between points of observation.

Our reserve estimates are prepared by CEMEX's engineers and geologists and are subject to annual review by our corporate staff jointly with the regional technical managers associated with our business units. In specific circumstances we have used the services of third-party geologists and/or engineers to validate our own estimates. Over the three-year period ended December 31, 2020, we have employed third parties to review (i) our cement raw materials reserves estimates in Mexico, the United Kingdom, Germany and the Philippines and (ii) our aggregates reserves estimates in France, Poland, the Czech Republic, the United Kingdom, Germany and Mexico.

Our reserves determination incorporates only materials meeting specific quality requirements. For aggregates used in ready-mix concrete, such requirements are based on hardness, shape and size. For cement raw materials (mainly limestone and clay), such requirements are based on a chemical composition that matches the quality demanded by the production process. In the case of cement raw materials, since chemical composition varies from production sites and even within the same site, we conduct geostatistical chemical tests and determine the best blending proportions to meet production quality criteria and to try to maintain an extraction ratio close to 100% of the reported reserves for such materials.

The main equipment utilized in our production sites is as follows:

- In our cement facilities: drills, crushers, kilns, coolers, mills, packing/loading machines, pay loaders, excavators, off-road trucks and other material handling equipment.
- In our ready-mix concrete facilities: batch plants, silos and mobile equipment and mixer trucks.
- In our aggregates facilities: drills, crushers, screens, belt conveyors, pay loaders, excavators, trucks and other material handling equipment.

We believe that our facilities are generally in good condition and adequate for efficient operations. During 2020, our total quarry material production was approximately 176.9 million tons, of which approximately 62% was used for our own consumption to produce cement, ready-mix concrete and/or other products which are later sold to the public and the remaining approximately 38% was directly sold to customers.

Our estimates distinguish between owned and leased reserves, the latter being determined over the term of the lease contract, and including only those permitted reserves which are proven and probable. As of December 31, 2020, the total surface of property in our quarries operations (including cement raw materials quarries and aggregates quarries) was approximately 83,744 hectares, of which approximately 82% was owned by us and approximately 18% was managed through lease or similar contracts.

As of December 31, 2020, we operated 187 cement raw materials quarries across our global operations, serving our facilities dedicated to cement production, which are located at or near the cement plant facilities. We estimate that our proven and probable cement raw material reserves, on a consolidated basis, have an average remaining life of approximately 89 years, assuming 2016-2020 average annual cement production (last five years average production).

The table set forth below presents our total permitted proven and probable cement raw materials reserves by geographic segment and material type extracted or produced in our cement raw materials quarries operations.

Location	Mineral	Number of quarries	Property Surface (hectares) Owned	Property Surface (hectares) Leased	Reserves (Million tons) Proven	Reserves (Million tons) Probable	Reserves (Million tons) Total	Years to depletion	2020 Annualized Production	5 years aver. Annualized Production	Own Use
Mexico(1)	Limestone	20	10,062	48	1,363	1,650	3,013	135	21.4	22.3	89%
	Clay	15	8,912	0	170	148	318	104	2.3	3.0	100%
	Others	16	1,756	150	11	23	34	89	0.5	0.4	100%
United States(2)	Limestone	19	17,661	91	481	43	524	49	11.2	10.6	100%
	Clay	3	144	39	19	13	32	0	0.3	0.0	100%
	Others	2	30	0	1	3	4	0	0.1	0.0	100%
EMEAA											
United Kingdom	Limestone	3	431	107	51	59	110	51	1.9	2.1	100%
	Clay	2	108	107	21	5	26	45	0.6	0.6	100%
Germany	Limestone	1	298	0	11	80	91	36	2.6	2.5	100%
Spain	Limestone	12	726	117	294	104	398	97	3.8	4.1	100%
	Clay	6	64	30	17	0	17	36	0.3	0.5	92%
	Others	3	102	3	1	14	16	422	0.0	0.0	0%
Philippines(3)	Limestone	7	287	0	262	29	290	54	4.5	5.4	100%
	Clay	3	37	0	1	2	3	14	0.0	0.2	0%
	Others	5	76	0	5	0	5	7	0.1	0.7	100%
Rest of EMEAA	Limestone	7	637	271	212	231	443	43	8.6	10.3	99%
	Clay	2	0	392	2	26	28	23	0.7	1.2	100%
	Others	3	4	9	0	0	0	2	0	0.2	100%
SCA&C											
Colombia	Limestone	13	3,026	1,751	37	160	197	55	2.8	3.6	100%
	Clay	3	183	0	2	0	2	52	0.0	0.0	100%
	Others	1	86	52	1	5	5	32	0.1	0.2	0%
Panama	Limestone	3	110	0	68	23	91	54	0.9	1.7	100%
	Clay	2	179	0	5	1	6	32	0.1	0.2	100%
Caribbean TCL	Limestone	4	103	73	4	236	240	121	2.1	2.0	100%
	Clay	4	124	11	0	16	16	86	0.2	0.2	100%
	Others	2	0	8	0	0	0	0	0	0	0%
Dominican Republic	Limestone	1	400	0	108	395	503	296	1.4	1.7	100%
	Clay	1	200	0	20	30	50	12,495	0.0	0.0	0%
	Others	1	0	1,543	11	50	61	369	0.2	0.2	90%
Rest of SCA&C	Limestone	15	330	221	238	0	238	102	1.0	2.3	70%
	Clay	3	136	60	5	6	12	46	0.2	0.2	100%
	Others	5	27	23	5	0	5	72	0.0	0.1	94%
CEMEX Consolidated	**Limestone**	**105**	**34,070**	**2,679**	**3,128**	**3,009**	**6,137**	**89**	**62.3**	**68.6**	**96%**
	Clay	**44**	**10,086**	**639**	**262**	**248**	**510**	**82**	**4.7**	**6.2**	**99%**
	Others	**38**	**2,080**	**1,788**	**34**	**95**	**129**	**77**	**1.1**	**1.7**	**85%**
	Totals(5)	**187**	**46,237**	**5,106**	**3,424**	**3,352**	**6,776**	**89**	**68.1**	**76.5**	**96%**

(1) Our cement raw materials operations in Mexico include three limestone quarries that also produce hard rock aggregates.
(2) Our cement raw materials operations in the United States include one limestone quarry that also produces hard rock aggregates.
(3) Although we consolidate CHP into our consolidated financial statements under IFRS, we do not control the raw materials used in our operations in the Philippines. Such raw materials are primarily supplied by APO Land & Quarry Corporation ("ALQC") and Island Quarry and Aggregates Corporation ("IQAC"). ALQC is wholly owned by Impact Assets Corporation, which is a corporation in which we own a 40% equity interest.

IQAC is wholly owned by Albatross Holdings, Inc. (“Albatross Holdings”), which is a corporation in which we own a 40% equity interest.

(4) Not including Maceo Plant’s annualized production.

(5) Figures for Property Surface, Reserves and Years to depletion are rounded up.

As of December 31, 2020, we operated approximately 246 aggregates quarries across our global operations, mostly dedicated to serving our ready-mix concrete and aggregates businesses. We estimate that our proven and probable aggregates reserves, on a consolidated basis, have an average remaining life of 38 years, assuming 2016-2020 average production (last five years average aggregates production).

The table set forth below presents our total permitted proven and probable aggregates reserves by geographic segment and material type extracted or produced in our aggregates quarries operations. We note that the locations of our aggregates reserves differ from those of our cement reserves.

Location	Mineral	Number of quarries	Property Surface (hectares)		Reserves (Million tons)			Years to depletion	2020 Annualized Production	5 years aver. Annualized Production	Own Use
			Owned	Leased	Proven	Probable	Total				
Mexico	Hardrock	12	755	183	279	183	462	38	11.7	12.2	60%
United States	Hardrock	16	10,987	897	554	519	1,074	42	28.4	25.6	27%
	Sand & Gravel	42	4,053	3,501	233	477	710	41	18.4	17.3	54%
	Others	2	163	88	1	0	1	2	0.3	0.3	78%
EMEAA											
United Kingdom	Hardrock	3	145	310	302	0	302	47	6.2	6.5	46%
	Sand & Gravel	37	1,857	898	31	130	161	31	4.8	5.1	21%
France	Hardrock	11	50	349	77	4	81	27	3.1	3.0	21%
	Sand & Gravel	37	963	1,901	163	21	184	29	7.2	6.4	14%
Germany	Hardrock	1	26	7	6	18	24	103	0.2	0.2	32%
	Sand & Gravel	13	929	200	33	62	95	30	3.2	3.2	27%
Spain	Hardrock	19	520	253	237	196	433	326	1.9	1.3	31%
	Sand & Gravel	3	432	110	46	0	46	80	1.3	0.6	31%
Philippines(1)	Hardrock	2	77	25	151	0	151	410	0.0	0.4	15%
Israel	Hardrock	5	0	0	57	9	66	6	13.1	11.9	68%
	Sand & Gravel	2	0	0	1	2	4	26	0.2	0.1	81%
Rest of EMEAA	Hardrock	8	15	102	19	29	49	23	2.3	2.1	13%
	Sand & Gravel	14	401	175	20	23	43	7	4.9	6.2	46%
SCA&C											
Colombia	Sand & Gravel	10	640	0	11	35	46	117	0.3	0.4	64%
Panama	Hardrock	0	0	0	0	0	0	0	0	0	0%
	Others	0	0	0	0	0	0	0	0	0	0%
Caribbean TCL	Sand & Gravel	2	236	0	3	3	6	13	1	0	20%
Dominican Republic	Hardrock	1	150	0	19	0	19	106	0.2	0.2	91%
Rest of SCA&C	Hardrock	1	0	942	0	8	8	19	0.4	0.4	0%
	Sand & Gravel	5	0	61	22	2	24	36	0.2	0.7	0%
CEMEX Consolidated	**Hardrock**	**79**	**12,725**	**3,067**	**1,702**	**966**	**2,668**	**42**	**67.4**	**63.8**	**42%**
	Sand & Gravel	**165**	**9,513**	**6,845**	**563**	**756**	**1,319**	**33**	**41.1**	**40.5**	**39%**
	Others	**2**	**163**	**88**	**1**	**0**	**1**	**2**	**0.3**	**0.3**	**78%**
	Totals(2)	**246**	**22,401**	**10,000**	**2,265**	**1,722**	**3,987**	**38**	**108.7**	**104.5**	**41%**

(6) Although we consolidate CHP into our consolidated financial statements under IFRS, we do not control the raw materials used in our operations in the Philippines. Such raw materials are primarily supplied by ALQC and IQAC. ALQC is wholly owned by Impact Assets Corporation, which is a corporation in which we own a 40% equity interest. IQAC is wholly owned by Albatross Holdings, which is a corporation in which we own a 40% equity interest.

(7) Figures for Property Surface, Reserves and Years to depletion are rounded up.

Our Business Strategy

Please see "Item 3—Key Information—COVID-19 Outbreak" and "Item 5—Operating and Financial Review and Prospects—Recent Developments—Recent Developments Relating to Effects of COVID-19 on Our Business and Operations" for more information on how COVID-19 has impacted our business strategy.

CEMEX has a general vision and value creation model comprised of the following six elements: (i) purpose, (ii) mission, (iii) values, (iv) strategic priorities, (v) operating model and (vi) stakeholders.

PURPOSE. We expect to build a better future for our employees, our customers, our shareholders, our suppliers and the communities where we live and work.

MISSION. We intend to create sustainable value by providing industry-leading products and solutions to satisfy the construction needs of our customers around the world.

VALUES. We intend to: (i) protect the safety of all our employees by being accountable to each other for our actions and behaviors and trying to be an industry leader by example; (ii) focus on our customers by aligning ourselves closely with their business and their needs and, following through with our commitments, resolving problems quickly and making it easy to do business with us; (iii) pursue excellence in all aspects of our business and interactions with customers by challenging ourselves to constantly improve and build upon our strong reputation around the world for quality and reliability; (iv) work as one CEMEX by leveraging our collective strength and global knowledge to share best practices, replicate good ideas and collaborate across boundaries; and (v) act with integrity by remaining honest and transparent in all our interactions, complying with our code of ethics, and caring for our people, communities and natural resources.

STRATEGIC PRIORITIES. To achieve our mission, our strategy is to create value by building and managing a global portfolio of integrated cement, ready-mix concrete, aggregates and Urbanization Solutions businesses. Historically, our strategy incorporated several strategic pillars and strategic priorities that have now been consolidated into a single set of strategic priorities focused on those actions that move us closest to achieving our mission and create the most value for our stakeholders. The five priorities that underpin our strategy are, in no particular order, (i) Health & Safety, (ii) Customer Centricity, (iii) Innovation, (iv) Sustainability and (v) Operating EBITDA Growth.

To fuel our strategy, in 2018, we embarked on our action plan to build "A Stronger CEMEX." This transformational plan was designed to fortify CEMEX's position as a leading global heavy building materials company, accelerate our path to investment grade metrics, enhance CEMEX, S.A.B. de C.V.'s total shareholder return and generate long-term value for all of our stakeholders. Specifically, we believed that through this action plan, we could rebalance and streamline our existing portfolio in order to better position ourselves to deliver higher growth and greater stakeholder value over the mid-to-long-term by divesting between $1.5 billion and $2 billion in assets by the end of 2020; originally, achieve recurring operational improvements in our operations of $230 million by 2020; accelerate our path to investment grade by further deleveraging CEMEX by reducing our debt by $3.5 billion between the launch of the "A Stronger CEMEX" plan on July 1, 2018, and the end of 2020; and, subject to our business performance and required approvals at CEMEX, S.A.B. de C.V.'s general ordinary shareholders' meeting for each applicable year, to return value to our shareholders through dividends and stock repurchase programs.

During 2020, under our medium-term strategy for the next three years, we developed "Operation Resilience," a decisive action plan designed to maximize shareholder value and reposition us for higher Operating EBITDA growth on a risk-adjusted basis. "Operation Resilience" is not only about deleveraging, but also about building a lower risk and faster growing business. "Operation Resilience" is aimed at (i) growing the profitability of our business to achieve a consolidated Operating EBITDA margin equal to or greater than 20% by 2023, considering our current portfolio, through cost reduction measures and other commercial and operational initiatives; (ii) optimizing our portfolio for Operating EBITDA growth through the execution of strategic divestments and reinvestments, thereby constructing a portfolio more weighted towards the United States and Europe, after which we expect we will be a heavy building materials company with a large part of its footprint represented by the United States, Europe and Mexico, focusing on vertically integrated positions near high growth metropolises and developing "Urbanization Solutions" as one of our four core businesses; (iii) de-risking our capital structure, reducing our cost of funding and ultimately achieving an investment grade capital structure by targeting additional net debt paydowns and setting a new net leverage target equal to or below 3.0x for December 2023, among other initiatives, including extending our debt maturity profile, minimizing our cost of funding and raising funds in local currency to better align our Operating EBITDA and debt; and (iv) leveraging sustainability and digital platforms as a competitive advantage by moving forward on achieving our 2030 target to reduce our cement CO_2 emissions by 35% compared to our 1990 baseline and our ambition to deliver net-zero CO_2 concrete by 2050. As part of this strategy, we identified $280 million of cost reductions for full year 2020, compared with our $230 million program previously announced in July 2020, which includes initiatives from our prior "A Stronger CEMEX" plan and COVID-19-related cost containment initiatives. See "Item 3—Key Information—COVID-19 Outbreak" for more information on how we have increased debt and cash levels to attend to the COVID-19 pandemic.

Our asset sales, announced or closed in 2020, reached $0.7 billion; we achieved $280 million in cost-saving initiatives; we achieved a total debt plus other financial obligations reduction of $605 million; and we repurchased 378.2 million CPOs.

In addition, to further fortify our balance sheet, we continue to be focused mainly on the following three initiatives, while at all times remaining committed to building a better world and helping alleviate some of the biggest challenges communities are facing today: (i) growing our Operating EBITDA through further cost-reduction efforts, operating efficiencies and customer-centric commercial strategies across all our core businesses; (ii) maximizing our free cash flow, which is expected to be used for debt reduction; and (iii) continuing to execute selective accretive divestments by selling what we believe are non-essential assets, which could allow us to free up more free cash flow to reduce debt. See "Item 3—Key Information—COVID-19 Outbreak" for more information on how we have raised cash to be in a position to meet any liquidity requirements and not reduce debt as a temporary measure to attend to the COVID-19 pandemic and its effect on our liquidity.

Health and Safety

Health and Safety ("H&S") remains our top value and priority. We are working towards developing a culture within which everyone in our organization embraces H&S. We believe that the health and safety of our employees, contractors and the people we interact with in our local communities on a day-to-day basis is of the utmost importance.

To help us meet our goals, four core principles guide our decisions and actions: (i) nothing comes before the health and safety of our employees, contractors, and communities; (ii) making health and safety a moral responsibility per employee by looking after ourselves and each other; (iii) looking to create safe workplaces; and (iv) maintaining accountability for health and safety practices.

Our Global Health and Safety Policy is the cornerstone of our CEMEX Health and Safety Management System ("HSMS") and sets out clear expectations for our leaders and workforce to carry out their activities in a safe manner and to care for the well-being of our employees, contractors and other people with whom we interact.

We are constantly working towards our ultimate target of zero injuries worldwide, evidenced by our Zero4Life objective. In 2020, the total number of Lost Time Injuries ("LTI") was reduced by 10% and Total Recordable Injuries ("TRI") decreased by 14%, when compared to 2019. Our employee LTI frequency rate decreased from 0.6 to 0.5, and we are working toward reaching our goal of reducing such rate to 0.3 or less by 2021. Although our employee TRI frequency rate remained the same at 2.6, we made progress with reducing the number of contractor TRIs by 27% when compared to 2019. During 2021, we are working on health-related actions to achieve a reduction in our employee sickness absence rate, which increased by 38% in 2020.

In 2020, the number of fatal occurrences at our operations decreased from nine to eight, which is the lowest ever recorded by us, and we continued to make progress in most countries, with 96% of our operations achieving zero fatalities and LTIs. However, in 2020, there were three employee fatalities and four contractor fatalities, 63% of which occurred away from our premises.

Most of the fatalities were due to incidents involving moving vehicles. In an effort aimed at eliminating those types of incidents, we continue to focus on specific initiatives ranging from innovative awareness campaigns and safety features to defensive driving training and workshops. In 2020, our operations relied on digital platforms to reinforce road safety with key stakeholders, allowing us to bolster strong communication while complying with social distancing measures. We will continue to work hard and drive forward with our initiatives so that our employees and contractors understand the importance of and become integral to our H&S culture.

The following table sets forth our performance indicators with respect to safety by geographic location for the year ended December 31, 2020:

	Mexico	United States	EMEAA	SCA&C	Total CEMEX
Total fatalities, employees, contractors and other third parties (#)	3	2	0	3	8
Fatalities employees (#)	0	1	0	2	3
Fatality rate employees[1]	0	1.2	0	3.7	0.8
Lost-Time injuries (LTI), employees (#)	4	23	19	3	49
Lost-Time injuries (LTI), contractors (#)	13	4	18	4	39
Lost-Time injury (LTI) frequency rate, employees per million hours worked	0.2	1.2	0.7	0.2	0.5

(1) Incidents per 10,000 people in a year.
(2) Includes one Lost-Time injury (LTI) in our corporate offices.
(3) Includes six Lost-Time injuries (LTI) in our corporate offices.

At CEMEX, training is a key part of our strategy to achieve our Zero4Life commitment. We continuously revise and seek to improve our training programs and strive for all our employees to possess the correct knowledge, skills, and experience to perform their jobs safely.

As part of our training program, executives, line managers, and supervisors must complete our Health and Safety Academy, designed to enhance their leadership skills and to reinforce our core values and priorities across our organization—from our production plants to our corporate offices. The Health and Safety Academy was launched in 2016 with our Foundation Module, which prepares our line managers to lead by example and play a fundamental role in ensuring safety throughout our operations. Launched in 2017, Module 2 enables our line

managers to utilize our HSMS tool to help achieve our Zero4Life commitment in their operations. Module 3, deployed in 2018, is designed to enhance the proficiency of our line managers in key topics.

In 2020, we strengthened our Health and Safety Academy training to address the new Pandemics and Epidemics Element included in our HSMS. We delivered the newly designed training using CEMEX University's self-learning platform to reach over 10,800 line-managers, in nine languages, across all regions worldwide.

We continue to increase our local wellness initiatives throughout our global operations supported by medical professionals from our Global Health Forum of experts. We also remain focused on our employees' occupational health and well-being by providing ongoing health checks and promoting our CEMEX Health Essentials.

In 2020, we introduced three new CEMEX University learning pathways to help address new challenges emerging from the COVID-19 pandemic, including: working and collaborating effectively while remote from home; building emotional and physical well-being to manage stress and anxiety; and building individual, team, and organizational resilience and leadership.

As part of our Contractor Health and Safety Verification Program, in 2020, we reached our goal of evaluating health and safety practices of at least 80% of our company's procurement contractors spend. To achieve this goal, we engaged our operating countries and worked closely with our Health and Safety Functional Network made up of national health and safety specialists.

See "Item 3—Key Information—COVID-19 Outbreak" for more information on how we have addressed the health and safety of our employees during the COVID-19 pandemic.

Customer Centricity

We aim to place our customers at the center of everything we do. Our customers deal with important challenges daily and we aim to invest time in our relationships and listen closely to understand their needs. We aim to be where our customers are and need us to be and to offer our full value proposition of our products and services, developing stronger customer relationships and loyalty, and helping them succeed. We achieve this by delivering quality products, innovative solutions and a superior customer experience driven by digital transformation.

Delivering A Superior Omnichannel Experience to Our Customers.

Our Customer Centricity Global Network has implemented various initiatives to place our customer at the center of everything we do. Additionally, through the creation of CEMEX Ventures, we are developing new sources of possible revenue by developing ideas that we expect will revolutionize our industry through the use of technology. Among these efforts, CEMEX Go is at the center of our transformation.

We want our customers to view us as reliable, easy to work with, innovative, expert and professional. We have organized our company and redesigned a considerable number of our processes in an effort to create a positive experience for our customers.

In 2020, we started the development of a new Commercial Training program aimed at enhancing the interactions that our global Salesforce has with our customers. Building on our Successful Commercial Academy experience, this new program called Leap will target an audience of more than 2,000 sales managers and sales representatives across all our operations, ensuring a consistent approach to our customers based on our recently updated ONE CEMEX Commercial Model. Leap will be deployed during 2021 and 2022 in eight languages across 28 countries.

Moreover, we seek to strategically expand our manufacturing and distribution capabilities to serve our customers' and communities' demand for high-quality public infrastructure, commercial buildings and housing projects more efficiently, effectively, and reliably.

Digital Transformation. Beyond changing the way we operate internally, we are leveraging digital technologies to transform our customers' experience with CEMEX. We are embracing digital technologies to both streamline and simplify the way our customers engage with us and enhance how we operate. To this end, we launched a digital transformation strategy in 2016.

Over the past few years, we developed and implemented several digital solutions that are being used by our customers. Specifically, in November 2016, we announced a partnership with IBM and Neoris, Inc., one of our subsidiaries, to develop digital solutions to help us transform how we interact with customers. Following the initial deployment, we are continuously updating and adding capabilities to improve functionality and to stay ahead of our customers' expectations.

We intend to transform the global building materials industry with CEMEX Go, an innovative, fully digital customer integration platform. CEMEX Go is a multi-device offering that provides a seamless experience for order placement, live tracking of shipments, and managing invoices and payments for our main products.

During 2017, we started the rollout of CEMEX Go in the United States and Mexico. During 2018, CEMEX Go was deployed in Colombia, France, Costa Rica, Panama, Nicaragua, El Salvador, Spain, the Dominican Republic, Puerto Rico, Guatemala, Peru, Poland, Philippines, the Czech Republic, Egypt and UAE. As of December 31, 2020, it has been deployed and is available in all countries where we do business. We look to constantly evolve CEMEX Go's capabilities to better fulfill our customer needs.

Relying on customer feedback, and with a focus on providing a superior customer experience despite challenges from the COVID-19 pandemic, we accelerated the CEMEX Go adoption rate and evolved the platform by enabling new functionalities:

- Digital Confirmation: Allows for automatic digital confirmation for orders of sales, with no follow-up requirements from service center agents. Phase one rollout has been completed, covering our ready-mix business line in Mexico.
- Ready-mix Go app: An enhanced capability that allows users to place, view, schedule, and manage orders as well as to track deliveries, configure notifications, and view order history from their mobile devices.
- Pick up Experience: Integrating the pickup solution into the current track web platform providing a superior digital experience for our customers, including both pickup and delivery methods for our cement and aggregates business lines. Fully deployed in Florida, it is currently in the process of expanding to other U.S. regions.
- Paperless Experience: Allows customers to sign delivery tickets online and receive invoices and delivery tickets digitally from their mobile devices.
- COVID-19 enhancements: New functionalities that improve the experience and safety features for our customers related to delivery tickets, handling of financial documents, and payment options.

As of December 31, 2020, CEMEX Go had approximately 42,100 customers across the countries in which we do business, and through it we received approximately 53% of our main products orders and processed 61% of our total global sales.

Innovation

Innovation is key to remain at the forefront of our industry and advance in achieving our strategic goals as a forward-looking company.

Research & Development. Led by our Global R&D team in Switzerland, our team of experts works in close collaboration with our customers to offer them unique, integrated and cost-effective solutions that aim to fulfill their specific performance requirements, including a growing portfolio of value-added brands. To provide the same offering in all our operations, our salesforce is continually informed and trained on value-added brands, with material shared by our Global R&D team through our internal Global Networks. Another initiative is to begin integrating Building Information Modeling technology into our interaction with customers, providing them with an overview of their projects and how our products can be incorporated.

Technologies developed by our Global R&D team are protected by more than 45 international patent families and over 30 trade secrets covering new types of cement, cementitious materials, concrete mix designs, admixtures formulations, construction systems and advanced manufacturing processes.

In addition, we have more than 10 core strategic trademarked software products, developed to enable new specific capabilities in CEMEX'S Digital Commercial Model, which are protected by proper copyrights, which primarily cover Online Stores and Order to Fulfillment in our cement, ready-mix and aggregates businesses. This software includes proprietary developments in machine learning and vectorized algorithms to reduce response time, reduce costs and honor commitments made with customers, providing CEMEX with cutting edge competitive advantages.

Providing Superior and Sustainable Products, Solutions and Services. We aim to move from being a product-selling company to a comprehensive solutions provider.

To the best of our knowledge, as the only global building materials company that develops and manufactures its own chemical admixtures for cement, ready-mix concrete, and aggregates, we are able to design and develop novel, tailor-made product technologies with our proprietary chemicals. Admixtures are added to our different core products to enhance their material properties, such as increasing cement's strength; making concrete harden rapidly, improve its flow, give it self-curing properties, or develop water repellency, or helping recycle concrete into aggregates. Moreover, our experts in fields such as geology, chemistry, materials science and various other engineering disciplines work alongside behavioral scientists, cultural anthropologists and commercial strategists to anticipate and understand society's trends in order to create innovative, sustainable construction solutions that seek to satisfy our customers' current and future needs, while truly challenging the current state of the art. Among other benefits, our product solutions help improve land use, increase water and energy efficiency, mitigate noise pollution and lower buildings' carbon footprint. Chemical admixtures, now part of our Urbanization Solutions core business, play a crucial role in our innovation model as they allow tailoring our products' performance, grant value-added properties to materials, and develop completely novel applications, while at the same time maintaining superior quality standards.

Together with members of our Aggregates Global Network, our Global R&D team supported the design, creation and launch of our new value-added aggregates brand, Neogem. These products are specialized high-quality aggregates, whose intrinsic properties meet the essential needs of five market sectors—Agricultural, Environmental, Industrial, Landscaping and Sports. Neogem covers an extensive range of premium minerals that can add value to our customers' projects through particular functional or aesthetic features. Neogem products are innovative, carefully selected and tailor-made solutions that go beyond commonly known building materials.

An important share of our portfolio offers performance characteristics beyond traditional options. By 2030, our target is for at least half of our cement and ready-mix concrete sales to come from solutions with outstanding sustainability attributes such as the conservation of resources, energy efficiency, resilience, and health and safety benefits. Our global brands of value-added ready-mix concrete and aggregates technologies are helping meet the challenges of the cities of the future.

New Businesses Enabled by Digital Technologies. Since its launch in 2017, our open innovation and corporate venture capital unit, CEMEX Ventures, continues to focus on engaging startups, entrepreneurs, universities, and other stakeholders expected to shape the construction ecosystem of tomorrow by tackling our industry's toughest challenges.

Leveraging our knowledge of the industry with new, leading edge technologies and platforms, CEMEX Ventures plans to develop opportunities in key focus areas outside of our core business, including urban development, improvements in the supply chain across the construction value chain, and jointly with the CEMEX Research and Development Centers in Switzerland (the "CEMEX Research Center") and other development areas, the expansion of our open innovation ecosystem in search of opportunities in new construction trends and technologies, including construction materials, carbon footprint and processes evolution.

CEMEX Ventures' main role is to look for investment opportunities that go beyond our core businesses. It also aims to identify and assess emerging technologies to bring CEMEX new ideas and perceptions of the construction ecosystem. To this end, CEMEX Ventures allocates resources to search, incubate, and deploy innovative construction-related opportunities and solutions.

During 2020, CEMEX Ventures invested in two new startups and followed-up investments with two startups of its investment portfolio. Additionally, CEMEX Ventures unveiled its "TOP 50 ConTech Startups" list and held its 2020 Construction Startup Competition, seeking entrepreneurs and startups to drive innovation in the construction industry. Almost 700 startups participated, closing the event with 10 winners.

In addition, in 2019, pursuing our goal to actively drive the innovation of our industry by unlocking new value opportunities for our current and potential customers while looking to boost our internal innovation and efficiency, we launched "Smart Innovation," a model aiming to bolster internal innovation at CEMEX and in our industry. The Smart Innovation platform includes the Innovation Map, the CEMEX innovation challenge and innovation day, and the innovation ideas management tool.

Sustainability

Our sustainability efforts begin with CEMEX, S.A.B. de C.V.'s board of directors and are then facilitated across our entire organization. CEMEX, S.A.B. de C.V.'s Sustainability Committee is comprised of four members of CEMEX, S.A.B. de C.V.'s Board of Directors. The Sustainability Committee reports directly to CEMEX, S.A.B. de C.V.'s Board of Directors. The Sustainability Committee is supported by our Corporate Sustainability function, which reports to the Executive Vice President of Sustainability, Commercial and Operations Development, who is also a member of our senior management. To help embed sustainability into our entire business strategy, we have coordinators representing each geographical region where we operate. In parallel, our Global Sustainability Functional Network works to implement our core sustainability initiatives across all our operating regions and business lines. On March 25, 2021, the members of CEMEX, S.A.B. de C.V.'s Sustainability Committee were elected at CEMEX, S.A.B. de C.V.'s general ordinary shareholders' meeting.

Our Climate Action Strategy. In 2020, we announced that we would move ahead with our Climate Action Strategy and continue advancing towards our vision of a carbon-neutral economy. As part of this strategy, we defined an ambitious new 2030 target of a 35% reduction of net CO_2 emissions per ton of cementitious product compared with our 1990 baseline. Additionally, we established a new ambition to deliver net-zero CO_2 concrete globally to all our customers by 2050.

To achieve our 2030 goals, we have developed a detailed CO_2 roadmap for each of our manufacturing plants to accelerate the rollout of proven technologies worldwide. Our roadmap is aligned with the Sectoral Decarbonization Approach (SDA) 2°C scenario developed by the International Energy Agency (IEA) for the cement sector in line with climate science and is mainly based on the following CO_2 reduction levers: (i) accelerating the use of alternative fuels, (ii) increasing the use of hydrogen injection, (iii) increasing the use of clinker substitutes, (iv) increasing the use of decarbonated raw materials, and (v) developing novel clinkers with lower energy demand and higher reactivity. Notably, our 2030 CO_2 reduction target and roadmap including Scope 1 and 2 emissions, have been validated by Carbon Trust, an internationally recognized consulting company that provides a rigorous third-party assessment of carbon reduction plans.

The technology for some of the main CO_2 reduction levers on which our path to achieve our 2050 ambition will be based is still in the early stages of development, setting an open path for innovation that requires continuous work in our Research and Development Center, new investments by CEMEX Ventures, the formation of strategic partnerships, and cross-industry collaboration. Nevertheless, we anticipate that the main levers that will lead us towards our 2050 ambition will be: (i) our 2030 CO_2 reduction cement levers, (ii) carbon capture, utilization and storage, (iii) increasing clean electricity and energy efficiency, (iv) low-carbon transport, (v) extending circular economy principles, (vi) new concrete technologies, (vii) reforestation and carbon removal and (viii) concrete re-carbonation during lifetime.

Improving Quality of Life and Well-being. As a company that looks to make a progressive impact through its innovative services and solutions, our ability to operate as a responsible business is fundamental to our business model. This enables us to understand stakeholders' material issues, map social impacts, and identify risks and opportunities to create shared value for us and society.

Our high impact social strategy directly contributes to our vision of building a better future and aims to understand our stakeholders' expectations by managing our impacts and creating value and well-being through three strategic priorities: (i) co-designing and implementing socially impactful inclusive business models with customers and entrepreneurs; (ii) implementing sustainable community engagement plans intended to improve quality of life; and (iii) designing and co-creating responsible cross-functional practices within our operations and our value chain.

To achieve these three priorities, our aim is to continue improving the quality of life and well-being of our employees and our communities by considering economic, social, and environmental criteria and focusing on: (i) education and development capabilities for employability; (ii) sustainable and resilient infrastructure and mobility; (iii) social and environmental innovation and entrepreneurship; and (iv) a culture of environmental protection, health and safety.

Although our social projects focus on our core business expertise to create value and well-being, we believe that we are also causing positive impacts on other global challenges. Thus, consistent with our commitment to the United Nations Sustainable Development Goals, we measure our progress and contributions to some of these goals.

Pursuing Excellence in Environmental Management. We believe the pursuit of excellent environmental practices benefits sustainable growth. In addition to CEMEX, S.A.B. de C.V. Board of Directors' Sustainability Committee, our primary environmental executives responsible for each of our operating regions, shares new trends, proposals and best practices to identify, inform, and tackle key environmental management concerns.

We are committed to contributing to climate change mitigation and its consequences. For decades, as part of our carbon emissions reduction strategy, we have focused on using low-emission alternatives to traditional fossil fuels, decreasing our clinker factor, promoting clean energy and increasing energy efficiency across our operations. To this end, we have continuously sought to increase our use of low carbon alternative fuels, which represented 25.3% of our total fuel mix in 2020, and generated approximately $178 million in savings including fossil fuels costs and CO_2 emissions avoided in carbon regulated markets.

As a result of our efforts, we reduced our net CO_2 emissions per ton of cementitious products by close to 23% compared to our 1990 baseline—equivalent to the annual emissions generated by 1.9 million passenger vehicles. We actively seek to develop new technologies to reduce our carbon footprint. Most notably, as of December 31, 2020, we are participating in about 30 disruptive projects across our value chain to assess potential CO_2 emissions reduction solutions as well as carbon capture, utilization and storage technologies. Furthermore, we explore alternatives to traditional clinker and cement chemistry that enable the production of less CO_2-intensive cements.

To complement these technical measures, we participate in several forums and bilateral dialogues with key stakeholders. These activities are designed to disseminate knowledge about potential reduction measures in our sector and to promote a legislative framework that enables us to implement these measures. As an example, we have a long history of contributing our best practices through our work with the Cement Sustainable Initiative ("CSI"). The work done in CSI was transferred as of January 1, 2019 to the Global Cement and Concrete Association ("GCCA"). The GCCA is an initiative of more than 39 major producers that actively promotes the use of concrete as an essential material for construction.

We have the expertise to responsibly source, process, store and recover energy from alternative fuels and we strongly believe that increasing co-processing residues from other sectors in our cement plants will further contribute to overcoming challenges such as climate change, waste management and fossil fuel depletion, while utilizing the principles of a circular economy.

Our key contribution to a circular economy is our transformation of waste streams from other sectors into valuable materials. To reduce most of the waste generated from our processes, we maximize our reuse of clinker kiln dust in our production loop, largely avoiding landfill disposal. To realize the financial and environmental benefits of waste, we monitor, minimize, reuse and recycle our waste, whenever possible.

In 2020, approximately 94% of the waste generated by our production processes was recovered, reused or recycled. The remaining material was sent to disposal sites. Additionally, last year alone, we used more than 12 million tons of waste as fuel and alternative raw materials across our business lines. This is equivalent to the waste produced by more than 46 million people in one year.

CEMEX Environmental Management System ("EMS"). We use EMS to evaluate and facilitate consistent and complete implementation of risk-based environmental management tools across our operations. The EMS consists of key mechanisms for environmental performance enhancement and impact assessment, stakeholder engagement and accident response based on input from a range of environmental and biodiversity specialists.

As of December 31, 2020, 97% of our operations had implemented either the EMS or equivalent programs. As we approach full implementation of our global EMS, our goal is for all of CEMEX's operational facilities to be 100% compliant with our internal environmental criteria.

The release of nitrogen oxides, sulfur compounds and dust occurs during cement manufacturing. Other emissions, including dioxins, furans, volatile organic compounds and heavy metals, are released in very small or negligible quantities. To control our stack emissions and ensure that we remain compliant with local and national regulations, we have steadily expanded emissions monitoring at our manufacturing operations even exceeding regulation requirements in many geographies.

Through our internal EMS and more specifically through our Atmospheric Emissions Global Procedure, we monitor major emissions which assists us with our compliance with local regulation limits. In 2020, we launched a new industry-benchmark online tool that allows operators and management teams to closely analyze major emissions, improve monitoring abilities from kilns with Continuous Emissions Monitoring System (CEMS) installed, and strengthen emissions performance. To further improve upon these efforts, we have updated the minimum performance levels to fulfill annually for major emissions. In addition, we are working on establishing more stringent environmental standards for air emissions that will be based on EU Best Available Techniques.

In 2020, we invested $78 million in sustainability related projects at our global operations, including projects to monitor and control our air emissions, increase our operations efficiency and mitigate our carbon footprint through alternative fuels and clinker substitution efforts.

Our Environmental Incidents Management. We consistently work to minimize our environmental impact, and we believe we are prepared to respond to any emergency that may pose a potential threat to our operations and local communities: (i) we work with our neighbors, law enforcement officials, public agencies, and other stakeholders to develop contingency plans at each of our sites; (ii) we created emergency response teams that are

specifically trained to address environmental incidents and hold annual emergency drills; and (iii) we consistently record and report incidents at every level of our business to identify recurring root causes and to share corrective actions.

Our Global Environmental and Social Incident Reporting process enables all our sites to maintain a proactive approach to respond to emergencies that could potentially impact our communities or our operations. The thorough application of this reporting procedure requires a timely registration of environmental and social impact events, identification and analysis of the root causes, and the implementation of corrective and preventive action plans as a first step toward avoiding their occurrence and reducing their severity. In 2020, our total reported incidents increased by 12%, which is consistent with our permanent efforts for risks monitoring and transparency. However, there were no category 1 environmental events (major) registered in the year.

Preserving Land, Water and Biodiversity. The preservation of land, biodiversity and water plays a key role in our long-term resource management strategy.

To protect water and enable our business to succeed, we are increasing our water efficiency and minimizing our water waste through the implementation of our Corporate Water Policy. This policy includes standardization of our water measurement based on the Water Protocol developed in coordination with the International Union for Conservation of Nature. We also have the goal of developing a specific Water Action Plan (WAP) for each one of more than 1,500 of our cement, ready-mix concrete and aggregates sites. As a first step, in 2021, we aim to implement WAPs in 1% of sites located in extremely high water-stressed zones.

Sustainable Finance. In October 2020, we amended our 2017 Facilities Agreement to, among other things, include five sustainability-linked metrics, including reduction of net CO_2 emissions and use of power from green energy, among other indicators, annual performance in respect of which may result in a total adjustment of the interest rate margin of up to plus or minus five basis points under these tranches amounting to approximately $3.2 billion. This transaction underscored our commitment to a carbon-neutral economy and is one of the largest sustainability-linked loans in the world and the largest in emerging markets.

Attracting and Retaining Talent. Our employees are our competitive advantage and the reason for our success. We aim to offer programs, benefits and a work environment that are designed to attract and retain talented employees. Our approach to talent management is founded on three pillars: (i) employ the right people, in the right place, at the right time to perform the right job to achieve our strategy; (ii) enable a high-performing and rewarding culture to deliver sustainable business value in a safe, ethical workplace and (iii) build and develop our workforce capabilities to confront challenges and pursue excellence.

As we transform and look to expand, one of our main objectives is to develop people with the potential to fill key leadership positions, increasing their experience and capabilities with the intention of having them succeed in increasingly challenging roles. Through this process, we work to improve our employees' commitment to us by helping them meet their own career development expectations and prepare them for key roles as they face critical challenges in their professional development. Our succession management process enables us to build a talented pool of leaders with the skills and understanding of our business fundamentals to continue our pursuit of reaching our goals. Through ongoing training and development opportunities, our employees are taught new skills and their expertise is deepened in several critical areas, including H&S, customer-centric capabilities, environmental conservation and awareness, leadership development and stakeholder engagement.

We look to foster a dynamic, high-performance environment where open dialogue is encouraged and rewarded. Apart from competitive compensation, more than 68% of our global workforce receives health and life insurance benefits beyond those required by local law in their respective countries. Approximately half of our global workforce receives retirement provision benefits above local requirements and more than 45% of our operations receive additional funds for disability and invalidity coverage beyond what is required by local laws in their respective countries.

In 2017, we began to integrate our current institutional academies, which include our Commercial, Health & Safety, Supply Chain, Digital, Cement Operations, Responsible Business and Culture & Values academies, under the concept of CEMEX University. CEMEX University aims to develop a digital continuous learning ecosystem for our employees and respond to our multi-region, multi-business learning needs. CEMEX University leverages traditional in-person training with new digital learning platforms to embed a growth mindset throughout our organization and fulfill our employees' potential. Considering the relevance of spreading the knowledge of the CEMEX's strategic priorities among our people, in 2020, CEMEX University launched its Sustainability Learning Pathway, which is aimed at allowing our workforce to grasp fundamental environmental, economic, social, and governance aspects and get a clear idea on how to contribute to CEMEX's sustainability targets.

Our Human Rights Policy reflects our support and respect for the protection of internationally proclaimed human rights principles, as expressed in the International Bill of Human Rights and the International Labor Organization's Declaration on Fundamental Principles and Rights at Work. In addition, it recognizes employees, communities, contractors, and suppliers as main areas of impact and reaffirms our commitment to the promotion of and respect for human rights throughout our worldwide operations, local communities, and supply chain. This includes providing a workplace that is free from harassment and discrimination on the basis of race, gender, national origin, sexual orientation, disability and membership in any political, religious or union organization and, as reaffirmed in our Global Recruitment Policy launched in 2020, offering equal opportunities for training, personal development, individual recognition and promotion on the basis of merit. Employees who believe that there may have been a violation of the principles laid down in our Human Rights Policy can report it through various channels, including local Human Resources departments, Ethics Committees and our secured ETHOS line internet website. Community members, contractors and suppliers are also encouraged to submit a report through the ETHOS line if they believe there may have been a violation of our Human Rights Policy or any other guideline as stated in our recently updated Code of Ethics and Business Conduct.

Our three Leadership Development Programs—Ignite, Leader-To-Leader, and Connect—allow us to provide new managers, newly appointed directors, and top-tier executives the foundational knowledge and all the necessary tools to support a successful transition and development in their roles. In 2020, we launched Thrive, a program focused on developing new leadership skills and methodologies for our teams to solve specific business challenges in line with the organization's priorities. In 2020, more than 340 leaders across all our regions and business units participated in these programs.

In order to comprehensively measure the positive net balance of our employee experience, we build on the Employee Net Promoter Score (eNPS) methodology, a straightforward statistic. When asked whether they would recommend CEMEX as a good place to work, our employees' responses generated an eNPS score of 48 in 2020, higher than the global benchmark score measured by our survey provider and above our 2030 goal of 32 points. We are using this indicator to identify areas for improvement and for structuring regional, local, and team-specific action plans to address employee concerns.

Additionally, our Workforce Experience (WEx) Survey helps us better understand from the perspective of our employees what organizational, digital, physical and interpersonal elements of our company require strengthening or developing so we can provide a consistently positive work experience for our employees worldwide. In 2020, 95% of our employees worldwide participated in this anonymous engagement survey, which yielded many important findings. The survey was 100% digital to promote hygiene protocols. To allow for a faster and consistent follow-up to the insights, we not only digitized much of the survey process but also empowered our "X Force" teams, a select group of employees who lead our coordinated follow-up and implementation of action plans that have been derived from our survey results.

Operating EBITDA Growth

We look to operate in markets where we can add value for our employees, our customers and our shareholders. We intend to focus on those markets that offer long-term profitability and Operating EBITDA

growth potential, especially around high growth metropolitan areas, leveraging those assets that are best suited to achieve this. We believe that a geographically diverse portfolio of assets, in markets, regions or cities that we believe offer long-term profitability, provides us with the opportunity for significant value creation through profitable organic growth over the medium-to-long-term. Consequently, we intend to be selective and strategic about where we remain and where we operate. We believe our business portfolio should be particularly focused on high growth metropolitan areas that combine strong fundamentals, ranging from economic growth potential to strong construction investment, population growth, degree of urban development and political stability, all under the basis of sustainable urbanization. By identifying the needs of these markets and metropolises, we expect to be in a better position to offer a more complete value proposition of products and solutions to our clients and citizens of these markets and metropolises.

As of the date of this annual report, as part of our "Operation Resilience" strategy, we are undertaking actions that are designed to streamline and reposition our portfolio in order to enhance our diversification and achieve higher profitable growth. As such, we expect to rebalance our portfolio by focusing on the markets we believe offer long-term growth potential and retaining those assets that we believe are best suited to grow, offering us long-term profitability. While these actions are being undertaken, we could continue to complement our "Operation Resilience" strategy with organic, bolt-on investments, on a stand-alone basis or with other partners, using a metropolis-centric approach leveraging our related businesses and digital strategy.

Furthermore, leveraging our global presence and extensive operations worldwide, we intend to continue focusing on our core cement, aggregates, ready-mix concrete and Urbanization Solutions businesses. We believe that by managing our core operations as one vertically integrated business, we capture a significant portion of the construction value chain and create value for our customers by offering comprehensive building products and solutions. Historically, this strategic focus has enabled us to grow our existing businesses, particularly in high-growth markets and with specialized, high-margin products.

Urbanization Solutions. Urbanization Solutions is one of our four core businesses. It is a new business that complements our value offering of products and solutions, looking to connect with the broader city ecosystem. It seeks to address urbanization challenges and provide means to all stakeholders in the construction value chain to enable sustainable urbanization by focusing on four market segments:

- Performance Materials.

They are used to modify or enhance the properties and usability of building materials and construction systems. Performance materials include construction chemicals, building finishes, admixtures and additives, mortars and special mortars, cellular concrete, asphalt, pavement solutions, etc.

- Industrialized Construction.

We manufacture finished building elements that are easy and safe to assemble and install on-site. Products of industrialized construction range from precast components to complete structures, 2D panels, 3D modules, 3D structures, etc.

- Waste Management.

Efficient management of resources to improve the circularity of the construction value chain, ranging from reducing and managing waste generated in the construction lifecycle, to recycling of waste back into the construction value chain.

- Related Services.

We provide services to offer integrated solutions through design and engineering, logistics and transportation, energy, retail, pavement services, financing services, etc. These are complementary services along the construction value chain that complement Performance Materials, Industrialized Construction and Waste Management, and enable CEMEX to become a market leader in each market segment.

OPERATING MODEL. We aim to operate effectively and achieve the greatest possible value by leveraging our knowledge and scale to establish best practices and common practices worldwide. Our operating model consists of: (i) working with global networks to market our products and solutions; (ii) providing modern support functions and technology to clients and customers; (iii) having clear and effective transactional functions at all levels of our business; and (iv) maintaining efficient governance controls.

STAKEHOLDERS. We value our: (i) employees by having plans and other resources that we believe provide a great workplace that helps them build skills, expertise and a strong sense of purpose; (ii) clients by tailoring our offerings to solve their construction needs while making it easy for them to work with us and by providing enhanced performance and reliability; (iii) shareholders by focusing on plans designed to maximize revenue, reduce costs, optimize assets and reduce risk; and (iv) community and suppliers by serving as an engine of economic growth, building more capable, inclusive and resilient communities and striving to reduce local air, water and waste impacts in an effort to conserve biodiversity.

Environment and Biodiversity Partners. We work closely with several partners to protect the environment and biodiversity of the countries in which we operate by engaging in fruitful partnerships with global, national and local organizations. At a global level, we cooperate or have cooperated closely with UNESCO, Wild Foundation, Birdlife International, Wildlife Conservation Society, World Business Council for Sustainable Development, Wildlife Habitat Council, Conservation International and the International Union for Conservation of Nature, among others. These projects have led to a series of conservation and nature books that have proven widely successful.

Knowledge and Innovation Partners. We often leverage the knowledge and expertise of thought partners from varied perspectives such as consulting, research institutions, universities and technology partners.

Some of the most relevant partners we collaborate or have collaborated with include Deloitte Consulting, McKinsey & Company, IBM, ExperiencePoint, MIT Center for Information Systems, MIT Sloan School of Management, Cambridge University-Cambridge Service Alliance, Harvard Business Publishing, Degreed, NovoEd, London School of Economics, Ecole Polytechnique Fédéral de Lausanne and Tec de Monterrey. These collaborations enable the design, development, curation and delivery of relevant learning experiences aligned with our strategic capabilities and emerging practices.

Shared Value Partners. Through collaboration in responsible business processes, we can achieve better results through the co-creation of value for society. We believe that more than 500 partnerships and strategic alliances worldwide have proven to be a key factor in successfully multiplying our positive impact on society and in the creation of sustainable communities.

These collaborative alliances have made possible joint projects, best practices documentation and pilots of socially innovative solutions throughout different lines of action: resiliency, environment, education, social integration, health, women's economic empowerment in the communities, development of employability capabilities for youth and people in vulnerable situations in the communities, inclusive businesses, affordable housing, volunteering and CEMEX Foundation activities.

Regain our Investment Grade.

We remain committed to regaining our investment grade, which is one of our top priorities. We believe our "Operation Resilience" strategy should allow us to make progress in reaching this goal, as we expect that we should be able to increase our free cash flow, which would enable us to further reduce our debt, invest in our business and potentially return value to our shareholders.

Based on our "Operation Resilience" strategy, as of the date of this annual report, we expect to achieve investment grade capital structure by 2023 with a net leverage ratio below 3.0x. During 2020, we achieved a total debt plus other financial obligations reduction of $605 million.

Our financial strategy is designed to strengthen our capital structure by: (i) reducing refinancing risks, mainly by reducing short-term maturities and extending average life of debt; (ii) lowering our financial costs, using available free cash flow and divestments to reduce our liabilities and/or optimizing our funding sources by looking for opportunities to issue new securities while redeeming other securities with higher costs, as well as managing our interest rate mix between fixed and floating rates; and (iii) maintaining ample liquidity through the revolving credit facility under the 2017 Facilities Agreement and access to short-term credit lines. We believe that our debt portfolio currency mix, mainly in Dollars and Euros, allows us to balance exposures to currency fluctuations in our most important markets while allowing for optimization of our funding costs. In addition, since 2017, we began to hedge CEMEX's net investment in Mexican Pesos through derivative instruments.

Also, we have been focusing, and expect to continue to focus, on optimizing our operations by looking to grow our market positions in the markets that we believe offer the highest growth potential, and our core businesses and implementing our pricing policies for our products, on strengthening our capital structure and regaining financial flexibility through reducing our debt and cost of debt, on improving cash flow generation and on extending maturities. Our efforts in lowering our interest expense and our effective management of working capital have allowed us to support our free cash flow. As of the date of this annual report, we plan to continue with these efforts.

We have also introduced a comprehensive pricing strategy for our products that we expect to more fully reflect and capture the high value-creating capability of our products and services. Our strategy focuses on value enhancement, optimizing gains in customer relationships and on generating sufficient returns that would allow us to reinvest in our business. Under this strategy, we are establishing internal procedures and guidelines that are expected to support our approach to pricing our different products and services.

In addition, we plan to maintain and grow our market positions in cement, ready-mix concrete, aggregates and Urbanization Solutions by being one of the most customer-centric companies in the industry. Among other actions, we also expect to implement pricing initiatives for our products and receive compensation through fees for the services we provide that should allow us to improve our overall profits, as well as to operate in the most capital and cost-efficient manner possible. We may also seek to expand our presence in businesses related to cement, ready-mix concrete, aggregates and Urbanization Solutions, and potentially also implement similar pricing strategies in the markets related to these businesses.

We continue to look to reduce our overall production related costs for all our products and regional and corporate overhead through disciplined cost management policies and through improving efficiencies by removing redundancies. We have implemented several worldwide standard platforms as part of this process and have also started different initiatives, such as a system designed to improve our operating processes worldwide and other digital-based solutions to achieve this. In addition, we implemented, and have been using, centralized management information systems throughout our operations, including administrative, accounting, purchasing, customer management, budget preparation and control systems, which have helped us achieve cost efficiencies. We also have a strategic agreement with IBM expected to improve some of our business processes. We have also transferred key processes, such as procurement and trading, from a centralized model to a regional model and are simplifying and delayering our business to accelerate decision-making and maximize efficiency. In a number of our core markets, such as Mexico, we launched initiatives aimed at reducing the use of fossil fuels, consequently looking to reduce our overall energy costs.

Furthermore, significant economies of scale in key markets at times allow us to obtain competitive freight contracts for key components of our cost structure, such as fuel and coal, among others.

Through a worldwide import and export strategy, we plan to continue to seek to optimize capacity utilization and maximize profitability by redirecting our products from countries experiencing economic downturns to target export markets where demand may be greater. Our global trading system enables us to coordinate our export activities globally to try and take advantage of demand opportunities. Should demand for our products in the United States improve, subject to any measures the current U.S. government could

implement, we believe we are well-positioned to service this market through our established presence in the southern and southwestern regions of the country and our current ability to import into the United States.

Our industry relies heavily on natural resources and energy, and we use cutting-edge technology to increase energy efficiency, reduce CO_2 emissions and optimize our use of raw materials and water. We are committed to measuring, monitoring and improving our environmental performance. In the last few years, we have implemented various procedures to improve the environmental impact of our activities as well as our overall product quality, such as a reduction of CO_2 emissions, an increased use of alternative fuels to reduce our reliance on primary fuels, an increased number of sites with local environmental impact plans in place and the use of alternative raw materials in our cement.

See “Item 3—Key Information—Risk Factors—Risks Relating to Our Business—The COVID-19 outbreak could materially adversely affect our financial condition and results of operations” and “Item 3—Key Information—COVID-19 Outbreak” for more information on how the COVID-19 pandemic may affect us regarding our debt and cash levels, which could considerably delay us in regaining our investment grade.

Operational Improvements

In response to decreased demand in most of our markets starting in 2008, mostly as a result of the global economic recession, we identified and began implementing global cost-reduction initiatives intended to reduce our annual cost structure to a level consistent with the decline in demand for our products. Such global cost-reduction initiatives have encompassed different undertakings, including headcount reductions, capacity closures across the cement value chain and a general reduction in global operating expenses. During the past years, CEMEX has launched company-wide programs aimed at enhancing competitiveness, providing a more agile and flexible organizational structure and supporting an increased focus on the company’s markets and customers. For the year ended December 31, 2020, and as part of our “Operation Resilience” strategy, we achieved $280 million in cost-saving initiatives. These initiatives include improving our operational performance and expense rationalization, increasing our use of alternative fuels in several of the countries in which we operate, serving our customers better and at lower costs, optimizing our production and logistics supply chain models and optimizing our procurement strategy.

In connection with the implementation of our cost-reduction initiatives, since 2017, we have implemented a low-cost sourcing initiative which is designed to maintain the continuity of our operations, while looking to provide attractive costs without materially affecting the quality of the products and services we acquire by using a strategic sourcing process empowered by our people’s knowledge and quality management. This initiative is intended to reduce our cost of operations, while maintaining quality and timely delivery by acquiring goods and equipment from Mexico, India, Turkey and certain countries in Asia and Eastern Europe, among others.

Also as part of these initiatives, at times we temporarily shut down (some for a period of at least two months) some of our cement production lines in order to rationalize the use of our assets and reduce the accumulation of our inventories. In the past we have announced the permanent closure of some of our cement plants. Similar actions were taken in our ready-mix concrete and aggregates businesses. In the past, such rationalizations have included, among others, our operations in Mexico, the United States, including Puerto Rico, Spain and the United Kingdom. As of December 31, 2020, we had four cement plants temporarily shut down (two in Mexico (Hidalgo, Nuevo León and Hermosillo, Sonora) and two in the United States (Brooksville, Florida and Wampum, Pennsylvania)).

Furthermore, we intend to achieve energy cost-savings by actively managing our energy contracting and sourcing, and by increasing our use of alternative fuels. We believe that these cost-saving measures could better position us to quickly adapt to potential increases in demand and thereby benefit from the operating leverage we have built into our cost structure.

We also aim to better serve our customers at lower cost and to optimize our production and logistics supply chain models.

During different parts of the past years, we had reduced capital expenditures related to maintenance and expansion of our operations in response to weak demand for our products in some of the markets in which we do business. Such reductions were implemented with the intention of maximizing our free cash flow generation available for debt service and debt reduction, consistent with our ongoing efforts to strengthen our capital structure, improve our conversion of Operating EBITDA to free cash flow and regain our financial flexibility. During 2019 and 2020, our capital expenditures related to maintenance and expansion of our operations have been $1,033 million and $795 million, respectively, higher in 2019 than the $964 million expended in 2018. Pursuant to the 2017 Facilities Agreement, as of December 31, 2020, we were prohibited from making aggregate annual capital expenditures in excess of $1.5 billion (which were limited to $1.2 billion pursuant to the Facilities Agreement Amendments (as defined below) executed in May 2020 for as long as we failed to report two consecutive quarters with a consolidated leverage ratio of 5.25:1 or below, which we have already reported) in any financial year (excluding certain capital expenditures, joint venture investments and acquisitions by each of CLH and CHP and their respective subsidiaries and those funded by Relevant Proceeds (as defined in the 2017 Facilities Agreement), which capital expenditures, joint venture investments and acquisitions at any time then incurred are subject to a separate aggregate limit of (i) $500 million (or its equivalent) for CLH and its subsidiaries and (ii) $500 million (or its equivalent) for CHP and its subsidiaries. In addition, the amounts which we and our subsidiaries are allowed to put towards permitted acquisitions and investments in joint ventures cannot exceed certain thresholds as set forth in the 2017 Facilities Agreement. We believe that these restrictions on capital expenditures may still allow us to opportunistically increase capital expenditures in some of the markets in which we operate, if necessary, as we did in 2020 and as we intend to do in 2021, and to take advantage of improved market conditions, if any. See “Item 3—Key Information—COVID-19 Outbreak” for more information on our reduction in capital expenditures intended to improve our liquidity during the COVID-19 pandemic.

User Base

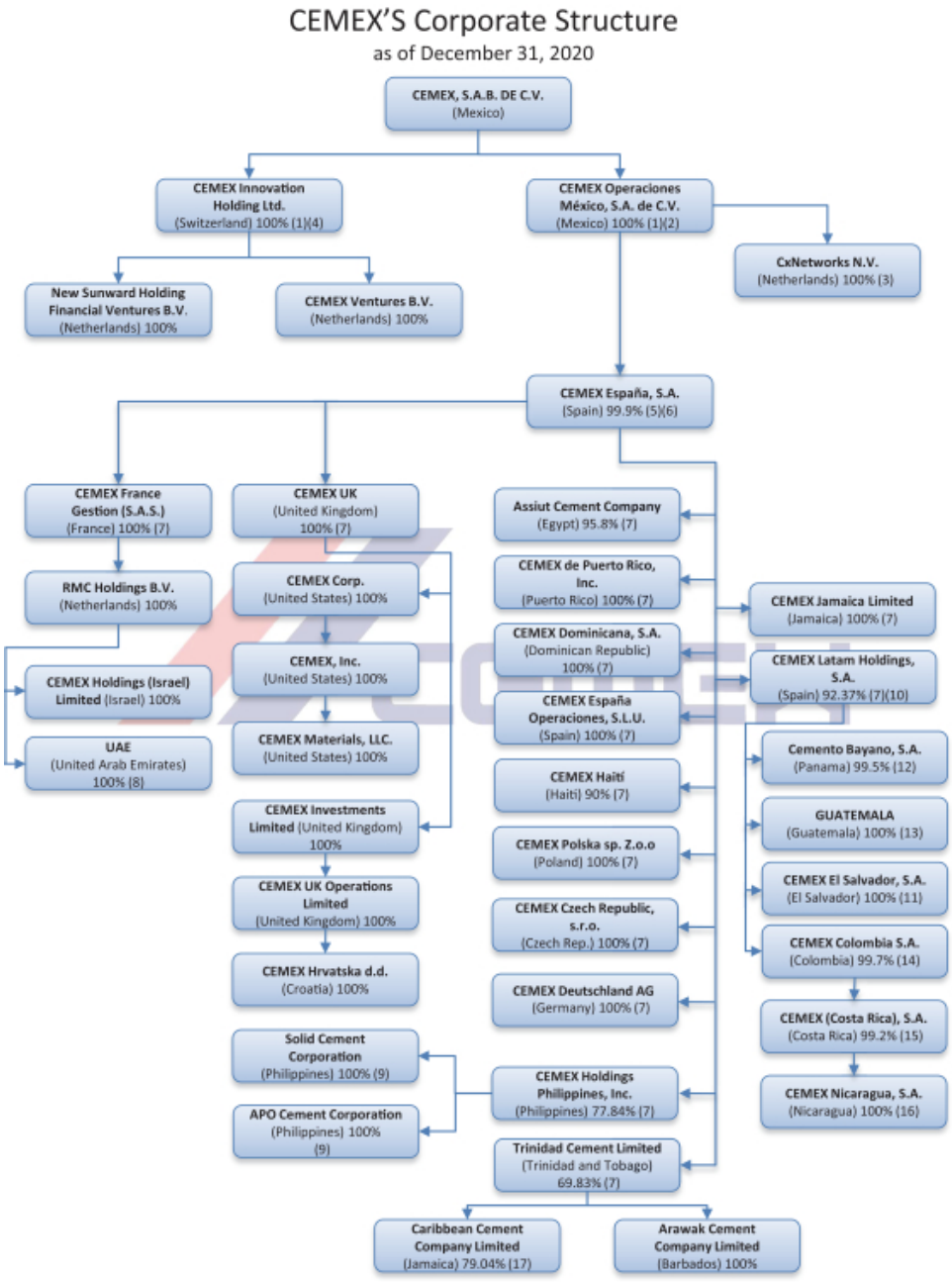
Cement is the primary building material in the industrial and residential construction sectors of the majority of markets in which we operate. We believe that the lack or shortage of available cement substitutes further enhances the marketability of our product. The primary end-users of cement in each region in which we operate vary but usually include, among others, wholesalers, ready-mix concrete producers, industrial customers and contractors in bulk. Additionally, sales of bagged cement to individuals for self-construction and other basic needs have traditionally been a significant component of the retail sector. The end-users of ready-mix concrete generally include homebuilders, commercial and industrial building contractors and road builders. Major end-users of aggregates include ready-mix concrete producers, mortar producers, general building contractors and those engaged in road building activity, asphalt producers and concrete product producers. Our Urbanization Solutions have a wide user base which includes, but is not limited to, contractors, builders and developers in general, ready-mix concrete, cement, mortars and special mortars producers, governments, paving companies, architects and civil engineers. In summary, because of their many favorable qualities, a considerable number of builders and other users worldwide use our cement, ready-mix concrete, aggregates and Urbanization Solutions for almost every kind of construction project, from hospitals and highways to factories and family homes.

As of December 31, 2020, we did not depend on any single existing customer to conduct our business and the loss of any of our existing customers individually would not have had a material adverse effect on our financial condition or results of operations. For the period ended December 31, 2020, none of our individual customers represented more than 10% of our consolidated revenues.

Our Corporate Structure

CEMEX, S.A.B. de C.V. is an operating and a holding company that, in general, operates its business through subsidiaries which, in turn, hold interests in CEMEX’s cement and ready-mix concrete operating companies, as well as other businesses. The following chart summarizes CEMEX’s corporate structure as of December 31, 2020. The chart also shows, unless otherwise indicated, for each company, CEMEX’s approximate direct or indirect, or consolidated, percentage equity ownership or economic interest. The chart has been

simplified to show only some of CEMEX's major holding companies and/or operating companies in the main countries in which CEMEX operates, and/or relevant companies in which CEMEX holds a significant direct or indirect interest, and does not include all of CEMEX's operating subsidiaries and its intermediate holding companies.



(1) Includes CEMEX's direct or indirect, or consolidated, interest.
(2) Includes 99.99% interest pledged or transferred to a security trust as collateral for the benefit of certain secured creditors of CEMEX and certain of its subsidiaries.
(3) CxNetworks N.V. is the holding company of the global business and IT consulting entities, including Neoris N.V.
(4) Includes a 100% interest pledged or transferred to a security trust as collateral for the benefit of certain secured creditors of CEMEX and certain of its subsidiaries.
(5) Includes CEMEX Operaciones México, S.A. de C.V.'s ("COM"), Cemex Innovation Holding Ltd.'s ("CIH") and CEMEX's interest, as well as shares held in CEMEX España, S.A.'s ("CEMEX España") treasury.
(6) Includes 99.56% interest pledged or transferred to a security trust as collateral for the benefit of certain secured creditors of CEMEX and certain of its subsidiaries.
(7) Includes CEMEX España's direct or indirect, or consolidated, interest.
(8) Represents CEMEX España's indirect economic interest in three companies incorporated in the UAE: CEMEX Topmix LLC, CEMEX Supermix LLC and CEMEX Falcon LLC. CEMEX España indirectly owns a 49% equity interest in each of these companies, and CEMEX España indirectly holds the remaining 51% of the economic benefits through agreements with other shareholders.
(9) Represents CEMEX Holdings Philippines, Inc.'s direct and indirect equity interest.
(10) Represents outstanding shares of CLH's capital stock and excludes treasury stock.
(11) Represents CLH's direct and indirect interest.
(12) Represents CLH's 99.483% indirect interest in ordinary shares, which excludes a 0.516% interest held in Cemento Bayano, S.A.'s treasury.
(13) Represents CLH's direct and indirect interest in four companies incorporated in Guatemala: CEMEX Guatemala, S.A., Global Concrete, S.A., Gestión Integral de Proyectos, S.A. and Cementos de Centroamérica, S.A.
(14) Represents CLH's direct and indirect interest in ordinary and preferred shares and includes shares held in CEMEX Colombia, S.A.'s ("CEMEX Colombia") treasury.
(15) Represents CEMEX Colombia's indirect interest.
(16) Includes CEMEX (Costa Rica), S.A.'s 98% interest and CEMEX Colombia's 2% indirect interest.
(17) Includes Trinidad Cement Limited's direct and indirect 74.08% interest and CEMEX's indirect 4.96% interest held through other subsidiaries.

Mexico

Overview. For the year ended December 31, 2020, our operations in Mexico represented 21% of our revenues in Dollar terms before eliminations resulting from consolidation. As of December 31, 2020, our operations in Mexico represented 30% of our total installed cement capacity and 14% of our total assets.

As of December 31, 2020, CEMEX, S.A.B. de C.V. was both a holding company for some of our operating companies in Mexico and was involved in the production, marketing, sale and distribution of cement, ready-mix concrete, aggregates and other construction materials in Mexico, as well as a construction materials and related products service provider. CEMEX, S.A.B. de C.V., indirectly, is also the holding company of all our international operations. CEMEX, S.A.B. de C.V. accounts for a substantial part of the revenues and operating income of our operations in Mexico.

Our Tepeaca cement plant in Puebla, Mexico, as of December 31, 2020, had a production capacity of 3.1 million tons of cement per year. In December 2014, we announced the restart of the Tepeaca cement plant expansion, consisting of the construction of a new kiln and mill. Its total production capacity is expected to reach 4.7 million tons of cement per year by 2021 based on mill capacity. Additionally, we invested in the same region to increase our cement production capacity by 0.5 million tons of cement through a debottlenecking project for our operations in Huichapan. This project was completed during the first quarter of 2019.

In 2001, we launched the Construrama program, a registered brand name for construction material stores. Through this program, we offer to an exclusive group of our Mexican distributors the opportunity to sell a variety of products under the Construrama brand name, a concept that includes the standardization of stores, image, marketing, products and services. As of December 31, 2020, 1,013 independent concessionaries with 2,161 stores were integrated into the Construrama program, with nationwide coverage.

Industry. For 2020, the National Institute of Statistics and Geography (*Instituto Nacional de Estadística y Geografía*) indicated that total construction activity in Mexico contracted by 17.5% up to December 2020 (seasonally adjusted figures). Such contraction has been attributed to the COVID-19 pandemic's effects on formal construction activity dynamism.

Cement in Mexico is sold mainly through distributors, with the remaining balance sold through ready-mix concrete producers, manufacturers of pre-cast concrete products and construction contractors. Cement sold through distributors is mixed with aggregates and water by the end user at the construction site to form concrete. Ready-mix concrete producers mix the ingredients in plants and deliver it to local construction sites in mixer trucks, which pour the concrete. Unlike more developed economies, where purchases of cement are concentrated in the commercial and industrial sectors, retail sales of cement through distributors in 2020 accounted for approximately 66% of Mexico's demand (bagged presentation). Individuals who purchase bags of cement for self-construction and other basic construction needs are a significant component of the retail sector. We believe that this large retail sales base is a factor that significantly contributes to the overall performance of the cement market in Mexico.

The retail nature of the Mexican cement market also enables us to foster brand loyalty, which distinguishes us from other worldwide producers selling primarily in bulk. We own the registered trademarks for our brands in Mexico, such as "Tolteca," "Monterrey," "Maya," "Anahuac," "Campana," "Gallo," "Centenario," as well as certain sub-brands, such as "Extra," "Impercem" and "Optimo" for grey cements and mortar and, additionally, recently launched "Multiplast" for coatings. We believe that these brand names are important in Mexico since cement is principally sold in bags to retail customers who may develop brand loyalty based on differences in quality and service. We also have trademark registrations for our special concrete's brands such as "Promptis," "Resilia," "Pervia," "Insularis" and "Evolution." In addition, we own the registered trademark for the "Construrama" brand name for construction material stores and for our new digital solution we have trademark registrations for "CEMEX Go" and "Olivia."

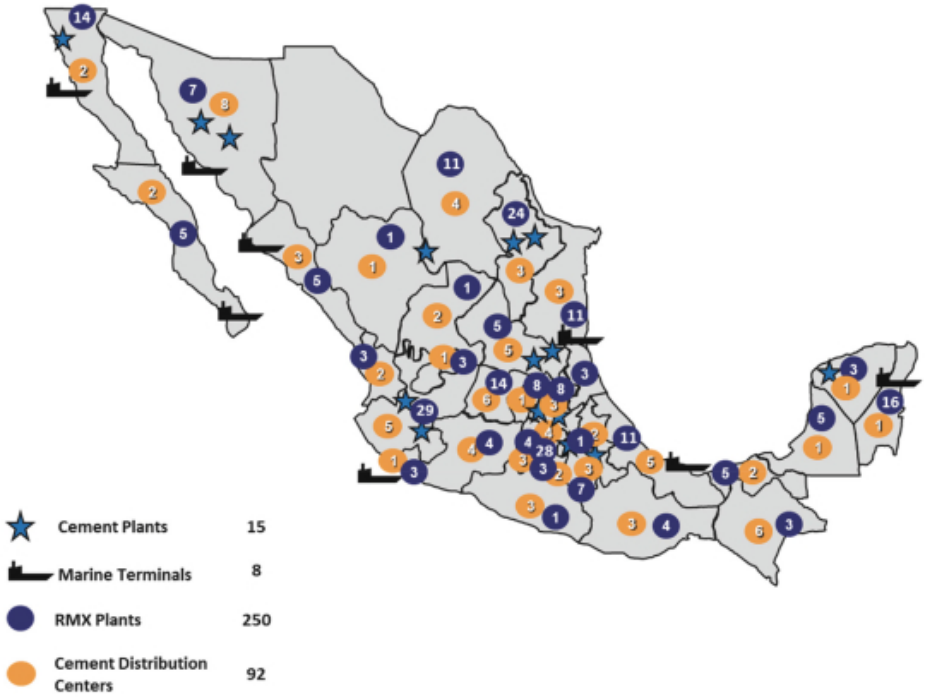
Competition. In the early 1970s, the cement industry in Mexico was regionally fragmented. However, since that time, cement producers in Mexico have increased their production capacity and the cement industry in Mexico has consolidated into a national market, thus becoming increasingly competitive. As of December 31, 2020, the major cement producers in Mexico were CEMEX; LafargeHolcim; Sociedad Cooperativa Cruz Azul, a Mexican operator; Cementos Moctezuma, an associate of Cements Molins and Buzzi-Unicem; and GCC, S.A.B. de C.V. ("GCC," formerly Grupo Cementos de Chihuahua, S.A.B. de C.V.), a Mexican operator in whose majority holder, Camcem, S.A. de C.V. ("CAMCEM"), we hold a minority interest. During 2013, a then-new cement producer, Elementia (*Cementos Fortaleza*), entered the market and in 2014 acquired two cement plants from Lafarge (prior to the Lafarge-Holcim merger). As of December 31, 2020, the major ready-mix concrete producers in Mexico were CEMEX, LafargeHolcim, Sociedad Cooperativa Cruz Azul and Cementos Moctezuma. In addition, as of December 31, 2020, the use of non-integrated ready-mixers has been increasing.

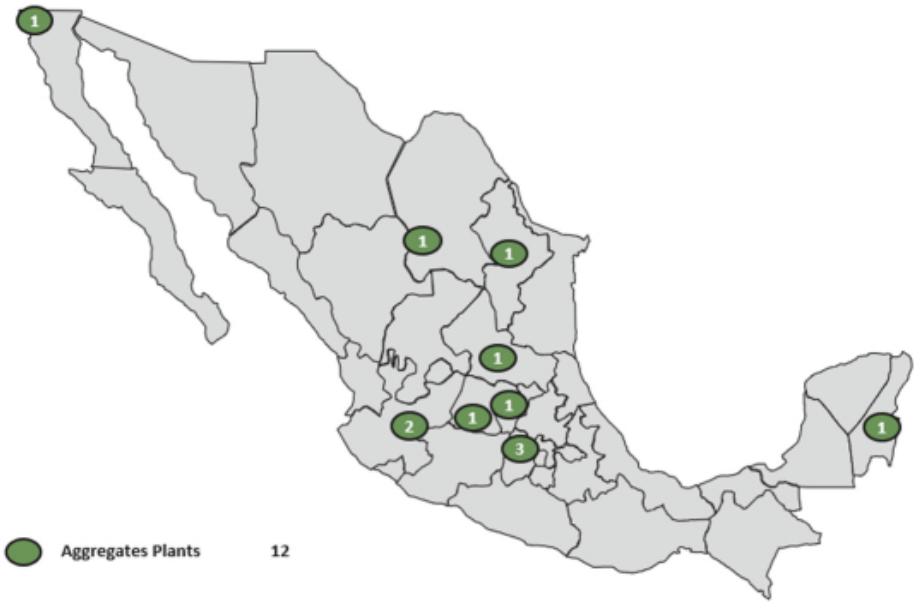
We believe potential entrants into the Mexican cement market face various barriers to entry, including, among other things: the time-consuming and expensive process of establishing a retail distribution network and developing the brand identification necessary to succeed in the retail market; the lack of port infrastructure and the high inland transportation costs resulting from the low value-to-weight ratio of cement; the distance from ports to major consumption centers and the presence of significant natural barriers, such as mountain ranges, which border Mexico's east and west coasts; the strong brand recognition and the wide variety of special products with enhanced properties; the extensive capital expenditure requirements; and the length of time

required for construction of new plants, which we estimate is approximately two years. Nevertheless, Fortaleza started a stand-alone cement mill in the Yucatan Peninsula during October 2020. This project may eventually become more relevant; however, we believe it will be some time before they pose a significant competitive threat and they will need to overcome some hurdles before that occurs.

Our Operating Network in Mexico

During 2020, we operated 13 out of our total of 15 cement plants (two were temporarily inactive) and 100 cement distribution centers (including eight marine terminals) located throughout Mexico.





We operate cement plants on the Gulf of Mexico and Pacific coasts of Mexico, most of the time allowing us to take advantage of attractive transportation costs to export to the United States and the SCA&C region, when possible.

Products and Distribution Channels

Cement. For the year ended December 31, 2020, our cement operations represented 59% of revenues for our operations in Mexico before eliminations resulting from consolidation in Dollar terms and our domestic cement sales volume represented 91% of our total cement sales volume in Mexico. As a result of the retail nature of the Mexican market, our operations in Mexico are not dependent on a limited number of large customers. The total volume of the five most important distributors accounted for 12% of our total cement sales by volume in Mexico in 2020 (excluding our in-house channels).

Ready-Mix Concrete. For the year ended December 31, 2020, our ready-mix concrete operations represented 19% of revenues for our operations in Mexico before eliminations resulting from consolidation in Dollar terms. Our ready-mix concrete operations in Mexico purchase substantially all their cement requirements from our cement operations in Mexico. Ready-mix concrete is sold through our own internal sales force and facilities network.

Aggregates. For the year ended December 31, 2020, our aggregates operations represented 5% of revenues for our operations in Mexico before eliminations resulting from consolidation in Dollar terms.

Exports. Our operations in Mexico export a portion of their cement production, mainly in the form of cement and to a lesser extent in the form of clinker. Exports of cement by our operations in Mexico represented 9% of our total cement sales volume in Mexico for 2020. In 2020, 76% of our cement exports from Mexico were to the United States and 24% were to our Rest of SCA&C segment.

The cement and clinker exports by our operations in Mexico to the United States are mostly marketed through our trading network subsidiaries. Our cement and clinker transactions between CEMEX and its subsidiaries, are conducted on an arm’s-length basis.

Production Costs. Our cement plants in Mexico primarily utilize pet coke and alternative fuels. We have entered into four 20-year agreements with PEMEX, two under which PEMEX has agreed to supply us with pet coke for our cement plants through 2022 and 2023. However, during the past years, the volumes delivered by PEMEX to our operations in Mexico have been affected as a result of operational issues at PEMEX's refineries. In general, we believe our operations in Mexico would be able to purchase pet coke in the open market, if needed, to make up for any quantities not supplied by PEMEX. The PEMEX pet coke contracts have somewhat helped in reducing the volatility of our fuel costs for our operations in Mexico. In addition, in 1992, our operations in Mexico began using alternative fuels to further reduce the consumption of residual fuel oil and natural gas. These alternative fuels represented 17% of the total fuel consumption for our cement plant operations in Mexico in 2020. For additional information, see "Item 5—Operating and Financial Review and Prospects—Summary of Material Contractual Obligations and Commercial Commitments—Contractual Obligations."

In 1999, we entered into an agreement with an international partnership, which financed, built and operated TEG, a 230 megawatt ("MW") energy plant in Tamuín, San Luis Potosí, Mexico. We entered into this agreement in order to reduce the volatility of our energy costs. The power plant commenced commercial operations in April 2004. In 2007, the original operator was replaced and the agreement was extended to 2027. For additional information, see "Item 5—Operating and Financial Review and Prospects—Summary of Material Contractual Obligations and Commercial Commitments—Contractual Obligations."

In 2006, in order to take advantage of the high wind potential in the "Tehuantepec Isthmus," CEMEX and the Spanish company ACCIONA, S.A. ("ACCIONA"), formed an alliance to develop a wind farm project for the generation of 250 MW in the Mexican state of Oaxaca. The installation of 167 wind turbines in the farm was finished on November 15, 2009. For additional information, see "Item 5—Operating and Financial Review and Prospects—Summary of Material Contractual Obligations and Commercial Commitments—Contractual Obligations."

In connection with the beginning of full commercial operations of Ventika S.A.P.I. de C.V. and Ventika II S.A.P.I. de C.V. wind farms (jointly, "Ventikas"), located in the Mexican state of Nuevo León, with a combined generation capacity of 252 MW, we agreed to acquire a portion of the energy generated by Ventikas for our Mexican plants for a period of 20 years, which began in April 2016. During 2020, Ventikas supplied 11% of CEMEX's overall electricity needs in Mexico. This agreement is for CEMEX's own use and as of the date of this annual report CEMEX does not intend to engage in energy trading. In 2017, we signed a contract with Energía Azteca X, a natural gas combined cycle plant located in Mexicali, Baja California. This plant started supplying energy to the CEMEX Ensenada plant in November 2018. In 2020, we consumed 64% of the CEMEX Ensenada electric energy needs from Energía Azteca X.

On October 24, 2018, in order to take advantage of lower electric energy prices, we entered into agreements for a period of 20 years with Tuli Energía, S. de R.L. de C.V. ("Tuli Energía") and Helios Generación, S. de R.L. de C.V. ("Helios Generación") to acquire a portion of the energy generated by such solar projects. The solar plants located in the Mexican state of Zacatecas have a combined generation capacity of 300 MW. These solar plants started producing test energy in September 2019, and the effective commencement date of such agreements was December 21, 2019 for Tuli Energía and April 22, 2020 for Helios Generación.

We have, from time to time, purchased hedges from third parties to reduce the effect of volatility in energy prices in Mexico. See "Item 5—Operating and Financial Review and Prospects—Summary of Material Contractual Obligations and Commercial Commitments—Contractual Obligations." Additionally, a CEMEX's subsidiary participated as a buyer in the third long-term power auction organized in 2017 by the National Center for Energy Control (*Centro Nacional de Control de Energía*) ("CENACE") (the independent system operator) and has been allocated a 20-year contract, that started in November 2020. The contract is for 16,129 clean energy certificates per year for compliance with legal requirements and 14.9 GWh/a of electric power.

Description of Properties, Plants and Equipment. As of December 31, 2020, we had 15 wholly-owned cement plants (of which two were temporarily inactive) with a cement installed capacity of 26.4 million tons per

year and proportional interests through associates in three other cement plants located throughout Mexico. We have exclusive access to limestone quarries and clay reserves near each of our plant sites in Mexico. We estimate that, as of December 31, 2020, the limestone and clay permitted proven and probable reserves of our operations in Mexico had an average remaining life of 135 and 104 years, respectively, assuming 2016-2020 average annual cement production levels. As of December 31, 2020, all our producing plants in Mexico utilized the dry process. See "Item 3—Key Information—COVID-19 Outbreak" for more information on the impact of certain measures being taken by the governments of the countries in which we operate regarding temporary halts in production at our operating facilities to stop the spread of COVID-19.

As of December 31, 2020, we had a network of 92 land distribution centers in Mexico, which are supplied through a fleet of our own trucks and rail cars, as well as leased trucks and rail facilities, and operated eight marine terminals. In addition, we had 250 ready-mix concrete plants (60 were temporarily inactive) throughout 66 cities in Mexico, more than 2,200 ready-mix concrete delivery trucks and 12 aggregates quarries (one was temporarily inactive).

Capital Expenditures. We made capital expenditures of $168 million in 2018, $199 million in 2019 and $144 million in 2020. As of December 31, 2020, we expected to make capital expenditures of over $193 million in our operations in Mexico during 2021, however, this amount could change based on the development of the COVID-19 pandemic and other factors and any impact they could have on our business prospects. See "Item 3—Key Information—COVID-19 Outbreak" for more information on our capital expenditures.

United States

Overview. For the year ended December 31, 2020, our operations in the United States represented 29% of our revenues in Dollar terms before eliminations resulting from consolidation. As of December 31, 2020, our operations in the United States represented 16% of our total installed cement capacity and 46% of our total assets. As of December 31, 2020, CEMEX, Inc. was the main holding company of our operating subsidiaries in the United States.

As of December 31, 2020, we had a cement manufacturing capacity of 14.1 million tons per year in our operations in the United States. As of December 31, 2020, we operated a geographically diverse base of 10 cement plants (two were temporarily inactive) located in Alabama, California, Colorado, Florida, Georgia, Pennsylvania, Tennessee and Texas. As of that date, we also operated 35 (four temporarily inactive) rail, truck or water-served active cement distribution terminals and 11 deep-water import terminals (two were temporarily inactive) in the United States. As of December 31, 2020, we had 335 ready-mix concrete plants (46 were temporarily inactive) located in Alabama, Arizona, California, Florida, Georgia, Nevada, Tennessee, Texas and Virginia and 60 aggregates facilities (14 were temporarily inactive) in Arizona, California, Florida, Georgia, Nevada, South Carolina and Texas.

On September 23, 2013, we and Concrete Supply Company, a leading producer of ready-mix concrete throughout North and South Carolina, entered into a joint venture agreement and formed a joint venture company named Concrete Supply Co. LLC, in which Concrete Supply Holdings Co. holds a majority ownership stake in and acts as the managing member. This joint venture is a leading concrete supplier in North and South Carolina with strong local management.

In February 2015, we completed an asset swap with Vulcan Materials Company, under which CEMEX exchanged its asphalt plants in Arizona and Sacramento, California for 12 ready-mix concrete plants in California. Under the agreement, CEMEX continues supplying aggregates to the exchanged asphalt plants. Also, CEMEX is able to capture incremental cement sales to the acquired ready-mix concrete plants. Given the operations and strategic focus in these markets, we expect each party should earn a higher return on the exchanged assets and continue serving its customers efficiently. This swap was a cash-free transaction.

See “Item 5—Operating and Financial Review and Prospects—Recent Developments—Recent Developments Relating to Our Asset Divestiture Plans” for more information regarding our assets in the United States.

Industry. Demand for cement is derived from the demand for ready-mix concrete and concrete products which, in turn, is dependent on the demand for construction. The construction industry is composed of three major sectors: the residential, the industrial-and-commercial and the public sectors. The public sector is the most cement intensive sector, particularly for infrastructure projects such as streets, highways and bridges.

Prior to the impact of the COVID-19 pandemic, the construction industry had showed signs of a slow recovery from the financial crisis experienced during 2008 and 2009, which was the worst downturn in over 70 years. The construction industry was hit particularly hard during this financial crisis due to the collapse of the housing sector. Housing starts fell 73% from a peak of 2.1 million units in 2005 to only 554,000 units in 2009. The decline in housing and other construction activity resulted in a 45% decline in cement demand from 2005 to 2010. The economic recovery had proceeded at a relatively moderate pace, with real GDP average annual growth of 2.3% since 2011 through the end of 2019. With the economy growing again, the construction sector stabilized in 2010 and joined the economy-wide recovery in 2011. The excess vacant inventory in the housing sector has been absorbed and existing home inventories for sale have declined to below normal levels across the nation, which together have supported an increase in housing prices for 2017, 2018 and 2019 of about 16%. Housing starts increased by 223% from 554 thousand units in 2009 to 1.3 million units in 2019. Housing starts in 2019 increased by 3% from 2018 to 1.3 million units, which remains below the historical steady state level. The industrial-and-commercial sector had also been growing with nominal spending up 8% from 2014 to 2019. Industrial-and-commercial nominal spending decreased by 2% in 2019. The public sector, which has lagged compared to the other construction sectors in this recovery, recorded a spending increase of 9% in 2019. Cement demand had been increasing annually since 2014 with an estimated growth of 3.2% in 2019 after an increase of 21% from 2013 to 2018. As of December 31, 2020, the Portland Cement Association is forecasting a 0.8% increase in cement demand in the United States for 2021, but as of the date of this annual report we are not able to assess whether the cement demand in the United States will increase or not during 2021 because of the effects of the COVID-19 pandemic. See “Item 3—Key Information—Risk Factors—Risks Relating to Our Business—The COVID-19 outbreak could materially adversely affect our financial condition and results of operations” for more information on the risk of lower demand for our products and services.

Competition. As of December 31, 2020, the cement industry in the United States was highly competitive, including national and regional cement producers in the United States. As of December 31, 2020, our principal competitors in the United States were LafargeHolcim, Buzzi-Unicem, HeidelbergCement AG (“Heidelberg”) and CRH.

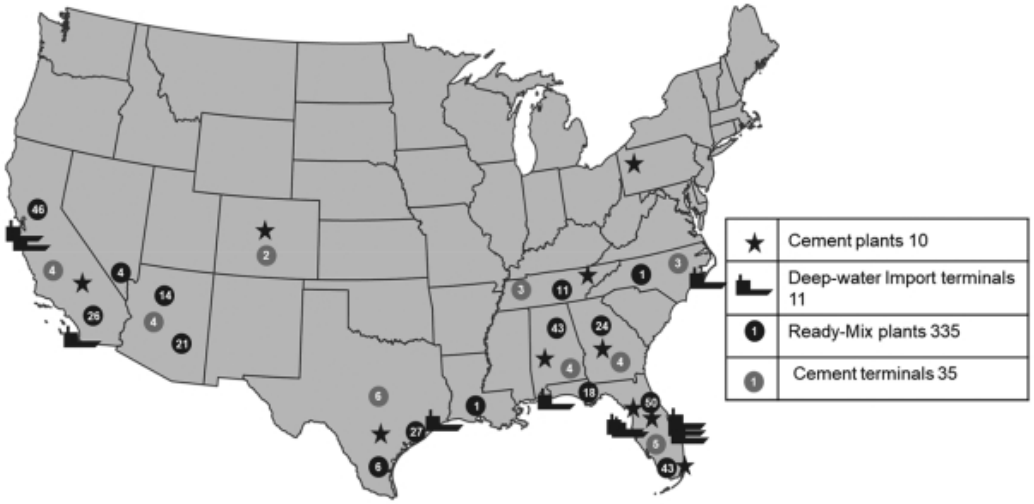
As of December 31, 2020, the independent U.S. ready-mix concrete industry was highly fragmented. According to the National Ready Mixed Concrete Association (“NRMCA”), it is estimated that as of December 31, 2020 there were about 6,500 ready-mix concrete plants that produce ready-mix concrete in the United States and about 65,000 ready-mix concrete mixer trucks that delivered the concrete to the point of placement. The NRMCA estimates that, as of December 31, 2020, the value of ready-mix concrete produced by the industry was approximately $35 billion per year. Given that the concrete industry has historically consumed approximately 75% of all cement produced annually in the United States, many cement companies choose to develop concrete plant capabilities. See “Item 3—Key Information—Risk Factors—Risks Relating to Our Business—The COVID-19 outbreak could materially adversely affect our financial condition and results of operations” and “Item 3—Key Information—COVID-19 Outbreak” for more information on how the ready-mix concrete industry in the United States could be affected by the COVID-19 pandemic.

Aggregates are widely used throughout the United States for all types of construction because they are the most basic materials for building activity. The United States Geological Survey (“USGS”) estimates over 2.4 billion tons of aggregates were produced in 2020, a decrease of about 1% over 2019. As of December 31,

2020, crushed stone accounted for 60% of aggregates consumed, sand & gravel 39%, and slag 1%. These products are produced in all 50 states and had a value of $27.7 billion as of December 31, 2020. The United States aggregates industry is highly fragmented and geographically dispersed. The top ten producing states represented more than 50% of all production as of year-end 2020. According to the USGS, during 2020, an estimated 3,870 companies operated 6,800 sand and gravel sites and 1,410 companies operated 3,440 crushed stone quarries in the 50 states.

Our Operating Network in the United States

The maps below reflect the location of our operating assets, including our cement plants and cement terminals in the United States as of December 31, 2020.



Products and Distribution Channels

Cement. For the year ended December 31, 2020, our cement operations represented 30% of revenues for our operations in the United States, before eliminations resulting from consolidation in Dollar terms. In the United States, we deliver a substantial portion of cement by rail, which occasionally goes directly to customers. Otherwise, shipments go to distribution terminals where customers pick up the product by truck or we deliver the product by truck. The majority of our cement sales in the United States are made directly to users of gray portland and masonry cements, generally within a radius of approximately 200 miles of each plant.

Ready-Mix Concrete. For the year ended December 31, 2020, our ready-mix concrete operations represented 43% of revenues for our operations in the United States, before eliminations resulting from consolidation in Dollar terms. Our ready-mix concrete operations in the United States purchase most of their cement aggregates requirements from our cement operations in the United States. Our ready-mix concrete products are mainly sold to residential, commercial and public contractors and to building companies.

Aggregates. For the year ended December 31, 2020, our aggregates operations represented 18% of revenues for our operations in the United States, before eliminations resulting from consolidation in Dollar terms. We estimate that, as of December 31, 2020, the crushed stone quarries and sand/gravel pits permitted proven and probable reserves of our operations in the United States had an average remaining life of 41 years assuming 2016-2020 average annual aggregates production levels. Our aggregates are consumed mainly by our internal operations and by our trade customers in the ready-mix, concrete products and asphalt industries.

Production Costs. The largest cost components of our plants are usually electricity and fuel, which accounted for 21% of our total production costs of our cement operations in the United States in 2020. As of December 31, 2020, we had been implementing a program expected to gradually replace coal with more economic fuels, such as pet coke, tires and other alternative fuels, which has resulted in reduced energy costs. By retrofitting our cement plants to handle alternative energy fuels, we believe we have gained more flexibility in supplying our energy needs and have become less vulnerable to potential price spikes in energy. In 2020, the increased use of alternative fuels helped to offset the effect on our fuel costs of increasing coal prices. Power costs in 2020 represented 10% of the cash manufacturing cost of our cement operations in the United States, which represents production cost before depreciation. We aim to improve the efficiency of our electricity usage of our cement operations in the United States, concentrating our manufacturing activities in off-peak hours and negotiating lower rates with electricity suppliers.

Description of Properties, Plants and Equipment. As of December 31, 2020, we operated 10 cement manufacturing plants in the United States (two were temporarily inactive), and had a total installed cement capacity of 14.1 million tons per year. We estimate that, as of December 31, 2020, the limestone permitted proven and probable reserves of our operations in the United States had an average remaining life of 49 years, assuming 2016-2020 average annual cement production levels. As of that date, we operated a distribution network of 35 cement terminals (four were temporarily inactive) and 11 deep-water import terminals (two were temporarily inactive). All of our 10 cement production facilities in 2020 were wholly-owned by CEMEX, Inc. As of December 31, 2020, CEMEX, Inc. had 335 wholly-owned ready-mix concrete plants (46 were temporarily inactive) and operated a total of 60 aggregates quarries (14 were temporarily inactive). As of December 31, 2020, we distributed fly ash through four terminals. As of that date, we also owned 13 concrete block facilities. Considering mainly the negative effects of the COVID-19 pandemic on certain idle assets that will remain closed for the foreseeable future in relation to the estimated sales volumes and our ability to supply demand by achieving efficiencies in other operating assets, during 2020, we recognized non-cash impairment losses of $76 million in relation to assets in the United States mainly the North Brooksville plant. See “Item 3—Key Information—COVID-19 Outbreak” for more information on the temporary shut-down of a few ready-mix concrete plants in the San Francisco area as a result of COVID-19.

In the United States, we have continued to take a number of actions to streamline our operations and improve productivity, including temporary capacity adjustments and rationalizations in some of our cement

plants, and shutdowns of ready-mix concrete and block plants and aggregates quarries. As of December 31, 2020, we were utilizing approximately 86% of our ready-mix concrete plants, 65% of our block manufacturing plants and 73% of our aggregates quarries in the United States.

Capital Expenditures. We made capital expenditures of $405 million in 2018, $398 million in 2019 and $284 million in 2020 in our operations in the United States. As of December 31, 2020, we had expected to make capital expenditures of $376 million in our operations in the United States during 2021, however, this amount could change based on the development of the COVID-19 pandemic and other factors and any impact they could have on our business prospects. See "Item 3—Key Information—COVID-19 Outbreak" for more information on our capital expenditures.

EMEAA

For the year ended December 31, 2020, our business in the EMEAA region, which includes our operations in the EMEAA region and the Rest of EMEAA segment, as described below, represented 32% of our revenues before eliminations resulting from consolidation. As of December 31, 2020, our operations in the EMEAA region represented 39% of our total installed capacity and 24% of our total assets.

As of December 31, 2020, as part of our "Operation Resilience" strategy, we continue to completely transform the way our EMEAA region is organized. We continue to fully transition from country-based organization to functional, product-focused organization across the whole region. Once completed, these changes are expected to result in higher efficiencies and faster implementation of actions to serve our customers better and increase our profitability.

Our Operations in the United Kingdom

Overview. For the year ended December 31, 2020, our operations in the United Kingdom represented 5% of our revenues in Dollar terms, before eliminations resulting from consolidation in Dollar terms. As of December 31, 2020, our operations in the United Kingdom represented 5% of our total assets.

As of December 31, 2020, we were a leading provider of building materials in the United Kingdom with vertically integrated cement, ready-mix concrete, aggregates and asphalt operations, and were are also an important provider of concrete and precast materials solutions such as concrete blocks, concrete block paving, flooring systems and sleepers for rail infrastructure.

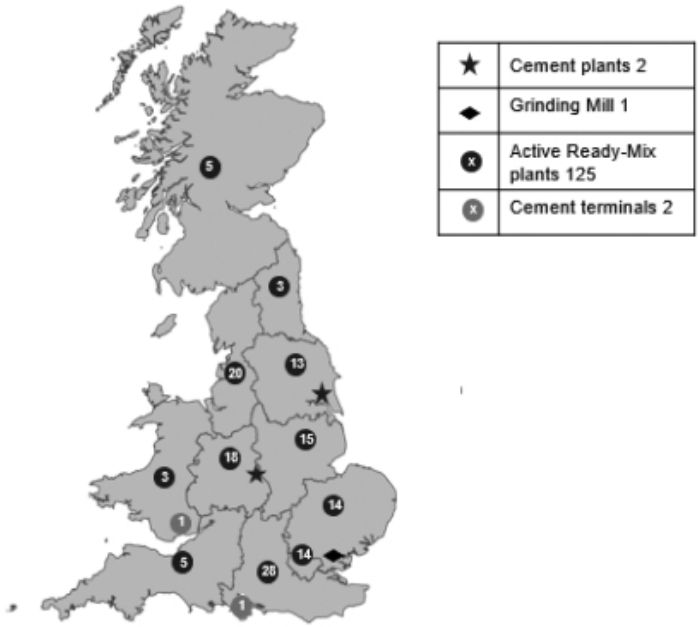
On August 3, 2020, through an affiliate in the United Kingdom, we closed the sale of certain assets to Breedon for an amount of $230 million, including $30 million of debt. The assets included 49 ready-mix plants, 28 aggregate quarries, four depots, one cement terminal, 14 asphalt plants, four concrete products operations, as well as a portion of our paving solutions business in the United Kingdom. After completion of this divestiture, we maintain a significant footprint in key operating geographies in the United Kingdom related with the production and sale of cement, ready-mix, aggregates, asphalt and paving solutions, among others. As of December 31, 2019, the assets and liabilities associated with this segment in the United Kingdom were presented in the statement of financial position within the line items of "Assets held for sale," including a proportional allocation of goodwill of $47 million, and "Liabilities directly related to assets held for sale," respectively. Moreover, the operations related to this segment for the period from January 1 to August 3, 2020, which includes a loss on sale of $57 million net of the proportional allocation of goodwill mentioned above, and for the years ended December 31, 2017, 2018 and 2019 are presented in our statements of operations net of tax in the single line item "Discontinued operations."

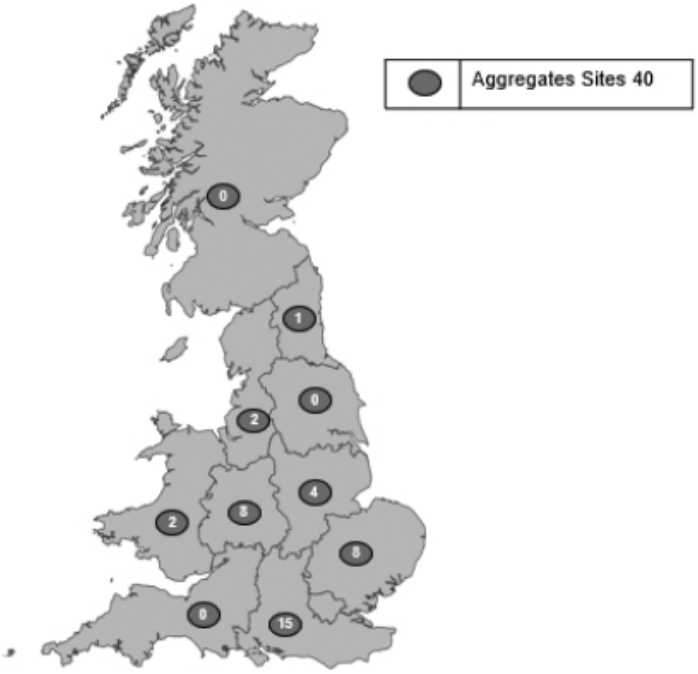
Industry. According to the U.K. Office for National Statistics, total construction output decreased by 12.5% in 2019, as compared to a 1.8% increase in 2020. New construction orders decreased by 12.8% in the full year

2020. Private housing starts decreased 25.4% in the full year 2020 according to the Ministry of Housing. Industrial & Commercial construction output decreased 18.3% weighed down by the commercial sector which decreased 18.4% (after a decline of 2.2% in 2019) as a result of Brexit-related uncertainty. Infrastructure decreased 3.9% in 2020. As of December 31, 2020, the official data corresponding to 2020 has not been released by the Mineral Products Association, but as of the date of this annual report we estimate that domestic cement demand contracted in 2020 compared to 2019. Ready-mix concrete consumption in the full year 2020 contracted by 18.2%.

Competition. As of December 31, 2020, our primary competitors in the United Kingdom are: Tarmac (owned by CRH after divestments by Lafarge and Holcim during their merger), Hanson (a subsidiary of Heidelberg), Aggregate Industries (a subsidiary of LafargeHolcim) and Breedon, which acquired Hope Construction Materials (owned by Mittal Investments). In addition, during 2020 an estimated 2.5 million tons of cement were imported to the United Kingdom by various players including CRH, LafargeHolcim, Heidelberg and other independents, with products that compete with ours increasingly arriving from over-capacity markets including Ireland, Spain and Greece.

Our Operating Network in the United Kingdom





Products and Distribution Channels

Cement. For the year ended December 31, 2020, our cement operations represented 20% of revenues for our operations in the United Kingdom before eliminations resulting from consolidation in Dollar terms. About 76.6% of our United Kingdom cement sales were of bulk cement, with the remaining 23.4% in bags. Our bulk cement is mainly sold to ready-mix concrete, concrete block and pre-cast product customers and contractors. Our bagged cement is primarily sold to national builders' merchants.

Ready-Mix Concrete. For the year ended December 31, 2020, our ready-mix concrete operations represented 27% of revenues for our operations in the United Kingdom before eliminations resulting from consolidation in Dollar terms. Special products, including self-compacting concrete, fiber-reinforced concrete, high strength concrete, flooring concrete and filling concrete, represented 19.3% of our 2020 United Kingdom sales volume. In 2020, our ready-mix concrete operations in the United Kingdom purchased 90.5% of its cement requirements from our cement operations in the United Kingdom and 78.4% of its aggregates requirements from our aggregates operations in the United Kingdom. Our ready-mix concrete products are mainly sold to public, commercial and residential contractors.

Aggregates. For the year ended December 2020, our aggregates operations represented 31% of revenues for our operations in the United Kingdom before eliminations resulting from consolidation in Dollar terms. In 2020, our United Kingdom aggregates sales were divided as follows: 54% were sand and gravel and 46% were limestone. In 2020, 32.6% of our aggregates volumes were obtained from marine sources along the United Kingdom's coast. In 2020, 34.4% of our United Kingdom aggregates production was consumed by our own ready-mix concrete operations as well as our asphalt, concrete block and precast operations. We also sell aggregates to major contractors to build roads and other infrastructure projects.

Cement Production Costs. In 2020, fixed production costs decreased by 19% driven by the mothballing of the South Ferriby Plant and COVID-19-related savings (Furlough & Maintenance). Variable costs decreased by 6.3% in absolute terms, primarily as a result of lower volumes, partially offset by increased purchased cement cost following the closure of South Ferriby. During 2020, we continued to implement our cost reduction programs through our use of alternative fuels.

Ready-Mix Concrete Production Costs. In 2020, fixed production costs decreased by 10.9%, as compared to fixed production costs in 2019, due to significant wages & salary savings through the UK government furlough scheme as well as reduced maintenance and rentals cost due to closed sites. 2019 also saw increased product liability expenses, not experienced in 2020.

Aggregates Production Costs. In 2020, fixed production costs increased by 0.6% as compared to 2019 fixed production costs due to exceptional insurance, product liability and legal provision cost and inflationary increases across the cost base offset by COVID-19-related savings.

Description of Properties, Plants and Equipment. As of December 31, 2020, we had two cement plants (one was inactive) and one clinker grinding facility in the United Kingdom. Assets in operation at year-end 2020 represent an installed cement capacity of 3.6 million tons per year, this is a reduction from 2019 due to the mothballing of South Ferriby. We estimate that, as of December 31, 2020, the limestone and clay permitted proven and probable reserves of our operations in the United Kingdom had an average remaining life of 51 and 45 years, respectively, assuming 2016-2020 average annual cement production levels. As of December 31, 2020, we also owned two cement import terminals and operated 141 ready-mix concrete plants (138 fixed and three mobile, of which 13 and three were temporarily inactive, respectively) and 40 aggregates quarries (11 were temporarily inactive) in the United Kingdom. In addition, we had operating units dedicated to the asphalt, concrete blocks, concrete block paving, sleepers and flooring businesses in the United Kingdom.

In order to have access to blended cements, which are more sustainable based on their reduced clinker factor and use of by-products from other industries, our grinding and blending facility at the Port of Tilbury, located on

the Thames River east of London has an annual grinding capacity of 0.9 million tons, which allows us to have access to blended cements. Blended cements are more sustainable based on their reduced clinker factor and use of by-products from other industries.

Capital Expenditures. We made capital expenditures of $61 million in 2018, $67 million in 2019 and $55 million in 2020 in our operations in the United Kingdom. As of December 31, 2020, we expected to make capital expenditures of $98 million in our operations in the United Kingdom during 2021, however, this amount could change based on the development of the COVID-19 pandemic and other factors and any impact they could have on our business prospects. See “Item 3—Key Information—COVID-19 Outbreak” for more information on our capital expenditures.

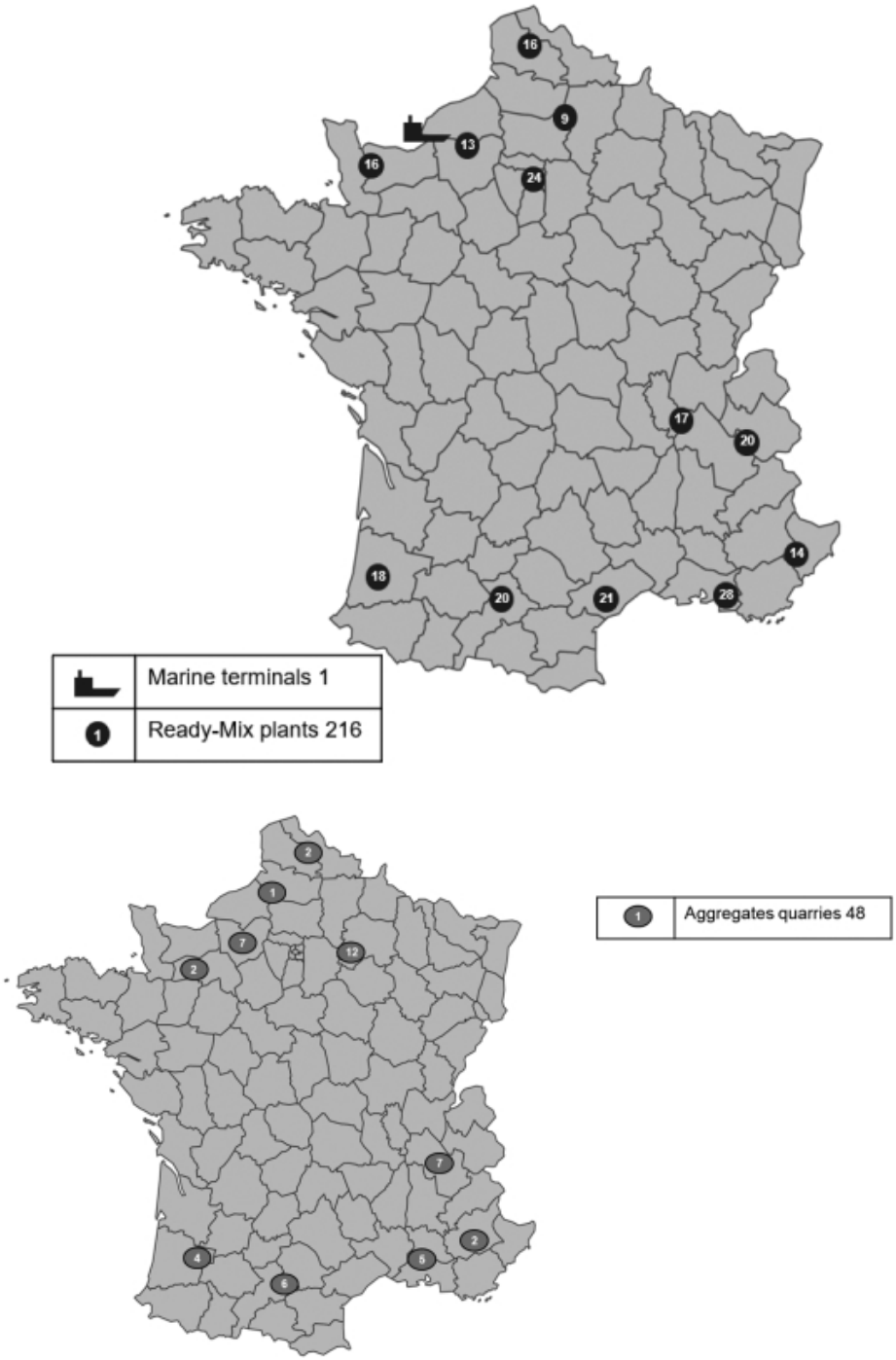
Our Operations in France

Overview. As of December 31, 2020, we were a leading ready-mix concrete producer and a leading aggregates producer in France. For the year ended December 31, 2020, our ready-mix concrete operations represented 65% and our aggregates and other businesses represented 35% of revenues for our operations in France before eliminations resulting from consolidation in Dollar terms. We distribute most of our materials by road and a significant quantity by waterways, seeking to maximize the use of this efficient and sustainable alternative. For the year ended December 31, 2020, our operations in France represented 6% of our revenues in Dollar terms, before eliminations resulting from consolidation. As of December 31, 2020, our operations in France represented 4% of our total assets.

Industry. According to the National Institute of Statistics and Economic Studies, housing starts in the residential sector decreased by 6.9% in 2020 compared to 2019. Non-residential starts (m2) decreased by 16.3% in 2020 compared to 2019 and demand from the public works sector decreased by 12.5% over the same period. According to National Union of Quarrying and Building Materials Industries (French Association), ready-mix concrete consumption decreased by 9.7% year to date up to November 2020.

Competition. As of December 31, 2020, our main competitors in the ready-mix concrete market in France included LafargeHolcim, Heidelberg, CRH and Vicat SA (“Vicat”), and our main competitors in the aggregates market in France included LafargeHolcim, Heidelberg, Colas (Bouygues) and Eurovia (Vinci). In France, we rely on sourcing cement from third parties, while many of our major competitors in ready-mix concrete are subsidiaries of French cement producers.

Our Operating Network in France



Description of Properties, Plants and Equipment. As of December 31, 2020, we operated 216 ready-mix concrete plants in France, one marine cement terminal located in Le Havre, on the northern coast of France, 21 land distribution centers, 48 aggregates quarries (one was temporarily inactive) and 10 river ports.

Capital Expenditures. We made capital expenditures of $44 million in 2018, $38 million in 2019 and $62 million in 2020 in our operations in France. As of December 31, 2020, we expected to make capital expenditures of $49 million in our operations in France during 2021, however, this amount could change based on the development of the COVID-19 pandemic and other factors and any impact they could have on our business prospects. See “Item 3—Key Information—COVID-19 Outbreak” for more information on our capital expenditures.

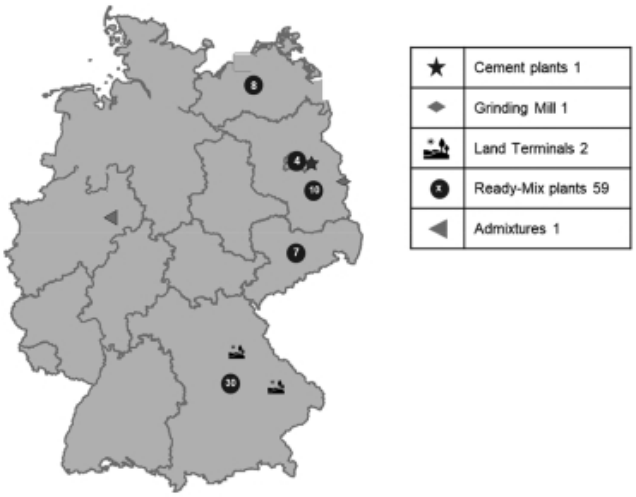
Our Operations in Germany

Overview. For the year ended December 31, 2020, our operations in Germany represented 4% of our revenues in Dollar terms, before eliminations resulting from consolidation. As of December 31, 2020, our operations in Germany represented 1% of our total assets. For the year ended December 31, 2020, cement represented 35%, ready-mix concrete 34% and our aggregates and other businesses 31% of revenues in Dollar terms from our operations in Germany before intra-sector eliminations within the segment and before eliminations resulting from consolidation. As of December 31, 2020, we were a leading provider of building materials in Germany, with vertically integrated cement, ready-mix concrete and aggregates businesses

Industry. According to DESTATIS, the German Federal Statistical Office, total construction output in Germany increased by 2.6% in 2020, compared to 2019 with both infrastructure and buildings posting positive growth rates (5.7% and 2.1%, respectively).

Competition. As of December 31, 2020, our primary competitors in the cement market in Germany were Heidelberg, Dyckerhoff (a subsidiary of Buzzi-Unicem), LafargeHolcim, CRH and Schwenk, a local German competitor. These competitors, along with CEMEX in Germany, represented a market share of above 95%, as estimated by us, for 2020. The ready-mix concrete and aggregates markets in Germany are fragmented and regionally heterogeneous, with many local competitors. The consolidation process in the ready-mix concrete and aggregates markets is moderate.

Our Operating Network in Germany



Description of Properties, Plants and Equipment. As of December 31, 2020, we operated one cement plant and one cement grinding mill in Germany and our installed cement capacity was 3.1 million tons per year. We estimate that, as of December 31, 2020, the limestone permitted proven and probable reserves of our operations in Germany had an average remaining life up to 36 years, assuming 2016-2020 average annual cement production levels. As of December 31, 2020, our operations in Germany also included 59 ready-mix concrete plants (one was temporarily inactive), 14 aggregates quarries (three were temporarily inactive) and two land distribution centers.

Capital Expenditures. We made capital expenditures of $27 million in 2018, $25 million in 2019 and $24 million in 2020 in our operations in Germany. As of December 31, 2020, we expected to make capital expenditures of $28 million in our operations in Germany during 2021, however, this amount could change based on the development of the COVID-19 pandemic and other factors and any impact they could have on our business prospects. See “Item 3—Key Information—COVID-19 Outbreak” for more information on our capital expenditures.

Our Operations in Spain

Overview. For the year ended December 31, 2020, our operations in Spain represented 2% of our revenues in Dollar terms, before eliminations resulting from consolidation. As of December 31, 2020, our operating business in Spain represented 4% of our total assets.

On March 29, 2019, we entered into a binding agreement with Çimsa Çimento Sanayi Ve Ticaret A.Ş.to divest our white cement business outside Mexico and the United States for an initial price of $180 million, including our Buñol cement plant in Spain and our white cement customers list. The closing of the transaction is subject to certain closing conditions, including requirements set by regulators. As of the date of this annual report, we expect to close the transaction during the second half of 2021.

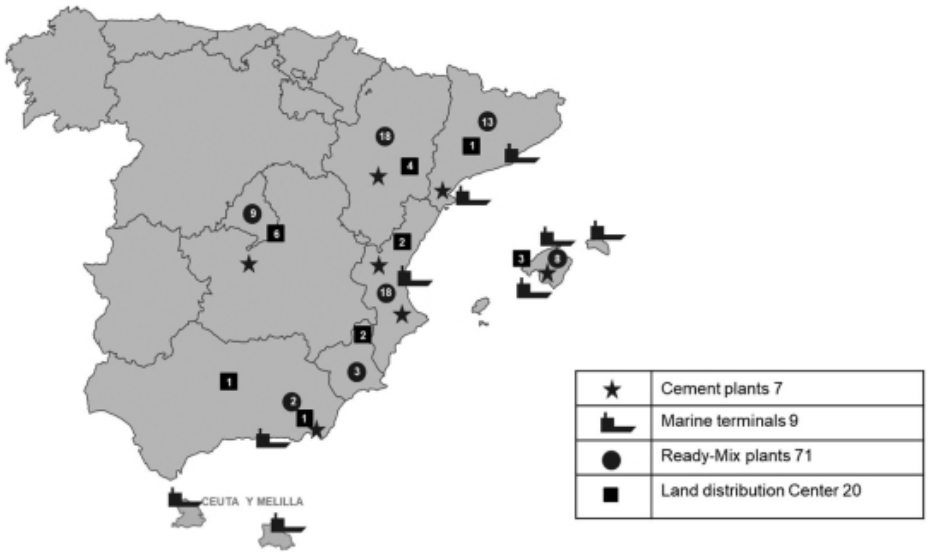
Industry. According to preliminary data, in 2020, construction investment declined by 15.8% compared to 2019 primarily driven by housing, with a 18.6% decline, while the non-residential sector decreased by 12% in the full year 2020.

According to the Spanish Cement Producers Association (*Agrupación de Fabricantes de Cemento de España*) (“OFICEMEN”), as of the date of this annual report, total cement consumption in Spain reached approximately 13.29 million tons in 2020, decreasing 9.7% compared to 2019.

As of December 31, 2020, cement exports from Spain amounted to 3.3 million tons. In recent years, Spanish cement and clinker export volumes have fluctuated, reflecting the rapid changes in demand in the Mediterranean basin as well as the strength of the Euro and changes in the domestic market. According to OFICEMEN, these total export volumes decreased 10% in 2018, decreased by 23% in 2019 and remained flat in 2020 compared to 2019.

Competition. According to our estimates, as of December 31, 2020, we were one of the largest multinational producers of clinker and cement in Spain. Competition in the ready-mix concrete industry is intense in large urban areas. The overall high degree of competition in the Spanish ready-mix concrete industry is reflected in the multitude of offerings from a large number of concrete suppliers. We have focused on developing value-added products and attempting to differentiate ourselves in the marketplace. The distribution of ready-mix concrete remains a key component of our business strategy in Spain.

Our Operating Network in Spain



Products and Distribution Channels

Cement. For the year ended December 31, 2020, our cement operations represented 64% of revenues for our operations in Spain before eliminations resulting from consolidation in Dollar terms. We offer various types of cement in Spain, targeting specific products to specific markets and users. In 2020, 14% of the domestic sales volume of our main operating subsidiary in Spain consisted of bagged cement, and the remainder of its domestic sales volume consisted of bulk cement, primarily to ready-mix concrete operators, including sales to our other operations in Spain, as well as industrial customers that use cement in their production processes and construction companies.

Ready-Mix Concrete. For the year ended December 31, 2020, our ready-mix concrete operations represented 23% of revenues for our operations in Spain before eliminations resulting from consolidation in Dollar terms. Our ready-mix concrete operations in Spain in 2020 purchased almost 92% of their cement requirements from our cement operations in Spain and 51% of their aggregates requirements from our aggregates operations in Spain.

Aggregates. For the year ended December 31, 2020, our aggregates operations represented 7% of revenues for our operations in Spain before eliminations resulting from consolidation in Dollar terms.

Exports. Exports of cement and clinker by our operations in Spain, which represented 7% of revenues for our operations in Spain before eliminations resulting from consolidation, increased 33% in 2020 compared to 2019, primarily as a result of better mix of cement/clinker mix and targeting markets with higher prices. Of our total exports from Spain in 2020, 33% consisted of gray portland cement and 67% of clinker. Of our total gray cement and clinker export volumes from our operations in Spain during 2020, 85% were to the United Kingdom.

Production Costs. We have improved the efficiency of our operations in Spain by introducing technological improvements that have significantly reduced our energy costs, including the use of alternative fuels, in accordance with our cost reduction efforts. In 2020, we used organic waste, tires and plastics as fuel, achieving a 51% substitution rate for pet coke in our gray and white clinker kilns for the year.

Description of Properties, Plants and Equipment. As of December 31, 2020, including the plant we are divesting in Buñol, our operations in Spain included seven cement plants located in Spain with an annual installed cement capacity of 9.9 million tons. As of that date, we also had 29 operative distribution centers, including 20 land and nine marine terminals, 71 ready-mix concrete plants (32 were temporarily inactive), 22 aggregates quarries (nine were temporarily inactive) and eight mortar plants. We estimate that, as of December 31, 2020, the limestone and clay permitted proven and probable reserves of our operations in Spain had an average remaining life of 97 and 36 years, respectively, assuming 2016-2020 average annual cement production levels. Considering the negative effects of the COVID-19 pandemic on certain idle assets that will remain closed for the foreseeable future in relation to the estimated sales volumes and our ability to supply demand by achieving efficiencies in other operating assets, during 2020, we recognized non-cash impairment losses for $135 million referring to the Lloseta and Gador plants in Spain. See "Item 3—Key Information—COVID-19 Outbreak" for more information on the impact on our operating facilities as a result of COVID-19.

Capital Expenditures. We made capital expenditures of $27 million in 2018, $34 million in 2019 and $22 million in 2020 in our operations in Spain. As of December 31, 2020, we expected to make capital expenditures of $38 million in our operations in Spain during 202, however, this amount could change based on the development of the COVID-19 pandemic and other factors and any impact they could have on our business prospects. See "Item 3—Key Information—COVID-19 Outbreak" for more information on our capital expenditures.

Our Operations in the Philippines

Overview. As of December 31, 2020, on a consolidated basis through various subsidiaries, CEMEX España indirectly held 100% of CASE, which in turn owned 77.84% of the outstanding share capital of CHP. As of December 31, 2020, CHP directly and indirectly owned 100% of our two principal operating subsidiaries in the Philippines, Solid Cement Corporation ("Solid Cement") and APO Cement Corporation ("APO"). For the year ended December 31, 2020, our operations in the Philippines represented 3% of our revenues before eliminations resulting from consolidation in Dollar terms. As of December 31, 2020, our operations in the Philippines represented 3% of our total assets.

As of December 31, 2020, CHP was investing in a new 1.7 million ton integrated cement production line at CEMEX's Solid Cement Plant located in Luzon, Philippines (the "Solid Cement Plant") with an estimated total investment of $234 million. Upon completion, this new line should nearly double the capacity of the Solid Cement Plant and will represent a 27% increase in our cement capacity in the Philippines. In October 2018, we entered into principal project agreements with CBMI Construction Co., Ltd, an affiliate of Sinoma International Engineering Co., Ltd., for the procurement, construction and installation of the new line. On April 25, 2019, Solid Cement held its ceremonial groundbreaking for the new line. Various works were already ongoing, including the mobilization of equipment and site development. As of the end of 2020, civil works, mainly related to excavation and foundation works for the different buildings and structures of the project, were in progress. In addition, the kiln and vertical cement mill for the new line are already at the plant. As of December 31, 2020, the new line was estimated to start operations by the second quarter of 2021. See "Item 3—Key Information—Risk Factors—Risks Relating to Our Business—The COVID-19 outbreak could materially adversely affect our financial condition and results of operations" and "Item 3—Key Information—COVID-19 Outbreak" for more information on our capital expenditures.

Competition. As of December 31, 2020, our major competitors in the Philippine cement market were LafargeHolcim, Republic, Eagle, Northern, Goodfound, Taiheiyo, Mabuhay, and Big Boss.

Description of Properties, Plants and Equipment. As of December 31, 2020, our operations in the Philippines included two cement plants with an annual installed cement capacity of 5.7 million tons, exclusive access to four quarries to supply raw materials to our cement plants, 23 land distribution centers and six marine distribution terminals. We estimate that, as of December 31, 2020, the limestone and clay permitted proven and

probable reserves accessed by our operations in the Philippines had an average remaining life of 38 years for Solid Cement and 21 years for APO, assuming 2016-2020 average annual cement production levels. See "Item 3—Key Information—COVID-19 Outbreak" for more information on the impact of certain measures being taken by the governments of the countries in which we operate regarding temporary halts in production at our operating facilities to stop the spread of COVID-19.

Cement. For the year ended December 31, 2020, our cement operations represented 99% of revenues for our operations in the Philippines before eliminations resulting from consolidation in Dollar terms.

Capital Expenditures. We made capital expenditures of $36 million in 2018, $84 million in 2019 and $82 million in 2020 in our operations in the Philippines. As of December 31, 2020, we expected to make capital expenditures of $93 million in our operations in the Philippines during 2021, however, this amount could change based on the development of the COVID-19 pandemic and other factors and any impact they could have on our business prospects. See "Item 3—Key Information—COVID-19 Outbreak" for more information on our capital expenditures.

Our Operations in Israel

Overview. We are a leading producer and supplier of raw materials for the construction industry in Israel. In addition to ready-mix concrete and aggregates, we produce a diverse range of building materials and infrastructure products in Israel. As of December 31, 2020, we operated 62 ready-mix concrete plants, seven aggregates quarries, one sand pit, two concrete products plant, one admixtures plant and one limestone factory in Israel. For the year ended December 31, 2020, our operations in Israel represented 5% of our revenues before eliminations resulting from consolidation in Dollar terms and 3% of our total assets.

Capital Expenditures. We made capital expenditures of $27 million in 2018, $33 million in 2019 and $28 million in 2020 in our operations in Israel. As of December 31, 2020, we expected to make capital expenditures of $40 million in our operations in Israel during 2021, however, this amount could change based on the development of the COVID-19 pandemic and other factors and any impact they could have on our business prospects. See "Item 3—Key Information—COVID-19 Outbreak" for more information on our capital expenditures.

Rest of EMEAA

As of December 31, 2020, our operations in the Rest of EMEAA segment consisted primarily of our operations in Poland, the Czech Republic, Croatia, Egypt and the UAE. These operations represented 7% of our revenues, before eliminations resulting from consolidation in Dollar terms, for the year ended December 31, 2020, and 4% of our total assets as of December 31, 2020. As of December 31, 2020, we expected to make capital expenditures of 69 million in the Rest of EMEAA segment during 2021. As of the date of this annual report, the expected capital expenditures to be made in our operations that make up our Rest of EMEAA segment during 2021 are under review as a result of measures taken by CEMEX to mitigate potential risks posed by the spread of COVID-19. See "Item 3—Key Information—COVID-19 Outbreak" for more information on our capital expenditures.

Our Operations in Poland

Overview. As of December 31, 2020, we were a leading provider of building materials in Poland, serving the cement, ready-mix concrete and aggregates markets. As of December 31, 2020, we operated two cement plants and one grinding mill with an installed cement capacity of 3.8 million tons per year. As of December 31, 2020, we also operated 42 ready-mix concrete plants, six aggregates quarries, two distribution centers and two marine terminals in Poland.

Industry. Preliminary estimates suggest that total cement consumption in Poland reached approximately 20 million tons in 2020, slightly increasing from 2019.

Competition. As of December 31, 2020, our primary competitors in the cement, ready-mix concrete and aggregates markets in Poland were Heidelberg, LafargeHolcim, CRH, Dyckerhoff and Miebach.

Capital Expenditures. We made capital expenditures of $36 million in 2018, $32 million in 2019 and $19 million in 2020 in our operations in Poland. As of December 31, 2020, we expected to make capital expenditures of $32 million in our operations in Poland during 2021, however, this amount could change based on the development of the COVID-19 pandemic and other factors and any impact they could have on our business prospects. See “Item 3—Key Information—COVID-19 Outbreak” for more information on our capital expenditures.

Our Operations in the Czech Republic

Overview. As of December 31, 2020, we were a leading producer of ready-mix concrete and aggregates in the Czech Republic. We also distribute cement in the Czech Republic. As of December 31, 2020, we operated one cement plant and one grinding mill with annual cement installed capacity of 1.7 million tons, one cement terminal and one admixtures plant in the Czech Republic. As of December 31, 2020, we also operated 72 ready-mix concrete plants (four of which were temporarily inactive), two mobile equipment producing concrete and 15 aggregates quarries in the Czech Republic.

Industry. According to the Czech Statistical Office, total construction output in the Czech Republic decreased by 7.7% in 2020 (seasonally adjusted). The decrease was mainly caused by the impact of the COVID-19 pandemic on the construction sector (such as delayed or postponed projects or reduced workforce).

According to the Czech Cement Association, total cement consumption in the Czech Republic reached year-over-year growth of 5.5% in the first half of 2020. As of the date of this annual report, the specific full-year data for 2020 will be provided by the Czech Cement Association in July 2021. According to our estimates, in 2020, the decline of total ready-mix concrete production in the Czech Republic is estimated at 3.3% and the decline of the aggregates market in the Czech Republic is estimated to remain flat in comparison with 2019.

Competition. As of December 31, 2020, our main competitors in the cement, ready-mix concrete and aggregates markets in the Czech Republic were Heidelberg, Buzzi-Unicem, LafargeHolcim, Strabag and Skanska.

Capital Expenditures. We made capital expenditures of $14 million in 2018, $16 million in 2019 and $17 million in 2020, in our operations in the Czech Republic. As of December 31, 2020, we expected to make capital expenditures of $20 million in our operations in the Czech Republic during 2021, however, this amount could change based on the development of the COVID-19 pandemic and other factors and any impact they could have on our business prospects. See “Item 3—Key Information—COVID-19 Outbreak” for more information on our capital expenditures.

Our Operations in Croatia

Overview. We were the largest cement producer in Croatia based on installed capacity as of December 31, 2020, according to our estimates. As of December 31, 2020, we had three cement plants in Croatia with an annual cement installed capacity of 2.6 million tons. As of December 31, 2020, one cement plant in Croatia was temporarily inactive. As of December 31, 2020, we also operated 11 land distribution centers, three marine cement terminals in Croatia, Bosnia and Herzegovina and Montenegro, six ready-mix concrete facilities in Croatia and Bosnia and Herzegovina and one aggregates quarry in Croatia.

Industry. According to our estimates made as of the date of this annual report, total cement consumption in Croatia, Bosnia and Herzegovina and Montenegro was almost 3.5 million tons in 2020, slightly lower than in 2019.

Competition. As of December 31, 2020, our primary competitors in the cement market in Croatia were Nexe and LafargeHolcim.

Capital Expenditures. We made capital expenditures of $4 million in 2018, $4 million in 2019 and $8 million in 2020 in our operations in Croatia. As of December 31, 2020, we expected to make capital expenditures of $4 million in our operations in Croatia during 2021, however, this amount could change based on the development of the COVID-19 pandemic and other factors and any impact they could have on our business prospects. See "Item 3—Key Information—COVID-19 Outbreak" for more information on our capital expenditures.

Our Operations in Egypt

Overview. As of December 31, 2020, we operated one cement plant in Egypt with an annual installed cement capacity of 5.4 million tons. This plant is located approximately 280 miles south of Cairo and serves the upper Nile region of Egypt, as well as Cairo and the Delta region, Egypt's main cement market. We estimate that, as of December 31, 2020, the limestone and clay permitted proven and probable reserves of our operations in Egypt had an average remaining life of 5 and 23 years, respectively, assuming 2016-2020 average annual cement production levels. In addition, as of December 31, 2020, we also operated five ready-mix concrete plants and seven land distribution centers in Egypt. See "Item 4—Information on the Company—Regulatory Matters and Legal Proceedings—Other Legal Proceedings—Egypt Share Purchase Agreement" for a description of certain legal proceedings relating to the share purchase agreement, signed in November 1999 between CEMEX, S.A.B. de C.V. and state-owned Metallurgical Industries Company, pursuant to which CEMEX, S.A.B. de C.V. acquired a controlling interest in ACC.

Industry. According to the Ministry of Trade and Industry official figures and CEMEX's estimates, based on government data (local and imported cement), the Egyptian market consumed approximately 46.0 million tons of cement during 2020. Cement consumption decreased by approximately 5.2% in 2020 compared to 2019, which was mainly attributed to the governmental construction ban. As of December 31, 2020, the cement industry in Egypt had a total of 18 cement producers, with an aggregate annual installed cement production capacity of approximately 88.5 million tons.

Competition. According to the Ministry of Investment official figures, during 2020, LafargeHolcim (Egyptian Cement Company), ACC and Heidelberg (Suez Cement, Torah Cement and Helwan Portland Cement) represented approximately 32% of the total cement production in Egypt. Other significant competitors in Egypt are Arabian (La Union), Titan (Alexandria Portland Cement and BeniSuef Cement), Amreyah (InterCement), Sinai (Vicat), South Valley, Nile Valley, El Seweedy, Arish Cement, National Company for Cement (Beni Suef plant), Aswan Medcom, Misr BeniSuef, Al Nahda and Misr Quena Cement Companies, Building Materials Industries Co. and ASEC Cement.

Capital Expenditures. We made capital expenditures of $9 million in 2018, $9 million in 2019 and $8 million in 2020 in our operations in Egypt. As of December 31, 2020, we expected to make capital expenditures of $9 million in our operations in Egypt during 2021, however, this amount could change based on the development of the COVID-19 pandemic and other factors and any impact they could have on our business prospects. See "Item 3—Key Information—COVID-19 Outbreak" for more information on our capital expenditures.

Our Operations in the UAE

Overview. As of December 31, 2020, CEMEX España held a 49% equity interest (and a 100% economic interest) in all of our main UAE companies: CEMEX Topmix LLC and CEMEX Supermix LLC, ready-mix

concrete manufacturing companies, and CEMEX Falcon LLC, which specializes in the production of cement and slag, as well as in other companies in the country. We are not permitted to have a controlling interest in these companies (UAE Commercial Companies Law requires 51% ownership by UAE nationals). However, through agreements with other shareholders in these companies, we have control over the remaining 51% of the economic benefits in each of the companies. As a result, we own a 100% economic interest in all three companies. CEMEX España also indirectly held a 100% equity stake in CEMEX Arabia FZC, a company dedicated to trading activities (100% ownership is possible as it is in a free zone), which was liquidated on May 14th, 2019 and its activities transferred to CEMEX Falcon LLC. As of December 31, 2020, we owned 10 ready-mix concrete plants and one cement and slag grinding facility in the UAE with an annual installed cement capacity of 1.2 million tons, serving the markets of Dubai and Abu Dhabi as well as neighboring countries such as Oman.

Capital Expenditures. We made capital expenditures of $6 million in 2018, $4 million in 2019 and $1 million in 2020 in our operations in the UAE. As of December 31, 2020, we expected to make capital expenditures of $4 million in our operations in the UAE during 2021, however, this amount could change based on the development of the COVID-19 pandemic and other factors and any impact they could have on our business prospects. See “Item 3—Key Information—COVID-19 Outbreak” for more information on our capital expenditures.

SCA&C

For the year ended December 31, 2020, our business in the SCA&C region, which included our operations in Colombia, Panama, Caribbean TCL, the Dominican Republic and the Rest of SCA&C segment, as described below, represented 12% of our revenues before eliminations resulting from consolidation in Dollar terms. As of December 31, 2020, our operations in the SCA&C region represented 15% of our total installed capacity and 9% of our total assets.

CLH is the main holding company for CEMEX’s operations in Colombia, Panama, Costa Rica, Guatemala, Nicaragua and El Salvador.

Our Operations in Colombia

Overview. As of December 31, 2020, CEMEX Colombia was the second-largest cement producer in Colombia, based on installed cement capacity of 4.1 million tons per year as of December 31, 2020. For the year ended December 31, 2020, our operations in Colombia represented 3% of our revenues before eliminations resulting from consolidation in Dollar terms.

CEMEX Colombia has a significant market share in the cement and ready-mix concrete market in the “Urban Triangle” of Colombia comprising the cities of Bogotá, Medellín and Cali. During 2020, these three metropolitan areas accounted for approximately 38% of Colombia’s cement consumption. CEMEX Colombia’s Ibagué plant, which is strategically located in the Urban Triangle, is CEMEX Colombia’s largest plant as of December 31, 2020. CEMEX Colombia, through its Cúcuta plant and Clemencia grinding facility, is also an active participant in Colombia’s northeastern and coastal markets.

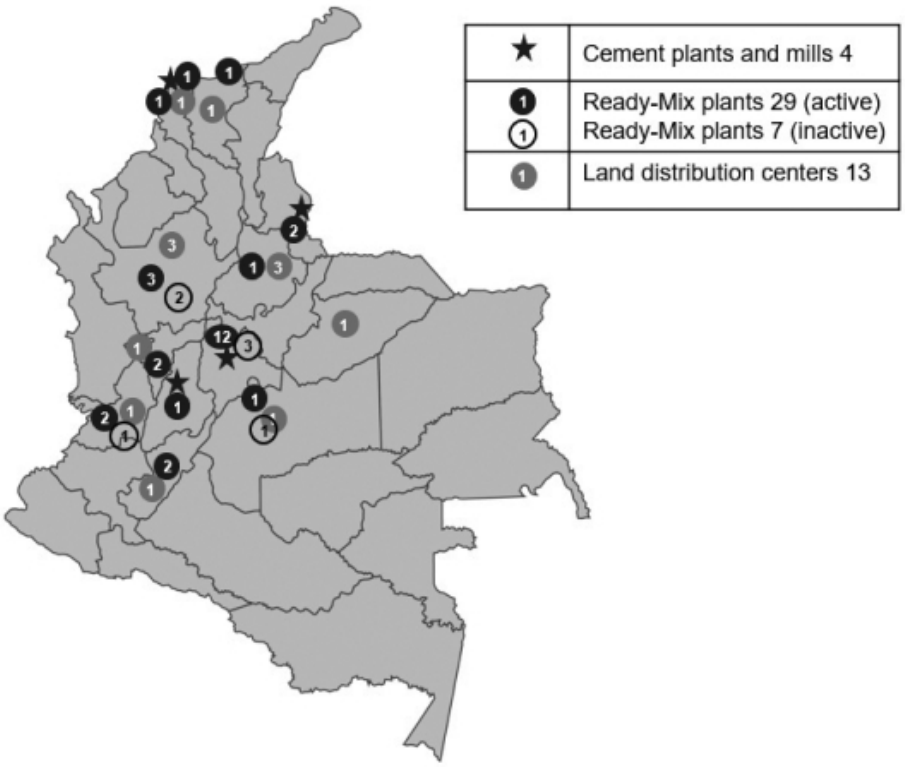
Industry. According to our estimates made as of the date of this annual report, the installed capacity for cement in Colombia was 20.4 million tons in 2020. According to the Colombian National Statistical Administrative Department (*Departamento Administrativo Nacional de Estadística*), total cement consumption in Colombia reached 11.2 million tons during 2020, a decrease of 10.2% from 2019, while cement exports from Colombia during 2020 reached 0.5 million tons (according to the global trade and market research platform, SICEX). We estimate that as of December 31, 2020, close to 58% of cement in Colombia was consumed by the housing and self-construction sector, while the infrastructure sector accounted for approximately 33% of total cement consumption and has been growing in recent years up to December 31, 2020. The other construction segments in Colombia, including the formal housing and commercial sectors, account for the balance of cement consumption in Colombia.

Competition. As of December 31, 2020, our two largest competitors in Colombia were Cementos Argos, which has established a leading position in the Colombian Caribbean coast, Antioquia and Southwest region markets, and LafargeHolcim in the central region of the country. We estimate that as of December 31, 2020 there were nine other local and regional competitors in Colombia.

The ready-mix concrete industry in Colombia was fairly consolidated with the top three producers accounting for approximately 68.4% of the market as of December 31, 2020. CEMEX Colombia was the second-largest ready-mix concrete producer as of December 31, 2020. The first and third-largest producers were Cementos Argos and LafargeHolcim Colombia, respectively.

The aggregates market in Colombia is highly fragmented and is dominated by the informal market. Approximately 95.6% of the aggregates market in Colombia was comprised of small independent producers as of December 31, 2020.

Our Operating Network in Colombia



Products and Distribution Channels

Cement. For the year ended December 31, 2020, our cement operations represented 58% of revenues for our operations in Colombia before eliminations resulting from consolidation in Dollar terms.

Ready-Mix Concrete. For the year ended December 31, 2020, our ready-mix concrete operations represented 23% of revenues for our operations in Colombia before eliminations resulting from consolidation in Dollar terms.

Aggregates. For the year ended December 31, 2020, our aggregates operations represented 7% of revenues for our operations in Colombia before eliminations resulting from consolidation in Dollar terms.

Description of Properties, Plants and Equipment. As of December 31, 2020, CEMEX Colombia owned two operating cement plants and two cement grinding mills, having a total installed cement capacity of 4.1 million tons. In 2020, we replaced 20.8% of our total fuel consumed in CEMEX Colombia with alternative fuels, and we had an internal electricity generating capacity of approximately 37 MW as of December 31, 2020. We estimate that, as of December 31, 2020, the limestone and clay permitted proven and probable reserves of our operations in Colombia had an average remaining life of 55 and 52 years, respectively, assuming 2016-2020 average annual cement production levels. The operating licenses for quarries in Colombia are renewed every 30 years; assuming renewal of such licenses, we estimate having sufficient limestone reserves for our operations in Colombia for over 57 years assuming 2016-2020 average annual cement production levels. As of December 31, 2020, CEMEX Colombia also operated 13 distribution centers, one mortar plant, one admixtures plant, 36 ready-mix concrete plants (seven were temporarily inactive or closed) and 10 aggregates operations (nine were temporarily inactive). See “Item 3—Key Information—COVID-19 Outbreak” for more information on the impact of certain measures being taken by the governments of the countries in which we operate regarding temporary halts in production at our operating facilities to stop the spread of COVID-19.

CEMEX Colombia is also finishing building the Maceo Plant. See "—Regulatory Matters and Legal Proceedings" and "Item 5—Operating and Financial Review and Prospects—Recent Developments—Recent Developments Relating to Our Regulatory Matters and Legal Proceedings—Maceo,Colombia—Operational Matters" for the status of that project.

Capital Expenditures. We made capital expenditures of $22 million in 2018, $25 million in 2019 and $14 million in 2020 in our operations in Colombia. As of December 31, 2020, we expected to make capital expenditures of $57 million in our operations in Colombia during 2021, however, this amount could change based on the development of the COVID-19 pandemic and other factors and any impact they could have on our business prospects. See "Item 3—Key Information—COVID-19 Outbreak" for more information on our capital expenditures.

Our Operations in Panama

Overview. For the year ended December 31, 2020, our operations in Panama represented 1% of our revenues before eliminations resulting from consolidation in Dollar terms. For the year ended December 31, 2020, cement represented 76%, ready-mix concrete represented 16% and our aggregates and other businesses represented 8% of our revenues, respectively, in Dollar terms from our operations in Panama before intra-sector eliminations within the segment and before eliminations resulting from consolidation.

Industry. As of the date of this annual report, we estimate that approximately 0.8 million cubic meters of ready-mix concrete were sold in Panama during 2020. Cement consumption in Panama decreased 45.7% in 2020 compared to 2019, mainly due to the nearly five-month national lockdown due to the COVID-19 pandemic.

Competition. As of December 31, 2020, the cement industry in Panama included four cement producers: Cemento Bayano, Argos Panamá, an affiliate of Cementos Argos, Cemento Interoceánico, S.A., a company in which we were a minority shareholder until mid-November 2019 when we sold our shares to Cemento Progreso, S.A. and Cemento Chagres, a company that started operations during the second half of 2020 and is 100% owned by Panamanian investors.

Description of Properties, Plants and Equipment. As of December 31, 2020, our operations in Panama through Cemento Bayano operated one cement plant in Panama, with an installed cement capacity of 1.2 million tons. As of that date, Cemento Bayano also operated three ready-mix concrete plants (one was temporarily inactive) and three distribution centers (including one location at the cement plant). Considering the negative effects of the COVID-19 pandemic on certain idle assets that will remain closed for the foreseeable future in relation to the estimated sales volumes and our ability to supply demand by achieving efficiencies in other operating assets, during 2020, we recognized non-cash impairment losses for these assets for an aggregate amount of $12 million, mainly in connection with the kiln 1 in Panama. See "Item 3—Key Information—COVID-19 Outbreak" for more information on the impact of certain measures being taken by the governments of the countries in which we operate regarding temporary halts in production at our operating facilities to stop the spread of COVID-19.

Capital Expenditures. We made capital expenditures of $12 million in 2018, $10 million in 2019 and $3 million in 2020 in our operations in Panama. As of the date of this annual report, we expect to make capital expenditures of $9 million in our operations in Panama during 2021, however, this amount could change based on the development of the COVID-19 pandemic and other factors and any impact they could have on our business prospects. See "Item 3—Key Information—COVID-19 Outbreak" for more information on our capital expenditures.

Our Operations in Caribbean TCL

We started consolidating TCL and its subsidiaries for financial reporting purposes on February 1, 2017. In March 2017, TCL de-listed from the Jamaica and Barbados stock exchanges.

As of December 31, 2020, Caribbean TCL was one of the leading producers and marketers of cement and ready-mix concrete products in the Caribbean's construction sector, with operations strategically located in Jamaica, Trinidad and Tobago, Guyana and Barbados. For the year ended December 31, 2020, cement represented 90%, ready-mix concrete represented 2% and our other businesses represented 8% of revenues, respectively, in Dollar terms from our operations in Caribbean TCL before intra-sector eliminations within the segment and before eliminations resulting from consolidation

As of December 31, 2020, our focus with respect to Caribbean TCL will continue on attempting to maximize further synergies from TCL's integration with us. As of December 31, 2020, we intended to improve the productivity and capacity of our Caribbean TCL's cement plants, continue the vertical integration of Caribbean TCL's business, invest in developing its employees and offer strong value products to our customers in the region and elsewhere.

Capital Expenditures. We made capital expenditures of $29 million in 2018, $21 million in 2019 and $16 million in 2020 in Caribbean TCL. As of December 31, 2020, we expected to make capital expenditures of $22 million during 2021 in Caribbean TCL, however, this amount could change based on the development of the COVID-19 pandemic and other factors and any impact they could have on our business prospects. See "Item 3—Key Information—COVID-19 Outbreak" for more information on our capital expenditures.

Our Operations in Trinidad & Tobago

Description of Properties, Plants and Equipment. As of December 31, 2020, TCL operated one cement plant in Trinidad & Tobago, with a total annual cement installed capacity of 1 million tons. As of December 31, 2020, TCL had three operational ready-mix concrete plants (one was temporarily inactive), two aggregates quarries, four land distribution centers and one marine terminal. See "Item 3—Key Information—COVID-19 Outbreak" for more information on the impact of certain measures being taken by the governments of the countries in which we operate regarding temporary halts in production at our operating facilities to stop the spread of COVID-19.

Our TCL Operations in Jamaica

Overview. As of December 31, 2020, we held an indirect controlling position mainly through TCL in CCCL.

Description of Properties, Plants and Equipment. As of December 31, 2020, CCCL operated one cement plant in Jamaica, with a total cement installed capacity of 1.5 million tons. As of December 31, 2020, CCCL had five land distribution centers (including one location at the cement plant) and one marine terminal.

Our Operations in Barbados

Overview. As of December 31, 2020, through TCL, we held an indirect controlling position in Arawak in Barbados.

Description of Properties, Plants and Equipment. As of December 31, 2020, Arawak operated one cement plant in Barbados, with a total cement installed capacity of 0.4 million tons. As of that date, Arawak had one ready-mix concrete plant (temporarily inactive), one land distribution center and one marine terminal.

Our Operations in the Dominican Republic

Overview. As of December 31, 2020, CEMEX Dominicana, S.A.'s ("CEMEX Dominicana") sales network covered the country's main consumption areas, which are Santo Domingo, Santiago de los Caballeros, La Altagracia, San Cristobal and San Pedro de Macoris. On May 8, 2000, CEMEX Dominicana entered into a lease agreement with the government of the Dominican Republic related to the exploitation of a gypsum mine located

at Las Salinas, Barahona, which has enabled CEMEX Dominicana to supply all local and regional gypsum requirements. The lease agreement expires on May 8, 2025 and may be extended by the parties. For the year ended December 31, 2020, our operations in the Dominican Republic represented 2% of our revenues before eliminations resulting from consolidation in Dollar terms. As of December 31, 2020, our operations in the Dominican Republic represented 1% of our total assets. For the year ended December 31, 2020, cement represented 76%, ready-mix concrete represented 6% and our aggregates and other businesses represented 18% of revenues, respectively, in Dollar terms from our operations in the Dominican Republic before intra-sector eliminations within the segment and before eliminations resulting from consolidation.

Industry. According to figures from the Dominican Cement Producers Association (*Asociación Dominicana de Productores de Cemento Portland*), cement consumption in the Dominican Republic reached 4.5 million tons in 2020.

Competition. As of December 31, 2020, our principal competitors in the Dominican Republic were: Cementos Cibao, a local producer; Domicem, a mixed Italian/local cement producer; Cementos Argos, a grinding operation of a Colombian cement producer; Cementos Santo Domingo, a cement grinding partnership between a local investor and Cementos La Union from Spain; Cementos Panam, a local cement producer; and Cementos Andino, a grinding operation; and a partially constructed cement kiln of a Colombian cement producer, currently inactive.

Description of Properties, Plants and Equipment. As of December 31, 2020, CEMEX Dominicana operated one cement plant in the Dominican Republic, with an installed cement capacity of 2.4 million tons per year. As of that date, CEMEX Dominicana also owned 13 ready-mix concrete plants (five were temporarily inactive), one aggregates quarry (currently inactive), two land distribution centers and leased two marine terminals.

Capital Expenditures. We made capital expenditures of $8 million in 2018, $8 million in 2019 and $2 million in 2020 in our operations in the Dominican Republic. As of December 31, 2020, we expected to make capital expenditures of $8 million in our operations in the Dominican Republic during 2021, however, this amount could change based on the development of the COVID-19 pandemic and other factors and any impact they could have on our business prospects. See “Item 3—Key Information—COVID-19 Outbreak” for more information on our capital expenditures.

Rest of SCA&C

As of December 31, 2020, our operations in the Rest of SCA&C segment consisted primarily of our operations and activities in Costa Rica, Puerto Rico, Nicaragua, Jamaica, the Caribbean, Guatemala, and El Salvador, excluding our Caribbean TCL segment. These operations represented 4% of our revenues, in Dollar terms, before eliminations resulting from consolidation. As of December 31, 2020, our business in the Rest of SCA&C segment represented 1% of our total assets. See “Item 3—Key Information—COVID-19 Outbreak” for more information on our capital expenditures.

Our Operations in Costa Rica

Overview. As of December 31, 2020, CEMEX Colombia, a CLH subsidiary, indirectly held a 99.1% interest in CEMEX Costa Rica.

During 2015, we increased the overall capacity in the Colorado de Abangares cement plant (the “Colorado Plant”), allowing a then 10% throughput increase that catered to the needs of our operations in Nicaragua during 2016. Since the expansion, the Colorado Plant’s kiln has been operating at the expected capacity with an operational efficiency above 97%. As of December 31, 2020, the majority of our operational requirements in Nicaragua have been consistently provided from our operations in Costa Rica.

Industry. As of the date of this annual report, we estimate that approximately 1.06 million tons of cement were sold in Costa Rica during 2020. In 2020, the market had an estimated bulk/bagged mix of 37% to 63% due to traditional building techniques in the housing segment, which require bagged cement and industrial-and-commercial demand ready-mix which requires bulk.

Competition. As of December 31, 2020, the Costa Rican cement industry included three producers, CEMEX Costa Rica and LafargeHolcim Costa Rica, both of which have integrated lines, and Elementia, which started a cement mill during June 2018 which buys clinker from different sources.

Description of Properties, Plants and Equipment. As of December 31, 2020, CEMEX Costa Rica operated one cement plant and one grinding mill in Costa Rica, with a total installed cement capacity of 0.8 million tons. As of that date, CEMEX Costa Rica operated seven ready-mix concrete plants (two of which are active), and leased one aggregates quarry and one land distribution center.

Exports. During 2020, clinker exports by our operations in Costa Rica represented 28% of our total production and were made to our operations in Nicaragua and El Salvador.

Capital Expenditures. We made capital expenditures of $3 million in 2018, $4 million in 2019 and $0.9 million in 2020 in our operations in Costa Rica. As of December 31, 2020, we expected to make capital expenditures of $3 million in our operations in Costa Rica during 2021, however, this amount could change based on the development of the COVID-19 pandemic and other factors and any impact they could have on our business prospects. See “Item 3—Key Information—COVID-19 Outbreak” for more information on our capital expenditures.

Our Operations in Puerto Rico

Overview. As of December 31, 2020, CEMEX de Puerto Rico, Inc. (“CEMEX Puerto Rico”) was our main subsidiary in Puerto Rico.

Industry. In 2020, cement consumption in Puerto Rico reached 0.59 million tons according to the Puerto Rico Economic Development Bank.

Competition. The cement industry in Puerto Rico in 2020 was comprised of two cement producers: CEMEX Puerto Rico and Cementos Argos (formerly Antilles Cement Co (Marine Terminal) and San Juan Cement Co (Cement Plant)).

Description of Properties, Plants and Equipment. As of December 31, 2020, CEMEX Puerto Rico operated one cement plant, which operated as a grinding mill only, with an installed cement capacity of 1.3 million tons per year. As of that date, CEMEX Puerto Rico also operated six ready-mix concrete plants (three were temporarily inactive), two land distribution centers (one was leased to a third party) and one marine terminal used for fly ash. As of that date, CEMEX Puerto Rico also owned an aggregates quarry, which is currently inactive.

Capital Expenditures. We made capital expenditures of $1 million in 2018, $4 million in 2019 and $0.2 million in 2020 in our operations in Puerto Rico. As of December 31, 2020, we expected to make capital expenditures of $4 million in our operations in Puerto Rico during 2021, however, this amount could change based on the development of the COVID-19 pandemic and other factors and any impact they could have on our business prospects. See “Item 3—Key Information—COVID-19 Outbreak” for more information on our capital expenditures.

Our Operations in Nicaragua

Overview. As of December 31, 2020, CEMEX Colombia and CEMEX Costa Rica, both CLH subsidiaries, indirectly and directly owned 100% of CEMEX Nicaragua, S.A. (“CEMEX Nicaragua”), our operating subsidiary in Nicaragua.

Industry. We estimate that 0.8 million tons of cement, 0.31 million cubic meters of ready-mix concrete and 4.8 million tons of aggregates were sold in Nicaragua during 2020.

Competition. As of December 31, 2020, two market participants compete in the Nicaraguan cement industry, CEMEX and LafargeHolcim.

Description of Properties, Plants and Equipment. As of December 31, 2020, we leased and operated one cement plant and owned one grinding mill with a total installed cement capacity of 0.7 million tons, six ready-mix concrete plants (four were temporarily inactive) and two distribution centers in Nicaragua. Since March 2003, CEMEX Nicaragua has also leased a 100,000 ton milling plant in Managua, which has been used exclusively for pet coke milling.

Capital Expenditures. We made capital expenditures of $8 million in 2018, $5 million in 2019 and $3 million in 2020 in our operations in Nicaragua. As of December 31, 2020, we expected to make capital expenditures of $5 million in our operations in Nicaragua during 2021, however, this amount could change based on the development of the COVID-19 pandemic and other factors and any impact they could have on our business prospects. See “Item 3—Key Information—COVID-19 Outbreak” for more information on our capital expenditures.

Our Operations in Guatemala

Overview. As of December 31, 2020, CLH indirectly owned 100% of CEMEX Guatemala, our main operating subsidiary in Guatemala. As of December 31, 2020, we owned and operated one cement grinding mill in Guatemala with an installed cement capacity of 0.5 million tons per year. As of that date, we also owned and operated four land distribution centers (including one location at the cement plant), one clinker dome close to our leased marine terminal in the southern part of the country and three ready-mix concrete plants (two of which were active).

Capital Expenditures. We made capital expenditures of $1 million in 2018, $1 million in 2019 and $1 million in 2020 in Guatemala. As of December 31, 2020, we expected to make capital expenditures of $3 million in our operations in Guatemala during 2021, however, this amount could change based on the development of the COVID-19 pandemic and other factors and any impact they could have on our business prospects. See “Item 3—Key Information—COVID-19 Outbreak” for more information on our capital expenditures.

Our Operations in Other Rest of SCA&C

Overview. As of December 31, 2020, we held a non-controlling position in National Cement Ltd. in the Cayman Islands, Maxcem Bermuda Ltd. in Bermuda and Societe des Ciments Antillais, a company with cement operations in Guadalupe and Martinique. As of December 31, 2020, CEMEX España additionally indirectly held a 100% interest in CEMEX Jamaica Limited, which operates one calcined limestone plant in Jamaica with a capacity of 120,000 tons per year and one hydrate line with a capacity of 4,800 tons per year.

We believe that the Caribbean region holds considerable strategic importance because of its geographic location. As of December 31, 2020, we operated a network of seven marine terminals in these countries, which facilitated exports from our operations in Mexico, the Dominican Republic, Puerto Rico and the United States. Two of our marine terminals are in Haiti, and three are in the Bahamas. As of December 31, 2020, we also had a non-controlling interest in two other terminals, one in Bermuda and the other in the Cayman Islands.

Capital Expenditures. In our operations in the Rest of SCA&C segment, we made capital expenditures of $1 million in 2018 and $3 million in 2019 and $4 million in 2020. As of December 31, 2020, we expected to make capital expenditures of $5 million in our operations in other SCA&C countries during 2021, however, this

amount could change based on the development of the COVID-19 pandemic and other factors and any impact they could have on our business prospects. See “Item 3—Key Information—COVID-19 Outbreak” for more information on our capital expenditures.

Our Trading Operations

In 2020, we traded 12 million tons of cementitious and non-cementitious materials in 95 countries, including 10 million tons of cement and clinker. Slightly more than 4.5 million tons of the traded cement and clinker consisted of exports from our operations in Mexico, Croatia, Spain, Germany, Trinidad & Tobago, Barbados, Costa Rica, Dominican Republic, Poland, Czech Republic, Philippines, among others. Slightly above 5 million tons remaining were purchased from third parties in countries such as Vietnam, Turkey, Thailand, Saudi Arabia, Spain, Honduras, Greece, UAE and Portugal. In 2020, we traded 0.9 million tons of granulated blast furnace slag, a non-clinker cementitious material, and 0.6 million tons of other products. Our trading network enables us to maximize the capacity utilization of our facilities worldwide while reducing our exposure to the inherent cyclicality of the cement industry. We are able to distribute excess capacity to regions around the world where there is demand. In addition, we believe that our worldwide network of strategically located marine terminals allows us to coordinate maritime logistics on a global basis and minimize transportation expenses. Our trading operations also enable us to explore new markets without significant initial capital expenditure.

Freight rates, which account for a large share of the total import supply cost, have been subject to significant volatility in recent years. We estimate, however, that our trading operations have obtained significant savings by contracting maritime transportation in due time and by using our own and chartered fleets, which transported 50% of our cement and clinker traded volume during 2020.

In addition, based on our spare fleet capacity, we provide freight service to third parties, which allows us to generate additional revenues.

Our Cement Plants

The following table provides a summary of our cement plants, including location, used capacity, grinding mill production and years of operation as of and for the year ended December 31, 2020:

Location	Used Capacity	Years of Operation(1)
Atotonilco, Hidalgo, México	1,275,270	62
Barrientos, Estado de México, México	542,576	76
Ensenada, Baja California, México	433,480	45
Guadalajara, Jalisco, México	487,221	47
CPN, Sonora, México	4,598	40
Hidalgo, Nuevo León, México	71,162	115
Huichapan, Hidalgo, México	3,564,397	36
Mérida, Yucatán, México	698,486	67
Monterrey, Nuevo León, México	1,555,314	101
Tamuín, San Luis Potosí, México	1,585,192	56
Tepeaca, Puebla, México	2,836,013	26
Torreón, Coahuila, México	1,040,090	54
Valles, San Luis Potosí, México	412,760	55
Yaqui, Sonora, México	2,302,329	31
Zapotiltic, Jalisco, México	1,649,261	53
Balcones, TX, United States	1,897,042	40
Brooksville, FL (North), United States	0	45
Brooksville, FL (South), United States	1,312,775	33
Clinchfield, GA, United States	666,205	46
Demopolis, AL, United States	757,056	43
Knoxville, TN, United States	608,153	41
Miami, FL, United States	978,376	62
Lyons, CO, United States	367,330	40
Victorville, CA, United States	2,680,076	55
Wampum, PA, United States	0	55
Rugby, United Kingdom	1,178,593	21
Ferriby, United Kingdom	131,903	54
Rudersdof, Germany	2,115,579	54
Alcanar, Spain	996,996	52
Buñol, Spain	147,671	53
Castillejo, Spain	501,123	109
Lloseta, Spain	0	53
Morata, Spain	407,795	88
San Vicente, Spain	471,430	45
Gador, Spain	0	44
Chelm, Poland	1,518,979	60
Rudniki, Poland	772,788	55
Prachovice, Czech Republic	823,598	66
Kolovoz, Croatia	7,638	112
Juraj, Croatia	1,018,450	108
Kajo, Croatia	298,463	116
Cucuta, Colombia	227,690	37
Ibagué, Colombia	2,110,330	28
Calzada Larga, Panama	271,079	43
Colorado de Abangares, Costa Rica	463,955	41
Claxton Bay, Trinidad y Tobago	631,880	67
Rockport, Jamaica	940,005	69
St. Lucy, Barbados	208,043	37
San Pedro de Macorís, Dominican Republic	1,781,045	30
San Rafael del Sur, Nicaragua(2)	360,715	78
Ponce, Puerto Rico	299,556	30
APO, Philippines	3,282,996	22
Solid Cement, Philippines	1,252,160	27
Assiut, Egypt	3,736,284	34

(1) Approximate.
(2) Leased.

For the aggregate installed cement production capacity of our cement plants by region, see "Item 4—Information on the Company—Business Overview."

We have insurance coverage for our cement plants, which we believe is adequate and sufficient, in line with industry practices. However, in some instances our insurance coverage may not be sufficient to cover all of our potential unforeseen losses and liabilities. In addition, our insurance coverage may not cover all the risks to which our cement plants may be exposed. See "Item 3—Key Information—Risk Factors—Risks Relating to Our Business—Our insurance coverage may not cover all the risks to which we may be exposed."

Regulatory Matters and Legal Proceedings

A description of material regulatory matters and legal proceedings affecting us as of December 31, 2020 is provided below. Materiality is tested at a CEMEX, S.A.B. de C.V. consolidated level. See "Item 5—Operating and Financial Review and Prospects—Recent Developments—Recent Developments Relating to Our Regulatory Matters and Legal Proceedings" for more information.

Antitrust Proceedings

Polish Antitrust Investigation

On January 2, 2007, CEMEX Polska Sp. Z.O.O. ("CEMEX Polska") received a notification from the Polish Competition and Consumer Protection Office (the "Protection Office") informing it of the formal initiation of an antitrust proceeding against all cement producers in Poland, including CEMEX Polska and another of our indirect subsidiaries in Poland. The notification alleged that there was an agreement between all cement producers in Poland regarding prices and other sales conditions for cement, an agreed division of the market with respect to the sale and production of cement, and the exchange of confidential information, all of which limited competition in the Polish market with respect to the production and sale of cement. On December 9, 2009, the Protection Office delivered to CEMEX Polska its decision against Polish cement producers related to an investigation which covered a period from 1998 to 2006. The decision-imposed fines on a number of Polish cement producers, including CEMEX Polska. The fine imposed on CEMEX Polska was Polish Zloty 115.56 million ($30.60 million as of December 31, 2020, based on an exchange rate of Polish Zloty 3.7763 to $1.00), which was 10% of CEMEX Polska's total revenue in 2008. CEMEX Polska disagreed with the decision, denied that it committed the practices alleged by the Protection Office and, therefore, on December 23, 2009, CEMEX Polska filed an appeal before the Polish Court of Competition and Consumer Protection in Warsaw (the "First Instance Court"). After a series of hearings, on December 13, 2013, the First Instance Court issued its judgment in regard to the appeals filed by CEMEX Polska and other cement producers, which were previously combined into a joint appeal. The First Instance Court reduced the penalty imposed on CEMEX Polska to Polish Zloty 93.89 million ($24.86 million as of December 31, 2020 based on an exchange rate of Polish Zloty 3.7763 to $1.00), which was equal to 8.125% of CEMEX Polska's revenue in 2008. On May 8, 2014, CEMEX Polska filed an appeal against the First Instance Court judgment before the Appeals Court in Warsaw. On March 27, 2018, after different hearings, the Appeals Court issued its final judgment reducing the fine imposed upon CEMEX Polska to Polish Zloty 69.4 million ($18.37 million as of December 31, 2020 based on an exchange rate of Polish Zloty 3.7763 to $1.00). This fine, which was equal to 6% of CEMEX Polska's revenue in 2008, was paid. On November 19, 2018, CEMEX Polska filed before the Polish Supreme Court an extraordinary, narrow based cassation appeal against the Appeal Court's judgment specifically seeking the reduction of the imposed fine. On July 29, 2020, the Polish Supreme Court rendered a judgement cancelling the Appeals Court's decision with respect to the cement cartel process as it applied to Cemex Polska and four other cement producers. The cancelation was based on arguments raised in cassation regarding the calculation of penalties and the time at which the alleged agreement between the cement producers actually ended. As of December 31, 2020, the proceeding was referred again to the Appeals Court. The proceeding before the Appeals Court is expected to last up to two years. As of December 31, 2020, a final adverse resolution to this matter should not have a material adverse impact on our results of operations, liquidity and financial condition, and as such, this matter is no longer material to us.

Antitrust Investigation in Spain by the CNMC

On September 16 and 17, 2014, the Competition Directorate (*Dirección de Competencia*) of the Spanish National Commission of Markets and Competition (*Comisión Nacional de los Mercados y la Competencia*) ("CNMC"), in the context of an investigation of the Spanish cement, ready-mix concrete and related products industry regarding alleged anticompetitive practices, inspected one of our facilities in Spain. On January 12, 2015, CEMEX España Operaciones, S.L.U. ("CEMEX España Operaciones") was notified of the initiation by the CNMC of a disciplinary proceeding for alleged prohibited conducts pursuant to Article 1 of the Spanish Competition Law (*Ley 15/2007, de 3 de Julio, de Defensa de la Competencia*). On November 19, 2015, CEMEX España Operaciones was notified that the alleged anticompetitive practices covered the year 2013 for the cement market and the years 2008, 2009, 2012, 2013 and 2014 for the ready-mix market. On March 8, 2016, the Competition Directorate (*Dirección de Competencia*) notified CEMEX España Operaciones of a resolution proposal (*propuesta de resolución*) which considered that the alleged anti-competitive practices were carried out in the markets and years previously indicated. Thereafter, CEMEX España Operaciones submitted allegations rejecting the resolution proposal. On September 8, 2016, CEMEX España Operaciones was notified of a decision issued by the CNMC pursuant to which CEMEX España Operaciones was required to pay a fine of €5,865,480 ($7.16 million as of December 31, 2020, based on an exchange rate of €0.8183 to $1.00). On November 7, 2016, CEMEX España Operaciones filed an appeal before the National Court (*Audiencia Nacional*) against the CNMC's decision. The National Court was requested to suspend the sanction, and, by a resolution issued on December 22, 2016, the National Court granted the requested suspension, subject to the issuance of a bank guarantee for the principal amount of the sanction. The CNMC was notified of both the interposition of the appeal and the request for suspension. As of December 31, 2020, a final adverse resolution to this matter should not have a material adverse impact on our results of operations, liquidity and financial condition, and as such this matter is no longer material to us.

Antitrust Cases in Georgia and South Carolina

On July 24, 2017, two ready-mix concrete producers filed a lawsuit in a U.S. Federal Court in the state of Georgia against certain subsidiaries of CEMEX in the U.S. and other companies alleging customer allocation and price fixing in both the ready-mix concrete and cement markets in the coastal Georgia and southeastern coastal South Carolina areas. In addition, on January 22, 2020, new plaintiffs who were the prior owners of a ready-mix concrete producer and the concrete producer filed a lawsuit in the same court against the same subsidiaries of CEMEX making substantially similar allegations as the suit filed on July 24, 2017. As CEMEX does not participate in the ready-mix concrete market in these areas, the lawsuits do not allege any improper actions by CEMEX with respect to ready-mix concrete. On October 2, 2017, we filed a motion to dismiss the 2017 lawsuit. This motion to dismiss was denied on August 21, 2018, and, as a result, CEMEX will continue to defend the allegations in the ongoing proceedings. As of December 31, 2020, at this stage of the lawsuits, while we cannot assess with certainty the likelihood of adverse results in these lawsuits, we believe final adverse resolutions to these lawsuits are not probable; however, if adversely resolved, we believe such adverse resolutions should not have a material adverse impact on our results of operations, liquidity and financial condition.

United States and its Territories Department of Justice Grand Jury Subpoena

Certain of our subsidiaries in the United States were notified of a grand jury subpoena dated March 29, 2018 issued by the DOJ in connection with an investigation of possible antitrust law violations in connection with our sales (and related sales practices) of grey portland cement and slag in the United States and its territories. This subpoena does not mean that the DOJ has concluded that we or any of our subsidiaries or employees have violated the law. Rather, the DOJ issued this grand jury subpoena to gather facts necessary to make an informed decision about whether violations of U.S. law have occurred. As of December 31, 2020, we continue to cooperate with the DOJ and intend to comply with the subpoena. As of December 31, 2020, given the status of the investigation, we are not able to assess if this investigation will lead to any fines, penalties or remedies against

us, or if such fines, penalties or remedies, if any, would have a material adverse effect on our results of operations, liquidity or financial condition.

Antitrust Investigation in Panama

On June 12, 2018, the Authority for Consumer Protection and Competition Defense of Panama (the "Panama Authority") carried out a discovery procedure within the context of an administrative investigation ex officio against CEMEX and other competitors for the alleged commission of absolute and relative monopolistic practices in relation to the gray concrete and the ready-mix concrete markets. On October 8, 2020 the Panama Authority issued a resolution that closed the investigation. The resolution concluded that we, among other competitors, did not engage in an absolute monopolistic practice, consisting of an agreement and/or coordination of the sale price of cement or a restriction of production. The resolution also specifies that the analysis carried out and the evidence collected does not lead to a conclusion that the parties under investigation carried out a predatory practice in their production and commercialization of ready-mixed concrete, which is considered a relative monopolistic practice.

Antitrust Investigation in Colombia

On September 5, 2013, CEMEX Colombia was notified of Resolution No. 49141 dated August 21, 2013, issued by the Colombian Superintendency of Industry and Commerce (*Superintendencia de Industria y Comercio*) ("SIC") pursuant to which the SIC opened an investigation and issued a statement of objections (*pliego de cargos*) against five cement companies and fourteen directors of those companies, including CEMEX Colombia, for alleged anti-competitive practices.

On December 11, 2017, the SIC's Chief Superintendent decided to impose a sanction against CEMEX Colombia, two other cement companies and six natural persons, for entering into an agreement to fix grey cement prices in Colombia. The fines imposed upon CEMEX Colombia, which were paid on January 5, 2018, amounted to $73.77 billion Colombian Pesos ($21.49 million as of December 31, 2020, based on an exchange rate of 3,432.50 Colombian Pesos to $1.00).

CEMEX Colombia decided not to file a reconsideration request, and, instead, on June 7, 2018 it filed an annulment and reestablishment of right claim (*acción de nulidad y restablecimiento de derecho*) before the Administrative Court (*Tribunal Contencioso Administrativo*) requesting that the charges brought forth by the SIC be annulled and that the restitution is made to CEMEX Colombia of the fine it had paid, with any applicable adjustments as provided by Colombian Law. This claim could take up to six years to be resolved. As of December 31, 2020, we are not able to assess the likelihood of an adverse result of this matter, but if such matter is resolved adversely to us, such adverse resolution should not have a material adverse impact on our results of operations, liquidity and financial condition, and as such, this matter is no longer material to us.

Environmental Matters

In the ordinary course of business, we are subject to a broad range of environmental laws and regulations in each of the jurisdictions in which we operate. These laws and regulations impose increasingly stringent environmental protection standards regarding, among other things, air emissions, wastewater discharges, the use and handling of hazardous waste or materials, waste disposal practices and the remediation of environmental damage or contamination. These laws and regulations expose us to the risk of substantial environmental costs and liabilities, including liabilities associated with divested assets and past activities and, in some cases, the acts and omissions of the previous owners or operators of a property or facility that we own or operate. Furthermore, in some jurisdictions, certain environmental laws and regulations impose liability without regard to fault or the legality of the original activity at the time of the actions giving rise to liability. To prevent, control and remediate environmental problems and maintain compliance with regulatory requirements, in line with our global initiatives on environmental management, we maintain an environmental policy designed to monitor and control

environmental matters. Our environmental policies require that each of our subsidiaries respect and comply with local laws and meet our own internal standards to minimize the use of non-renewable resources and the generation of hazardous and other wastes. We use processes that are designed to reduce the impact of our operations on the environment throughout all the production stages in all our operations worldwide. In addition, during 2012 we started the implementation of a global EMS at our operating sites that provides a framework to facilitate the consistent and systematic implementation of practical, risk-based environmental management at all sites. As of December 31, 2020, substantially all of our operating sites have completed the implementation of the EMS. The EMS is designed to be used to support sites and businesses across CEMEX globally to document, maintain and continuously improve our environmental performance. We believe that, as of December 31, 2020, a substantial part of our operations already comply with all material environmental laws applicable to us, as substantially all of our cement plants already have some kind of EMS (most of which are ISO 14000 certified by the ISO), with most of the remaining implementation efforts directed mainly towards our aggregates and ready-mix plants.

We regularly incur capital expenditures that have an environmental component or that are impacted by environmental regulations. However, we do not keep separate accounts for such mixed capital and environmental expenditures. Environmental expenditures that extend the life, increase the capacity, improve the safety or efficiency of assets or are incurred to mitigate or prevent future environmental contamination may be capitalized. Other environmental costs are expensed when incurred. For the years ended December 31, 2018, 2019 and 2020, our sustainability-related capital expenditures (including our environmental expenditures and investments in alternative fuels and cementitious materials) were $83 million, $79.6 million and $78 million, respectively.

The following is a discussion of environmental regulations and related matters in our major markets.

Mexico

We were one of the first industrial groups in Mexico to sign an agreement with the Mexican Ministry of Environment and Natural Resources (*Secretaría del Medio Ambiente y Recursos Naturales*) (“SEMARNAT”) to carry out voluntary environmental audits in our 15 Mexican cement plants under a government-run program. In 2001, the Mexican Environmental Protection Agency (*Procuraduría Federal de Protección al Ambiente*), which is part of SEMARNAT, completed the audit of our cement plants and awarded each of them a Clean Industry Certificate (*Certificado de Industria Limpia*) (“CIC”) certifying that our cement plants are in full compliance with applicable environmental laws. The CICs are subject to renewal every two years. As of December 31, 2020, our operating cement plants in Mexico had CICs or were in the process of renewing them.

For almost three decades, the technology for co-processing used alternative fuels into an energy source has been employed in our cement plants in Mexico. By the end of 2020, all our operating cement plants in Mexico were using alternative fuels. Overall, 16.8% of the total fuel used in our operating cement plants in Mexico during 2020 was comprised of alternative fuels.

In 2018, 2019 and 2020 our operations in Mexico invested $8.76 million, $11.49 million and $7.58 million respectively, in the acquisition of environmental protection equipment and the implementation of the ISO 14001:2015 environmental management standards of ISO, for a total of $156.5 million since 1999 as of December 31, 2020. The audit to obtain the renewal of the ISO 14001:2015 certification took place during 2020 and our operating cement plants in Mexico obtained the renewal of the ISO 14001:2015 certification for environmental management systems, which is valid until February 2024.

On June 6, 2012 the General Law on Climate Change (*Ley General de Cambio Climático*) (the “Climate Change Law”) was published in the Mexican Official Gazette. The Climate Change Law establishes a legal framework to regulate policies for climate change mitigation and adaptation. Important provisions of the Climate Change Law require the development of secondary legislation, and depend on the publication of subsequent implementing regulations. For instance, the Climate Change Law provides, among other things, for (i) the

elaboration of a registry of the emissions that are generated by fixed sources, (ii) companies to report their emissions, if required, and (iii) the application of fines to those companies that fail to report or that report false information. In this regard, on October 29, 2014, the Regulations to the General Law on Climate Change Regarding the National Registry of Emissions (*Reglamento de la Ley General de Cambio Climático en Materia del Registro Nacional de Emisiones*) (the "Regulations") became effective. As of December 31, 2020, CEMEX has been granted the positive dictum on GHG emission reporting by the Mexican environmental agency for all its required plants. The purpose of the Regulations is to govern the Climate Change Law regarding the National Registry of Emissions, identifying the sectors and subsectors, which include among others, the cement industry, that must file the corresponding reports before the National Registry of Emissions. We had previously reported our direct and indirect carbon dioxide emissions to SEMARNAT under a voluntary scheme. The Climate Change Law also allows for the establishment of specific greenhouse gas reduction targets in accordance with the respective contribution of each economic sector to the national greenhouse gas emissions. A Special Tax on Production and Services (*Impuesto Especial Sobre Producción y Servicios*) on the sale and import of fossil fuels was included in the tax reform that became effective on January 1, 2014. During the year ended December 31, 2020, pet coke, a primary fuel widely used in our kilns in Mexico was taxed at a rate of Ps19.72 ($0.99 as of December 31, 2020, based on an exchange rate of Ps19.89 to $1.00) per ton.

On August 12, 2014, a package of energy reform legislation became law in Mexico. The then newly enacted energy reform legislation, which included nine new laws, as well as amendments to existing laws, implemented the December 2013 constitutional energy reform and established a new legal framework for Mexico's energy industry. One of the new laws that was enacted is the Electric Industry Law (*Ley de la Industria Eléctrica*) (the "Electric Industry Law"), which establishes a legal framework for electricity-related activities in Mexico, which has the effect of structurally changing the national electric industry. On October 31, 2014, certain rules and regulations related to the energy reform legislation, including the regulations of the Electric Industry Law, were published. As part of the Electric Industry Law, a system for tradable clean energy certificates was created and certain clean energy procurement obligations were imposed on consumers. The clean energy procurement obligations for 2018 to 2022 were announced at 5%, 5.8%, 7.4%, 10.9% and 13.9%, respectively, and this requirement is expected to increase in subsequent years. CEMEX's operations in Mexico have ongoing commitments to procure power from renewable projects operating under the "self-supply" framework of the former Electric Energy Public Service Law, and the energy supplied under these contracts is exempted from the clean energy obligation. Nonetheless, since 2018, we are required to acquire clean energy certificates to comply with the clean energy obligations for the fraction of energy supply that does not come from clean generators. Over time, according to the penalty levels set by the Mexican Energy Regulatory Commission (*Comisión Reguladora de Energía*) ("CRE"), non-compliance with the clean energy procurement obligations could have a material adverse impact on our business or operations in Mexico, but as of December 31, 2020, we are not able to assess if such impact would in turn have a material adverse impact on our liquidity and financial condition.

On September 8, 2015, the Electricity Market Rules (*Bases del Mercado Eléctrico*) (the "Rules") were published in the Federal Official Gazette and became effective on September 9, 2015. The Rules, which are an important step forward in the implementation of the reforms enacted regarding Mexico's energy industry, contain the design and operation principles of the different components of the wholesale electricity market (the "Electricity Market"). As of December 31, 2020, we are authorized participants in the Electricity Market. Additionally, CEMEX participated as a buyer in the third long-term power auction organized in 2017 by CENACE, and was allocated a 20-year contract for 16,129 clean energy certificates per year for compliance starting in 2020 and 14.9 GWh/a of electric power.

During 2016, a new electrical standards code was issued in Mexico (*Código de Red*) (the "Code"). The Code establishes new standards for electrical operation that begun to be enforced in 2019 against consumers connected to the national grid. As of December 31, 2020, we estimate that the implementation of the Code requires investments across our operating assets in Mexico, which we expect to amount to $6 million.

On October 2, 2019, the SEMARNAT published the basis for a trial emissions trading program (*programa de prueba del sistema de comercio de emisiones*). The trial program sets forth an initial 24-month pilot phase for

the adoption of the program that started on January 1, 2020, followed by a 12-month period to transition to the operative stage, which ends on December 31, 2022. The trial program will not have any economic consequences for the participants; but after December 2022, SEMARNAT will establish emission caps per industrial sector in line with Mexico's greenhouse gas emissions reduction targets. We will have to meet those caps through mitigation measures or acquire emission reduction certificates in the proposed market. As of December 31, 2020, we cannot anticipate the impact that this new cap-and-trade scheme and the mandatory emissions caps will have on our operations in Mexico.

On April 29, 2020, CENACE issued a resolution providing for the implementation of several restrictive measures on output in privately-owned wind and photovoltaic plants to guarantee the efficiency, quality, reliability, continuity and security of the Mexican electrical system during the period of reduced power demand caused by the COVID-19 pandemic (the "NES Resolution"). Additionally, on May 15, 2020, the Mexican Ministry of Energy (Secretaría de Energía) published in the Official Mexican Gazette (*Diario Oficial de la Federación*) a substantial revision to the Policy for the Reliability, Safety, Continuity and Quality of the Mexican Electrical System (the "SENER Policy," and together with the NES Resolution, the "Energy Publications"). The Energy Publications entail significant deviations from the current Mexican Electricity Market Rules (*Bases y Reglas del Mercado Eléctrico*), among other laws and regulations in Mexico. As of December 31, 2020, different appeal processes, including constitutional challenges, have been presented by different parties against the Energy Publications, in particular challenging their legality.

The SENER Policy imposes additional restrictions and conditions on the issuance and modification of generation permits for solar and wind facilities. Additionally, the SENER Policy expressly prioritizes reliability over economic efficiency in the dispatch of the electric grid, potentially affecting the production of solar and wind generation; transfers the value of the capacity recognized to the solar and wind plants to the load-serving entities; and mandates the creation of new ancillary services and infrastructure improvements, the costs of which are to be borne by wind and solar generators. Several private power generators and non-governmental organizations have filed constitutional challenges claiming that the Energy Publications are unconstitutional and restrict constitutionally protected rights and interests, such as the right to a healthy environment. Moreover, on June 22, 2020, Mexico's antitrust regulator (*Comisión Federal de Competencia Económica)* ("COFECE") filed a constitutional controversy claim (*controversia constitucional*) with Mexico's Supreme Court arguing that the SENER Policy violates several provisions of the Mexican Constitution and that it adversely affects the competitive nature of Mexico's energy market. On June 29, 2020, the Supreme Court granted an injunction against the effects and consequences of the SENER Policy until a final judgement is issued. In October and November 2020, federal judges issued final rulings on constitutional challenges filed by private generators nullifying the Energy Publications with respect to the private generators that filed the constitutional challenges, and also on a general basis for all participants in the Electricity Market. As of December 31, 2020, we cannot anticipate the impact that the Energy Publications could have on our business, operations and contractual obligations in Mexico. However, if such publications were to limit the dispatch of renewable energy generators or impose new costs or charges to the renewable electric energy industry, and/or cause new regulatory burdens for participants in Mexico's Wholesale Electricity Market (*Mercado Eléctrico Mayorista*), we could have an adverse effect on our business, operations and contractual obligations in Mexico, and our plans to reduce the use of fossil fuels and our CO2 reduction commitments could be affected.

Furthermore, on May 28, 2020, during an extraordinary meeting, the CRE approved two resolutions which call for increases to the transmission charges payable to the National Electricity Commission (*Comisión Federal de Electricidad*) ("CFE") by all electric power generators operating under grandfathered interconnection agreements ("Grandfathered Generators") which are subject to the laws and regulations that were applicable before the Mexican energy reform of 2013-2014 (the "CRE Resolutions"). Under the CRE Resolutions, these new wheeling charges for the transmission service constitute an exponential and immediate increase for Grandfathered Generators and were applied by CFE as of July 2020. While the entities legally obliged to pay for those transmission costs are Grandfathered Generators, depending on the structure agreed in the corresponding power supply agreements (which could consist of pass-through provisions for such transmission costs), end-users

under the grandfathered self-supply (*autoabastecimiento*) scheme may run the risk of transmission costs and be obligated to pay the relevant grandfathered projects for said incremental costs. In the case of the three wind farms in Mexico with which CEMEX has entered into power supply agreements, the charges for transmission payable to CFE by the corresponding Grandfathered Generators associated with the wind farms increased by four to six times. Furthermore, we expect the transmission charges to increase by about 80% in the case of the grandfathered petcoke-fired self-supply thermal power plant in Tamuin, Mexico, with which CEMEX has a power supply agreement. As of December 31, 2020, the Grandfathered Generators that supply electric energy to our operations in Mexico had all obtained injunctions against the applicable CRE Resolutions. We are closely monitoring the progress of such constitutional challenges as certain contractual clauses regarding wheeling charges pass-through, which are typical of these types of agreements, expose CEMEX to the increases called for by the CRE Resolutions. On August 28, 2020, we filed a constitutional challenge against the CRE resolution applicable to Grandfathered Generators operating conventional power plants and were granted an injunction against it. As of the date of this report, we cannot assess with certainty the outcome of the legal challenges presented against the CRE Resolutions, or the impact that an adverse resolution on those could have on our business, operations and contractual obligations in Mexico.

United States

Our operating subsidiaries in the United States are subject to a wide range of U.S. federal, state and local laws, regulations and ordinances dealing with the protection of human health and the environment that are strictly enforced and can lead to significant monetary penalties for noncompliance. These laws and regulations expose us to the risk of substantial environmental costs and liabilities, including liabilities associated with divested assets and past activities and, in some cases, the acts and omissions of the previous owners or operators of a property or facility. These laws regulate, among other things, water discharges, noise, and air emissions, including dust, as well as the handling, use and disposal of hazardous and non-hazardous waste materials. Certain laws also create a shared liability scheme under which parties are held responsible for the cost of cleaning up releases to the environment of designated hazardous substances. We therefore may have to conduct environmental remediation associated with the disposal or release of hazardous substances at our various operating facilities, or at sites in the United States to which we sent hazardous waste for disposal. As of December 31, 2020, we believe that our current procedures and practices for handling and managing materials are generally consistent with industry standards and legal and regulatory requirements, and also believe that we take appropriate precautions designed to protect employees and others from harmful exposure to hazardous materials.

As of December 31, 2020, CEMEX, Inc. and its subsidiaries had accrued liabilities specifically relating to environmental matters in the aggregate amount of $65.5 million. The environmental matters relate to (i) the disposal of various materials, in accordance with past industry practice, that might be categorized as hazardous substances or waste and (ii) the cleanup of hazardous substances or waste at sites used or operated by CEMEX, Inc. and its subsidiaries including discontinued operations, either individually or jointly with other parties. Most of the proceedings are in the preliminary stages, and a final resolution might take several years. For purposes of recording the provision, CEMEX, Inc. and its subsidiaries consider that it is probable that a liability has been incurred and the amount of the liability is reasonably estimable, whether or not claims have been asserted, and without giving effect to any possible future recoveries. Based on information developed as of December 31, 2020, CEMEX, Inc. does not believe it will be required to spend significant sums on these matters, in excess of the amounts previously recorded. The ultimate cost that might be incurred to resolve these environmental issues cannot be assured until all environmental studies, investigations, remediation work, and negotiations with, or litigation against, potential sources of recovery have been completed.

In 2007, the EPA launched a CAA enforcement initiative against the U.S. cement industry. The primary goal of the initiative is to assess the industry's historic compliance with the CAA's New Source Review program and to reduce emissions from the industry through the installation of add-on controls. We have actively engaged with the EPA on its investigations, which involved multiple of our facilities in the United States, and have

entered into four settlements involving a total of $6.1 million in civil penalties and a commitment to incur certain capital expenditures for pollution control equipment at our Victorville, California; Fairborn, Ohio (divested on February 10, 2017); Lyons, Colorado; Knoxville, Tennessee; Louisville, Kentucky (divested on March 6, 2020); Demopolis, Alabama; Odessa, Texas (divested on November 18, 2016); and New Braunfels, Texas plants. Based on our past experience with such matters and currently available information, as of December 31, 2020, we believe any further proceedings should not have a material adverse impact on our results of operations, liquidity and financial condition.

In 2002, CEMEX Construction Materials Florida, LLC (formerly Rinker Materials of Florida, Inc.) ("CEMEX Florida"), a subsidiary of CEMEX, Inc., was granted a federal quarry permit and was the beneficiary of another federal quarry permit for the Lake Belt area in South Florida. The permit held by CEMEX Florida covered CEMEX Florida's SCL and FEC quarries. CEMEX Florida's Kendall Krome quarry is operated under the permit of which it was a beneficiary. The FEC quarry is the largest of CEMEX Florida's quarries measured by volume of aggregates mined and sold. CEMEX Florida's Miami cement mill is located at the SCL quarry and is supplied by that quarry, while the FEC and Kendall Krome quarries have supplied aggregates to CEMEX and third-party users. In response to litigation brought by environmental groups concerning the manner in which the federal quarry permits were granted, in January 2009, the U.S. District Court for the Southern District of Florida ordered the withdrawal of the federal quarry permits for CEMEX Florida's SCL, FEC and Kendall Krome quarries. The judge ruled that there were deficiencies in the procedures and analysis undertaken by the Army Corps of Engineers ("Corps") in connection with the issuance of the permits. Upon appeal, on January 21, 2010, the Eleventh Circuit Court of Appeals affirmed the district court's ruling withdrawing the federal quarry permits for the three CEMEX Florida quarries as well as other third-party federal quarry permits subject to the litigation. On January 29, 2010, the Corps completed a multi-year review commenced as a result of this litigation and issued a Record of Decision ("ROD") supporting the issuance of new federal quarry permits for the FEC and SCL quarries. Excavation of new aggregates was stopped at the FEC and SCL quarries from January 20, 2009 until new permits were issued. The FEC permit was issued on February 3, 2010, and the SCL permit on February 18, 2010. Furthermore, permits to extend the areas available to mine at the FEC and SCL quarries were received on May 7, 2020 and July 22, 2020, respectively. The ROD also indicated that a number of potential environmental impacts must be addressed at the wetlands located at the Kendall Krome site before a new federal quarry permit may be issued for mining at that quarry, meaning that no new aggregates would be quarried from wetland areas at Kendall Krome pending the resolution of the potential environmental issues, with the FEC and SCL quarries continuing to operate. On November 15, 2020, the Corps determined that the wetlands at the Kendall Krome quarry are not subject to the jurisdiction of the Clean Water Act. Therefore, Clean Water Act permits will not be required to resume mining at the Kendall Krome site. If CEMEX Florida is unable to maintain the new Lake Belt permits, to the extent available, CEMEX Florida would need to source aggregates from other locations in Florida or import aggregates. This would likely affect operating income from our operations in Florida. As of December 31, 2020, any adverse impacts on the Florida economy arising from the cessation or significant restriction of quarrying operations in the Lake Belt area could also have a material adverse impact on our results of operations, liquidity and financial condition.

Our operations in the United States are subject to a number of federal and state laws and regulations addressing climate change. On the federal side, EPA has promulgated a series of regulations pertaining to emissions of GHGs from industrial sources. More recently, newly elected U.S. President Joe Biden issued Executive Order 14008, Tackling the Climate Crisis at Home and Abroad on January 27, 2021, which describes various GHG-related policies and objectives. This order, or other federal regulatory or legislative action relating to GHG, could result in additional or more stringent regulatory requirements, or in preferential treatment regarding pricing, contracting, the granting of operational permits or other economic activities being given to entities which may have environmental standards that are stricter than ours.

EPA issued the Mandatory Reporting of GHGs Rule, effective December 29, 2009, which requires certain covered sectors, including cement manufacturing, with GHG emissions above an established threshold to inventory and report their GHG emissions annually on a facility-by-facility basis. In 2010, EPA issued a final

rule that establishes GHG thresholds for the New Source Review Prevention of Significant Deterioration ("PSD") and Title V Operating Permit programs ("Title V"). The rule "tailors" the requirements of these CAA permitting programs to limit which facilities will be required to obtain PSD and Title V permits for GHG emissions. Cement production facilities are included within the categories of facilities required to obtain permits; *provided* that their GHG emissions exceed the thresholds in the tailoring rule. The PSD program requires new major sources of regulated pollutants and major modifications at existing major sources to secure pre-construction permits that establish, among other things, limits on pollutants based on Best Available Control Technology ("BACT").

According to EPA's rules, stationary sources, such as cement manufacturing, which are already regulated under the PSD program for non-GHG pollutants, need to apply for a PSD permit for any GHG emissions increases above 75,000 tons/year of carbon dioxide equivalent ("CO_2E"). Therefore, new cement plants and existing plants undergoing modification which are major sources for non-GHG pollutants regulated under the CAA need to acquire a PSD permit for construction or modification activities that increase CO_2E by 75,000 or more tons/year, and would have to determine and install BACT controls for those emissions. Furthermore, any new source that emits 100,000 tons/year of CO_2E or any existing source that emits 100,000 tons/year of CO_2E and undergoes modifications that would increase CO_2E emissions by at least 75,000 tons/year, must comply with PSD obligations. Complying with these PSD permitting requirements can involve significant costs and delay. As of December 31, 2020, the costs of future GHG-related regulation of our facilities through these efforts or others could have a material economic impact on our U.S. operations and the U.S. cement manufacturing industry, which in turn could have a material adverse impact in our results of operations, liquidity and financial condition.

With respect to state efforts to address climate change, in 2006, the State of California adopted the Global Warming Solutions Act (Assembly Bill 32 or "AB32") setting into law a goal to reduce the State's carbon dioxide emissions to 1990 levels by 2020. As part of the measures derived from AB32, the California Air Resources Board ("CARB") developed a cap-and-trade program, enforced from 2013, that covers most industrial sources of greenhouse gas emissions in the State, including cement production facilities. The program involves allocating a number of allowances free of charge to covered installations, which must subsequently surrender back to the regulator a number of allowances or qualified offset credits matching their verified emissions during the compliance period. Based on the free allowances received, our Victorville cement plant met all of its compliance obligations for the second compliance period (2015-2017) without a material impact on its operating costs; and, as of December 31, 2020, met all of its compliance obligations for the third compliance period (2018-2020) without a material impact on its operating costs. Furthermore, as of December 31, 2020, for our operations in California, we are actively pursuing initiatives to substitute fossil fuels for lower carbon fuels, improve our energy efficiency and utilize renewable power in an effort to economically reduce our direct and indirect GHG emission intensities. However, even with these ongoing efforts and the expected distribution of free allowances, as of December 31, 2020, the measures corresponding to future compliance periods of AB32, which may eventually require us to purchase emission allowances at increased prices due to their reduced availability, and the resulting overall costs of complying with a cap-and-trade program, could have an impact on our operations in California, which in turn could have an adverse impact on the results of operations, liquidity and financial condition of our operations in the U.S., and consequently on us.

In 2007, CARB approved a regulation that requires California equipment owners/operators to reduce diesel particulate and nitrogen oxide emissions from in-use off-road diesel equipment and to meet progressively more restrictive emission targets. In 2008, CARB approved a similar regulation for in-use on-road diesel equipment. The emission targets require us to retrofit our California-based equipment with diesel emission control devices or replace equipment with new engine technology in accordance with certain deadlines. As of December 31, 2020, compliance with the CARB regulations has resulted in equipment related expenses or capital investments, including overhauling engines and purchases of new equipment directly related to the CARB regulations, in excess of $60.8 million. As of December 31, 2020, we estimate that we may continue to incur substantial expenditures to comply with these requirements.

In 2019, Colorado adopted the Climate Action Plan to Reduce Pollution (House Bill 19-1261) ("CCAP"). The CCAP sets into law a goal to reduce the state's greenhouse gas pollution levels by 25% by 2025, 50% by 2030 and 90% by 2050 compared to 2005 levels. Rulemaking to implement CCAP is now ongoing by the Colorado Department of Public Health and Environment, Air Pollution Control Division, and the resulting rules and regulations might result in the requirement for additional emissions control technology and other changes in operating processes for cement manufacturers. The resulting overall costs of complying with these rules and regulations could have an impact on our operations in Colorado, which in turn could have an adverse impact on the results of operations, liquidity and financial condition of our operations in the U.S., and consequently on us.

Europe

General overview of EU industrial regulation

As of December 31, 2020, the EU legal system operates differently compared to federal systems. The EU legal regime, referred to as supra-national law, sits above the legal systems of the different EU member states ("Member States"), which retain their independence subject to tight oversight from EU institutions, especially the Court of Justice, the European Commission, and the European Parliament. As such, EU law operates (in its many fields of application, including industrial regulation) in order to control and authoritatively interpret the legislation and implementation of law (EU and domestic) in those Member States. One of the key manifestations of this supra-national control are the inter-related doctrines of the supremacy of EU law and of conforming interpretation. Essentially, where an area of legal control in a Member State has its origin in an EU Directive, the Member States must transpose the Directive fully and effectively into their domestic law and every organ of the Member State, including its regulators and its Courts, must interpret (and if necessary change) domestic law in order to conform with the objectives and the letter of the relevant EU Directive. This is of relevance to the cement sector since almost every aspect of its environmental regulation has its origins in EU legislation.

In the EU, the cement sector is subject to a range of environmental laws at EU and national Member States levels. These laws can be very broadly categorized as (1) primary and direct controls placed upon their main operational activities and (2) more general legal regimes which protect different aspects of the environment across many sectors.

The primary examples of the first kind of control are the various laws governing the specific operational activities of the sector, through stringent permitting and emissions controls, which are further explained below; examples of the second, more general, legal controls are the EU Water Framework Directive (2000/60/EC) and the EU Waste Framework Directive (2008/98/EC) which impose various obligations in relation to protection of the surface and underground water environments and the recovery, disposal and overall management of waste. In practice, even these more general laws indirectly impact our industry through permitting emissions control systems.

EU Industrial Permits and Emissions Controls

In the EU, the primary legal environmental controls applied to cement plants are those EU Directives which control operational activities and emissions from those activities. Initially, these controls were primarily derived from two EU Directives: (1) the so-called "IPPC Directives" (as described below) and (2) the Incineration Directive (as defined below).

The primary EU legislative control over the sector (until the transition to the IED, as described below) was the Directive on Integrated Pollution Prevention and Control (2008/1/EC) ("IPPC Directive"), which updated and consolidated an earlier Directive first promulgated in 1996. Since 1996, these IPPC Directives adopted an integrated approach to regulation of various sectors of industrial plant, including cement, by taking into account and controlling/regulating the whole environmental performance of the plant.

The second earlier Directive, which was applied in direct control of cement operations (until the transition to the IED, as described below), was the EU Waste Incineration Directive (2000/76/EC) ("Incineration

Directive") which regulated those parts of the cement operation that used recovered waste materials as substitute fuels in cement kilns. Its aim was to prevent or limit, as far as practicable, negative effects on the environment, in particular pollution by emissions in air, soil, surface water and groundwater and the resulting risks to human health, from incineration and co-incineration plants.

Cement and limestone kilns as a primary or secondary source of fuel fall within the definition of "co-incineration plants." The Incineration Directive sought to achieve its aim by setting and maintaining stringent operational conditions and technical requirements, as well as emission limit values for a range of pollutants including dust, nitrogen oxides, sulfur dioxide, hydrogen chloride, heavy metals and dioxins.

On January 6, 2011, the Industrial Emissions Directive (2010/75/EU) ("IED") came into force. The IED recasts seven pieces of previously existing legislation into a single coherent legislative instrument, including the IPPC Directives and the Incineration Directive, both of which it repeals. With some exceptions, the IED retains the essential substance of the earlier Directives and tightens some of its provisions. The IED has applied to new industrial installations since January 7, 2013 and to existing industrial installations (other than large combustion plants) since January 7, 2014.

Since the adoption of the early IPPC Directives and under the IED, operators of industrial installations, including cement plants, are required to obtain an integrated permit from the relevant permitting authority in the Member States. Under the IED, as with the IPPC Directive, these permits contain emission limit values and other conditions based on the application of a legal and technical concept called "best available techniques" ("BAT").

The concept of BAT is central to the system, and effectively imposes a legal obligation on plant operators to use and apply the best available techniques (as they develop from time to time) in order to prevent or, where this is not practicable, minimize emissions of pollutants likely to be emitted in significant quantities from the plant to air, water or land. Emission limit values, parameters or equivalent technical measures must be based on the best available techniques, without prescribing the use of one specific technique or technology and taking into consideration the technical characteristics of the installation concerned, their geographical location and local environmental conditions. In all cases, the permit conditions must ensure a high level of protection for the environment as a whole and must address energy efficiency, waste minimization, prevention of accidental emissions and site restoration. Since the IPPC Directives were in effect, to assist the permitting authorities and companies in determining the BAT, the European Commission periodically organizes exchanges of information between experts from the Member States, industry and environmental organizations. This results in the adoption and publication by the European Commission of BAT Reference Documents ("BREFs") for the industry sectors covered by the IED. A key element of the BREFs are the conclusions on BAT ("BAT conclusions"), which are used as a reference for setting permit conditions.

However, there is an important difference regarding BREFs between the IPPC Directive and the IED. Under the IPPC Directive, the BREFs were considered as guidance only. This is not the case under the IED. Where BAT conclusions specify emission levels, permitting authorities are required to set emission limit values that do not exceed these levels. They may derogate from this requirement only where the costs associated with the achievement of the emission levels associated with the BAT disproportionately outweigh the environmental benefits due to the geographical location, the local environmental conditions or the technical characteristics of the installation concerned. The permitting authorities must document the reasons for the derogation from the emission limit values in the permit, including the result of the cost-benefit assessment.

In April 2013, pursuant to European Commission Decision No. 2013/163/EU, the European Commission published new BAT conclusions under the IED for production of cement, lime and magnesium oxide, together with specific emission levels. This document sets out an extensive list of technical requirements for most aspects of the cement manufacturing process in the EU, with a view to prevention and minimization of all polluting emissions.

It is a new requirement under the IED that permitting authorities must review and, if necessary, update permit conditions within four years of the European Commission publishing decisions on BAT conclusions for a particular activity. The European Commission describes review of the BREFs as a continuing process due to ongoing technological advances and so updates may be expected. As of December 31, 2020, a total of 15 BREFs of the existing 32 are being rewritten or revised for the IED. As of December 31, 2020, this has the potential to require our operations in Europe to be adapted to conform to the latest BAT, which in turn could impact our operations.

As of December 31, 2020, we believe that our operations in Member States will be impacted given the change in regulatory approach heralded by the legislation and its ongoing revision and the fact that it will be key to the permitting of the cement industry in the EU. As of December 31, 2020, we are not able to assess the degree of impact the requirements that come into effect under the IED will have on our operations in Member States.

EU Emissions Trading

In 1997, as part of the United Nations Framework Convention on Climate Change (the "UNFCCC"), the Kyoto Protocol was adopted to limit and reduce GHG emissions. The Kyoto Protocol set legally binding emission reduction targets for 37 industrialized countries and the EU. Under the Kyoto Protocol, industrialized countries agreed to reduce their collective GHG emissions by 5% against 1990 levels over the five-year period going from 2008 to 2012 ("First Commitment Period"). In 2012, at the United Nations Climate Change Conference in Doha, Qatar, the Doha Amendment to the Kyoto Protocol was adopted. Certain parties, including the United Kingdom and the EU, committed to reduce GHG emissions by at least 18% below 1990 levels in the eight-year period going from 2013 to 2020 ("Second Commitment Period"). To compensate for the sting of binding targets, the Kyoto Protocol allowed three "flexibility" mechanisms to be used by parties in meeting their emission limitation commitments: The Clean Development Mechanism ("CDM"), Joint Implementation ("JI") and International Emissions Trading.

In order to be able to maintain the international climate protection process after 2020, a new climate agreement was required. Negotiations were held in the framework of the yearly UNFCCC Climate Change Conferences on measures to be taken after the Second Commitment Period would end in 2020. This resulted in the adoption of an agreement known as the Paris Agreement in 2015, which is a separate instrument under the UNFCCC rather than an amendment of the Kyoto Protocol. Under the Paris Agreement, each country must determine, plan, and regularly report on the contribution that it undertakes to mitigate global warming ("Nationally Determined Contribution" or "NDC"). The Paris Agreement sets out a global framework to avoid dangerous climate change by limiting global warming to well below 2°C and pursuing efforts to limit it to 1.5°C. The EU's NDC under the Paris Agreement is to reduce GHG emissions by at least 40% by 2030 compared to 1990.

Initially in order to implement the Kyoto Protocol, and now to implement the Paris Agreement, the EU established an emissions trading system ("ETS") by means of Directive 2003/87/EC. Under the ETS, a cap or limit is set on the total amount of CO_2 emissions that can be emitted by the power plants, energy-intensive installations (including cement plants) and commercial airlines that are covered by the system. As of December 31, 2020, our operations in the European Union and the United Kingdom are subject to the binding caps on CO_2 emissions imposed pursuant to the ETS. The cap is reduced over time so that the total amount of emissions will decrease. Within the cap, companies receive or buy emission allowances. These allowances are tradable to enable companies that manage to reduce their emissions to sell their excess allowances to companies that are not reaching their emissions objectives. After each year, a company must surrender enough carbon allowances to cover all its emissions. In general, failure to meet the emissions caps is subject to significant monetary penalties of €100 for each ton of carbon dioxide equivalent emitted by the installation for which the operator has not surrendered allowances.

The ETS consists of four trading phases: Phase I which lasted from January 1, 2005 to December 31, 2007, Phase II, which lasted from January 1, 2008 to December 31, 2012, Phase III, which commenced on

January 1, 2013 and ended on December 31, 2020, and Phase IV, which commences on January 1, 2021 and will last until December 31, 2030. Prior to the commencement of each of ETS Phases I and II, each Member State was responsible for publishing its National Allocation Plan ("NAP"), a document which set out a national cap on the total amount of carbon emissions by all installations during each relevant trading phase and the methodology by which the cap would be allocated to the different sectors in the ETS and their respective installations. Each Member State's cap contributed to an overall EU cap on emissions, where one carbon allowance had to be surrendered to account for one metric ton of carbon emitted. The carbon allowances were mostly distributed for free by each Member State to its ETS installations, although some Member States also used a fraction of their material cap for auctioning, mainly to power generators. Under ETS Phase III, however, the system of NAPs was replaced by a single EU-wide, top-down, cap on CO_2 emissions, with allocation for all installations made according to harmonized EU rules and set out in each Member State's National Implementation Measures ("NIM"). Additional restrictions were introduced on the extent to which Kyoto Protocol units could be used to offset EU carbon emissions, and auctioning, not free allocation, became the default method for distributing allowances. During Phase IV of the ETS (2021-2030), the EU-wide overall cap on emission allowances is expected to be reduced by 2.2% every year from 2021, benchmarks will be updated based on recent data twice during the 2021-2030 period, a more dynamic allocation based on recent production shall replace the "historical activity level" and less emission allowances will be available for auction due to their allocation to the EU's Market Stability Reserve. Also, the European Commission's proposal to move Europe's target for reduction of GHG emissions from 40% to 55% in relation to 1990 values by 2030 is under consideration by the European Union. As of December 31, 2020, it is not possible to predict with certainty how CEMEX will be affected by the reform to the EU ETS in Phase IV and if regulations implementing the European Commission's recent proposal will be approved; however, we currently expect that the aggregate amount of allowances that will be annually allocated for free to CEMEX in Phase IV, due to unused surplus from previous phases, should be sufficient for our operations, and, therefore, CEMEX may not need to purchase emission allowances at some point in time during Phase IV, unless there are changes to the current regulation framework. If any emission allowances would need to be purchased, such emission allowances would likely be purchased at increased prices due to their reduced availability in auctions, since they would have been allocated to the Market Stability Reserve. If due to changes in the current regulatory framework and other unforeseen changes, emission allowances for Phase IV were to be insufficient at some point which would trigger the need to purchase emission allowances, all of this could have a material impact on our results of operations, liquidity and financial condition.

EU policymakers see the free allocation of allowances as a principal way to reduce the risk of carbon leakage—that is, the risk that energy-intensive industries, facing higher costs because of the ETS, will move their facilities beyond the EU's borders to countries that do not have climate change controls, thus resulting in a leakage of CO_2 emissions without any environmental benefits.

A list of ETS sectors deemed to be at significant risk of carbon leakage is periodically adopted by the European Commission, following agreement by Member States and the European Parliament. The main factors taken into account in determining whether a sector is at significant risk of carbon leakage include the extent to which direct and indirect costs induced by the implementation of the ETS would increase production cost, calculated as a proportion of the gross value added and the sector's trade intensity with non-EU countries (imports and exports). This list has historically included the cement production sector.

Sectors classified as deemed to be at significant risk of carbon leakage continued to receive 100% of their benchmark allocation of allowances free of charge during Phase III, adjusted by a cross-sectoral correction factor applied uniformly upon all participating facilities in Europe in order to reduce the amount of free allocation that each installation received so that the total sum does not exceed the authorized EU-wide cap for free allocation. By contrast, sectors not considered at risk of carbon leakage received 80% of their benchmark allowances for free in 2013, declining to 30% by 2020. Although the cement industry is included in the list of sectors at significant risk of carbon leakage for Phase IV of the ETS; and, therefore, CEMEX should receive free allocation during Phase IV of the ETS, a future decision that the cement industry should no longer be regarded at a

significant risk of carbon leakage could have a material impact on our operations and our results of operations, liquidity and financial condition.

On April 27, 2011, the European Commission adopted Decision 2011/278/EU, which stated the rules, including the benchmarks of GHG emissions performance, to be used by the Member States in calculating the number of allowances to be annually allocated for free during Phase III of the ETS to industrial sectors (such as cement) deemed to be exposed to the risk of "carbon leakage." The number of allowances to be allocated to installations for free was based on a combination of historic activity levels at that installation and an EU benchmark of carbon efficiency for the production of a particular product—for example, clinker. An installation's historic activity level was calculated by taking the median of its annual production levels during the baseline period, either 2005 to 2008 or, where historic activity levels were higher, 2009 to 2010. The product benchmark was based on the average carbon emissions of the top 10% most "carbon efficient" EU installations for a particular product during 2007 and 2008, where carbon efficiency is measured by carbon intensity or carbon emission per metric ton of product. Preliminary allocation calculations based on the rules were carried out by each Member State and included in a NIM table which was sent for scrutiny to the European Commission. On September 5, 2013, the European Commission adopted Decision 2013/448/EU which approved the NIMs submitted by most Member States and which set the annual cross-sectoral correction factors for Phase III of the ETS. The cross-sectoral correction figure was used to adjust the levels of product benchmarks used to calculate the free allocation of allowances to each installation. This was to ensure that the total amount handed out for free did not exceed the maximum set in the ETS Directive. Each Member State was required to adjust its national allocation table of free allowances each year and submit this for approval to the European Commission prior to issuing allowances. The application of this cross-sectoral correction factor resulted in an important decrease in the quantity of allowances that our ETS-participant operations received for free in the 2013-2020 period. In addition, during Phase III, if the activity level of a sub-installation and thus emissions therefrom decreased below a certain threshold than the activity level used to determine free allocation, rules known as the "partial cessation rules" would apply and the level of free allocation would be decreased. While the system for free allocation during Phase IV of the ETS doesn't differ fundamentally from that of Phase III, free allocation during Phase IV of the ETS will focus on sectors at the highest risk of relocating their production outside of the EU, a considerable number of free allowances will be set aside in the Market Stability Reserve for new and growing installations, more flexible rules in place of the "partial cessation rules" have been set to better align the level of free allocation with actual production levels, allocation to individual installations may be adjusted annually to reflect relevant increases and decreases in production, the 54 benchmark values determining the level of free allocation to each installation will be updated twice in Phase IV to avoid windfall profits and reflect technological progress since 2008, and an annual reduction rate varying from 0.2% to 1.6% will be determined for each benchmark.

In addition to carbon allowances, up to the end of its Phase III, the ETS allowed the use or exchange of Kyoto Protocol units by companies for compliance up to a certain limit to offset their carbon emissions in the EU: the Emission Reduction Unit, representing a metric ton of carbon saved by a project under the JI mechanism, and the Certified Emission Reduction unit ("CERs") under the CDM. As of December 31, 2020, we have registered 19 CDM projects with a total potential to, according to our estimates, reduce 2.44 million tons of CO_2E emissions per year. Since July 2014, we do not verify the actual reductions, so we do not generate CERs on an annual basis since then. As of December 31, 2020, we have already used the maximum allowed number of CERs in all EU operations but in Croatia, where we still have the right to use 4.5% of 2020 verified emissions before April 2021. Under Phase IV, Emission Reduction Units and CERs will no longer be usable or exchangeable for compliance purposes.

Despite having sold a substantial amount of allowances during Phase II of the ETS, the aggregate amount of allowances that were annually allocated for free to CEMEX in Phase III of the ETS (2013-2020) were sufficient to operate. This stems from various factors, notably our efforts to reduce emissions per unit of clinker produced and the stream of offset credits coming from our internal portfolio of CDM projects. As of December 31, 2020, we are taking measures intended to minimize our exposure to the ETS, while continuing to supply our products

to our customers. As of December 31, 2020, it is not possible to predict with certainty how CEMEX will be affected by the EU ETS in Phase IV; however, we currently expect that the aggregate amount of allowances that will be annually allocated for free to CEMEX in Phase IV, due to unused surplus from previous phases, should be sufficient for our operations, and, therefore, CEMEX may not need to purchase emission allowances during Phase IV, unless there are changes to the current regulation framework. If any emission allowances would need to be purchased, such emission allowances would likely be purchased at increased prices due to their reduced availability in auctions, since they would have been allocated to the Market Stability Reserve. All of this could have a material impact on our results of operations, liquidity and financial condition. Also, although the cement industry is included in the list of leakage sectors which will receive free allocation of allowances during Phase IV of the ETS, a future decision that the cement industry should no longer be regarded at a significant risk of carbon leakage could have a material impact on our operations and our results of operations, liquidity and financial condition.

Additionally, as a result of the COVID 19 pandemic, some of CEMEX's plants in Europe have reduced operations or temporarily halted production, in some cases, such as in Spain, following mandatory rules from governmental authorities. Given that the rules for Phase IV of the ETS provide for adjustment of free allocations as a result of actual production levels, this is expected to impact our CO_2 allocation for the period 2021-2030, as production in time will condition allocations for the following years. Since we do not know (i) if the EU will apply any special regulation for those situations, and/or (ii) the extent to which production levels will be affected in the future as a result of the COVID 19 pandemic, as of December 31, 2020, we are not able to assess the real impact this will have on our CO_2 allocation for the period 2021-2030. In general, as of December 31, 2020, us receiving free allocations is subject to conditioning due to reductions in levels of production, some of which may be temporary or circumstance-based; and, to the extent this results in our plants foregoing free carbon allowances, this could represent a significant loss of revenue to us, since carbon allowances are also tradable, which in turn could have a material adverse impact on our results of operations, liquidity and financial condition.

Furthermore, as a result of the 2019 United Nations Climate Change Conference, also known as "COP25" held in Madrid, Spain, the EU published its "Green Deal" with the following changes (among others) that reflects most of Europe's strategy to achieve carbon neutrality by 2050, which are expected to impact our industry in the coming years: (i) implementation of a carbon border adjustment to protect from imports, which shows that our industry will need to lobby intensively to preserve free allocation; (ii) enforcement of the existing legislation on energy performance of buildings; (iii) extending the ETS to the maritime sector, and possibly also to other sectors, including those related to construction; (iv) implementation of measures to address pollution from industrial activities; (v) development of a new sustainable finance strategy; and (vi) a review of regulations that cover construction products, as well as other initiatives. As of December 31, 2020, it is uncertain if any further special regulations will be implemented by the European Union in order to implement these changes to its "Green Deal," and if any such implementation would have a material adverse impact on our results of operations, liquidity and financial condition. In particular, if the European Commission moves forward on these measures, the cement sector should participate in its development, as a result of the potential impact of losing free CO_2 allocations from the moment the measure becomes effective.

As of December 31, 2020, an independent emissions trading system in the United Kingdom (the "UK ETS") is expected to replace the EU ETS in the United Kingdom starting January 1, 2021. The United Kingdom has already issued regulations establishing the structure of the UK ETS, including a cap on emissions each year to 2030. With some exceptions, the UK ETS is expected to be similar to the EU ETS and is expected to provide continuity after the transition from the EU ETS. Among these exceptions are the following: (i) a tighter annual cap than under the EU ETS is expected, at 5% below the Phase IV EU ETS cap; and (ii) greater fines are expected to apply, as a charge of GBP100 would be imposed for each ton of emissions not covered by allowances, which is higher than the €100 fine under the EU ETS. The United Kingdom cap is set to be revised in 2024 to fully align with a net-zero trajectory. As of December 31, 2020, although the UK ETS is expected to provide continuity after the transition from the EU ETS, it is not possible to predict with certainty how CEMEX will be affected by the UK ETS. As in Phase IV of the EU ETS and given the expected tighter caps and expected

revision in 2024, the aggregate amount of allowances allocated to CEMEX under the UK ETS could not be sufficient for our operations, and, therefore, CEMEX could require to purchase emission allowances at some point in time. It could be necessary to purchase these emission allowances at increased prices due to potential insufficient liquidity and increased price volatility in the UK ETS compared to the EU ETS. All of this could have a material impact on our results of operations, liquidity and financial condition.

In furtherance of the Paris Agreement, countries are invited to deliver new NDCs every five years. During COP25, 41 countries, including the EU, representing 10.1% of global emissions committed to update their respective NDC during 2020. Furthermore, 80 countries signaled their intention to enhance ambition or action in an NDC by 2020, representing 10.5% of global emissions. Where satisfied, the aforementioned commitments and intentions were satisfied to varying degrees. All countries where CEMEX has operations, except for the United States, Egypt, the Philippines and Guatemala, have committed to update and/or enhance their NDC targets at the "COP26" to be held in Glasgow, which has been delayed to November 2021. In addition, 73 other non-EU countries announced they would submit enhanced action plans for reaching carbon zero by 2050. As of December 31, 2020, it is uncertain if the delivery of new NDCs or these enhanced action plans for carbon reduction will lead to the implementation of any further regulations, and if any such implementation would have a material adverse impact on our results of operations, liquidity and financial condition.

EU Taxonomy

Further to the European Union's climate and energy targets and to reach the objectives of its Green Deal, the European Union has sought to establish a framework to facilitate sustainable development under Regulation (EU) 2020/852 (the "EU Taxonomy Regulation"), which was published in the Official Journal of the European Union on 22 June 2020 and entered into force on 12 July 2020 (although key provisions will be developed by delegated acts and will only come into force at a later date). Within the framework of the EU Taxonomy Regulation, the technical Expert Group on Sustainable Finance published a final report on a classification system that sets out a list of environmentally sustainable economic activities (the "EU Taxonomy"). In addition to imposing certain reporting obligations, the classification of a company's activities under the EU Taxonomy could, among other things, influence a company's ability to access funds for certain projects, the financial markets or financial products.

Great Britain Landfills

In Great Britain, future expenditure on closed and current landfill sites has been assessed and quantified over the period in which the sites are considered to have the potential to cause environmental harm, generally consistent with the regulatory view of up to 60 years from the date of closure. The assessed expenditure relates to the costs of monitoring the sites and the installation, repair and renewal of environmental infrastructure. The costs have been quantified on a net present value basis in the amount of £130,399,530.26 ($178.31 million as of December 31, 2020, based on an exchange rate of £0.7313 to $1.00) as of December 31, 2020, and we made an accounting provision for this amount.

Philippines Environmental Class Action

On September 20, 2018, a landslide occurred in Sitio Sindulan, Barangay Tina-an, Naga City, Cebu, Philippines (the "Landslide"), a site located within an area covered by mining rights of ALQC. We are an indirect minority shareholder in ALQC, the principal raw material supplier of one of our subsidiaries in the Philippines, APO.

On November 19, 2018, CHP and APO were served summons concerning an environmental class action lawsuit filed by 40 individuals and one legal entity (on behalf of 8,000 individuals allegedly affected by the Landslide) at the Regional Trial Court of Talisay, Cebu, against CHP, ALQC, APO, the Mines and Geosciences Bureau of the Department of Environment and Natural Resources, the City Government of Naga, and the

Province of Cebu, for "Restitution of Damage of the Natural and Human Environment, Application for the Issuance of Environmental Protection Order against Quarry Operations in Cebu Island with Prayer for Temporary Protection Order, Writ of Continuing Mandamus for Determination of the Carrying Capacity of Cebu Island and Rehabilitation and Restoration of the Damaged Ecosystems."

In the complaint, among other allegations, plaintiffs claim that the Landslide occurred as a result of the defendants' gross negligence; and seek, among other relief, (i) monetary damages in the amount of 4.3 billion Philippine Pesos ($89.54 million as of December 31, 2020, based on an exchange rate of 48.023 Philippine Pesos to $1.00), (ii) the establishment of a 500 million Philippine Pesos ($10.41 million as of December 31, 2020, based on an exchange rate of 48.023 Philippine Pesos to $1.00) rehabilitation fund, and (iii) the issuance of a Temporary Environment Protection Order against ALQC aiming to prevent ALQC from performing further quarrying activities while the case is still pending.

As of December 31, 2020, among other defenses and based on a report by the Mines and Geosciences Bureau of the Department of Environment and Natural Resources, CHP, APO and ALQC (individually, each a "Private Defendant" and collectively, the "Private Defendants") deny liability and hold the position that the Landslide occurred due to natural causes.

In an Order dated August 16, 2019, the Court denied plaintiffs' Application for Temporary Environment Protection Order. Plaintiffs moved for reconsideration, but the Court also denied plaintiffs' motion in an Order dated September 30, 2019. Plaintiffs did not appeal this ruling, which became final as of December 5, 2020.

Likewise, in a separate Order also dated September 30, 2019, the Court partially granted the affirmative defenses raised by Private Defendants in their respective answers, and ruled, among others, that the subject case against CHP and APO is dismissed for failure to state a cause of action. The Court also ruled that: (i) the 22 plaintiffs who failed to sign the verification and certification against forum shopping are dropped as party-plaintiffs; (ii) the subject case is not a proper class suit, and that the remaining 17 plaintiffs can only sue for their respective claims, but not as representatives of the more than 8,000 alleged victims of the landslide incident; (iii) plaintiffs' cause of action against ALQC for violation of Section 19(a) of Republic Act No. 10121 is dismissed; (iv) there is a misjoinder of causes of action between the environmental suit and the damage suit; and (v) the damage suit of the remaining plaintiffs will proceed separately upon payment of the required docket fees within 30 days from receipt of Order, otherwise, the case for damages will be dismissed. This Court Order is not yet final and may be still be appealed by the parties thereto. A motion for reconsideration was filed on November 26, 2019 by the plaintiffs and is now submitted for the Court's resolution. Meanwhile, during the hearing of Plaintiff's motion for reconsideration on September 11, 2020, the Province of Cebu was officially dropped as a party-defendant in the case, on oral motion of plaintiffs.

In the event that the latter Order is reconsidered, and a final adverse resolution is issued in this matter, plaintiffs will have the option to proceed against any one of ALQC, APO or CHP for satisfaction of the entirety of the potential judgement award, without the need to proceed against any other Private Defendant beforehand. Thus, ALQC's, APO's or CHP's assets alone could be exposed to execution proceedings. As of December 31, 2020, at this stage of the overall proceedings and considering all possible defenses that could be available, while we cannot assess with certainty the likelihood of an adverse result in the overall proceedings, we believe a final adverse resolution in the overall proceeding is not probable, and, in turn, because we are not able to assess the outcome of the reconsiderations filed against the Court's Order, we are not able to determine if a final adverse resolution, if any, would have a material adverse impact on the Company's consolidated results of operations, liquidity and financial condition.

Tariffs

The following is a discussion of tariffs on imported cement in some of the countries and regions in which we operate.

Mexico

Mexican tariffs on imported goods vary by product and have historically been as high as 100%. Over the years, import tariffs have been substantially reduced and currently range from none at all for raw materials to over 20% for finished products. As a result of North American Free Trade Agreement ("NAFTA"), starting January 1, 1998, the tariff on cement imported into Mexico from the United States or Canada was eliminated. A new agreement signed on November 30, 2019, called the United States-Mexico-Canada Agreement ("USMCA"), and which supersedes NAFTA, entered into force on July 1, 2020. The USMCA does not have any impact on tariffs on cement imported from the United States or Canada into Mexico.

While the lack of existence or reduction in tariffs could lead to increased competition from imports in the markets in Mexico in which we operate, it is possible that other factors, such as the cost of transportation incurred from most producers outside Mexico to central Mexico, traditionally the region of highest demand in Mexico, could be seen as a barrier to enter certain of the regions in Mexico in which we operate.

United States

In general, and aside from any other restrictions or prohibitions, as of December 31, 2020, any cement imported into the United States from Cuba and North Korea is subject to custom duties depending on the specific type of cement. Imports into the United States from Cuba and North Korea are generally prohibited due to the U.S. import/export controls and economic sanctions. In order to import cement and other products into the United States from Cuba or North Korea, an importer would be required to obtain a license from the U.S. government or otherwise establish the existence of a license exception.

On September 18, 2018, the United States Trade Representative ("USTR") released a list of $200 billion worth of Chinese imports that were to be subject to additional tariffs. This list included cement, clinker, slag cement, and granulated slag from the manufacture of iron or steel. These additional tariffs were effective starting September 24, 2018 and initially were in the amount of 10%. The U.S. was expected to increase the additional tariffs to 25% starting January 1, 2019, but this increase was postponed for 90 days starting on December 1, 2018, to allow time for the United States and China to negotiate their trade disputes. Accordingly, absent a resolution of the trade disputes, the rate of additional duty for the products covered by the September 2018 tariff action increased to 25% on May 10, 2019. On August 23, 2019, the United States announced that the current 25% import tariff would be increased to 30% by October 1, 2019. On September 11, 2019, the United States announced that implementation of this increase would be delayed to October 15, 2019, however, the implementation of this increase has not yet occurred as of December 31, 2020, and the tariff remains at 25%.

Also, as of December 31, 2020, cement imports from countries other than Cuba, China and North Korea into the United States are currently duty free, however, certain individuals and entities on U.S. government lists of specially designated nationals and prohibited parties, may be subject to U.S. import/export controls and other sanctions that prohibit transactions (including import transactions) with such persons without a license.

Europe

Member countries of the EU are subject to the uniform EU commercial policy. There is no tariff on cement imported into a country that is a member of the EU from another member country or on cement exported from an EU country to another member country. As of December 31, 2020, for cement imported into a member country from a non-member country, the tariff was 1.7% of the customs value. Any country with preferential treatment with the EU is subject to the same tariffs as members of the EU. Most Eastern European producers exporting cement into EU countries currently pay no tariff.

Asia

On August 27, 2019 the Department of Trade and Industry (DTI) of the Republic of the Philippines imposed a general safeguard measure on imported cement from various countries (Department Administrative Order

19-13, Series of 2019) for a period of three years (August 2019 to August 2022). On December 5, 2020, this safeguard was updated in order to make cement imports of cement types 2523.29.90 and 2523.90.00 under ASEAN Harmonized Tariff Nomenclature from major exporting markets of China, Japan, Taiwan, Thailand and Vietnam, subject to a general safeguard duty of PHP245 per metric ton for the second year (i.e., from October 22, 2020 to October 21, 2021) of the aforementioned three-year period. As of December 31, 2020, the duty amount will be subject to regular review by the DTI.

Tax Matters

Mexico

In November 2009, the Mexican Congress approved a general tax reform, effective as of January 1, 2010 (the "2010 Tax Reform"). Specifically, the 2010 Tax Reform included changes to the tax consolidation regime that required CEMEX, among others, to determine and retroactively pay taxes at a current rate on items in past years that were eliminated in consolidation or that reduced consolidated taxable income ("Additional Consolidated Taxes"). Additional Consolidated Taxes arising after the 2004 tax year are taken into account in the sixth fiscal year after such year and are payable over the succeeding five years in the following proportions per year: 25%, 25%, 20%, 15% and 15%. Applicable taxes payable as a result of this tax reform are increased by inflation adjustments as required by the Mexican Income Tax Law (*Ley del Impuesto Sobre la Renta*). In connection with these changes in the tax consolidation regime in Mexico, as of December 31, 2009, we recognized a liability of Ps10.5 billion ($ 527.90 million as of December 31, 2020, based on an exchange rate of Ps19.89 to $1.00). As of December 31, 2020, we have paid an aggregate amount of Ps7.3 billion ($367.01 million as of December 31, 2020, based on an exchange rate of Ps19.89 to $1.00) of Additional Consolidated Taxes.

In December 2010, pursuant to certain additional rules, CEMEX reduced its estimated tax payable by Ps2.9 billion ($145.80 million as of December 31, 2020, based on an exchange rate of Ps19.89 to $1.00) against a credit to the statement of operations when the new tax enactment took place. As of December 31, 2020, after accounting for (i) cash payments, (ii) income tax from subsidiaries paid to the parent company, (iii) effects of tax deconsolidation, and (iv) other adjustments, that took place from 2010 to 2020, as of December 31, 2020, the estimated tax payable for tax consolidation in Mexico decreased to Ps610 million ($30.66 million as of December 31, 2020, based on an exchange rate of Ps19.89 to $1.00).

In addition, as a result of the enactment of the new Income Tax Law (*Ley del Impuesto Sobre la Renta*) in Mexico approved in December 2013 and effective as of January 1, 2014 (the "2014 Tax Reform"), the statutory income tax rate for 2014 and beyond will remain at 30%, and the tax consolidation regime that was in effect up until December 31, 2013, was replaced prospectively by a new integration regime, which will not apply to CEMEX. Consequently, as of 2014, each company in Mexico will determine its income taxes based solely on its individual results, and a period of up to ten years has been established for the settlement of the liability for income taxes related to the tax consolidation regime accrued until December 31, 2013 ("Deconsolidation Taxes").

On April 30, 2014, CEMEX paid Ps2.3 billion of Deconsolidation Taxes ($115.63 million as of December 31, 2020, based on an exchange rate of Ps19.89 to $1.00). On April 30, 2015, CEMEX paid Ps3.7 billion of Deconsolidation Taxes ($186.02 million as of December 31, 2020, based on an exchange rate of Ps19.89 to $1.00). On April 29, 2016, CEMEX paid Ps728 million of Deconsolidation Taxes ($36.60 million as of December 31, 2020, based on an exchange rate of Ps19.89 to $1.00). On April 28, 2017, CEMEX paid Ps924 million of Deconsolidation Taxes ($46.45 million as of December 31, 2020, based on an exchange rate of Ps19.89 to $1.00). On April 30, 2018, CEMEX paid Ps970 million of Deconsolidation Taxes ($48.76 million as of December 31, 2020, based on an exchange rate of Ps19.89 to $1.00). On April 30, 2019, CEMEX paid Ps592 million of Deconsolidation Taxes ($29.76 million as of December 31, 2020, based on an exchange rate of Ps19.89 to $1.00). On April 30, 2020, CEMEX paid Ps421 million of Deconsolidation Taxes ($21.16 million as

of December 31, 2020, based on an exchange rate of Ps19.89 to $1.00). This seventh payment, together with the six prior payments represented 100% of the Deconsolidation Taxes for the period that corresponds to the 2008, 2009 tax year, and 2010 tax years, 85% of the Deconsolidation Taxes for the period that corresponds to the 2011 tax year, 70% of the Deconsolidation Taxes for the period that corresponds to the 2012 tax year and 50% of the Deconsolidation Taxes for the period that corresponds to the 2013 tax year.

In October 2015, the Mexican Congress approved a tax reform effective as of January 1, 2016 (the "2016 Tax Reform"), granting Mexican companies the option not to pay the remaining asset tax payments included in the Deconsolidation Tax liability. CEMEX also applied this option. As of December 31, 2020, taking into account the effects of the 2016 Tax Reform, the estimated payments to be made of Deconsolidation Taxes (which includes the Additional Consolidated Taxes) in 2021, 2022 and 2023, is not material to our results of operations, liquidity and financial condition.

United States

As of December 31, 2020, the United States Internal Revenue Service ("IRS") has concluded its audits for the years 2014 through 2018. The final findings did not alter the originally filed CEMEX returns in the United States, which had no reserves set aside for any potential tax issues. On February 14, 2019, the IRS commenced its audits of the 2019 tax year under the compliance assurance process. As of December 31, 2020, we have not identified any material audit issues and, as such, no reserves are recorded for the 2019 tax year audit in our financial statements.

Colombia

On April 1, 2011, the Colombian Tax Authority (*Dirección de Impuestos y Aduanas Nacionale*s) ("DIAN"), notified CEMEX Colombia of a proceeding notice in which the DIAN rejected certain deductions taken by CEMEX Colombia in its 2009 year-end tax return. The DIAN assessed an increase in taxes to be paid by CEMEX Colombia in the amount of 90 billion Colombian Pesos ($26.21 million as of December 31, 2020, based on an exchange rate of 3,432.50 Colombian Pesos to $1.00) and imposed a penalty in the amount of 144 billion Colombian Pesos ($41.95 million as of December 31, 2020, based on an exchange rate of 3,432.50 Colombian Pesos to $1.00). The aforementioned penalty was equivalent to 160% of the additional amount paid by CEMEX Colombia. However, in 2017, Law 1819 of 2016 became effective. The inaccuracy penalty under such law is 100%. Therefore, CEMEX Colombia requested of the State Council in April 2017 that the arguments of the DIAN be sustained, and that a penalty of 100%, be applied pursuant to the principle of favorability. This would translate to an amount of $89 billion Colombian Pesos ($25.92 million as of December 31, 2020, based on an exchange rate of 3,432.50 Colombian Pesos to $1.00). The DIAN argues that certain expenses are not deductible for fiscal purposes because they are not linked to direct revenues recorded in the same fiscal year, without taking into consideration that future revenue will be taxed with income tax in Colombia. CEMEX Colombia responded to the proceeding notice on June 25, 2011. On December 15, 2011, the DIAN issued its final determination, which confirmed the information in the special proceeding. CEMEX Colombia appealed the final determination on February 15, 2012. On January 17, 2013, the DIAN notified CEMEX Colombia of the resolution confirming the official liquidation. CEMEX Colombia appealed the final determination on May 10, 2013 which was admitted on June 21, 2013. On July 3, 2013, the appeal was notified to the DIAN, and hearings took place on February 18, 2014 and March 11, 2014. An adverse resolution to the appeal was notified to CEMEX Colombia on July 14, 2014 and on July 22, 2014, CEMEX Colombia filed an appeal before the Colombian *Consejo de Estado* against such adverse resolution. On December 4, 2020, CEMEX Colombia was notified of a favorable resolution issued by the Colombian *Consejo de Estado* on November 26, 2020, based on which CEMEX Colombia will not be required to pay any additional taxes, fines, or interest to DIAN relating to the 2009 fiscal year. The resolution in favor of CEMEX Colombia also contemplates the standardization of precedents from the Colombian *Consejo de Estado* regarding the understanding and extent of the rules of causality, proportionality and the need for expenditures, included in article 107 of the Colombian Tax Statute, on which the ruling in favor of CEMEX Colombia was based. No recourse or appeal procedures are available against this resolution.

On April 6, 2018, the DIAN notified CEMEX Colombia of a proceeding notice in which the DIAN rejected certain deductions taken by CEMEX Colombia in its 2012 year-end income tax return. The DIAN assessed an increase in taxes to be paid by CEMEX Colombia in the amount of 124.79 billion Colombian Pesos ($36.35 million as of December 31, 2020, based on an exchange rate of 3,432.50 Colombian Pesos to $1.00) and imposed a penalty in the amount of 124.79 billion Colombian Pesos ($36.35 million as of December 31, 2020, based on an exchange rate of 3,432.50 Colombian Pesos to $1.00). On June 22, 2018 CEMEX Colombia responded to the proceeding notice; and, on December 28, 2018, CEMEX Colombia was notified of the issuance of an official liquidation confirming the information in the proceeding notice. CEMEX Colombia filed an appeal for reconsideration on February 21, 2019 within the legal term. On January 8, 2020, CEMEX Colombia was notified that the DIAN had, in response to the appeal filed by CEMEX Colombia, confirmed the DIAN's assessment that CEMEX Colombia is required to pay increased taxes and corresponding penalties, as previously notified on April 6, 2018. CEMEX Colombia had four months to appeal this resolution in the corresponding administrative courts in Colombia; however, the terms for administrative and judicial proceedings were suspended as a result of the government's measures in connection with the COVID-19 pandemic. On July 1, 2020, CEMEX Colombia filed an appeal against the aforementioned resolution in the Administrative Court of Cundinamarca. No amounts are required to be paid by CEMEX Colombia until all available recourses have been filed and concluded. Additionally, on March 10, 2020, the DIAN issued a complementary administrative act "statement of objections" (*pliego de cargos*), in which the authority claims the payment of the credit balance that was originated in the tax declaration of the aforementioned year and that was offset by the company with taxes from subsequent years. CEMEX Colombia filed its response on June 2, 2020. Notwithstanding this resolution, as of December 31, 2020, CEMEX considers that an adverse resolution after conclusion of all available defense procedures is not probable. However, it is difficult to assess with certainty the likelihood of an adverse result in the proceeding. If this proceeding is adversely resolved, CEMEX believes this could have a material adverse impact on the operating results, liquidity or financial position of CEMEX.

On September 5, 2018, the DIAN notified CEMEX Colombia of a proceeding notice in which the DIAN rejected certain deductions taken by CEMEX Colombia in its 2011 year-end income tax return. The DIAN assessed an increase in taxes to be paid by CEMEX Colombia in the amount of 85.17 billion Colombian Pesos ($24.81 million as of December 31, 2020, based on an exchange rate of 3,432.50 Colombian Pesos to $1.00) and imposed a penalty in the amount of 85.17 billion Colombian Pesos ($24.81 million as of December 31, 2020, based on an exchange rate of 3,432.50 Colombian Pesos to $1.00). On November 30, 2018, CEMEX Colombia responded to the proceeding notice. On May 15, 2019, CEMEX Colombia was notified of the issuance of a tax assessment maintaining the initial rejection of the deductions taken by CEMEX Colombia in its 2011 year-end income tax return. CEMEX Colombia filed an appeal on July 11, 2019. On July 6, 2020, CEMEX Colombia was notified about a resolution confirming the official liquidation. On October 22, 2020, CEMEX Colombia filed an appeal against such resolution in the Administrative Court of Cundinamarca. If a final adverse resolution to CEMEX Colombia is reached in this matter, in addition to any amounts to be paid in confirmation of the official liquidation, CEMEX Colombia would, as of the payment date, be required to pay interest on the amounts that would be declared due as of the dates they would have had to be paid. Furthermore, on June 8, 2020, the DIAN issued a complementary administrative act "statement of objections" (*pliego de cargos*), in which the authority claims the payment of the credit balance that was originated in the tax declaration of the aforementioned year and that was offset by the company with taxes from subsequent years. On December 17, 2020, CEMEX Colombia announced that the DIAN had archived such "statement of objections" (*pliego de cargos*), which means the DIAN issued an administrative act by which it closed the complementary statement of charges that had been issued within the income tax process for the fiscal year 2011 earlier in 2020. With the aforementioned administrative act, the complementary procedure within the income tax process for the fiscal year 2011 is concluded, since the value of 2011 is included within the complementary process for the fiscal year 2012. As of December 31, 2020, at this stage of the proceeding and considering all possible defenses available, while we cannot assess with certainty the likelihood of an adverse result in this special proceeding, we believe a final adverse resolution to this special proceeding is not probable. However, if adversely resolved, we believe such

adverse resolution could have a material adverse impact on our results of operations, liquidity and financial condition.

Spain

On July 7, 2011, the tax authorities in Spain notified CEMEX España of a tax audit process in Spain covering the tax years from and including 2006 to 2009. The tax authorities in Spain have challenged part of the tax losses reported by CEMEX España for such years. CEMEX España has been formally notified of fines in the aggregate amount of €456 million ($557.25 million as of December 31, 2020, based on an exchange rate of €0.8183 to $1.00) resulting from the July 7, 2011 tax audit process in Spain. The laws of Spain provide a number of appeals that can be filed against such fines without CEMEX España having to make any payment until such appeals are finally resolved. On April 22, 2014, CEMEX España filed appeals against such fines before the Tribunal Economico Administrativo Central ("TEAC") of the Spanish Tax Authorities. On September 20, 2017, CEMEX España was notified by the TEAC about an adverse resolution to such appeals. CEMEX España filed a recourse against such resolution on November 6, 2017 before the National Court (*Audiencia Nacional*) and applied for the suspension of the payment of the fines. The National Court (*Audiencia Nacional*) admitted the recourse; and, on January 31, 2018, it notified CEMEX España of the granting of the suspension of the payment, subject to the provision of guarantees on or before April 2, 2018. In this regard, CEMEX España provided the respective guarantees in the form of a combination of a liability insurance policy and a mortgage of several assets in Spain owned by its Spanish subsidiary CEMEX España Operaciones, S.L.U. On November 6, 2018, the National Court (*Audiencia Nacional*) confirmed the acceptance of the guarantees by the Spanish Tax Office, which ensures the suspension of the payment until the recourses are definitively resolved. As of December 31, 2020, at this stage of the matter and considering all possible defenses available, while we cannot assess with certainty the likelihood of an adverse result in this matter, we believe a final adverse resolution to this matter is not probable. However, if adversely resolved, we believe such adverse resolution could have a material adverse impact on our results of operations, liquidity and financial condition.

Egypt

On February 9, 2014, ACC was notified of the decision of the Egyptian Ministry of Finance's Appeals Committee (the "Appeals Committee") pursuant to which ACC has been required to pay a development levy on clay (the "Levy on Clay") applied to the Egyptian cement industry in the amount of: (i) 322 million Egyptian Pounds ($20.40 million as of December 31, 2020, based on an exchange rate of Egyptian Pounds 15.7842 to $1.00) for the period from May 5, 2008 to August 31, 2011; and (ii) 50,235 Egyptian Pounds ($3,182.61 as of December 31, 2020, based on an exchange rate of Egyptian Pounds 15.7842 to $1.00) for the period from September 1, 2011 to November 30, 2011. On March 10, 2014, ACC filed a claim before the North Cairo Court requesting the nullification of the Appeals Committee's decision and requesting that the North Cairo Court rule that the Egyptian tax authority is not entitled to require payment of the aforementioned amounts. In parallel, ACC has filed a request before the Ministerial Committee for Resolution of Investment Disputes (the "Ministerial Committee") claiming non-entitlement of the Egyptian tax authority to the Levy on Clay used in the production of cement from the date of enforceability of Law No. 114/2008 up until issuance of Law No. 73/2010, and from cement produced using imported clinker. On September 28, 2015, ACC was notified by the Egyptian Cabinet that on September 2, 2015, it ratified an August 10, 2015 decision by the Ministerial Committee (the "Ministerial Committee's Decision") pursuant to which the Egyptian tax authority is instructed to cease claiming payment of the Levy on Clay from ACC. The Ministerial Committee's Decision applies to the years from 2008 up to the issuance date of Law No. 73/2010. It was further decided that the Levy on Clay should not be imposed on imported clinker. At this stage, as of December 31, 2020, the Ministerial Committee's Decision strongly supports ACC's position in this dispute, given the fact that the Ministerial Committee's Decision is legally binding on the Egyptian tax authority. The Ministerial Committee's Decision was submitted to the Egyptian tax authority and, accordingly, the Egyptian tax authority issued a settlement memorandum (the "Settlement Memorandum"), whereby it confirmed and recognized the Ministerial Committee's Decision. Furthermore, in application of the Settlement Memorandum and the Ministerial Committee's Decision, the Egyptian tax authority

issued a new claim to ACC for an adjusted amount of 55,586 Egyptian Pounds ($3,521.62 as of December 31, 2020, based on an exchange rate of Egyptian Pounds 15.7842 to $1.00). On a March 7, 2016 session of the North Cairo Court, ACC submitted the Settlement Memorandum and the Ministerial Committee's Decision. In a May 28, 2016 session, before the North Cairo Court, the expert's office appointed to review the case file submitted its report that confirmed and recognized the Ministerial Committee's Decision and at this session this case was reviewed jointly with the Egyptian tax authority case which was filed to challenge ACC's right to cancel the Levy on Clay. On December 27, 2016, the North Cairo Court ruled for referring the two jointly reviewed cases to the Cairo Administrative Judiciary Court for the former's lack of jurisdiction to review the same. We do not expect that such referral will prejudice what we believe is ACC's favorable legal position in this dispute. In parallel and in order to expedite the proceedings, ACC submitted, on December 27, 2018, a request to the Committee for Resolution of Tax Disputes to ratify the settlement. On November 2, 2020 the Commissioners of the Cairo Administrative Judiciary Court referred the two joint cases to the Court. The first hearing session, after referral from the Commissioners, will take place on February 15, 2021. As of December 31, 2020, we do not expect our operations, liquidity and financial condition to suffer a material adverse impact because of this matter.

Other Legal Proceedings

Colombian Construction Claims

On August 5, 2005, the Urban Development Institute (*Instituto de Desarrollo Urbano*) ("UDI"), and an individual filed a lawsuit in the Fourth Anti-Corruption Court of Bogotá (*Fiscalía Cuarta Anticorrupción de Bogotá*) against a subsidiary of CEMEX Colombia claiming that it was liable, along with the other members of the *Asociación Colombiana de Productores de Concreto* ("ASOCRETO"), an association formed by the ready-mix concrete producers in Colombia, for the premature distress of the concrete slabs of the *Autopista Norte* trunk line of the TransMilenio bus rapid transit system of Bogotá in which ready-mix concrete and flowable fill supplied by CEMEX Colombia and other ASOCRETO members was used. The plaintiffs alleged that the base material supplied for the road construction failed to meet the quality standards offered by CEMEX Colombia and the other ASOCRETO members and/or that they provided insufficient or inaccurate information in connection with the product. The plaintiffs were seeking the repair of the concrete slabs in a manner which guarantees their service during the 20-year period for which they were originally designed, and estimate that the cost of such repair could have been 100 billion Colombian Pesos ($29.13 million as of December 31, 2020, based on an exchange rate of 3,432.50 Colombian Pesos to $1.00). The lawsuit was filed within the context of a criminal investigation against a former director and two officers of the UDI, the contractor, the inspector and two ASOCRETO officers. On January 21, 2008, a court issued an order, sequestering the El Tunjuelo quarry, as security for payment of a possible future money judgment against CEMEX Colombia. The court determined that in order to lift this attachment and prevent further attachments, CEMEX Colombia was required to deposit 337.8 billion Colombian Pesos ($98.41 million as of December 31, 2020, based on an exchange rate of 3,432.50 Colombian Pesos to $1.00) in cash instead of posting an insurance policy to secure such recovery. CEMEX Colombia appealed this decision and the Superior Court of Bogotá (*Tribunal Superior de Bogotá*) allowed CEMEX to present an insurance policy in the amount of 20 billion Colombian Pesos ($5.83 million as of December 31, 2020, based on an exchange rate of 3,432.50 Colombian Pesos to $1.00). CEMEX gave the aforementioned security, and, on July 27, 2009, the court lifted the attachment on the quarry.

On October 10, 2012 the court issued a first instance judgment pursuant to which the accusation made against the ASOCRETO officers was nullified. The judgment also convicted a former UDI director, the contractor's legal representatives and the inspector to a prison term of 85 months and a fine of 32 million Colombian Pesos ($9.32 as of December 31, 2020, based on an exchange rate of 3,432.50 Colombian Pesos to $1.00). As a consequence, of the nullification, the judge ordered a restart of the proceeding against the ASOCRETO officers. The UDI and other parties to the legal proceeding appealed the first instance judgment and on August 30, 2013 the Superior Court of Bogotá resolved to reduce the prison term imposed to the former UDI director and the UDI officers to 60 months and imposed a fine equivalent to 8.8 million Colombian Pesos

($2,563.73 as of December 31, 2020, based on an exchange rate of 3,432.50 Colombian Pesos to $1.00). Additionally, the UDI officers were sentenced to severally pay the amount of 108 billion Colombian Pesos ($31.46 million as of December 31, 2020, based on an exchange rate of 3,432.50 Colombian Pesos to $1.00) for the purported damages in the concrete slabs of the TransMilenio bus rapid transit system. Additionally, the Superior Court of Bogotá overturned the penalty imposed to the contractor's legal representatives and inspector because the criminal action against them was barred due to the passage of time. Furthermore, the Superior Court of Bogotá revoked the annulment in favor of the ASOCRETO officers and ordered the first instance judge to render a judgment regarding the ASOCRETO officers' liability or lack thereof. On June 25, 2014, the Supreme Court of Colombia's Penal Cassation Chamber (*Sala de Casación Penal de la Corte Suprema de Justicia de Colombia*) dismissed the cassation claim filed by the former UDI director and the UDI officers against the Superior Court of Bogotá's judgment. Dismissal of the cassation claim has no effect on CEMEX Colombia's or the ASOCRETO officers' interests in these proceedings. On January 21, 2015, the Penal Circuit Court of Bogotá issued a resolution agreeing with the arguments presented by CEMEX Colombia regarding the application of the statute of limitations to the criminal investigation against the ASOCRETO officers and acknowledging that the ASOCRETO officers were not public officers, and as a consequence, finalizing the process against the ASOCRETO officers and the civil responsibility claim against CEMEX Colombia. On July 28, 2015, the Superior Court of Bogotá (*Tribunal Superior de Bogotá*) upheld this resolution and as such the action brought against CEMEX Colombia for the premature distress of the concrete slabs of the *Autopista Norte* trunk line has ended.

Related to the premature distress of the concrete slabs of the Autopista Norte trunk line of the TransMilenio bus rapid transit system six legal actions were brought against CEMEX Colombia. The Cundinamarca Administrative Court (*Tribunal Administrativo de Cundinamarca*) nullified five of these actions and, as of December 31, 2020, only one remains outstanding. On June 17, 2019, an administrative court, in the first instance, ruled against CEMEX Colombia and other concrete producers, because the judge found that there was a violation of consumer rights, for alleged faults in the roads. Consequently, the judge ordered CEMEX Colombia to issue a public statement acknowledging the alleged violation and a commit to not incur such violation in the future. This first instance decision did not contemplate any economic consequence for CEMEX Colombia. CEMEX Colombia jointly with thirteen of the defendants filed an appeal before the Administrative Tribunal of Cundinamarca. At this stage of the proceedings, as of December 31, 2020, regarding the remaining pending action filed before the Cundinamarca Administrative Court, if adversely resolved, we do not expect that such adverse resolution should have a material adverse impact on our results of operations, liquidity and financial condition.

Egypt Share Purchase Agreement

On April 7, 2011 and March 6, 2012, lawsuits seeking, among other things, the annulment of the share purchase agreement entered into by and between CEMEX and state-owned Metallurgical Industries Company (the "Holding Company") in November 1999 pursuant to which CEMEX acquired a controlling interest in ACC (the "Share Purchase Agreement"), were filed by different plaintiffs, including 25 former employees of ACC, before the 7th and 8th Circuits of Cairo's State Council Administrative Judiciary Court, respectively. Hearings in both cases were adjourned in order for the State Commissioner Authority ("SCA") to prepare the corresponding reports to be submitted for the consideration of the 7th and 8th Circuits of Cairo's State Council Administrative Judiciary Court. During March 2015, the SCA submitted the relevant reports recommending, in both cases, that the 7th and 8th Circuits of Cairo's State Council Administrative Judiciary Court stays the proceedings until the High Constitutional Court pronounces itself with regards to the challenges against the constitutionality of the Presidential Decree on Law No. 32 of 2014 ("Law 32/2014"). A hearing was held on October 13, 2015 before the 8th Circuit of Cairo's State Council Administrative Judiciary Court in which the SCA's report was reviewed and the case was adjourned to January 26, 2016 for passing judgment. At the session held on January 26, 2016, the 8th Circuit of Cairo's State Council Administrative Judiciary Court issued a judgment ruling for the dismissal of this case considering the plaintiff's lack of standing. The legal prescription period for the plaintiff to challenge the judgment before the High Administrative Court of 60 calendar days from the date of issuance of the judgment

expired without the plaintiff filing a challenge to the judgment. Accordingly, the January 26, 2016 judgment issued by the 8th Circuit of Cairo's State Council Administrative Judiciary Court is final and definitive. At a session held on September 3, 2015, the 7th Circuit of Cairo's State Council Administrative Judiciary Court accepted the SCA's report recommendation and ruled for staying the proceedings until the High Constitutional Court pronounces itself with regards to the challenges against the constitutionality of Law 32/2014. As of December 31, 2020, at this stage of the proceedings, we believe that the likelihood of an adverse result in this matter is not probable as we are not able to assess the likelihood of an adverse resolution regarding this lawsuit filed before the 7th Circuit of Cairo's State Council Administrative Judiciary Court, but if adversely resolved, we do not believe the resolution in the first instance would have an immediate material adverse impact on our results of operations, liquidity and financial condition as there are different legal recourses that we could take. However, if we exhaust all legal recourses available to us, a final adverse resolution of this matter could have a material adverse impact on our operations, liquidity and financial condition.

Regarding a different lawsuit submitted to a First Instance Court in Assiut, Egypt and notified to ACC on May 23, 2011, on September 13, 2012, the first instance court of Assiut, Egypt issued a judgment (the "First Instance Judgment") to (i) annul the Share Purchase Agreement; and (ii) reinstate former employees to their former jobs at ACC. The First Instance Judgment was notified to ACC on September 19, 2012. On October 18, 2012, ACC filed an appeal against the First Instance Judgment, which was followed by the Holding Company's appeal filed on October 20, 2012 before the Appeal Court in Assiut, Egypt (the "Appeal Court"). At a November 17, 2013 hearing, the Appeal Court decided to join the appeals filed by ACC and the Holding Company and adjourned the session to January 20, 2014 to render judgment. On January 20, 2014, the Appeal Court issued a judgment (the "Appeal Judgment") accepting both appeals, revoking the First Instance Judgment, ruling for non-qualitative jurisdiction of the first instance court to review the case and referred the matter to the administrative court in Assiut, Egypt (the "Assiut Administrative Court") for a hearing to be held on March 16, 2014. This hearing was subsequently rescheduled to May 17, 2014 and ultimately was not held because the case file had not been completed on time in order for it to be referred to the Assiut Administrative Court. The SCA submitted a report recommending that the Assiut Administrative Court to declare itself incompetent to review this case and to refer it to the Assiut Administrative Judiciary Court (the "Assiut Administrative Judiciary Court"). The Assiut Administrative Court scheduled a new hearing for October 11, 2014 to review the case. On October 15, 2014, the Assiut Administrative Court ruled for its non-jurisdiction to review the case and referred the case to the Assiut Administrative Judiciary Court. On December 11, 2014, ACC filed an appeal against the Assiut Administrative Court ruling (the "Appeal"), requesting that its enforcement be suspended until a judgment is issued on the appeal filed before the Cassation Court on March 12, 2014. Additionally, another appeal substantially on the same terms as the Appeal was filed on March 10, 2014 by the Holding Company against the same ruling (the "Parallel Appeal"). On February 10, 2015 and March 17, 2015, hearings were held before the Assiut Administrative Judiciary Court's SCA in which the SCA decided to adjourn in order to prepare the corresponding report to be submitted for the consideration of the Assiut Administrative Judiciary Court. On October 2015, the SCA issued a report recommending mainly that due to the absence of geographical jurisdiction to review the case, it should be referred to the 7th Circuit of "Economic and Investment Disputes" of Cairo's State Council Administrative Judiciary Court. The Assiut Administrative Judiciary Court held a hearing for the case on February 24, 2016, in which it decided to refer the case to the First Circuit (formerly 7th Circuit) of "Economic and Investment Disputes" of Cairo's State Council Administrative Judiciary Court. Cairo's State Council Administrative Judiciary Court held a hearing on March 28, 2017 to notify the parties of the procedures, whereupon the court adjourned the hearing until June 13, 2017 in order for the parties to submit their memoranda. On June 13, 2017 the court decided to refer the case back to SCA to prepare and submit a complementary report on the merits. The SCA shall notify ACC with a new hearing date before the SCA if it deems necessary, or after the SCA finishes the preparation of the complementary report a new hearing will be scheduled before Cairo's State Council Administrative Judiciary Court. In a session held on February 11, 2016 in order to review the Appeal, the Assiut Administrative Judiciary Court decided to refer the case to the First Circuit of Cairo's State Council Administrative Judiciary Court, which in turn decided to refer the Appeal to the Assiut Administrative Judiciary Court. On November 9, 2016, the Assiut Administrative Judiciary Court held a session in order to review the referred Appeal and adjourned the Appeal to February 8, 2017. On February 8,

2017, the court adjourned the hearing until June 14, 2017 in order for the parties to submit their final memoranda. On June 14, 2017 the court postponed the hearing until November 23, 2017 in order for the parties to review the submitted documents. At the hearing held on November 23, 2017, the Assiut Administrative Judiciary Court referred the Appeal to the Commissioner's Division for the Commissioner to render the corresponding opinion. On May 9, 2019, the Commissioner's Division to which the Appeal had been referred by the Assiut Administrative Judiciary Court issued an advisory opinion recommending that the Assiut Administrative Judiciary Court's judgment of October 15, 2014 be vacated and that a hearing on the case be adjourned until a judgment is issued on an appeal filed before the Cassation Court on March 12, 2014 by ACC. The Court adjourned the Appeal to the hearing session of September 24, 2019 for parties to submit memoranda, and then adjourned to the hearing session of October 23, 2019, for perusal of submitted documents and commenting. On August 27, 2018, the Assiut Administrative Judiciary Court decided to refer the Parallel Appeal to the Cairo Administrative Judiciary Court that decided lack of jurisdiction and to send the Parallel Appeal back to Assiut Administrative Judiciary Court. On July 27, 2020, upon the request of ACC, Assiut Administrative Judiciary Court decided joinder of both the Appeal and the Parallel Appeal and to adjourn both to the hearing session of December 26, 2020, and then to the hearing session of January 23, 2021, until the file of the Parallel Appeal is sent back from Cairo to Assiut. As of December 31, 2020, at this stage of the proceedings and considering all possible defenses available, while we cannot assess with certainty the likelihood of an adverse resolution regarding this lawsuit filed before the First Circuit of Cairo's State Council Administrative Judiciary Court, we believe a final adverse resolution in this matter is not probable, but if adversely resolved, we do not believe the resolution in the first instance would have an immediate material adverse impact on our results of operations, liquidity and financial condition as there are different legal recourses that we could take. However, if we exhaust all legal recourses available to us, a final adverse resolution of this matter could have a material adverse impact on our operations, liquidity and financial condition.

On March 12, 2014, ACC filed a challenge before the Cassation Court against the part of the Appeal Judgment that refers to the referral of the case to the Assiut Administrative Court and payment of the appeal expenses and attorney fees, and requested a suspension of the Appeal Judgment execution with respect to these matters until the Cassation Court renders its judgment (the "Challenge"). A hearing was held on April 12, 2016 in order to review the Challenge's summary request only, which requested the Cassation Court to stay the execution of part of the Appeal Judgment regarding the referral of the case to the Assiut Administrative Court and payment of the appeal expenses and attorney fees. At this hearing the Cassation Court rejected the summary request. As of December 31, 2020, ACC has not been notified of a session before the Cassation Court in order to review the subject matter of the Challenge. As of December 31, 2020, at this stage of the proceedings, we believe that the likelihood of an adverse result in this matter is not probable as we are not able to assess the likelihood of an adverse resolution regarding the Challenge, but if adversely resolved, we do not believe the resolution would have an immediate material adverse impact on our results of operations, liquidity and financial condition as there are different recourses that we could take. However, if we exhaust all legal recourses available to us, a final adverse resolution of this matter could have a material adverse impact on our operations, liquidity and financial condition.

Also, on February 23, 2014, three plaintiffs filed a lawsuit before the Assiut Administrative Judiciary Court requesting the cancellation of the resolutions taken by the Holding Company's shareholders during the extraordinary general shareholders meeting pursuant to which it was agreed to sell ACC's shares and enter into the Share Purchase Agreement in 1999. A hearing held on May 17, 2014 was adjourned in order for the SCA to prepare a report to be submitted for the consideration of the Assiut Administrative Judiciary Court. On September 4, 2014, ACC received the report issued by the SCA which is non-binding to the Assiut Administrative Judiciary Court. On December 11, 2014, the Assiut Administrative Judiciary Court resolved to refer the case to the 7th Circuit of Cairo's State Council Administrative Judiciary Court. The 7th Circuit of Cairo's State Council Administrative Judiciary Court decided to adjourn to July 25, 2015 in order to review the parties' pleadings. On this hearing held on July 25, 2015, the 7th Circuit of Cairo's State Council Administrative Judiciary Court adjourned the case to September 3, 2015 for passing judgment. At the session held on September 3, 2015, the 7th Circuit of Cairo's State Council Administrative Judiciary Court ruled for staying the

proceedings until the High Constitutional Court pronounces itself with regards to the challenges against the constitutionality of Law No.32/2014. As of December 31, 2020, we still do not have sufficient information to assess the likelihood of the 7th Circuit of Cairo's State Council Administrative Judiciary Court cancelling the resolutions adopted by the Holding Company's shareholders, or, if such shareholders' resolutions are cancelled, how would such cancellation would affect us. However, if adversely resolved, we do not believe the resolution in this first instance would have an immediate material adverse impact on our results of operations, liquidity and financial condition as there are different legal recourses that we could take. However, if we exhaust all legal recourses available to us, a final adverse resolution of this matter could have a material adverse impact on our operations, liquidity and financial condition.

On April 22, 2014, Law 32/2014, which regulates legal actions to challenge agreements entered into by the Egyptian State (including its ministries, departments, special budget entities, local administrative units, authorities and state-participated companies) and third parties, was published in the Official Gazette, becoming effective as of April 23, 2014, subject to its presentation, discussion and approval by the House of Representatives 15 days after it holds its first session. As per the provisions of Law 32/2014, and considering certain exceptions, only the parties to these agreements have standing to challenge the validity of an agreement. During October and November 2015, parliamentary elections to the House of Representatives took place and the elected House of Representatives started to hold its sessions on January 10, 2016, as expected, and Law 32/2014 was discussed and ratified on January 20, 2016, as legally required. As of December 31, 2020, a constitutional challenge has been filed by a third party against Law 32/2014 before the High Constitutional Court. The High Constitutional Court scheduled a hearing for May 6, 2017 to proceed with the constitutional challenge that was filed against Law 32/2014 after the SCA had submitted its report with respect to the case. On May 6, 2017 the court decided to refer the case back to SCA to prepare and submit a complementary report on the merits. The SCA, if it deems it necessary, may schedule a hearing for reviewing the case before the SCA. After the SCA finishes the preparation of the complementary report, a new hearing will be scheduled before the High Constitutional Court. As of December 31, 2020, we are still not able to assess if the High Constitutional Court will dismiss Law 32/2014, but if the High Constitutional Court dismisses Law 32/2014, this could adversely impact the ongoing matters regarding the Share Purchase Agreement, which could have a material adverse impact on our operations, liquidity and financial condition.

Maceo, Colombia—Legal Proceedings in Colombia

On August 28, 2012, CEMEX Colombia entered into a memorandum of understanding (the "MOU") with CI Calizas y Minerales S.A. ("CI Calizas") to acquire land, a mining concession, an environmental license, free trade zone benefits and related assets necessary to carry out the construction by CEMEX Colombia of a new integrated cement plant in the Antioquia department near the municipality of Maceo, Colombia (the "Maceo Project"). In connection with the MOU, CI Calizas was represented by a non-governmental individual (the "Representative").

After the execution of the MOU, one of CI Calizas' former shareholders was linked to a domain extinction by the Colombian Attorney General's Office (the "Attorney General's Office") that, among other measures, suspended CI Calizas' ability to transfer certain assets to CEMEX Colombia as required by the MOU (the "Affected Assets"). In order to protect its interests in the Affected Assets, CEMEX Colombia joined the domain extinction proceeding, attended each procedural stage and cooperated with the Attorney General's Office. CEMEX Colombia also requested the dismissal of the domain extinction against the Affected Assets. On May 2, 2016, in order to collect further evidence, the Attorney General's Office denied CEMEX Colombia's request for the dismissal of the domain extinction proceeding. The domain extinction is in its evidence stage and we expect that the Attorney General's Office's final decision as to whether it will proceed with the domain extinction with respect to the Affected Assets could take five to ten years.

In July 2013, CEMEX Colombia entered into a five-year lease agreement (the "Lease Agreement") with a depository that had been designated by the Colombian National Narcotics Directorate (*Dirección Nacional de*

Estupefacientes) (the "CNND") with respect to the Affected Assets. The Lease Agreement, along with an accompanying governmental mandate, authorized CEMEX Colombia to continue the work necessary for the construction and operation of the Maceo Project during the domain extinction proceeding. The Lease Agreement expired on July 15, 2018. Notwithstanding the expiration of the Lease Agreement, CEMEX Colombia was entitled to continue using the Affected Assets pursuant to the terms of the accompanying mandate.

On April 12, 2019, CEMEX Colombia reached a conciliatory agreement with the Colombian Administrator of Special Assets (*Sociedad de Activos Especiales S.A.S*) (the "SAE"), CI Calizas and Zona Franca Especial Cementera Del Magdalena Medio SAS ("ZOMAM") before the Public Prosecutor´s Office (*Procuraduría General de la Nación*) and signed a contract of Mining Operation, Manufacturing and Delivery Services and Leasing of Properties for Cement Production (the "New Lease Agreement"), allowing CEMEX Colombia to operate its Maceo Plant. CEMEX Colombia, under the terms of the New Lease Agreement, will lease the land portion of the Affected Assets for a term of 21 years, that can be extended by another 10 years. The New Lease Agreement will remain in full force and effect regardless of the outcome following the domain extinction proceeding over the Affected Assets unless the criminal judge grants CEMEX Colombia (and one of its subsidiaries) the ownership rights related to the Affected Assets. In such case, the New Lease Agreement will be terminated given that CEMEX Colombia and its subsidiary would be the owners of the Affected Assets and the New Lease Agreement would no longer be required to operate and manage them.

As of December 31, 2020, it is expected that the Maceo Plant will begin operating when the following main applications and procedures with the competent authorities are positively resolved: (i) the amendment to the environmental license that allows the production of at least 950,000 metric tons of cement per year, and (ii) the procurement of permits to complete the construction of several sections of the access road to the Maceo Plant. Once these permits are obtained, CEMEX Colombia is expected to complete construction of the access road to the Maceo Plant.

Assuming that CEMEX Colombia conducted itself in good faith, and considering that its investments in the Maceo Project were incurred with the consent of the SAE and CI Calizas under the Lease Agreement and the accompanying mandate, we believe the value of such investments is protected by Colombian law. Colombian law provides that, if a person builds on another person's property with the knowledge of such other person, the person that built on the property shall be compensated with the value of what was built or otherwise be transferred the property in the event the owner of the property decides to recover possession. We also believe that, during the term of the New Lease Agreement, CEMEX Colombia may use the Affected Assets in order to operate the Maceo Project. In the event that CEMEX Colombia's right to the Affected Assets is extinguished in favor of the government of Colombia, which we believe is unlikely, the SAE may decide not to sell the Affected Assets to CEMEX Colombia. In either case, under Colombian law, CEMEX Colombia would be entitled to compensation for the value of the investments made in the Maceo Project. As of December 31, 2020, at this stage of the proceedings, we believe that the likelihood of an adverse result in this matter is not probable, but we are not able to assess the likelihood of CEMEX Colombia receiving an adverse decision relating to the domain extinction proceedings or if the ownership of the assets subject to the MOU will be extinguished in favor of the Republic of Colombia. However, as of December 31, 2020, we believe that an adverse resolution in which CEMEX Colombia is not compensated for the value of its investments in the Maceo Project could have a material adverse effect on our results of operations, liquidity or financial condition.

On December 30, 2013, CEMEX Colombia and the Representative entered into a different memorandum of understanding (the "Land MOU"), pursuant to which the Representative would represent CEMEX Colombia in the acquisition of lands adjacent to the Maceo Project. In connection with the Maceo Project, CEMEX Colombia conveyed to the Representative 43.8 billion Colombian Pesos, including cash payments and interest ($12.8 million, based on an exchange rate of 3,432.50 Colombian Pesos to $1.00 as of December 31, 2020). Due to the domain extinction proceeding against the Affected Assets described above, the acquisition of the Affected Assets was not finalized.

During 2016, CEMEX, S.A.B. de C.V. received reports through its anonymous reporting hotline regarding potential misconduct by certain employees, including with regard to the Maceo Project. CEMEX, S.A.B. de C.V. initiated an investigation and internal audit pursuant to its corporate governance policies and its code of ethics.

On September 23, 2016, CLH disclosed that it had identified irregularities in the process for the purchase of the land related to the Maceo Project, and proceeded to submit a criminal complaint with the Attorney General's Office so that the Attorney General's Office could take the appropriate actions. Further, in December 2016, CLH enhanced such filing with additional information and findings obtained as of such date. On June 1, 2017, the Attorney General's Office petitioned for a hearing to formally charge (*audiencia de imputación de cargos*) two former CEMEX employees and a representative of CI Calizas. At a hearing on June 12, 2018, two former officers of the Company and the CI Calizas representative were formally charged. One of the former officers of the Company entered into a plea bargain and cooperation agreement with the Attorney General's Office, which was approved by the Colombian criminal court in April 2019. The hearings for the two other individuals will continue during 2021.

On September 23, 2016, CLH and CEMEX Colombia terminated the employment of the Vice President of Planning of CLH, who was also CEMEX Colombia's Director of Planning, and the Legal Counsel of CLH, who was also the General Counsel of CEMEX Colombia. In addition, effective September 23, 2016, the Chief Executive Officer of CLH, who was also the President of CEMEX Colombia, resigned from both positions. On October 4, 2016, in order to strengthen levels of leadership, management and corporate governance practices, the Board of Directors of CLH resolved to split the roles of Chairman of the Board of Directors of CLH, Chief Executive Officer of CLH and Director of CEMEX Colombia, and appointed a new Chairman of the Board of Directors of CLH, a new Chief Executive Officer of CLH, a new Director of CEMEX Colombia and a new Vice President of Planning of CLH and CEMEX Colombia. A new legal counsel for CLH and CEMEX Colombia was also appointed during the fourth quarter of 2016.

Additionally, pursuant to the requirements of CEMEX, S.A.B. de C.V. and CLH's audit committees, CEMEX Colombia retained external counsel to assist CLH and CEMEX Colombia to collaborate as necessary with the Attorney General's Office, as well as to assist on other related matters. A forensic investigator in Colombia was engaged, as well.

The Attorney General's Office is investigating the irregularities in connection with the transactions conducted pursuant to the MOU and the Land MOU, as well as other matters regarding our business in Colombia. Such investigations are running their due course but have not been concluded, and, as such, we cannot predict what actions, if any, the Attorney General's Office may implement. Any actions by the Attorney General's Office and any actions taken by us in response to the aforementioned irregularities regarding the Maceo Project, including, but not limited to, the termination of employment and resignation of the aforementioned executives and further investigations in Colombia, could have a material adverse effect on our results of operations, liquidity or financial condition.

On December 7, 2020, CLH, acting as a shareholder of CEMEX Colombia, filed a lawsuit before the Colombian Business Superintendency (*Superintendencia de Sociedades de Colombia*) requesting a determination of inefficacy and subsequent declaration of invalidity and nonexistence of the capitalization in kind made by CEMEX Colombia to ZOMAM on December 11, 2015. The lawsuit is based on the argument that commercial law requirements applicable to a capitalization process were not complied with at the time of the capitalization. In the event a favorable resolution is obtained, the aforementioned capitalization would be reversed. As a consequence, the assets contributed to ZOMAM, which had an approximate value of $43 million, would revert to CEMEX Colombia in exchange for the shares in ZOMAM that had been issued as a result of this capitalization. These effects would only be reflected in CEMEX Colombia's financial statements if a final favorable resolution is obtained. Given ZOMAM's consolidation, no effects in our consolidated financial statements would arise from a potential favorable resolution.

Investigations related to ongoing matters in Colombia and certain other countries

In December 2016, CEMEX, S.A.B. de C.V. received subpoenas from the SEC seeking information to determine whether there have been any violations of the U.S. Foreign Corrupt Practices Act stemming from the Maceo Project. These subpoenas do not mean that the SEC has concluded that CEMEX, S.A.B. de C.V. or any of its affiliates violated the law. As discussed in "—Maceo, Colombia—Legal Proceedings in Colombia," internal audits and investigations by CEMEX, S.A.B. de C.V. and CLH had raised questions about payments relating to the Maceo Project. The payments made to the Representative in connection with the Maceo Project did not adhere to CEMEX, S.A.B. de C.V. and CLH's internal controls. As announced on September 23, 2016, the CLH and CEMEX Colombia officers responsible for the implementation and execution of the above-referenced payments were terminated and the then Chief Executive Officer of CLH resigned. We previously disclosed that it was possible that the DOJ and other investigatory entities in other jurisdictions could also open investigations into this matter. In this regard, aside from ongoing investigations in Colombia, on March 12, 2018, the DOJ issued a grand jury subpoena to CEMEX, S.A.B. de C.V. relating to its operations in Colombia and other jurisdictions. CEMEX, S.A.B. de C.V. has cooperated and intends to continue to cooperate fully with the SEC, the DOJ, the Attorney General's Office and any other investigatory entity. As of December 31, 2020, CEMEX, S.A.B. de C.V. is unable to predict the duration, scope or outcome of the SEC investigation, the DOJ investigation, the investigations in Colombia or any other investigation that may arise, or, because of the current status of the SEC and DOJ investigations, the potential sanctions which could be imposed on CEMEX, S.A.B. de C.V., or if such sanctions, if any, would have a material adverse impact on CEMEX, S.A.B. de C.V.'s consolidated results of operations, liquidity or financial position.

Maceo, Colombia—Operational Matters

On October 27, 2016, CLH decided to postpone the commencement of operations of the Maceo Plant. This decision was mainly due to the fact that CEMEX Colombia had not received the permits required to finalize road access to such cement plant. The only existing access to the Maceo Plant cannot guarantee safety or operations and could limit the capacity to transport products from the cement plant. As of December 31, 2020, the process to obtain the permits required to finalize the road access to the Maceo Plant is ongoing. CEMEX Colombia has provided all of the information that the authorities have requested in order to grant such permits, but CEMEX Colombia is not able to assess if and when such permits will be received.

CEMEX Colombia and ZOMAM have not received a final response to the request to expand the free trade zone that covers the Maceo Plant in order to commission a new clinker line at such cement plant. Failure to obtain such expansion would jeopardize ZOMAM´s capability to consolidate the benefits that would otherwise be available. ZOMAM had asked the Colombian Ministry of Trade, Industry and Tourism (*Ministerio de Comercio, Industria y Turismo*) for an expansion of the free trade zone, but ZOMAM has not received a final decision. During the third quarter of 2017, at the request of CEMEX Colombia, the DIAN granted the suspension of the expansion process of the free trade zone that ZOMAM had previously requested.

CEMEX Colombia determined that the area covered by the environmental license related to the Maceo Project partially overlapped with a District of Integrated Management ("DIM") (*Distrito de Manejo Integrado*), which could limit the granting of the environmental license modification. On October 9, 2017, CEMEX Colombia filed a petition with Corantioquia to subtract from the DIM the zoning area covered by the environmental license related to CEMEX Colombia's construction of the Maceo Project, in order to avoid any overlap between them.

On September 3, 2019, CEMEX Colombia was notified of a favorable decision issued by the Corantioquia Board of Directors to approve subtracting from the DIM an area of 169.2 hectares of the municipality of Maceo. CEMEX Colombia will be responsible for managing the execution of the environmental compensations requested by the Corantioquia Board of Directors, reaffirming its commitment to generate development, employment and community welfare by preserving the ecosystem and the environment, contributing, in this case, to the economic and social development of the municipality of Maceo, an area historically impacted by violence.

The mining concession and the environmental license related to the Maceo Project were held by different legal entities, which is contrary to typical procedure in Colombia. CI Calizas assigned the mining concession and the environmental license to Central de Mezclas S.A. (“Central de Mezclas”), a subsidiary of CEMEX Colombia, in October 2012 and December 2013, respectively. However, in December 2013, the mining concession was assigned back to CI Calizas as a result of the revocation of such mining concession by the Mining Secretariat (Secretaría de Minas) of Antioquia. During the second half of 2016, Corantioquia, the regional environmental agency with jurisdiction over the Maceo Project, requested authorization and consent from Central de Mezclas to reverse the assignment of the environmental license back to CI Calizas. On February 22, 2018, Central de Mezclas granted such authorization. CEMEX Colombia had requested a modification to the environmental license, and on December 13, 2016, Corantioquia notified Central de Mezclas that it had decided to deny the request for modification of the environmental license to 950,000 tons of cement per annum on the basis of the overlap of the project area with the DIM. On December 14, 2016, Central de Mezclas appealed the decision. On March 28, 2017, Central de Mezclas was notified of Corantioquia’s decision, which affirmed the decision that had previously denied the modification of the environmental license for a 950,000 tons of cement per annum project. As a result, as of December 31, 2020, CEMEX Colombia was actively working on the zoning and compatibility of the DIM, as well as analyzing alternatives for a partial adjustment to the DIM, to avoid future discussions regarding feasibility of expanding the proposed production in the Maceo Project beyond 950,000 tons of cement per annum. On July 17, 2020, CEMEX Colombia submitted a new request to modify the environmental license to expand its production of 950,000 tons of cement per annum as initially planned.

On August 29, 2020, CEMEX Colombia received a favorable opinion from Corantioquia and the relevant municipality, which deems the industrial and mining use of the land where the Maceo Project is located as suitable. Further requirements are still in process of being fulfilled.

Regarding the permits to complete the construction of various sections of the access road: (i) on November 10, 2020, the Mayor’s Office of Maceo issued the Road Infrastructure Intervention authorization and; (ii) on December 11, 2020, the Major´s Office issued a decree declaring that the road project is of public utility. Therefore, we can now seek the necessary approvals to obtain the permits to acquire the required properties and build the remainder of the access road. Notwithstanding the preceding developments, as of December 31, 2020, CEMEX Colombia cannot determine with certainty the date when the access road will be completed. CEMEX Colombia and Central de Mezclas plan to continue to work on solving the issues causing the postponement of the commissioning of the Maceo Plant in order to capture, as soon as reasonably possible, the full operating benefits of this facility in Colombia. CEMEX Colombia believes some of these issues could be related to the domain extinction proceeding against the Affected Assets. As of December 31, 2020, we do not expect to suffer a material adverse impact to our results of operations, liquidity or financial condition as a result of the Maceo Plant not being commissioned to operate pending resolution of these issues.

Quarry matter in France

One of our subsidiaries in France, CEMEX Granulats Rhône Méditerranée (“CEMEX Granulats”), is a party to a contract executed in 1990 (the “Quarry Contract”) with SCI La Quinoniere (“SCI”), pursuant to which CEMEX Granulats has drilling rights to extract reserves and conduct quarry remediation at a quarry in the Rhone region of France. In 2012, SCI filed a claim against CEMEX Granulats for breach of the Quarry Contract, requesting the rescission of the Quarry Contract and damages plus interest, totaling an aggregate amount of €55 million ($67.21 million as of December 31, 2020 based on an exchange rate of €0.8183 to $1.00), resulting from CEMEX Granulats having partially filled the quarry allegedly in breach of the terms of the Quarry Contract. On May 18, 2016, CEMEX Granulats was notified about an adverse judgment in this matter by the corresponding court in Lyon, France, primarily ordering the rescission of the Quarry Contract and damages plus interest, totaling an aggregate amount of €55 million ($67.21 million as of December 31, 2020, based on an exchange rate of €0.8183 to $1.00). This judgment is not enforceable. CEMEX Granulats filed the notice of appeal with the appeal court in Lyon, France. SCI updated its claim for damages to an approximate aggregate amount of €67 million ($81.88 million as of December 31, 2020, based on an exchange rate of €0.8183 to $1.00).

The judgment of the appeal court was notified to CEMEX Granulats on March 13, 2018. It overrules the first instance judgment but orders the rescission of the Quarry Contract. It also appoints a judicial expert to (i) determine the volume of both excavated materials and backfilling materials and (ii) give their opinion on the potential damages suffered by SCI. This judgment is enforceable. CEMEX Granulats has filed the notice of appeal with the Court of Cassation. The decision was handed down on May 23, 2019, our appeal was dismissed, and the Court of Cassation declared that CEMEX Granulats breached the Quarry Contract. In connection with this matter, judicial experts were appointed by the Lyon Court of Appeal to (i) determine the volume of both excavated materials and backfilling materials at issue and (ii) provide their assessment of the potential damages suffered by SCI. On November 25, 2020, the judicial expert appointed by the Lyon Court of Appeal issued his final report, concluding that the volume of excavated materials and external backfilling materials were calculated at 3.04 million cubic meters and 1.41 million cubic meters, respectively. Based on these volumes, the expert calculated the loss of profits at €0.65 million ($0.79 million as of December 31, 2020 based on an exchange rate of €0.8183 to $1.00) and the cost of excavation of the external backfilling materials at €12.35 million ($15.09 million as of December 31, 2020 based on an exchange rate of €0.8183 to $1.00). However, the judicial expert clearly states that in his opinion the damages suffered by SCI can only be set based on the loss of profits. At this stage of the proceedings, as of December 31, 2020, we are not able to determine the final amount that we would pay in relation to this matter, but we expect that any amounts to be paid should not have a material adverse impact on our results of operations, liquidity and financial condition.

General

As of December 31, 2020, we are involved in various legal and administrative proceedings as well as investigations involving, but not limited to, product warranty claims, commercial claims, environmental claims, claims regarding the procurement and supply of products and services, patent and copyright infringement claims, claims and disputes regarding the transportation of goods and services, indemnification claims relating to divestments and acquisitions and similar types of claims brought against us that have arisen in the ordinary course of business. We, and different organizations or associations to which we belong, also receive various information requests from various governmental and administrative authorities when such authorities are conducting periodic or general reviews of the markets in which we operate. We believe we have made adequate provisions to cover both current and contemplated general and specific litigation risks, and we believe these matters will be resolved without any significant effect on our operations, financial position and results of operations. We are sometimes able to make and disclose reasonable estimates of the expected loss or range of possible loss, as well as disclose any provision accrued for such loss. However, for a limited number of ongoing legal proceedings, we may not be able to make a reasonable estimate of the expected loss or range of possible loss or may be able to do so but believe that disclosure of such information on a case-by-case basis would seriously prejudice our position in the ongoing legal proceedings or in any related settlement discussions. Accordingly, in these cases, we have disclosed qualitative information with respect to the nature and characteristics of the contingency but have not disclosed the estimate of the range of potential loss.

Item 4A—Unresolved Staff Comments

Not applicable.

Item 5—Operating and Financial Review and Prospects

Cautionary Statement Regarding Forward-Looking Statements

This annual report contains, and the reports we will file or furnish in the future may contain, forward-looking statements within the meaning of the U.S. federal securities laws. We intend these forward-looking statements to be covered by the safe harbor provisions for forward-looking statements within the meaning of the U.S. federal securities laws. In some cases, these statements can be identified by the use of forward-looking

words such as “may,” “assume,” “might,” “should,” “could,” “continue,” “would,” “can,” “consider,” “anticipate,” “estimate,” “expect,” “envision,” “plan,” “believe,” “foresee,” “predict,” “potential,” “target,” “strategy,” “intend” “aimed” or other similar words. These forward-looking statements reflect, as of the date such forward-looking statements are made, or unless otherwise indicated, our current expectations and projections about future events based on our knowledge of present facts and circumstances and assumptions about future events. These statements necessarily involve risks and uncertainties that could cause actual results to differ materially from our expectations. Some of the risks, uncertainties and other important factors that could cause results to differ, or that otherwise could have an impact on us or our consolidated entities, include, but are not limited to:

- the impact of pandemics, epidemics or outbreaks of infectious diseases and the response of governments and other third parties, including with respect to COVID-19, which have affected and may continue to adversely affect, among other matters, the ability of our operating facilities to operate at full or any capacity, supply chains, international operations, availability of liquidity, investor confidence and consumer spending, as well as availability of, and demand for, our products and services;
- the cyclical activity of the construction sector;
- our exposure to other sectors that impact our and our clients’ businesses, such as, but not limited to, the energy sector;
- availability of raw materials and related fluctuating prices;
- competition in the markets in which we offer our products and services;
- general political, social, health, economic and business conditions in the markets in which we operate or that affect our operations and any significant economic, health, political or social developments in those markets, as well as any inherent risks to international operations;
- the regulatory environment, including environmental, energy, tax, antitrust, and acquisition-related rules and regulations;
- our ability to satisfy our obligations under our material debt agreements, the indentures that govern our outstanding Senior Secured Notes and our other debt instruments and financial obligations, including the Perpetual Debentures (as defined below);
- the availability of short-term credit lines or working capital facilities, which can assist us in connection with market cycles;
- the impact of our below investment grade debt rating on our cost of capital and on the cost of the products and services we purchase;
- loss of reputation of our brands;
- our ability to consummate asset sales, fully integrate newly acquired businesses, achieve cost-savings from our cost-reduction initiatives, implement our pricing initiatives for our products and generally meet our “Operation Resilience” strategy’s goals;
- the increasing reliance on information technology infrastructure for our sales invoicing, procurement, financial statements and other processes that can adversely affect our sales and operations in the event that the infrastructure does not work as intended, experiences technical difficulties or is subjected to cyber-attacks;
- changes in the economy that affect demand for consumer goods, consequently affecting demand for our products and services;
- weather conditions, including, but not limited to, excessive rain and snow, and disasters such as earthquakes and floods;

- trade barriers, including tariffs or import taxes and changes in existing trade policies or changes to, or withdrawals from, free trade agreements, including the USMCA;
- terrorist and organized criminal activities as well as geopolitical events;
- declarations of insolvency or bankruptcy, or becoming subject to similar proceedings;
- natural disasters and other unforeseen events (including global health hazards such as COVID-19); and
- the other risks and uncertainties described under “Item 3—Key Information—Risk Factors” and elsewhere in this annual report.

Readers are urged to read this annual report and carefully consider the risks, uncertainties and other factors that affect our business and operations. The information contained in this annual report is subject to change without notice, and we are not obligated to publicly update or revise forward-looking statements after the date hereof or to reflect the occurrence of anticipated or unanticipated events or circumstances. Readers should review future reports filed or furnished by us with the SEC.

This annual report also includes statistical data regarding the production, distribution, marketing and sale of cement, ready-mix concrete, clinker and aggregates. We generated some of this data internally, and some was obtained from independent industry publications and reports that we believe to be reliable sources. We have not independently verified this data nor sought the consent of any organizations to refer to their reports in this annual report.

Overview

The following discussion and analysis should be read in conjunction with, and are qualified in their entirety by reference to our audited consolidated financial statements for the years ended as of December 31, 2019 and 2020, and for each of the three years ended December 31, 2018, 2019 and 2020, included elsewhere in this annual report. Our financial statements have been prepared in accordance with IFRS as issued by IASB.

As previously described, our audited consolidated financial statements for the years ended December 31, 2019 and 2020, and for each of the three years ended December 31, 2018, 2019 and 2020 included elsewhere in this annual report include our presentation of several incurred and projected sales of assets as discontinued operations.

The regulations of the SEC do not require foreign private issuers that prepare their financial statements based on IFRS (as issued by IASB) to reconcile such financial statements to U.S. GAAP.

The percentage changes in cement sales volumes described in this annual report for our operations in a particular country or region include the number of tons of cement and/or the number of cubic meters of ready-mix concrete sold to our operations in other countries and regions. Likewise, unless otherwise indicated, the revenues financial information presented in this annual report for our operations in each country or region includes the Dollar amount of revenues derived from sales of cement and ready-mix concrete to our operations in other countries and regions, which have been eliminated in the preparation of our 2020 audited consolidated financial statements included elsewhere in this annual report.

The following table sets forth selected consolidated financial information as of December 31, 2019 and 2020 and for each of the three years ended December 31, 2018, 2019 and 2020 by principal geographic reporting segment expressed as an approximate percentage of our total consolidated group. We operate in countries and regions with economies in different stages of development and structural reform and with different levels of fluctuation in exchange rates, inflation and interest rates. These economic factors may affect our results of operations, liquidity and financial condition, depending upon the depreciation or appreciation of the exchange

rate of each country and region in which we operate compared to the Dollar and the rate of inflation of each of these countries and regions.

	Revenues For the Year Ended December 31,			Operating Earnings Before Other Expenses, Net For the Year Ended December 31,			Total Assets at December 31,		
	2018(1)	2019(1)	2020	2018(2)	2019(2)	2020	2018(2)	2019(2)	2020
Mexico	23%	21%	21%	63%	61%	58%	12%	14%	14%
United States	25%	27%	29%	19%	18%	23%	49%	49%	46%
EMEAA									
United Kingdom	5%	5%	5%	3%	4%	2%	6%	5%	5%
France	6%	6%	6%	2%	3%	2%	3%	3%	4%
Germany	3%	3%	4%	1%	3%	3%	2%	1%	1%
Spain	2%	2%	2%	(1)%	(1)%	(1)%	4%	4%	4%
Philippines	3%	3%	3%	3%	6%	5%	2%	2%	3%
Israel	4%	5%	5%	4%	5%	6%	2%	2%	3%
Rest of EMEAA	7%	7%	7%	5%	4%	5%	6%	4%	4%
SCA&C									
Colombia	4%	4%	3%	4%	5%	4%	4%	4%	4%
Panama	2%	1%	1%	3%	2%	—	1%	1%	1%
Caribbean TCL	2%	2%	2%	2%	2%	3%	2%	2%	2%
Dominican Republic	1%	2%	2%	3%	6%	6%	1%	1%	1%
Rest of SCA&C	4%	4%	4%	7%	7%	8%	2%	1%	1%
Corporate and Other Operations	9%	8%	6%	(18)%	(25)%	(24)%	4%	7%	7%
Continuing operations	14,570	13,922	13,688	1,703	1,333	1,343	29,074	28,524	27,238
Assets held for sale	—	—	—	—	—	—	107	839	187
Eliminations	(1,039)	(792)	(718)	—	—	—	—	—	—
Consolidated information	13,531	13,130	12,970	1,703	1,333	1,343	29,181	29,363	27,425

(1) Percentages by reporting segment are determined from continuing operations before eliminations resulting from consolidation.
(2) Percentages by reporting segment are determined from continuing operations after eliminations resulting from consolidation.

Critical Accounting Policies

The preparation of financial statements in accordance with IFRS requires our management to make estimates and assumptions that affect the reported amounts of assets and liabilities and the disclosure of contingent assets and liabilities at the date of the financial statements, as well as the reported amounts of revenues and expenses during the period. These assumptions are reviewed on an ongoing basis using available information. Actual results could differ from these estimates.

The main items subject to significant estimates and assumptions by our management include lease accounting, impairment tests of long-lived assets, recognition of deferred income tax assets, the measurement of financial instruments at fair value, the assets and liabilities related to employee benefits, as well as the analyses of contingent liabilities. Significant judgment by our management is required to appropriately assess the amounts of these assets and liabilities.

As of December 31, 2019 and 2020, and for the years ended December 31, 2018, 2019 and 2020, identified below are the accounting policies we have applied under IFRS that are critical to understanding our overall financial reporting.

Leases

Based on IFRS 16, at the inception of a lease contract, we assess whether a contract is, or contains, a lease. A contract is, or contains, a lease if the contract conveys the right to control the use of an identified asset for a period in exchange for consideration. We use the definition of a lease in IFRS 16, Leases ("IFRS 16") to assess whether a contract conveys the right to control the use of an identified asset, pursuant to which financial liabilities related to lease contracts are recognized against assets for the right-of-use, measured at their commencement date as the NPV of the future contractual fixed payments, using the interest rate implicit in the lease or, if that rate cannot be readily determined, our incremental borrowing rate. We determine our incremental borrowing rate by obtaining interest rates from our external financing sources and making certain adjustments to reflect the term of the lease, the type of the asset leased and the economic environment in which the asset is leased.

We do not separate the non-lease component from the lease component included in the same contract. Lease payments included in the measurement of the lease liability comprise contractual rental fixed payments, less incentives, fixed payments of non-lease components and the value of a purchase option, to the extent that option is highly probable to be exercised or is considered a bargain purchase option. Interest incurred under the financial obligations related to lease contracts is recognized as part of the line item "Interest expense" in the statement of operations.

At the commencement date or on modification of a contract that contains a lease component, we allocate the consideration in the contract to each lease component based on their relative stand-alone prices. We apply the recognition exception for lease terms of 12 months or less and contracts of low-value assets and recognize the lease payment of these leases as rental expense in the statement of operations over the lease term. We defined the lease contracts related to office and computer equipment as low-value assets.

The lease liability is amortized using the effective interest method as payments are incurred and is remeasured when: (a) there is a change in future lease payments arising from a change in an index or rate, (b) if there is a change in the amount expected to be payable under a residual guarantee, (c) if we change our assessment of whether we will exercise a purchase, extension or termination option, or (d) if there is a revised in-substance fixed lease payment. When the lease liability is remeasured, an adjustment is made to the carrying amount of the asset for the right-of-use or is recognized within "Financial income and other items, net" if such asset has been reduced to zero.

Deferred Income Taxes

Our operations are subject to taxation in many different jurisdictions throughout the world. The effects reflected in the statement of operations for income taxes include the amounts incurred during the period and the amounts of deferred income taxes, determined according to the income tax law applicable to each subsidiary, reflecting uncertainty in income tax treatments, if any. Consolidated deferred income taxes represent the addition of the amounts determined in each subsidiary by applying the enacted statutory income tax rate to the total temporary differences resulting from comparing the book and taxable values of assets and liabilities, considering tax loss carryforwards and other recoverable tax credits, to the extent that it is probable that future taxable profits will be available against which they can be utilized. The measurement of deferred income taxes at the reporting period reflects the tax consequences that follow the manner in which we expect to recover or settle the carrying amount of its assets and liabilities. Deferred income taxes for the period represent the difference between balances of deferred income taxes at the beginning and the end of the period. Deferred income tax assets and liabilities relating to different tax jurisdictions are not offset. According to IFRS, all items charged or credited directly in stockholders' equity or as part of other comprehensive income or loss for the period are recognized net of their current and deferred income tax effects. The effect of a change in enacted statutory tax rates is recognized in the period in which the change is officially enacted. Our worldwide tax position is highly complex and subject to numerous laws that require interpretation and application and that are not consistent among the

countries in which we operate. Significant judgment is required to appropriately assess the amounts of tax assets and liabilities.

Deferred tax assets, mainly related to tax loss carryforwards, are reviewed at each reporting date and are reduced when it is not deemed probable that the related tax benefit will be realized, considering the aggregate amount of self-determined tax loss carryforwards that we believe will not be rejected by the tax authorities based on available evidence and the likelihood of recovering them prior to their expiration through an analysis of estimated future taxable income. If it is probable that the tax authorities would reject a self-determined deferred tax asset, we would decrease such asset. When it is considered that a deferred tax asset will not be recovered before its expiration, we would not recognize such deferred tax asset. Both situations would result in additional income tax expense for the period in which such determination is made. In order to determine whether it is probable that deferred tax assets will ultimately be recovered, we take into consideration all available positive and negative evidence, including factors such as market conditions, industry analysis, expansion plans, projected taxable income, carryforward periods, current tax structure, potential changes or adjustments in tax structure, tax planning strategies and future reversals of existing temporary differences. Likewise, we analyze our actual results versus our estimates, and adjust, as necessary, our tax asset valuations. If actual results vary from our estimates, the deferred tax asset and/or valuations may be affected, in which case, necessary adjustments will be made based on relevant information in our statement of operations for such period.

Based on IFRIC 23, *Uncertainty over income tax treatments*, the income tax effects from an uncertain tax position are recognized when it is probable that the position will be sustained based on its technical merits and assuming that the tax authorities will examine each position and have full knowledge of all relevant information. The probability of each position has been considered on its own, regardless of its relation to any other broader tax settlement. The probability threshold represents a positive assertion by management that we are entitled to the economic benefits of a tax position. If it is improbable for a tax position to be sustained, no benefits of the position are recognized. Our policy is to recognize interest and penalties related to unrecognized tax benefits as part of the income tax in the consolidated statements of operations.

Our overall tax strategy is to structure our worldwide operations to reduce or defer the payment of income taxes on a consolidated basis. Many of the activities we undertake in pursuing this tax reduction strategy are highly complex and involve interpretations of tax laws and regulations in multiple jurisdictions and are subject to review by the relevant taxing authorities. It is possible that the taxing authorities could challenge our application of these regulations to our operations and transactions. The taxing authorities in the past have challenged interpretations that we have made and have assessed additional taxes. Although we have, from time to time, paid some of these additional assessments, in general, we believe that these assessments have not been material and that we have been successful in sustaining our positions. No assurance can be given, however, that we will continue to be as successful as we have been in the past or that pending appeals of current tax assessments will be judged in our favor.

Our effective income tax rate is determined by dividing the line item "Income tax" in our consolidated statements of operations into the line item "Earnings before income tax." This effective tax rate is further reconciled to our statutory tax rate applicable in Mexico and is presented in note 20.3 to our 2020 audited consolidated financial statements included elsewhere in this annual report. A significant effect on our effective tax rate, and consequently on the reconciliation of our effective tax rate, relates to the difference between the statutory income tax rate in Mexico of 30% against the applicable income tax rates of each country where we operate. For the years ended December 31, 2018, 2019 and 2020, the statutory tax rates in our main operations were as follows:

Country	2018	2019	2020
Mexico	30.0%	30.0%	30.0%
United States	21.0%	21.0%	21.0%
United Kingdom	19.3%	19.3%	19.0%
France	34.4%	34.4%	32.0%
Germany	28.2%	28.2%	28.2%
Spain	25.0%	25.0%	25.0%
Philippines	30.0%	30.0%	30.0%
Colombia	37.0%	33.3%	32.0%
Others	7.8% - 39.0%	7.8% - 35.0%	9.0% - 30.0%

Our current and deferred income tax amounts included in our consolidated statements of operations are highly variable and are subject, among other factors, to the amounts of taxable income determined in each jurisdiction in which we operate. Such amounts of taxable income depend on factors such as sale volumes and prices, costs and expenses, exchange rates fluctuations and interest on debt, among others, as well as on the estimated tax assets at the end of the period due to the expected future generation of taxable gains in each jurisdiction. See our discussion of operations included elsewhere in this "Item 5—Operating and Financial Review and Prospects."

Financial instruments

Effective January 1, 2018, we adopted IFRS 9, *Financial Instruments: classification and measurement* ("IFRS 9"), which sets forth the guidance relating to the classification and measurement of financial assets and financial liabilities, the accounting for expected credit losses of financial assets and commitments to extend credits, as well as the requirements for hedge accounting. IFRS 9 replaced IAS 39, Financial instruments: recognition and measurement ("IAS 39"). We applied IFRS 9 prospectively. The accounting policies were changed to comply with IFRS 9. The changes required by IFRS 9 are described as follows:

- Among other things, IFRS 9 changed the classification categories for financial assets under IAS 39 and replaced them with categories that more closely reflect the measurement method, the contractual cash flow characteristics and the entity's business model for managing the financial asset.
- Cash and cash equivalents, trade and other accounts receivable and other financial assets, which were classified as "Loans and receivables" and measured at amortized cost under IAS 39, are now classified as "Held to collect" under IFRS 9 and continue to be measured at amortized cost.
- Investments and non-current accounts receivable that were classified as "Held to maturity" and measured at amortized cost under IAS 39 are now classified as "Held to collect" under IFRS 9 and continue to be measured at amortized cost.
- Investments that were classified as "Held for trading" and measured at fair value through profit or loss under IAS 39 are now classified as "Other investments" under IFRS 9 and are measured at fair value through profit or loss.
- Certain investments that were classified as "Held for sale" and measured at fair value through other comprehensive income under IAS 39 are now considered strategic investments under IFRS 9 and continue to be measured at fair value through other comprehensive income.

Debt instruments and other financial obligations continue to be classified as “Loans” and measured at amortized cost under IFRS 9 and derivative financial instruments continue to be measured at fair value through profit or loss under IFRS 9.

We assessed which business models applied to our financial assets and liabilities as of the date of initial application of IFRS 9 and classified our financial instruments into the appropriate IFRS 9 categories. As of January 1, 2018, the changes due to the classification and measurement requirements under IFRS 9 did not impact either the measurement or carrying amount of financial assets and liabilities and there was no effect on our retained earnings.

Derivative financial instruments

In compliance with the guidelines established by our Risk Management Committee and the restrictions in our debt agreements and our hedging strategy, we use derivative financial instruments with the objectives of: (i) changing the risk profile or fixing the price of fuels; (ii) foreign exchange hedging; (iii) hedging forecasted transactions; and (iv) accomplishing other corporate objectives.

Derivative financial instruments are recognized as assets or liabilities in the balance sheet at their estimated fair values, and changes in such fair values are recognized in the statements of operations within “Financial income and other items, net” for the period in which they occur, except for changes in the fair value of derivative instruments associated with cash flow hedges, in which case, such changes in fair value are recognized in stockholders’ equity, and are reclassified to earnings as the interest expense of the related debt is accrued, in the case of interest rate swaps, or when the underlying products are consumed in the case of contracts on the price of raw materials, fuel and commodities. Likewise, in hedges of the net investment in foreign subsidiaries, changes in fair value are recognized in stockholders’ equity as part of the foreign currency translation result, which reversal to earnings would take place upon disposal of the foreign investment. During the reported periods, we have not designated any derivative instruments in fair value hedges. Derivative instruments are negotiated with institutions with significant financial capacity; therefore, we believe the risk of non-performance of the obligations agreed to by such counterparties to be minimal. See note 17.4 to our 2020 audited consolidated financial statements included elsewhere in this annual report.

The estimated fair value under IFRS represents the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date, considering the counterparty’s credit risk in the valuation, that is, an exit price or a market-based measurement.

In connection with hedge accounting under IFRS 9, among other changes, there is a relief for entities in performing: (a) the retrospective effectiveness test at inception of the hedging relationship and (b) the requirement to maintain a prospective effectiveness ratio between 0.8 and 1.25 at each reporting date for purposes of sustaining the hedging designation, both requirements under IAS 39. Under IFRS 9, a hedging relationship can be established to the extent the entity considers, based on the analysis of the overall characteristics of the hedging and hedged items, that the hedge will be highly effective in the future and the hedge relationship at inception is aligned with the entity’s reported risk management strategy. IFRS 9 maintains the same hedge accounting categories of cash flow hedge, fair value hedge and hedge of a net investment established in IAS 39, as well as the requirement of recognizing the ineffective portion of a cash flow hedge immediately in the statement of operations. We performed an analysis of our derivative financial instruments upon adoption of IFRS 9 on January 1, 2018 and determined that the changes in hedge accounting described above did not impact either the measurement or carrying amount of the assets and liabilities related to our derivative financial instruments and there was no effect on our retained earnings.

The concept of exit value is premised on the existence of a market and market participants for the specific asset or liability. When there is no market and/or market participants willing to make a market, IFRS establishes a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy

gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurements) and the lowest priority to measurements involving significant unobservable inputs (Level 3 measurements). The three levels of the fair value hierarchy are as follows:

- Level 1—It represents quoted prices (unadjusted) in active markets for identical assets or liabilities that we have the ability to access at the measurement date. A quoted price in an active market provides the most reliable evidence of fair value and is used without adjustment to measure fair value whenever available.
- Level 2—These are inputs other than quoted prices in active markets that are observable for the asset or liability, either directly or indirectly, and are used mainly to determine the fair value of securities, investments or loans that are not actively traded. Level 2 inputs included equity prices, certain interest rates and yield curves, implied volatility, credit spreads and other market corroborated inputs, including inputs extrapolated from other observable inputs. In the absence of Level 1 inputs, we determined fair values by iteration of the applicable Level 2 inputs, the number of securities and/or the other relevant terms of the contract, as applicable.
- Level 3—These are unobservable inputs for the asset or liability. We use unobservable inputs to determine fair values, to the extent there are no Level 1 or Level 2 inputs, in valuation models such as Black-Scholes, binomial, discounted cash flows or multiples of Operating EBITDA, including risk assumptions consistent with what market participants would use to arrive at fair value.

Significant judgment and estimates by management are required to appropriately identify the corresponding level of fair value applicable to each derivative financing transaction, as well as to assess the amounts of the resulting assets and liabilities, mainly in respect of Level 2 and Level 3 fair values, in order to account for the effects of derivative financial instruments in the financial statements. See note 17.4 to our 2020 audited consolidated financial statements included elsewhere in this annual report.

Impairment of financial assets

Impairment losses of financial assets, including trade accounts receivable, are recognized using the expected credit loss model for the entire lifetime of such financial assets on initial recognition, and at each subsequent reporting period, even in the absence of a credit event or if a loss has not yet been incurred, considering for their measurement past events and current conditions, as well as reasonable and supportable forecasts affecting collectability.

Allowances for credit losses were established until December 31, 2017 based on incurred loss analyses over delinquent accounts considering aging of balances, the credit history and risk profile of each customer and legal processes to recover accounts receivable. Beginning in 2018, with the adoption of IFRS 9, such allowances are determined and recognized upon origination of the trade accounts receivable based on a model that calculates the expected credit loss (“ECL”) of the trade accounts receivable. See notes 3.6 and 10 to our 2020 audited consolidated financial statements included elsewhere in this annual report.

Under this ECL model, we segment our accounts receivable in a matrix by country, type of client or homogeneous credit risk and days past due and determine for each segment an average rate of ECL, considering actual credit loss experience over the last 24 months and analyses of future delinquency, that is applied to the balance of accounts receivable. The average ECL rate increases in each segment of days past due until the rate is 100% for the segment of 365 days or more past due. See note 10 to our 2020 audited consolidated financial statements included elsewhere in this annual report. The effects of the adoption of IFRS 9 on January 1, 2018, related to the expected credit loss model, represented an increase in our allowance for expected credit losses of $29 million recognized against retained earnings, net of a deferred income tax asset of $8 million. The balances of such allowance and deferred tax assets increased from the reported amounts as of December 31, 2017, of $109 million and $754 million, respectively, to $138 million and $762 million as of January 1, 2018, respectively, after the adoption effects. Significant judgment and estimates by management are required to appropriately assess expected credit losses under IFRS 9.

Impairment of long-lived assets

Our statement of financial position reflects significant amounts of long-lived assets (including property, machinery and equipment, goodwill, intangible assets of definite life and other investments) associated with our operations throughout the world. Many of these amounts have resulted from past acquisitions, which have required us to reflect these assets at their fair market values at the dates of acquisition. According to their characteristics and the specific accounting rules related to them, we assess the recoverability of our long-lived assets at least once a year, normally during the fourth quarter, as is the case for goodwill, or whenever events or circumstances arise that we believe trigger a requirement to review such carrying values, as is the case with property, machinery and equipment and intangible assets of definite life.

Property, machinery and equipment, assets for the right-of-use, intangible assets of definite life and other investments are tested for impairment upon the occurrence of factors such as the occurrence of internal or external indicators of impairment, such as changes in our operating business model or in technology that affects the asset, as well as expectations of lower operating results for each cash generating unit, in order to determine whether their carrying amounts may not be recovered. In such cases, an impairment loss is recorded in the statements of operations for the period when such determination is made within "Other expenses, net." The impairment loss of an asset results from the excess of the asset's carrying amount over its recoverable amount, corresponding to the higher of the fair value of the asset, less costs to sell such asset, and the asset's value in use, the latter represented by the net present value of estimated cash flows related to the use and eventual disposal of the asset.

Largely due to the COVID-19 pandemic, certain idle assets will remain closed for the foreseeable future. As a result of such closures, in relation to our estimated sales volumes and our ability to satisfy demand by achieving efficiencies in other operating assets, we recognized non-cash impairment losses for these assets for an aggregate amount of $306 million in 2020, of which $76 million relate to assets in the United States, mainly the North Brooksville plant, $189 million to assets in the EMEAA region, mainly the Lloseta and Gador plants in Spain and the South Ferriby plant in the United Kingdom and minor adjustments in other countries, and $39 million to assets in the SCA&C region mainly in connection with land in Puerto Rico and kiln 1 in Panama. Generally, for all reported periods, we conduct impairment tests on several CGUs considering certain triggering events, mainly: (a) the closing and/or reduction of operations of cement and ready-mix concrete plants resulting from adjusting the supply to current demand conditions; (b) change of operating model of certain assets or the transferring of installed capacity to more efficient plants; as well as (c) for certain equipment, remaining idle for several periods. Any resulting impairment losses are recognized within the line item of "Other expenses, net." See note 15.1 to our 2020 audited consolidated financial statements included elsewhere in this annual report.

During 2018, 2019 and 2020, the breakdown of impairment losses of fixed assets by country was as follows:

	For the Year Ended December 31,		
	2018	2019	2020
	(in millions of Dollars)		
Spain	$ 2	$ —	$ 135
United States	13	6	76
United Kingdom	—	—	39
Puerto Rico	—	52	20
Croatia	—	—	13
Panama	—	—	12
Dominican Republic	—	—	5
Colombia	2	3	2
France	—	1	2
Poland	5	—	—
Mexico	1	—	—
Others	—	2	2
	$ 23	$ 64	$ 306

See note 15.1 to our 2020 audited consolidated financial statements included elsewhere in this annual report.

We do not have intangible assets of indefinite life other than goodwill. As mentioned above, goodwill is tested for impairment when required due to significant adverse changes or at least once a year, during the last quarter of such year, by determining the recoverable amount of the group of CGUs to which goodwill balances have been allocated, which consists of the higher of such group of CGUs fair value, less cost to sell and its value in use, represented by the discounted amount of estimated future cash flows to be generated by such CGUs to which goodwill has been allocated. We determine discounted cash flows generally over periods of five years. If the value in use of a group of CGUs to which goodwill has been allocated is lower than its corresponding carrying amount, we determine the fair value of our reporting units using methodologies generally accepted in the market to determine the value of entities, such as multiples of Operating EBITDA and by reference to other market transactions, among others. We recognize an impairment loss of goodwill within other expenses, net, if the recoverable amount is lower than the net book value of the group of CGUs to which goodwill has been allocated. Impairment charges recognized on goodwill are not reversed in subsequent periods.

In addition to the periodic goodwill impairment tests performed at year end 2020, considering the negative effects on our operating results caused by the COVID-19 pandemic (see note 2 to our 2020 audited consolidated financial statements included elsewhere in this annual report), as well as the high uncertainty and lack of visibility in relation to the duration and consequences in certain markets where we operate, management considered that impairment indicators occurred during the third quarter of 2020 in our operating segments in the United States, Spain, Egypt and the UAE, and consequently carried out impairment analyses of goodwill as of September 30, 2020.

As a result of these impairment analyses, in the third quarter of 2020, we recognized within other expenses, net in the statement of operations a non-cash goodwill impairment loss for an amount of $1,020 million in connection with our operating segment in the United States. See notes 7 and 16.2 to our 2020 audited consolidated financial statements included elsewhere in this annual report. No other impairment test of goodwill as of September 30, 2020 resulted in additional goodwill impairment losses. Moreover, we did not determine additional impairment losses in our goodwill impairment test as of December 31, 2020 in any of the groups of CGUs to which goodwill balances have been allocated. In 2019 and 2018, we did not determine goodwill impairment losses.

The impairment loss in the United States resulted from the high volatility, lack of visibility and reduced outlook associated with the effects of the COVID-19 pandemic which made us reduce our cash flows projections in the United States from seven to five years as well as reduce our long-term growth rate in the United States from 2.5% to 2%. Such changes significantly reduced the value in use as of September 30, 2020, which decreased by 25.7% as compared to December 31, 2019. Of this reduction, 51.5 percentage points (“p.p.”) were related to the decrease of two years in the cash flows projections, 27.3 p.p. resulted from the reduction in the long-term growth rate used to determine the terminal value which changed from 2.5% in 2019 to 2.0% as of September 30, 2020, and 28.3 p.p. resulted from the slowdown of sales growth over the projected years, partially compensated by a positive effect of 7.1 p.p. associated with the reduction in the discount rate which decrease from 7.8% in 2019 to 7.7% as of September 30, 2020.

For the years ended December 31, 2018, 2019 and 2020, the reporting segments we presented in note 5.3 to our 2020 audited consolidated financial statements included elsewhere in this annual report represent our groups of CGUs to which goodwill has been allocated for purposes of testing goodwill for impairment. In arriving at this conclusion, we considered: (i) that after the acquisition, goodwill was allocated at the level of the reporting segment; (ii) that the operating components that comprise the reporting segment have similar economic characteristics; (iii) that the reporting segments are used by us to organize and evaluate its activities in its internal information system; (iv) the homogenous nature of the items produced and traded in each operative component, which are all used by the construction industry; (v) the vertical integration in the value chain of the products comprising each component; (vi) the type of clients, which are substantially similar in all components; (vii) the

operative integration among components; and (viii) whether the compensation system of the specific country is based on the consolidated results of the reporting segment and not on the particular results of the components. In addition, the country level represents the lowest level within us at which goodwill is monitored for internal management purposes.

Significant judgment by management is required to appropriately assess the fair values and values in use of these assets. Impairment tests are significantly sensitive to, among other factors, the estimation of future prices of our products, the development of operating expenses, local and international economic trends in the construction industry, the long-term growth expectations in the different markets as well as the discount rates and the growth rates in perpetuity applied. For purposes of estimating future prices, we use, to the extent available, historical data plus the expected increase or decrease according to information issued by trusted external sources, such as national construction or cement producer chambers and/or in governmental economic expectations. Operating expenses are normally measured as a constant proportion of revenues, following past experience. However, such operating expenses are also reviewed considering external information sources in respect to inputs that behave according to international prices, such as gas and oil. We use specific pre-tax discount rates for each group of CGUs to which goodwill is allocated, which are applied to pre-tax cash flows. The discount rates are determined using the approach of the weighted average cost of capital (WACC formula). The amounts of estimated undiscounted cash flows are significantly sensitive to the growth rate in perpetuity applied. The higher the growth rate in perpetuity applied, the higher the amount obtained of undiscounted future cash flows by group of CGUs obtained. Moreover, the amounts of discounted estimated future cash flows are significantly sensitive to the weighted average cost of capital (discount rate) applied. The higher the discount rate applied, the lower the amount obtained of discounted estimated future cash flows by group of CGUs obtained. Additionally, we monitor the useful lives assigned to these long-lived assets for purposes of depreciation and amortization, when applicable. This determination is subjective and is integral to the determination of whether impairment has occurred.

Pre-tax discount rates and long-term growth rates used to determine the discounted cash flows in the group of CGUs with the main goodwill balances in 2018, 2019 and 2020 were as follows:

	Discount rates			Long-term growth rate		
Groups of CGUs	2018	2019	2020	2018	2019	2020
United States	8.5%	7.8%	7.3%	2.5%	2.5%	2.0%
Spain	8.8%	8.3%	7.7%	1.7%	1.6%	1.5%
United Kingdom	8.4%	8.0%	7.4%	1.6%	1.5%	1.6%
France	8.4%	8.0%	7.4%	1.6%	1.4%	1.7%
Mexico	9.4%	9.0%	8.3%	3.0%	2.4%	1.1%
Colombia	9.5%	8.9%	8.4%	3.6%	3.7%	2.5%
United Arab Emirates	11.0%	8.8%	8.3%	2.9%	2.5%	2.6%
Egypt	10.8%	10.3%	10.2%	6.0%	6.0%	5.6%
Range of rates in other countries	8.5% - 13.3%	8.1% - 11.5%	7.2% - 15.5%	2.3% - 6.9%	1.6% - 6.5%	(0.3%) - 6.5%

The discount rates used in our cash flows projections to determine the value in use of our operating segments as of December 31, 2020 generally decreased as compared to 2019 in a range of 0.1% up to 1.5%, mainly as a result of a decrease in 2020 in the funding cost observed in the industry that changed from 5.4% in 2019 to 4.1% in 2020 as well as the weighing of debt in the calculation of the discount rates that increased from 31.7% in 2019 to 34.6% in 2020. The risk-free rate associated to us changed from 2.9% in 2019 to 2.2% in 2020, nonetheless, increases in the specific risk rates of each country and in the market risk premium which changed from 5.6% in 2019 to 5.7% in 2020, resulted in that total cost of equity remained significantly flat in 2020 as compared to 2019 in the majority of the countries. These reductions were partially offset by a slight increase in the public comparable companies' stock volatility (beta) that changed from 1.08 in 2019 to 1.19 in 2020. In

addition, as preventive measure to consider the high uncertainty, volatility and reduced visibility related to the negative effects of the COVID-19 pandemic (see note 2 to our 2020 audited consolidated financial statements included elsewhere in this annual report), we significantly reduced in certain countries our long-term growth rates used in their cash flows projections as of December 31, 2020 as compared to 2019 such as in the United States in 0.5%, Mexico in 1.3% and Colombia in 1.2%. These long-term growth rates will be revised upwards or downwards again in the future as new economic data is available.

The discount rates used in our cash flows projections to determine the value in use of our operating segments as of December 31, 2019 generally decreased as compared to 2018 in a range of 0.6% up to 2.6%, mainly because of a decrease in 2019 in the funding cost observed in the industry that changed from 7.3% in 2018 to 5.4% in 2019. The risk-free rate associated to us remained significantly flat in the level of 2.9%, while the country risk-specific rates decreased slightly in 2019 in most cases. These reductions were partially offset by a slight increase in the public comparable companies' stock volatility (beta) that changed from 1.06 in 2018 to 1.08 in 2019 and the decrease in the weighing of debt in the calculation of the discount rates that changed from 33.5% in 2018 to 31.7% in 2019.

In connection with the discount rates and long-term growth rates included in the table above, we verified the reasonableness of our conclusions using sensitivity analyses to changes in assumptions, affecting the value in use of all groups of CGUs with an independent reasonably possible increase of 1% in the pre-tax discount rate, an independent possible decrease of 1% in the long-term growth rate, as well as using multiples of Operating EBITDA, by means of which, we determined a weighted-average multiple of Operating EBITDA to enterprise value observed in recent mergers and acquisitions in the industry. The average multiple was then applied to a stabilized amount of Operating EBITDA and the result was compared to the corresponding carrying amount for each group of CGUs to which goodwill has been allocated. We considered an industry average Operating EBITDA multiple of 11.5 times in 2020, 11.5 times in 2019 and 11.1 times in 2018.

As of December 31, 2018 and 2019, none of our sensitivity analyses resulted in a potential impairment risk in our operating segments. As of December 31, 2020, except for the operating segment in the United States presented in the table below, none of the other sensitivity analyses indicated a potential impairment risk in our operating segments. We continually monitors the evolution of the group of CGUs to which goodwill has been allocated that have presented relative goodwill impairment risk in any of the reported periods and, if the relevant economic variables and the related value in use would be negatively affected, it may result in a goodwill impairment loss in the future. The table below shows the additional effects of the sensitivity analyses to the charges recognized from the changes in assumptions as of December 31, 2020.

Operating segment	Impairment losses recognized	Discount rate +1%	Long-term growth rate –1%	Multiples Operating EBITDA 11.5x
United States	$ 1,020	188	—	—

As of December 31, 2019 and 2020, goodwill allocated to our operating segment in the United States accounted for 78% and 76%, of our total amount of consolidated goodwill, respectively. In connection with our determination of value in use relative to our groups of CGUs in the United States in the reported periods, we have considered several factors, such as the historical performance of such operating segment, including the operating results in recent years, the long-term nature of our investment, the signs of recovery in the construction industry over the last years, the significant economic barriers for new potential competitors considering the high investment required, and the lack of susceptibility of the industry to technology improvements or alternate construction products, among other factors. To improve our assurance, as mentioned above, we verified our conclusions using sensitivity analyses over Operating EBITDA multiples of recent sale transaction within the industry occurred in such country, as well as macroeconomic information regarding GDP and cement consumption over the projected periods issued by the International Monetary Fund and the U.S. Portland Cement Association, respectively.

Assets and liabilities related to employee benefits

The costs associated with our employees' benefits for: (i) defined benefit pension plans and (ii) other post-employment benefits, primarily comprised of health care benefits, life insurance and seniority premiums, granted by us and/or pursuant to applicable law, are recognized as services rendered, based on actuarial estimations of the benefits' present value with the advice of external actuaries. For certain pension plans, we have created irrevocable trust funds to cover future benefit payments ("plan assets"). These plan assets are valued at their estimated fair value at the statement of financial position date. The actuarial assumptions and accounting policy consider: (i) the use of nominal rates; (ii) a single rate is used for the determination of the expected return on plan assets and the discount of the benefits obligation to present value; (iii) a net interest is recognized on the net defined benefit liability (liability minus plan assets); and (iv) all actuarial gains and losses for the period, related to differences between the projected and real actuarial assumptions at the end of the period, as well as the difference between the expected and real return on plan assets, are recognized as part of "Other items of comprehensive income, net" within stockholders' equity.

The service cost, corresponding to the increase in the obligation for additional benefits earned by employees during the period, is recognized within operating costs and expenses. The net interest cost, resulting from the increase in obligations for changes in net present value and the change during the period in the estimated fair value of plan assets, is recognized within "Financial income and other items, net."

The effects from modifications to the pension plans that affect the cost of past services are recognized within operating costs and expenses over the period in which such modifications become effective to the employees or without delay if changes are effective immediately. Likewise, the effects from curtailments and/or settlements of obligations occurring during the period, associated with events that significantly reduce the cost of future services and/or reduce significantly the population subject to pension benefits, respectively, are recognized within operating costs and expenses.

Contingent liabilities

Obligations or losses resulting from past events are recognized as liabilities in the statement of financial position only when a present legal or constructive obligations exist, are probable to result in an outflow of resources and the amount can be measured reliably. We do not recognize a provision when a loss is less than probable or when it is considered probable, but it is not possible to estimate the amount of the outflow. In such cases, the entity discloses a contingent liability in the notes to the financial statements, unless the possibility of an outflow of resources is remote.

We conduct significant activities in all the countries we operate, and we are exposed to events that may create possible obligations that must be analyzed at each reporting period, in order to conclude whether we have a present obligation that could lead to an outflow of resources embodying economic benefits; or present obligations that do not meet the recognition criteria, according to IAS 37 Provisions, Contingent Liabilities and Contingent Assets.

We are involved in various legal proceedings that have arisen in the ordinary course of business. These proceedings include (1) antitrust proceedings; (2) product warranty claims; (3) claims for environmental damages; (4) indemnification claims relating to acquisitions or divestitures; (5) claims to revoke permits and/or concessions; (6) tax matters; and (7) other diverse civil, administrative, commercial and legal actions. Some of the cases require significant judgment and estimates from management to appropriately assess the likelihood of the outcomes and whether a present obligation exists. We maintain regional, country and centralized in-house legal departments which follow up on each of these cases and assist with the evaluation of the likelihood of the outcomes. In certain circumstances, external legal advice is also engaged.

We are sometimes able to make and disclose reasonable estimates of the expected loss or range of possible loss, as well as disclose any provision accrued for such loss. However, for a limited number of ongoing legal

proceedings, we may not be able to make a reasonable estimate of the expected loss or range of possible loss, or may be able to do so but believe that disclosure of such information on a case-by-case basis would seriously prejudice our position in the ongoing legal proceedings or in any related settlement discussions. Accordingly, in such cases, we disclose qualitative information with respect to the nature and characteristics of the contingency but do not disclose our estimate of the range of potential loss.

Revenue Recognition

Under IFRS 15, Revenues from contracts with customers ("IFRS 15"), an entity recognizes revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services, following a five-step model: Step 1: Identify the contract(s) with a customer (agreement that creates enforceable rights and obligations); Step 2: Identify the different performance obligations (promises) in the contract and account for those separately; Step 3: Determine the transaction price (amount of consideration to which an entity expects to be entitled in exchange for transferring promised goods or services); Step 4: Allocate the transaction price to each performance obligation based on the relative stand-alone selling prices of each distinct good or service; and Step 5: Recognize revenue when (or as) the entity satisfies a performance obligation by transferring control of a promised good or service to the customer. A performance obligation may be satisfied at a point in time (typically for the sale of goods) or over time (typically for the sale of services and construction contracts).

Our policies under IFRS 15 are as follows:

Revenue is recognized at a point in time or over time in the amount of the price, before tax on sales, expected to be received by our subsidiaries for goods and services supplied as a result of their ordinary activities, as contractual performance obligations are fulfilled and control of goods and services passes to the customer. Revenues are decreased by any trade discounts or volume rebates granted to customers. Transactions between related parties are eliminated in consolidation.

We recognize variable consideration when it is highly probable that a significant reversal in the amount of cumulative revenue recognized for the contract will not occur and is measured using the expected value or the most likely amount method, whichever is expected to better predict the amount based on the terms and conditions of the contract.

Revenue and costs from trading activities, in which we acquire finished goods from a third party and subsequently sell the goods to another third-party, are recognized on a gross basis, considering that we assume the total risk on the goods purchased, not acting as agent or broker.

When revenue is earned over time as contractual performance obligations are satisfied, which is the case of construction contracts, we apply the stage of completion method to measure revenue, which represents: (i) the proportion that contract costs incurred for work performed to date bear to the estimated total contract costs; (ii) the surveys of work performed; or (iii) the physical proportion of the contract work completed, whichever better reflects the percentage of completion under the specific circumstances. Revenue related to construction contracts are recognized in the period in which the work is performed by reference to the contract's stage of completion at the end of the period, considering that the following have been defined: (i) each party's enforceable rights regarding the asset under construction; (ii) the consideration to be exchanged; (iii) the manner and terms of settlement; (iv) actual costs incurred and contract costs required to complete the asset are effectively controlled; and (v) it is probable that the economic benefits associated with the contract will flow to the entity. Progress payments and advances received from customers do not reflect the work performed and are recognized as a short- or long-term advance payments, as appropriate.

Results of Operations

Consolidation of Our Results of Operations

Our 2020 audited consolidated financial statements included elsewhere in this annual report include those subsidiaries in which we hold a controlling interest or which we otherwise control. Control exists, and consolidation is required, only when we have all of the following: (a) the power, directly or indirectly, to direct the relevant activities of an entity; (b) the exposure to variable returns from our involvement with such entity; and (c) the ability to use our power over such entity to affect its returns.

Investments in associates are accounted for by the equity method, when we have significant influence, which is generally presumed with a minimum equity interest of 20% unless it is proven that we have significant influence with a lower percentage. Under the equity method, after acquisition, the investment's original cost is adjusted for the proportional interest of the holding company in the associate's equity and earnings, considering the effects of inflation.

All balances and transactions between the group subsidiaries have been eliminated in consolidation.

Discontinued Operations

Considering the disposal of entire reporting segments as well as the sale of significant businesses, our statements of operations present in the single line item of "Discontinued operations" the results of operations, net of income tax, of: (a) the assets sold in the United Kingdom for the years 2017, 2018 and 2019 and for the period from January 1 to August 3, 2020; (b) Kosmos' assets sold in the United States for the years 2017, 2018 and 2019 and for the period from January 1 to March 6, 2020; (c) the white cement business held for sale in Spain for the years 2017, 2018, 2019 and 2020; (d) the French assets sold for the years 2017 and 2018 and for the period from January 1 to June 28, 2019; (e) the German assets sold for the years 2017 and 2018 and for the period from January 1 to May 31, 2019; (f) the Baltics and Nordics businesses sold for the years 2017 and 2018 and for the period from January 1 to March 29, 2019; and (g) the operating segment in Brazil sold for the year 2017 and for the period from January 1 to September 27, 2018; (h) our Pacific Northwest Materials Business operations in the United States sold for the year 2016 and for the six-months ended June 30, 2017; (i) CEMEX's Concrete Pipe Business operations in the United States for the year 2016 and for the month ended January 31, 2017; and (j) CEMEX´s operations in Bangladesh and Thailand for the period from January 1 to May 26, 2016. See note 5.2 in our consolidated financial statements included elsewhere in this annual report.

Significant Transactions

For the years ended December 31, 2018, 2019 and 2020, our consolidated results reflect the following transactions:

- On November 9, 2020, the tender offer acceptance period commenced for the CLH Tender Offer for any and all outstanding ordinary shares of CLH registered with the National Register of Securities and Issuers (*Registro Nacional de Valores y Emisores*) and the Colombian Securities Exchange (*Bolsa de Valores de Colombia*) (except for shares either owned by CEMEX España or CLH). The CLH Tender Offer expired on December 10, 2020. As a result of the CLH Tender Offer, CEMEX España purchased 108,337,613 shares of CLH at a purchase price of 3,250 Colombian Pesos per ordinary share of CLH. The CLH Tender Offer fully settled on December 18, 2020 for an aggregate amount of 352 billion Colombian Pesos (equivalent to $103 million). As of December 31, 2020, CEMEX España owns 92.37% of all outstanding shares in CLH (excluding shares owned by CLH), which includes shares purchased by us in the secondary market after the closing of the CLH Tender Offer.
- On January 29, 2020, CHP announced the results of its stock rights offering pursuant to which 8,293,831,169 common shares of CHP were issued and listed on the Philippine Stock Exchange on

March 4, 2020. As of December 31, 2019, CEMEX España indirectly held 66.78% of CHP's common shares. After giving effect to the stock rights offering, CEMEX España's indirect ownership of CHP's common shares increased to 75.66%. As of December 31, 2020, CEMEX España's indirect ownership of CHP's outstanding common shares had further increased to 77.84%.

- On August 3, 2020, through an affiliate in the United Kingdom, we closed the sale of certain assets to Breedon for an amount of $230 million, including $30 million of debt. The assets included 49 ready-mix plants, 28 aggregate quarries, four depots, one cement terminal, 14 asphalt plants, four concrete products operations, as well as a portion of our paving solutions business in the United Kingdom. After completion of this divestiture, we maintain a significant footprint in key operating geographies in the United Kingdom related with the production and sale of cement, ready-mix, aggregates, asphalt and paving solutions, among others. As of December 31, 2019, the assets and liabilities associated with this segment in the United Kingdom were presented in the statement of financial position within the line items of "Assets held for sale," including a proportional allocation of goodwill of $47 million, and "Liabilities directly related to assets held for sale," respectively. Moreover, the operations related to this segment for the period from January 1 to August 3, 2020, which includes a loss on sale of $57 million net of the proportional allocation of goodwill mentioned above, and for the years ended December 31, 2017, 2018 and 2019 are presented in our statements of operations net of tax in the single line item "Discontinued operations."
- On March 6, 2020, we concluded the sale of our U.S. affiliate Kosmos, a partnership with a subsidiary of Buzzi Unicem S.p.A. in which we held a 75% interest, to Eagle Materials Inc. for $665 million. The share of proceeds to us from this transaction was $499 million before transactional and other costs and expenses. The assets that were divested consisted of Kosmos' cement plant in Louisville, Kentucky, as well as related assets which include seven distribution terminals and raw material reserves. As of December 31, 2019, the assets and liabilities associated with this sale in the United States were presented in the statement of financial position within the line items of "Assets held for sale," including a proportional allocation of goodwill of $291 million, and "Liabilities directly related to assets held for sale," respectively. Moreover, the operations related to this segment from January 1 to March 6, 2020, which includes a gain on sale of $14 million, net of the proportional allocation of goodwill mentioned above, and for the years ended December 31, 2017, 2018 and 2019 are presented in our statements of operations net of income tax in the single line item "Discontinued operations."
- In January 2020, one of our subsidiaries in Israel acquired Netivei Noy from Ashtrom Industries for an amount in Shekels equivalent to $33 million. As of December 31, 2020, based on the preliminary valuation of the fair values of the assets acquired and liabilities assumed, the net assets of Netivei Noy amounted to $33 million and goodwill was determined in the amount of $2 million.
- On June 28, 2019, after obtaining customary authorizations, we concluded with several counterparties the sale of our ready-mix and aggregates business in the central region of France for an aggregate price in Euro equivalent to $36 million. Our operations of these disposed assets in France for the period from January 1 to June 28, 2019, which includes a gain on sale of $17 million net of a proportional allocation of goodwill related to this reporting segment of $8 million, and for the years ended December 31, 2017 and 2018 are presented in the statements of operations net of income tax in the single line item "Discontinued operations."
- On May 31, 2019, we concluded the sale of our aggregates and ready-mix assets in the North and North-West regions of Germany to GP Günter Papenburg AG for a price in Euro equivalent to $97 million. The assets divested in Germany consisted of four aggregates quarries and four ready-mix facilities in North Germany, and nine aggregates quarries and 14 ready-mix facilities in North-West Germany. Our operations of these disposed assets for the period from January 1 to May 31, 2019, which includes a gain on sale of $59 million, and for the year ended December 31, 2017 and 2018 are presented in the statements of operations net of income tax in the single line item "Discontinued operations."

- On March 29, 2019, we closed the sale of our businesses in the Baltics and Nordics to the German building materials group Schwenk for a price in Euro equivalent to $387 million. The Baltic assets divested consisted of one cement production plant in Broceni, Latvia with a production capacity of approximately 1.7 million tons, four aggregates quarries, two cement quarries, six ready-mix plants, one marine terminal and one land distribution terminal in Latvia. The assets divested also included our 37.8% indirect interest in one cement production plant in Akmene, Lithuania with a production capacity of approximately 1.8 million tons, as well as the exports business to Estonia. The Nordic assets divested consisted of three import terminals in Finland, four import terminals in Norway and four import terminals in Sweden. Our operations of these disposed businesses for the period from January 1 to March 29, 2019, which includes a gain on sale of $66 million, and for the years ended December 31, 2017 and 2018 are reported in the statements of operations, net of income tax, in the single line item “Discontinued operations.”
- On March 29, 2019, we entered into a binding agreement with Çimsa Çimento Sanayi Ve Ticaret A.Ş. to divest our white cement business and client list outside of Mexico and the United States, for an initial price of $180 million, including our Buñol cement plant in Spain and our white cement customers list. The closing of the transaction is subject to certain closing conditions, including requirements set by regulators. As of the date of this annual report, we expect to close the transaction during the second half of 2021, but we are not able to assess if the COVID-19 pandemic or if other conditions will further delay the closing of this divestment or prevent us from closing the transaction with the terms initially disclosed or at all. Our operations of these assets in Spain for the years ended December 31, 2017, 2018, 2019 and 2020 are reported in the statements of operations, net of income tax, in the single line item “Discontinued operations.”
- On September 27, 2018, we concluded the sale of our Brazilian Operations through the sale to Votorantim Cimentos N/NE S.A. of all the shares of CEMEX’s Brazilian subsidiary Cimento Vencemos Do Amazonas Ltda., consisting of a fluvial cement distribution terminal located in Manaus, Amazonas province, as well as the related operation license for a price of $31 million. Our Brazilian Operations for the period from January 1 to September 27, 2018, which include a gain on sale of $12 million, and for the year ended December 31, 2017 are reported in the statements of operations, net of income tax, in the single line item “Discontinued operations.”
- In August 2018, one of our subsidiaries in the United Kingdom acquired all the shares of the ready-mix concrete producer Procon for an amount in Pounds Sterling equivalent to $22 million. Based on the valuation of the fair values of the assets acquired and liabilities assumed, the net assets of Procon amounted to $10 million and goodwill was determined in the amount of $12 million.

See notes 5.1 and 5.2 to our 2020 audited consolidated financial statements included elsewhere in this annual report.

Selected Consolidated Statements of Operations Data

The following table sets forth our selected consolidated statements of operations data for each of the three years ended December 31, 2018, 2019 and 2020 expressed as a percentage of revenues.

	Year Ended December 31,		
	2018	2019	2020
Revenues	100%	100%	100%
Cost of sales	(65.4)	(67.2)	(67.8)
Gross profit	34.6	32.8	32.2
Operating expenses	(22.0)	(22.6)	(21.9)
Operating earnings before other expenses, net	12.6	10.2	10.3
Other expenses, net	(2.2)	(2.7)	(13.7)
Operating earnings	10.4	7.5	(3.4)
Financial expense	(5.4)	(5.4)	(6.0)
Financial income and other items, net	—	(0.6)	(0.8)
Share of profit on equity accounted investees	0.3	0.4	0.4
Earnings before income tax	5.3	1.9	(9.8)
Income tax	(1.7)	(1.2)	(0.4)
Net income from continuing operations	3.6	0.7	(10.2)
Discontinued operations	0.6	0.7	(0.9)
Consolidated net income	4.2	1.4	(11.1)
Non-controlling interest net income	0.3	0.3	0.2
Controlling interest net income	3.9	1.1	(11.3)

Year Ended December 31, 2020 Compared to Year Ended December 31, 2019

Summarized in the table below are the percentage (%) increases (+) and decreases (-) for the year ended December 31, 2020, compared to the year ended December 31, 2019, in our domestic cement and ready-mix concrete sales volumes, as well as export sales volumes of cement and domestic cement and ready-mix concrete average sales prices for each of our reporting segments.

Reporting segments represent the components of CEMEX that engage in business activities from which we may earn revenues and incur expenses, whose operating results are regularly reviewed by the entity's top management to make decisions about resources to be allocated to the segments and assess their performance, and for which discrete financial information is available. We operate geographically and by line of business on a regional basis. On April 1, 2020 and for subsequent periods, the geographical regions Europe and Asia, Middle East and Africa ("AMEA") were merged and reorganized under a single regional president and was denominated Europe, Middle East, Africa and Asia ("EMEAA"). For the reported periods, the Company's operations were organized in four geographical regions, each under the supervision of a regional president, as follows: 1) Mexico, 2) United States, 3) EMEAA and 4) South, Central America and the Caribbean ("SCA&C"). The accounting policies applied to determine the financial information by reporting segment are consistent with those described in note 3 to our 2020 audited consolidated financial statements included elsewhere in this annual report.

As of December 31, 2020, considering similar regional and economic characteristics and/or materiality, certain countries have been aggregated and presented as single line items as follows: (i) "Rest of EMEAA" refers mainly to CEMEX's operations and activities in Poland, the Czech Republic, Croatia, Egypt and the UAE; (ii) "Rest of SCA&C" refers mainly to CEMEX's operations and activities in Costa Rica, Puerto Rico, Nicaragua, Jamaica, the Caribbean, Guatemala and El Salvador, excluding the operations of TCL; and (iii) "Caribbean TCL" refers to TCL's operations mainly in Trinidad and Tobago, Jamaica, Guyana and Barbados. The segment "Others" refers to: (1) cement trade maritime operations, (2) Neoris N.V., our subsidiary involved in the business of information technology solutions, (3) CEMEX, S.A.B. de C.V., other corporate entities and finance subsidiaries and (4) other minor subsidiaries with different lines of business.

The table below and the other volume data presented by reporting segment in this "—Year Ended December 31, 2020 Compared to Year Ended December 31, 2019" section are presented before eliminations resulting from consolidation (including those shown in note 5.3 to our 2020 audited consolidated financial statements included elsewhere in this annual report).

	Domestic Sales Volumes		Export Sales Volumes	Average Domestic Sales Prices in Local Currency(1)	
Reporting Segment	Cement	Ready-Mix Concrete	Cement	Cement	Ready-Mix Concrete
Mexico	+6%	-16%	+32%	+2%	Flat
United States	+8%	+1%	—	Flat	+1%
EMEAA					
United Kingdom	-16%	-13%	—	+3%	Flat
France	—	-14%	—	—	+1%
Germany	+12%	+3%	-12%	+1%	+4%
Spain	-5%	-7%	+28%	+2%	+2%
Philippines	-11%	—	+1%	-6%	—
Israel	—	+8%	—	—	Flat
Rest of EMEAA	+7%	-5%	+60%	-4%	-2%
SCA&C					
Colombia	-17%	-26%	—	+8%	+2%
Panama	-55%	-70%	—	-6%	-7%
Caribbean TCL	+5%	-38%	Flat	-3%	-5%
Dominican Republic	-5%	-42%	-38%	+15%	+5%
Rest of SCA&C	+3%	-29%	+4%	-1%	-7%

"—" = Not Applicable

(1) Represents the average change in domestic cement and ready-mix concrete prices in local currency terms. For purposes of a reporting segment consisting of a region, the average prices in local currency terms for each individual country within the region are first translated into Dollar terms (except for the Rest of EMEA segment, in which they are translated first into Euros) at the exchange rates in effect as of the end of the reporting period. Variations for a region represent the weighted average change of prices in Dollar terms (except for the Rest of EMEAA segment, in which they represent the weighted average change of prices in Euros) based on total sales volumes in the region.

On a consolidated basis, our cement sales volumes increased 2%, from 62.8 million tons in 2019 to 63.8 million tons in 2020, and our ready-mix concrete sales volumes decreased 6%, from 50.1 million cubic meters in 2019 to 47.0 cubic meters in 2020. Our revenues decreased 1%, from $13,130 million in 2019 to $12,970 million in 2020, and our operating earnings before other expenses, net increased 1%, from $1,333 million in 2019 to $1,343 million in 2020. See the table below for a breakdown according to reporting segment.

The following tables present selected financial information for revenues and operating earnings before other expenses, net for each of our reporting segments for the years ended December 31, 2019 and 2020. The revenues information in the table below are presented before eliminations resulting from consolidation (including those shown in note 5.3 to our 2020 audited consolidated financial statements included elsewhere in this annual report). Variations in revenues determined on the basis of Dollars include the appreciation or depreciation which occurred during the period between the local currencies of the countries in the regions vis-à-vis the Dollar; therefore, such variations differ substantially from those based solely on the countries' local currencies:

Reporting Segment	Variation in Local Currency(1)	Approximate Currency Fluctuations	Variation in Dollars	Revenues For the Year Ended	
				2019	2020
			(in millions of Dollars)		
Mexico	+7%	-10%	-3%	2,897	2,812
United States	+6%	—	+6%	3,780	3,994
EMEAA					
United Kingdom	-3%	+2%	-1%	749	739
France	-11%	+2%	-9%	869	795
Germany	+8%	+3%	+11%	439	489
Spain	-3%	+3%	Flat	319	319
Philippines	-17%	+4%	-13%	458	398
Israel	+10%	+4%	+14%	660	754
Rest of EMEAA	-3%	+3%	Flat	958	959
SCA&C					
Colombia	-10%	-10%	-20%	504	404
Panama	-56%	—	-56%	181	80
Caribbean TCL	+2%	-1%	+1%	248	251
Dominican Republic	+4%	-11%	-7%	245	229
Rest of SCA&C	-1%	—	-1%	511	508
Others	-13%	—	-13%	1,104	957
Revenues from continuing operations before eliminations resulting from consolidation			-2%	$13,922	$13,688
Eliminations resulting from consolidation				(792)	(718)
Revenues from continuing operations			-1%	$13,130	$12,970

Reporting Segment	Variation in Local Currency(1)	Approximate Currency Fluctuations	Variation in Dollars	Operating Earnings Before Other Expenses, Net For the Year Ended December 31, 2019	2020
			(in millions of Dollars)		
Mexico	+7%	-10%	-3%	$ 810	$ 783
United States	+30%	—	+30%	237	307
EMEAA					
United Kingdom	-61%	+3%	-58%	50	21
France	-45%	+4%	-41%	46	27
Germany	+9%	-4%	+5%	37	39
Spain	+22%	—	+22%	(18)	(14)
Philippines	-14%	+5%	-9%	79	72
Israel	+27%	+5%	+32%	66	87
Rest of EMEAA	+15%	-4%	+11%	61	68
SCA&C					
Colombia	+11%	-11%	Flat	61	61
Panama	-113%	—	-113%	31	(4)
Caribbean TCL	+32%	-2%	+30%	33	43
Dominican Republic	+13%	-12%	+1%	75	76
Rest of SCA&C	+21%	—	+21%	87	105
Others	-2%	—	-2%	(322)	(328)
Operating earnings before other expenses, net from continuing operations			+1%	$ 1,333	$ 1,343

"—" = Not Applicable

(1) Represents the variation in local currency terms. For purposes of a reporting segment consisting of a region, the variation in local currency terms for each individual country within the region are first translated into Dollar terms (except for the Rest of EMEAA segment, in which they are translated first into Euros) at the exchange rates in effect as of the end of the reporting period. Variations for a region represent the change in Dollar terms (except for the Rest of EMEAA segment, in which they represent the change in Euros), net, in the region.

Revenues. Our consolidated revenues decreased 1%, from $13,130 million in 2019 to $12,970 million in 2020. The decrease in our revenues was mainly attributable to lower volumes in some of our regions, excluding mainly the United States, Mexico, Germany and Poland, and partially offset by higher prices of our products in local-currency terms in most of our regions. Set forth below is a quantitative and qualitative analysis of the various factors affecting our revenues on a reporting segment basis. The discussion of volume data and revenues information below is presented before eliminations resulting from consolidation as described in note 5.3 to our 2020 audited consolidated financial statements included elsewhere in this annual report.

Mexico

Our domestic cement sales volumes from our operations in Mexico increased 6% in 2020 compared to 2019, and ready-mix concrete sales volumes decreased 16% over the same period. Our revenues from our operations in Mexico represented 21% of our total revenues for the year ended December 31, 2020, in Dollar terms, before eliminations resulting from consolidation. Under the lockdown measures due to COVID-19, the industry was limited to bagged cement for the retail market and essential infrastructure, which significantly impacted formal construction demand. With the lifting of these lockdown measures, domestic cement continued its growth path supported by government social programs, home improvements and higher remittances. Formal construction activity increased as private sector and government infrastructure projects accelerate. Our cement export volumes from our operations in Mexico, which represented 11% of our Mexican cement sales volumes for the year ended

December 31, 2020, increased 32% in 2020 compared to 2019. Of our total cement export volumes from our operations in Mexico during 2020, 75% was shipped to the United States and 25% to our Rest of SCA&C segment. Our average sales price of domestic cement from our operations in Mexico increased 2%, in Mexican Peso terms, in 2020 compared to 2019, and our average sales price of ready-mix concrete remained flat, in Mexican Peso terms, over the same period. For the year ended December 31, 2020, cement represented 59%, ready-mix concrete 19% and our aggregates and other businesses 22% of our revenues in Dollar terms from our operations in Mexico before intra-sector eliminations within the segment and before eliminations resulting from consolidation, as applicable.

As a result of increases in domestic cement sales volumes and sales prices, partially offset by a decrease in ready-mix concrete sales, our revenues in Mexico, in Mexican Peso terms, increased 7% in 2020 compared to 2019.

United States

Our domestic cement sales volumes from our operations in the United States increased 8% in 2020 compared to 2019, and ready-mix concrete sales volumes increased 1% over the same period. Despite the lack of visibility and high uncertainty resulting from the COVID-19 pandemic, the increase in domestic cement and ready-mix concrete sales volumes were primarily attributable to the strong demand momentum driven by the infrastructure and residential sectors. Our operations in the United States represented 29% of our total revenues for the year ended December 31, 2020, in Dollar terms, before eliminations resulting from consolidation. Our average domestic cement sales prices of our operations in the United States remained flat, in Dollar terms, in 2020 compared to 2019, and our average ready-mix concrete sales price increased 1%, in Dollar terms, over the same period. For the year ended December 31, 2020, cement represented 30%, ready-mix concrete 43% and our aggregates and other businesses 27% of revenues in Dollar terms from our operations in the United States before intra-sector eliminations within the segment and before eliminations resulting from consolidation, as applicable.

As a result of increases in domestic cement sales volumes and ready-mix concrete sales volumes and sales prices, revenues from our operations in the United States, in Dollar terms, increased 6% in 2020 compared to 2019.

EMEAA

In 2020, our operations in the EMEAA region consisted of our operations in the United Kingdom, France, Germany, Spain, Philippines and Israel, which represent the most significant operations in this region, in addition to the Rest of EMEAA segment. Our revenues from our operations in the EMEAA region represented 32% of our total revenues for the year ended December 31, 2020, in Dollar terms, before eliminations resulting from consolidation. As of December 31, 2020, our operations in the EMEAA region represented 24% of our total assets. Set forth below is a quantitative and qualitative analysis of the effects of the various factors affecting our revenues for our main operations in the EMEAA region.

United Kingdom

Our domestic cement sales volumes from our operations in the United Kingdom decreased 16% in 2020 compared to 2019, and ready-mix concrete sales volumes decreased 13% over the same period. The decreases in domestic cement and ready-mix concrete sales volumes reflected a deceleration in construction activity as a result of the implementation of stringent COVID-19 measures during 2020. Our operations in the United Kingdom represented 5% of our total revenues for the year ended December 31, 2020, in Dollar terms, before eliminations resulting from consolidation. Our average sales price of domestic cement from our operations in the United Kingdom increased 3%, in Pound terms, in 2020 compared to 2019, and our average sales price of ready-mix concrete remained flat, in Pound terms, over the same period. For the year ended December 31, 2020, cement represented 20%, ready-mix concrete 27% and our aggregates and other businesses 53% of revenues in

Dollar terms from our operations in the United Kingdom before intra-sector eliminations within the segment and before eliminations resulting from consolidation, as applicable.

As a result of decreases in domestic cement and ready-mix concrete sales volumes, partially offset by increases in domestic cement sales prices, revenues from our operations in the United Kingdom, in Pound terms, decreased 3% in 2020 compared to 2019.

France

Our ready-mix concrete sales volumes from our operations in France decreased 14% in 2020 compared to 2019. The decrease in volumes reflected a deceleration in construction activity as a result of the implementation of stringent COVID-19 measures during 2020. Our operations in France represented 6% of our total revenues for the year ended December 31, 2020, in Dollar terms, before eliminations resulting from consolidation. Our average sales price of ready-mix concrete of our operations in France increased 1%, in Euro terms, in 2020 compared to 2019. For the year ended December 31, 2020, ready-mix concrete represented 65% and our aggregates and other businesses 35% of revenues in Dollar terms from our operations in France before intra-sector eliminations within the segment and before eliminations resulting from consolidation, as applicable.

As a result of decreases in ready-mix concrete sales volumes, partially offset by increases in ready-mix concrete sales prices, revenues from our operations in France, in Euro terms, decreased 11% in 2020 compared to 2019.

Germany

Our domestic cement sales volumes from our operations in Germany increased 12% in 2020 compared to 2019, and ready-mix concrete sales volumes increased 3% over the same period. The increase in domestic cement and ready-mix concrete sales volumes were mainly by continued work in the infrastructure sector. Our operations in Germany represented 4% of our total revenues for the year ended December 31, 2020, in Dollar terms, before eliminations resulting from consolidation. Our cement export volumes from our operations in Germany, which represented 22% of our Germany cement sales volumes for the year ended December 31, 2020 decreased 12% in 2020 compared to 2019. All of our total cement export volumes from our operations in Germany during 2020, were to our Rest of EMEAA segment. Our average sales price of domestic cement from our operations in Germany increased 1%, in Euro terms, in 2020 compared to 2019, and our average sales price of ready-mix concrete increased 4%, in Euro terms, over the same period. For the year ended December 31, 2020, cement represented 35%, ready-mix concrete 34% and our aggregates and other businesses 31% of revenues in Dollar terms from our operations in Germany before intra-sector eliminations within the segment and before eliminations resulting from consolidation, as applicable.

As a result of increases in domestic cement sales volumes and sales prices and increases in ready-mix concrete sales volumes and sales prices, revenues from our operations in Germany, in Euro terms, increased 8% in 2020 compared to 2019.

Spain

Our domestic cement sales volumes from our operations in Spain decreased 5% in 2020 compared to 2019, while ready-mix concrete sales volumes decreased 7% over the same period. The decreases in domestic cement and ready-mix concrete volumes reflected a deceleration in construction activity as a result of the implementation of stringent COVID-19 measures during 2020. Our operations in Spain represented 2% of our total revenues for the year ended December 31, 2020, in Dollar terms, before eliminations resulting from consolidation. Our cement export volumes from our operations in Spain, which represented 20% of our Spain cement sales volumes for the year ended December 31, 2020, increased 28% in 2020 compared to 2019. Of our total cement export volumes from our operations in Spain during 2020, 85% were to the United Kingdom and 15% were to the Rest

of EMEAA segment. Our average sales price of domestic cement of our operations in Spain increased 2%, in Euro terms, in 2020 compared to 2019, and our average sales price of ready-mix concrete increased 2%, in Euro terms, over the same period. For the year ended December 31, 2020, cement represented 64%, ready-mix concrete 23% and our aggregates and other businesses 13% of revenues in Dollar terms from our operations in Spain before intra-sector eliminations within the segment and before eliminations resulting from consolidation, as applicable.

As a result of decreases in domestic cement and ready-mix concrete sales volumes, partially offset by increases in domestic cement and ready-mix concrete sales prices, revenues from our operations in Spain, in Euro terms, decreased 3% in 2020 compared to 2019.

The Philippines

Our domestic cement sales volumes from our operations in the Philippines decreased 11% in 2020 compared to 2019. The decrease in domestic cement volumes was mainly due to implementation of stringent COVID-19 lockdown measures imposed by the government and by the closure of our Solid Cement Plant in Luzon for two months, partially mitigated by the subsequent reopening of our Solid Cement Plant. Our cement export volumes from our operations in the Philippines, which represented less than 1% of our Philippines cement sales volumes for the year ended December 31, 2020, increased 1% in 2020 compared to 2019. All of our total cement exports from our operations in Philippines during 2020 were to the Rest of EMEAA segment. Our revenues from our operations in the Philippines represented 3% of our total revenues for the year ended December 31, 2020, in Dollar terms, before eliminations resulting from consolidation. Our average sales price of domestic cement from our operations in the Philippines decreased 6%, in Philippine Peso terms, in 2020 compared to 2019. For the year ended December 31, 2020, cement represented 99% and our other businesses 1% of our revenues in Dollar terms from our operations in the Philippines before intra-sector eliminations within the segment and before eliminations resulting from consolidation, as applicable.

As a result of decreases in domestic cement sales volumes and sales prices, revenues of our operations in the Philippines, in Philippine Peso terms, decreased 17% in 2020 compared to 2019.

Israel

Our ready-mix concrete sales volumes from our operations in Israel increased 8% in 2020 compared to 2019. The increase in the ready-mix concrete sales volumes was mainly driven by continued construction activity in all sectors. Our operations in Israel represented 5% of our total revenues for the year ended December 31, 2020, in Dollar terms, before eliminations resulting from consolidation. Our average sales price of ready-mix concrete of our operations in Israel remained flat, in Israeli New Shekel terms, in 2020 compared to 2019. For the year ended December 31, 2020, ready-mix concrete represented 67% and our aggregates and other businesses 33% of revenues in Dollar terms from our operations in Israel before intra-sector eliminations within the segment and before eliminations resulting from consolidation, as applicable.

As a result of increases in ready-mix concrete sales volumes, revenues from our operations in Israel, in Israeli New Shekel terms, increased 10% in 2020 compared to 2019.

Rest of EMEAA

Our domestic cement sales volumes from our operations in the Rest of EMEAA segment increased 7% in 2020 compared to 2019, and ready-mix concrete sales volumes decreased 5% over the same period. Our cement export volumes from our operations in the Rest of EMEAA segment, which represented 6% of our Rest of EMEAA segment cement sales volumes for the year ended December 31, 2020, increased 60% in 2020 compared to 2019. Of our total cement export volumes from our operations in the Rest of EMEAA segment during 2020, 6% were to Germany, 4% were to Israel and 90% were to the Rest of EMEAA segment. Our

revenues from our operations in the Rest of EMEAA segment represented 7% of our total revenues for the year ended December 31, 2020, in Dollar terms, before eliminations resulting from consolidation. Our average sales price of domestic cement from our operations in the Rest of EMEAA segment decreased 4%, in Euro terms, in 2020 compared to 2019, and our average sales price of ready-mix concrete decreased 2%, in Euro terms, over the same period. For the year ended December 31, 2020, cement represented 57%, ready-mix concrete 32% and our aggregates and other businesses 11% of revenues in Dollar terms from our operations in the Rest of EMEAA segment before intra-sector eliminations within the segment and before eliminations resulting from consolidation, as applicable.

As a result of decreases in ready-mix concrete sales volumes and sales prices, as well, as decreases in domestic cement sales prices, partially offset by increases in domestic cement sales volumes, revenues in the Rest of EMEAA segment, in Euro terms, decreased 3%, in 2020 compared to 2019.

SCA&C

In 2020, our operations in the SCA&C region consisted of our operations in Colombia, Panama, the Dominican Republic, our Caribbean TCL operations, which represent our most significant operations in this region, and the Rest of SCA&C segment, Guatemala and El Salvador, excluding the acquired operations of the Caribbean TCL. Our revenues from our operations in the SCA&C region represented 12% of our total revenues in Dollar terms for the year ended December 31, 2020, before eliminations resulting from consolidation. As of December 31, 2020, our operations in the SCA&C region represented 9% of our total assets. Set forth below is a quantitative and qualitative analysis of the effects of the various factors affecting our revenues for our main operations in the SCA&C region.

Colombia

Our domestic cement sales volumes from our operations in Colombia decreased 17% in 2020 compared to 2019, and ready-mix concrete sales volumes decreased 26% over the same period. Activity in Colombia was strong before the implementation of the government's COVID-19 restrictions. Upon reopening of the industry, our volumes recovered, mainly driven by the residential sector and 4G-highway projects. Our revenues from our operations in Colombia represented 3% of our total revenues for the year ended December 31, 2020, in Dollar terms, before eliminations resulting from consolidation. Our average sales price of domestic cement from our operations in Colombia increased 8%, in Colombian Peso terms, in 2020 compared to 2019, and our average sales price of ready-mix concrete increased 2%, in Colombian Peso terms, over the same period. For the year ended December 31, 2020, cement represented 58%, ready-mix concrete 23% and our aggregates and other businesses 19% of our revenues in Dollar terms from our operations in Colombia before intra-sector eliminations within the segment and before eliminations resulting from consolidation, as applicable.

As a result of decreases in domestic cement and ready-mix concrete sales volumes, partially offset by increases in domestic cement and ready-mix concrete sales prices, revenues of our operations in Colombia, in Colombian Peso terms, decreased 10% in 2020 compared to 2019.

Panama

Our domestic cement sales volumes from our operations in Panama decreased 55% in 2020 compared to 2019, and ready-mix concrete sales volumes decreased 70% over the same period. The decreases in domestic cement and ready-mix concrete sales volumes in Panama were affected by the deceleration of the economy. The COVID-19 pandemic intensified an already-weakened demand environment. Our revenues from our operations in Panama represented 1% of our total revenues for the year ended December 31, 2020, in Dollar terms, before eliminations resulting from consolidation. Our average sales price of domestic cement from our operations in Panama decreased 6% in Dollar terms, in 2020 compared to 2019, and our average sales price of ready-mix concrete decreased 7%, in Dollar terms, over the same period. For the year ended December 31, 2020, cement

represented 76%, ready-mix concrete 16% and our aggregates and other businesses 8% of our revenues in Dollar terms from our operations in Panama before intra-sector eliminations within the segment and before eliminations resulting from consolidation, as applicable.

As a result of decreases in domestic cement sales volumes and sales prices and ready-mix concrete sales volumes and sales prices, revenues of our operations in Panama, in Dollar terms, decreased 56% in 2020 compared to 2019.

Caribbean TCL

Our domestic cement sales volumes from our operations in Caribbean TCL increased 5% in 2020 compared to 2019, while ready-mix concrete sales volumes decreased 38% over the same period. The decreases in ready-mix concrete volumes reflected a deceleration in construction activity as a result of the implementation of stringent COVID-19 measures. Our revenues from our operations in Caribbean TCL represented 2% of our total revenues for the year ended December 31, 2020, in Dollar terms, before eliminations resulting from consolidation. Our cement export volumes from our operations in Caribbean TCL segment represented 21% of our Caribbean TCL cement sales volumes for the year ended December 31, 2020, remained flat in 2020 compared to 2019. All of our total cement exports from our operations in Caribbean TCL during 2020 were to the Rest of SCA&C segment. Our average sales price of domestic cement of our operations in Caribbean TCL decreased 3%, in Trinidad and Tobago Dollar terms, in 2020 compared to 2019, and our average sales price of ready-mix concrete decreased 5%, in Trinidad and Tobago Dollar terms, over the same period. For the year ended December 31, 2020, cement represented 90%, ready-mix concrete 2% and our other businesses 8% of revenues in Dollar terms from our operations in Caribbean TCL before intra-sector eliminations within the segment and before eliminations resulting from consolidation, as applicable.

As a result of increases in domestic cement sales volumes, partially offset by decreases in ready-mix concrete sales volumes and sales prices and domestic cement sales prices, revenues of our operations in Caribbean TCL, in Trinidad and Tobago Dollar terms, increased 2% in 2020 compared to 2019.

Dominican Republic

Our domestic cement sales volumes from our operations in the Dominican Republic decreased 5% in 2020 compared to 2019, while ready-mix concrete sales volumes decreased 42% over the same period. The decreases in our domestic cement and ready-mix concrete sales volumes in the Dominican Republic region were mainly driven by government restrictions implemented since mid-March 2020 that slowed down the demand for our products. Domestic cement and ready-mix sales prices continued their positive trend. Our operations in the Dominican Republic represented 2% of our total revenues for the year ended December 31, 2020, in Dollar terms, before eliminations resulting from consolidation. Our cement export volumes from our operations in the Dominican Republic, which represented 9% of our Dominican Republic cement sales volumes for the year ended December 31, 2020, decreased 38% in 2020 compared to 2019. Of our total cement export volumes from our operations in the Dominican Republic during 2020, 99% were to our Rest of SCA&C segment and 1% were to the Rest of EMEAA segment. Our average sales price of domestic cement of our operations in the Dominican Republic increased 15%, in Dominican Peso terms, in 2020 compared to 2019, and our average sales price of ready-mix concrete increased 5%, in Dominican Peso terms, over the same period. For the year ended December 31, 2020, cement represented 76%, ready-mix concrete 6% and our aggregates and other businesses 18% of revenues in Dollar terms from our operations in the Dominican Republic before intra-sector eliminations within the segment and before eliminations resulting from consolidation, as applicable.

As a result of increases in domestic cement and ready-mix concrete sales prices, partially offset by decreases in domestic cement and ready-mix concrete sales volumes, revenues from our operations in the Dominican Republic, in Dominican Peso terms, increased 4% in 2020 compared to 2019.

Rest of SCA&C

Our domestic cement volumes from our operations in the Rest of SCA&C segment increased 3% in 2020 compared to 2019, and ready-mix concrete sales volumes decreased 29% over the same period. Our cement export volumes from our operations in the Rest of SCA&C segment, which represented 6% of our Rest of SCA&C segment cement sales volumes for the year ended December 31, 2020, increased 4% in 2020 compared to 2019. All of our total cement export volumes from our operations in the Rest of SCA&C segment during 2020, were within the same region. Our revenues from our operations in the Rest of SCA&C segment represented 4% of our total revenues for the year ended December 31, 2020, in Dollar terms, before eliminations resulting from consolidation. Our average sales price of domestic cement from our operations in the Rest of SCA&C segment decreased 1% in Dollar terms, in 2020 compared to 2019, and our average sales price of ready-mix concrete decreased 7%, in Dollar terms, over the same period. For the year ended December 31, 2020, cement represented 88%, ready-mix concrete 6% and our aggregates and other businesses 6% of revenues in Dollar terms from our operations in the Rest of SCA&C segment before intra-sector eliminations within the segment and before eliminations resulting from consolidation, as applicable.

As a result of decreases in ready-mix concrete sales volumes and sales prices and domestic cement sales prices, partially offset by increases in domestic cement sales volumes, revenues of our operations in the Rest of SCA&C segment, in Dollar terms, decreased 1% in 2020 compared to 2019.

Others (Revenues)

Revenues from our Others segment decreased 13% before intra-sector eliminations within the segment and before eliminations resulting from consolidation, as applicable, in 2020 compared to 2019, in Dollar terms. The decrease resulted from lower revenue in our information technology solutions company. Our revenues from our Others segment represented 6% of our total revenues for the year ended December 31, 2020, in Dollar terms, before eliminations resulting from consolidation. For the year ended December 31, 2020, our information technology solutions company represented 30% and our trading operations represented 40% of our revenues in our Others segment, in Dollar terms.

Cost of Sales

Our cost of sales, including depreciation, remained flat, recognizing $8,825 million in 2019 to $8,791 million in 2020. As a percentage of revenues, cost of sales increased from 67% in 2019 to 68% in 2020. The increase in cost of sales as a percentage of revenues was mainly driven by transportation cost, as well as purchased cement and clinker costs, partially offset by lower fuel costs. Our cost of sales includes freight expenses of raw materials used in our producing plants.

Gross Profit

For the reasons described above, our gross profit decreased 3% from $4,305 million in 2019 to $4,179 million in 2020. As a percentage of revenues, gross profit decreased from 33% in 2019 to 32% in 2020. In addition, our gross profit may not be directly comparable to those of other entities that include all their freight expenses in cost of sales. As described below, we include freight expenses of finished products from our producing plants to our points of sale and from our points of sale to our customers' locations within operating expenses as part of distribution and logistics expenses.

Operating expenses

Our operating expenses, which are represented by administrative, selling and distribution and logistics expenses, decreased 5%, from $2,972 million in 2019 to $2,836 million in 2020. As a percentage of revenues, operating expenses decreased from 23% in 2019 to 22% in 2020. The decrease as a percentage of revenues

resulted primarily from operational improvements due to Operation Resilience cost savings from reduction in fees, sales, travel and headcount expense. Our operating expenses include expenses related to personnel, equipment and services involved in sales activities and storage of product at points of sale, which are included as part of the operating expenses, as well as freight expenses of finished products between plants and points of sale and freight expenses between points of sale and the customers' facilities, which are included as part of the line item "Distribution and logistics expenses." For the years ended December 31, 2019 and 2020, selling expenses included as part of the line item "Operating expenses" amounted to $371 million and $337 million, respectively. As discussed above, we include freight expenses of finished products from our producing plants to our points of sale and from our points of sale to our customers' locations within distribution and logistics expenses, which in the aggregate represented costs of $1,489 million in 2019 and $1,423 million in 2020. As a percentage of revenues, distribution and logistics expenses remained flat at 11% in 2019 and in 2020.

Operating Earnings Before Other Expenses, Net

For the reasons described above, our operating earnings before other expenses, net increased 1% from $1,333 million in 2019 to $1,343 million in 2020. As a percentage of revenues, operating earnings before other expenses, net remained flat at 10% in 2019 and in 2020. Additionally, set forth below is a quantitative and qualitative analysis of the effects of the various factors affecting our operating earnings before other expenses, net on a reporting segment basis.

Mexico

Our operating earnings before other expenses, net, from our operations in Mexico increased 7% in 2020 compared to 2019, in Mexican Peso terms. Our operating earnings before other expenses, net from our operations in Mexico represented 58% of our total operating earnings before other expenses, net for the year ended December 31, 2020, in Dollar terms. The increase resulted primarily from the increase in our revenues driven by formal construction activity.

United States

Our operating earnings before other expenses, net, from our operations in the United States increased 30% in 2020 compared to 2019, in Dollar terms. Our operating earnings before other expenses, net from our operations in the United States represented 23% of our total operating earnings before other expenses, net for the year ended December 31, 2020, in Dollar terms. The increase resulted primarily from the increase in our revenues in the United States segment and due to operational improvements in the United States.

EMEAA

United Kingdom. Our operating earnings before other expenses, net, from our operations in the United Kingdom decreased 61%, in Pound terms, in 2020 compared to 2019. Our operating earnings before other expenses, net from our operations in the United Kingdom represented 2% of our total operating earnings before other expenses, net for the year ended December 31, 2020, in Dollar terms. The decrease resulted primarily from the decrease in our revenues in the United Kingdom.

France. Our operating earnings before other expenses, net, from our operations in France decreased 45%, in Euro terms, in 2020 compared to 2019. Our operating earnings before other expenses, net from our operations in France represented 2% of our total operating earnings before other expenses, net for the year ended December 31, 2020, in Dollar terms. The decrease resulted primarily from the decrease in our revenues.

Germany. Our operating earnings before other expenses, net, from our operations in Germany increased 9%, in Euro terms, in 2020 compared to 2019. Our operating earnings before other expenses, net from our operations in Germany represented 3% of our total operating earnings before other expenses, net for the year ended December 31, 2020, in Dollar terms. The increase resulted primarily from the increase in our revenues in Germany.

Spain. Our operating loss before other expenses, net, from our operations in Spain decreased 22% in 2020 compared to 2019, in Euro terms. Our operating loss before other expenses, net from our operations in Spain represented a loss of $14 million, which was a negative impact of 1% of our total operating earnings before other expenses, net for the year ended December 31, 2020, in Dollar terms. The decrease resulted primarily from operational improvements.

The Philippines. Our operating earnings before other expenses, net, from our operations in the Philippines decreased 14% in 2020 compared to 2019, in Philippine Peso terms. Our operating earnings before other expenses, net from our operations in the Philippines represented 5% of our total operating earnings before other expenses, net for the year ended December 31, 2020, in Dollar terms. The decrease resulted primarily from the decrease in our revenues, partially offset by our cost containment efforts.

Israel. Our operating earnings before other expenses, net, from our operations in Israel increased 27% in 2020 compared to 2019, in Israeli New Shekel terms. Our operating earnings before other expenses, net from our operations in Israel represented 6% of our total operating earnings before other expenses, net for the year ended December 31, 2020, in Dollar terms. The increase in Israel operating earnings resulted primarily from the increase in our revenues.

Rest of EMEAA. Our operating earnings before other expenses, net, from our operations in the Rest of EMEAA segment increased 15% in 2020 compared to 2019, in Euro terms. Our operating earnings before other expenses, net from our operations in the Rest of EMEAA segment represented 5% of our total operating earnings before other expenses, net for the year ended December 31, 2020, in Dollar terms. This increase relates primarily to costs and expenses reductions mainly in Croatia due to lower production costs and in Poland due to lower operating cost, as well as a decrease in fuels costs, partially offset by a decrease in our revenues.

SCA&C

Colombia. Our operating earnings before other expenses, net, from our operations in Colombia increased 11% in 2020 compared to 2019, in Colombian Peso terms. Our operating earnings before other expenses, net from our operations in Colombia represented 4% of our total operating earnings before other expenses, net for the year ended December 31, 2020, in Dollar terms. The increase resulted primarily from a reduction in production costs due to plant maintenance during 2019 as well as lower operating expenses for saving initiatives, partially offset by a decrease in our revenues.

Panama. Our operating earnings before other expenses, net, from our operations in Panama decreased significantly in 2020 compared to 2019, from an operating earnings before other expenses, net of $31 million to an operating loss before other expenses, net of $4 million. Our operating earnings before other expenses, net from our operations in Panama represented less than 1% of our total operating earnings before other expenses, net for the year ended December 31, 2020, in Dollar terms. The decrease resulted primarily from the decrease in our revenues.

Caribbean TCL. Our operating earnings before other expenses, net, from our operations in Caribbean TCL increased 32% in 2020 compared to 2019, in Trinidad and Tobago Dollar terms. Our operating earnings before other expenses, net from our Caribbean TCL operations represented 3% of our total operating earnings before other expenses, net for the year ended December 31, 2020, in Dollar terms. The increase resulted primarily from operational improvements and saving initiatives and by an increase in our revenues.

Dominican Republic. Our operating earnings before other expenses, net, from our operations in the Dominican Republic increased 13% in 2020 compared to 2019, in Dominican Peso terms. Our operating earnings before other expenses, net from our operations in the Dominican Republic represented 6% of our total operating earnings before other expenses, net for the year ended December 31, 2020, in Dollar terms. The increase resulted primarily from a decrease in maintenance costs, lower distribution expenses and other operating expenses for saving initiatives, as well as, increase in our revenues.

Rest of SCA&C. Our operating earnings before other expenses, net, from our operations in the Rest of SCA&C segment increased 21% in 2020 compared to 2019, in Dollar terms. Our operating earnings before other expenses, net from our operations in the Rest of SCA&C segment represented 8% of our total operating earnings before other expenses, net for the year ended December 31, 2020, in Dollar terms. The increase resulted primarily from a benefit in Guatemala and Puerto Rico derived from lower variable cost and a strong effort to minimize operating expenses, partially offset by a decrease in our revenues.

Others. Our operating loss before other expenses, net, from our operations in our Others segment increased 2% in 2020 compared to 2019, in Dollar terms. The increase in the operating loss before other expenses resulted primarily from the decrease in our revenues.

Other Expenses, Net. Our other expenses, net, increased significantly, in Dollar terms, from an expense of $347 million in 2019 to an expense of $1,779 million in 2020, including in both years, expenses related to property damages and natural disasters of $55 million in 2019 and $11 million in 2020. In addition, other expenses, net, which includes impairment losses, restructuring cost, contingency expenses that were COVID-19 related, results from the sale of assets and others. The increase in our other expenses, net, in 2020 resulted primarily from aggregate non-cash impairment losses of $1,520 million, of which, $1,020 million relates to goodwill in our operating segment in the United States considering the high volatility, lack of visibility, the economic environment and reduced outlook associated with the effects of the COVID-19 pandemic. Moreover, in our operating segment in the United States, we recognized an impairment loss of other intangible assets for $194 million. In addition, during the year ended December 31, 2020, we recognized non-cash impairment losses of idle fixed assets for an aggregate amount of $306 million, mainly related to assets in the United States, Spain and the United Kingdom. Moreover, we had an increase in our restructuring cost in the twelve-month period ended December 31, 2020 compared to the same period in 2019. See notes 7, 15 and 16 to our 2020 audited consolidated financial statements included elsewhere in this annual report.

The most significant items included under this caption for the years ended December 31, 2019 and 2020, are as follows:

	For the Years Ended December 31,	
	2019	2020
	(in millions of Dollars)	
Impairment losses	$ 64	$ 1,520
Results from the sale of assets and others, net	230	127
Restructuring costs	48	81
Incremental costs and expenses related to the COVID-19 Pandemic	—	48
Charitable contributions	5	3
	$ 347	$ 1,779

Financial expense. Our financial expense increased 9%, from $711 million in 2019 to $777 million in 2020, primarily attributable to premium payments and an increase in our financial debt during 2020 compared to 2019. The increase in our financial debt was mainly to improve our liquidity in light of the uncertainty of the COVID-19 pandemic. Such increases were partially offset by lower interest rates on our financial debt during 2020 compared to 2019. See notes 2 and 17.1 to our 2020 audited consolidated financial statements included elsewhere in this annual report.

Financial income and other items, net. Our financial income and other items, net, in Dollar terms, increased 55%, from an expense of $71 million in 2019 to an expense of $110 million in 2020. The increase in 2020 is mainly a result of the decrease in the discount rates in the United Kingdom utilized by the Company to determine its environmental remediation liabilities and by a loss in connection with the results from financial instruments,

partially offset by result of the foreign exchange results due to the fluctuation of the Mexican Peso against the Dollar. See notes 8.2 and 17.4 to our 2020 audited consolidated financial statements included elsewhere in this annual report.

The most significant items included under this caption for the years ended December 31, 2019 and 2020 are as follows:

	For the Year Ended December 31,	
	2019	2020
	(in millions of Dollars)	
Financial income and other items, net:		
Effects of amortized cost on assets and liabilities and others, net	$ (59)	$ (122)
Results from financial instruments, net	(1)	(17)
Foreign exchange results	(32)	6
Financial income	21	20
Other	—	3
	$ (71)	$ (110)

Income Taxes. Our income tax effect in the statements of operations, which is comprised of current income taxes plus deferred income taxes, decreased 68% from an expense of $162 million in 2019 to $52 million in 2020. Our current income tax expense increased from $143 million in 2019 to $174 million in 2020, mainly as a result of increases in taxes in Poland, Jamaica, Costa Rica and Mexico. Our deferred income tax expense decreased from a deferred income tax expense of $19 million in 2019 to a deferred income tax revenue of $122 million in 2020, mainly associated with the recognition of deferred tax assets related to the impairments of fixed assets in the United States, the United Kingdom and Spain, among other countries. See notes 20.1, 20.2, 20.3 and 20.4 to our 2020 audited consolidated financial statements included elsewhere in this annual report.

For each of the years ended December 31, 2019 and 2020, our statutory income tax rate in Mexico was 30%. Considering a decrease in our earnings before income tax from $253 million in 2019 to a loss before income tax of $1,274 million in 2020, as well as differences between accounting and tax expenses, partially offset by the recognition of deferred tax assets during 2020, our average effective income tax rate decreased from an effective income tax rate of 64.0% in 2019 to a negative effective income tax rate of 4.1% in 2020. Our average effective tax rate equals the net amount of income tax expense divided by earnings before income taxes, as these line items are reported in our consolidated statements of operations. See “Item 3—Key Information—Risk Factors—Risks Relating to Our Business—Certain tax matters may have a material adverse effect on our cash flow, financial condition and net income, as well as on our reputation” and note 20.3 to our 2020 audited consolidated financial statements included elsewhere in this annual report.

Net Income from continuing operations. For the reasons described above, our net income from continuing operations for 2020 decreased significantly, from a net income from continuing operations of $91 million in 2019 to a net loss from continuing operations of $1,326 million in 2020. As a percentage of revenues, net income from continuing operations represented 1% for the year ended as of December 31, 2019 and a net loss from continuing operations represented 10% for the year ended as of December 31, 2020.

Discontinued operations. For the years ended December 31, 2019 and 2020, our discontinued operations included in our consolidated statements of operations amounted to a net income from discontinued operations of $88 million and a net loss from discontinued operations of $120 million, respectively. As a percentage of revenues, gain of discontinued operations, net of tax, represented 1% for the year ended as of December 31, 2019, and the loss of discontinued operations, net of tax, represented 1% for the year ended as of December 31, 2020. See note 5.2 to our 2020 audited consolidated financial statements included elsewhere in this annual report.

Consolidated Net Income. For the reasons described above, our consolidated net income (before deducting the portion allocable to non-controlling interest) for 2020 decreased significantly, from a consolidated net income of $179 million in 2019 to a consolidated net loss of $1,446 million in 2020. As a percentage of revenues, consolidated net income represented 1% for the year ended as of December 31, 2019, and consolidated net loss represented 11% for the year ended as of December 31, 2020.

Non-controlling Interest Net Income. Changes in non-controlling interest net income in any period reflect changes in the percentage of the stock of our subsidiaries held by non-associated third parties as of the end of each month during the relevant period and the consolidated net income attributable to those subsidiaries. Non-controlling interest net income decreased 42%, from an income of $36 million in 2019 to an income of $21 in 2020, primarily attributable to a decrease in the net income of the consolidated entities in which others have a non-controlling interest and to the decrease in non-controlling interest due to the repurchases shares in CLH and CHP. See note 21.4 to our 2020 audited consolidated financial statements included elsewhere in this annual report.

Controlling Interest Net Income. Controlling interest net income represents the difference between our consolidated net income and non-controlling interest net income, which is the portion of our consolidated net income attributable to those of our subsidiaries in which non-associated third parties hold interests. For the reasons described above, our controlling interest net income decreased significantly, from a controlling interest net income of $143 million in 2019 to a controlling interest net loss of $1,467 million in 2020. As a percentage of revenues, controlling interest net income, represented 1% for the year ended as of December 31, 2019, and controlling interest net loss, represented 11% for the year ended as of December 31, 2020.

Year Ended December 31, 2019 Compared to Year Ended December 31, 2018

Summarized in the table below are the percentage (%) increases (+) and decreases (-) for the year ended December 31, 2019, compared to the year ended December 31, 2018, in our domestic cement and ready-mix concrete sales volumes, as well as export sales volumes of cement and domestic cement and ready-mix concrete average sales prices for each of our reporting segments.

Reporting segments represent the components of CEMEX that engage in business activities from which we may earn revenues and incur expenses, whose operating results are regularly reviewed by the entity's top management to make decisions about resources to be allocated to the segments and assess their performance, and for which discrete financial information is available. We operate geographically and by line of business on a regional basis. For the reported periods, our operations were organized in four geographical regions, each under the supervision of a regional president, as follows: 1) Mexico, 2) the United States, 3) EMEAA and 4) SCA&C. The accounting policies applied to determine the financial information by reporting segment are consistent with those described in note 3 to our 2020 audited consolidated financial statements included elsewhere in this annual report.

Considering similar regional and economic characteristics and/or materiality, certain countries have been aggregated and presented as single line items as follows: (i) “Rest of EMEAA”; (ii) “Rest of SCA&C”; and (iii) Caribbean TCL. The segment “Others” refers to: (1) cement trade maritime operations, (2) Neoris N.V., our subsidiary involved in the business of information technology solutions, (3) CEMEX, S.A.B. de C.V., other corporate entities and finance subsidiaries and (4) other minor subsidiaries with different lines of business.

The table below and the other volume data presented by reporting segment in this “—Year Ended December 31, 2019 Compared to Year Ended December 31, 2018” section are presented before eliminations resulting from consolidation (including those shown in note 5.3 to our 2020 audited consolidated financial statements included elsewhere in this annual report).

	Domestic Sales Volumes		Export Sales Volumes	Average Domestic Sales Prices in Local Currency(1)	
Reporting Segment	Cement	Ready-Mix Concrete	Cement	Cement	Ready-Mix Concrete
Mexico	-15%	-14%	+22%	+2%	+3%
United States	-2%	+2%	—	+4%	+3%
EMEAA					
United Kingdom	-3%	-1%	—	+3%	+1%
France	—	+1%	—	—	+3%
Germany	+1%	-6%	+11%	+5%	+5%
Spain	+4%	+26%	-58%	+4%	+2%
Philippines	-3%	—	-10%	+4%	—
Israel	—	+5%	—	—	-1%
Rest of EMEAA	-11%	-11%	-12%	+11%	+8%
SCA&C					
Colombia	+9%	+5%	—	+5%	Flat
Panama	-15%	-28%	+80%	-6%	-3%
Caribbean TCL	-4%	-15%	+19%	Flat	-7%
Dominican Republic	+6%	-5%	-6%	+9%	+9%
Rest of SCA&C	-11%	-29%	-10%	Flat	+7%

“—” = Not Applicable

(1) Represents the average change in domestic cement and ready-mix concrete prices in local currency terms. For purposes of a reporting segment consisting of a region, the average prices in local currency terms for each individual country within the region are first translated into Dollar terms (except for the Rest of EMEAA segment, in which they are translated first into Euros) at the exchange rates in effect as of the end of the reporting period. Variations for a region represent the weighted average change of prices in Dollar terms (except for the Rest of EMEAA segment, in which they represent the weighted average change of prices in Euros) based on total sales volumes in the region.

On a consolidated basis, our cement sales volumes decreased 7%, from 67.2 million tons in 2018 to 62.8 million tons in 2019, and our ready-mix concrete sales volumes decreased 3%, from 51.7 million cubic meters in 2018 to 50.1 cubic meters in 2019. Our revenues decreased 3%, from $13,531 million in 2018 to $13,130 million in 2019, and our operating earnings before other expenses, net decreased 22%, from $1,703 million in 2018 to $1,333 million in 2019. See the table below for a breakdown according to reporting segment.

The following tables present selected financial information for revenues and operating earnings before other expenses, net for each of our reporting segments for the years ended December 31, 2018 and 2019. The revenues information in the table below are presented before eliminations resulting from consolidation (including those shown in note 5.3 to our 2020 audited consolidated financial statements included elsewhere in this annual report). Variations in revenues determined on the basis of Dollars include the appreciation or depreciation which

occurred during the period between the local currencies of the countries in the regions vis-à-vis the Dollar; therefore, such variations differ substantially from those based solely on the countries' local currencies:

Reporting Segment	Variation in Local Currency(1)	Approximate Currency Fluctuations	Variation in Dollars	Revenues For the Year Ended 2018	2019
			(in millions of Dollars)		
Mexico	-12%	—	-12%	$ 3,302	$ 2,897
United States	+5%	—	+5%	3,614	3,780
EMEAA					
United Kingdom	+1%	-4%	-3%	773	749
France	+2%	-5%	-3%	895	869
Germany	+8%	-6%	+2%	429	439
Spain	+1%	-5%	-4%	334	319
Philippines	Flat	+2%	+2%	448	458
Israel	+3%	+2%	+5%	630	660
Rest of EMEAA	-5%	-7%	-12%	1,090	958
SCA&C					
Colombia	+7%	-11%	-4%	524	504
Panama	-18%	—	-18%	222	181
Caribbean TCL	-2%	—	-2%	254	248
Dominican Republic	+16%	-4%	+12%	218	245
Rest of SCA&C	-13%	—	-13%	590	511
Others	-11%	—	-11%	1,247	1,104
Revenues from continuing operations before eliminations resulting from consolidation			-4%	$14,570	$13,922
Eliminations resulting from consolidation				(1,039)	(792)
Revenues from continuing operations			-3%	$13,531	$13,130

Reporting Segment	Variation in Local Currency(1)	Approximate Currency Fluctuations	Variation in Dollars	Operating Earnings Before Other Expenses, Net For the Year Ended December 31, 2018	2019
			(in millions of Dollars)		
Mexico	-24%	—	-24%	$ 1,069	$ 810
United States	-25%	—	-25%	317	237
EMEAA					
United Kingdom	+1%	-1%	Flat	50	50
France	+19%	-7%	+12%	41	46
Germany	+301%	+10%	+311%	9	37
Spain	-5%	-5%	-10%	(20)	(18)
Philippines	+37%	+2%	+39%	57	79
Israel	-2%	+2%	Flat	66	66
Rest of EMEAA	-30%	+2%	-28%	85	61
SCA&C					
Colombia	Flat	-10%	-10%	68	61
Panama	-36%	-1%	-37%	49	31
Caribbean TCL	-15%	—	-15%	39	33
Dominican Republic	+51%	-4%	+47%	51	75
Rest of SCA&C	-22%	—	-22%	112	87
Others	-11%	—	-11%	(290)	(322)
Operating earnings before other expenses, net from continuing operations			-22%	$ 1,703	$ 1,333

"—" = Not Applicable

(1) Represents the variation in local currency terms. For purposes of a reporting segment consisting of a region, the variation in local currency terms for each individual country within the region are first translated into Dollar terms (except for the Rest of EMEAA segment, in which they are translated first into Euros) at the exchange rates in effect as of the end of the reporting period. Variations for a region represent the change in Dollar terms (except for the Rest of EMEAA segment, in which they represent the change in Euros), net, in the region.

Revenues. Our consolidated revenues decreased 3%, from $13,531 million in 2018 to $13,130 million in 2019. The decrease was mainly due to a decrease in our consolidated cement and ready-mix concrete sales volumes, mainly in our Mexican operations. Set forth below is a quantitative and qualitative analysis of the various factors affecting our revenues on a reporting segment basis. The discussion of volume data and revenues information below is presented before eliminations resulting from consolidation as described in note 5.3 to our 2020 audited consolidated financial statements included elsewhere in this annual report.

Mexico

Our domestic cement sales volumes from our operations in Mexico decreased 15% in 2019 compared to 2018, and ready-mix concrete sales volumes decreased 14% over the same period. Our revenues from our operations in Mexico represented 21% of our total revenues for the year ended December 31, 2019, in Dollar terms, before eliminations resulting from consolidation. The decrease in domestic cement and ready-mix concrete sales volumes was primarily attributable to muted public and private investment in a government-transition year and by delays and suspensions of building permits in Mexico City. The commercial sector was the main driver of demand during the year, with favorable dynamics in tourism-related investments and commercial projects. The formal residential sector continued to be supported by mortgages from commercial banks and to a lesser degree by the Mexican National Housing Institute (*Instituto del Fondo Nacional de la Vivienda para los Trabajadores*) ("INFONAVIT"). Our cement export volumes from our operations in Mexico, which represented 9% of our Mexican cement sales volumes for the year ended December 31, 2019, increased 22% in 2019 compared to 2018. Of our total cement export volumes from our operations in Mexico during 2019, 67% was shipped to the U.S. and 33% to our Rest of SCA&C segment. Our average sales price of domestic cement from our operations in Mexico increased 2%, in Mexican Peso terms, in 2019 compared to 2018, and our average sales price of ready-mix concrete increased 3%, in Mexican Peso terms, over the same period. For the year ended December 31, 2019, cement represented 58%, ready-mix concrete 23% and our aggregates and other businesses 19% of our revenues in Dollar terms from our operations in Mexico before intra-sector eliminations within the segment and before eliminations resulting from consolidation, as applicable.

As a result of decreases in domestic cement and ready-mix concrete sales volumes, partially offset by increases in our domestic cement and ready-mix concrete sales prices, our revenues in Mexico, in Mexican Peso terms, decreased 12% in 2019 compared to 2018.

United States

Our domestic cement sales volumes from our operations in the United States decreased 2% in 2019 compared to 2018, and ready-mix concrete sales volumes increased 2% over the same period. The decrease in domestic cement sales volumes was primarily attributable to bad weather in some of our key states, coupled with weak residential performance during the first half of 2019, as well as unfavorable competitive dynamics in Florida. Activity in the residential sector increased during the second half of 2019, supported by lower interest rates. Infrastructure activity, particularly street-and-highway spending, remained dynamic and was driven by funding at the state/local level. In the industrial-and-commercial sector, a decrease in commercial construction was offset by growth in offices and lodging. Our operations in the U.S. represented 27% of our total revenues for the year ended December 31, 2019, in Dollar terms, before eliminations resulting from consolidation. Our average domestic cement sales prices of our operations in the U.S. increased 4%, in Dollar terms, in 2019 compared to 2018, and our average ready-mix concrete sales price increased 3%, in Dollar terms, over the same

period. For the year ended December 31, 2019, cement represented 32%, ready-mix concrete 43% and our aggregates and other businesses 25% of revenues in Dollar terms from our operations in the U.S. before intra-sector eliminations within the segment and before eliminations resulting from consolidation, as applicable.

As a result of the increases in domestic ready-mix concrete sales volumes and our domestic cement and ready-mix concrete sales prices, partially offset by decreases in domestic cement sales volumes, revenues from our operations in the U.S., in Dollar terms, increased 5% in 2019 compared to 2018.

EMEAA

In 2019, our operations in the EMEAA region consisted of our operations in the United Kingdom, France, Germany, Spain, Philippines and Israel, which represent the most significant operations in this region, in addition to the Rest of EMEAA segment. Our revenues from our operations in the EMEAA region represented 31% of our total revenues for the year ended December 31, 2019, in Dollar terms, before eliminations resulting from consolidation. As of December 31, 2019, our operations in the EMEAA region represented 21% of our total assets. The infrastructure sector was the main contributor to growth in regional cement demand during 2019. Multi-year projects in UK, Germany, Poland and France, favorable activity in the residential sector in Spain, Poland, Germany and the Czech Republic and positive performance in the industrial-and-commercial sector in all countries except for the UK supported cement demand growth in 2019. Set forth below is a quantitative and qualitative analysis of the effects of the various factors affecting our revenues for our main operations in the EMEAA region.

United Kingdom

Our domestic cement sales volumes from our operations in the United Kingdom decreased 3% in 2019 compared to 2018, and ready-mix concrete sales volumes decreased 1% over the same period. The decreases in domestic cement and ready-mix concrete sales volumes reflect continued uncertainty around Brexit. Our operations in the United Kingdom represented 5% of our total revenues for the year ended December 31, 2019, in Dollar terms, before eliminations resulting from consolidation. Our average sales price of domestic cement from our operations in the United Kingdom increased 3%, in Pound terms, in 2019 compared to 2018, and our average sales price of ready-mix concrete increased 1%, in Pound terms, over the same period. For the year ended December 31, 2019, cement represented 21%, ready-mix concrete 29% and our aggregates and other businesses 50% of revenues in Dollar terms from our operations in the United Kingdom before intra-sector eliminations within the segment and before eliminations resulting from consolidation, as applicable.

As a result of increases in our domestic cement and ready-mix concrete sales prices, partially offset by decreases in domestic cement and ready-mix concrete volumes, revenues from our operations in the United Kingdom, in Pound terms, increased 1% in 2019 compared to 2018.

France

Our ready-mix concrete sales volumes from our operations in France increased 1% in 2019 compared to 2018. Being in the intensive phase of a large project, such as the “Grand Paris” project, as well as demand from the industrial-and-commercial sector, benefited our France operations. Our operations in France represented 6% of our total revenues for the year ended December 31, 2019, in Dollar terms, before eliminations resulting from consolidation. Our average sales price of ready-mix concrete of our operations in France increased 3%, in Euro terms, in 2019 compared to 2018. For the year ended December 31, 2019, ready-mix concrete represented 67% and our aggregates and other businesses 33% of revenues in Dollar terms from our operations in France before intra-sector eliminations within the segment and before eliminations resulting from consolidation, as applicable.

As a result of the increases in our ready-mix concrete sales volumes and sales prices, revenues from our operations in France, in Euro terms, increased 2% in 2019 compared to 2018.

Germany

Our domestic cement sales volumes from our operations in Germany increased 1% in 2019 compared to 2018, and ready-mix concrete sales volumes decreased 6% over the same period. The infrastructure sector was the main contributor to growth in domestic cement demand during 2019. Multi-year projects in Germany, favorable activity in the residential sector and positive performance in the industrial-and-commercial sector supported cement demand growth in 2019. Our operations in Germany represented 3% of our total revenues for the year ended December 31, 2019, in Dollar terms, before eliminations resulting from consolidation. Our cement export volumes from our operations in Germany, which represented 27% of our Germany cement sales volumes for the year ended December 31, 2019 increased 11% in 2019 compared to 2018. All of our total cement export volumes from our operations in Germany during 2019, were to our Rest of EMEAA segment. Our average sales price of domestic cement from our operations in Germany increased 5%, in Euro terms, in 2019 compared to 2018, and our average sales price of ready-mix concrete increased 5%, in Euro terms, over the same period. For the year ended December 31, 2019, cement represented 40%, ready-mix concrete 38% and our aggregates and other businesses 22% of revenues in Dollar terms from our operations in Germany before intra-sector eliminations within the segment and before eliminations resulting from consolidation, as applicable.

As a result of the increases in our domestic cement and ready-mix concrete sales prices and domestic cement sales volume, partially offset by decreases in ready-mix concrete sales volumes, revenues from our operations in Germany, in Euro terms, increased 8% in 2019 compared to 2018.

Spain

Our domestic cement sales volumes from our operations in Spain increased 4% in 2019 compared to 2018, while ready-mix concrete sales volumes increased 26% over the same period. The increases in domestic cement and ready-mix concrete volumes reflected improvement in the residential sector in Spain while the industrial-and-commercial sector also showed a positive performance. Our operations in Spain represented 2% of our total revenues for the year ended December 31, 2019, in Dollar terms, before eliminations resulting from consolidation. Our cement export volumes from our operations in Spain, which represented 16% of our Spain cement sales volumes for the year ended December 31, 2019, decreased 58% in 2019 compared to 2018. Of our total cement export volumes from our operations in Spain during 2019, 53% were to the United Kingdom, 19% were to the Rest of EMEAA segment, 22% were to Colombia and 6% were to the Rest of Asia, Middle East and Africa region. Our average sales price of domestic cement of our operations in Spain increased 4%, in Euro terms, in 2019 compared to 2018, and our average sales price of ready-mix concrete increased 2%, in Euro terms, over the same period. For the year ended December 31, 2019, cement represented 64%, ready-mix concrete 24% and our aggregates and other businesses 12% of revenues in Dollar terms from our operations in Spain before intra-sector eliminations within the segment and before eliminations resulting from consolidation, as applicable.

As a result of increases in our domestic cement and ready-mix concrete sales volumes and sales prices, revenues from our operations in Spain, in Euro terms, increased 1% in 2019 compared to 2018.

The Philippines

Our domestic cement sales volumes from our operations in the Philippines decreased 3% in 2019 compared to 2018. Despite an improvement in activity early in the year, the decrease in domestic cement volumes was mainly caused by adverse weather conditions in December 2019, due to two typhoons which hit Luzon and Visayas, our most important markets. Our cement export volumes from our operations in the Philippines, which represented less than 1% of our Philippines cement sales volumes for the year ended December 31, 2019, decreased 10% in 2019 compared to 2018. All of our total cement exports from our operations in Philippines during 2019 were to the Rest of Asia, Middle East and Africa region. Our revenues from our operations in the Philippines represented 3% of our total revenues for the year ended December 31, 2019, in Dollar terms, before eliminations resulting from consolidation. Our average sales price of domestic cement from our operations in the

Philippines increased 4%, in Philippine Peso terms, in 2019 compared to 2018. For the year ended December 31, 2019, cement represented 99.6% and our aggregate and other businesses 0.4% of our revenues in Dollar terms from our operations in the Philippines before intra-sector eliminations within the segment and before eliminations resulting from consolidation, as applicable.

Increases in our domestic cement sales prices were completely offset by decreases in domestic cement sales volumes. As a result, revenues of our operations in the Philippines, in Philippine Peso terms, remained flat in 2019 compared to 2018.

Israel

Our ready-mix concrete sales volumes from our operations in Israel increased 5% in 2019 compared to 2018. The increase in the ready-mix concrete sales volumes was mainly driven by an increase in market demand and industrial-and-commercial activity was especially positive. Our operations in Israel represented 5% of our total revenues for the year ended December 31, 2019, in Dollar terms, before eliminations resulting from consolidation. Our average sales price of ready-mix concrete of our operations in Israel decreased 1%, in Israeli New Shekel terms, in 2019 compared to 2018. For the year ended December 31, 2019, ready-mix concrete represented 68% and our aggregates and other businesses 32% of revenues in Dollar terms from our operations in Israel before intra-sector eliminations within the segment and before eliminations resulting from consolidation, as applicable.

As a result of increases in ready-mix concrete sales volumes, partially offset by decreases in our ready-mix concrete sales prices, revenues from our operations in Israel, in Israeli New Shekel terms, increased 3% in 2019 compared to 2018.

Rest of EMEAA

Our domestic cement sales volumes from our operations in the Rest of EMEAA segment decreased 11% in 2019 compared to 2018, and ready-mix concrete sales volumes decreased 11% over the same period. Our cement export volumes from our operations in the Rest of EMEAA segment, which represented 4% of our Rest of EMEAA segment cement sales volumes for the year ended December 31, 2019, decreased 12% in 2019 compared to 2018. All of our total cement export volumes from our operations in the Rest of EMEAA segment during 2019. Our revenues from our operations in the Rest of EMEAA segment represented 7% of our total revenues for the year ended December 31, 2019, in Dollar terms, before eliminations resulting from consolidation. Our average sales price of domestic cement from our operations in the Rest of EMEAA segment increased 11%, in Euro terms, in 2019 compared to 2018, and our average sales price of ready-mix concrete increased 8%, in Euro terms, over the same period. For the year ended December 31, 2019, cement represented 55%, ready-mix concrete 34% and our aggregates and other businesses 11% of revenues in Dollar terms from our operations in the Rest of EMEAA segment before intra-sector eliminations within the segment and before eliminations resulting from consolidation, as applicable.

As a result of decreases in domestic cement and ready-mix concrete sales volumes, partially offset by increases in domestic cement and ready-mix concrete sales prices, revenues in the Rest of EMEAA segment in Euro terms, decreased 5% in 2019 compared to 2018.

SCA&C

In 2019, our operations in the SCA&C region consisted of our operations in Colombia, Panama, our Caribbean TCL operations, which represent our most significant operations in this region, the Dominican Republic, and the Rest of SCA&C segment, Guatemala and El Salvador, excluding the acquired operations of the Caribbean TCL. Our revenues from our operations in the SCA&C region represented 13% of our total revenues in Dollar terms for the year ended December 31, 2019, before eliminations resulting from consolidation. As of

December 31, 2019, our operations in the SCA&C region represented 9% of our total assets. Set forth below is a quantitative and qualitative analysis of the effects of the various factors affecting our revenues for our main operations in the SCA&C region.

Colombia

Our domestic cement sales volumes from our operations in Colombia increased 9% in 2019 compared to 2018, and ready-mix concrete sales volumes increased 5% over the same period. The increases in domestic cement sales volumes and in ready-mix concrete sales volumes were primarily due to strong infrastructure activity related to major projects, as well as good performance in the residential self-construction segment. Our revenues from our operations in Colombia represented 4% of our total revenues for the year ended December 31, 2019, in Dollar terms, before eliminations resulting from consolidation. Our average sales price of domestic cement from our operations in Colombia increased 5%, in Colombian Peso terms, in 2019 compared to 2018, and our average sales price of ready-mix concrete remained flat, in Colombian Peso terms, over the same period. For the year ended December 31, 2019, cement represented 57%, ready-mix concrete 27% and our aggregates and other businesses 16% of our revenues in Dollar terms from our operations in Colombia before intra-sector eliminations within the segment and before eliminations resulting from consolidation, as applicable.

As a result of increases in domestic cement and ready-mix concrete sales volumes and in our domestic cement sales prices, revenues of our operations in Colombia, in Colombian Peso terms, increased 7% in 2019 compared to 2018.

Panama

Our domestic cement sales volumes from our operations in Panama decreased 15% in 2019 compared to 2018, and ready-mix concrete sales volumes decreased 28% over the same period. The decreases in domestic cement and ready-mix concrete sales volumes in Panama were affected by a slowdown in construction, high inventory levels for apartments and offices and delays in infrastructure projects. Higher cement imports also negatively impacted industry dynamics. Our cement export volumes from our operations in the Panama segment represented less than 1% of our Panama cement sales volumes for the year ended December 31, 2019 and increased 80% in 2019 compared to 2018. All of our total cement exports from our operations in Panama during 2019 were to the Rest of SCA&C segment. Our revenues from our operations in Panama represented 1% of our total revenues for the year ended December 31, 2019, in Dollar terms, before eliminations resulting from consolidation. Our average sales price of domestic cement from our operations in Panama decreased 6% in Dollar terms, in 2019 compared to 2018, and our average sales price of ready-mix concrete decreased 3%, in Dollar terms, over the same period. For the year ended December 31, 2019, cement represented 65%, ready-mix concrete 23% and our aggregates and other businesses 12% of our revenues in Dollar terms from our operations in Panama before intra-sector eliminations within the segment and before eliminations resulting from consolidation, as applicable.

As a result of decreases in domestic cement and ready-mix concrete sales volumes and our sales prices, revenues of our operations in Panama, in Dollar terms, decreased 18% in 2019 compared to 2018.

Caribbean TCL

Our domestic cement sales volumes from our operations in Caribbean TCL decreased 4% in 2019 compared to 2018, while ready-mix concrete sales volumes decreased 15% over the same period. Our revenues from our operations in Caribbean TCL represented 2% of our total revenues for the year ended December 31, 2019, in Dollar terms, before eliminations resulting from consolidation. Our cement export volumes from our operations in Caribbean TCL segment represented 22% of our Caribbean TCL cement sales volumes for the year ended December 31, 2019, increased 19% in 2019 compared to 2018. All of our total cement exports from our

operations in Caribbean TCL during 2019 were to the Rest of SCA&C segment. Our average sales price of domestic cement of our operations in Caribbean TCL remained flat, in Trinidad and Tobago Dollar terms, in 2019 compared to 2018, and our average sales price of ready-mix concrete decreased 7%, in Trinidad and Tobago Dollar terms, over the same period. For the year ended December 31, 2019, cement represented 91%, ready-mix concrete 4% and our other businesses 5% of revenues in Dollar terms from our operations in Caribbean TCL before intra-sector eliminations within the segment and before eliminations resulting from consolidation, as applicable.

As a result of decreases in domestic cement and ready-mix concrete sales volumes and our ready-mix concrete sales prices, revenues of our operations in Caribbean TCL, in Trinidad and Tobago Dollar terms, decreased 2% in 2019 compared to 2018.

Dominican Republic

Our domestic cement sales volumes from our operations in the Dominican Republic increased 6% in 2019 compared to 2018, while ready-mix concrete sales volumes decreased 5% over the same period. The increases in our domestic cement sales volumes in our Dominican Republic region were mainly driven by strong activity in tourism-related projects and a solid residential sector. Our operations in the Dominican Republic represented 2% of our total revenues for the year ended December 31, 2019, in Dollar terms, before eliminations resulting from consolidation. Our cement export volumes from our operations in the Dominican Republic, which represented 13% of our Dominican Republic cement sales volumes for the year ended December 31, 2019, decreased 6% in 2019 compared to 2018. Of our total cement export volumes from our operations in the Dominican Republic during 2019, all were to our Rest of SCA&C segment. Our average sales price of domestic cement of our operations in the Dominican Republic increased 9%, in Dominican Peso terms, in 2019 compared to 2018, and our average sales price of ready-mix concrete increased 9%, in Dominican Peso terms, over the same period. For the year ended December 31, 2019, cement represented 76%, ready-mix concrete 11% and our aggregates and other businesses 13% of revenues in Dollar terms from our operations in the Dominican Republic before intra-sector eliminations within the segment and before eliminations resulting from consolidation, as applicable.

As a result of increases in our domestic cement and ready-mix concrete sales prices and domestic cement sale volumes, partially offset by decreases in domestic ready-mix concrete sales volumes, revenues from our operations in the Dominican Republic, in Dominican Peso terms, increased 16% in 2019 compared to 2018.

Rest of SCA&C

Our domestic cement volumes from our operations in the Rest of SCA&C segment decreased 11% in 2019 compared to 2018, and ready-mix concrete sales volumes decreased 29% over the same period. Our cement export volumes from our operations in the Rest of SCA&C segment, which represented 6% of our Rest of SCA&C segment cement sales volumes for the year ended December 31, 2019, decreased 10% in 2019 compared to 2018. Of our total cement export volumes from our operations in the Rest of SCA&C segment during 2019, 69% were within the same region and 31% were to the Rest of EMEAA segment. Our revenues from our operations in the Rest of SCA&C segment represented 4% of our total revenues for the year ended December 31, 2019, in Dollar terms, before eliminations resulting from consolidation. Our average sales price of domestic cement from our operations in the Rest of SCA&C segment remained flat in Dollar terms, in 2019 compared to 2018, and our average sales price of ready-mix concrete increased 7%, in Dollar terms, over the same period. For the year ended December 31, 2019, cement represented 85%, ready-mix concrete 9% and our aggregates and other businesses 6% of revenues in Dollar terms from our operations in the Rest of SCA&C segment before intra-sector eliminations within the segment and before eliminations resulting from consolidation, as applicable.

As a result of decreases in domestic cement and ready-mix concrete sales volumes, partially offset by an increase in our ready-mix concrete sales prices, revenues of our operations in the Rest of SCA&C segment, in Dollar terms, decreased 13% in 2019 compared to 2018.

Others (Revenues)

Revenues from our Others segment decreased 11% before intra-sector eliminations within the segment and before eliminations resulting from consolidation, as applicable, in 2019 compared to 2018, in Dollar terms. Our revenues from our Others segment represented 8% of our total revenues for the year ended December 31, 2019 in Dollar terms, before eliminations resulting from consolidation. The decrease resulted primarily from a decrease in our worldwide cement volume of our trading operations and a decrease in our information technology solutions company. For the year ended December 31, 2019, our information technology solutions company represented 28% and our trading operations represented 37% of our revenues in our Others segment, in Dollar terms.

Cost of Sales

Our cost of sales, including depreciation, decreased 0.3% from $8,849 million in 2018 to $8,825 million in 2019. As a percentage of revenues, cost of sales increased from 65.4% in 2018 to 67.2% in 2019. The increase in cost of sales as a percentage of revenues was mainly driven by higher maintenance, an increase in raw materials cost and freight costs partially mitigated by lower energy costs. Our cost of sales includes freight expenses of raw materials used in our producing plants.

Gross Profit

For the reasons described above, our gross profit decreased 8% from $4,682 million in 2018 to $4,305 million in 2019. As a percentage of revenues, gross profit decreased from 34.6% in 2018 to 32.8% in 2019. In addition, our gross profit may not be directly comparable to those of other entities that include all their freight expenses in cost of sales. As described below, we include freight expenses of finished products from our producing plants to our points of sale and from our points of sale to our customers' locations within operating expenses as part of distribution and logistics expenses.

Operating expenses

Our operating expenses, which are represented by administrative, selling and distribution and logistics expenses, decreased 0.2%, from $2,979 million in 2018 to $2,972 million in 2019. As a percentage of revenues, operating expenses increased from 22.0% in 2018 to 22.6% in 2019. Our operating expenses include expenses related to personnel, equipment and services involved in sales activities and storage of product at points of sale, which are included as part of the operating expenses, as well as freight expenses of finished products between plants and points of sale and freight expenses between points of sale and the customers' facilities, which are included as part of the line item "Distribution and logistics expenses." For the years ended December 31, 2018 and 2019, selling expenses included as part of the line item "Operating expenses" amounted to $312 million and $371 million, respectively. As discussed above, we include freight expenses of finished products from our producing plants to our points of sale and from our points of sale to our customers' locations within distribution and logistics expenses, which in the aggregate represented costs of $1,537 million in 2018 and $1,489 million in 2019. As a percentage of revenues, distribution and logistics expenses decreased from 11.4% in 2018 to 11.3% in 2019.

Operating Earnings Before Other Expenses, Net

For the reasons described above, our operating earnings before other expenses, net decreased 22% from $1,703 million in 2018 to $1,333 million in 2019. As a percentage of revenues, operating earnings before other expenses, net decreased from 12.6% in 2018 to 10.2% in 2019. Additionally, set forth below is a quantitative and qualitative analysis of the effects of the various factors affecting our operating earnings before other expenses, net on a reporting segment basis.

Mexico

Our operating earnings before other expenses, net, from our operations in Mexico decreased 24% in 2019 compared to 2018, in Dollar terms, from operating earnings before other expenses, net, of $1,069 million in 2018 to operating earnings before other expenses, net, of $810 million in 2019. Our operating earnings before other expenses, net from our operations in Mexico represented 61% of our total operating earnings before other expenses, net for the year ended December 31, 2019, in Dollar terms. The decrease resulted primarily from the decrease in our revenues driven by a decrease in our sales volumes.

United States

Our operating earnings before other expenses, net, from our operations in the United States decreased 25% in 2019 compared to 2018, in Dollar terms. Our operating earnings before other expenses, net from our operations in the U.S. represented 18% of our total operating earnings before other expenses, net for the year ended December 31, 2019, in Dollar terms. The decrease resulted primarily from uneven demand dynamics among our four key states, which increased supply chain and transportation costs and was further exacerbated by higher maintenance, partially offset by the increase in revenues.

EMEAA

United Kingdom. Our operating earnings before other expenses, net, from our operations in the United Kingdom increased 1%, in Pound terms, in 2019 compared to 2018. Our operating earnings before other expenses, net from our operations in the United Kingdom represented 4% of our total operating earnings before other expenses, net for the year ended December 31, 2019, in Dollar terms. The increase resulted primarily from an increase in our revenues.

France. Our operating earnings before other expenses, net, from our operations in France increased 19%, in Euro terms, in 2019 compared to 2018. Our operating earnings before other expenses, net from our operations in France represented 3% of our total operating earnings before other expenses, net for the year ended December 31, 2019, in Dollar terms. The increase resulted primarily from an increase in our revenues and due to our cost reduction efforts.

Germany. Our operating earnings before other expenses, net, from our operations in Germany increased 301%, in Euro terms, in 2019 compared to 2018. Our operating earnings before other expenses, net from our operations in Germany represented 3% of our total operating earnings before other expenses, net for the year ended December 31, 2019, in Dollar terms. The increase resulted primarily from an increase in our revenues as well as our cost reduction efforts.

Spain. Our operating loss before other expenses, net, from our operations in Spain decreased 5% in 2019 compared to 2018, in Euro terms. Our operating loss before other expenses, net from our operations in Spain represented a loss of $18 million, which was a negative impact of 1% of our total operating earnings before other expenses, net for the year ended December 31, 2019, in Dollar terms. The decrease resulted primarily from an increase in our production and operational costs, partially offset by an increase in our revenues.

The Philippines. Our operating earnings before other expenses, net, from our operations in the Philippines increased 37% in 2019 compared to 2018, in Philippine Peso terms. Our operating earnings before other expenses, net from our operations in the Philippines represented 6% of our total operating earnings before other expenses, net for the year ended December 31, 2019, in Dollar terms. The increase resulted primarily from a decrease in our operating costs.

Israel. Our operating earnings before other expenses, net, from our operations in Israel decreased 2% in 2019 compared to 2018, in Israeli New Shekel terms. Our operating earnings before other expenses, net from our

operations in Israel represented 5% of our total operating earnings before other expenses, net for the year ended December 31, 2019, in Dollar terms. The decrease in Israel operating earnings resulted primarily from an increase in our operating costs, partially offset by an increase in our revenues.

Rest of EMEAA. Our operating earnings before other expenses, net, from our operations in the Rest of EMEAA segment decreased 30% in 2019 compared to 2018, in Euro terms. Our operating earnings before other expenses, net from our operations in the Rest of EMEAA segment represented 4% of our total operating earnings before other expenses, net for the year ended December 31, 2019, in Dollar terms. The decrease in the Rest of EMEAA segment operating earnings resulted primarily from a decrease in revenues due to decreases in sales volumes.

SCA&C

Colombia. Our operating earnings before other expenses, net, from our operations in Colombia remained flat in 2019 compared to 2018, in Colombian Peso terms. Our operating earnings before other expenses, net from our operations in Colombia represented 5% of our total operating earnings before other expenses, net for the year ended December 31, 2019, in Dollar terms. The increase in revenues from our Colombian operations was offset by an increase in our energy costs.

Panama. Our operating earnings before other expenses, net, from our operations in Panama decreased 36% in 2019 compared to 2018, in Dollar terms. Our operating earnings before other expenses, net from our operations in Panama represented 2% of our total operating earnings before other expenses, net for the year ended December 31, 2019, in Dollar terms. The decrease resulted primarily from a decrease in our revenues, as well as an increase in our operational costs.

Caribbean TCL. Our operating earnings before other expenses, net, from our operations in Caribbean TCL decreased 15% in 2019 compared to 2018, in Trinidad and Tobago Dollar terms. Our operating earnings before other expenses, net from our Caribbean TCL operations represented 2% of our total operating earnings before other expenses, net for the year ended December 31, 2019, in Dollar terms. The decrease resulted primarily from a decrease in our revenues and an increase in our distribution expenses.

Dominican Republic. Our operating earnings before other expenses, net, from our operations in the Dominican Republic increased 51% in 2019 compared to 2018, in Dominican Peso terms. Our operating earnings before other expenses, net from our operations in the Dominican Republic represented 6% of our total operating earnings before other expenses, net for the year ended December 31, 2019, in Dollar terms. The increase resulted primarily from an increase in our revenues.

Rest of SCA&C. Our operating earnings before other expenses, net, from our operations in the Rest of SCA&C segment decreased 22% in 2019 compared to 2018, in Dollar terms. Our operating earnings before other expenses, net from our operations in the Rest of SCA&C segment represented 7% of our total operating earnings before other expenses, net for the year ended December 31, 2019, in Dollar terms. The decrease resulted primarily from a decrease in our revenues.

Others. Our operating loss before other expenses, net, from our operations in our Others segment increased 11% in 2019 compared to 2018, in Dollar terms. The increase resulted primarily from a decrease in our revenues from our Others segment, mainly in connection with a decrease in our trading operations revenues.

Other Expenses, Net. Our other expenses, net, increased 17%, in Dollar terms, from an expense of $296 million in 2018 to an expense of $347 million in 2019, including in both years, expenses related to property damages and natural disasters of $56 million in 2018 and $55 million in 2019. The increase in 2019 resulted primarily from expenses recognized in 2019 related to the Mexican Reorganization of $45 million and the recognition of a settlement loss of $24 million in 2019 related to our change of a multiemployer plan in the U.S. from defined benefit to defined contribution. See notes 7, 15 and 19 to our 2020 audited consolidated financial statements included elsewhere in this annual report.

The most significant items included under this caption for the years ended December 31, 2018 and 2019, are as follows:

	For the Years Ended December 31,	
	2018	2019
	(in millions of Dollars)	
Impairment losses	$ 62	$ 64
Results from the sale of assets and others, net	149	230
Restructuring costs	72	48
Remeasurement of pension liabilities	8	—
Charitable contributions	5	5
	$ 296	$ 347

Financial expense. Our financial expense decreased 2%, from $722 million in 2018 to $711 million in 2019, primarily attributable to lower interest rates on our financial debt and a lower average financial debt during 2019 compared to 2018. See note 17.1 to our 2020 audited consolidated financial statements included elsewhere in this annual report.

Financial income and other items, net. Our financial income and other items, net, in Dollar terms, increased significantly, from an expense of $2 million in 2018 to an expense of $71 million in 2019, mainly as a result of negative foreign exchange results during the year which changed from a gain of $10 million in 2018 to a loss of $32 million in 2019 mainly considering the fluctuation of the Mexican Peso against the Dollar, partially offset by the fluctuation of the Euro against the Dollar, and our results from financial instruments, net, which changed from a gain of $39 million in 2018 to a loss of $1 million in 2019 as a result of lower valuation gains on our equity forwards on third-party shares, partially compensated by a one-off loss on the remeasurement of previously held interest before change in control of associates of $10 million in 2018, resulting from last fair value adjustments related to our acquisition of TCL.

The most significant items included under this caption for the years ended December 31, 2018 and 2019 are as follows:

	For the Year Ended December 31,	
	2018	2019
	(in millions of Dollars)	
Financial income and other items, net:		
Effects of amortized cost on assets and liabilities and others, net	$ (59)	$ (59)
Results from financial instruments, net	39	(1)
Foreign exchange results	10	(32)
Financial income	18	21
Others	(10)	—
	$ (2)	$ (71)

Income Taxes. Our income tax effect in the statements of operations, which is comprised of current income taxes plus deferred income taxes, decreased 28% from an expense of $224 million in 2018 to $162 million in 2019.

Our current income tax expense increased from $99 million in 2018 to $143 million in 2019, mainly as a result of increases in taxes in Colombia, the Dominican Republic and the Netherlands. In addition, during 2018, there was a positive effect of tax uncertainties compared to 2019. Our deferred income tax expense decreased from a deferred income tax expense of $125 million in 2018 to $19 million in 2019, mainly associated with the

recognition of deferred tax assets related to tax loss carryforwards from our operations in Mexico, a lower use of net operating losses in the U.S. compared to 2018 and a lower reserve of intellectual property tax value in Switzerland compared to 2018. See notes 20.1, 20.2, 20.3 and 20.4 to our 2020 audited consolidated financial statements included elsewhere in this annual report.

For each of the years ended December 31, 2018 and 2019, our statutory income tax rate in Mexico was 30%. Considering a decrease in our earnings before income taxes from $717 million in 2018 to $253 million in 2019 mentioned above, as well as differences between accounting and tax expenses, partially offset by the recognition of deferred tax assets during 2019, our average effective income tax rate increased from an income tax rate of 31.2% in 2018 to 64.0% in 2019. Our average effective tax rate equals the net amount of income tax expense divided by earnings before income taxes, as these line items are reported in our consolidated statements of operations. See “Item 3—Key Information—Risk Factors—Risks Relating to Our Business—Certain tax matters may have a material adverse effect on our cash flow, financial condition and net income, as well as on our reputation” and note 20.3 to our 2020 audited consolidated financial statements included elsewhere in this annual report.

Net Income from continuing operations. For the reasons described above, our net income from continuing operations for 2019 decreased 82%, from a net income from continuing operations of $493 million in 2018 to a net income from continuing operations of $91 million in 2019. As a percentage of revenues, net income from continuing operations represented 3.6% for the year ended as of December 31, 2018 and 0.7% for the year ended as of December 31, 2019.

Discontinued operations. For the years ended December 31, 2018 and 2019, our discontinued operations included in our consolidated statements of operations amounted to a net income from discontinued operations of $77 million and a net income from discontinued operations of $88 million, respectively. As a percentage of revenues, discontinued operations, net of tax, represented 0.6% for the year ended as of December 31, 2018, and 0.7% for the year ended as of December 31, 2019. See note 5.2 to our 2020 audited consolidated financial statements included elsewhere in this annual report.

Consolidated Net Income. For the reasons described above, our consolidated net income (before deducting the portion allocable to non-controlling interest) for 2019 decreased 69%, from a consolidated net income of $570 million in 2018 to a consolidated net income of $179 million in 2019. As a percentage of revenues, consolidated net income represented 4.2% for the year ended as of December 31, 2018, and 1.4% for the year ended as of December 31, 2019.

Non-controlling Interest Net Income. Changes in non-controlling interest net income in any period reflect changes in the percentage of the stock of our subsidiaries held by non-associated third parties as of the end of each month during the relevant period and the consolidated net income attributable to those subsidiaries. Non-controlling interest net income decreased 14%, from an income of $42 million in 2018 to an income of $36 in 2019, primarily attributable to a decrease in the net income of the consolidated entities in which others have a non-controlling interest. As a percentage of revenues, non-controlling interest net income represented 0.3% for the years ended as of December 31, 2018 and 2019. See note 21.4 to our 2020 audited consolidated financial statements included elsewhere in this annual report.

Controlling Interest Net Income. Controlling interest net income represents the difference between our consolidated net income and non-controlling interest net income, which is the portion of our consolidated net income attributable to those of our subsidiaries in which non-associated third parties hold interests. For the reasons described above, our controlling interest net income decreased 73%, from a controlling interest net income of $528 million in 2018 to $143 million in 2019. As a percentage of revenues, controlling interest net income, represented 3.9% for the year ended as of December 31, 2018, and 1.1% for the year ended as of December 31, 2019.

Liquidity and Capital Resources

Operating Activities

We have satisfied our operating liquidity needs primarily through the operation of our subsidiaries and expect to continue to do so for both the short and long-term. Although cash flow from our operations has historically met our overall liquidity needs for operations, servicing debt and funding capital expenditures and acquisitions, our subsidiaries are exposed to risks from changes in foreign currency exchange rates, price and currency controls, interest rates, inflation, governmental spending, social instability and other political, economic and/or social developments in the countries in which we operate, among other risks, any one of which may materially decrease our net income and cash from operations. Consequently, in order to meet our liquidity needs, we also rely on cost-cutting and operating improvements to optimize capacity utilization and maximize profitability, as well as borrowing under credit facilities, loans, proceeds of debt and equity offerings and proceeds from asset sales, including our account receivables securitizations. Our consolidated cash flows provided by operating activities from continuing operations were $2,383 million in 2018, $2,144 million in 2019 and $2,394 million in 2020. See our statements of cash flows included elsewhere in this annual report. CEMEX management is of the opinion that working capital is sufficient for our current requirements.

Sources and Uses of Cash

Our review of sources and uses of cash below refers to nominal amounts included in our consolidated statements of cash flows for 2018, 2019 and 2020.

Our primary sources and uses of cash during the years ended December 31, 2018, 2019 and 2020 were as follows:

	Year Ended December 31,		
	2018	2019	2020
	(in millions of Dollars)		
Operating Activities			
Consolidated net income (loss)	570	179	(1,446)
Discontinued operations	77	88	(120)
Net income (loss) from continuing operations	493	91	(1,326)
Non-cash items	1,945	1,955	3,523
Changes in working capital, excluding income taxes	(55)	98	197
Cash flows provided by operating activities from continuing operations	2,383	2,144	2,394
Interest expense and coupons on Perpetual Debentures and income taxes paid	(948)	(862)	(831)
Net cash flows provided by operating activities from continuing operations	1,435	1,282	1,563
Net cash flows provided by operating activities from discontinued operations	132	71	15
Net cash flows provided by operating activities	1,567	1,353	1,578
Investing Activities			
Purchase of property, machinery and equipment, net	(601)	(651)	(538)
Acquisition and disposal of subsidiaries and other disposal groups, net	(26)	500	628
Intangible assets	(187)	(116)	(53)
Non-current assets and others, net	(1)	5	51
Net cash flows (used in) provided by investing activities	(815)	(262)	88
Financing Activities			
Proceeds from new debt instruments	2,325	3,331	4,210
Debt repayments	(2,745)	(3,284)	(4,572)
Other financial obligations, net	(578)	(233)	(794)
Shares repurchase program	(75)	(50)	(83)
Decrease in non-controlling interests	—	(31)	(105)
Derivative financial instruments	20	(56)	12
Securitization of trade receivables	32	(6)	(26)
Dividends paid	—	(150)	—
Non-current liabilities, net	(142)	(96)	(138)
Net cash flows used in financing activities	(1,163)	(575)	(1,496)
Increase (decrease) in cash and cash equivalents from continuing operations	(543)	445	155
Increase in cash and cash equivalents from discontinued operations	132	71	15
Foreign currency translation effect on cash	21	(37)	(8)
Cash and cash equivalents at beginning of period	699	309	788
Cash and cash equivalents at end of period	309	788	950

2020. During 2020, excluding the negative foreign currency effect of our balances of cash and cash equivalents generated during the period of $8 million, there was an increase in cash and cash equivalents from continuing operations of $155 million. This increase was the result of our net cash flows provided by operating activities from continuing operations, which, after interest and coupons on Perpetual Debentures and income taxes paid in cash of $831 million, amounted to $1,563 million and by our net cash flows provided by investing activities of $88 million, partially offset by our net cash flows used in financing activities of $1,496 million.

For the year ended December 31, 2020, our net cash flows provided by operating activities included cash flows generated from changes in working capital, excluding income taxes, of $197 million, which was primarily

comprised of trade receivables, inventories, trade payables and other accounts payable and accrued expenses, for an aggregate amount of $219 million, partially offset by other accounts receivable and other assets for an amount of $22 million.

During 2020, our net cash flows provided by (i) our operating activities from continuing operations after interest and coupons on Perpetual Debentures and income taxes paid in cash of $831 million, amounted to $1,563 million and (ii) our net cash flows provided by investing activities of $88 million, which was primarily comprised of acquisition and disposal of subsidiaries and other disposal groups, net and by non-current assets and others, net for an aggregate amount of $679 million, partially offset by purchase of property, machinery and equipment, net, and intangible assets for an aggregate amount of $591 million, were disbursed in connection with our net cash flows used in financing activities of $1,496 million, which include debt repayments, other financial obligations, net, share repurchase program, decrease in non-controlling interest, securitization of trade receivables and non-current liabilities, net, for an aggregate amount of $5,718 million, partially offset by proceeds from new debt instruments and derivative instruments for an aggregate amount of $4,222 million.

2019. During 2019, excluding the negative foreign currency effect of our balances of cash and cash equivalents generated during the period of $37 million, there was an increase in cash and cash equivalents from continuing operations of $445 million. This increase was the result of our net cash flows provided by operating activities from continuing operations, which, after interest and coupons on Perpetual Debentures and income taxes paid in cash of $862 million, amounted to $1,282 million, partially offset by our net cash flows used in financing activities of $575 million and our net cash flows used in investing activities of $262 million.

For the year ended December 31, 2019, our net cash flows provided by operating activities included cash flows generated from changes in working capital, excluding income taxes, of $98 million, which was primarily comprised of other accounts receivable and other assets, inventories and other accounts payable and accrued expenses, for an aggregate amount of $147 million, partially offset by trade payables and trade receivables, net for an aggregate amount of $49 million.

During 2019, our net cash flows provided by operating activities from continuing operations after interest and coupons on Perpetual Debentures and income taxes paid in cash of $862 million, amounted to $1,282 million, were mainly disbursed in connection with (i) our net cash flows used in financing activities of $575 million, which include debt repayments of $3,284 million, dividends paid of $150 million, resources used in our share repurchase program of $50 million, derivative financial instruments, of $56 million and resources used in our other financial obligations, net, of $233 million, decrease in non-controlling interest of $31 million and by securitization of trade receivables of $6 million and by non-current liabilities of $96 million, partially offset by proceeds from new debt instruments of $3,331 million and (ii) our net cash flows used in the investing activities from continuing operations of $262 million, which was primarily comprised of purchase of property, machinery and equipment, net, and intangible assets for an aggregate amount of $767 million, partially offset by net resources from acquisition and disposal of subsidiaries and other disposal groups, net and by non-current assets and others, net for an aggregate amount of $505 million.

2018. During 2018, excluding the positive foreign currency effect of our balances of cash and cash equivalents generated during the period of $21 million, there was a decrease in cash and cash equivalents from continuing operations of $543 million. This decrease was the result of our net cash flows used in financing activities of $1,163 million and our net cash flows used in investing activities of $815 million, partially offset by our net cash flows provided by operating activities from continuing operations, which, after interest expense and coupons on Perpetual Debentures and income taxes paid in cash of $948 million, amounted to $1,435 million.

For the year ended December 31, 2018, our net cash flows provided by operating activities included cash flows applied in working capital, excluding income taxes, of $55 million, which was primarily comprised of other accounts receivable and other assets, inventories and other accounts payable and accrued expenses, for an aggregate amount of $301 million, partially offset by trade payables and trade receivables, net for an aggregate amount of $246 million.

During 2018, our net cash flows provided by operating activities from continuing operations after interest and coupons on Perpetual Debentures and income taxes paid in cash of $948 million, amounted to $1,435 million, were disbursed in connection with (i) our net cash flows used in financing activities of $1,163 million, which include debt repayments, other financial obligations, net, share repurchase program and non-current liabilities, net, for an aggregate amount of $3,540 million, partially offset by proceeds from new debt instruments, derivative instruments and securitization of trade receivables for an aggregate amount of $2,377 million and (ii) our net cash flows used in investing activities of $815 million, which was primarily comprised of purchase of property, machinery and equipment, net, acquisition and disposal of subsidiaries and other disposal groups, net, intangible assets and by other non-current assets and others, net.

As of December 31, 2020, we had the following lines of credit, of which the only committed portion refers to the revolving credit facility under the 2017 Facilities Agreement, at annual interest rates ranging between 1.65% and 3.94%, depending on the negotiated currency:

	Lines of Credit	Available
	(in millions of Dollars)	
Other lines of credit in foreign subsidiaries	248	87
Other lines of credit from banks	310	310
Revolving credit facility under the 2017 Facilities Agreement	1,121	1,121
	1,679	1,518

As of December 31, 2020, we had full availability in our committed revolving credit tranche under the 2017 Facilities Agreement. We expect that this, in addition to our proven capacity to continually refinance and replace short-term obligations, will enable us to meet any liquidity risk in the short term. See “Item 3—Key Information—COVID-19 Outbreak” for more information on the impact of COVID-19 on our debt and cash levels.

Capital Expenditures

Our capital expenditures incurred for the years ended December 31, 2019 and 2020, and our expected capital expenditures during 2021, which include an allocation to 2021 of a portion of our total future committed amount, are as follows:

	Actual for the Year Ended December 31, Actual		Estimated in 2021(1)
	2019	2020	
	(in millions of Dollars)		
Mexico	199	144	193
United States	398	284	376
EMEAA			
United Kingdom	67	55	98
France	38	62	49
Germany	25	24	28
Spain	34	22	38
Philippines	84	82	93
Israel	33	28	40
Rest of EMEAA	65	51	69
SCA&C			
Colombia	25	14	57
Panama	10	3	9
Caribbean TCL	21	16	22
Dominican Republic	8	2	8
Rest of SCA&C	18	7	20
Others	8	1	0
Total consolidated	1,033	795	1,100
Of which:			
Expansion capital expenditures	234	225	300
Base capital expenditures	799	570	800

(1) See “Item 3—Key Information—COVID-19 Outbreak” for more information on the impact of COVID-19-related measures on our estimated capital expenditures for 2020.

For the years ended December 31, 2019 and 2020, we recognized $1,033 million and $795 million in capital expenditures from our continuing operations, respectively. As of December 31, 2020, in connection with our significant projects, we had capital expenditure commitments of $1,100 million, including our capital expenditures estimated to be incurred during 2021. This amount is expected to be incurred during 2021, based on the evolution of the related projects. Pursuant to the 2017 Facilities Agreement, as of December 31, 2020, we were prohibited from making aggregate annual capital expenditures in excess of $1.5 billion (which were limited to $1.2 billion pursuant to the Facilities Agreement Amendments executed in May 2020 for as long as we failed to report two consecutive quarters with a consolidated leverage ratio of 5.25:1 or below, which we have already reported) in any financial year (excluding certain capital expenditures, joint venture investments and acquisitions by each of CLH and CHP and their respective subsidiaries and those funded by Relevant Proceeds (as defined in the 2017 Facilities Agreement), which capital expenditures, joint venture investments and acquisitions at any time then incurred are subject to a separate aggregate limit of (i) $500 million (or its equivalent) for CLH and its subsidiaries and (ii) $500 million (or its equivalent) for CHP and its subsidiaries. In addition, the amounts which we and our subsidiaries are allowed for permitted acquisitions and investments in joint ventures cannot exceed certain thresholds as set out in the 2017 Facilities Agreement. See “Item 3—Key Information—COVID-19

Outbreak" for more information on the impact of COVID-19-related measures on our estimated capital expenditures for 2020.

Our Indebtedness

As of December 31, 2020, we had $11,185 million (principal amount $11,248 million, excluding deferred issuance costs) of total debt plus other financial obligations in our statement of financial position, which does not include $449 million of Perpetual Debentures. Of our total debt plus other financial obligations, 9% was current (including current maturities of non-current debt) and 91% was non-current. As of December 31, 2020, 64% of our total debt plus other financial obligations was Dollar-denominated, 22% was Euro-denominated, 5% was Pound Sterling-denominated, 5% was Mexican Peso-denominated, 2% was Philippine Peso-denominated and 2% was denominated in other currencies. See notes 17.1, 17.2 and 21.4 to our 2020 audited consolidated financial statements included elsewhere in this annual report.

On September 29, 2014, CEMEX, S.A.B. de C.V. and certain of its subsidiaries entered into a facilities agreement (as amended and restated, the "2014 Credit Agreement") for $1.35 billion with nine of the main lending banks from a 2012 facilities agreement entered into to refinance indebtedness under the 2009 Financing Agreement. On November 3, 2014, the total amount of commitments under the 2014 Credit Agreement increased from $1.35 billion to $1.87 billion (increasing the revolving tranche of the 2014 Credit Agreement proportionally to $746 million).

On July 19, 2017, CEMEX, S.A.B. de C.V. and certain of its subsidiaries entered into the 2017 Facilities Agreement for an amount in different currencies equivalent to $4.1 billion (in aggregate), the proceeds of which were used to refinance in full the indebtedness incurred under the 2014 Credit Agreement and other debt repayment obligations, allowing us to increase the then average life of our syndicated bank debt to approximately 4.3 years with a final maturity in July 2022. The indebtedness incurred under the 2017 Facilities Agreement ranks equally in right of payment with certain of our other existing and future indebtedness, pursuant to the terms of an intercreditor agreement, dated September 17, 2012, among CEMEX, S.A.B. de C.V. and certain of its subsidiaries named therein, Citibank Europe PLC, UK Branch (formerly Citibank International plc), as facility agent, the financial institutions, noteholders and other entities named therein and Wilmington Trust (London) Limited, as security agent (as amended and restated from time to time, the "Intercreditor Agreement"). CEMEX, S.A.B. de C.V. and certain of its subsidiaries have pledged the Collateral and all proceeds of the Collateral to secure our payment obligations under the 2017 Facilities Agreement, our outstanding Senior Secured Notes and under several other of our financing arrangements. These subsidiaries whose shares were pledged or transferred as part of the Collateral collectively own, directly or indirectly, substantially all our operations worldwide. See "Item 3—Key Information—Risk Factors—Risks Relating to Our Business—We pledged the capital stock of some of our subsidiaries that represent substantially all of our business as Collateral to secure our payment obligations under the 2017 Facilities Agreement, the indentures governing our outstanding Senior Secured Notes and other financing arrangements."

On April 2, 2019, an amendment and restatement agreement to the 2017 Facilities Agreement was executed to, among other things, (i) extend the July 2020 and January 2021 repayment installments for a significant portion of the term loan tranches by three years; (ii) delay the scheduled tightening of the consolidated financial leverage ratio limit by one year; and (iii) make adjustments for the implementation of IFRS 16 and to compensate for its effects on certain financial ratios (together, the "April 2019 Facilities Agreement Amendments").

On November 4, 2019, we amended and restated by an amendment and restatement agreement the 2017 Facilities Agreement. These amendments (together, the "November 2019 Facilities Agreement Amendments") include: amendments providing for an additional basket of up to $500 million that can only be used for buy-backs of shares or securities that represent shares of CEMEX, S.A.B. de C.V.; amendments providing for a new allowance for disposals of non-controlling interest in subsidiaries that are not obligors (as defined in the 2017 Facilities Agreement) under the 2017 Facilities Agreement of up to $100 million per calendar year;

amendments relating to the implementation of corporate reorganizations in Mexico, Europe and in the Trinidad Cement Group (as defined in the 2017 Facilities Agreement); and amendments to the consolidated leverage ratio and the consolidated coverage ratio (as defined and calculated in the 2017 Facilities Agreement) to increase CEMEX's flexibility.

On May 22, 2020, we amended and restated by an amendment and restatement agreement the 2017 Facilities Agreement. These amendments (together, the "May 2020 Facilities Agreement Amendments") include: (a) modifications to the limits of the consolidated coverage ratio and the consolidated leverage ratio; (b) modifications to the applicable margin over LIBOR, or EURIBOR in relation to any Euro loan, depending on the consolidated leverage ratio, to accommodate for the increased leverage limits; and (c) certain temporary or circumstance-based limitations on our ability to execute certain capital expenditures, acquisitions, share buybacks and the granting of loans to third parties.

On October 13, 2020, we further amended and restated by an amendment and restatement agreement the 2017 Facilities Agreement. As a result of these amendments (together, the "October 2020 Facilities Agreement Amendments" and, together with the April 2019 Facilities Agreement Amendments, the November 2019 Facilities Agreement Amendments and the May 2020 Facilities Agreement Amendments, the "Facilities Agreement Amendments"), we extended $1.1 billion of term loan maturities by three years, from 2022 to 2025, and $1.1 billion of commitments under the revolving credit facility by one year from 2022 to 2023. In addition, on October 15, 2020, we prepaid $530 million corresponding to the July 2021 amortization under the new term loan facilities created pursuant to the October 2020 Facilities Agreement Amendments.

Under the October 2020 Facilities Agreement Amendments, we also redenominated $313 million of previous Dollar exposure under the term loans that are part of the 2017 Facilities Agreement to Mexican Pesos, as well as $82 million to Euros. Aside from the new Mexican Pesos tranche that was created under the 2017 Facilities Agreement, which includes a lower interest rate margin grid, pricing for all other tranches under the 2017 Facilities Agreement remained unchanged.

Following the October 2020 Facilities Agreement Amendments, certain tranches under the 2017 Facilities Agreement amounting to $3.2 billion now incorporate five sustainability-linked metrics, including reduction of net CO_2 emissions and use of power from green energy, among other indicators. Annual performance with respect to these five metrics may result in a total adjustment of the interest rate margin under these tranches of up to plus or minus five basis points.

Along with other technical amendments, under the October 2020 Facilities Agreement Amendments, we also tightened our consolidated leverage ratio covenant under the 2017 Facilities Agreement from 7.00:1 to a limit of 6.25:1 for the periods ending on September 30, 2020, December 31, 2020 and March 31, 2021. Current consolidated leverage and coverage ratio limits under the 2017 Facilities Agreement are as follows:

CURRENT LEVERAGE RATIO AND COVERAGE RATIO LEVELS

Reference period ending	Consolidated leverage ratio	Consolidated coverage ratio
31-Dec-20	6.25x	1.75x
31-Mar-21	6.25x	1.75x
30-Jun-21	6.00x	2.25x
30-Sep-21	5.75x	2.25x
31-Dec-21	5.75x	2.50x
31-Mar-22	5.75x	2.50x
30-Jun-22	5.25x	2.50x
30-Sep-22	5.25x	2.50x
31-Dec-22	4.75x	2.75x
31-Mar-23	4.75x	2.75x
30-Jun-23; and each subsequent Reference Period (as defined in the 2017 Facilities Agreement)	4.50x	2.75x

In addition, on December 17, 2020, commitments were increased by $93 million and $43 million under the new term loan facilities and the new revolving credit facility created pursuant to the October 2020 Facilities Agreement Amendments, respectively. Subsequently, we cancelled commitments in those same amounts under the term loan facilities and the revolving credit facility already existing before the October 2020 Facilities Agreement Amendments. Following the aforementioned increase and cancellation, the amount of commitments under the 2017 Facilities Agreement remained effectively unchanged, but maturity of the aforementioned amounts were effectively extended from 2022 to 2025 (for the term loan facility commitments) and to 2023 (for the revolving credit facility commitments). Additionally, effective December 24, 2020, an additional $14 million of commitments under the revolving facility existing prior to the October 2020 Facilities Agreement Amendments were cancelled.

See “Item 3—Key Information—COVID-19 Outbreak” for more information on the impact of COVID-19 on our debt and cash levels.

As of December 31, 2020, we reported an aggregate amount of outstanding debt of $2,383 million under the 2017 Facilities Agreement. As of December 31, 2020, we had $1,121 million of availability under the committed revolving credit tranche under the 2017 Facilities Agreement. See “Item 3—Key Information—COVID-19 Outbreak” for more information on the impact of COVID-19 on our debt and cash levels. If we are unable to comply with our upcoming principal maturities under our indebtedness, or refinance or extend maturities of our indebtedness, our debt could be accelerated. Acceleration of our debt would have a material adverse effect on our financial condition. See “Item 3—Key Information—Risk Factors—Risks Relating to Our Business—We have a substantial amount of debt and other financial obligations maturing in the next several years. If we are unable to secure refinancing on favorable terms or at all, we may not be able to comply with our upcoming payment obligations. Our ability to comply with our principal maturities and financial covenants may depend on us implementing certain initiatives, including, but not limited to, “Operation Resilience,” which may include making asset sales, and there is no assurance that we will be able to implement any such initiatives or execute such sales, if needed, on terms favorable to us or at all.”

See “Item 3—Key Information—Risk Factors—Risks Relating to Our Business—The 2017 Facilities Agreement contains several restrictions and covenants. Our failure to comply with such restrictions and

covenants could have a material adverse effect on our business and financial conditions" for a discussion of restrictions and covenants under the 2017 Facilities Agreement.

For a description of the Senior Secured Notes, see "Item 5—Operating and Financial Review and Prospects—Summary of Material Contractual Obligations and Commercial Commitments—Senior Secured Notes."

Some of our subsidiaries and special purpose vehicles ("SPVs") have issued or provided guarantees of certain of our indebtedness, as indicated in the table below.

	The Notes	Senior Secured Notes	2017 Facilities Agreement	Perpetual Debentures
		$6,327 million (principal amount $6,354 million)	**$2,383 million (principal amount $2,420 million)**	**$449 million**
Amount Outstanding as of December 31, 2020(1)				
CEMEX Finance LLC	✓	✓	✓	
CEMEX, S.A.B. de C.V.	✓	✓	✓	✓
CEMEX Concretos, S.A. de C.V.	✓	✓	✓	
CEMEX España, S.A.	✓	✓	✓	✓
Cemex Asia B.V.	✓	✓	✓	
CEMEX Corp.	✓	✓	✓	
Cemex Africa & Middle East Investments B.V.	✓	✓	✓	
CEMEX France Gestion (S.A.S.)	✓	✓	✓	
Cemex Research Group AG	✓	✓	✓	
CEMEX UK	✓	✓	✓	

(1) Includes Senior Secured Notes and the dual-currency notes underlying the Perpetual Debentures held by CEMEX, as applicable. Only the dual-currency notes that underlie the Perpetual Debentures are guaranteed by certain of our subsidiaries, while the Perpetual Debentures themselves are not guaranteed by our subsidiaries.

In addition, as of December 31, 2020, (i) CEMEX Materials LLC was a borrower of $153 million (principal amount $150 million) under an indenture which is guaranteed by CEMEX Corp. and (ii) several of our other operating subsidiaries were borrowers under debt facilities or debt arrangements aggregating $476 million.

Most of our current outstanding indebtedness was incurred to finance our acquisitions and to finance our capital expenditure programs. Historically, we have addressed our liquidity needs (including funds required to make scheduled principal and interest payments, refinance debt, and fund working capital and planned capital expenditures) with operating cash flow, securitizations, borrowings under credit facilities, proceeds of debt and equity offerings and proceeds from asset sales.

If the global economic environment deteriorates and our operating results worsen significantly, if we were unable to complete debt or equity offerings, or if we are unable to consummate asset sales or if the proceeds of any divestitures and/or our cash flow or capital resources prove inadequate, we could face liquidity problems and may not be able to comply with our upcoming principal payments under our indebtedness or refinance our indebtedness. If we are unable to comply with our upcoming principal maturities under our indebtedness, or refinance or extend maturities of our indebtedness, our debt could be accelerated. Acceleration of our debt would have a material adverse effect on our business and financial condition.

Historically, we and our subsidiaries have sought and obtained waivers and amendments to several of our debt instruments relating to a number of financial ratios. Our ability to comply with these ratios may be affected

by current global economic conditions and volatility in foreign exchange rates and the financial and capital markets. We may need to seek waivers or amendments in the future. However, we cannot assure you that any future waivers or amendments, if requested, will be obtained. If we or our subsidiaries are unable to comply with the provisions of our debt instruments and are unable to obtain a waiver or amendment, the indebtedness outstanding under such debt instruments could be accelerated. Acceleration of these debt instruments would have a material adverse effect on our financial condition. See "Item 3—Key Information—COVID-19 Outbreak" and "Item 5—Operating and Financial Review and Prospects—Recent Developments—Recent Developments Relating to Effects of COVID-19 on Our Business and Operations" for more information on the impact of COVID-19.

Relevant Transactions Related to Our Indebtedness in 2020

The following is a description of our most important transactions related to our indebtedness in 2020:

- On March 13, 2020, in relation to our 3.720% Subordinated Optional Convertible Notes issued on (i) March 13, 2015 (the "March 2015 Convertible Notes") and (ii) May 28, 2015 (the "May 2015 Convertible Notes," and collectively with the March 2015 Convertible Notes, the "2020 Convertible Notes"), both of which matured on March 15, 2020, we paid an amount equal to $521 million as full settlement for such notes, which matured without conversion, except for $2,000 aggregate principal amount of the May 2015 Convertible Notes which, as of March 15, 2020, were converted into 185 ADSs of CEMEX, S.A.B. de C.V.
- In order to strengthen our liquidity position, on March 20, 2020, we made a drawdown of $1.0 billion under our committed revolving credit facility under the 2017 Facilities Agreement. After the drawdown, we had $135 million available under such committed revolving credit facility. On April 1, 2020, we made an additional drawdown of the remaining amount under the committed revolving facility, resulting in such committed revolving facility being fully drawn. We also made drawdowns under our other credit lines and loans. The drawdowns had the effect of increasing our overall debt and cash levels in the short to medium term. Moreover, on September 10, 2020, we repaid $700 million of our $1,135 million committed revolving credit tranche under the 2017 Facilities Agreement. See "Item 3—Key Information—COVID-19 Outbreak."
- With respect to the 2017 Facilities Agreement, effective May 22, 2020, we negotiated, among other amendments, (a) modifications to the limits of the consolidated coverage ratio and the consolidated leverage ratio; (b) modifications to the applicable margin over LIBOR, or EURIBOR in relation to any Euro loan, depending on the consolidated leverage ratio, to accommodate for the increased leverage limits; and (c) certain temporary or circumstance-based limitations on our ability to execute certain capital expenditures, acquisitions, share buybacks and the granting of loans to third parties.
- On June 5, 2020, we issued $1.0 billion aggregate principal amount of our 7.375% Senior Secured Notes due 2027 (the "June 2027 Dollar Notes") in transactions exempt from registration pursuant to Rule 144A and Regulation S under the Securities Act. CEMEX España, CEMEX Asia, CEMEX Concretos, CEMEX Corp., CEMEX Finance, Cemex Africa & Middle East Investments, CEMEX France, CEMEX Research Group and CEMEX UK fully and unconditionally guarantee the performance of all of our obligations under the June 2027 Dollar Notes. The payment of principal, interest and premium, if any, on such notes is secured by a first-priority security interest over the Collateral and all proceeds of the Collateral.
- On June 30, 2020, CHP reached an agreement with BDO Unibank, Inc. to amend the senior unsecured Philippine Peso term loan facility entered into between CHP and BDO Unibank, Inc. on February 1, 2017 with an outstanding amount to the Philippine Peso equivalent of, as of December 31, 2020, $225 million (as amended or supplemented from time to time, the "CHP Facility Agreement"), so that CHP is required to comply with the following financial covenants commencing on June 30, 2021, each of which is tested twice per year: (i) a ratio of consolidated total debt (as defined in the CHP Facility

Agreement) to consolidated Operating EBITDA (as defined in the CHP Facility Agreement) not exceeding 4.00x; and (ii) a ratio of consolidated Operating EBITDA (as defined in the CHP Facility Agreement) to consolidated interest expense (as defined in the CHP Facility Agreement) not less than 4.00x. No other modifications to the terms and conditions to the CHP Facility Agreement were made.

- On September 17, 2020, we issued $1.0 billion aggregate principal amount of our 5.200% Senior Secured Notes due 2030 (the "September 2030 Dollar Notes") in transactions exempt from registration pursuant to Rule 144A and Regulation S under the Securities Act. CEMEX España, CEMEX Asia, CEMEX Concretos, CEMEX Corp., CEMEX Finance, Cemex Africa & Middle East Investments, CEMEX France, CEMEX Research Group and CEMEX UK fully and unconditionally guarantee the performance of all of our obligations under the September 2030 Dollar Notes. The payment of principal, interest and premium, if any, on such notes is secured by a first-priority security interest over the Collateral and all proceeds of the Collateral.
- With respect to the 2017 Facilities Agreement, effective October 13, 2020, we negotiated, among other amendments: (i) extending $1.1 billion of term loan maturities to 2025 and the maturity of $1.1 billion under the revolving facility to 2023, under similar terms as previously existing; (ii) the inclusion of five sustainability-linked metrics, including reduction of net CO_2 emissions and use of power from green energy, among other indicators, annual performance in respect of which may result in a total adjustment of the interest rate margin of up to plus or minus five basis points under tranches amounting to $3.2 billion; and (iii) redenominating $313 million of previous Dollar exposure under the term loans to Mexican Pesos, as well as $82 million to Euros. Additionally, we tightened our consolidated leverage ratio covenant from 7.00:1 to a limit of 6.25:1 for the periods ending on September 30, 2020, December 31, 2020 and March 31, 2021. In addition, on December 17, 2020, commitments were increased by $93 million and $43 million under the new term loan facilities and the new revolving credit facility created pursuant to the October 2020 Facilities Agreement Amendments, respectively. Subsequently, we cancelled commitments in those same amounts under the term loan facilities and the revolving credit facility already existing before the October 2020 Facilities Agreement Amendments. Following the aforementioned increase and cancellation, the amount of commitments under the 2017 Facilities Agreement remained effectively unchanged, but maturity of the aforementioned amounts being effectively extended from 2022 to 2025 (for the term loan facility commitments) and to 2023 (for the revolving credit facility commitments). Additionally, effective December 24, 2020, an additional $14 million of commitments under the revolving facility existing prior to the October 2020 Facilities Agreement Amendments were cancelled.
- On October 9, 2020, CEMEX Finance redeemed €215 million aggregate principal amount of the June 2024 Euro Notes. After giving effect to this partial redemption, €185 million aggregate principal amount of the June 2024 Euro Notes remained outstanding. Subsequently on October 16, 2020, CEMEX Finance redeemed the remaining €185 million aggregate principal amount of the June 2024 Euro Notes.
- On October 9, 2020, CEMEX Finance redeemed the remaining $640 million aggregate principal amount of the April 2024 Dollar Notes.
- On October 15, 2020, we prepaid $530 million corresponding to the July 2021 amortization under the new term loan facilities created pursuant to the October 2020 Facilities Agreement Amendments.
- On October 16, 2020, we redeemed the remaining $750 million aggregate principal amount of the May 2025 Dollar Notes.

During 2020, we conducted drawdowns and repayments under the revolving tranche of the 2017 Facilities Agreement. As of December 31, 2020, we had no amounts outstanding under the revolving tranche of the 2017 Facilities Agreement. In addition, as of December 31, 2020, we had an aggregate amount of $1,121 million available under the revolving tranche of the 2017 Facilities Agreement. We used a substantial portion of the proceeds from these transactions to repay and refinance indebtedness, to improve our liquidity position and for

general corporate purposes. For a description of the 2017 Facilities Agreement, see "Item 5— Operating and Financial Review and Prospects—Liquidity and Capital Resources—Our Indebtedness."

Our Other Financial Obligations

Other financial obligations in the consolidated statement of financial position as of December 31, 2019 and 2020 are detailed as follows:

	2019			2020		
	Short-term	Long-term	Total	Short-term	Long-term	Total
	(in millions of Dollars)					
Leases	$ 262	1,044	1,306	$ 293	967	1,260
Liabilities secured with accounts receivable	599	—	599	586	—	586
Convertible subordinated notes due 2020	520	—	520	—	—	—
	$1,381	1,044	2,425	$ 879	967	1,846

As mentioned in note 3.6 to our 2020 audited consolidated financial statements included elsewhere in this annual report, financial instruments convertible into CPOs and/or ADSs contain components of both liability and equity, which are recognized differently depending on whether the instrument is mandatorily convertible or is optionally convertible by election of the note holders, as well as the currency in which the instrument is denominated and the functional currency of the issuer.

Leases

We have several operating and administrative assets under lease contracts. We apply the recognition exemption for short-term leases and leases of low-value assets. See notes 15.2 and 17.2 to our 2020 audited consolidated financial statements included elsewhere in the annual report.

Changes in the balance of lease financial liabilities during 2018, 2019 and 2020 were as follows:

(in millions of Dollars)	2018	2019	2020
Lease financial liability at beginning of year	$1,309	1,315	1,306
Additions from new leases	296	274	213
Reductions from payments	(192)	(239)	(276)
Cancellations and liability remeasurements	(67)	(54)	(9)
Foreign currency translation and accretion effects	(31)	10	26
Lease financial liability at end of year	$1,315	1,306	1,260

As of December 31, 2020, the maturities of non-current lease financial liabilities are as follows:

(in millions of Dollars)	Total
2022	$199
2023	162
2024	127
2025	95
2026 and thereafter	384
	$967

Total cash outflows for leases including the interest expense portion as disclosed in note 8.1 to our 2020 audited consolidated financial statements included elsewhere in this annual report in 2018, 2019 and 2020 were $266 million, $316 million and $350 million, respectively.

Our Receivables Financing Arrangements

Our subsidiaries in Mexico, the United States, France and the United Kingdom are parties to sales of trade accounts receivable programs with financial institutions, referred to as securitization programs. As of December 31, 2019 and 2020, trade accounts receivable included receivables of $682 million and $677 million, respectively. Under these programs, our subsidiaries effectively surrender control associated with the trade accounts receivable sold and there is no guarantee or obligation to reacquire the assets. Nonetheless, in such programs, our subsidiaries retain certain residual interest in the programs and/or maintain continuing involvement with the accounts receivable. Therefore, the trade accounts receivable sold were not removed from the statement of financial position, and the funded amounts were recognized within the line item of "Other financial obligations" and the difference in each year against the trade receivables sold was maintained as reserves. Trade accounts receivable qualifying for sale exclude amounts over certain days past due or concentrations over certain limits to any customer, according to the terms of the programs. The portion of the accounts receivable sold maintained as reserves amounted to $83 million and $91 million as of December 31, 2019 and 2020, respectively. Therefore, the funded amount to us was $599 million in 2019 and $586 million as of December 31, 2020. The discount granted to the acquirers of the trade accounts receivable is recorded as financial expense and amounted to $23 million in 2018, $25 million in 2019 and $13 million in 2020. Our securitization programs are usually negotiated for periods of one to two years and are usually renewed at their maturity. See notes 10 and 17.2 to our 2020 audited consolidated financial statements included elsewhere in this annual report.

2020 Convertible Notes

During 2015, we issued $521 million aggregate principal amount of 3.72% optional convertible subordinated notes due in March 2020 because of exchanges or settlements of other convertible notes. The 2020 Convertible Notes, were subordinated to most of our liabilities and commitments and were convertible into a fixed number of our ADSs at any time at the holder's election and were subject to antidilution adjustments. As of December 31, 2019, the conversion price per ADS for the 2020 Convertible Notes was $10.73 dollars. On March 13, 2020, CEMEX paid $521 million as full settlement of the aggregate outstanding amount of the 2020 Convertible Notes which matured on March 15, 2020 with a minimal conversion of ADS. See note 17.2 to our 2020 audited consolidated financial statements included elsewhere in this annual report.

November 2019 Mandatory Convertible Mexican Peso Notes

In December 2009, we exchanged certain debt into $315 million principal amount of 10% mandatorily convertible securities denominated in Mexican Pesos maturing in 2019 (the "November 2019 Mandatory Convertible Mexican Peso Notes"). On November 28, 2019, the November 2019 Mandatory Convertible Mexican Peso Notes matured and were converted into 236 million CPOs at a conversion price in Mexican Pesos equivalent to $0.8937 per CPO.

Perpetual Debentures

We define the Perpetual Debentures collectively, as the (i) Dollar-denominated 6.196% Fixed-to-Floating Rate Callable Perpetual Debentures issued by C5 Capital (SPV) Limited, (ii) Dollar-denominated 6.640% Fixed-to-Floating Rate Callable Perpetual Debentures issued by C8 Capital (SPV) Limited, (iii) Dollar-denominated 6.722% Fixed-to-Floating Rate Callable Perpetual Debentures issued by C10 Capital (SPV) Limited and (iv) Euro-denominated 6.277% Fixed-to-Floating Rate Callable Perpetual Debentures issued by C10-EUR Capital (SPV) Limited. Unless the context otherwise requires, when we refer to the Perpetual Debentures (as defined above), we also include our dual-currency notes that underlie the Perpetual Debentures.

As of December 31, 2018, 2019 and 2020, non-controlling interest stockholders' equity included $444 million, $443 million and $449 million, respectively, representing the notional amount of Perpetual

Debentures, which exclude any Perpetual Debentures held by subsidiaries. The Perpetual Debentures have no fixed maturity date and do not represent contractual obligations to exchange any series of its outstanding Perpetual Debentures for financial assets or financial liabilities. Based on their characteristics, the Perpetual Debentures, issued through SPVs, qualify as equity instruments and are classified within non-controlling interest as they were issued by consolidated entities, and, if the conditions to interest deferred are satisfied, we have the unilateral right to defer indefinitely the payment of interest due on the Perpetual Debentures. Issuance costs, as well as the interest expense, which is accrued based on the principal amount of the Perpetual Debentures, are included within Other equity reserves and represented expenses of $29 million, $29 million and $24 million in 2018, 2019 and 2020, respectively. The different SPVs were established solely for purposes of issuing the Perpetual Debentures and are included in our 2020 audited consolidated financial statements included elsewhere in this annual report. As of December 31, 2020, the Perpetual Debentures were as follows:

Issuer	Issuance Date	Nominal Amount at Issuance Date (in millions)	Nominal Amount Outstanding as of December 31, 2020 (in millions)	Repurchase Option	Interest Rate
C10-EUR Capital (SPV) Ltd.(2)	May 2007	€ 730	€ 64	Tenth anniversary	EURIBOR + 4.79%
C8 Capital (SPV) Ltd.(1)	February 2007	$ 750	$ 135	Eighth anniversary	LIBOR + 4.40%
C5 Capital (SPV) Ltd.(1)	December 2006	$ 350	$ 61	Fifth anniversary	LIBOR + 4.277%
C10 Capital (SPV) Ltd.(1)	December 2006	$ 900	$ 175	Tenth anniversary	LIBOR + 4.71%

(1) As of December 31, 2019 and 2020, 3-month LIBOR was 1.9084% and 0.2384%, respectively.

(2) EURIBOR above refers to the Euro Interbank Offered Rate. As of December 31, 2019 and 2020, 3-month EURIBOR was (0.3839)% and (0.545)%, respectively.

Stock Repurchase Program

Under Mexican law, CEMEX, S.A.B. de C.V.'s shareholders are the only ones authorized to approve the maximum amount of resources that can be allocated to the stock repurchase program at any annual general ordinary shareholders' meeting. Unless otherwise instructed by CEMEX, S.A.B. de C.V.'s shareholders, we are not required to purchase any minimum number of shares pursuant to such program.

In connection with CEMEX, S.A.B. de C.V.'s annual general ordinary shareholders' meetings held on April 5, 2018 and March 28, 2019, proposals were approved to set the amount of $500 million or its equivalent in Mexican Pesos, each year and until the next ordinary shareholders' meeting, as the maximum amount of resources that CEMEX, S.A.B. de C.V. can use to repurchase its own shares or securities that represent such shares. The board of directors of CEMEX, S.A.B. de C.V. approved the policy and procedures for the operation of the stock repurchase program, and is authorized to determine the basis on which the repurchase and placement of such shares is made, appoint the persons who will be authorized to make the decision of repurchasing or replacing such shares and appoint the persons responsible to make the transaction and furnish the corresponding notices to authorities. The board of directors of CEMEX, S.A.B. de C.V. and/or attorneys-in-fact or delegates designated in turn, or the persons responsible for such transactions, will determine, in each case, if the repurchase is made with a charge to stockholders' equity as long as the shares belong to CEMEX, S.A.B. de C.V. or with a charge to share capital if it is resolved to convert the shares into non-subscribed shares to be held in treasury. See "—Recent Developments—Recent Developments Relating to CEMEX, S.A.B. de C.V.'s Shareholders' Meetings." We remain subject to certain restrictions regarding the repurchase of shares of our capital stock under the 2017 Facilities Agreement and the indentures governing the outstanding Senior Secured Notes.

As of December 31, 2019, under the repurchase program authorized at CEMEX, S.A.B. de C.V.'s ordinary general shareholders meeting held on March 28, 2019, CEMEX, S.A.B. de C.V. repurchased 157.7 million CPOs, at a weighted-average price in Mexican Pesos equivalent to $0.3164 per CPO. The total amount of these CPO repurchases, excluding fees and value-added tax, was $50 million. The shares repurchased under the 2019 repurchase program were cancelled at the CEMEX, S.A.B. de C.V. annual general ordinary shareholders' meeting held on March 26, 2020.

From March 10, 2020 to March 24, 2020, under the repurchase program authorized at CEMEX, S.A.B. de C.V.'s ordinary general shareholders meeting held on March 28, 2019, CEMEX, S.A.B. de C.V. repurchased 378.2 million CPOs, which represented 2.5% of CEMEX, S.A.B. de C.V.'s outstanding share capital as of December 31, 2019, at a weighted-average price in Mexican Pesos equivalent to $0.21 per CPO, which was equivalent to an amount of $83.2 million, excluding value-added tax. CEMEX, S.A.B. de C.V. did not repurchase any other CPOs between January 1, 2020 and March 10, 2020 and has not repurchased any additional CPOs since March 24, 2020. On April 8, 2020, we announced that, to enhance our liquidity, we suspended the CEMEX, S.A.B. de C.V. share repurchase program for the remainder of 2020. The shares repurchased under the repurchase program authorized at CEMEX, S.A.B. de C.V.'s ordinary general shareholders meeting held on March 26, 2020 were proposed for cancellation at the CEMEX, S.A.B. de C.V. annual general ordinary shareholders' meeting held on March 25, 2021. The following table sets out information concerning repurchases by CEMEX, S.A.B. de C.V. of its CPOs in 2020. We did not repurchase CPOs other than through the stock repurchase program.

Period	Total Number of CPOs Purchased	Average Price in Dollars per CPO	Total Number of CPOs Purchases as Part of Publicly Announced Plans or Programs	Approximate Peso Value of CPOs that May Yet be Purchased Under Plans
January 1 to January 31	—	—	—	$ 9,390,109,231.53
February 1 to February 28	—	—	—	$ 9,755,109,231.53
March 1 to March 31	378,161,560	0.2200	378,161,560	$ 11,840,000,000.00
April 1 to April 30	—	—	—	$ 12,055,000,000.00
May 1 to May 31	—	—	—	$ 11,070,000,000.00
June 1 to June 30	—	—	—	$ 11,495,000,000.00
July 1 to July 31	—	—	—	$ 11,125,000,000.00
August 1 to August 31	—	—	—	$ 10,945,000,000.00
September 1 to September 30	—	—	—	$ 11,055,000,000.00
October 1 to October 31	—	—	—	$ 10,595,000,000.00
November 1 to November 30	—	—	—	$ 10,090,000,000.00
December 1 to December 31	—	—	—	$ 9,945,000,000.00
Total	**378,161,560**	**0.2200**	**378,161,560**	

Research and Development, Patents and Licenses, etc.

Headed by CEMEX Research Center, Research and Development ("R&D") is increasingly assuming a key role as it is recognized as an important element in creating value for our products, which is important to CEMEX's comprehensive pricing strategy for CEMEX's products. Through the development of innovative technologies, services, and commercial models, CEMEX is leveraging its know-how-based assets to create an important differentiation in its offerings to customers in a broad range of markets with unique challenges. We focus on creating tangible value for our customers by creating products designed to make their business more profitable, but more importantly, as leaders in the industry, CEMEX intends to elevate and accelerate the industry's evolution in order to achieve greater sustainability, increase engagement in social responsibility and provoke an important leap in its technological advancement.

CEMEX's R&D initiatives are globally led, coordinated and managed by CEMEX Research Center with headquarters in Switzerland, which encompasses the areas of Global R&D, Intellectual Property Management, Cement Production Technology, Sustainability, Business Process & IT, Innovation, and Commercial & Logistics.

CEMEX's interaction and engagement with customers is growing and evolving through the exploration of novel interaction methodologies. CEMEX's R&D continues to develop and evolve in the area of customer centricity, but with complementary emphases on digitalization, development of digital-based business models, socio-urban dynamics, processes and technologies to mitigate CO_2, and evaluating, adopting and proposing methodologies to engage specific types of customers who are the key decision makers in the very early stages of a construction project. Such methodologies are defining innovative approaches to involve and expose existing, potential, and future customers (e.g., Engineering & Architectural students) to our value-added products (cement, aggregates, ready-mix concrete, and admixtures) and constructions solutions. In other words, we aspire to create a unique customer experience in which the customer can see, touch, interact and even stimulate the modification of our technologies.

The areas of Global R&D and Cement Production Technology are responsible for, among others, developing new products for our cement, ready-mix concrete, aggregate and admixture businesses as well as introduce novel and/or improved processing and manufacturing technology for all of CEMEX's core businesses. These areas also address energy efficiency of buildings, comfort, novel and more efficient construction systems. Additionally, the Global R&D and Sustainability areas collaborate to develop and propose construction solutions through consulting and the integration of the aforementioned technologies.

The Cement Production Technology and Sustainability areas are dedicated to, among others, operational efficiencies leading to cost reductions and enhancing our CO_2 footprint and overall environmental impact through the usage of alternative or biomass fuels, the use of supplementary materials in substitution of clinker, as well as by managing our CO_2 footprint, mitigating it and processing it in the context of a circular economy. For example, we have developed processes and products that allow us to reduce heat consumption in our kilns, which in turn reduces energy costs. Special emphasis is placed on defining parameters by which we communicate our efforts to preserve resources for the future, reduce our CO_2 footprint and become more resilient with respect to our energy-related needs and potential supply constraints.

With respect to energy, the R&D team is focusing on energy storage, which represents the largest and most near-term opportunity to accelerate renewable energy deployments and bring us closer to replacing fossil fuels as the primary resource to meet the world's continual growth in energy demand. Global products/brands have been conceptualized and engineered to positively impact the jobsite safety, promote efficient construction practices, sensibly preserve natural resources vital to life, lower carbon footprint and improve the quality of life in rapidly transforming cities.

Underlying CEMEX's R&D philosophy is a growing culture of global collaboration and coordination, where the innovation team identifies and promotes novel collaboration practices and mobilizes its adoption within CEMEX. Getting closer and understanding our customers is a fundamental transformation within CEMEX, and consequently the Commercial & Logistics area is carrying out research initiatives to better attend the needs of customers as well as identify key changes in our supply chain management that should enable us to bring products, solutions and services to our customers in the most cost-effective and efficient manner, using what we believe to be the best available technologies to design a new standard in digital commercial models. As of December 31, 2020, CEMEX Research Center actively participates in several research projects (SOLPART, EPOS, LEILAC, GENESIS, DESTINYand eCOCO2), funded by the EU under the H2020 program, to develop new technologies aimed at reducing CEMEX's carbon footprint in Europe and other countries in which CEMEX operates.

There are nine laboratories supporting CEMEX's R&D efforts under a collaborative network. The laboratories are strategically located in close proximity to our plants and assist the operating subsidiaries with

troubleshooting, optimization techniques and quality assurance methods. The laboratory located in Switzerland is continually improving and consolidating our research and development efforts in the areas of cement, concrete, aggregates, admixtures, mortar and asphalt technology, sustainability and energy management. In addition, CEMEX Research Center actively generates and registers patents and pending applications in many of the countries in which CEMEX operates. Patents and trade secrets are managed strategically to achieve important technology lock-ins associated with CEMEX technology.

Our Information Technology divisions develop information management systems and software relating to cement and ready-mix concrete operational practices, automation and maintenance. These systems have helped us to better serve our clients with respect to purchasing, delivery and payment. More importantly, thanks to the activities of the Business Process and Information Technology departments, CEMEX is continuously improving and innovating its business processes to adapt them to the dynamically evolving markets to better serve CEMEX's needs. The launch of CEMEX Go and its deployment throughout our operations is a testament to our commitment to evolve our digital commercial model to better serve the market and our customers.

R&D activities comprise part of the daily routine of the aforementioned departments and divisions. Therefore, the costs associated with such activities are expensed as incurred. In 2018, 2019 and 2020, total combined expenses of these departments recognized within administrative expenses were $39 million, $38 million and $31 million, respectively. We capitalize the costs incurred in the development of software for internal use which are amortized in operating results over the estimated useful life of the software, which is approximately five years. Capitalized direct costs incurred in the development stage of internal-use software, such as professional fees, direct labor and related travel expenses amounted to $133 million in 2018, $102 million in 2019 and $40 million in 2020. See notes 6 and 16.1 to our 2020 audited consolidated financial statements included elsewhere in this annual report.

Trend Information

Other than as disclosed elsewhere in this annual report, we are not aware of any trends, uncertainties, demands, commitments or events for the year ended December 31, 2020 that are reasonably likely to have a material and adverse effect on our revenues, income, profitability, liquidity or capital resources, or that would cause the disclosed financial information to be not necessarily indicative of future results of operations or financial conditions.

Summary of Material Contractual Obligations and Commercial Commitments

The 2017 Facilities Agreement

On July 19, 2017, we and certain of our subsidiaries entered into the 2017 Facilities Agreement for an amount in different currencies equivalent to $4.1 billion (in aggregate), the proceeds of which were used to refinance indebtedness incurred under a then-existing credit agreement and other debt repayment obligations. In March 2019 and October 2019, we obtained the requisite consents from lenders under the 2017 Facilities Agreement to make certain amendments to the 2017 Facilities Agreement and entered into amendment and restatement agreements to the 2017 Facilities Agreement, on April 2, 2019 and November 4, 2019, respectively. See "—Liquidity and Capital Resources—Our Indebtedness" and "—Liquidity and Capital Resources—Relevant Transactions Related to Our Indebtedness in 2020" for a discussion of such amendments. Effective May 22, 2020, we negotiated, among other amendments, (a) modifications to the limits of the consolidated coverage ratio and the consolidated leverage ratio; (b) modifications to the applicable margin over LIBOR, or EURIBOR in relation to any Euro loan, depending on the consolidated leverage ratio, to accommodate for the increased leverage limits; and (c) certain temporary or circumstance-based limitations on our ability to execute certain capital expenditures, acquisitions, share buybacks and the granting of loans to third parties. Further, effective October 13, 2020, we negotiated, among other amendments, (i) extending $1.1 billion of term loan maturities to

2025 and the maturity of $1.1 billion under the revolving facility to 2023, under similar terms as previously existing; (ii) the inclusion of five sustainability-linked metrics, including reduction of net CO_2 emissions and use of power from green energy, among other indicators, annual performance in respect of which may result in a total adjustment of the interest rate margin of up to plus or minus five basis points under tranches amounting to $3.2 billion; and (iii) redenominating $313 million of previous Dollar exposure under the term loans to Mexican Pesos, as well as $82 million to Euros. Additionally, we tightened our consolidated leverage ratio covenant from 7.00:1 to a limit of 6.25:1 for the periods ending on September 30, 2020, December 31, 2020 and March 31, 2021.

In addition, on December 17, 2020, commitments were increased by $93 million and $43 million under the new term loan facilities and the new revolving credit facility created pursuant to the October 2020 Facilities Agreement Amendments, respectively. Subsequently, we cancelled commitments in those same amounts under the term loan facilities and the revolving credit facility already existing before the October 2020 Facilities Agreement Amendments. Following the aforementioned increase and cancellation, the amount of commitments under the 2017 Facilities Agreement remained effectively unchanged, but maturity of the aforementioned amounts being effectively extended from 2022 to 2025 (for the term loan facility commitments) and to 2023 (for the revolving credit facility commitments). Additionally, effective December 24, 2020, an additional $14 million of commitments under the revolving facility existing prior to the October 2020 Facilities Agreement Amendments were cancelled.

As of December 31, 2020, we reported an aggregate principal amount of outstanding debt of $2,420 million under the 2017 Facilities Agreement. The 2017 Facilities Agreement is secured by a first-priority security interest over the Collateral and all proceeds of such Collateral. As of July 19, 2017, commitments initially available under the 2017 Facilities Agreement included (i) €741 million, (ii) £344 million and (iii) $2,746 million, out of which $1,135 million were in the committed revolving credit tranche under the 2017 Facilities Agreement. As of December 31, 2020, the 2017 Facilities Agreement had an amortization profile, considering all commitments of $60 million in 2021, $68 million in 2022, $577 million in 2023, $577 million in 2024 and $1,138 million in 2025, respectively.

Our failure to comply with restrictions and covenants under the 2017 Facilities Agreement could have a material adverse effect on our business and financial conditions. For a discussion of restrictions and covenants under the 2017 Facilities Agreement, see “Item 3—Key Information—Risk Factors—Risks Relating to Our Business—The 2017 Facilities Agreement contains several restrictions and covenants. Our failure to comply with such restrictions and covenants could have a material adverse effect on our business and financial conditions.”

Senior Secured Notes

We refer to the January 2025 Dollar Notes, December 2024 Euro Notes, March 2026 Euro Notes, April 2026 Dollar Notes, November 2029 Dollar Notes, June 2027 Dollar Notes, September 2030 Dollar Notes and July 2031 Dollar Notes collectively as the Senior Secured Notes.

The indentures governing our outstanding Senior Secured Notes impose significant operating and financial restrictions on us. These restrictions limit our ability, among other things, to: (i) create liens; (ii) incur additional debt; (iii) change CEMEX’s business or the business of any obligor or material subsidiary (in each case, as defined in the 2017 Facilities Agreement); (iv) enter into mergers; (v) enter into agreements that restrict our subsidiaries ability to pay dividends or repay intercompany debt; (vi) acquire assets; (vii) enter into or invest in joint venture agreements; (viii) dispose of certain assets; (ix) grant additional guarantees or indemnities; (x) declare or pay cash dividends or make share redemptions; (xi) enter into certain derivatives transactions; and (xii) exercise any call option in relation to any perpetual bonds issues unless the exercise of the call options does not have a materially negative impact on our cash flow.

January 2025 Dollar Notes. On September 11, 2014, CEMEX, S.A.B. de C.V. issued $1.1 billion aggregate principal amount of its 5.700% January 2025 Dollar Notes in transactions exempt from registration pursuant to

Rule 144A and Regulation S under the Securities Act. CEMEX Concretos, CEMEX España, CEMEX Asia, CEMEX Corp., CEMEX Finance, Cemex Africa & Middle East Investments, CEMEX France, CEMEX Research Group and CEMEX UK fully and unconditionally guarantee the performance of all obligations of CEMEX, S.A.B. de C.V. under the January 2025 Dollar Notes. The payment of principal, interest and premium, if any, on such notes is secured by a first-priority security interest over the Collateral and all proceeds of the Collateral. On February 16, 2021 and April 21, 2021, we redeemed in full the $1,071 million aggregate principal amount of the January 2025 Dollar Notes. See "Item 5—Operating and Financial Review and Prospects—Recent Developments—Recent Developments Related to Our Indebtedness—Full Redemption of January 2025 Dollar Notes."

April 2026 Dollar Notes. On March 16, 2016, CEMEX, S.A.B. de C.V. issued $1.0 billion aggregate principal amount of its 7.750% April 2026 Dollar Notes in transactions exempt from registration pursuant to Rule 144A and Regulation S under the Securities Act. CEMEX España, CEMEX Asia, CEMEX Concretos, CEMEX Corp., CEMEX Finance, Cemex Africa & Middle East Investments, CEMEX France, CEMEX Research Group and CEMEX UK fully and unconditionally guarantee the performance of all obligations of CEMEX, S.A.B. de C.V. under the April 2026 Dollar Notes. The payment of principal, interest and premium, if any, on such notes is secured by a first-priority security interest over the Collateral and all proceeds of the Collateral. On February 16, 2021, we redeemed in full the $1.0 billion aggregate principal amount of the April 2026 Dollar Notes. See "Item 5—Operating and Financial Review and Prospects—Recent Developments—Recent Developments Related to Our Indebtedness—Full Redemption of April 2026 Dollar Notes."

December 2024 Euro Notes. On December 5, 2017, CEMEX, S.A.B. de C.V. issued €650 million aggregate principal amount of its 2.750% Euro-denominated Senior Secured Notes due 2024 (the "December 2024 Euro Notes") in transactions exempt from registration pursuant to Rule 144A and Regulation S under the Securities Act. CEMEX España, CEMEX Asia, CEMEX Concretos, CEMEX Corp., CEMEX Finance, Cemex Africa & Middle East Investments, CEMEX France, CEMEX Research Group and CEMEX UK fully and unconditionally guarantee the performance of all obligations of CEMEX, S.A.B. de C.V. under the December 2024 Euro Notes. The payment of principal, interest and premium, if any, on such notes is secured by a first-priority security interest over the Collateral and all proceeds of the Collateral.

March 2026 Euro Notes. On March 19, 2019, CEMEX, S.A.B. de C.V. issued €400 million aggregate principal amount of its 3.125% Euro-denominated Senior Secured Notes due 2026 (the "March 2026 Euro Notes") in transactions exempt from registration pursuant to Rule 144A and Regulation S under the Securities Act. CEMEX España, CEMEX Asia, CEMEX Concretos, CEMEX Corp., CEMEX Finance, Cemex Africa & Middle East Investments, CEMEX France, CEMEX Research Group and CEMEX UK fully and unconditionally guarantee the performance of all obligations of CEMEX, S.A.B. de C.V. under the March 2026 Euro Notes. The payment of principal, interest and premium, if any, on such notes is secured by a first-priority security interest over the Collateral and all proceeds of the Collateral.

November 2029 Dollar Notes. On November 19, 2019, CEMEX, S.A.B. de C.V. issued $1.0 billion aggregate principal amount of its 5.450% Senior Secured Notes due 2029 (the "November 2029 Dollar Notes") in transactions exempt from registration pursuant to Rule 144A and Regulation S under the Securities Act. CEMEX España, CEMEX Asia, CEMEX Concretos, CEMEX Corp., CEMEX Finance, Cemex Africa & Middle East Investments, CEMEX France, CEMEX Research Group and CEMEX UK fully and unconditionally guarantee the performance of all obligations of CEMEX, S.A.B. de C.V. under the November 2029 Dollar Notes. The payment of principal, interest and premium, if any, on such notes is secured by a first-priority security interest over the Collateral and all proceeds of the Collateral.

June 2027 Dollar Notes. On June 5, 2020, CEMEX, S.A.B. de C.V. issued $1.0 billion aggregate principal amount of its 7.375% June 2027 Dollar Notes in transactions exempt from registration pursuant to Rule 144A and Regulation S under the Securities Act. CEMEX España, CEMEX Asia, CEMEX Concretos, CEMEX Corp., CEMEX Finance, Cemex Africa & Middle East Investments, CEMEX France, CEMEX Research Group and

CEMEX UK fully and unconditionally guarantee the performance of all of our obligations under the June 2027 Dollar Notes. The payment of principal, interest and premium, if any, on such notes is secured by a first-priority security interest over the Collateral and all proceeds of the Collateral.

September 2030 Dollar Notes. On September 17, 2020, CEMEX, S.A.B. de C.V. issued $1.0 billion aggregate principal amount of its 5.200% September 2030 Dollar Notes in transactions exempt from registration pursuant to Rule 144A and Regulation S under the Securities Act. CEMEX España, CEMEX Asia, CEMEX Concretos, CEMEX Corp., CEMEX Finance, Cemex Africa & Middle East Investments, CEMEX France, CEMEX Research Group and CEMEX UK fully and unconditionally guarantee the performance of all of our obligations under the September 2030 Dollar Notes. The payment of principal, interest and premium, if any, on such notes is secured by a first-priority security interest over the Collateral and all proceeds of the Collateral.

July 2031 Dollar Notes. On January 12, 2021, CEMEX, S.A.B. de C.V. issued $1.75 billion aggregate principal amount of its 3.875% July 2031 Dollar Notes in transactions exempt from registration pursuant to Rule 144A and Regulation S under the Securities Act. CEMEX España, CEMEX Asia, CEMEX Concretos, CEMEX Corp., CEMEX Finance, Cemex Africa & Middle East Investments, CEMEX France, CEMEX Research Group and CEMEX UK fully and unconditionally guarantee the performance of all of our obligations under the July 2031 Dollar Notes. The payment of principal, interest and premium, if any, on such notes is secured by a first-priority security interest over the Collateral and all proceeds of the Collateral. See “Item 5—Operating and Financial Review and Prospects—Recent Developments—Recent Developments Relating to Our Indebtedness—Issuance of July 2031 Dollar Notes.”

Convertible Notes

2020 Convertible Notes. During 2015, CEMEX, S.A.B. de C.V. issued in March 2015 and May 2015, respectively, a total of $521 million aggregate principal amount of its 2020 Convertible Notes.

On March 13, 2020, CEMEX paid to the trustee of the 2020 Convertible Notes the amount of $521 million as full settlement. As a result, on March 15, 2020, the 2020 Convertible Notes matured without conversion, in accordance with the indentures governing such notes, except for $2,000 aggregate principal amount of our May 2015 Convertible Notes which, as of March 15, 2020, was converted into 185 ADSs. See note 17.2 to our 2020 audited consolidated financial statements included elsewhere in this annual report.

Commercial Commitments

On July 27, 2012, we entered into a Master Professional Services Agreement with IBM (the “IBM 2012 MPSA”). The IBM 2012 MPSA provides the framework for the ordinary course of business-related services IBM provides to us on a global scale, including: information technology, application development and maintenance, finance and accounting services, and human resources administration. The term of the IBM 2012 MPSA began on July 27, 2012 and will end on August 31, 2022, unless terminated earlier. Our minimum required payment to IBM under the IBM 2012 MPSA is approximately $50 million per year. We have the right to negotiate a reduction of service fees every two years if, as a result of a third party’s benchmarking assessment, it is determined that IBM’s fees are greater than those charged by other providers for services of similar nature. We may terminate the IBM 2012 MPSA (or a portion of it) at our discretion and without cause at any time by providing at least six months’ notice to IBM and paying termination charges consisting of IBM’s unrecovered investment and breakage and wind-down costs. In addition, we may terminate the IBM 2012 MPSA (or a portion of it) for cause without paying termination charges. Other termination rights may be available to us for a termination charge that varies depending on the reason for termination. IBM may terminate the IBM 2012 MPSA if we (i) fail to make payments when due or (ii) become bankrupt and do not pay in advance for the services.

For more information on the amendment to the IBM 2012 MPSA and our entry into the IBM 2021 MSA on March 31, 2021, see “Item 5—Operating and Financial Review and Prospects—Recent Developments— Recent

Developments Relating to Our Business and Operations—Early termination of certain services under our Master Professional Services Agreement with IBM and subsequent execution of a new agreement with IBM for the same services."

As of December 31, 2020, we did not depend on any single one of our suppliers of goods or services to conduct our business.

Contractual Obligations

As of December 31, 2020, we had material contractual obligations as set forth in the table below.

	As of December 31, 2020				
Obligations	**Less than 1 year**	**1-3 years**	**3-5 years**	**More than 5 Years**	**Total**
Non-current debt	$ 104	957	3,768	4,499	9,328
Leases(1)	311	459	275	545	1,590
Total debt and other financial obligations(2)	415	1,416	4,043	5,044	10,918
Interest payments on debt(3)	452	890	750	663	2,755
Pension plans and other benefits(4)	157	144	144	1,012	1,457
Acquisition of property, plant and equipment(5)	109	–	–	–	109
Purchases of raw material, fuel and energy(6)	549	531	347	1,060	2,487
Total contractual obligations	$ 1,682	2,981	5,284	7,779	17,726

(1) Represent nominal cash flows. As of December 31, 2020, the net present value of future payments under such leases was $1,323 million, of which, $436 million refers to payments from one to three years and $242 million refer to payments from three to five years. See note 24.1 to our 2020 audited consolidated financial statements included elsewhere in this annual report.

(2) The schedule of debt payments, which includes current maturities, does not consider the effect of any refinancing of debt that may occur during the following years. In the past, we have replaced our non-current obligations for others of a similar nature.

(3) Estimated cash flows on floating rate denominated debt were determined using the floating interest rates in effect as of December 31, 2020.

(4) Represents estimated annual payments under these benefits for the next 10 years (see note 19 to our 2020 audited consolidated financial statements included elsewhere in this annual report), including the estimate of new retirees during such future years.

(5) Refers mainly to the expansion of a cement-production line in the Philippines.

(6) Future payments for the purchase of raw materials are presented on the basis of contractual nominal cash flows. Future nominal payments for energy were estimated for all contractual commitments on the basis of an aggregate average expected consumption per year using the future prices of energy established in the contracts for each period. Future payments also include CEMEX's commitments for the purchase of fuel.

As of December 31, 2018, 2019 and 2020, in connection with the commitments for the purchase of fuel and energy included in the table above, a description of the most significant contracts is as follows:

On October 24, 2018, we entered into two fixed-for-floating energy financial hedge agreements in Mexico, for a period of 20 years starting in 2020 with the solar power plants Tuli Energía and Helios Generación. Pursuant to these agreements, we fixed the megawatt-hour price (which increases at a fixed annual rate) over an electric energy volume per year and the differential between the agreed price and the market price is settled monthly. We consider these agreements to be a hedge for a portion of our aggregate consumption of electric energy in Mexico and recognize the result of the exchange of price differentials described previously in the statement of operations as a part of the costs of energy. During 2020, we paid $1.5 million as a result of these

hedges. We do not record these agreements at fair value because there is not a deep market for electric power in Mexico that would effectively allow for their valuation.

In connection with the Ventikas, located in the Mexican state of Nuevo León with a combined generation capacity of 252 MW, we agreed to acquire a portion of the energy generated by Ventikas for our overall electricity needs in Mexico for a period of 20 years, which began in April 2016. As of December 31, 2020, the estimated annual cost of this agreement was $25.5 million, assuming energy generation at full capacity (energy supply from wind sources is variable in nature and final amounts can be determined only based on energy ultimately received at the agreed prices per unit).

Beginning in February 2010, for our overall electricity needs in Mexico, we reached an agreement with the EURUS Wind Farm ("EURUS") for the purchase of a portion of the electric energy generated for a period of no less than 20 years. EURUS is a wind farm with an installed capacity of 250 MW operated by ACCIONA in the Mexican state of Oaxaca. The estimated annual cost of this agreement is $67 million (unaudited) assuming that we receive all our energy allocation. Energy supply from wind sources is variable in nature and final amounts can be determined only based on energy ultimately received at the agreed prices per unit.

We maintain a commitment initiated in April 2004 to purchase the energy generated by TEG until 2027 for our overall electricity needs in Mexico. The estimated annual cost of this agreement is $124 million assuming we receive all our energy allocation. Nonetheless, final amounts will be determined considering the final megawatt hour effectively received at the agreed prices per unit.

In connection with the above, we also committed to supply TEG and another third-party electrical energy generating plant adjacent to TEG all fuel necessary for their operations until the year 2027, equivalent to approximately 1.2 million tons of petroleum coke per year. We cover our commitments under this agreement by acquiring the aforementioned volume of fuel from sources in the international markets and Mexico.

As of December 31, 2020, CEMEX Zement GmbH ("COZ"), a subsidiary of ours in Germany, holds an energy supply contract until 2023 with Industriekraftwerk Rüdersdorf GmbH ("IKWR," a subsidiary of STEAG) in connection with the overall electricity needs of CEMEX's Rüdersdorf plant. Based on the contract, each year COZ has the option to fix in advance the volume of energy in terms of MW that it will acquire from IKWR, with the option to adjust the purchase amount one time on a monthly and quarterly basis. The estimated annual cost of this agreement is $17 million assuming that we receive all our energy allocation.

Off-Balance Sheet Arrangements

We do not have any off-balance sheet arrangements that are reasonably likely to have a material effect on our financial condition, operating results and liquidity or capital resources.

Quantitative and Qualitative Market Disclosure

Our Derivative Financial Instruments

In the ordinary course of business, we are exposed to credit risk, interest rate risk, foreign exchange risk, equity risk, commodities risk and liquidity risk, considering the guidelines set forth by CEMEX, S.A.B. de C.V.'s board of directors, which represent our risk management framework and are supervised by several of our committees. Our management establishes specific policies that determine strategies focused on obtaining natural hedges or risk diversification to the extent possible, such as avoiding customer concentration on a determined market or aligning the currencies portfolio in which we incur our debt with those in which we generate our cash flows. As of December 31, 2019 and 2020, these strategies were sometimes complemented by the use of derivative financial instruments. See notes 17.4 and 17.5 to our 2020 audited consolidated financial statements included elsewhere in this annual report.

During the reported periods, in compliance with the guidelines established by our risk management committee, the restrictions set forth by our debt agreements and our hedging strategy, we held derivative instruments, with the objectives of, as the case may be: (a) changing the risk profile or fixing the price of fuels; (b) foreign exchange hedging; (c) hedge of forecasted transactions; and (d) other corporate purposes. See note 17.4 to our 2020 audited consolidated financial statements included elsewhere in this annual report.

As of December 31, 2019 and 2020, the notional amounts and fair values of our derivative instruments were as follows:

	At December 31, 2019		At December 31, 2020		
(in millions of Dollars)	Notional Amount	Estimated Fair value	Notional Amount	Estimated Fair value	Maturity Date
Net investment hedge	1,154	(67)	741	(42)	June 2022
Interest Rate Swaps	1,000	(35)	1,334	(47)	November 2023
Equity forwards on third party shares	74	1	27	3	March 2022
Fuel price hedging	96	1	128	5	December 2023
	2,324	(100)	2,230	(81)	

The caption “Financial income and other items, net” in the statement of operations includes gains and losses related to the recognition of changes in fair values of the derivative financial instruments during the applicable period, which represented net gains of $39 in 2018, net losses of $1 in 2019, net losses of $17 in 2020. As described below, changes in fair value of our net investment hedge are recognized in other comprehensive income for the period as part of our currency translation results. In addition, changes in fair value of our outstanding interest rate swaps related to debt are recognized as part of our financial expense in the statement of operations. Changes in fair value of our fuel price hedging derivatives are temporarily recognized through other comprehensive income and are allocated to operating expenses as the related fuel volumes are consumed.

Since 2008, we significantly decreased our use of derivative instruments related to debt, thereby reducing the risk of cash margin calls.

Our Net Investment Hedge. As of December 31, 2019 and 2020, we held Dollar/Mexican Peso foreign exchange forward contracts under a program that started in February 2017 for up to $1,250 million which can be adjusted in relation to hedged risks. During 2020, this program was adjusted and reached a notional amount of $741 with forward contracts with tenors from 1 to 18 months. For accounting purposes under IFRS, we have designated this program as a hedge of our net investment in Mexican Pesos, pursuant to which changes in fair market value of these instruments are recognized as part of other comprehensive income in equity. For the years 2018, 2019 and 2020, these contracts generated losses of $59 million, losses of $126 million and gains of $53 million, respectively, which partially offset currency translation results in each year recognized in equity generated from our net assets denominated in Mexican Pesos due to the appreciation of the peso in 2018 and 2019 and the depreciation of the peso in 2020. See note 17.4 to our 2020 audited consolidated financial statements included elsewhere in this annual report.

Our Interest Rate Swaps. As of December 31, 2019 and 2020, we held interest rate swaps for a notional amount of $1,000 million, the fair value of which represented a liability of $35 million and $44 million, respectively. We negotiated in June 2018 to fix interest payments of existing bank loans bearing floating rates for a notional amount of $1,000 million. These contracts mature in June 2023. During September 2020, we amended one of the interest rate swap contracts to reduce the weighted strike from 3.05% to 2.56% paying $14 million recognized within “Financial income and other items, net” in the statement of operations. For accounting purposes under IFRS, we designated these contracts as cash flow hedges, pursuant to which, changes in fair value are initially recognized as part of other comprehensive income in equity and are subsequently allocated through financial expense as interest expense on the related bank loans is accrued. For the years ended in 2019 and 2020,

changes in fair value of these contracts generated losses of $26 million and losses of $9 million, respectively, recognized in other comprehensive income.

During October 2020, we negotiated interest rate swaps to fix interest payments of existing bank loans referenced to Mexican Peso floating rates and will mature in November 2023. As of December 31, 2020, we held a notional amount of $334 million the fair value of which represented a liability of $3 million. We designated these contracts as cash flow hedges, pursuant to which, changes in fair value are initially recognized as part of other comprehensive income in equity and are subsequently allocated through financial expense as interest expense on the related bank loans is accrued. For the year ended December 31, 2020, changes in fair value of these contracts generated losses of $3 million recognized in other comprehensive income.

As of December 31, 2018, we had an interest rate swap maturing in September 2022 associated with an agreement entered by us for the acquisition of electric energy in Mexico, the fair value of which represented assets of $11 million. Pursuant to this instrument, during the tenure of the swap and based on its notional amount, we receive fixed rate of 5.4% and pay LIBOR. During 2019, CEMEX unwound and settled its interest rate swap.

*Our Equity Forward Contracts on Third-Party Share*s. As of December 31, 2019 and 2020, we maintained equity forward contracts with cash settlement in March 2021 and March 2022, respectively, over the price of 13.9 million shares of GCC in 2019 and 4.7 million in 2020. During 2019 and 2020, we early settled a portion of these contracts for 6.9 and 9.2 million shares, respectively. Changes in the fair value of these instruments and early settlement effects generated gains of $26 million in 2018, gains of $2 million in 2019 and gains of $1 million in 2020 recognized within “Financial income and other items, net” in the statement of operations. See notes 14.1 and 17.4 to our 2020 audited consolidated financial statements included elsewhere in this annual report.

Our Fuel Price Hedging Derivatives. As of December 31, 2019 and 2020, we maintained forward and option contracts negotiated to hedge the price of certain fuels, primarily including diesel and gas, in several operations for aggregate notional amounts of $96 million and $128 million, respectively, with an estimated aggregate fair value representing assets of $1 million in 2019 and assets of $5 million in 2020. By means of these contracts, for our own consumption only, we fixed the price of these fuels over certain volumes representing a portion of the estimated consumption of such fuels in several operations. These contracts have been designated as cash flow hedges of diesel or gas consumption, and as such, changes in fair value are recognized temporarily through other comprehensive income and are recycled to operating expenses as the related fuel volumes are consumed. For the years 2018, 2019 and 2020, changes in fair value of these contracts recognized in other comprehensive income represented losses of $35 million, gains of $15 million and gains of $7 million, respectively.

Other Derivative Financial Instruments. During 2020, we negotiated Dollar/Peso, Dollar/Euro and Dollar/British Pound foreign exchange forward contracts to sell Dollars and Pesos and buy Euro and British Pounds, negotiated in connection with the voluntary prepayment and currency exchanges under the 2017 Facilities Agreement, for a combined notional amount of $397 million. For the year 2020, the aggregate results from positions entered and settled, generated losses of $15 million recognized within Financial income and other items, net in the statements of operation. Additionally, during 2020, we negotiated Dollar/Euro foreign exchange forward contracts to sell Dollars and buy Euro, negotiated in connection with the redemption of the 4.625% April 2024 Notes. For the year 2020, the aggregate results of these instruments from positions entered and settled, generated gains of $3 million, recognized within “Financial income and other items, net” in the statement of operations.

Moreover, in connection with the proceeds from the sale of certain assets in the United Kingdom, we negotiated British Pound/Euro foreign exchange forward contracts to sell British Pounds and buy Euro for a notional amount of $186 million. We settled such derivatives on August 5, 2020. During the year 2020, changes in the fair value of these instruments and their settlement generated gains of $9 million recognized within

"Financial income and other items, net" in the statement of operations. See notes 5.2 and 17.4 to our 2020 audited consolidated financial statements included elsewhere in this annual report.

With respect to our existing financial derivatives, we may incur net losses and be subject to margin calls that will require cash. Likewise, if we enter into new derivative financial instruments, we may incur net losses and be subject to margin calls. The cash required to cover the margin calls may be substantial and may reduce the funds available to us for our operations or other capital needs.

As with any derivative financial instrument, we assume the creditworthiness risk of the counterparty, including the risk that the counterparty may not honor its obligations to us. Before entering into any derivative financial instrument, we evaluate, by reviewing credit ratings and our business relationship according to our policies, the creditworthiness of the financial institutions and corporations that are prospective counterparties to our derivative financial instruments. We select our counterparties to the extent we believe that they have the financial capacity to meet their obligations in relation to these instruments. Under current financial conditions and volatility, we cannot assure that risk of non-compliance with the obligations agreed to with such counterparties is minimal. See notes 17.4 and 17.5 to our 2020 audited consolidated financial statements included elsewhere in this annual report.

The fair value of derivative financial instruments is based on estimated settlement costs or quoted market prices and supported by confirmations of these values received from the counterparties to these financial instruments. The notional amounts of derivative financial instrument agreements are used to measure interest to be paid or received and do not represent the amount of exposure to credit loss.

Interest Rate Risk, Foreign Currency Risk and Equity Risk

Interest Rate Risk. The table below presents tabular information of our fixed and floating rate non-current foreign currency-denominated debt as of December 31, 2020. Average floating interest rates are calculated based on forward rates in the yield curve as of December 31, 2020. Future cash flows represent contractual principal payments. The fair value of our floating rate non-current debt is determined by discounting future cash flows using borrowing rates available to us as of December 31, 2020 and is summarized as follows:

Non-Current Debt(1)	Expected maturity dates as of December 31, 2020						
	2021	2022	2023	2024	After 2025	Total	Fair Value
	(In millions of Dollars, except percentages)						
Variable rate	$ 103	139	712	588	1,101	$2,643	$ 2,761
Average interest rate	3.57%	3.00%	4.08%	4.10%		4.12%	
Fixed rate	$ 2	47	60	811	5,702	$6,622	$ 7,116
Average interest rate	6.46%	5.46%	5.52%	2.81%		6.05%	

(1) The information above includes the current maturities of the non-current debt. Total non-current debt as of December 31, 2020 does not include our other financial obligations and the Perpetual Debentures for an aggregate amount of $449 million issued by consolidated entities. See notes 17.2 and 21.4 to our 2020 audited consolidated financial statements included elsewhere in this annual report.

As of December 31, 2020, we were subject to the volatility of floating interest rates, which, if such rates were to increase, may adversely affect our financing cost and our net income. As of December 31, 2019, 22% of our foreign currency-denominated non-current debt bore floating rates at a weighted average interest rate of LIBOR plus 285 basis points. As of December 31, 2020, 17% of our foreign currency-denominated non-current debt bore floating rates at a weighted average interest rate of LIBOR plus 294 basis points. As of December 31, 2019 and 2020, if interest rates at that date had been 0.5% higher, with all other variables held constant, our net income for 2019 and 2020 would have been reduced by $19 million and reduced by $17 million, respectively, as a result of higher interest expense on variable-rate debt. However, this analysis does not include the interest rate swaps held by us during 2019 and 2020. See notes 17.4 and 17.5 to our 2020 audited consolidated financial statements included elsewhere in this annual report.

Foreign Currency Risk. Due to our geographic diversification, our revenues are generated in various countries and settled in different currencies. However, some of our production costs, including fuel and energy, and some of our cement prices, are periodically adjusted to take into account fluctuations between the Dollar and the other currencies in which we operate. For the year ended December 31, 2020, 21% of our revenues, before eliminations resulting from consolidation, were generated in Mexico, 29% in the United States, 5% in the United Kingdom, 6% in France, 4% in Germany, 2% in Spain, 3% in Philippines, 5% in Israel, 7% in the Rest of EMEAA segment, 3% in Colombia, 1% in Panama, 2% in Caribbean TCL, 2% in the Dominican Republic, 4% in the Rest of SCA&C segment and 6% from our Other operations.

Foreign exchange gains and losses occur by monetary assets or liabilities in a currency different from its functional currency and are recorded in the consolidated statements of operations, except for exchange fluctuations associated with foreign currency indebtedness directly related to the acquisition of foreign entities and related parties' long-term balances denominated in foreign currency, for which the resulting gains or losses are reported in other comprehensive income. As of December 31, 2019 and 2020, excluding from the sensitivity analysis the impact of translating the net assets of foreign operations into our reporting currency and considering a hypothetical 10% strengthening of the Dollar against the Mexican Peso, with all other variables held constant, our net income for 2019 and 2020 would have decreased by $76 million and decreased $87 million, respectively, as a result of higher foreign exchange losses on our dollar-denominated net monetary liabilities held in consolidated entities with other functional currencies. Conversely, a hypothetical 10% weakening of the Dollar against the Mexican Peso would have had the opposite effect.

As of December 31, 2020, 64% of our total debt plus other financial obligations was Dollar-denominated, 22% was Euro-denominated, 5% was Pound Sterling-denominated, 5% was Mexican Peso-denominated, 2% was Philippine Peso-denominated and 2% was denominated in other currencies, which does not include $449 million of Perpetual Debentures. Therefore, we had a foreign currency exposure arising from the debt plus other financial obligations denominated in Dollars and the debt and other financial obligations denominated in Euros versus the currencies in which our revenues are settled in most countries in which we operate. We cannot guarantee that we will generate sufficient revenues in Dollars and Euros from our operations to service these obligations. As of December 31, 2019 and 2020, we had not implemented any derivative financing hedging strategy to address this foreign currency risk.

In addition, considering that CEMEX S.A.B. de C.V.'s functional currency for all assets, liabilities and transactions associated with its financial and holding company activities is the Dollar (note 3.4), there is foreign currency risk associated with the translation of subsidiaries' net assets denominated in different currencies (Mexican Peso, Euro, Pound Sterling and other currencies) into Dollars. When the Dollar appreciates, the value of CEMEX S.A.B. de C.V.'s net assets denominated in other currencies decreases in terms of Dollars, generating negative foreign currency translation and reducing stockholders' equity. Conversely, when the dollar depreciates, the value of CEMEX S.A.B. de C.V.'s net assets denominated in other currencies would increase in terms of Dollars generating the opposite effect. As mentioned above in our derivative financial instruments section, we have implemented a Dollar/Mexican Peso foreign exchange forward contract program to hedge foreign currency translation in connection with our net assets denominated in Mexican Pesos. See notes 3.4 and 17.5 to our 2020 audited consolidated financial statements included elsewhere in this annual report.

Equity Risk. Equity risk represents the risk that the fair value of future cash flows of a financial instrument will fluctuate because of changes in the market price of CEMEX, S.A.B. de C.V.'s and/or a third party's shares. As described above, we have entered into equity forward contracts over the share price of GCC stock. Under these equity forward contracts, there is a direct relationship in the change in the fair value of the derivative with the change in price of the underlying shares.

As of December 31, 2019 and 2020, the potential change in the fair value of our forward contracts in GCC shares that would result from a hypothetical, instantaneous decrease of 10% in the market price of GCC shares in Dollars, with all other variables held constant, our net income for 2019 and 2020 would have been reduced by

$7 million and $3 million, respectively. A 10% hypothetical increase in the price of GCC shares in 2020 would have generated approximately the opposite effect.

Liquidity Risk. Liquidity risk represents the risk that we will not have sufficient funds available to meet our obligations. In addition to cash flows provided by our operating activities, in order to meet our overall liquidity needs for operations, servicing debt and funding capital expenditures and acquisitions, we rely on cost-cutting and operating improvements to optimize capacity utilization and maximize profitability, as well as borrowing under credit facilities, proceeds of debt and equity offerings, and proceeds from asset sales. We are exposed to risks from changes in foreign currency exchange rates, prices and currency controls, interest rates, inflation, governmental spending, social instability and other political, economic and/or social developments in the countries in which we operate, any one of which may materially affect our results and reduce cash from operations. As of December 31, 2020, we had $1,121 million available under the committed revolving credit tranche under the 2017 Credit Agreement. See "Item 3—Key Information—COVID-19 Outbreak" and our 2020 audited consolidated financial statements included elsewhere in this annual report for more information on the impact of COVID-19 on our debt and cash levels.

As of December 31, 2020, current liabilities, which included $1,063 million of current maturities of debt and other financial obligations, exceeded current assets by $1,117 million. It is noted that as part of our operating strategy implemented by our management, we operate with a negative working capital balance. For the year ended December 31, 2020, we generated net cash flows provided by operating activities of $1,578 million. Our management considers that we will generate sufficient cash flows from operations in the following twelve months to meet our current obligations and trusts in our proven capacity to continually refinance and replace our current obligations, which will enable us to meet any liquidity risk in the short-term. In addition, as of December 31, 2020, we have committed lines of credit under the revolving credit facility in its 2017 Facilities Agreement for a total amount of $1,121 million. See notes 17.1, 17.2, 17.5 and 24.1 to our 2020 audited consolidated financial statements included elsewhere in this annual report.

See "Item 3—Key Information—Risk Factors—Risks Relating to Our Business—The COVID-19 outbreak could materially adversely affect our financial condition and results of operations" and "Item 3—Key Information—COVID-19 Outbreak" for more information on our liquidity position and on risks to our business mainly caused by the COVID-19 pandemic.

Investments, Acquisitions and Divestitures

The transactions described below represent our principal investments, acquisitions and divestitures completed during 2018, 2019 and 2020.

Investments and Acquisitions

In January and April 2020, one of our subsidiaries in Israel acquired Netivei Noy from Ashtrom Industries for an amount in Shekels equivalent to $33 million. As of December 31, 2020, based on the preliminary valuation of the fair values of the assets acquired and liabilities assumed, the net assets of Netivei Noy amounted to $33 million and goodwill was determined in the amount of $2 million.

On November 9, 2020, the tender offer acceptance period commenced for the CLH Tender Offer for any and all outstanding ordinary shares of CLH registered with the National Register of Securities and Issuers (*Registro Nacional de Valores y Emisores*) and the Colombian Securities Exchange (*Bolsa de Valores de Colombia*) (except for shares either owned by CEMEX España or CLH). The CLH Tender Offer expired on December 10, 2020. As a result of the CLH Tender Offer, CEMEX España purchased 108,337,613 shares of CLH at a purchase price of 3,250 Colombian Pesos per ordinary share of CLH. The CLH Tender Offer fully settled on December 18, 2020 for an aggregate amount of 352 billion Colombian Pesos (equivalent to $103

million). As of December 31, 2020, CEMEX España owns 92.37% of all outstanding shares in CLH (excluding shares owned by CLH), which includes shares purchased by us in the secondary market after the closing of the CLH Tender Offer.

On January 29, 2020, CHP announced the results of its stock rights offering pursuant to which 8,293,831,169 common shares of CHP were issued and listed on the Philippine Stock Exchange on March 4, 2020. As of December 31, 2019, CEMEX España indirectly held 66.78% of CHP's common shares. After giving effect to the stock rights offering, CEMEX España's indirect ownership of CHP's common shares increased to 75.66%. As of December 31, 2020, CEMEX España's indirect ownership of CHP's outstanding common shares had further increased to 77.84%.

From March 10, 2020 to March 24, 2020, under the repurchase program authorized at CEMEX, S.A.B. de C.V.'s ordinary general shareholders meeting held on March 28, 2019, CEMEX, S.A.B. de C.V. repurchased 378.2 million CPOs, which represented 2.5% of CEMEX, S.A.B. de C.V.'s outstanding share capital as of December 31, 2019, at a weighted-average price of 5.01 Mexican Pesos per CPO, which was equivalent to an amount of $83.2 million, excluding value-added tax. CEMEX, S.A.B. de C.V. did not repurchase any other CPOs between January 1, 2020 and March 10, 2020 and has not repurchased any additional CPOs since March 24, 2020. On April 8, 2020, we announced that, to enhance our liquidity, we suspended the CEMEX, S.A.B. de C.V. share repurchase program for the remainder of 2020.

On February 14, 2018, we increased our ownership interest in Lehigh White Cement Company, a company that manufactures white cement in the United States, from 24.5% to 36.8%, by paying a total consideration of $36 million.

In August 2018, one of our subsidiaries in the United Kingdom acquired all the shares of the ready-mix concrete producer Procon for an amount in Pounds Sterling equivalent to $22 million, based on the Pound Sterling to Dollar exchange rate as of August 31, 2018. Based on the valuation of the fair values of the assets acquired and liabilities assumed, the net assets of Procon amounted to $10 million and goodwill was determined in the amount of $12 million. See note 5.2 to our 2020 audited consolidated financial statements included elsewhere in this annual report.

Divestitures

During 2018, 2019 and 2020, we made divestitures of $84 million, $621 million and $722 million, respectively (which included fixed assets of $69 million, $109 million and $44 million, respectively).

On August 3, 2020, through an affiliate in the United Kingdom, we closed the sale of certain assets to Breedon for an amount of $230 million, including $30 million of debt. The assets included 49 ready-mix plants, 28 aggregate quarries, four depots, one cement terminal, 14 asphalt plants, four concrete products operations, as well as a portion of our paving solutions business in the United Kingdom. After completion of this divestiture, we maintain a significant footprint in key operating geographies in the United Kingdom related with the production and sale of cement, ready-mix, aggregates, asphalt and paving solutions, among others. As of December 31, 2019, the assets and liabilities associated with this segment under negotiation in the United Kingdom were presented in the statement of financial position within the line items of "Assets held for sale," including a proportional allocation of goodwill of $47 million, and "Liabilities directly related to Assets held for sale," respectively. Moreover, the operations related to this segment for the period from January 1 to August 3, 2020, which includes a loss on sale of $57 million net of the proportional allocation of goodwill mentioned above, and for the years ended December 31, 2017, 2018 and 2019 are presented in our statements of operations net of tax in the single line item "Discontinued operations."

On March 6, 2020, we concluded the sale of our U.S. affiliate Kosmos, a partnership with a subsidiary of Buzzi Unicem S.p.A. in which we held a 75% interest, to Eagle Materials Inc. for $665 million. The share of

proceeds to us from this transaction was $499 million before transactional and other costs and expenses. The assets that were divested consisted of Kosmos' cement plant in Louisville, Kentucky, as well as related assets which include seven distribution terminals and raw material reserves. As of December 31, 2019, the assets and liabilities associated with this sale in the United States were presented in the statement of financial position within the line items of "Assets held for sale," including a proportional allocation of goodwill of $291 million, and "Liabilities directly related to assets held for sale," respectively. Moreover, the operations related to this segment from January 1 to March 6, 2020, which includes a gain on sale of $14 million, net of the proportional allocation of goodwill mentioned above, and for the years ended December 31, 2017, 2018 and 2019, are presented in our statements of operations net of income tax in the single line item "Discontinued operations."

On June 28, 2019, after obtaining customary authorizations, we concluded with several counterparties the sale of our ready-mix and aggregates business in the central region of France for an aggregate price in Euro equivalent to $36 million. Our operations of these disposed assets in France for the period from January 1 to June 28, 2019, which includes a gain on sale of $17 million net of a proportional allocation of goodwill related to this reporting segment of $8 million, and for the years ended December 31, 2017 and 2018 are presented in the statements of operations net of income tax in the single line item "Discontinued operations."

On May 31, 2019, we concluded the sale of our aggregates and ready-mix assets in the North and North-West regions of Germany to GP Günter Papenburg AG for a price in Euro equivalent to $97 million. The assets divested in Germany consisted of four aggregates quarries and four ready-mix facilities in North Germany, and nine aggregates quarries and 14 ready-mix facilities in North-West Germany. Our operations of these disposed assets for the period from January 1 to May 31, 2019, which includes a gain on sale of $59 million, and for the year ended December 31, 2017 and 2018 are presented are reported in the statements of operations net of income tax in the single line item "Discontinued operations."

On March 29, 2019, we closed the sale of our businesses in the Baltics and Nordics to German building materials group Schwenk for a price in Euro equivalent to $387 million. The Baltic assets divested consisted of one cement production plant in Broceni, Latvia with a production capacity of approximately 1.7 million tons, four aggregates quarries, two cement quarries, six ready-mix plants, one marine terminal and one land distribution terminal in Latvia. The assets divested also included our 37.8% indirect interest in one cement production plant in Akmene, Lithuania with a production capacity of approximately 1.8 million tons, as well as the exports business to Estonia. The Nordic assets divested consisted of three import terminals in Finland, four import terminals in Norway and four import terminals in Sweden. Our operations of these disposed businesses for the period from January 1 to March 29, 2019, which includes a gain on sale of $66 million, and for the years ended December 31, 2017 and 2018 are reported in the statements of operations, net of income tax, in the single line item "Discontinued operations."

On March 29, 2019, we entered into a binding agreement with Çimsa Çimento Sanayi Ve Ticaret A.Ş. to divest our white cement business and client list outside of Mexico and the United States for an initial price of $180 million, including our Buñol cement plant in Spain and our white cement customers list. The closing of the transaction is subject to certain closing conditions, including requirements set by regulators. As of the date of this annual report, we expect to close the transaction during the second half of 2021, but we are not able to assess if the COVID-19 pandemic or if other conditions will further delay the closing of this divestment or prevent us from closing the transaction with the terms initially disclosed or at all. Our operations of these assets in Spain for the years ended December 31, 2017, 2018, 2019 and 2020 are reported in the statements of operations, net of income tax, in the single line item "Discontinued operations."

On September 27, 2018, one of our subsidiaries concluded the sale of its Brazilian Operations through the sale to Votorantim Cimentos N/NE S.A. of all the shares of CEMEX's Brazilian subsidiary Cimento Vencemos Do Amazonas Ltda, consisting of a fluvial cement distribution terminal located in Manaus, Amazonas province, as well as the related operation license for a price of $31 million. Our Brazilian Operations for the period from January 1 to September 27, 2018, which include a gain on sale of $12 million, and for the year ended

December 31, 2017 are reported in the statements of operations, net of income tax, in the single line item “Discontinued operations.”

Recent Developments

Recent Developments Relating to Our Indebtedness

Full Redemption of January 2025 Dollar Notes

On February 16, 2021, CEMEX, S.A.B. de C.V. redeemed $750 million of the $1,071 million aggregate principal amount of its January 2025 Dollar Notes. On April 21, 2021, CEMEX S.A.B. de C.V. redeemed in full the remaining $321 million aggregate principal amount of its January 2025 Dollar Notes.

Full Redemption of April 2026 Dollar Notes

On February 16, 2021, CEMEX, S.A.B. de C.V. redeemed in full the $1.0 billion aggregate principal amount of its April 2026 Dollar Notes.

Issuance of July 2031 Dollar Notes

On January 12, 2021, CEMEX, S.A.B. de C.V. issued $1.75 billion aggregate principal amount of its July 2031 Dollar Notes in a transaction exempt from registration pursuant to Rule 144A and Regulation S under the Securities Act. CEMEX España, CEMEX Asia, CEMEX Concretos, CEMEX Corp., CEMEX Finance, Cemex Africa & Middle East Investments, CEMEX France, CEMEX Research Group and CEMEX UK fully and unconditionally guarantee the performance of all of our obligations under the July 2031 Dollar Notes. The payment of principal, interest and premium, if any, on such notes is secured by the Collateral and all proceeds of the Collateral.

Recent Developments Relating to Effects of COVID-19 on Our Business and Operations

On a global basis, the number of positive cases of COVID-19 has continued to increase from December 31, 2020 to the date of this annual report. Different variants of COVID-19 have been identified in different countries, and each country has responded differently to both the increase in positive cases and the presence of new variants of COVID-19. For example, in Spain, authorities are maintaining restrictions imposed to combat the spread of COVID-19 and extended a ban, subject to certain exceptions, on nonessential travel from countries outside the EU and Schengen Area until at least April 30, 2021. Freight, transporters, aircrews, and persons in transit whose final destination is a non-Schengen country are also exempt. A nationwide state of emergency is in place at least until May 2021, which entails mandatory social distancing rules and hygiene protocols for businesses. In addition, certain vaccines that had been authorized are now being reviewed due to certain side effects that individuals have experienced. This has caused a delay in the rollout of vaccine programs in certain countries during April 2021.

Entering the second year of the COVID-19 pandemic, governments are taking or are considering taking different measures to stimulate economic growth. In the United States, the American Rescue Plan Act of 2021, also called the COVID-19 Stimulus Package or American Rescue Plan, is a $1.9 trillion economic stimulus bill passed by the 117th United States Congress and signed into law by President Joe Biden on March 11, 2021, to speed up the United States’ recovery from the economic and health effects of the COVID-19 pandemic and the ongoing recession. First proposed on January 14, 2021, the package builds upon many of the measures in the CARES Act from March 2020 and in the Consolidated Appropriations Act, 2021, from December 2020. As of the date of this annual report, we believe that if the American Rescue Plan is fully implemented, it could ultimately cause an increase in demand for our products and services in the United States.

Recent Developments Relating to Our Asset Divestiture Plans

Sale of certain assets in Southeastern France

On March 31, 2021, we closed the sale of certain assets to LafargeHolcim for an amount in euros equivalent of $45 million. The divested assets consist of 24 concrete plants and one aggregates quarry in the Rhone Alpes region in Southeastern France, east of our operations in Lyon. We will retain our business in Lyon.

Recent Developments Relating to CEMEX, S.A.B. de C.V.'s Shareholders' Meetings

On March 25, 2021, CEMEX, S.A.B. de C.V. held an ordinary general shareholders' meeting followed by an extraordinary general shareholders' meeting. The most significant items that were approved by shareholders at the ordinary general shareholders' meeting were: (a) setting the amount of $500 million or its equivalent in Mexican Pesos as the maximum amount of resources that during fiscal year 2021 (until the next ordinary general shareholders' meeting of CEMEX, S.A.B. de C.V. is held), CEMEX, S.A.B. de C.V. may use for the acquisition of its own shares or securities that represent such shares; (b) the decrease of the variable part of CEMEX, S.A.B. de C.V.'s share capital through the cancellation of (i) 1,134,484,680 shares repurchased during the 2020 fiscal year and (ii) 3,409,510,974 shares authorized to support any new issuance of convertible securities and/or to be subscribed and paid for in a public offering or private subscription; and (c) the appointment of the members of the board of directors, the audit committee, the corporate practices and finance committee (which had its members reduced from four to three) and the sustainability committee of CEMEX, S.A.B. de C.V.

The most significant item that was approved by shareholders at the extraordinary general shareholders' meeting was the amendment to Article 2 of CEMEX, S.A.B. de C.V.'s by-laws. The changes, among other things, adjust our written corporate purposes in order to allow us to conduct certain activities, directly or indirectly through third parties, in line with our current needs and corporate vision.

Recent Developments Relating to Our Business and Operations

Acquisition of certain assets in Texas

On February 16, 2021, we announced that we acquired Beck Readymix Concrete Co. LTD for an immaterial amount with the intent of expanding in the United States. Beck Readymix Concrete Co. LTD is a concrete business in San Antonio, Texas that includes three ready-mix concrete plants and one portable plant.

Acquisition of certain assets in France

In April 2021, we signed an agreement for the acquisition of aggregates assets in the North Paris Metropolitan area from Eqiom Granulats, including two strategically located aggregates quarries and one rail-enabled platform that is expected to improve customer service in Paris and surrounding areas. The acquisition, which is for an immaterial amount, is subject to customary closing conditions expected to be fulfilled during the second quarter of 2021.

Sale of certain EU Emission Allowances

Considering our estimates of being ahead of our 35% reduction goal in CO2 emissions by 2030 versus our 1990 baseline across all of our cement plants in Europe and the expected delivery of net-zero CO2 concrete for all products and geographies by 2050, as well as the innovative technologies and considerable capital investments that have to be deployed to achieve such goals, during the second half of March 2021, in different transactions, we sold 12.3 million CO2 emission allowances under the ETS for €509 million that we had accrued as of the end of ETS Phase III. As of the date of this annual report, we believe we still retain sufficient allowances to cover the requirements of our operations in Europe until at least the end of 2025 under ETS Phase IV. We believe this transaction should improve our ability to make further investments required to achieve our reductions goals, which include, but are not limited to, the general process switch from fossil fuels to lower carbon alternatives, becoming more efficient in the use of energy, sourcing alternative raw materials that contribute to reducing overall emissions

or clinker factor, developing and actively promoting lower carbon products, and the recent deployment of groundbreaking hydrogen technology in all our European kilns. We are also working closely with alliances to develop industrial scale technologies towards our goal of a net zero carbon future.

Early termination of certain services under our Master Professional Services Agreement with IBM and subsequent execution of a new agreement with IBM for the same services

On March 31, 2021, we signed an amendment to the IBM 2012 MPSA by which the finance and accounting services were removed from the scope of such agreement and, on the same date, we entered into a new Master Services Agreement with IBM for the provision of finance and accounting services previously provided under the IBM 2012 MPSA (the "IBM 2021 MSA"). The IBM 2021 MSA will end on March 31, 2026 unless terminated earlier. In comparison with the IBM 2021 MPSA, the IBM 2021 MSA includes provisions for automation, as well as provisions for increased consumption flexibility and a reassessment of service level requirements. As with the IBM 2012 MPSA, we may terminate the IBM 2021 MSA (or a portion of it) at our discretion and without cause at any time by providing at least six months' notice to IBM and paying the corresponding termination charges. Other termination rights may be available to us for a termination charge that varies depending on the reason for termination. IBM may terminate the IBM 2021 MSA if we (i) fail to make payments when due or (ii) become bankrupt and do not pay in advance for the services.

Delay of start of commercial operations and income tax holiday reckoning date relating to the expansion line of the Solid Cement Plant

On February 15, 2021, the Board of Investments of the Department of Trade and Industry of the Philippines ("BOI") granted Solid's request to modify the timing for the start of commercial operations and the corresponding reckoning date of the income tax holiday relating to the expansion line of the Solid Cement Plant, from December 2020 to January 2022. This is consistent with the updated construction completion schedule of the expansion line of the Solid Cement Plant, which is currently expected to be completed in December 2021. The expansion line of the Solid Cement Plant is a BOI-registered project entitled to an income tax holiday for a limited period commencing on the date of the start of commercial operations.

Plans to expand operations in the Dominican Republic

On March 9, 2021, we announced that we expect to recommission one of the production lines at our cement plant in San Pedro de Macoris, Dominican Republic. We anticipate that by the last quarter of 2021, we could be reactivating line 1 of the San Pedro de Macoris plant to increase its existing clinker production capacity by more than 500,000 metric tons per year, implementing state-of-the-art technologies to improve efficiency and remain aligned with international environmental standards.

Recent Developments Relating to Our Regulatory Matters and Legal Proceedings

Recent Development regarding integral reform to outsourcing services in Mexico

On April 20, 2021, the Mexican senate approved legislation that will modify the tax and labor law treatment to outsourcing structures in Mexico. As part of the modifications that were approved, among other changes, the Mexican labor law (Ley Federal del Trabajo) will, subject to certain exceptions, prohibit outsourcing activities in Mexico; the profit sharing with employees framework that exists in Mexico will be capped at an amount per employee at the higher of three months' salary or the average profit sharing received over the last three years, and certain payments for outsourcing activities that fall within the exceptions will not be deductible. Failure to comply with the new rules could result in significant penalties, including the potential characterization of tax fraud. The legislative changes to the income tax law, value added tax law, and federal fiscal code will be effective August 1, 2021. Generally, the Mexican labor law modifications become effective the day following their publication in the Mexican Official Gazette. As of the date of this annual report, we have not yet determined how the approved modifications to the tax and labor laws could impact us or if this reform could lead to an increase in litigation, labor activism or contentious labor relations, but we currently do not expect they would have a material adverse impact on our results of operations, liquidity and financial condition.

Environmental Matters

Mexico

On February 3, 2021, Mexico's Supreme Court issued a final ruling on the constitutional controversy claim filed by COFECE against the SENER Policy nullifying most of its provisions. Thereafter on March 4, 2021, SENER published in the Official Mexican Gazette a resolution abolishing the SENER Policy in its entirety.

In March 2021, an appeal by the relevant authorities was filed against the injunction we were granted against the CRE resolution applicable to Grandfathered Generators operating conventional power plants.

On March 9, 2021, a decree amending several key provisions of the Electric Industry Law was published in the Official Mexican Gazette (the "Energy Industry Law Reform"). The Energy Industry Law Reform, among other consequences, (i) strengthens the National Electricity Commission's powers in Mexico's energy sector and grants its hydropower and conventional power plants preference on the use of transmission and distribution infrastructure over power plants owned by private parties; (ii) restricts the access to the national grid and general distribution network infrastructure by establishing new rules on open access for interconnection; (iii) subjects applications for power generation permits to new requirements for meeting certain planning criteria discretionarily established by the Ministry of Energy; and (iv) allows the Mexican Energy Regulatory Commission (*Comisión Reguladora de Energía*) to revoke power generation permits granted to Grandfathered Generators which are subject to the laws and regulations that were applicable before the Mexican energy reform of 2013-2014, if found to have been obtained fraudulently. Shortly thereafter, federal judges granted injunctions under constitutional challenges filed by several private generators (including the Grandfathered Generators that supply electric energy to our operations in Mexico) and other participants in the Electricity Market temporarily suspending the effects of the Energy Industry Law Reform not only with respect to the parties that filed the constitutional challenges, but also on a general basis for all participants in the Electricity Market, though such rulings are still subject to further judicial review, as SENER has filed appeals to challenge them. As of the date of this annual report, we cannot anticipate the impact that the Energy Industry Law Reform could have on our business, operations and contractual obligations in Mexico if it were to be upheld by federal courts upon issuing final rulings on the constitutional challenges filed against it. However, if such reform were to limit the dispatch of renewable energy generators or impose new costs or charges to the renewable electric energy industry, and/or cause new regulatory burdens for participants in Mexico's Wholesale Electricity Market, there could be an adverse effect on our business, operations and contractual obligations in Mexico, and our plans to reduce our use of fossil fuels and our CO2 reduction commitments could be affected. See "Item 4—Information on the Company—Regulatory Matters and Legal Proceedings—Environmental Matters—Mexico" for more information.

As of April 21, 2021, the Mexican Chamber of Representatives and the relevant committees of the Senate had approved a bill to reform Mexico's Hydrocarbons Law (*Ley de Hidrocarburos*) (the "Hydrocarbons Law Reform"), which, as of April 21, 2021, was yet to be approved by the Senate in a plenary session. If the legislative process for approval of the Hydrocarbons Law Reform is completed, upon coming into effect, the Hydrocarbons Law Reform would, among other things, (i) increase requisites for obtaining new permits, (ii) impose new conditions on existing permits and (iii) establish a mechanism to occupy the facilities of permit holders whose permits are revoked or suspended. As of the date of this annual report, we believe that the main consequence that the Hydrocarbons Law Reform might have would be to reduce the offer of services in the hydrocarbons market, but have not yet determined if it would have a material adverse impact on our results of operations, liquidity and financial condition.

Polish Antitrust Investigation

The fine paid by CEMEX Polska equal to Polish Zloty 69.4 million ($18.37 million as of December 31, 2020 based on an exchange rate of Polish Zloty 3.7763 to $1.00) was returned to CEMEX Polska on January 7, 2021. Also, on March 9, 2021 CEMEX Polska requested the Protection Office to pay CEMEX Polska interest over the amount of the fine returned to CEMEX Polska, for the period going from April 9, 2018 (the date of payment of the fine) to January 7, 2021 (the date on which the fine was returned). The Protection Office is yet to respond to this request. See "Item 4—Information on the Company—Regulatory Matters and Legal Proceedings—Antitrust Proceedings—Polish Antitrust Investigation" for more information.

Antitrust Proceedings – Antitrust Investigation in Spain by the CNMC

On January 12, 2021, the National Court (*Audiencia Nacional*) notified the parties of its judgment upholding CEMEX España Operaciones' appeal. According to this judgment, the fine imposed by the CNMC is annulled for lack of evidence of the alleged anti-competitive practices. The State Attorney did not file an appeal against the National Court's (*Audiencia Nacional*) judgment within the legally prescribed term and the judgment became final and definitive. "Item 4—Information on the Company—Regulatory Matters and Legal Proceedings—Antitrust Proceedings—Antitrust Investigation in Spain by the CNMC" for more information.

Antitrust Proceedings – Antitrust Cases in Georgia and South Carolina

On March 31, 2021 a motion to dismiss with leave to file a new complaint was granted regarding the lawsuit filed on January 22, 2020 by plaintiffs who were the prior owners of a ready-mix concrete producer and the concrete producer and who made substantially similar allegations as those in the suit filed on July 24, 2017 by two ready-mix concrete producers. The concrete producer plaintiff has a term of 21 days following entry of the order to dismiss to file an amended complaint. The claims of the prior owners were dismissed.

Additionally, in response to a request to stay the proceedings made in the first quarter of 2021 by the DOJ, the lawsuit filed on July 24, 2017 was administratively closed and is expected to be reopened in the future. See "Item 4—Information on the Company—Regulatory Matters and Legal Proceedings—Antitrust Proceedings—Antitrust Cases in Georgia and South Carolina" for more information.

Tax Matters – Spain

On March 26, 2021, the tax authorities in Spain notified CEMEX España of an assessment for Income Taxes in an amount of €48 million plus late interest, derived from a tax audit process covering the tax years 2010 to 2014. This assessment is expected to be appealed before the TEAC or a higher tax authority. In order for the suspension of the payment of the tax assessment to be granted, CEMEX España is expected to provide payment guarantees before filing such appeal.

Quarry matter in France

SCI, within the proceedings on the merits of this case that have resumed before the Lyon Court of Appeals following the end of the expertise phase, has updated the amount of its claims to €27 million on the grounds of the excavation of the external backfilling materials. CEMEX Granulats is required to respond to this updated claim no later than June 4, 2021. Proceedings regarding this matter are expected to be finalized during the second half of 2021. See "Item 4—Information on the Company—Regulatory Matters and Legal Proceedings—Other Legal Proceedings—Quarry matter in France" for more information.

Egypt Share Purchase Agreement

On February 24, 2021, Cairo's State Council Administrative Judiciary Court ruled for the dismissal of the case before it due to the plaintiff's lack of standing. If the period of 60 calendar days for the plaintiff to challenge this ruling expires without the plaintiff filing a challenge to the judgment, the ruling would be final and definitive. See "Item 4—Information on the Company—Regulatory Matters and Legal Proceedings—Other Legal Proceedings—Egypt Share Purchase Agreement" for more information.

Maceo, Colombia—Operational Matters

On February 2, 2021, Corantioquia issued a resolution authorizing CI Calizas' request to modify the environmental license and CI Calizas challenged such determination to further clarify the details and extent of the license. Following this challenge, on February 12, 2021, Corantioquia resolved to modify the environmental

license, permitting the extraction of up to 990,000 tons of minerals (clay and limestone) and the production of up to 1,500,000 metric tons of cement annually. Furthermore, in April 2021, the Secretariat of Mining (Secretaría de Minas) of the government of Antioquia approved the mining plan submitted by CI Calizas for extraction and production in terms of the environmental license. Following this approval, which represents significant progress toward the future commissioning of the Maceo Plant, the plant's start-up remains subject primarily to the construction of the access road. As of the date of this annual report, we cannot estimate when construction of the access road will be completed. See "Item 4—Information on the Company—Regulatory Matters and Legal Proceedings—Other Legal Proceedings— Maceo, Colombia—Operational Matters" for more information.

Other Recent Developments

Changes in our Senior Management

On March 12, 2021, we appointed Louisa (Lucy) P. Rodriguez, our former Investor Relations Head, as Executive Vice President of Investor Relations, Corporate Communications and Public Affairs, reporting directly to our CEO. This organizational change was effective immediately.

Name, Position (Age as of March 12, 2021)	Experience
Louisa (Lucy) P. Rodriguez Executive Vice President of Investor Relations, Corporate Communications and Public Affairs (Female – 61)	Louisa (Lucy) Rodríguez has over 25 years of experience in international finance and capital markets. Ms. Rodríguez joined CEMEX in 2006 in the Investor Relations Department where she has been involved in more than $15 billion of equity and fixed income fundraising efforts. She also represents the Company in the international financial community. Prior to CEMEX, Ms. Rodríguez spent 15 years at Citibank where she worked in capital markets origination, debt syndicate, and securitization financing for emerging market issuers. In her early career, she worked for KPMG in their Audit Department. Ms. Rodríguez holds a B.A. in Economics from Trinity College (Hartford, CT.), an M.B.A. from New York University, and a Masters' from Columbia University School of International and Public Affairs. She is also a Certified Public Accountant.

Ms. Rodriguez brings experience to Senior Management in the following fields: Business strategy, environmental and climate change, construction and building materials, finance, risk management, ethics, corporate governance, investor relations, public affairs, accounting, auditing, economics, and experience in other boards of directors.

Our USD/MXN Call Spreads

During March 2021, we entered into $250 million of USD/MXN call spread contracts to hedge foreign exchange risks in relation to Dollar-denominated obligations expected to be settled using cash flows obtained in Mexican Pesos. We paid a net upfront premium of $10.8 million in connection with these contracts. We are not subject to margin calls under the call spreads, and the upfront premium represents the maximum potential net loss that we could incur in this position (not considering any potential losses resulting from counterparty risks). These contracts mature on September 20, 2022 but can be terminated earlier.

Our Equity Forward Contracts on Third-Party Shares

During January and February 2021, we early settled the remainder of the equity forward contracts we maintained over the price of 4.7 million shares of GCC. As a result, we no longer maintain any position in equity forward contracts over the price of GCC's shares.

Item 6—Directors, Senior Management and Employees

Senior Management and Directors

Senior Management

Set forth below is the name, position and experience of each member of our senior management team as of December 31, 2020. The terms of office of the senior managers are indefinite.

Name, Position (Age as of December 31, 2020)	Experience
Fernando Ángel González Olivieri Chief Executive Officer (Male - 66)	Mr. González Olivieri has been a member of CEMEX, S.A.B. de C.V.'s Board of Directors since March 26, 2015. He has been CEMEX, S.A.B. de C.V.'s Chief Executive Officer since May 15, 2014, and he is also a member of the board of directors of GCC and Axtel, S.A.B. de C.V., both of which are publicly listed in Mexico, and of Tecmilenio of the Instituto Tecnológico y de Estudios Superiores de Monterrey. With his deep knowledge of CEMEX and the markets in which CEMEX operates, Mr. Gonzalez brings to the CEMEX, S.A.B. de C.V. Board of Directors a global vision and leadership that directly contributes to the formulation and the integral implementation of CEMEX's global business strategy. He joined CEMEX in 1989 and from that year through 1994 occupied different positions within CEMEX in the Strategic Planning, Business Development and Human Resources departments. He then served as Corporate Vice-President of Strategic Planning from 1994 to 1998, President of CEMEX Venezuela, S.A.C.A. from 1998 to 2000, President of CEMEX Asia from 2000 to May 2003 and President of CEMEX's South, Central American and the Caribbean region from May 2003 to February 2005. He was appointed President of CEMEX's former European Region in March 2005, President of CEMEX's former Europe, Middle East, Africa, Asia and Australia Region in February 2007 and CEMEX's Executive Vice President of Planning and Development in May 2009. In February 2010, Mr. González Olivieri was appointed CEMEX's Executive Vice President of Planning and Finance and, in 2011, was also appointed CEMEX's Chief Financial Officer. He held these positions until he was named Chief Executive Officer in 2014. He was a member of the Board of Directors of CEMEX México until February 2017.

Name, Position (Age as of December 31, 2020)	Experience
	Mr. González Olivieri earned his B.A. and M.B.A. degrees from the Instituto Tecnológico y de Estudios Superiores de Monterrey.

Mr. González Olivieri provides experience to Senior Management in the following fields: Business strategy, environmental and climate change, construction and building materials, finance, manufacturing, real estate, risk management, information technology and cybersecurity, ethics, corporate governance, human rights, health and safety, sales, logistics, investor relations, public affairs, mergers and acquisitions, human resources, marketing, economics, and experience serving on the boards of directors of other public companies.

Jaime Muguiro Domínguez President CEMEX USA (Male - 52)	Joined CEMEX in 1996 and has held several executive positions in the Strategic Planning, Business Development, Ready-Mix Concrete, Aggregates and Human Resources areas. He headed CEMEX's operations in Egypt, our former Mediterranean Region, and more recently, our operations in the South, Central America, and the Caribbean region. Effective as of September 1, 2019, he serves as President of CEMEX USA. He holds a B.A. in Management from San Pablo CEU University in Spain, a Law degree from the Universidad Complutense de Madrid and an M.B.A. from the Massachusetts Institute of Technology.

Mr. Muguiro Domínguez provides experience to Senior Management in the following fields: Business strategy, manufacturing, ethics, health and safety, sales, human resources, and experience serving on the boards of directors of other public companies.

Ricardo Naya Barba President CEMEX México (Male - 48)	Joined CEMEX in 1996. He has held several executive positions, including Vice President of Strategic Planning for the South, Central America and the Caribbean region, Vice President of Strategic Planning for the Europe, Middle East, Africa and Asia region, President of CEMEX Poland and the Czech Republic, Vice President of Strategic Planning for the United States, Vice President of Commercial and Marketing in Mexico, Vice President of Distribution Segment Sales in Mexico, and most recently, President of CEMEX Colombia. He is President of CEMEX México. Mr. Naya Barba holds a B.A. in Economics from the Instituto Tecnológico y de Estudios Superiores de Monterrey de Monterrey and an M.B.A. from the Massachusetts Institute of Technology.

Mr. Naya Barba provides experience to Senior Management in the following fields: Business strategy, environmental and climate change, construction and building materials, finance, manufacturing, risk management, ethics, corporate governance, health and safety, sales, logistics, public affairs, mergers and acquisitions, marketing, branding, economics, and experience serving on the boards of directors of other public companies.

Name, Position (Age as of December 31, 2020)	Experience
Sergio Mauricio Menéndez Medina President CEMEX Europe, Middle East, Africa & Asia (Male - 50)	Joined CEMEX in 1993. He has held several executive positions, including Director of Planning and Logistics in Asia, Corporate Director of Commercial Development, President of CEMEX Philippines, Vice President of Strategic Planning for the Europe, Middle East, Africa and Asia region, President of CEMEX Egypt, Vice President of Infrastructure Segment and Government Sales in Mexico, and most recently, as Vice President of Distribution Segment Sales in Mexico. He is President of CEMEX Europe, Middle East, Africa & Asia. Mr. Menéndez holds a B.S. in Industrial Engineering from the Instituto Tecnológico y de Estudios Superiores de Monterrey and an M.B.A. from Stanford University.

Mr. Menéndez Medina provides experience to Senior Management in the following fields: Business strategy, environmental and climate change, construction and building materials, energy, manufacturing, ethics, corporate governance, health and safety, sales, logistics, public affairs, marketing, branding, economics, and experience serving on the boards of directors of other public companies.

José Antonio González Flores Executive Vice President of Strategic Planning and Business Development (Male - 50)	Joined CEMEX in 1998 and has several held executive positions in the Finance, Strategic Planning, and Corporate Communications and Public Affairs areas, including most recently, Executive Vice President of Finance and Administration (CFO). Mr. González is also a member of the board of directors of GCC and is an alternate director of the board of directors of Axtel, S.A.B. de C.V. Mr. González has a B.S. in Industrial Engineering from the Instituto Tecnológico y de Estudios Superiores de Monterrey and an M.B.A. from Stanford University.

Mr. González Flores provides experience to Senior Management in the following fields: Business strategy, finance, regulatory and legal matters, risk management, investor relations, public affairs, mergers and acquisitions, accounting, economics, and experience in other boards of directors.

Luis Hernández Echávez Executive Vice President of Digital and Organization Development (Male - 57)	Joined CEMEX in 1996 and has held senior management positions in Strategic Planning and Human Resources. In his current position, he heads the areas of Organization and Human Resources, Information Technology, Digital Innovation, as well as CEMEX Ventures and Neoris. He holds a B.S. in Civil Engineering from the Instituto Tecnológico y de Estudios Superiores de Monterrey, a Master’s degree in Civil Engineering, and an M.B.A. from the University of Texas at Austin.

Mr. Hernández Echávez provides experience to Senior Management in the following fields: Business strategy, finance, information technology and cybersecurity, ethics, accounting, and human resources.

Name, Position (Age as of December 31, 2020)	Experience
Maher Al-Haffar Executive Vice President of Finance and Administration and Chief Financial Officer (Male - 62)	Joined CEMEX in 2000, and has held several executive positions, including Managing Director of Finance, Head of Investor Relations, and most recently, Executive Vice President of Investor Relations, Corporate Communications and Public Affairs. He is a member of the NYSE Advisory Board. Before joining CEMEX, he spent nineteen years with Citicorp Securities Inc. and with Santander Investment Securities as an investment banker and capital markets professional. Mr. Al-Haffar holds a B.S. in Economics from the University of Texas and a Master's degree in International Relations and Finance from Georgetown University.

Mr. Al-Haffar provides experience to Senior Management in the following fields: Business strategy, construction and building materials, finance, regulatory and legal matters, risk management, ethics, corporate governance, sales, investor relations, public affairs, mergers and acquisitions, accounting, human resources, marketing, branding, auditing, economics, and experience as member of the Advisory Board of the NYSE.

Mauricio Doehner Cobián Executive Vice President of Corporate Communications, Public Affairs and Enterprise Risk Management (Male - 46)	Joined CEMEX in 1996 and has held several executive positions in areas such as Strategic Planning and Enterprise Risk Management for Europe, Asia, the Middle East, South America and Mexico. Prior to his current position, he was Executive Vice President of Corporate Affairs and Enterprise Risk Management. He has also worked in the public sector within the Mexican Presidency. Mr. Doehner was president of the Mexican National Cement Chamber (*Cámara Nacional del Cemento*) between 2017 and 2019, Vice President of the Transformation Industry Chamber (*CAINTRA – Camara de la Industria de Transformación)* between 2012 and 2013. He's currently Vice President of Social Responsibility and Integration of the Mexican Employers Confederation (*COPARMEX – Confederación Patronal de la República Mexicana)*, and member of the board of directors of Vista Oil & Gas, S.A.B. de C.V., Trust for the Americas, EGADE Business School and Museo de Arte Contemporáneo de Monterrey, A.C. Mr. Doehner earned his B.A. in Economics from the Instituto Tecnológico y de Estudios Superiores de Monterrey, holds an M.B.A. from Instituto Panamericano de Alta Dirección de Empresas (IPADE) and IESE Business School of the University of Navarra in Madrid and a Master's in Public Administration from Harvard University.

Mr. Doehner Cobián provides experience to Senior Management in the following fields: Risk management, public affairs, and experience serving on the boards of directors of other public companies.

Name, Position (Age as of December 31, 2020)	Experience
Juan Romero Torres Executive Vice President of Sustainability, Commercial and Operations Development (Male - 63)	Joined CEMEX in 1989 and has held several senior positions, including head of operations in Colombia and Mexico, President of CEMEX's South America and the Caribbean Region, President of our Europe, Middle East, Africa and Asia Region, and, most recently, President of CEMEX México. Since September 1, 2019, he is the Executive Vice President of Sustainability, Commercial and Operations Development. He also assumed the Global Supply Chain Development functions at CEMEX effective as of October 1, 2020 and currently leads our Digital Marketing function as well. Mr. Romero was appointed Vice President and representative of the board of directors of the National Chamber of Cement (Cámara Nacional del Cemento) in June 2011 and is also a member of the board of directors of GCC. Mr. Romero Torres holds a Law degree and a B.S. in Economics and Business Administration, both from the University of Comillas in Spain.

Mr. Romero Torres provides experience to Senior Management in the following fields: Business strategy, environmental and climate change, construction and building materials, energy, manufacturing, sales, logistics, marketing, branding, and experience serving on the boards of directors of other public companies.

Jesús Vicente González Herrera President of CEMEX South, Central America and the Caribbean (Male - 55)	Joined CEMEX in 1998 and has held several senior positions, including Corporate Director of Strategic Planning, Vice President of Strategic Planning in CEMEX USA, President of CEMEX Central America, President of CEMEX UK and, more recently, Executive Vice President of Sustainability and Operations Development. He is President of CEMEX South, Central America and the Caribbean. He is also the Chief Executive Officer of CLH and a member of CLH's board of directors. Effective March 27, 2020, he was in charge of overseeing CEMEX's global trading activities. He holds an M.Sc. in Naval Engineering from the Polytechnic University of Madrid and an M.B.A. from IESE—University of Navarra, Barcelona.

Mr. González Herrera provides experience to Senior Management in the following fields: Business strategy, health and safety, investor relations, mergers and acquisitions, and experience serving on the boards of directors of other public companies.

Rafael Garza Lozano Vice President of Comptrollership (Male - 57)	Joined CEMEX in 1985 and has served as Chief Accounting Officer since 1999. He is a member of the board of directors of Consejo Mexicano para la Investigación y Desarrollo de Normas de Información Financiera and an alternate member of the board of directors of GCC. Mr. Garza Lozano is a

Name, Position (Age as of December 31, 2020)	Experience
	certified public accountant and he received a Master's degree in Administration and Finance from ITESM. He also attended executive programs at ITAM, IPADE and Harvard University.

Mr. Garza Lozano provides experience to Senior Management in the following fields: Finance and accounting.

Roger Saldaña Madero Senior Vice President of Legal (Male - 52)	Joined CEMEX in 2000 and served as Legal Counsel of CEMEX and, from 2001 to 2011, as General Counsel of NEORIS, a CEMEX subsidiary specialized in providing information technology services. From 2005 and until 2017, Mr. Saldaña Madero was Senior Corporate Counsel of CEMEX, and was responsible for, among other matters, corporate finance legal affairs and, since June 1, 2017, has served as CEMEX's Senior Vice President of Legal. On March 30, 2017, Mr. Saldaña Madero was appointed Secretary of the Board of Directors of CEMEX, S.A.B. de C.V. and the committees to such Board. Prior to joining CEMEX, he served as Legal Counsel in CYDSA, S.A.B. de C.V. in the city of Monterrey, Nuevo León, Mexico, was a foreign associate in the law firm Fried, Frank, Harris, Shriver & Jacobson, in New York, N.Y., USA and previously was Chief of the Double Taxation Department in Mexico's Ministry of Finance and Public Credit (*Secretaría de Hacienda y Crédito Público*) in Mexico City, Mexico. Mr. Saldaña Madero is a graduate of the Universidad de Monterrey, A.C. (UDEM) with a degree in Law, holds a Master's degree in Law (L.L.M.) from Harvard University and a diploma from Harvard University's International Tax Program.

Mr. Saldaña Madero provides experience to Senior Management in the following fields: Environmental and climate change, finance, regulatory and legal matters, information technology and cybersecurity, ethics, corporate governance, human rights, investor relations, public affairs, mergers and acquisitions, law enforcement, and public office.

Board of Directors

Set forth below are the names, position and experience of the members of CEMEX, S.A.B. de C.V.'s board of directors as of December 31, 2020.

No alternate directors were elected at CEMEX, S.A.B. de C.V.'s 2020 annual general ordinary shareholders' meeting that took place on March 25, 2021. Members of CEMEX, S.A.B. de C.V.'s board of directors serve for one-year terms.

Name, Position (Age as of December 31, 2020)	Experience
Rogelio Zambrano Lozano Chairman Non-Independent Director (Male - 64)	Mr. Zambrano Lozano has been a member of CEMEX, S.A.B. de C.V.'s Board of Directors since 1987 and Chairman of CEMEX, S.A.B. de C.V.'s

Name, Position (Age as of December 31, 2020)	Experience
	Board of Directors since May 15, 2014. He is a member of the board of directors of Carza, S.A.P.I. de C.V., a member of the advisory board of Citibanamex, a member of the regional council of Banco de México and a member of the Mexican Business Council (*Consejo Mexicano de Negocios*) and the Instituto Tecnológico y de Estudios Superiores de Monterrey, as well as an alternate member of the board of directors of Banco Santander México, S.A., Institución de Banca Múltiple, Grupo Financiero Santander Mexico. He is also a visiting professor at Instituto Tecnológico y de Estudios Superiores de Monterrey. With his vast experience and knowledge in the construction, building materials and real estate sectors, since his appointment as Chairman of the Board of CEMEX, S.A.B. de C.V., Mr. Zambrano Lozano has focused on strengthening corporate governance practices and guiding the business strategy to enhance the operational and financial performance of CEMEX at a global level, based on the commitment to create long-term value for all CEMEX's stakeholders. He was President of CEMEX, S.A.B. de C.V.'s Finance Committee from 2009 until March 2015 and he was also Chairman of CEMEX México's Board of Directors until February 2017. He holds an Industrial and Systems Engineering degree from the Instituto Tecnológico y de Estudios Superiores de Monterrey and an M.B.A. from the Wharton Business School of the University of Pennsylvania (1980). He is a grandson of the late Mr. Lorenzo Zambrano Gutiérrez, one of CEMEX, S.A.B. de C.V.'s founders, and a son of Mr. Marcelo Zambrano Hellion, who was a member of CEMEX, S.A.B. de C.V.'s Board of Directors from 1957 until his passing away and Chairman of the Board of Directors from 1979 to 1995. He has a family relationship with Tomás Milmo Santos, Ian Christian Armstrong Zambrano and Marcelo Zambrano Lozano, who are all members of CEMEX, S.A.B. de C.V.'s Board of Directors.

Mr. Zambrano Lozano provides experience to the Board of Directors in the following fields: Business strategy, environmental and climate change, construction and building materials, energy, finance, manufacturing, real estate, risk management, information technology and cybersecurity, ethics, corporate governance, health and

Name, Position (Age as of December 31, 2020)	Experience
	safety, sales, investor relations, public affairs, mergers and acquisitions, marketing, economics, and entrepreneurship.
Fernando Ángel González Olivieri Non-Independent Director (Male - 66)	See "—Senior Management."
Marcelo Zambrano Lozano Non-Independent Director (Male - 65)	Mr. Zambrano Lozano has been a member of the Board of Directors of CEMEX, S.A.B. de C.V. since March 31, 2017 and a member of the Sustainability Committee of CEMEX, S.A.B. de C.V. from July 27, 2017 to the present date. He is a founding partner and Executive Chairman of the board of directors of Carza, S.A.P.I. de C.V., a recognized real estate development company mainly in the residential, commercial and industrial sectors, and a member of the executive management of the development trust known by its ticker symbol "CARZAC 18," which is traded on the stock exchange in Mexico. He is also a member of the boards of directors of Green Paper (formerly Productora de Papel, S.A. de C.V.), Fibra Inn (a trust traded on the stock exchange in Mexico and in the OTC market in the United States) and Grupo Vigia, S.A. de C.V., as well as an alternate member of the board of directors of Regional, S.A.B. de C.V., a publicly listed company in Mexico. Furthermore, he is a member of the General Board of Universidad de Monterrey, A.C. (UDEM) and of the General Board of Teléfonos de México, S.A.B. de C.V. His detailed knowledge of the real estate and construction industries, as well as the construction materials sector, provides the CEMEX, S.A.B. de C.V. Board of Directors with an extensive view of the main trends in the sector, thus helping CEMEX to anticipate and satisfy the needs of customers in each of the market segments CEMEX participates in. He graduated with a degree in Marketing from the Instituto Tecnológico y de Estudios Superiores de Monterrey. Mr. Zambrano Lozano has a familial relationship with Mr. Rogelio Zambrano Lozano, Chairman of CEMEX, S.A.B. de C.V.'s Board of Directors, Tomás Milmo Santos and Ian Christian Armstrong Zambrano, both members of CEMEX, S.A.B. de C.V.'s Board of Directors.

Name, Position (Age as of December 31, 2020)	Experience

Mr. Zambrano Lozano provides experience to the Board of Directors in the following fields: Business strategy, environmental and climate change, construction and building materials, finance, real estate, risk management, ethics, corporate governance, human rights, health and safety, sales, logistics, mergers and acquisitions, human resources, and economics.

Ian Christian Armstrong Zambrano Non-Independent Director (Male - 40)	Mr. Armstrong Zambrano has been a member of CEMEX, S.A.B. de C.V.'s Board of Directors since March 26, 2015, and a member of the Sustainability Committee of CEMEX, S.A.B. de C.V. since it was established on September 25, 2014. He is a founding partner and President of Biopower, which provides the private and public sectors with voltage optimization solutions and services related to quality of energy, as well as a founding member and President of RIC Energy Mexico, which is a qualified energy services provider and power generator. Mr. Armstrong Zambrano is also member of the Boards of Directors of Tec Salud and Fondo Zambrano Hellion. With his experience in the financial and energy sectors, Mr. Armstrong Zambrano has advised and carried out several projects with leading multinational companies in Mexico. Thus, in addition to contributing his knowledge to CEMEX, S.A.B. de C.V.'s Sustainability Committee to evaluate energy projects, he provides strategic guidance to CEMEX, S.A.B. de C.V.'s Board of Directors for the development and global expansion of CEMEX. He had previously been a provisional member of CEMEX, S.A.B. de C.V.'s Board of Directors since May 15, 2014 until March 2015 and was Vice President of Promotion and Analysis at Evercore Casa de Bolsa. Mr. Armstrong Zambrano is a graduate in Business Administration from the Instituto Tecnológico y de Estudios Superiores de Monterrey and holds an M.B.A. from the IE Business School. He has a familial relationship with Rogelio Zambrano Lozano, Chairman of CEMEX, S.A.B. de C.V.'s Board of Directors, and Marcelo Zambrano Lozano, a member of CEMEX, S.A.B. de C.V.'s Board of Directors.

Mr. Armstrong Zambrano provides experience to the Board of Directors in the following fields: Business strategy, environmental and climate change, energy, finance, ethics, health and safety, investor relations, and economics.

Name, Position (Age as of December 31, 2020)	Experience
Tomás Milmo Santos (Male - 56) Non-Independent Director	Mr. Milmo Santos has been a member of CEMEX, S.A.B. de C.V.'s Board of Directors since 2006. He is chairman of the board of directors and CEO of Grupo Perseus, a company focused on the energy sector, as well as Vice President of the board of directors of Thermion Energy Group. He is Co-Chairman of the telecommunications company Axtel, S.A.B. de C.V. (a publicly listed company in Mexico) and member of the board of directors of Promotora Ambiental, S.A.B. de C.V. Likewise, he is a member of the directive board of the Instituto Tecnológico y de Estudios Superiores de Monterrey and Chairman of the board of directors of Tec Salud and Alianza Educativa Ciudadana por Nuevo León, a non-profit organization. Mr. Milmo Santos is an entrepreneur with decades of experience in the industrial, energy and telecommunications sectors, which provides to CEMEX, S.A.B. de C.V.'s Board of Directors insight into the various markets where CEMEX, S.A.B. de C.V. operates around the world. He served as an alternate member of CEMEX, S.A.B. de C.V.'s Board of Directors from 2001 to 2006, member of CEMEX, S.A.B. de C.V.'s Finance Committee from 2009 to 2015, and as a member of the Board of Directors of CEMEX México until 2017. He graduated with a degree in Economics from Stanford University. Mr. Milmo Santos has a family relationship with Rogelio Zambrano Lozano, Chairman of CEMEX, S.A.B. de C.V.'s Board of Directors, and Marcelo Zambrano Lozano, a member of CEMEX, S.A.B. de C.V.'s Board of Directors.

Mr. Milmo Santos provides experience to the Board of Directors in the following fields: Business strategy, environmental and climate change, construction and building materials, energy, finance, telecommunications, regulatory and legal matters, real estate, transport and communication, risk management, information technology and cybersecurity, ethics, corporate governance, human rights, health and safety, sales, investor relations, public affairs, mergers and acquisitions, human resources, marketing, branding, law enforcement, economics, and experience serving on the boards of directors of other public companies.

Name, Position (Age as of December 31, 2020)	Experience
Armando J. García Segovia Independent Director (Male - 68)	Mr. García Segovia has been a member of CEMEX, S.A.B. de C.V.'s Board of Directors since 1983 and a member of the Sustainability Committee of CEMEX, S.A.B. de C.V. since it was established on September 25, 2014. He is a member of the board of directors of Hoteles City Express, S.A.B. de C.V. and of Innovación y Conveniencia, S.A. de C.V. (formerly Grupo Chapa, S.A. de C.V.), and an alternate member of the board of GCC, a publicly listed company in Mexico. He is also a member of the board of directors of Universidad de Monterrey, A.C. (UDEM) and Vice President of the Patronato del Museo de la Fauna y Ciencias Naturales, A.B.P., as well as member of the Consejo de Participación Ciudadana de Parques y Vida Silvestre de Nuevo León. Mr. García Segovia is also honorary consul in Monterrey of the Kingdom of Denmark. He is also founder and Chairman of the board of directors of Comenzar de Nuevo, A.C. a non-profit organization. He brings to the CEMEX, S.A.B. de C.V. Board of Directors a considerable level of detailed knowledge of different aspects of CEMEX, as well as a commitment to the care and conservation of nature, which allows him to make significant contributions to the constant strengthening of CEMEX's sustainability policy, a central component of CEMEX's business strategy focused on creating long-term value. He initially joined CEMEX in 1975, was employed at Cydsa, S.A. from 1979 to 1981, at Conek, S.A. de C.V. from 1981 to 1985 and rejoined CEMEX in 1985. During his second stint at CEMEX, he occupied multiple positions from 1985 to March 2010, being Director of Operations, Strategic Planning, Corporate Services and Affiliates, Development, and also Executive Vice President of Development, and of Technology, Energy and Sustainability. He was also Vice President of the Mexican Employers' Association (*Confederación Patronal de la República Mexicana* or "COPARMEX"), member of the Board and former Chairman of the Private Sector Center for Sustainable Development Studies (*Centro de Estudios del Sector Privado para el Desarrollo Sustentable*), former Chairman of COPARMEX Nuevo León, Chairman and member of the board of directors of Gas Industrial de Monterrey, S.A. de C.V., served as Chairman of an Advisory Board of the School of Engineering and Information

Name, Position (Age as of December 31, 2020)	Experience
	Technology of the Instituto Tecnológico y de Estudios Superiores de Monterrey, a member of the board of directors of the World Environmental Center and President of the Advisory Council of Flora y Fauna del Estado de Nuevo León, A.C. He is a graduate of the Instituto Tecnológico y de Estudios Superiores de Monterrey with a degree in Mechanical Engineering and Administration and holds an M.B.A. from the University of Texas. He has a familial relationship with Rodolfo García Muriel, a member of CEMEX, S.A.B. de C.V.'s Board of Directors.

Mr. García Segovia provides experience to the Board of Directors in the following fields: Business strategy, environmental and climate change, construction and building materials, energy, manufacturing, information technology and cybersecurity, ethics, corporate governance, human rights, health and safety, logistics, human resources, and experience serving on the boards of directors of other public companies.

Rodolfo García Muriel Independent Director (Male - 75)	Mr. García Muriel has been a member of CEMEX, S.A.B. de C.V.'s Board of Directors since 1985, a member of the Corporate Practices and Finance Committee since March 26, 2015 and member of the Audit Committee since March 31, 2016. He is Chief Executive Officer of Compañía Industrial de Parras, S.A. de C.V., Chairman of the board of directors of Grupo Romacarel, S.A.P.I de C.V., a member of the board of directors of Comfort Jet, S.A. de C.V. and a member of the regional board of directors of Grupo Financiero CitiBanamex. He is a business leader with a long history as a founder, director and president of many different companies in the manufacturing, construction, transport and communications industries, among others, thereby contributing his vast experience and a wide vision of the global business environment to CEMEX, S.A.B. de C.V.'s Board of Directors. He was a member of CEMEX, S.A.B. de C.V.'s Finance Committee from 2009 until March 2015, as well as a member of CEMEX México's Board of Directors until February 2017. He graduated with a degree in Electric Mechanical Engineering from the Universidad Iberoamericana and completed a specialized program in Business Administration at Harvard University and at the

Name, Position (Age as of December 31, 2020)	Experience
	Anderson School of the University of California in Los Angeles (UCLA). Mr. García Muriel has a familial relationship with Mr. Armando J. García Segovia, a member of CEMEX, S.A.B. de C.V.'s Board of Directors.

Mr. García Muriel provides experience to the Board of Directors in the following fields: Business strategy, construction and building materials, finance, regulatory and legal matters, manufacturing, real estate, transport and communication, risk management, ethics, corporate governance, human rights, health and safety, sales, logistics, investor relations, public affairs, mergers and acquisitions, accounting, human resources, marketing, branding, auditing, law enforcement, economics, and experience serving on the boards of directors of other public companies.

Dionisio Garza Medina Independent Director (Male - 66)	Mr. Garza Medina has been a member of CEMEX, S.A.B. of C.V.'s Board of Directors since 1995, and on March 26, 2015 he was appointed member and remained as president of the Corporate Practices and Finance Committee until March 28, 2019. He is founder, chairman of the board of directors and CEO of TOPAZ, S.A.P.I. de C.V., a company dedicated to the energy, education and real estate sectors. He is also a member of the board of directors of ABC Holding, S.A.P.I. de C.V. and of Compañía Minera Autlán, S.A.B. de C.V. (a publicly listed company in Mexico). With his extensive business experience and in-depth knowledge of the energy, oil and education sectors, the economy and global markets in general, Mr. Garza Medina brings to CEMEX, S.A.B. de C.V.'s Board of Directors a strategic vision that contributes to the achievement of CEMEX's business objectives, including the constant strengthening and improvement of CEMEX's corporate governance practices. Mr. Garza Medina developed his professional career at ALFA, S.A.B. de C.V., where he held senior executive positions for 35 years, including Chief Executive Officer and chairman of the board of directors, until he retired in March 2010. He was also chairman of the board of the Universidad de Monterrey, A.C. (UDEM) for 13 years, as well as member of the Advisory Committee of the David Rockefeller Center for Latin American Studies at Harvard University, the Advisory Council of the Stanford University School of Engineering and the Latin American Advisory Board of the Harvard Business School, where he was President in 2009. He has served as Chairman of the Corporate Practices Committee of CEMEX, S.A.B. of C.V. since 2009.

Name, Position (Age as of December 31, 2020)	Experience
	Mr. Garza Medina graduated as an industrial engineer and holds a Master's degree in Industrial Engineering from Stanford University, where he earned the F. Terman Award. He also holds an M.B.A. from Harvard University.

Mr. Garza Medina provides experience to the Board of Directors in the following fields: Business strategy, energy, finance, ethics, corporate governance, sales, investor relations, public affairs, mergers and acquisitions, auditing, economics, and experience serving on the boards of directors of other public companies.

Francisco Javier Fernández Carbajal Independent Director (Male - 65)	Mr. Fernández Carbajal has been a member of CEMEX, S.A.B. de C.V.'s Board of Directors since February 2012. On March 26, 2015, he was appointed as a member of CEMEX, S.A.B. de C.V.'s Audit Committee, Corporate Practices and Finance Committee and, on April 28, 2016, was elected by CEMEX, S.A.B. de C.V.'s Board of Directors as a member of the Sustainability Committee. On March 28, 2019, Mr. Fernández Carbajal was appointed as president of the Corporate Practices and Finance Committee. He remains a member of these committees. Mr. Fernández Carbajal is also the current Chief Executive Officer of Servicios Administrativos Contry, S.A. de C.V., a privately held company that provides investment management and central administrative services. Furthermore, Mr. Fernández Carbajal is a member of the board of directors of Alfa, S.A.B. de C.V. and Fomento Económico Mexicano, S.A.B. de C.V., which are publicly listed in Mexico, as well as of VISA, Inc. (a company that is publicly listed on the New York Stock Exchange). He has a 38-year business career that has allowed him to gain substantial knowledge in relation to payment systems, financial services and senior leadership experience from his tenure in Grupo Financiero BBVA Bancomer, Mexico´s largest financial services company, in which he served in a diverse array of senior executive roles, including Executive Vice President of Strategic Planning, Deputy President of Systems and Operations, Deputy President and Chief Financial Officer. His background and career related to the payments and financial services industry enables him to bring a global perspective to CEMEX, S.A.B. de C.V.'s Board of Directors and to provide relevant insights in relation to strategic planning, operations and management, as well as an enhanced understanding of risk management of large, complex organizations. In addition, as the Chief Financial Officer of a large

Name, Position (Age as of December 31, 2020)	Experience
	publicly traded company, and through his board and committee membership in several large companies in Mexico and the United States, he has accumulated extensive experience in corporate finance and accounting, financial reporting and internal controls, and human resources and compensation, which contributes to his service on CEMEX, S.A.B. de C.V.'s Board of Directors. He graduated with a degree in Electric Mechanical Engineering from the Instituto Tecnológico y de Estudios Superiores de Monterrey and holds an M.B.A. from Harvard Business School.

Mr. Fernández Carbajal provides experience to the Board of Directors in the following fields: Business strategy, environmental and climate change, finance, telecommunications, regulatory and legal matters, risk management, information technology and cybersecurity, ethics, corporate governance, investor relations, mergers and acquisitions, accounting, human resources, marketing, auditing, economics, and experience serving on the boards of directors of other public companies.

Armando Garza Sada Independent Director (Male - 63)	Mr. Garza Sada has been a member of CEMEX, S.A.B. de C.V.'s Board of Directors and Corporate Practices and Finance Committee since March 26, 2015. Mr. Garza Sada is the Chairman of the board of directors of ALFA, S.A.B. de C.V., a public company with a business portfolio that includes refrigerated food, petrochemicals, aluminum auto parts, IT and communications, and hydrocarbons, with operations in 28 countries. He is also Chairman of the board of directors of Alpek, S.A.B. de C.V. and Nemak, S.A.B. de C.V., alternate member of the board of directors of BBVA Bancomer, S.A., Institución de Banca Múltiple, Grupo Financiero Bancomer, and member of the board of directors of Axtel, S.A.B. de C.V., El Puerto de Liverpool, S.A.B. de C.V., Grupo Lamosa, S.A.B. de C.V., Fomento Económico Mexicano, S.A.B. de C.V. and Grupo Proeza, S.A.P.I. de C.V., several of which are publicly listed companies in Mexico, as well as Instituto Tecnológico y de Estudios Superiores de Monterrey. Mr. Garza Sada's performance at the highest corporate level in companies in the manufacturing sectors provides CEMEX, S.A.B. de C.V.'s Board of Directors with unique insight on the global economic and commercial landscape, thus allowing the constant improvement of CEMEX's business strategy. He also has participated in university and think tank boards, thus developing knowledge on education and economic development.

Name, Position (Age as of December 31, 2020)	Experience
	Mr. Garza Sada holds a Bachelor's degree from the Massachusetts Institute of Technology and an M.B.A. from Stanford University.

Mr. Garza Sada provides experience to the Board of Directors in the following fields: Business strategy, energy, finance, telecommunications, public affairs, mergers and acquisitions, and experience serving on the boards of directors of other public companies.

David Martínez Guzmán Independent Director (Male - 63)	Mr. Martínez Guzmán has been a member of CEMEX, S.A.B. de C.V.'s Board of Directors since March 26, 2015. Mr. Martínez Guzmán is the Principal and founder of Fintech Advisory Inc., successor of Fintech, Inc., and managing director of its London subsidiary Fintech Advisory, Ltd. He serves on the boards of Mexican companies Alfa, S.A.B. de C.V., Vitro, S.A.B. de C.V., ICA Tenedora, S.A. de C.V., as well as the board of Sabadell Bank in Spain, all of which are publicly listed companies in Mexico and Spain. He brings extensive knowledge and expertise in the financial sector and global markets to CEMEX, S.A.B. de C.V.'s Board of Directors, which allows Mr. Martínez Guzmán to provide significant guidance regarding CEMEX's financial strategy and contribute directly to CEMEX's business strategy focused on regaining CEMEX's investment grade credit metrics. After receiving his M.B.A. in 1984, Mr. Martínez Guzmán joined Citibank, N.A. in New York in the Latin America Sovereign Restructuring unit, where he helped coordinate the 1984 Argentina Financing Plan and subsequent restructuring. In 1987, he formed Fintech in New York to trade and structure transactions in both sovereign and corporate debt of emerging economies and is recognized as one of the earliest participants in the secondary market for these securities. Since its formation, Fintech has participated in most of the sovereign debt restructurings around the world, starting with the Brady Plan in the 1980s, which was developed to provide substantial debt relief to countries suffering from economic stagnation and to stimulate growth and enable those countries to regain access to global capital markets.

Name, Position (Age as of December 31, 2020)	Experience
	In the corporate sector, over the last three decades, Mr. Martínez Guzmán has consistently pursued high-value strategic investments through numerous restructurings across various industries in Latin America, forging partnerships with local shareholders and management. Over the last decade, Mr. Martínez Guzmán has also pursued strategic investments in the Eurozone periphery. His involvement in the region also includes active participation in the recapitalization process of systemically important banks in Greece, Spain and Italy. Mr. Martínez Guzmán holds an M.B.A. from Harvard Business School. He holds a Bachelor of Arts degree in Philosophy from the Universitas Gregoriana in Rome, Italy, and a Bachelor of Science degree in Mechanical and Electrical Engineering from the Universidad Nacional Autónoma de México.

Mr. Martínez Guzmán provides experience to the Board of Directors in the following fields: Business strategy, finance, telecommunications, risk management, corporate governance, economics, and experience serving on the boards of directors of other public companies.

Everardo Elizondo Almaguer Independent Director (Male - 77)	Mr. Elizondo Almaguer has been a member of CEMEX, S.A.B. de C.V.'s Board of Directors since March 31, 2016, and a member of the Audit Committee since April 5, 2018. On March 28, 2019, he was appointed President of the Audit Committee. Mr. Elizondo is a professor of Macroeconomics at EGADE Business School of the Instituto Tecnológico y de Estudios Superiores de Monterrey and the School of Economics of the Universidad Autónoma de Nuevo León. He is a member of the board of directors of the following publicly listed companies in Mexico: Grupo Financiero Banorte, S.A.B. de C.V., Compañía Minera Autlán, S.A.B. de C.V. and Gruma, S.A.B. de C.V. Mr. Elizondo Almaguer is also a member of the board of directors of Afore XXI-Banorte, S.A. and Rassini, S.A. de C.V. With his renowned career as a financial analyst, exemplary public official and university scholar, Mr. Elizondo Almaguer brings to CEMEX, S.A.B. de C.V.'s Board of Directors an extensive knowledge of the financial system and the macroeconomic environment at the international level, contributing to the strategy design and business initiatives to enhance CEMEX's growth. In particular, he is being proposed as the President of CEMEX, S.A.B. de

Name, Position (Age as of December 31, 2020)	Experience
	C.V.'s Audit Committee, where he qualifies as a "financial expert" for purposes of the Sarbanes-Oxley Act of 2002, as a result of the expertise he has gained through experience in, and an understanding of, internal control over financial reporting, as well as oversight of independent auditors in companies that have been publicly listed in Mexico and in the United States, with respect to the preparation, auditing or evaluation of financial statements, which is supplemented with several decades of experience in the banking/finance industry and academia. He was the director for economic studies at Alfa, S.A.B. de C.V. and Grupo Financiero BBVA Bancomer, S.A. de C.V. Additionally, he founded and was the director of the Graduate School of Economics of the Universidad Autónoma de Nuevo León and he was deputy governor of the Banco de México from 1998 to 2008. Mr. Elizondo Almaguer is a graduate in Economics from the Universidad Autónoma de Nuevo León, holds a Master's degree in Economics from the University of Wisconsin-Madison and a certificate from Harvard University's International Tax Program.

Mr. Elizondo Almaguer provides experience to the Board of Directors in the following fields: Business strategy, finance, corporate governance, public affairs, human resources, auditing, public office, economics, and experience serving on the boards of directors of other public companies.

Ramiro Gerardo Villarreal Morales Independent Director (Male - 73)	Mr. Villarreal Morales has been a member of the Board of Directors of CEMEX, S.A.B. de C.V. since 2017. He is also a member of the board of directors of GCC, the real estate development company Vinte Viviendas Integrales, S.A.B. de C.V. and Banco Bancrea, S.A. Institución de Banca Multíple, several of which are publicly listed companies in Mexico. With his vast knowledge and experience within CEMEX, Mr. Villarreal Morales offers CEMEX, S.A.B. de C.V.'s Board of Directors key guidance in regulatory and legal matters, as well as extensive knowledge related to corporate governance and financial transactions issues. Mr. Villarreal Morales has more than 50 years of professional experience in the legal and financial fields. He joined CEMEX in 1987 as General Legal Director and served in different positions, including Executive Vice President of Legal and Advisor to the

Name, Position (Age as of December 31, 2020)	Experience
	Chairman of the Board of Directors and the Chief Executive Officer of CEMEX until December 2017. Prior to this, he served as General Director of Banca Regional de Banpaís, a financial institution where he was responsible for the operation of the bank's 121 branches and, until February 2012, he was the secretary of the Board of Directors of Enseñanza e Investigación Superior, A.C., a non-profit company that manages the Instituto Tecnológico y de Estudios Superiores de Monterrey. Likewise, he served as Secretary of CEMEX, S.A.B. de C.V.'s Board of Directors from 1995 to March 30, 2017 and was the Secretary of CEMEX México's Board of Directors until February 2017. He graduated with a degree in Law with honorary citation from the Universidad Autónoma de Nuevo León and received a Master's of Science degree in Finance from the University of Wisconsin-Madison, where he was appointed to the honor roll.

Mr. Villarreal Morales provides experience to the Board of Directors in the following fields: Energy, regulatory and legal matters, risk management, ethics, corporate governance, public affairs, accounting, and law enforcement.

Gabriel Jaramillo Sanint Independent Director (Male - 71)	Mr. Jaramillo Sanint has been a member of CEMEX, S.A.B. de C.V.'s Board of Directors since 2018. He is also a member of the boards of Minerva Foods (Brazil), Phoenix Group (USA) and the non-profit organization Medicines For Malaria Ventures, based in Geneva, Switzerland, and founded and manages a program of sustainable economic development in the Orinoco Basin in Colombia. With an outstanding 35-year career in the financial sector and in the field of philanthropy, being mainly focused on the health sector, as well as a deep knowledge of the overall United States and SCA&C regions, Mr. Jaramillo Sanint not only brings to CEMEX, S.A.B. de C.V.'s Board of Directors an extensive experience in financial matters, but also in corporate social responsibility, one of the pillars of CEMEX's global business strategy to achieve sustainable growth and create long-term value. Among other positions, he was a member of the board of directors of CEMEX Latam Holdings, S.A., a publicly listed company in Colombia. He also served as Chairman of the board of directors and

Name, Position (Age as of December 31, 2020)	Experience
	CEO of Santander USA (Sovereign Bank), Banco Santander Brasil, Banco Santander Colombia and CEO of Citibank Mexico and Citibank Colombia. After his retirement, he has focused on philanthropic work in global health, leading the transformation of the Global Fund to Fight AIDS, Tuberculosis and Malaria, which has raised $13 billion from 2017 to 2020. Mr. Jaramillo Sanint holds an M.B.A. and Bachelor's degree in Marketing from California State University. In 2015, Mr. Jaramillo received honorary degrees from Universidad Autónoma de Manizales and North Eastern University.

Mr. Jaramillo Sanint provides experience to the Board of Directors in the following fields: Business strategy, finance, risk management, corporate governance, health and safety, mergers and acquisitions, human resources, and experience serving on the boards of directors of other public companies.

Isabel María Aguilera Navarro Independent Director (Female - 60)	Mrs. Aguilera Navarro is an independent consultant and also an associate professor at the ESADE Business School in Barcelona. She is a member of the board of directors of the following publicly listed companies: Oryzon Genomics, S.A. since November 2015, Spain Real Estate SOCIMI, S.A. since June 2017 and the Italian bank Banca Farmafactoring S.p.A. (BFF) from April 2018 and until March 25, 2021. Since April 2019, Mrs. Aguilera Navarro has been a member of the Board of Directors of HPS, and, since December 2019, she has been a member of the non-listed company Making Science. With her vast experience and extensive knowledge of multinational corporations, Mrs. Aguilera Navarro brings to the CEMEX, S.A.B. de C.V. Board of Directors guidance and strategic vision which contributes to its business strategy and to enhancing CEMEX, S.A.B. de C.V.'s objectives at a global level, including the constant strengthening of information technology and digitalization efforts. Mrs. Aguilera Navarro was President of General Electric (GE) Spain and Portugal from 2008 to 2009, General Manager of Google Inc. Spain and Portugal (now Alphabet) from 2006 to 2008, Operations Director of NH Hotel Group SA from May 2002 to June 2005 and General Director of Dell Computer Corporation for Spain, Italy and Portugal, from March 1997 to May 2002. The Financial Times named her one of the 25 most important women executives in Europe, while Fortune Magazine rated her as one of the 50 leading women in the world.

Name, Position (Age as of December 31, 2020)	Experience
	Mrs. Aguilera Navarro was also a member of the board of directors of Indra Sistemas, S.A. from 2005 to 2017, Banco Mare Nostrum (BMN) from 2013 to 2017, Emergia Contact Center, S.L. from 2011 to 2015, Aegon Spain from 2014 to 2016, Egasa SXXI from 2015 to 2019 and Laureate Education Inc. from 2002 to 2006. She has also served as a Counselor to several Spanish non-profit organizations, such as the Companies Institute (*Instituto de Empresa*) and the Association for Management Progress (*Asociación para el Progreso de la Gestión*). She was a member of the Advisory Board of Farmaindustria, Ikor and Pelayo Mutua de Seguros and a business entrepreneur from 2009 to 2012 at Twindocs International. Mrs. Aguilera Navarro has a degree in Architecture and Urban Planning from the Escuela Técnica Superior de Arquitectura de Sevilla (ETSA) and an M.B.A. from the IE Business School. Mrs. Aguilera Navarro participated in the Program for General Management by the IESE Business School and the Program for Senior Management of Leading Companies by the San Telmo Institute.

Mrs. Aguilera Navarro provides experience to the Board of Directors in the following fields: Business strategy, environmental and climate change, construction and building materials, telecommunications, information technology and cybersecurity, ethics, corporate governance, sales, human resources, marketing, branding, construction techniques and urban planning, international perspective, and experience serving on the boards of directors of other public companies.

Senior Management and Board Composition

As of December 31, 2020, (i) all members of our senior management were male and (ii) 93.7% of the members of our board of directors were male and 6.7% were female.

As of December 31, 2020, there were no alternate members in CEMEX, S.A.B. de C.V.'s board of directors.

Board Practices

In compliance with the Mexican Securities Market Law (*Ley del Mercado de Valores*), which was enacted on December 28, 2005 and became effective on June 28, 2006 (the "Mexican Securities Market Law"), CEMEX, S.A.B. de C.V.'s shareholders approved, at an extraordinary shareholders' meeting held on April 27, 2006, a proposal to amend various articles of CEMEX, S.A.B. de C.V.'s by-laws (*estatutos sociales*), in order to improve our standards of corporate governance and transparency, among other matters. The amendments included outlining the fiduciary duties of the members of CEMEX, S.A.B. de C.V.'s board of directors, who are now required:

- to perform their duties in a value-creating manner for the benefit of CEMEX without favoring a specific shareholder or group of shareholders;

- to act diligently and in good faith by adopting informed decisions; and
- to comply with their duty of care and loyalty, abstaining from engaging in illicit acts or activities.

The Mexican Securities Market Law also eliminated the position of statutory examiner, whose duties of surveillance are now the responsibility of the board of directors, fulfilled through the corporate practices and finance committee and the audit committee, as well as through the external auditor who audits the entity's financial statements, each within its professional role. With its surveillance duties, CEMEX, S.A.B. de C.V.'s board of directors is no longer in charge of managing CEMEX; instead, this is the responsibility of CEMEX, S.A.B. de C.V.'s chief executive officer.

Pursuant to the Mexican Securities Market Law and CEMEX, S.A.B. de C.V.'s by-laws, at least 25% of its directors must qualify as independent directors.

Other than any contractual arrangements entered into with any member of CEMEX, S.A.B. de C.V.'s board of directors while employed by us, which provide or may provide for retirement and pension benefits, CEMEX, S.A.B. de C.V. has not entered into any service contracts with its directors that provide for benefits upon termination of employment.

The Audit Committee, the Corporate Practices and Finance Committee and Other Committees

The Mexican Securities Market Law required CEMEX, S.A.B. de C.V. to create a corporate practices committee comprised entirely of independent directors, in addition to its then existing audit committee. In compliance with such requirement, in 2006 CEMEX, S.A.B. de C.V. increased the responsibilities of its audit committee and changed its name to "corporate practices and audit committee." To further enhance the effectiveness of its corporate governance, at CEMEX, S.A.B. de C.V.'s annual general ordinary shareholders' meeting held on April 23, 2009, CEMEX, S.A.B. de C.V.'s shareholders approved the division of this committee into two committees with different members and responsibilities: the audit committee and the corporate practices committee. In addition, at the annual general ordinary shareholders' meeting held on April 29, 2010, CEMEX, S.A.B. de C.V.'s shareholders approved the creation of the finance committee. In addition, at the annual general ordinary shareholders' meeting held on March 26, 2015, CEMEX, S.A.B. de C.V.'s shareholders approved that the then-existing corporate practices committee take over certain responsibilities of the then-existing finance committee and changes its name to "corporate practices and finance committee."

CEMEX, S.A.B. de C.V.'s audit committee is responsible for:

- evaluating our internal controls and procedures and identifying deficiencies;
- following up with corrective and preventive measures in response to any non-compliance with our operation and accounting guidelines and policies;
- evaluating the performance of our external auditors;
- describing and valuing non-audit services performed by our external auditor;
- reviewing CEMEX, S.A.B. de C.V.'s financial statements;
- assessing the effects of any modifications to the accounting policies approved during any fiscal year;
- overseeing measures adopted as a result of any observations made by CEMEX, S.A.B. de C.V.'s shareholders, directors, executive officers, employees or any third parties with respect to accounting, internal controls and internal and external audit, as well as any complaints regarding management irregularities, including anonymous and confidential methods for addressing concerns raised by employees; and
- analyzing the risks identified by CEMEX, S.A.B. de C.V.'s independent auditors, accounting, internal control and process assessment areas.

CEMEX, S.A.B. de C.V.'s corporate practices and finance committee is responsible for:

- evaluating the hiring, firing and compensation of CEMEX, S.A.B. de C.V.'s chief executive officer;
- reviewing the hiring and compensation policies for CEMEX, S.A.B. de C.V.'s executive officers;
- reviewing related party transactions and any conflicts of interest;
- reviewing policies regarding use of corporate assets;
- reviewing unusual or material transactions;
- evaluating waivers granted to our directors or executive officers regarding seizure of corporate opportunities;
- identifying, evaluating and following up on the operating risks affecting the company and its subsidiaries;
- evaluating the company's financial plans;
- reviewing the company's financial strategy and its implementation; and
- evaluating mergers, acquisitions, review of market information and financial plans, including financing and related transactions.

Under CEMEX, S.A.B. de C.V.'s by-laws and the Mexican Securities Market Law, all members of the audit committee and the corporate practices and finance committee, including their respective presidents, are required to be independent directors. The president of the audit committee and the corporate practices and finance committee shall be appointed and removed from his or her position only by the general shareholders' meeting, and the rest of the members may only be removed by a resolution of the general shareholders or of the board of directors.

Set forth below are the names of the members of CEMEX, S.A.B. de C.V.'s audit committee and corporate practices and finance committee as of December 31, 2020. Each member of the committees is an independent director. The terms of the members of the committees are indefinite. Everardo Elizondo Almaguer qualifies, as an "audit committee financial expert" for purposes of the Sarbanes Oxley Act of 2002. See "Part II—Item 16A—Audit Committee Financial Expert."

AUDIT COMMITTEE:

Everardo Elizondo Almaguer	President
Rodolfo García Muriel	Member
Francisco Javier Fernández Carbajal	Member

CORPORATE PRACTICES AND FINANCE COMMITTEE:

Francisco Javier Fernández Carbajal	President
Dionisio Garza Medina	Member
Rodolfo García Muriel	Member
Armando Garza Sada	Member

In addition, at a meeting of CEMEX, S.A.B. de C.V.'s board of directors held on September 25, 2014, CEMEX, S.A.B. de C.V.'s directors approved the creation of a sustainability committee. Furthermore, on March 26, 2020, CEMEX, S.A.B. de C.V. held an ordinary general shareholders' meeting in which the shareholders for the first time approved the appointment of the members of the Sustainability Committee.

CEMEX, S.A.B. de C.V.'s sustainability committee is responsible for:

- ensuring sustainable development in CEMEX's strategy;

- supporting CEMEX, S.A.B. de C.V.'s board of directors in fulfilling its responsibility to shareholders regarding sustainable growth;
- evaluating the effectiveness of sustainability programs and initiatives;
- proving assistance to CEMEX's Chief Executive Officer and senior management team regarding the strategic direction on sustainability; and
- endorsing a model of sustainability, priorities and key indicators.

As of December 31, 2020, the members of CEMEX, S.A.B. de C.V.'s sustainability committee are:

Armando J. García Segovia	President
Francisco Javier Fernández Carbajal	Member
Ian Christian Armstrong Zambrano	Member
Marcelo Zambrano Lozano	Member

Compensation of CEMEX, S.A.B. de C.V.'s Directors and Members of Our Senior Management

For the year ended December 31, 2020, the aggregate amount of compensation we paid, or our subsidiaries paid, to all members of CEMEX, S.A.B. de C.V.'s board of directors and senior management, as a group, was $35 million, of which $29 million was paid as base compensation plus performance bonuses, including pension and post-employment benefits, and $6 million corresponds to stock-based compensation. During 2020, a trust for the benefit of our employees purchased, with funds provided by us, in the secondary market 101 million CPOs for this group pursuant to the Restricted Stock Incentive Plan ("RSIP") described below under "—Restricted Stock Incentive Plan (RSIP)."

Restricted Stock Incentive Plan (RSIP)

Under the terms of the RSIP, eligible employees are allocated a specific number of restricted CPOs as variable compensation to be vested over a four-year period. CPOs to cover the RSIP are issued or repurchased in the secondary market, in each case, pursuant to the corresponding approvals from the CEMEX, S.A.B. de C.V. ordinary general shareholders' meetings. The CPOs are held in an individual account with a third-party supplier. At the end of each year during such four-year period, the restrictions lapse with respect to 25% of the allocated CPOs and such CPOs become freely transferable and subject to withdrawal from the trust. This current variable compensation plan has been applied to all its applicable participants since 2009, and it constitutes a further development to the variable remuneration plan that started in 2005.

As of the date of this annual report, we have three compensation programs that conform the RSIP. The first program is known as the "Ordinary Plan," the second as the "KVP Plan" and the third as the "Performance Plan." Most participants participate in only one of the programs, the Ordinary Plan. Only employees in key value positions ("KVPs") participate in both the KVP Plan and the Performance Plan.

As of December 31, 2020, the Ordinary Plan had around 524 participants, which constitute the top employees of the company, which are not in KVPs. The annual award under the Ordinary Plan is calculated based on the result of the gross annual guaranteed compensation of the participants in Dollars as of May 31 of each calendar year, times a management factor, that, depending on the level of the participant, is 28%, 24%, 18% or 12%, and divided by the last 90-day average closing price, converted into Dollars, of CPOs as of June 30 of such calendar year.

As of December 31, 2020, the KVP Plan had around 60 participants, which constitute employees in KVPs. The annual award under the KVP Plan is based on the result of the cash variable compensation bonus in Dollars paid in April 2020 to these participants and divided by the last 90-day average closing price, converted into Dollars, of CPOs as of April 15 of each calendar year.

The total number of CPOs granted for the Ordinary Plan and the KVP Plan during 2020 were 77 million and 35 million, respectively, of which 19 million were related to our senior management. In 2020, 34 million net CPOs of the Ordinary Plan and 21 million net CPOs of the KVP Plan were repurchased in the secondary market, representing the first 25% of the 2020 compensation program, the second 25% of the 2019 compensation program, the third 25% of the 2018 compensation program and the final 25% of the 2017 compensation program. Of these 55 million CPOs, 12 million CPOs corresponded to our senior management.

Starting in 2017, the third compensation program, known as the Performance Plan, replaced the Ordinary Plan that our KVP Plan participants received prior to 2017. The Performance Plan entails calculating a specific target of CPOs for each plan participant. The final payout under such plan can range from 0% to 200% of the target of CPOs according to CEMEX, S.A.B. de C.V.'s three-year total shareholder return relative to two market references: one market reference is comprised of seven public companies from the global construction and materials industry, and the second market reference is comprised of the 107 companies of the Morgan Stanley Capital International (MSCI) of Emerging Markets – LATAM Industry Index.

Under the Performance Plan, the vesting period occurs at the end of three years in a single 100% block, at which time the resultant number of CPOs become unrestricted immediately. Approximately 41 million CPOs were granted during 2020 under the Performance Plan, with an estimated fair value of 155%, which are expected to vest on July 1, 2023.

See note 22 to our 2020 audited consolidated financial statements included elsewhere in this annual report.

CLH Employee stock-ownership plan

To better align CLH's executives' interests with those of its stockholders, on January 16, 2013, CLH's board of directors approved, effective as of January 1, 2013, a long-term incentive plan available to eligible executives of CLH, which consists of an annual compensation plan based on CLH shares. The underlying shares in this long-term incentive plan, which are held in CLH's treasury and subject to certain restrictions, are delivered fully vested under each annual program over a service period of four years. During 2020, 2019 and 2018, CLH delivered 258,511 shares, 393,855 shares and 1,383,518 shares, respectively, corresponding to the vested portion of prior years' grants, which were subscribed and held in CLH's treasury. As of December 31, 2020, there are 2,895,944 shares of CLH associated with these annual programs that are expected to be delivered in the following years as the executives render services.

CEMEX Holdings Philippines Employee Restricted Stock Incentive Plan

Starting in 2018, a CHP compensation plan was granted to Philippines eligible participants. While this plan replaced their ordinary CPO plan, the mechanics of the plan remain the same. As of December 31, 2020 and 2019, there were 10 eligible participants with a total award of 18.5 million and 5.7 million CHP shares, respectively.

Compensation of CEMEX, S.A.B. de C.V.'s Chief Executive Officer and senior management

2020 Chief Executive Officer	%
Salary	20%
Short Term Performance Bonus (Cash)	20%
Short Term Performance Bonus (Restricted Stock)	40%
Long Term Performance Shares	20%
	100%

2020 Senior Management	%
Salary	42%
Short Term Performance Bonus (Cash)	22%
Short Term Performance Bonus (Restricted Stock)	22%
Long Term Performance Shares	14%
	100%

The short-term variable performance bonus is paid in both cash and restricted shares and the long-term variable performance bonus is paid in the form of restricted shares. We use Cash Value Added to measure short- term performance bonus.

CEMEX, S.A.B. de C.V.'s board of directors is compensated in a fixed manner based on participation in board meetings. The Chairman of CEMEX, S.A.B. de C.V.'s board of directors, however, is compensated in a similar manner as CEMEX, S.A.B. de C.V.'s senior management, including through the long-term performance plan based on CEMEX's total shareholder return versus peer groups. The base salary of the Chairman of CEMEX, S.A.B. de C.V.'s board of directors is 27% fixed and the remaining 73% is variable compensation.

The compensation structure, including the competitiveness factor, as well as the mix between base and variable compensation, is reviewed every two years. This review analysis is performed by the firm of Willis, Towers, Watson versus a size adjusted General Industry U.S. Market.

Employees

As of December 31, 2020, we had 41,663 employees worldwide, which represented an increase of approximately 2.5% from the total number of employees we had as of December 31, 2019. The following table sets forth the number of our employees and a breakdown of their geographic location as of December 31, 2018, 2019 and 2020:

Location	2018	2019	2020
Mexico	11,818	11,567	14,248
United States	8,702	8,906	8,555
EMEAA			
United Kingdom	2,937	2,814	1,961
France	1,905	1,839	1,813
Germany	1,532	1,124	1,117
Spain	2,025	1,919	1,823
Poland	1,104	1,057	1,066
Egypt	576	517	509
Philippines	706	722	777
Rest of EMEAA	4,059	3,667	3,613
SCA&C			
Colombia	2,615	2,788	2,675
Panama	685	536	395
Costa Rica	377	322	295
Caribbean TCL	673	702	766
Rest of SCA&C	2,310	2,160	2,050
Total	42,024	40,640	41,663

In Mexico, as of December 31, 2020, we have entered into collective bargaining agreements on a plant-by-plant basis, and such collective bargaining agreements are renewable on an annual basis with respect to salaries and on a biannual basis with respect to benefits. During 2020, we renewed approximately 101 contracts with different labor unions in Mexico. In addition, as of December 31, 2020, we provided new working conditions to our employees and unions as a result of the changes required by labor laws and international conventions, specifically with respect to freedom of association and collective bargaining. Our labor unions have taken important actions to implement the new labor laws, including, but not limited to, voting collective contracts in Mexico and informing employees about the terms and conditions of the collective agreements.

In the United States, as of December 31, 2020, approximately 27% of our employees were represented by unions, with the largest number being members of the International Brotherhood of Teamsters, the Laborers' International Union of North America, United Steelworkers, International Union of Operating Engineers and the International Brotherhood of Boilermakers. We have entered into or are in the process of negotiating various collective bargaining agreements at many of our U.S. plants, which collective bargaining agreements have various expiration dates through July 31, 2025.

As of December 31, 2020, our subsidiaries in Spain had 1,189 employees with collective bargaining agreements. 755 of them, corresponding to employees in the cement business, had a company-specific collective bargaining agreement that is expected to be renewed in 2021. The remaining 434, corresponding to the ready-mix concrete, mortar, aggregates and transport sectors, as well as office-based employees, have industry-specific collective bargaining agreements and are employees of different subsidiaries of ours in the country.

In the United Kingdom, as of December 31, 2020, our cement manufacturing and cement supply chain operations had collective bargaining agreements with Unite the Union. The rest of our operations in the United Kingdom are not part of collective bargaining agreements. However, there are local agreements for consultations and employees can be represented by a trade union official at specific types of meetings.

In Germany, as of December 31, 2020, most of our employees are working under collective bargaining agreements with the Industriegewerkschaft Bauen Agrar Umwelt—IG B.A.U. union. Most employees are subject to the in-house bargaining agreement with the IG B.A.U., which means salaries are negotiated between the applicable company and the trade union IG B.A.U. Collective bargaining agreement negotiations for cement operations employees occurred between employers' associations Arbeitgeberverband Zement e.V. and IG B.A.U. during the third quarter of 2020. Both negotiations led to the execution of agreements. The period of both agreements will end in 2021. We expect that certain works council and unions will demand salary raises as a result, and we will need to execute new bargaining agreements during 2021 as a result. In addition, there are internal company agreements, negotiated between the works council and the company itself. The next works council elections for most areas will take place during 2022.

In France, as of December 31, 2020, less than 0.2% of our employees were members of two of the five main unions. At least one representative from one of the five main unions was represented in the following legal entities: CEMEX Granulats (one representative), Cemex Bétons Ile de France (two representatives). All agreements are negotiated with unions and non-union representatives elected in the local workers council (*Comité social et économique*) for periods of four years.

In Israel, as of December 31, 2020, our aggregates manufacturing and lime manufacturing operations had existing special collective bargaining agreements with the Histadrut—the largest employee organization in Israel ("Histadrut"). In addition, our concrete product landscape plant, Netivei-Noy, has an existing special collective bargaining agreement with Histadrut that applies to the plant's employees. The rest of our operations in Israel are not part of collective bargaining agreements.

In the Philippines, as of December 31, 2020, approximately 31% of the non-managerial employees of our cement business were members of, and were represented by, labor unions. Their labor conditions including wages and benefits are governed by collective bargaining agreements negotiated at the plant level. The Solid Cement Plant has two unions. and the collective bargaining agreements for these unions will expire on December 31, 2022 and February 28, 2023, respectively. APO's cement plant also has two unions and the collective bargaining agreements for both these unions will expire on December 31, 2021.

In Egypt, as of December 31, 2020, the majority of our eligible employees were represented by the Assiut Cement Labor Union and the General Building Materials Union. The collective bargaining agreement, of which our employees are party to, governs annual profit share and productivity bonus payments. Such agreement will expire on December 31, 2021.

In Panama, as of December 31, 2020, approximately 56% of our workforce were members of Sindicato de Trabajadores de Cemento Bayano, a union which is a legal entity registered before the Panamanian Ministry of Labor. The union's board of directors is elected every two to four years through a general voting process. The collective bargaining agreement that is in full force and effect since January 2020 was entered into in January 2020 and expires in December 2023.

In Colombia, as of December 31, 2020, there were five regional sectionals of a single industry union that represents our employees at the Caracolito, Clemencia, Bucaramanga, Cúcuta and Maceo cement plants and mills, and a minority part of the logistics operations at the national level. Another union represented a minority of the employees in the ready-mix concrete operations, and there was also another union in the logistics operation which as of December 31, 2020 had no affiliated CEMEX employees. There were also collective agreements with non-union workers at the Santa Rosa cement plant, all aggregates operations and the majority of the logistics and ready-mix concrete operations in Colombia. We consider our relationships with labor unions representing our employees in Colombia to be satisfactory.

In Caribbean TCL, as of December 31, 2020, the majority of our employees are party to collective bargaining agreements with the exception of those in the Guyana operations. Collective bargaining agreements in

Trinidad and Barbados have all expired, however negotiations are currently ongoing regarding new agreements to replace those that have expired. In Jamaica, as of December 31, 2020, approximately 58% of our employees were represented by unions, with the largest number being members of the Union of Clerical And Supervisory Employees ("UCASE") representing the hourly paid employees (44%), UCASE representing the monthly paid technicians and operators (25%) and STAFF Association representing the coordinators and administrative assistants (31%). Negotiations were finalized with the UCASE representing the hourly paid employees and STAFF Association in October and November 2020, respectively, and the collective bargaining agreement with these groups will end in June and December 2021, respectively. A collective bargaining agreement ending on December 31, 2021 is also in place with the UCASE representing the monthly paid technicians and operators.

Share Ownership

As of December 31, 2020, to the best of our knowledge, the members of the board of directors of CEMEX, S.A.B. de C.V. and our senior management, including their immediate families, owned, collectively, approximately 1.2788% of CEMEX, S.A.B. de C.V.'s outstanding shares, including shares underlying stock options and restricted CPOs under our RSIP. This percentage does not include shares held by the extended families of members of our senior management and directors, since, to the best of our knowledge, no voting arrangements or other agreements exist with respect to those shares. As of December 31, 2020, to the best of our knowledge, no individual member of the board of directors of CEMEX, S.A.B. de C.V. or individual member of our senior management beneficially owned one percent or more of any class of CEMEX, S.A.B. de C.V.'s outstanding capital stock and each such individual's share ownership has not been previously disclosed to shareholders or otherwise made public.

Item 7—Major Shareholders and Related Party Transactions

Major Shareholders

The information contained in Amendment No. 11 to a statement on Schedule 13G filed with the SEC on March 10, 2021, stated that as of February 28, 2021, BlackRock beneficially owned 1,528,010,632 CPOs, representing 10.1% of CEMEX, S.A.B. de C.V.'s outstanding capital stock. BlackRock does not have voting rights different from our other non-Mexican holders of CPOs. As required by CEMEX, S.A.B. de C.V.'s by-laws, CEMEX, S.A.B. de C.V.'s board of directors is required to approve BlackRock's beneficial ownership of CEMEX, S.A.B. de C.V.'s outstanding capital stock. Pursuant to the authorizations by CEMEX, S.A.B. de C.V.'s Board of Directors, BlackRock is authorized to acquire up to 13% of CEMEX, S.A.B. de C.V.'s capital stock with voting rights.

The information contained in Schedule 13G filed with the SEC on February 11, 2021, stated that as of December 31, 2020, Dodge & Cox, an investment adviser registered under the United States Investment Advisers Act of 1940, as amended, beneficially owned 32,592,692 ADSs, representing 2.2% of CEMEX, S.A.B. de C.V.'s outstanding capital stock, and therefore ceased to be a major shareholder of the Company. Dodge & Cox does not have voting rights different from our other non-Mexican holders of CPOs. As required by CEMEX, S.A.B. de C.V.'s by-laws, CEMEX, S.A.B. de C.V.'s Board of Directors is required to approve Dodge & Cox's beneficial ownership of CEMEX, S.A.B. de C.V.'s outstanding capital stock. As of the date of this annual report, Dodge & Cox was authorized by CEMEX, S.A.B. de C.V.'s Board of Directors to own up to 10% of CEMEX, S.A.B. de C.V.'s capital stock with voting rights.

As of December 31, 2020, CEMEX, S.A.B. de C.V.'s outstanding capital stock consisted of 29,457,941,452 Series A shares and 14,728,970,726 Series B shares, in each case including shares held by our subsidiaries.

As of December 31, 2020, 99.88% of Series A shares and 99.88% of Series B shares outstanding were held by the CPO trust. Each CPO represents two Series A shares and one Series B share. A portion of the CPOs is represented by ADSs. As set forth in the Deposit Agreement, holders of ADSs do not have the right to instruct

the depositary as to the exercise of voting rights in respect of Series A shares underlying CPOs held in the CPO trust. Under the terms of the CPO trust agreement, Series A shares underlying CPOs held by non-Mexican nationals, including all Series A shares underlying CPOs represented by ADSs, will be voted by the trustee according to the majority of all Series A shares held by Mexican nationals and Series B shares voted at the meeting. However, holders of ADSs will have the right to instruct the depositary to exercise the voting rights of the Series B shares underlying the CPOs represented by ADSs. Voting instructions may be given only with respect to ADSs representing an integral number of Series B shares. If the depositary shall not have received voting instructions from a holder of ADSs on or prior to the ADS voting instructions deadline, such holder shall be deemed, and the depositary and CEMEX, S.A.B. de C.V. shall deem such holder, subject to the terms of the Deposit Agreement, to have instructed the depositary to give a discretionary proxy to a person designated by CEMEX, S.A.B. de C.V. (or, if requested by CEMEX, S.A.B. de C.V., a person designated by the technical committee appointed pursuant to the CPO trust agreement) to vote the Series B shares underlying the CPOs represented by such holder's ADSs in his or her discretion. The Series B shares underlying the CPOs represented by ADSs for which no actual or deemed voting instructions have been received will be voted by the trustee for the CPO trust in cooperation with, and under the direction of, a technical committee appointed pursuant to the terms of the CPO trust agreement.

Other than BlackRock and the CPO trust, we are not aware of any person that is the beneficial owner of five percent or more of any class of CEMEX, S.A.B. de C.V.'s voting securities.

As of December 31, 2020, through CEMEX, S.A.B. de C.V.'s subsidiaries, we owned approximately 20.5 million CPOs, representing approximately 0.1391% of CEMEX, S.A.B. de C.V.'s outstanding voting stock. These CPOs are voted at the direction of our management. CEMEX, S.A.B. de C.V.'s voting rights, through our subsidiaries that own those CPOs, over those CPOs are the same as those of any other CPO holder. As of the same date, we did not hold any CPOs in derivative instruments hedging expected cash flows of stock options exercises.

CEMEX, S.A.B. de C.V.'s by-laws provide that its board of directors must authorize in advance any transfer of voting shares of its capital stock that would result in any persons, or groups acting in concert, becoming a holder of 2% or more of CEMEX, S.A.B. de C.V.'s voting shares. In the event this requirement is not met, the persons acquiring such shares will not be entitled to any corporate rights with respect to such shares, such shares will not be taken into account for purposes of determining a quorum for shareholders' meetings, CEMEX, S.A.B. de C.V. will not record such persons as holders of such shares in its share registry and the registry undertaken by Indeval (as defined below) shall not have any effect.

Mexican securities regulations provide that our majority-owned subsidiaries may neither directly nor indirectly invest in CEMEX, S.A.B. de C.V.'s CPOs nor other securities representing CEMEX, S.A.B. de C.V.'s capital stock. The Mexican securities authority could require any disposition of the CPOs or of other securities representing our capital stock so owned and/or impose fines on us if it were to determine that the ownership of CEMEX, S.A.B. de C.V.'s CPOs or of other securities representing CEMEX, S.A.B. de C.V.'s capital stock by CEMEX, S.A.B. de C.V.'s subsidiaries, in most cases, negatively affects the interests of CEMEX, S.A.B. de C.V.'s shareholders. Notwithstanding the foregoing, the exercise of all rights pertaining to CEMEX, S.A.B. de C.V.'s CPOs or to other securities representing our capital stock in accordance with the instructions of CEMEX, S.A.B. de C.V.'s subsidiaries does not violate any provisions of CEMEX, S.A.B. de C.V.'s by-laws or the by-laws of its subsidiaries. The holders of these CPOs or of other securities representing CEMEX, S.A.B. de C.V.'s capital stock are entitled to exercise the same rights relating to their CPOs or their other securities representing CEMEX, S.A.B. de C.V.'s capital stock, including all voting rights, as any other holder of the same series.

As of December 31, 2020, we had 483 ADS holders of record, holding 718,568,541 ADRs, representing 7,185,685,410 CPOs, or approximately 48.7860% of CEMEX, S.A.B. de C.V.'s outstanding capital stock as of such date.

Related Party Transactions

From January 1, 2020 through the date of this annual report, there were no transactions or proposed transactions that were material to either CEMEX, S.A.B. de C.V. or any related party, nor were there any transactions with any related party that were unusual in their nature or conditions. During the same period, we did not have any outstanding loans to any of CEMEX, S.A.B. de C.V.'s directors or members of senior management.

Item 8—Financial Information

Consolidated Financial Statements and Other Financial Information

See "Part III—Item 18—Financial Statements."

Legal Proceedings

See "Item 4—Information on the Company—Regulatory Matters and Legal Proceedings."

Dividends

A declaration of any dividend can be made by CEMEX, S.A.B. de C.V.'s shareholders at any general ordinary shareholders' meeting. Any dividend declaration is usually based upon the recommendation of CEMEX, S.A.B. de C.V.'s board of directors. However, CEMEX, S.A.B. de C.V.'s shareholders are not obligated to approve the board's recommendation. CEMEX, S.A.B. de C.V. may only pay dividends from retained earnings included in financial statements that have been approved by CEMEX, S.A.B. de C.V.'s shareholders and after all losses have been paid for, at least 5% of annual earnings have been set aside in a legal reserve until such reserve equals 20% of its paid-in capital and CEMEX, S.A.B. de C.V.'s shareholders have approved the relevant dividend payment. See "Item 10—Additional Information—Taxation—Mexican Tax Considerations—General." Since CEMEX, S.A.B. de C.V. conducts its operations mainly through its subsidiaries, its most significant assets are its investments in those subsidiaries. Consequently, CEMEX, S.A.B. de C.V.'s ability to pay dividends to its shareholders is largely dependent upon its ability to receive funds from its subsidiaries in the form of dividends, management fees or otherwise. The 2017 Facilities Agreement and the indentures governing our outstanding Senior Secured Notes effectively limit CEMEX, S.A.B. de C.V.'s ability to declare and pay cash dividends or make other cash distributions to its shareholders. See "Item 3—Key Information—Risk Factors—Risks Relating to Our Business—CEMEX, S.A.B. de C.V.'s ability to repay debt and pay dividends depends on our subsidiaries' ability to transfer income and dividends to us."

The recommendation of CEMEX, S.A.B. de C.V.'s board of directors as to whether to pay and the amount of any annual dividends has been, and will continue to be, in absence of contractual restrictions to pay or declare dividends, based upon, among other things, earnings, cash flow, capital requirements, contractual restrictions, and our financial condition and other relevant factors.

Owners of ADSs on the applicable record date will be entitled to receive any dividends payable in respect of the Series A shares and the Series B shares underlying the CPOs represented by those ADSs. However, as permitted by the Deposit Agreement, CEMEX, S.A.B. de C.V. may instruct the ADS depositary not to extend the option to elect to receive cash in lieu of the stock dividend to the holders of ADSs. The ADS depositary will fix a record date for the holders of ADSs with respect to each dividend distribution. Unless otherwise stated, the ADS depositary has agreed to convert cash dividends received by it with respect to the Series A shares and the Series B shares underlying the CPOs represented by ADSs from Mexican Pesos into Dollars and, after deduction or after payment of expenses of the ADS depositary, to pay those dividends to holders of ADSs in Dollars. CEMEX, S.A.B. de C.V. cannot assure holders of its ADSs that the ADS depositary will be able to convert dividends received in Mexican Pesos into Dollars.

For fiscal year 2018 CEMEX, S.A.B. de C.V. declared a cash dividend of $150 million, to be paid in Mexican Pesos, payable in two installments. The first installment was paid on or around June 17, 2019 and the second installment was paid on or around December 17, 2019. CEMEX, S.A.B. de C.V. did not declare a dividend for fiscal years 2019 or 2020.

Significant Changes

Except as described herein, no significant change has occurred since the date of our 2019 consolidated financial statements included elsewhere in this annual report.

Item 9—Offer and Listing

Listing Details

CEMEX, S.A.B. de C.V.'s CPOs are listed on the MSE and trade under the symbol "CEMEX.CPO." CEMEX, S.A.B. de C.V.'s ADSs, each of which currently represents ten CPOs, are listed on the NYSE and trade under the symbol "CX."

Item 10—Additional Information

Articles of Association and By-laws

General

Pursuant to the requirements of Mexican corporation law, CEMEX, S.A.B. de C.V.'s articles of association and by-laws (*estatutos sociales*) have been registered with the Mercantile Section of the Public Registry of Property and Commerce in Monterrey, Nuevo León, Mexico, under entry number 21, since June 11, 1920.

CEMEX, S.A.B. de C.V. is an operating and a holding company engaged directly or indirectly, through its operating subsidiaries, primarily in the production, distribution, marketing and sale of cement, ready-mix concrete, aggregates, clinker and other construction materials and solutions throughout the world. CEMEX, S.A.B. de C.V.'s corporate purpose can be found in Article 2 of CEMEX, S.A.B. de C.V.'s by-laws.

CEMEX, S.A.B. de C.V. has two series of common stock, the Series A common stock, with no par value ("Series A shares"), which can only be owned by Mexican nationals, and the Series B common stock, with no par value ("Series B shares"), which can be owned by both Mexican and non-Mexican nationals. CEMEX, S.A.B. de C.V.'s by-laws state that the Series A shares may not be held by non-Mexican individuals, corporations, groups, units, trusts, associations or governments that are foreign or have participation by foreign governments or their agencies. CEMEX, S.A.B. de C.V.'s by-laws also state that the Series A shares shall at all times account for a minimum of 64% of CEMEX, S.A.B. de C.V.'s total outstanding voting stock and that the Series B shares shall at all times account for a minimum of 36% of CEMEX, S.A.B. de C.V.'s total outstanding voting stock. Other than as described herein, holders of the Series A shares and the Series B shares have the same rights and obligations.

In 1994, CEMEX, S.A.B. de C.V. changed from a fixed capital corporation to a variable capital corporation in accordance with Mexican corporation law. As a result, CEMEX, S.A.B. de C.V. established a fixed capital account and a variable capital account and issued one share of variable capital stock of the same series for each eight shares of fixed capital stock held by any shareholder. Each of our fixed and variable capital accounts is comprised of Series A shares and Series B shares. Under the Mexican Securities Market Law and CEMEX, S.A.B. de C.V.'s by-laws, holders of shares representing variable capital are not entitled to withdraw those shares.

Shareholder authorization is required to increase or decrease either the fixed capital account or the variable capital account. Shareholder authorization to increase or decrease the fixed capital account must be obtained at

an extraordinary meeting of shareholders. Shareholder authorization to increase or decrease the variable capital account must be obtained at an ordinary general meeting of shareholders.

On April 29, 1999, CEMEX, S.A.B. de C.V.'s shareholders approved a stock split, and for every one of CEMEX, S.A.B. de C.V.'s shares of any series CEMEX, S.A.B. de C.V. issued two Series A shares and one Series B share. Concurrently with this stock split, CEMEX, S.A.B. de C.V. also consummated an exchange offer to exchange new CPOs and new ADSs representing the new CPOs for CEMEX, S.A.B. de C.V.'s then-existing Series A shares, Series B shares and ADSs, and converted CEMEX, S.A.B. de C.V.'s then existing CPOs into the new CPOs. On June 1, 2001, the then-effective Mexican Securities Market Law was amended, among other things, to increase the protection granted to minority shareholders of Mexican listed companies and to commence bringing corporate governance procedures of Mexican listed companies in line with international standards.

On February 6, 2002, the Mexican securities authority (*Comisión Nacional Bancaria y de Valores*) issued an official communication authorizing the amendment of CEMEX, S.A.B. de C.V.'s by-laws to incorporate additional provisions to comply with the then new provisions of the then-effective Mexican Securities Market Law. Following approval from CEMEX, S.A.B. de C.V.'s shareholders at the 2002 annual shareholders' meeting, CEMEX, S.A.B. de C.V. amended and restated its by-laws to incorporate these additional provisions, which consisted of, among other things, protective measures to prevent share acquisitions, hostile takeovers, and direct or indirect changes of control.

On March 19, 2003, the Mexican securities authority issued new regulations designed to (i) further implement minority rights granted to shareholders by the then-effective Mexican Securities Market Law and (ii) simplify and consolidate in a single document provisions relating to securities offerings and periodic reports by Mexican-listed companies.

On April 24, 2003, CEMEX, S.A.B. de C.V.'s shareholders approved changes to its by-laws, incorporating additional provisions and removing some restrictions. The changes that are still in force are as follows:

- The limitation on CEMEX, S.A.B. de C.V.'s variable capital was removed. Formerly, CEMEX, S.A.B. de C.V.'s variable capital was limited to ten times CEMEX, S.A.B. de C.V.'s minimum fixed capital.
- Increases and decreases in CEMEX, S.A.B. de C.V.'s variable capital now require the notarization of the minutes of the ordinary general shareholders' meeting that authorize such increase or decrease, as well as the filing of these minutes with the Mexican National Securities Registry (*Registro Nacional de Valores*), except when such increase or decrease results from (i) shareholders exercising their redemption rights or (ii) stock repurchases.
- The cancelation of registration of our shares in the Securities Section of the Mexican National Securities Registry now involves an amended procedure, which is described below under "—Repurchase Obligation." In addition, any amendments to the article containing these provisions no longer require the consent of the Mexican securities authority and 95% approval by shareholders entitled to vote.

On December 30, 2005, the Mexican Securities Market Law was published to continue bringing corporate governance requirements of Mexican listed companies in line with international standards. This new law included provisions increasing disclosure information requirements, improving minority shareholder rights and strengthening corporate governance standards, including the introduction of new requirements and fiduciary duties (duties of care and loyalty) applicable to each director, officer, external auditor and major shareholder of publicly traded companies. The law also provided that each member of the audit committee must be an independent director and required the creation of corporate governance committees integrated by independent directors as well. In addition, the law clarified directors' duties, specified safe harbors for directors' actions, clarified what is deemed as a conflict of interest and clarified what are the confidentiality obligations for directors.

Under the then new Mexican Securities Market Law, CEMEX, S.A.B. de C.V. was required to adopt specific amendments to its by-laws within 180 days of the effective date of the new law. Following approval from CEMEX, S.A.B. de C.V.'s shareholders at its extraordinary shareholders' meeting held on April 27, 2006, CEMEX, S.A.B. de C.V. amended and restated its by-laws to incorporate these amendments. The amendments to CEMEX, S.A.B. de C.V.'s by-laws became effective on July 3, 2006. The most significant of these amendments were as follows:

- The change of its corporate name from CEMEX, S.A. de C.V. to CEMEX, S.A.B. de C.V., which means that it is now called a publicly traded company (*sociedad anónima bursátil or S.A.B.*).
- The creation of a corporate practices committee, which was a new committee of CEMEX, S.A.B. de C.V.'s board of directors and which is comprised exclusively of independent directors.
- The elimination of the position of statutory examiner (*comisario*) and the assumption of its responsibilities by the board of directors through the audit committee and the then new corporate practices committee, as well as through the external auditor who audits CEMEX, S.A.B. de C.V.'s financial statements, each within its professional role.
- The express attribution of certain duties (such as the duty of loyalty and the duty of care) and liabilities on members of the board of directors as well as on certain senior executive officers.
- The implementation of a mechanism for claims of a breach of a director's or officer's duties, to be brought by us or by holders of 5% or more of CEMEX, S.A.B. de C.V.'s shares.
- The chief executive officer is now the person in charge of managing the company. Previously, this was the duty of the board of directors. The board of directors now supervises the chief executive officer.
- Shareholders are given the right to enter into certain agreements with other shareholders.

On March 20, 2014, CEMEX, S.A.B. de C.V. held an extraordinary shareholders' meeting, at which its shareholders approved, among other items, the board of directors' proposal to expand the corporate purpose of CEMEX, S.A.B. de C.V. so that, aside from being a holding company, CEMEX, S.A.B. de C.V. can undertake operating activities related to the production and commercialization of cement, ready-mix concrete and aggregates.

On March 26, 2015, CEMEX, S.A.B. de C.V. held an extraordinary shareholders' meeting, at which its shareholders approved, among other items, changes to CEMEX, S.A.B. de C.V.'s by-laws, incorporating additional provisions and removing some restrictions. The changes, among other items, are the following: extend CEMEX, S.A.B. de C.V.'s corporate existence for an indefinite period of time; adopt the electronic system established by the Ministry of Economy (*Secretaría de Economía*) for the publication of notices and other legal matters; remove a redundancy in minority rights; adopt additional considerations that CEMEX, S.A.B. de C.V.'s board of directors shall consider in order to authorize purchases of 2% or more of shares; adopt provisions to improve corporate governance with respect to the presidency at shareholders' meetings and corporate bodies; separation of roles of chairman of the board and chief executive officer; include the possibility of electing an alternate secretary of the board of directors; authorization to formalize CEMEX, S.A.B. de C.V.'s restated by-laws; and authorization to exchange the share certificates that represent CEMEX, S.A.B. de C.V.'s then outstanding capital stock.

On March 28, 2019, CEMEX, S.A.B. de C.V. held an extraordinary shareholders' meeting, at which its shareholders approved, among other items, changes to Articles 2 and 28 of CEMEX, S.A.B. de C.V.'s by-laws, incorporating additional provisions and removing some restrictions. The changes, among other items, are the following: broadening CEMEX, S.A.B. de C.V.'s corporate purpose, which would permit CEMEX to transport goods; amending the provision regarding seaport related services for its marine terminals; the manufacture and commercialization of cement bags, etc.; and clarifying that CEMEX, S.A.B. de C.V.'s Relevant Executives (as defined under the laws of Mexico) are entitled to indemnification and liability protection only for liability arising from the lack of diligence when acting in good faith and pursuant to our best interests.

On March 25, 2021, CEMEX, S.A.B. de C.V. held an extraordinary shareholders' meeting, at which its shareholders approved changes to Article 2 of CEMEX, S.A.B. de C.V.'s by-laws to further broaden CEMEX, S.A.B. de C.V.'s corporate purpose. The changes, among other things, adjust our written corporate purposes in order to allow us to conduct certain activities, directly or indirectly through third parties, in line with our current needs and corporate vision. For more information, see "Item 5—Operating and Financial Review and Prospects—Recent Developments—Recent Developments Relating to CEMEX, S.A.B. de C.V.'s Shareholders' Meetings."

Changes in Capital Stock and Preemptive Rights

Subject to certain exceptions discussed below, CEMEX, S.A.B. de C.V.'s by-laws allow for a decrease or increase in its capital stock if it is approved by its shareholders at a shareholders' meeting. Additional shares of CEMEX, S.A.B. de C.V.'s capital stock, having no voting rights or limited voting rights, are authorized by its by-laws and may be issued upon the approval of its shareholders at a shareholders' meeting, with the prior approval of the Mexican securities authority. CEMEX, S.A.B. de C.V.'s by-laws provide that, subject to certain exceptions, shareholders have preemptive rights with respect to the class and in proportion to the number of shares of our capital stock they hold, in connection with any capital increase in the number of outstanding Series A shares, Series B shares or any other existing series of shares, as the case may be. Subject to certain requirements: (i) under article 53 of the Mexican Securities Market Law, this preemptive right to subscribe is not applicable to increases of CEMEX, S.A.B. de C.V.'s capital through public offers and (ii) under article 210 of the General Law of Negotiable Instruments and Credit Operations (*Ley General de Títulos y Operaciones de Crédito*), this preemptive right to subscribe is not applicable when issuing shares under convertible notes. Preemptive rights give shareholders the right, upon any issuance of shares by us, to purchase a sufficient number of shares to maintain their existing ownership percentages. Preemptive rights must be exercised within the period and under the conditions established for that purpose by the shareholders, and CEMEX, S.A.B. de C.V.'s by-laws and applicable law provide that this period must be 15 days following the publication of the notice of the capital increase through the electronic system established by the Ministry of Economy (*Secretaría de Economía*) or, in its absence, in the Official Gazette of the State of Nuevo León (*Periódico Oficial del Estado de Nuevo León*) or in any major newspaper published and distributed in the city of Monterrey, Nuevo León, México.

Holders of ADSs that are U.S. persons or are located in the United States may be restricted in their ability to participate in the exercise of such preemptive rights. See "Item 3—Key Information—Risk Factors—Risks Relating to Our Business—Preemptive rights may be unavailable to ADS holders."

Pursuant to CEMEX, S.A.B. de C.V.'s by-laws, significant acquisitions of shares of CEMEX, S.A.B. de C.V.'s capital stock and changes of control of CEMEX, S.A.B. de C.V. require prior approval from CEMEX, S.A.B. de C.V.'s board of directors. CEMEX, S.A.B. de C.V.'s board of directors must authorize in advance any transfer of, or creation of any encumbrance or lien on, voting shares of CEMEX, S.A.B. de C.V.'s capital stock that would result in any person or group becoming a holder of 2% or more of CEMEX, S.A.B. de C.V.´s shares. CEMEX, S.A.B. de C.V.'s board of directors shall consider the following when determining whether to authorize such transfer of voting shares: a) the type of investors involved; b) if stock prices may be affected or if the number of CEMEX, S.A.B. de C.V.'s shares outstanding would be reduced in such way that marketability may be affected; c) whether the acquisition would result in the potential acquirer exercising a significant influence or being able to obtain control; d) whether all applicable rules and CEMEX, S.A.B. de C.V.'s by-laws have been observed by the potential acquirer; e) whether the potential acquirers are our competitors or are persons or legal entities participating in companies, entities or persons that are or competitors and whether there is a risk of affecting market competition, or the potential acquirers could have access to confidential and privileged information; f) the morality and economic solvency of the potential acquirers; g) the protection of minority rights and the rights of our employees; and h) whether an adequate base of investors would be maintained. If CEMEX, S.A.B. de C.V.'s board of directors denies the authorization, or the transfer had been authorized on the basis of false or incorrect information or information had been withheld or the requirements established in CEMEX, S.A.B. de C.V.'s by-laws are not complied with, the persons involved in the transfer shall not be entitled to

exercise the voting rights corresponding to the transferred shares, such shares shall not be taken into account for the determination of the quorums of attendance and voting at shareholders' meetings and the transfers shall not be recorded or have any effect in our share registry and the registry undertaken by S.D. Indeval, Institución para el Depósito de Valores, S.A. de C.V. ("Indeval"), the Mexican securities depositary.

Any acquisition of shares of CEMEX, S.A.B. de C.V.'s capital stock representing 30% or more of its capital stock by a person or group of persons requires prior approval from CEMEX, S.A.B. de C.V.'s board of directors and, in the event approval is granted, the acquirer has an obligation to make a public offer to purchase all of the outstanding shares of CEMEX, S.A.B. de C.V.'s capital stock.

In the event the requirements for significant acquisitions of shares of CEMEX, S.A.B. de C.V.'s capital stock are not met, the persons acquiring such shares will not be entitled to any corporate rights with respect to such shares, such shares will not be taken into account for purposes of determining a quorum for shareholders' meetings, CEMEX, S.A.B. de C.V. will not record such persons as holders of such shares in its share registry and the registry undertaken by Indeval shall not have any effect. CEMEX, S.A.B. de C.V.'s by-laws require the stock certificates representing shares of its capital stock to make reference to the provisions in its by-laws relating to the prior approval of the CEMEX, S.A.B. de C.V. board of directors for significant share transfers and the requirements for recording share transfers in its share registry. In addition, shareholders are responsible for informing CEMEX, S.A.B. de C.V. within five business days whenever their shareholdings exceed 5%, 10%, 15%, 20%, 25% and 30% of CEMEX, S.A.B. de C.V.'s capital stock. If a person acquires beneficial ownership (within the meaning of Rule 13d-3 promulgated by the SEC under the Exchange Act) of 20% or more in voting power of the outstanding voting stock of CEMEX, S.A.B. de C.V., a change of control will be deemed to have occurred under the 2017 Facilities Agreement and other debt agreements of CEMEX.

CEMEX, S.A.B. de C.V. is required to maintain a share registry to record the names, nationalities and domiciles of all significant shareholders, and any shareholder that meets or exceeds these thresholds must be recorded in this registry if such shareholder is to be recognized or represented at any shareholders' meeting. If a shareholder fails to inform CEMEX, S.A.B. de C.V. of its shareholdings reaching a threshold as described above, we will not record the transactions that cause such threshold to be met or exceeded in CEMEX, S.A.B. de C.V.'s share registry, and such transaction will have no legal effect and will not be binding on us.

CEMEX, S.A.B. de C.V.'s by-laws also require that its shareholders comply with legal provisions regarding acquisitions of securities and certain shareholders' agreements that require disclosure to the public.

Repurchase Obligation

In accordance with Mexican securities regulations, CEMEX, S.A.B. de C.V. is obligated to make a public offer for the purchase of stock to its shareholders if CEMEX, S.A.B. de C.V.'s registration with the Mexican securities registry is canceled, either by resolution of its shareholders or by an order of the Mexican securities authority. The minimum price at which we must purchase the stock is the higher of:

- the weighted average price per share based on the weighted average trading price of CEMEX, S.A.B. de C.V.'s CPOs on the MSE during the latest period of 30 trading days preceding the date of the offer, for a period not to exceed six months; or
- the book value per share, as reflected in the last quarterly report filed with the Mexican securities authority and the MSE before the date of the offer.

CEMEX, S.A.B. de C.V.'s board of directors shall prepare and disclose to the public through the MSE, within ten business days after the day the public offer begins, and after consulting the corporate practices and finance committee, its opinion regarding the price of the offer and any conflicts of interests that each of its members may have regarding such offer. This opinion may be accompanied by an additional opinion issued by an independent expert that we may hire.

Following the cancelation of CEMEX, S.A.B. de C.V.'s registration with the Mexican securities registry, it must place in a trust set up for that purpose for a six-month period an amount equal to that required to purchase the remaining shares held by investors who did not participate in the offer.

Shareholders' Meetings and Voting Rights

Shareholders' meetings may be called by:

- CEMEX, S.A.B. de C.V.'s board of directors or the corporate practices and finance committee and audit committee;
- shareholders representing at least 10% of outstanding and fully paid shares, by making a request to the chairman of CEMEX, S.A.B. de C.V.'s board of directors or CEMEX, S.A.B. de C.V.'s corporate practices and finance committee and audit committee;
- any shareholder (i) if no meeting has been held for two consecutive years or when the matters referred to in Article 181 of the Mexican corporations law have not been dealt with or (ii) when, for any reason, the required quorum for valid sessions of the corporate practices and finance committee and audit committee was not reached and the board of directors failed to make the appropriate provisional appointments; or
- a Mexican court of competent jurisdiction, in the event CEMEX, S.A.B. de C.V.'s board of directors or the corporate practices and finance committee and audit committee do not comply with the valid shareholders' request described above.

Notice of shareholders' meetings must be published through the electronic system established by the Ministry of Economy (*Secretaría de Economía*) or, in its absence, in the Official Gazette of the State of Nuevo León (*Periódico Oficial del Estado de Nuevo León*), Mexico or in any major newspaper published and distributed in the city of Monterrey, Nuevo León, Mexico. The notice must be published at least 15 days prior to the date of any shareholders' meeting. Consistent with Mexican law, CEMEX, S.A.B. de C.V.'s by-laws further require that all information and documents relating to the shareholders' meeting be available to shareholders from the date the notice of the meeting is published.

General shareholders' meetings can be ordinary or extraordinary. At every general shareholders' meeting, each qualified holder of Series A shares and Series B shares is entitled to one vote per share. Shareholders may vote by proxy duly appointed in writing. Under the CPO trust agreement, holders of CPOs who are not Mexican nationals cannot exercise voting rights corresponding to the Series A shares represented by their CPOs, in which case, the CPO trustee will vote the underlying Series A shares in the same manner as the holders of the majority of the voting shares.

An annual general ordinary shareholders' meeting must be held during the first four months after the end of each of CEMEX, S.A.B. de C.V.'s fiscal year to consider the approval of a report of its board of directors regarding CEMEX, S.A.B. de C.V.'s performance and its financial statements for the preceding fiscal year and to determine the allocation of profits from the preceding year. In addition, CEMEX, S.A.B. de C.V.'s annual general ordinary shareholders' meeting must:

- review the annual reports of CEMEX, S.A.B. de C.V.' corporate practices and finance committee and audit committee, its chief executive officer and its board of directors;
- elect, remove, or substitute the members of CEMEX, S.A.B. de C.V.'s board of directors;
- determine the level of independence of the members of CEMEX, S.A.B. de C.V.'s board of directors;
- elect or remove the chairman of CEMEX, S.A.B. de C.V.'s corporate practices and finance and the audit committees;

- approve any transaction that represents 20% or more of CEMEX, S.A.B. de C.V.'s consolidated assets; and
- resolve any issues not reserved for extraordinary shareholders' meetings.

A general extraordinary shareholders' meeting may be called at any time to deal with any of the matters specified by Article 182 of the Mexican corporations law, which include, among other things:

- extending CEMEX, S.A.B. de C.V.'s corporate existence;
- CEMEX, S.A.B. de C.V.'s voluntary dissolution;
- increasing or reducing CEMEX, S.A.B. de C.V.'s fixed capital stock;
- changing CEMEX, S.A.B. de C.V.'s corporate purpose;
- changing CEMEX, S.A.B. de C.V.'s country of incorporation;
- changing CEMEX, S.A.B. de C.V.'s form of organization;
- a proposed merger;
- issuing preferred shares;
- redeeming CEMEX, S.A.B. de C.V.'s own shares;
- any amendment to CEMEX, S.A.B. de C.V.'s by-laws; and
- any other matter for which a special quorum is required by law or by CEMEX, S.A.B. de C.V.'s by-laws.

In order to vote at a meeting of shareholders, shareholders must (i) appear on the list that Indeval and Indeval participants holding shares on behalf of the shareholders prepare prior to the meeting, or (ii) prior to the meeting, deposit the certificates representing their shares at CEMEX, S.A.B. de C.V.'s offices or in a Mexican credit institution or brokerage house that operates in accordance with applicable laws in Mexico. The certificate of deposit with respect to the share certificates must be presented to CEMEX, S.A.B. de C.V.'s company secretary at least 48 hours before a meeting of shareholders. CEMEX, S.A.B. de C.V.'s company secretary verifies that the person in whose favor any certificate of deposit was issued is named in CEMEX, S.A.B. de C.V.'s share registry and issues an admission pass authorizing that person's attendance at the meeting of shareholders.

CEMEX, S.A.B. de C.V.'s by-laws provide that a shareholder may only be represented by proxy in a shareholders' meeting with a duly completed form provided by CEMEX, S.A.B. de C.V. authorizing the proxy's presence. In addition, CEMEX, S.A.B. de C.V.'s by-laws require that the secretary acting at the shareholders' meeting publicly affirm the compliance by all proxies with this requirement. A shareholders' resolution is required to take action on any matter presented at a shareholders' meeting.

At an ordinary shareholders' meeting, the affirmative vote of the holders of a majority of the shares present at the meeting is required to adopt a shareholders' resolution. At an extraordinary meeting of shareholders, the affirmative vote of at least 50% of the capital stock is required to adopt a shareholders' resolution, except that when amending Article 7 (with respect to measures limiting shareholding ownership), Article 10 (relating to the register of shares and significant participations) or Article 22 (specifying the impediments to being appointed a member of CEMEX, S.A.B. de C.V.'s board of directors) of CEMEX, S.A.B. de C.V.'s by-laws, the affirmative vote of at least 75% of the voting stock is required.

The attendance quorum for a general ordinary shareholders' meeting upon the first call is 50% of CEMEX, S.A.B. de C.V.'s outstanding and fully paid shares and, for the second call, is any number of CEMEX, S.A.B. de C.V.'s outstanding and fully paid shares. If the quorum is not met upon the first call, a subsequent meeting may

be called and the quorum for the second ordinary shareholders' meeting is any number of CEMEX, S.A.B. de C.V.'s outstanding and fully paid shares represented at the meeting. The attendance quorum for the extraordinary shareholders' meeting upon the first call is 75% of CEMEX, S.A.B. de C.V.'s outstanding and fully paid shares and, upon the second and subsequent calls, is 50% of CEMEX, S.A.B. de C.V.'s outstanding and fully paid shares.

Rights of Minority Shareholders

At CEMEX, S.A.B. de C.V.'s annual general ordinary shareholders' meeting, any shareholder or group of shareholders representing 10% or more of its voting stock has the right to appoint or remove one member of CEMEX, S.A.B. de C.V.'s board of directors, in addition to the directors appointed by the majority. Such appointment may only be revoked by other shareholders when the appointment of all other directors is also revoked. CEMEX, S.A.B. de C.V.'s by-laws provide that holders of at least 10% of its outstanding capital stock are entitled to demand the postponement of the voting on any resolution of which they deem they have not been sufficiently informed.

Under Mexican law, holders of at least 20% of CEMEX, S.A.B. de C.V.'s outstanding capital stock entitled to vote on a particular matter may oppose any resolution reached at a shareholders' meeting by filing a petition with a court of law for a court order to suspend the resolution temporarily within 15 days after the adjournment of the meeting at which that action was taken and showing that the challenged action violates Mexican law or CEMEX, S.A.B. de C.V.'s by-laws, provided the opposing shareholders deliver a bond to the court to secure payment of any damages that we suffer as a result of suspending the resolution in the event that the court ultimately rules against the opposing shareholders. Relief under these provisions is only available to holders who were entitled to vote on, or whose rights as shareholders were adversely affected by, the challenged shareholder action and whose shares were not represented when the action was taken or, if represented, voted against it.

Under Mexican law, an action for civil liabilities against directors may be initiated by a shareholders' resolution for violation of their duty of loyalty to shareholders. In the event shareholders decide to bring an action of this type, the persons against whom that action is brought will immediately cease to be directors. Additionally, shareholders representing not less than 33% of the outstanding shares may directly exercise that action against the directors; *provided* that:

- those shareholders shall not have voted against exercising such action at the relevant shareholders' meeting; and
- the claim covers all of the damage alleged to have been caused to us and not merely the damage suffered by the plaintiffs.

Under CEMEX, S.A.B. de C.V.'s by-laws, shareholders representing 5% or more of its outstanding capital stock may initiate actions exclusively on behalf of CEMEX, S.A.B. de C.V. against members of its board of directors, its corporate practices and finance committee and audit committee, its chief executive officer, or any relevant executives, for breach of their duty of care or duty of loyalty to shareholders or for committing illicit acts or activities. The only requirement is that the claim covers all of the damage alleged to have been caused to us or any entities on which we have a significant influence and not merely the damage suffered by the plaintiffs. Actions initiated on these grounds have a five-year statute of limitations from the day of the act or action that caused the damage.

Any recovery of damages with respect to these actions will be for CEMEX, S.A.B. de C.V.'s benefit and not that of the shareholders bringing the action.

Registration and Transfer

CEMEX, S.A.B. de C.V.'s common stock is evidenced by share certificates in registered form with registered dividend coupons attached. Shareholders who have not deposited their shares into the CPO trust may

hold their shares in the form of physical certificates or through institutions that have accounts with Indeval. Accounts may be maintained at Indeval by brokers, banks and other entities approved by the Mexican securities authority. CEMEX, S.A.B. de C.V. maintains a stock registry, and, in accordance with Mexican law, only those holders listed in CEMEX, S.A.B. de C.V.'s stock registry and those holding certificates issued by Indeval and by Indeval participants indicating ownership are recognized as CEMEX, S.A.B. de C.V. shareholders.

Pursuant to Mexican law, any transfer of shares must be registered in CEMEX, S.A.B. de C.V.'s stock registry, if effected physically, or through book entries that may be tracked back from CEMEX, S.A.B. de C.V.'s stock registry to the records of Indeval.

Redemption

CEMEX, S.A.B. de C.V.'s capital stock is subject to redemption upon approval of our shareholders at an extraordinary shareholders' meeting.

Share Repurchases

If approved by CEMEX, S.A.B. de C.V.'s shareholders at a general shareholders' meeting, we may purchase CEMEX, S.A.B. de C.V.'s outstanding shares. The economic and voting rights corresponding to repurchased shares cannot be exercised during the period the shares are owned by us and the shares will be deemed outstanding for purposes of calculating any quorum or vote at any shareholders' meeting. We may also repurchase our equity securities on the MSE at the then prevailing market prices in accordance with Mexican securities law. If we intend to repurchase shares representing more than 1% of CEMEX, S.A.B. de C.V.'s outstanding shares at a single trading session, we must inform the public of such intention at least ten minutes before submitting our bid. If we intend to repurchase shares representing 3% or more of CEMEX, S.A.B. de C.V.'s outstanding shares during a period of 20 trading days, we are required to conduct a public tender offer for such shares. We must conduct share repurchases as per the framework authorized by CEMEX, S.A.B. de C.V.'s board of directors and through the person or persons approved by CEMEX, S.A.B. de C.V.'s board of directors, through a single broker dealer during the relevant trading session and without submitting bids during the first and the last 30 minutes of each trading session. We must inform the MSE of the results of any share repurchase no later than the business day following any such share repurchase.

Directors' and Shareholders' Conflict of Interest

Under Mexican law, any shareholder who has a conflict of interest with CEMEX, S.A.B. de C.V. with respect to any transaction is obligated to disclose such conflict and is prohibited from voting on that transaction. A shareholder who violates this prohibition may be liable for damages if the relevant transaction would not have been approved without that shareholder's vote.

Under Mexican law, any director who has a conflict of interest with CEMEX, S.A.B. de C.V. in any transaction must disclose that fact to the other directors and is prohibited from participating and being present during the deliberations and voting on that transaction. A director who violates this prohibition will be liable for damages and lost profits. Additionally, CEMEX, S.A.B. de C.V.'s directors may not represent shareholders in our shareholders' meetings.

Withdrawal Rights

Whenever CEMEX, S.A.B. de C.V.'s shareholders approve a change of corporate purpose, change of nationality or transformation from one form of corporate organization to another, Mexican law provides that any shareholder entitled to vote on that change who has voted against it may withdraw from CEMEX, S.A.B. de C.V. and receive an amount equal to the book value (in accordance with the latest statement of financial position approved by the annual general ordinary shareholders' meeting) attributable to such shareholder's shares; *provided* that such shareholder exercises that right within 15 days following the meeting at which the change was approved.

Dividends

At each annual general ordinary shareholders' meeting, CEMEX, S.A.B. de C.V.'s board of directors submits, for approval by its shareholders, its financial statements together with a report on them prepared by its board of directors and the statutory auditors. CEMEX, S.A.B. de C.V.'s shareholders, once they have approved the financial statements, determine the allocation of our net income, after provision for income taxes, legal reserve and statutory employee profit sharing payments, for the preceding year. All shares of CEMEX, S.A.B. de C.V.'s capital stock outstanding at the time a dividend or other distribution is declared are entitled to share equally in that dividend or other distribution.

Liquidation Rights

In the event CEMEX, S.A.B. de C.V. is liquidated, the surplus assets remaining after payment of all its creditors will be divided among CEMEX, S.A.B. de C.V.'s shareholders in proportion to the respective shares held by them. The liquidator may, with the approval of CEMEX, S.A.B. de C.V.'s shareholders, distribute the surplus assets in kind among CEMEX, S.A.B. de C.V.'s shareholders, sell the surplus assets and divide the proceeds among CEMEX, S.A.B. de C.V.'s shareholders or put the surplus assets to any other uses agreed to by a majority of CEMEX, S.A.B. de C.V.'s shareholders voting at an extraordinary shareholders' meeting.

Differences Between Our Corporate Governance Practices and NYSE Standards for Domestic Companies

For a description of significant ways in which CEMEX, S.A.B. de C.V.'s corporate governance practices differ from those required of domestic companies under NYSE standards, see "Part II—Item 16G—Corporate Governance."

You may find additional information in the corporate governance section of our website www.cemex.com, or you may contact our investment relations team, by writing to or telephoning us as follows:

CEMEX, S.A.B. de C.V.
Avenida Ricardo Margáin Zozaya #325
Colonia Valle del Campestre
San Pedro Garza García, Nuevo León, 66265, México
Attn: Louisa P. Rodriguez – Investor Relations
Telephone: +1 (212) 317-6011
Email: ir@cemex.com

The information on our website is not, and is not intended to be, part of this annual report and is not incorporated into this annual report by reference.

Share Capital

CEMEX, S.A.B. de C.V. did not declare a dividend for fiscal year 2017. See "Item 8—Financial Information—Dividends" for a description of CEMEX, S.A.B. de C.V.'s policy on dividend distributions and dividend restrictions.

At CEMEX, S.A.B. de C.V.'s annual general ordinary shareholders' meeting, held on March 28, 2019, CEMEX, S.A.B. de C.V. declared a cash dividend in the amount of $150 million, paid in Mexican Pesos in two equal installments, in June 2019 and December 2019.

CEMEX, S.A.B. de C.V. did not declare a dividend for fiscal years 2019 or 2020. See "Item 8—Financial Information—Dividends" for a description of CEMEX, S.A.B. de C.V.'s policy on dividend distributions and

dividend restrictions. As of December 31, 2020, CEMEX, S.A.B. de C.V.'s common stock was represented as follows:

	2020	
Shares(1)	Series A(2)	Series B(2)
Subscribed and paid shares	29,457,941,452	14,728,970,726
Unissued shares authorized for stock compensation programs	881,442,830	440,721,415
Repurchased shares(3)	756,323,120	378,161,560
Shares that guarantee the issuance of convertible securities(4)	1,970,862,596	985,431,298
Shares authorized for the issuance of stock or convertible securities(5)	302,144,720	151,072,360
	33,368,714,718	**16,684,357,359**

(1) As of December 31, 2020, 13,068,000,000 shares correspond to the fixed portion, and 36,985,072,077 shares correspond to the variable portion.
(2) Series A or Mexican shares must represent at least 64% of CEMEX, S.A.B. de C.V.'s capital stock and Series B or free subscription shares must represent at most 36% of CEMEX, S.A.B. de C.V.'s capital stock.
(3) Shares repurchased under the share repurchase program authorized by our shareholders.
(4) Refers to those shares that guarantee the conversion of outstanding convertible securities and new securities issues.
(5) Shares authorized for issuance in a public offer or private placement and/or by issuance of new convertible securities.

Material Contracts

On December 18, 2006, CEMEX, through two special purpose vehicles, issued two tranches of fixed-to-floating rate callable Perpetual Debentures. C5 Capital (SPV) Limited issued $350 million original principal amount of Perpetual Debentures under the first tranche, with the issuer having the option to redeem such Perpetual Debentures on December 31, 2011 and on each interest payment date thereafter, of which $61 million principal amount were outstanding as of December 31, 2018 (excluding Perpetual Debentures held by us). C10 Capital (SPV) Limited issued $900 million original principal amount of Perpetual Debentures under the second tranche, with the issuer having the option to redeem such Perpetual Debentures on December 31, 2016 and on each interest payment date thereafter, of which $175 million principal amount were outstanding as of December 31, 2018 (excluding Perpetual Debentures held by us). Both tranches pay coupons denominated in Dollars at a fixed rate until the call date and at a floating rate thereafter. See "Item 3—Key Information—Risk Factors—Risks Relating to Our Business—Changes to, or replacement of, the LIBOR Benchmark Interest Rate, could adversely affect our business, financial condition, liquidity and results of operations." On February 12, 2007, CEMEX, through a special purpose vehicle, issued a third tranche of fixed-to-floating rate callable debentures. C8 Capital (SPV) Limited issued $750 million original principal amount of Perpetual Debentures under this third tranche, with the issuer having the option to redeem such Perpetual Debentures on December 31, 2014 and on each interest payment date thereafter, of which $135 million principal amount were outstanding as of December 31, 2018 (excluding Perpetual Debentures held by us). This third tranche also pays coupons denominated in Dollars at a fixed rate until the call date and at a floating rate thereafter. See "Item 3—Key Information—Risk Factors—Risks Relating to Our Business—Changes to, or replacement of, the LIBOR Benchmark Interest Rate, could adversely affect our business, financial condition, liquidity and results of operations." On May 9, 2007, CEMEX, through a special purpose vehicle, issued a fourth tranche of fixed-to-floating rate callable Perpetual Debentures. C10-EUR Capital (SPV) Limited issued €730 million original principal amount of Perpetual Debentures under this fourth tranche, with the issuer having the option to redeem such Perpetual Debentures on June 30, 2017, and on each interest payment date thereafter, of which €64 million principal amount were outstanding as of December 31, 2018 (excluding Perpetual Debentures held by us). This fourth tranche pays coupons denominated in Euros at a fixed rate until the call date and at a floating

rate thereafter. See “Item 3—Key Information—Risk Factors—Risks Relating to Our Business—Changes to, or replacement of, the LIBOR Benchmark Interest Rate, could adversely affect our business, financial condition, liquidity and results of operations.” Due to their perpetual nature and optional deferral of coupons, these transactions, in accordance with IFRS, qualify as equity.

For a description of the material terms relating to the November 2019 Mandatory Convertible Mexican Peso Notes and the 2020 Convertible Notes, see “Item 5—Operating and Financial Review and Prospects—Summary of Material Contractual Obligations and Commercial Commitments.”

In connection with the 2017 Facilities Agreement, we are also parties to the amendment and restatement agreement, dated July 19, 2017 related to the Intercreditor Agreement; the Swiss law share pledge, dated as of September 17, 2012; the security confirmation agreement to the Swiss law share pledge, dated as of July 19, 2017; the Swiss law share pledge, dated as of July 19, 2017; the Spanish law share pledge, dated as of November 8, 2012; the ratification and extension deed to the Spanish law share pledge, dated as of July 19, 2017; the subrogation and ratification agreement to the Spanish law share pledge, dated as of December 23, 2020; and the amendment and restatement agreement, dated July 19, 2017 to the Mexican law security trust agreement, dated as of September 17, 2012. As of the date of this annual report, New Sunward was merged with CEMEX España. As a result of the merger, the Dutch law share pledge, dated as of December 15, 2015 and the security confirmation agreement to Dutch law share pledges, dated as of July 19, 2017 were terminated by operation of law. For a description of the material terms of the 2017 Facilities Agreement and related agreements, see “Item 5—Operating and Financial Review and Prospects—Liquidity and Capital Resources—Our Indebtedness.”

For a description of the material terms relating to the Senior Secured Notes, see “Item 5—Operating and Financial Review and Prospects—Summary of Material Contractual Obligations and Commercial Commitments—Senior Secured Notes.”

Exchange Controls

Not applicable.

Taxation

Mexican Tax Considerations

General

The following is a summary of certain Mexican federal income tax considerations relating to the ownership and disposition of CEMEX, S.A.B. de C.V.’s CPOs or ADSs.

This summary is based on Mexican income tax law that is in effect on the date of this annual report, which is subject to change. This summary is limited to non-residents of Mexico, as defined below, who own CEMEX, S.A.B. de C.V.’s CPOs or ADSs. This summary does not address all aspects of Mexican income tax law. Holders are urged to consult their tax counsel as to the tax consequences that the purchase, ownership and disposition of CEMEX, S.A.B. de C.V.’s CPOs or ADSs may have.

For purposes of Mexican taxation, an individual is a resident of Mexico if he or she has established his or her home in Mexico. If the individual also has a home in another country, he or she will be considered a resident of Mexico if his or her center of vital interests is in Mexico. Under Mexican law, an individual’s center of vital interests is in Mexico if, among other things:

- more than 50% of the individual’s total income in the relevant year comes from Mexican sources; or
- the individual’s main center of professional activities is in Mexico.

A Mexican national that is employed by the Mexican government is deemed resident of Mexico, even if his or her center of vital interests is located outside of Mexico. Unless otherwise proven, Mexican nationals are deemed residents of Mexico for tax purposes.

A legal entity is a resident of Mexico if it is organized under the laws of Mexico or if it maintains the principal administration of its business or the effective location of its management in Mexico. A Mexican citizen is presumed to be a resident of Mexico for tax purposes unless such person or entity can demonstrate otherwise. If a legal entity or an individual is deemed to have a permanent establishment in Mexico for tax purposes, all income attributable to such permanent establishment will be subject to Mexican taxes, in accordance with relevant tax provisions.

Individuals or legal entities that cease to be residents of Mexico must notify the tax authorities within 15 business days before their change of residency.

A non-resident of Mexico is a legal entity or individual that does not satisfy the requirements to be considered a resident of Mexico for Mexican federal income tax purposes.

Taxation of Dividends

Dividends from earnings generated before January 1, 2014, either in cash or in any other form, paid to non-residents of Mexico with respect to Series A shares or Series B shares represented by the CPOs (or in the case of holders who hold CPOs represented by ADSs), will not be subject to withholding tax in Mexico.

As a result of the enactment of certain tax provisions in Mexico, as of January 1, 2014, dividends in cash from identified pre-tax retained earnings generated after January 1, 2014 will be subject to a 10% withholding tax. This tax is considered as a definitive payment.

Disposition of CPOs or ADSs

As a result of the enactment of certain tax provisions in Mexico, as of January 1, 2014, in the case of individuals, capital gains of shares issued by Mexican companies on the MSE will be subject to a 10% withholding tax, which will be withheld by the intermediary acting as a withholding agent. If the individual is a tax resident in a country with a tax treaty in force with Mexico, such individual will not be subject to any withholding tax.

Gains on the sale or disposition of CPOs by a holder who is a non-resident of Mexico will not be subject to any Mexican tax, if the sale is carried out through the MSE or other recognized securities market, as determined by Mexican tax authorities. Gains realized on sales or other dispositions of CPOs by non-residents of Mexico made in other circumstances would be subject to Mexican income tax. However, gains on the sale or disposition of ADSs by a holder who is a non-resident of Mexico will not be subject to Mexican tax.

Under the terms of the Convention Between the United States and Mexico for Avoidance of Double Taxation and Prevention of Fiscal Evasion with Respect to Income Taxes, and a protocol thereto (together, the “Tax Treaty”), gains obtained by a U.S. Shareholder (as defined below) eligible for benefits under the Tax Treaty on the disposition of CPOs will generally not be subject to Mexican tax; *provided* that such gains are not attributable to a permanent establishment of such U.S. Shareholder in Mexico and that the eligible U.S. Shareholder did not own, directly or indirectly, 25% or more of our outstanding stock during the 12-month period preceding the disposition. In the case of non-residents of Mexico eligible for the benefits of a tax treaty, gains derived from the disposition of ADSs or CPOs may also be exempt, in whole or in part, from Mexican taxation under a treaty to which Mexico is a party.

Deposits and withdrawals of ADSs will not give rise to any Mexican tax or transfer duties.

The term “U.S. Shareholder” shall have the same meaning ascribed below under the section “—U.S. Federal Income Tax Considerations.”

Estate and Gift Taxes

There are no Mexican inheritance or succession taxes applicable to the ownership, transfer or disposition of ADSs or CPOs by holders that are non-residents of Mexico, although gratuitous transfers of CPOs may, in some circumstances, cause a Mexican federal tax to be imposed upon a recipient. There are no Mexican stamp, issue, registration or similar taxes or duties payable by holders of ADSs or CPOs.

U.S. Federal Income Tax Considerations

General

The following is a summary of certain U.S. federal income tax considerations generally applicable to the ownership and disposition of CEMEX, S.A.B. de C.V.’s CPOs and ADSs.

This summary is based on provisions of Title 26 of the U.S. Code (Internal Revenue Code), as amended (the “Internal Revenue Code”), United States Department of the Treasury regulations promulgated under the Internal Revenue Code, administrative rulings, and judicial interpretations of the Internal Revenue Code, all as in effect on the date of this annual report and all of which are subject to change, possibly retroactively. This summary is limited to U.S. Shareholders (as defined below) who hold our ADSs or CPOs, as the case may be, as capital assets. This summary does not discuss all aspects of U.S. federal income taxation that may be important to an investor in light of its individual circumstances, for example, an investor subject to special tax rules (e.g., banks, thrifts, real estate investment trusts, regulated investment companies, insurance companies, dealers in securities or currencies, expatriates, tax-exempt investors, persons who own 10% or more of our voting stock, or holders whose functional currency is not the U.S. Dollar or U.S. Shareholders who hold a CPO or an ADS as a position in a “straddle,” as part of a “synthetic security” or “hedge,” as part of a “conversion transaction” or other integrated investment, or as other than a capital asset). In addition, this summary does not address the Medicare tax imposed on certain net investment income or any aspect of state, local foreign, gift, estate or alternative minimum tax considerations.

For purposes of this summary, a “U.S. Shareholder” means a beneficial owner of CPOs or ADSs, who is for U.S. federal income tax purposes:

- an individual citizen or resident of the United States.;
- a corporation or other entity taxable as a corporation that is created or organized in the United States or under the laws of the United States or any political subdivision thereof;
- an estate the income of which is subject to U.S. federal income tax regardless of its source; or
- a trust that (i) is subject to the primary supervision of a court within the United States and the control of one or more U.S. persons are authorized to control all substantial decisions or (ii) has a valid election in effect under applicable United States Department of the Treasury regulations to be treated as a U.S. person.

If a partnership (including any entity or arrangement treated as a partnership for U.S. federal income tax purposes) is the beneficial owner of CPOs or ADSs, the U.S. federal income tax treatment of a partner in such partnership will generally depend upon the status of the partner and the activities of the partnership. A partner in a partnership that is the beneficial owner of CPOs or ADSs should consult its tax advisor regarding the associated tax consequences.

U.S. Shareholders should consult their tax advisors as to the particular tax consequences to them under U.S. federal, state and local, and foreign laws relating to the ownership and disposition of CEMEX, S.A.B. de C.V.’s CPOs and ADSs.

Ownership of CPOs or ADSs in general

In general, for U.S. federal income tax purposes, U.S. Shareholders who own ADSs will be treated as the beneficial owners of the CPOs represented by those ADSs, and each CPO will represent a beneficial interest in two Series A shares and one Series B share.

Taxation of distributions with respect to CPOs and ADSs

A distribution of cash or property with respect to the Series A shares or Series B shares represented by CPOs, including CPOs represented by ADSs, generally will be treated as a dividend to the extent paid out of our current or accumulated earnings and profits, as determined under U.S. federal income tax principles, and will be includible in the gross income of a U.S. Shareholder as foreign source "passive" income on the date the distribution is received by the CPO trustee or successor thereof. Any such dividend will not be eligible for the dividends-received deduction allowed to corporate U.S. Shareholders. To the extent, if any, that the amount of any distribution by us exceeds our current and accumulated earnings and profits as determined under U.S. federal income tax principles, it will be treated first as a tax-free return of the U.S. Shareholder's adjusted tax basis in the CPOs or ADSs, as applicable, and thereafter as capital gain. For more on the treatment of capital gain with respect to the CPOs and ADSs, see "Taxation of capital gains on disposition of CPOs or ADSs" below.

The gross amount of any dividends paid in Mexican Pesos will be includible in the income of a U.S. Shareholder in a Dollar amount calculated by reference to the exchange rate in effect the day the Mexican Pesos are received by the CPO trustee or successor thereof whether or not the Mexican Pesos are converted into Dollars on that day. Generally, any gain or loss resulting from currency exchange fluctuations during the period from the date the dividend payment is includible in income to the date such payment is converted into Dollars will be treated as ordinary income or loss. Such gain or loss will generally be income from sources within the United States for foreign tax credit limitation purposes.

Dividend income is generally taxed as ordinary income. However "qualified dividend income" received by U.S. Shareholders that are individuals (as well as certain trusts and estates) is generally eligible for preferential U.S. federal income tax rates (provided that certain holding period requirements are met). "Qualified dividend income" includes dividends paid on shares of "qualified foreign corporations" if, among other things: (i) the shares of the foreign corporation are readily tradable on an established securities market in the United States, or (ii) the foreign corporation is eligible with respect to substantially all of its income for the benefits of a comprehensive income tax treaty with the United States which contains an exchange of information program.

We believe that we are a "qualified foreign corporation" because (i) the ADSs trade on the New York Stock Exchange and (ii) we are eligible for the benefits of the comprehensive income tax treaty between Mexico and the United States which includes an exchange of information program. Accordingly, we believe that any dividends we pay should constitute "qualified dividend income" for U.S. federal income tax purposes. However, we cannot assure you that we will continue to be considered a "qualified foreign corporation" and that our dividends will continue to be "qualified dividend income."

Taxation of capital gains on disposition of CPOs or ADSs

The sale, exchange, redemption, or other disposition of CPOs or ADSs will result in the recognition of gain or loss by a U.S. Shareholder for U.S. federal income tax purposes in an amount equal to the difference between the amount realized on the disposition and the U.S. Shareholder's tax basis in the CPOs or ADSs, as applicable. Such gain or loss will be long-term capital gain or loss if the U.S. Shareholder's holding period for the CPOs or ADSs exceeds one year at the time of disposition. Long-term capital gain recognized by a U.S. Shareholder that is an individual (as well as certain trusts and estates) upon the sale or exchange of CPOs or ADSs is generally eligible for preferential U.S. federal income tax rates. The deduction of capital losses is subject to limitations.

Gain from the disposition of CPOs or ADSs generally will be treated as U.S. source for foreign tax credit purposes; losses will generally be allocated against U.S. source income. Deposits and withdrawals of CPOs by U.S. Shareholders in exchange for ADSs will not result in the realization of gain or loss for U.S. federal income tax purposes.

U.S. backup withholding and information reporting

A U.S. Shareholder may, under certain circumstances, be subject to information reporting with respect to some payments to that U.S. Shareholder such as dividends or the proceeds of a sale or other disposition of the CPOs or ADSs. Backup withholding also may apply to amounts paid to such holder unless such holder (i) is a corporation or comes within certain exempt categories and demonstrates this fact when so required, or (ii) provides a correct taxpayer identification number and otherwise complies with applicable requirements of the backup withholding rules. Backup withholding is not an additional tax. Amounts withheld as backup withholding may be creditable against the U.S. Shareholder's federal income tax liability, and the U.S. Shareholder may obtain a refund of any excess amounts withheld under the backup withholding rules by filing the appropriate claim for refund with the IRS and timely furnishing any required information.

An individual U.S. Shareholder may be required to submit to the IRS certain information with respect to his or her beneficial ownership of CPOs or ADSs, unless such CPOs or ADSs are held on his or her behalf by a U.S. financial institution. The law also imposes penalties if an individual U.S. Shareholder is required to submit such information to the IRS and fails to do so. U.S. Shareholders should consult their tax advisors regarding the application of the new law in their particular circumstances.

Documents on Display

We are subject to the informational requirements of the Exchange Act and, in accordance with these requirements, file reports and information statements and other information with the SEC. These reports and information statements and other information filed by us with the SEC are available at the SEC's website www.sec.gov.

In reviewing the agreements included as exhibits to this annual report, please remember they are included to provide you with information regarding their terms and are not intended to provide any other factual or disclosure information about us or the other parties to the agreements.

The agreements may contain representations and warranties by each of the parties to the applicable agreement. These representations and warranties have been made solely for the benefit of the other parties to the applicable agreement and:

- should not in all instances be treated as categorical statements of fact, but rather as a way of allocating the risk to one of the parties if those statements prove to be inaccurate;
- have been qualified by disclosures that were made to the other party in connection with the negotiation of the applicable agreement, which disclosures are not necessarily reflected in the agreement;
- may apply standards of materiality in a way that is different from what may be viewed as material to you or other investors; and
- were made only as of the date of the applicable agreement or such other date or dates as may be specified in the agreement and are subject to more recent developments.

Accordingly, these representations and warranties may not describe the actual state of affairs as of the date they were made or at any other time.

Item 11—Quantitative and Qualitative Disclosures About Market Risk

See "Item 5—Operating and Financial Review and Prospects—Quantitative and Qualitative Market Disclosure."

Item 12—Description of Securities Other than Equity Securities

Item 12A—Debt Securities

Not applicable.

Item 12B—Warrants and Rights

Not applicable.

Item 12C—Other Securities

Not applicable.

Item 12D—American Depositary Shares

Depositary Fees and Charges

Under the terms of the Deposit Agreement for CEMEX, S.A.B. de C.V.'s ADSs, an ADS holder may have to pay the following service fees to the depositary:

Services	Fees
Issuance of ADSs upon deposit of eligible securities	Up to 5¢ per ADS issued.
Surrender of ADSs for cancelation and withdrawal of deposited securities	Up to 5¢ per ADS surrendered.
Exercise of rights to purchase additional ADSs	Up to 5¢ per ADS issued.
Distribution of cash (i.e., upon sale of rights and other entitlements)	Up to 2¢ per ADS held.

An ADS holder also is responsible to pay fees and expenses incurred by the ADS depositary and taxes and governmental charges including, but not limited to:

- transfer and registration fees charged by the registrar and transfer agent for eligible and deposited securities, such as upon deposit of eligible securities and withdrawal of deposited securities;
- expenses incurred for converting foreign currency into Dollars;
- expenses for cable, telex and fax transmissions and for delivery of securities;
- expenses incurred in connection with compliance with exchange control regulations and other applicable regulatory requirements;
- fees and expenses incurred in connection with the delivery of deposited securities; and
- taxes and duties upon the transfer of securities, such as when eligible securities are deposited or withdrawn from deposit.

We have agreed to pay some of the other charges and expenses of the ADS depositary. Note that the fees and charges that a holder of ADSs is required to pay may vary over time and may be changed by us and by the ADS depositary. ADS holders will receive notice of the changes. The fees described above may be amended from time to time.

Depositary Payments for the Year Ended December 31, 2020

In 2020, we received $1,580,115.12 (after applicable U.S. taxes and including payments to third parties) from our Depositary Bank, Citibank, N.A., to reimburse us for contributions towards our investor relations activities (including but not limited to investor meetings, conferences and fees to investor relations service vendors) and other miscellaneous expenses related to the listing of our ADSs on the NYSE.

PART II

Item 13—Defaults, Dividend Arrearages and Delinquencies

None.

Item 14—Material Modifications to the Rights of Security Holders and Use of Proceeds

None.

Item 15—Controls and Procedures

Disclosure Controls and Procedures

Our management has evaluated, with the participation of CEMEX, S.A.B. de C.V.'s CEO and CFO, the effectiveness of our disclosure controls and procedures (as defined in Rule 13a-15(e) under the Exchange Act) as of the end of the period covered by this annual report, and has concluded that our disclosure controls and procedures were effective as of December 31, 2020.

Management's Annual Report on Internal Control Over Financial Reporting

Our management is responsible for establishing and maintaining adequate internal control over financial reporting (as defined in Rule 13a-15(f) under the Exchange Act). Internal control over financial reporting refers to a process designed by, or under the supervision of, the CEO and CFO and effected by CEMEX, S.A.B. de C.V.'s board of directors and our management to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles and includes those policies and procedures that:

- pertain to the maintenance of records that in reasonable detail accurately and fairly reflect the transactions and dispositions of our assets;
- provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that our receipts and expenditures are being made only in accordance with authorizations of our management and members of CEMEX, S.A.B. de C.V.'s board of directors; and
- provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use or disposition of our assets that could have a material effect on our financial statements.

Under the supervision and with the participation of our management, including the CEO and CFO and principal financial and accounting officers, we conducted an evaluation of the effectiveness of our internal control over financial reporting as of December 31, 2020, using the criteria established in "Internal Control—Integrated Framework (2013)" issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). Based on this evaluation, our management has concluded that our internal control over financial reporting was effective as of December 31, 2020.

Attestation Report of the Independent Registered Public Accounting Firm

The report on the audit of the effectiveness of our internal control over financial reporting issued by KPMG Cárdenas Dosal, S.C., a registered public accounting firm appears on page F-112 of this annual report.

Changes in Internal Control Over Financial Reporting

We have not identified changes in our internal control over financial reporting during 2020 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

Item 16—RESERVED

Item 16A—Audit Committee Financial Expert

CEMEX, S.A.B. de C.V.'s board of directors has determined that it has at least one "audit committee financial expert" (as defined in Item 16A of Form 20-F) serving on its audit committee. Mr. Everardo Elizondo Almaguer meets the requisite qualifications.

Item 16B—Code of Ethics

We have adopted a written code of ethics that applies to all board members, employees, including our principal executive officer, principal financial officer and principal accounting officer, third parties (including but not limited to customers, suppliers, and contractors) and other stakeholders. All of our employees are expected to comply with this code in their daily interactions.

Our code of ethics provides the following main guidelines:

(i) Our purpose and scope: we look to act with integrity in our day-to-day work. This is important for CEMEX's sustained success and to create a workplace in which our people can thrive. Our code of ethics aims to provide guidance on what is expected from all of us as part of CEMEX;

(ii) Our people: we believe our people are our competitive advantage and the reason for our success. Therefore, we aim to provide a great place to work, we encourage an atmosphere of openness, courage, generosity and respect, so that all employees feel free to come forward with their questions, ideas, and concerns;

(iii) Health and safety in the workplace: we plan to prevent incidents and safeguard the health and safety of our workforce and are committed to carrying out our business activities in a safe and efficient manner to care for the well-being of all those on our sites and those who may be impacted by our activities;

(iv) Human rights: we look to support and respect the protection of internationally proclaimed human rights principles and we do not tolerate any violation of human rights in our business, our supply chain or partnerships;

(v) Harassment and workplace respect: we look to have an environment of mutual respect should always be fostered, and we should provide support and encouragement to each other;

(vi) Diversity and inclusion: we seek to support differences and provide an inclusive work environment for everyone. Recruitment, promotion, training, compensation and benefits should be based on ability, career experience and alignment with our values;

(vii) Customer relations: we work to be our customers' best option and aim to conduct our business dealings fairly, professionally and with integrity. We expect our customers to act with the same integrity;

(viii) Supplier relations: we look to manage our supplier relationships with honesty, respect and integrity, offering equal opportunities for all parties;

(ix) Government relations: our operations require a wide range of interactions with government agencies in many countries; these agencies may act as regulators, customers, suppliers, stockholders and/or promoters; we plan to always conduct our interactions with these agencies consistent with our values, with particular emphasis on integrity;

(x) Community relations: we are committed to promoting and contributing to the development of our communities by preserving the environment, fostering mutually beneficial relationships and maintaining open lines of communication. When considering CEMEX's participation in economic, social, and environmental programs, we should always comply with the law;

(xi) Environment: our business should be carried out in an environmentally responsible and sustainable manner, aiming to mitigate the environmental and social impacts of our business;

(xii) Antitrust compliance: we are committed to conducting all of our business activities in compliance with applicable laws. We operate in many countries and are subject to different antitrust laws and regulations. Therefore, our country managers seek that our business activities conform to local laws and regulations, and to our own policies;

(xiii) Anti-corruption: we forbid our personnel from promising or providing anything of value to government officials or any third parties to secure any undue advantage or unduly influence any decisions;

(xiv) Preventing money laundering: we prohibit money laundering, understood as the process of disguising the nature and source of money or other property connected with criminal activity, such as drug trafficking, terrorism, bribery or corruption, by integrating the illicit money or property into the stream of commerce so that it appears legitimate or its true source or owner cannot be identified;

(xv) Conflicts of interest and corporate opportunities: our employees, officers and directors have an obligation to conduct themselves in an honest and ethical manner and to act in our best interest. Our employees, officers and directors are expected to avoid situations that present or could present a potential or actual conflict between their interests and our interests;

(xvi) Gifts and hospitalities: we, our employees, officers and directors look to avoid accepting or giving courtesies of any kind that may influence, or appear to compromise, decision-making on current or future negotiations. We should never seek or structure a negotiation on the basis of any gift, service or courtesy from a customer, supplier, consultant, service provider or other third-party;

(xvii) Use of CEMEX's assets: employees should never use CEMEX assets for their own benefit, and we look to ensure that company assets are not misused by others, stolen or damaged. When using company devices it is prohibited for employees to create, view, store, request or distribute anything of an offensive, illegal or inappropriate nature;

(xviii) Political activities: we acknowledge and respect the right of our employees to participate in activities external to the company, such as politics; *provided* that they are legal in their jurisdiction. We look to avoid conducting political activities at company facilities, use company resources for these activities or engage in these activities on company time. We can make political contributions as long as the contributions are allowed by local law and pre-approved internally;

(xix) Data privacy and protection: we plan to protect the confidentiality and integrity of personal data to foster trustworthy business relationships. We aim to process personal data fairly and lawfully and provide access to it within our organization only on a need-to- know basis;

(xx) Insider trading: we should never transact with securities of CEMEX while in possession of material non-public information about the company. We should never “tip” others or share non-public material information even if we do not intend to profit for ourselves or others;

(xxi) Intellectual property: we look to ensure the protection of CEMEX’s intellectual property and capture innovation to ensure added value and freedom to operate. CEMEX recognizes and respects the intellectual property of third parties and intends to prevent and avoid consequences of potential infringement of third parties’ rights;

(xxii) Accurate records: we look to provide our stakeholders with correct and complete information in a timely manner; anyone responsible for financial records, or any other CEMEX records or reporting, must aim to ensure that those records accurately reflect our business activities, are supported by evidence, and are complete, accurate, and timely; and

(xxiii) Communication and use of social media: we should not make any statements outside of CEMEX about company performance, initiatives or any other internal matters. We look to keep all confidential matters safe.

We promote awareness and enforcement of our code of ethics through our ethics committees, training programs and secured internal communications channels. We periodically evaluate and update the provisions of our code of ethics.

You may view our code of ethics in the corporate governance section of our website (www.cemex.com), or you may request a copy of our code of ethics, at no cost, by writing to or telephoning us as follows:

CEMEX, S.A.B. de C.V.
Avenida Ricardo Margáin Zozaya #325
Colonia Valle del Campestre
San Pedro Garza García, Nuevo León, 66265, México
Attn: Luis Hernández Echávez
Telephone: +52 81 8888-8888

Item 16C—Principal Accountant Fees and Services

Audit Fees: KPMG Cárdenas Dosal, S.C. in Mexico and KPMG firms worldwide charged us $14 million in fiscal year 2020 in connection with the professional services rendered for the audit of our annual financial statements and services normally provided by them relating to statutory and regulatory filings or engagements. In fiscal year 2019, KPMG Cárdenas Dosal, S.C. in Mexico and KPMG firms worldwide charged us $13 million for these services.

Audit-Related Fees: KPMG Cárdenas Dosal, S.C. in Mexico and KPMG firms worldwide charged us $1 million in fiscal year 2020 for assurance and related services reasonably related to the performance of our audit. In fiscal year 2019, KPMG Cárdenas Dosal, S.C. in Mexico and KPMG firms worldwide charged us $1 million for audit-related services.

Tax Fees: KPMG Cárdenas Dosal, S.C. in Mexico and KPMG firms worldwide charged us $1 million in fiscal year 2020 for tax compliance, tax advice and tax planning. In fiscal year 2019, KPMG Cárdenas Dosal, S.C. in Mexico and KPMG firms worldwide charged us $1 million for tax-related services.

All other fees: KPMG Cárdenas Dosal, S.C. in Mexico and KPMG firms worldwide charged us $1 million in fiscal year 2020 for products and services other than those comprising audit fees, audit-related fees and tax fees. In fiscal year 2019, KPMG Cárdenas Dosal, S.C. in Mexico and KPMG firms worldwide charged us $2 million for products and services in this category. These fees relate mainly to services provided by KPMG to us with respect to our due diligence activities around the world.

Audit Committee Pre-Approval Policies and Procedures

Our audit committee is responsible for, among other things, the appointment, compensation and oversight of our external auditors. To assure the independence of our independent auditors, our audit committee pre-approves annually a catalog of specific audit and non-audit services in the categories Audit Services, Audit-Related Services, Tax-Related Services and Other Services that may be performed by our auditors, as well as the budgeted fee levels for each of these categories. All other permitted services must receive a specific approval from our audit committee. Our external auditor periodically provides a report to our audit committee in order for our audit committee to review the services that our external auditor is providing, as well as the status and cost of those services.

During 2020, there were no services provided to us by our external auditors that were performed pursuant to the de minimis exception.

Item 16D—Exemptions from the Listing Standards for Audit Committees

Not applicable.

Item 16E—Purchases of Equity Securities by the Issuer and Affiliated Purchasers

Not applicable.

Item 16F—Change in Registrant's Certifying Accountant

Not applicable.

Item 16G—Corporate Governance

Section 303A.11 of the NYSE Listed Company Manual ("LCM") requires that listed foreign private issuers, such as CEMEX, disclose any significant ways in which their corporate governance practices differ from those followed by U.S. companies under NYSE listing standards.

CEMEX's corporate governance practices are governed by its by-laws, by the corporate governance provisions set forth in the Mexican Securities Market Law, the Mexican Regulation for Issuers (*Circular de Emisoras*) issued by the Mexican Banking and Securities Commission (*Comisión Nacional Bancaria y de Valores*) and the MSE Rules (*Reglamento Interior de la Bolsa Mexicana de Valores*) and by applicable U.S. securities laws. CEMEX is also subject to the rules of the NYSE to the extent they apply to foreign private issuers. Except for those specific rules, foreign private issuers are permitted to follow home country practice in lieu of the provisions of Section 303A of the LCM.

CEMEX, on a voluntary basis, also complies with the Mexican Code of Best Corporate Practices (*Código de Mejores Prácticas Corporativas*) which, as indicated below, was promulgated by a committee established by the Mexican Corporate Coordination Board (*Consejo Coordinador Empresarial*). The Mexican Corporate Coordination Board provides recommendations for better corporate governance practices for listed companies in Mexico, and the Mexican Code of Best Corporate Practices has been endorsed by the Mexican Banking and Securities Commission.

The following is a summary of significant ways in which our corporate governance practices differ from those required to be followed by U.S. domestic companies under the NYSE's listing standards.

NYSE LISTING STANDARDS	CEMEX CORPORATE GOVERNANCE PRACTICE
303A.01	
Listed companies must have a majority of independent directors.	Pursuant to the Mexican Securities Market Law, CEMEX, S.A.B. de C.V. is required to have a board of directors with a maximum of 21 members, 25% of whom must be independent. Determination as to the independence of CEMEX, S.A.B. de C.V.'s directors is made upon their election by CEMEX, S.A.B. de C.V.'s shareholders at the corresponding meeting. As of December 31, 2020, CEMEX, S.A.B. de C.V.'s board of directors had 15 members, of which 66.66% are independent under the Mexican Securities Market Law. The Mexican Securities Market Law sets forth, in article 26, the definition of "independence," which differs from the one set forth in Section 303A.02 of the LCM. Generally, under the Mexican Securities Market Law, a director is not independent if such director is an employee or officer of the company or its subsidiaries; an individual that has significant influence over the company or its subsidiaries; a shareholder that is part of a group that controls the company; or, if there exist certain relationships between a company and a director, entities with which the director is associated or family members of the director.
303A.03	
Non-management directors must meet at regularly scheduled executive sessions without management.	Under CEMEX, S.A.B. de C.V.'s by-laws and Mexican laws and regulations, our non-management and independent directors are not required to meet in executive sessions. CEMEX, S.A.B. de C.V.'s board of directors must meet at least once every three months.
303A.04	
Listed companies must have a nominating/ corporate governance committee composed of independent directors.	Under CEMEX, S.A.B. de C.V.'s by-laws and Mexican laws and regulations, we are not required to have a nominating committee. We do not have such a committee. Our corporate practices and finance committee operates pursuant to the provisions of the Mexican Securities Market Law and CEMEX, S.A.B. de C.V.'s by-laws. Our corporate practices and finance committee is composed of four independent directors. Our corporate practices and finance committee is responsible for evaluating the performance of our executive officers; reviewing related party transactions and any conflicts of interest; reviewing the compensation paid to executive officers; evaluating any waivers granted to directors or executive officers for their taking of corporate opportunities; and carrying out the activities described under Mexican law. Our corporate practices and

NYSE LISTING STANDARDS	CEMEX CORPORATE GOVERNANCE PRACTICE
	finance committee meets as required by CEMEX, S.A.B. de C.V.'s by-laws and by Mexican laws and regulations.
303A.05	
Listed companies must have a compensation committee composed of independent directors.	Under CEMEX, S.A.B. de C.V.'s by-laws and Mexican laws and regulations, we are not required to have a compensation committee. We do not have such a committee.
Compensation committee members must satisfy additional independence requirements specific to compensation committee membership.	See above.
Listed companies must have an audit committee that satisfies the requirements of Rule 10A-3 under the Exchange Act.	CEMEX, S.A.B. de C.V.'s audit committee operates pursuant to the provisions of the Mexican Securities Market Law and CEMEX, S.A.B. de C.V.'s by-laws. CEMEX, S.A.B. de C.V.'s audit committee is composed of three members. According to CEMEX, S.A.B. de C.V.'s by-laws, all of the members must be independent. CEMEX, S.A.B. de C.V.'s audit committee is responsible for evaluating the company's internal controls and procedures, identifying any material deficiencies it finds; following up with any corrective or preventive measures adopted with respect to the non-compliance with the operation and accounting guidelines and policies; evaluating the performance of the external auditors; describing and valuating those non-audit services rendered by the external auditor; reviewing the company's financial statements; assessing the effects of any modifications to the accounting policies approved during a fiscal year; overseeing measures adopted as result of any observations made by shareholders, directors, executive officers, employees or any third parties with respect to accounting, internal controls and internal and external audit, as well as any complaints regarding irregularities in management, including anonymous and confidential methods for addressing concerns raised by employees; and assuring the execution of resolutions adopted at shareholders' or board of directors' meetings. CEMEX, S.A.B. de C.V.'s board of directors has determined that it has an "audit committee financial expert," for purposes of the Sarbanes-Oxley Act of 2002, serving on its audit committee. CEMEX, S.A.B. de C.V.'s audit committee meets as required by CEMEX, S.A.B. de C.V.'s by-laws and by Mexican laws and regulations.
303A.09	
Listed companies must adopt and disclose corporate governance guidelines.	Under CEMEX, S.A.B. de C.V.'s by-laws and Mexican laws and regulations, we are not required to adopt corporate governance

NYSE LISTING STANDARDS	CEMEX CORPORATE GOVERNANCE PRACTICE
	guidelines, but, on an annual basis, we file a report with the MSE regarding our compliance with the Mexican Code of Best Corporate Practices.
303A.10	
Listed companies must adopt and disclose a code of business conduct and ethics for directors, officers and employees, and promptly disclose any waivers of the code for directors or executive officers.	CEMEX, S.A.B. de C.V. has adopted a written code of ethics that applies to all of our employees, including our principal executive officer, principal financial officer and principal accounting officer.
Equity compensation plans	
Equity compensation plans require shareholder approval, subject to limited exemptions.	Shareholder approval is not expressly required under CEMEX, S.A.B. de C.V.'s by-laws for the adoption and amendment of an equity compensation plan. However, at our 2017 annual shareholders' meeting held on April 5, 2018, CEMEX, S.A.B. de C.V.'s shareholders resolved to extend our current stock program for our employees, officers and administrators until December 31, 2023.

Item 16H—Mine Safety Disclosure

The information concerning mine safety violations and other regulatory matters required by Section 1503(a) of the Dodd-Frank Wall Street Reform and Consumer Protection Act is included in Exhibit 15.1 to this annual report.

PART III

Item 17—Financial Statements

Not applicable.

Item 18—Financial Statements

See pages F-1 through F-113, incorporated herein by reference.

Item 19—Exhibits

1.1	Amended and Restated By-laws of CEMEX, S.A.B. de C.V.(l)
1.2	Extract of the Resolutions of the Extraordinary General Shareholders' Meeting of CEMEX, S.A.B. de C.V. held on March 25, 2021.(l)
1.3	Extract of the Resolutions of the Ordinary Shareholders' Meeting of CEMEX, S.A.B. de C.V. held on March 25, 2021.(l)
2.1	Form of Certificate for shares of Series A Common Stock of CEMEX, S.A.B. de C.V.(k)
2.2	Form of Certificate for shares of Series B Common Stock of CEMEX, S.A.B. de C.V.(k)
2.3	English Translation of Amended and Restated Agreement to the Trust Agreement, dated as of November 27, 2014, between CEMEX, S.A.B. de C.V., as founder of the trust, and Banco Nacional de México, S.A. regarding the CPOs.(f)
2.4	Form of CPO Certificate.(k)
2.5	Form of Second Amended and Restated Deposit Agreement (Series A and Series B share CPOs), dated August 10, 1999, among CEMEX, S.A. de C.V., Citibank, N.A. and holders and beneficial owners of American Depositary Shares.(a)(p)
2.5.1	Amendment No. 1 to the Second Amended and Restated Deposit Agreement, dated as of July 1, 2005, by and among CEMEX, S.A. de C.V., Citibank, N.A., as Depositary, and all holders and beneficial owners from time to time of American Depositary Shares evidenced by American Depositary Receipts issued thereunder, including the form of ADR attached thereto.(b)
2.5.2	Amendment No. 2 to the Second Amended and Restated Deposit Agreement, dated as of February 11, 2015, by and among CEMEX, S.A.B. de C.V., Citibank, N.A., as Depositary, and all holders and beneficial owners from time to time of American Depositary Shares evidenced by American Depositary Receipts issued thereunder, including the form of ADR attached thereto.(g)
2.5.3	Letter Agreement, dated October 12, 2007, by and between CEMEX, S.A.B. de C.V. and Citibank, N.A., as Depositary, supplementing the Second Amended and Restated Deposit Agreement, as amended, to enable the Depositary to establish a direct registration system for the ADSs.(b)
2.5.4	Letter Agreement, dated March 30, 2010 by and between CEMEX, S.A.B. de C.V. and Citibank, N.A., as Depositary, supplementing the Second Amended and Restated Deposit Agreement, as amended, to set forth the terms upon which CEMEX, S.A.B. de C.V. is to establish a restricted ADS series.(e)
2.5.5	Letter Agreement, dated March 15, 2011 by and between CEMEX, S.A.B. de C.V. and Citibank, N.A., as Depositary, supplementing the Second Amended and Restated Deposit Agreement, as amended, to set forth the terms upon which CEMEX, S.A.B. de C.V. is to deposit CPOs upon conversion of the 3.75% Subordinated Convertible Notes due 2018, and the Depositary is to issue ADSs upon deposit of such CPOs.(e)
2.5.6	Letter Agreement, dated March 15, 2011 by and between CEMEX, S.A.B. de C.V. and Citibank, N.A., as Depositary, supplementing the Second Amended and Restated Deposit Agreement, as amended, to set forth the terms upon which CEMEX, S.A.B. de C.V. is to establish a restricted ADS series.(e)

2.6	Description of the Registrant's Securities Registered Pursuant to Section 12 of the Securities Exchange Act of 1934.(k)
2.7	Form of American Depositary Receipt evidencing American Depositary Shares.(g)
4.1	Note Indenture, dated as of December 18, 2006, by and among New Sunward Holding Financial Ventures B.V., as issuer, and CEMEX, S.A.B. de C.V., CEMEX México, S.A. de C.V., and New Sunward Holding B.V., as guarantors and the Bank of New York, as trustee, relating to New Sunward Holding Financial Ventures B.V.'s $350,000,000 aggregate principal amount of Callable Perpetual Dual-Currency Notes.(b)
4.1.1	First Supplemental Note Indenture, dated as of August 10, 2009, by and among New Sunward Holding Financial Ventures B.V., as issuer, and CEMEX, S.A.B. de C.V., CEMEX México, S.A. de C.V., and New Sunward Holding B.V., as guarantors and the Bank of New York, as trustee, supplementing the Note Indenture, dated as of December 18, 2006, among New Sunward Holding Financial Ventures B.V., as issuer, CEMEX, S.A.B. de C.V., CEMEX México, S.A. de C.V. and New Sunward Holding B.V., as guarantors, and The Bank of New York Mellon, as trustee, relating to New Sunward Holding Financial Ventures B.V.'s $350,000,000 aggregate principal amount of Callable Perpetual Dual-Currency Notes.(b)
4.1.2	Second Supplemental Note Indenture, dated as of May 12, 2010, by and among New Sunward Holding Financial Ventures B.V., as issuer, CEMEX, S.A.B. de C.V., CEMEX México, S.A. de C.V. and New Sunward Holding B.V., as guarantors, The Bank of New York Mellon, as trustee, Swap 5 Capital (SPV) Limited and C5 Capital (SPV) Limited., supplementing the Note Indenture, dated as of December 18, 2006, among New Sunward Holding Financial Ventures B.V., as issuer, CEMEX, S.A.B. de C.V., CEMEX México, S.A. de C.V. and New Sunward Holding B.V., as guarantors, and The Bank of New York Mellon, as trustee, relating to New Sunward Holding Financial Ventures B.V.'s $350,000,000 aggregate principal amount of Callable Perpetual Dual-Currency Notes.(b)
4.1.3	Third Supplemental Note Indenture, dated as of February 24, 2020, by and among New Sunward Holding Financial Ventures B.V., as issuer, CEMEX, S.A.B. de C.V., CEMEX México, S.A. de C.V., and New Sunward Holding B.V., as guarantors, and The Bank of New York, as trustee, supplementing the Note Indenture, dated as of December 18, 2006, among New Sunward Holding Financial Ventures B.V., as issuer, CEMEX, S.A.B. de C.V., CEMEX México, S.A. de C.V. and New Sunward Holding B.V., as guarantors, and The Bank of New York Mellon, as trustee, relating to New Sunward Holding Financial Ventures B.V.'s $350,000,000 Callable Perpetual Dual-Currency Notes. (k)
4.1.4	Fourth Supplemental Note Indenture, dated as of November 30, 2020, by and among New Sunward Holding Financial Ventures B.V., as issuer, CEMEX, S.A.B. de C.V., CEMEX España, S.A. and New Sunward Holding B.V., as guarantors, and The Bank of New York, as trustee, supplementing the Note Indenture, dated as of December 18, 2006, among New Sunward Holding Financial Ventures B.V., as issuer, CEMEX, S.A.B. de C.V., CEMEX México, S.A. de C.V. and New Sunward Holding B.V., as guarantors, and The Bank of New York Mellon, as trustee, relating to New Sunward Holding Financial Ventures B.V.'s $350,000,000 Callable Perpetual Dual-Currency Notes.(l)
4.2	Note Indenture, dated as of December 18, 2006, by and among New Sunward Holding Financial Ventures B.V., as issuer, and CEMEX, S.A.B. de C.V., CEMEX México, S.A. de C.V., and New Sunward Holding B.V., as guarantors and the Bank of New York, as trustee, relating to New Sunward Holding Financial Ventures B.V.'s $900,000,000 aggregate principal amount of Callable Perpetual Dual-Currency Notes.(b)

4.2.1	First Supplemental Note Indenture, dated as of August 10, 2009, by and among New Sunward Holding Financial Ventures B.V., as issuer, and CEMEX, S.A.B. de C.V., CEMEX México, S.A. de C.V., and New Sunward Holding B.V., as guarantors and the Bank of New York, as trustee, supplementing the Note Indenture, dated as of December 18, 2006, among New Sunward Holding Financial Ventures B.V., as issuer, CEMEX, S.A.B. de C.V., CEMEX México, S.A. de C.V. and New Sunward Holding B.V., as guarantors, and The Bank of New York Mellon, as trustee, relating to New Sunward Holding Financial Ventures B.V.'s $900,000,000 aggregate principal amount of Callable Perpetual Dual- Currency Notes.(b)
4.2.2	Second Supplemental Note Indenture, dated as of May 12, 2010, by and among New Sunward Holding Financial Ventures B.V., as issuer, CEMEX, S.A.B. de C.V., CEMEX México, S.A. de C.V. and New Sunward Holding B.V., as guarantors, The Bank of New York Mellon, as trustee, Swap 10 Capital (SPV) Limited and C10 Capital (SPV) Limited., supplementing the Note Indenture, dated as of December 18, 2006, among New Sunward Holding Financial Ventures B.V., as issuer, CEMEX, S.A.B. de C.V., CEMEX México, S.A. de C.V. and New Sunward Holding B.V., as guarantors, and The Bank of New York Mellon, as trustee, relating to New Sunward Holding Financial Ventures B.V.'s $900,000,000 aggregate principal amount of Callable Perpetual Dual-Currency Notes.(b)
4.2.3	Third Supplemental Note Indenture, dated as of February 24, 2020, by and among New Sunward Holding Financial Ventures B.V., as issuer, CEMEX, S.A.B. de C.V., CEMEX México, S.A. de C.V., and New Sunward Holding B.V., as guarantors and The Bank of New York, as trustee, supplementing the Note Indenture, dated as of December 18, 2006, among New Sunward Holding Financial Ventures B.V., as issuer, CEMEX, S.A.B. de C.V., CEMEX México, S.A. de C.V. and New Sunward Holding B.V., as guarantors, and The Bank of New York Mellon, as trustee, relating to New Sunward Holding Financial Ventures B.V.'s $900,000,000 Callable Perpetual Dual-Currency Notes.(k)
4.2.4	Fourth Supplemental Note Indenture, dated as of November 30, 2020, by and among New Sunward Holding Financial Ventures B.V., as issuer, CEMEX, S.A.B. de C.V., CEMEX España, S.A. and New Sunward Holding B.V., as guarantors, and The Bank of New York, as trustee, supplementing the Note Indenture, dated as of December 18, 2006, among New Sunward Holding Financial Ventures B.V., as issuer, CEMEX, S.A.B. de C.V., CEMEX México, S.A. de C.V. and New Sunward Holding B.V., as guarantors, and The Bank of New York Mellon, as trustee, relating to New Sunward Holding Financial Ventures B.V.'s $900,000,000 Callable Perpetual Dual-Currency Notes.(l)
4.3	Note Indenture, dated as of February 12, 2007, by and among New Sunward Holding Financial Ventures B.V., as issuer, and CEMEX, S.A.B. de C.V., CEMEX México, S.A. de C.V., and New Sunward Holding B.V., as guarantors and the Bank of New York, as trustee, relating to New Sunward Holding Financial Ventures B.V.'s $750,000,000 aggregate principal amount of Callable Perpetual Dual-Currency Notes.(b)
4.3.1	First Supplemental Note Indenture, dated as of August 10, 2009, by and among New Sunward Holding Financial Ventures B.V., as issuer, and CEMEX, S.A.B. de C.V., CEMEX México, S.A. de C.V., and New Sunward Holding B.V., as guarantors and the Bank of New York, as trustee, supplementing the Note Indenture, dated as of February 12, 2007, among New Sunward Holding Financial Ventures B.V., as issuer, CEMEX, S.A.B. de C.V., CEMEX México, S.A. de C.V. and New Sunward Holding B.V., as guarantors, and The Bank of New York Mellon, as trustee, relating to New Sunward Holding Financial Ventures B.V.'s $750,000,000 aggregate principal amount of Callable Perpetual Dual-Currency Notes.(b)

4.3.2	Second Supplemental Note Indenture, dated as of May 12, 2010, by and among New Sunward Holding Financial Ventures B.V., as issuer, CEMEX, S.A.B. de C.V., CEMEX México, S.A. de C.V. and New Sunward Holding B.V., as guarantors, The Bank of New York Mellon, as trustee, Swap 8 Capital (SPV) Limited and 8 Capital (SPV) Limited., supplementing the Note Indenture, dated as of February 12, 2007, among New Sunward Holding Financial Ventures B.V., as issuer, CEMEX, S.A.B. de C.V., CEMEX México, S.A. de C.V. and New Sunward Holding B.V., as guarantors, and The Bank of New York Mellon, as trustee, relating to New Sunward Holding Financial Ventures B.V.'s $750,000,000 aggregate principal amount of Callable Perpetual Dual-Currency Notes.(b)
4.3.3	Third Supplemental Note Indenture, dated as of February 24, 2020, by and among New Sunward Holding Financial Ventures B.V., as issuer, CEMEX, S.A.B. de C.V., CEMEX México, S.A. de C.V., and New Sunward Holding B.V., as guarantors, and The Bank of New York, as trustee, supplementing the Note Indenture, dated as of February 12, 2007, among New Sunward Holding Financial Ventures B.V., as issuer, CEMEX, S.A.B. de C.V., CEMEX México, S.A. de C.V. and New Sunward Holding B.V., as guarantors, and The Bank of New York Mellon, as trustee, relating to New Sunward Holding Financial Ventures B.V.'s $750,000,000 Callable Perpetual Dual-Currency Notes.(k)
4.3.4	Fourth Supplemental Note Indenture, dated as of November 30, 2020, by and among New Sunward Holding Financial Ventures B.V., as issuer, CEMEX, S.A.B. de C.V., CEMEX España, S.A. and New Sunward Holding B.V., as guarantors, and The Bank of New York, as trustee, supplementing the Note Indenture, dated as of February 12, 2007, among New Sunward Holding Financial Ventures B.V., as issuer, CEMEX, S.A.B. de C.V., CEMEX México, S.A. de C.V. and New Sunward Holding B.V., as guarantors, and The Bank of New York Mellon, as trustee, relating to New Sunward Holding Financial Ventures B.V.'s $750,000,000 Callable Perpetual Dual-Currency Notes.(l)
4.4	Note Indenture, dated as of May 9, 2007, by and among New Sunward Holding Financial Ventures B.V., as issuer, and CEMEX, S.A.B. de C.V., CEMEX México, S.A. de C.V., and New Sunward Holding B.V., as guarantors and the Bank of New York, as trustee, relating to New Sunward Holding Financial Ventures B.V.'s €730,000,000 Callable Perpetual Dual-Currency Notes.(b)
4.4.1	First Supplemental Note Indenture, dated as of August 10, 2009, by and among New Sunward Holding Financial Ventures B.V., as issuer, and CEMEX, S.A.B. de C.V., CEMEX México, S.A. de C.V., and New Sunward Holding B.V., as guarantors and the Bank of New York, as trustee, supplementing the Note Indenture, dated as of May 9, 2007, among New Sunward Holding Financial Ventures B.V., as issuer, CEMEX, S.A.B. de C.V., CEMEX México, S.A. de C.V. and New Sunward Holding B.V., as guarantors, and The Bank of New York Mellon, as trustee, relating to New Sunward Holding Financial Ventures B.V.'s €730,000,000 Callable Perpetual Dual-Currency Notes.(b)
4.4.2	Second Supplemental Note Indenture, dated as of May 12, 2010, by and among New Sunward Holding Financial Ventures B.V., as issuer, CEMEX, S.A.B. de C.V., CEMEX México, S.A. de C.V. and New Sunward Holding B.V., as guarantors, The Bank of New York Mellon, as trustee, Swap C10-EUR Capital (SPV) Limited and C10-EUR Capital (SPV) Limited., supplementing the Note Indenture, dated as of February 12, 2007, among New Sunward Holding Financial Ventures B.V., as issuer, CEMEX, S.A.B. de C.V., CEMEX México, S.A. de C.V. and New Sunward Holding B.V., as guarantors, and The Bank of New York Mellon, as trustee, relating to New Sunward Holding Financial Ventures B.V.'s €730,000,000 Callable Perpetual Dual-Currency Notes.(b)

4.4.3	Third Supplemental Note Indenture, dated as of February 24, 2020, by and among New Sunward Holding Financial Ventures B.V., as issuer, CEMEX, S.A.B. de C.V., CEMEX México, S.A. de C.V., and New Sunward Holding B.V., as guarantors and The Bank of New York, as trustee, supplementing the Note Indenture, dated as of May 9, 2007, among New Sunward Holding Financial Ventures B.V., as issuer, CEMEX, S.A.B. de C.V., CEMEX México, S.A. de C.V. and New Sunward Holding B.V., as guarantors, and The Bank of New York Mellon, as trustee, relating to New Sunward Holding Financial Ventures B.V.'s €730,000,000 Callable Perpetual Dual-Currency Notes.(k)
4.4.4	Fourth Supplemental Note Indenture, dated as of November 30, 2020, by and among New Sunward Holding Financial Ventures B.V., as issuer, CEMEX, S.A.B. de C.V., CEMEX España, S.A. and New Sunward Holding B.V., as guarantors, and The Bank of New York, as trustee, supplementing the Note Indenture, dated as of May 9, 2007, among New Sunward Holding Financial Ventures B.V., as issuer, CEMEX, S.A.B. de C.V., CEMEX México, S.A. de C.V. and New Sunward Holding B.V., as guarantors, and The Bank of New York Mellon, as trustee, relating to New Sunward Holding Financial Ventures B.V.'s €730,000,000 Callable Perpetual Dual-Currency Notes.(l)
4.5	Amendment and Restatement Deed, dated July 19, 2017, by and among CEMEX, S.A.B. de C.V. and certain of its subsidiaries, the Intra-Group Lenders (as named therein), Citibank Europe plc, UK Branch (formerly Citibank International Ltd), as Facilities Agent, and Wilmington Trust (London) Limited, as Security Agent, relating to the Intercreditor Agreement, dated September 17, 2012 and amended October 31, 2014, and July 23, 2015.(i)
4.6	Swiss law Share Pledge over 1,938,958,014 shares in CEMEX Innovation Holding Ltd. (formerly known as CEMEX TRADEMARKS HOLDING Ltd.), dated September 17, 2012, among CEMEX, S.A.B. de C.V., CEMEX México, S.A. de C.V., Interamerican Investments Inc. and Empresas Tolteca de México, S.A. de C.V. (as Pledgors) and Wilmington Trust (London) Limited (as Pledgee).(c)
4.6.1	Security Confirmation Agreement of Swiss law Share Pledge over 1,938,958,014 shares in CEMEX Innovation Holding Ltd. (formerly known as CEMEX TRADEMARKS HOLDING Ltd.), dated July 23, 2015, among CEMEX, S.A.B. de C.V., CEMEX México, S.A. de C.V., Interamerican Investments Inc. and Empresas Tolteca de México, S.A. de C.V. (as Pledgors) and Wilmington Trust (London) Limited (as Pledgee).(g)
4.6.2	Security Confirmation Agreement of Swiss law Share Pledge over 1,938,958,014 shares in CEMEX Innovation Holding Ltd. (formerly known as CEMEX TRADEMARKS HOLDING Ltd.), dated July 19, 2017, among CEMEX, S.A.B. de C.V., CEMEX México, S.A. de C.V., Interamerican Investments Inc. and Empresas Tolteca de México, S.A. de C.V. (as Pledgors) and Wilmington Trust (London) Limited (as Pledgee).(i)
4.6.3	Swiss law Share Pledge over 8,424,037 shares in CEMEX Innovation Holding Ltd. (formerly known as CEMEX TRADEMARKS HOLDING Ltd.), dated July 19, 2017, between CEMEX, S.A.B. de C.V. (as Pledgor) and Wilmington Trust (London) Limited (as Security Agent).(i)
4.6.4	Security Confirmation Agreement of Swiss law Share Pledge over 1,947,382,051 shares in CEMEX Innovation Holding Ltd. (formerly known as CEMEX TRADEMARKS HOLDING Ltd.), dated April 2, 2019, among CEMEX, S.A.B. de C.V., CEMEX México, S.A. de C.V., Interamerican Investments Inc. and Empresas Tolteca de México, S.A. de C.V. (as Pledgors) and Wilmington Trust (London) Limited (as Pledgee).(j)
4.6.5	Amendment and Security Confirmation Agreement of Swiss law Share Pledge over 1,947,382,051 shares in CEMEX Innovation Holding Ltd. (formerly known as CEMEX TRADEMARKS HOLDING Ltd.), dated October 13, 2020, among CEMEX, S.A.B. de C.V. and Interamerican Investments, Inc. (as Pledgors) and Wilmington Trust (London) Limited (as Pledgee).(l)

4.7	Spanish law Share Pledge over the shares in CEMEX España, S.A., dated November 8, 2012, among New Sunward Holding B.V., CEMEX, S.A.B. de C.V., CEMEX España, S.A. and Wilmington Trust (London) Limited (as Security Agent).(c)
4.7.1	Extension Agreement to Spanish law Share Pledge over the shares in CEMEX España, S.A., dated July 19, 2017, among New Sunward Holding B.V., CEMEX, S.A.B. de C.V., CEMEX España, S.A., Wilmington Trust (London) Limited (as Security Agent), Banco Bilbao Vizcaya Argentaria, S.A. (as Custodian) and the Secured Parties (as defined therein).(i)
4.7.2	Extension Agreement to Spanish law Share Pledge over the shares in CEMEX España, S.A., dated July 31, 2020, among New Sunward Holding B.V., CEMEX, S.A.B. de C.V., CEMEX España, S.A., Wilmington Trust (London) Limited (as Security Agent), Banco Bilbao Vizcaya Argentaria, S.A. (as Custodian) and the Secured Parties (as defined therein).(l)
4.7.3	Extension Agreement to Spanish law Share Pledge over the shares in CEMEX España, S.A., dated October 19, 2020, among New Sunward Holding B.V., CEMEX, S.A.B. de C.V., CEMEX España, S.A., Wilmington Trust (London) Limited (as Security Agent), Banco Bilbao Vizcaya Argentaria, S.A. (as Custodian) and the Secured Parties (as defined therein).(l)
4.7.4	Subrogation and Ratification Agreement to Spanish law Share Pledge over the shares in CEMEX España, S.A., dated December 23, 2020, among CEMEX Operaciones México, S.A. de C.V., CEMEX Innovation Holding Ltd., CEMEX, S.A.B. de C.V., CEMEX España, S.A., Wilmington Trust (London) Limited (as Security Agent), Banco Bilbao Vizcaya Argentaria, S.A. (as Custodian) and the Secured Parties (as defined therein).(l)
4.8	English translation of the Second Amendment and Restatement Agreement of the Mexican law Security Trust Agreement, dated July 25, 2017, entered into by CEMEX, S.A.B. de C.V., Empresas Tolteca de Mexico, S.A. de C.V., CEMEX Central, S.A. de C.V., Interamerican Investments Inc., Cemex México, S.A. de. C.V., and CEMEX Operaciones México, S.A. de C.V., regarding the shares that each of them owned in: CEMEX México, S.A. de C.V. and CEMEX Operaciones México, S.A. de C.V.(i)
4.9	Indenture, dated as of September 11, 2014, among CEMEX, S.A.B. de C.V., as issuer, the Note Guarantors party thereto and The Bank of New York Mellon, as trustee, in connection with the issuance of $1,100,000,000 aggregate principal amount of 5.700% Dollar-Denominated Senior Secured Notes due 2025.(f)
4.10	English Translation of Accession Deed, dated September 11, 2014, issued by The Bank of New York Mellon, as Trustee, and CEMEX España, S.A., concerning the shares of CEMEX España, S.A. relating to the issuance by CEMEX, S.A.B. de C.V. of $1,100,000,000 aggregate principal amount of 5.700% Dollar-Denominated Senior Secured Notes due 2025.(f)
4.11	Indenture, dated as of December 5, 2017, among CEMEX, S.A.B. de C.V., the guarantors listed therein, and The Bank of New York Mellon, as trustee, in connection with the issuance of €650,000,000 aggregate principal amount of 2.750% Euro-Denominated Senior Secured Notes due 2024.(i)
4.12	English Translation of Accession Deed, dated December 5, 2017, issued by The Bank of New York Mellon, as Trustee, and CEMEX España, S.A., concerning the shares of CEMEX España, S.A. relating to the issuance by CEMEX, S.A.B. de C.V. of €650,000,000 aggregate principal amount of 2.750% Euro-Denominated Senior Secured Notes due 2024.(i)
4.13	Indenture, dated as of March 19, 2019, among CEMEX, S.A.B. de C.V., the guarantors listed therein, and The Bank of New York Mellon, as trustee, in connection with the issuance of €400,000,000 aggregate principal amount of 3.125% Euro-Denominated Senior Secured Notes due 2026.(j)

4.14	English Translation of Accession Deed, dated March 19, 2019, issued by The Bank of New York Mellon, as Trustee, and CEMEX España, S.A., concerning the shares of CEMEX España, S.A. relating to the issuance by CEMEX, S.A.B. de C.V. of €400,000,000 aggregate principal amount of 3.125% Euro-Denominated Senior Secured Notes due 2026.(j)
4.15	Amendment and Restatement Agreement, dated as of November 4, 2019, by and among CEMEX S.A.B. de C.V. and certain of its subsidiaries, the financial institutions named therein as Original Lenders, Citibank Europe, plc, UK Branch, as Agent, and Wilmington Trust (London) Limited, as Security Agent, relating to the Facilities Agreement, dated July 19, 2017.(k)
4.16	Indenture, dated as of November 19, 2019, among CEMEX, S.A.B. de C.V., the guarantors listed therein, and The Bank of New York Mellon, as trustee, in connection with the issuance of $1,000,000,000 aggregate principal amount of 5.450% Senior Secured Notes due 2029.(k)
4.17	English Translation of Accession Deed, dated November 19, 2019, issued by The Bank of New York Mellon, as Trustee, and CEMEX España, S.A., concerning the shares of CEMEX España, S.A. relating to the issuance by CEMEX, S.A.B. de C.V. of $1,000,000,000 aggregate principal amount of 5.450% Senior Secured Notes due 2029.(k)
4.18	English Translation of Share Pledges Extension Agreement, dated April 9, 2019, among CEMEX, S.A.B. de C.V., CEMEX España, S.A., New Sunward Holding B.V., Wilmington Trust (London) Limited (as Security Agent) and the Secured Parties (as defined therein).(k)
4.19	Indenture, dated as of June 5, 2020, among CEMEX, S.A.B. de C.V., the guarantors listed therein, and The Bank of New York Mellon, as trustee, in connection with the issuance of $1,000,000,000 aggregate principal amount of 7.375% Senior Secured Notes due 2027.(l)
4.20	English Translation of Accession Deed, dated June 5, 2020, issued by The Bank of New York Mellon, as Trustee, and CEMEX España, S.A., concerning the shares of CEMEX España, S.A. relating to the issuance by CEMEX, S.A.B. de C.V. of $1,000,000,000 aggregate principal amount of 7.375% Senior Secured Notes due 2027.(l)
4.21	Indenture, dated as of September 17, 2020, among CEMEX, S.A.B. de C.V., the guarantors listed therein, and The Bank of New York Mellon, as trustee, in connection with the issuance of $1,000,000,000 aggregate principal amount of 5.200% Senior Secured Notes due 2030.(l)
4.22	English Translation of Accession Deed, dated September 17, 2020, issued by The Bank of New York Mellon, as Trustee, and CEMEX España, S.A., concerning the shares of CEMEX España, S.A. relating to the issuance by CEMEX, S.A.B. de C.V. of $1,000,000,000 aggregate principal amount of 5.200% Senior Secured Notes due 2030.(l)
4.23	Amendment and Restatement Agreement, dated as of May 22, 2020, by and among CEMEX S.A.B. de C.V. and certain of its subsidiaries, the financial institutions named therein as Original Lenders, Citibank Europe, plc, UK Branch, as Agent, and Wilmington Trust (London) Limited, as Security Agent, relating to the Facilities Agreement, dated July 19, 2017.(l)
4.24	Amendment and Restatement Agreement, dated as of October 13, 2020, by and among CEMEX S.A.B. de C.V. and certain of its subsidiaries, the financial institutions named therein as Original Lenders, Citibank Europe, plc, UK Branch, as Agent, and Wilmington Trust (London) Limited, as Security Agent, relating to the Facilities Agreement, dated July 19, 2017.(l)
4.29	Indenture, dated as of January 12, 2021, among CEMEX, S.A.B. de C.V., the guarantors listed therein, and The Bank of New York Mellon, as trustee, in connection with the issuance of $1,750,000,000 aggregate principal amount of 3.875% Senior Secured Notes due 2031.(l)
4.30	English Translation of Accession Deed, dated January 15, 2021, issued by The Bank of New York Mellon, as Trustee, and CEMEX España, S.A., concerning the shares of CEMEX España, S.A. relating to the issuance by CEMEX, S.A.B. de C.V. of $1,750,000,000 aggregate principal amount of 3.875% Senior Secured Notes due 2031.(l)

8.1	List of subsidiaries of CEMEX, S.A.B. de C.V.(l)
12.1	Certification of the Principal Executive Officer of CEMEX, S.A.B. de C.V. pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.(l)
12.2	Certification of the Principal Financial Officer of CEMEX, S.A.B. de C.V. pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.(l)
13.1	Certification of the Principal Executive and Financial Officers of CEMEX, S.A.B. de C.V. pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.(l)
14.1	Consent of KPMG Cárdenas Dosal, S.C. to the incorporation by reference into the effective registration statements of CEMEX, S.A.B. de C.V. under the Securities Act of their report with respect to the consolidated financial statements of CEMEX, S.A.B. de C.V., which appears in this annual report.(l)
15.1	Mine safety and health administration safety data.(l)
101. INS	XBRL Instance Document.(l)
101. SCH	XBRL Taxonomy Extension Schema Document.(l)
101. CAL	XBRL Taxonomy Extension Calculation Linkbase Document.(l)
101. LAB	XBRL Taxonomy Extension Label Linkbase Document.(l)
101. PRE	XBRL Taxonomy Extension Presentation Linkbase Document.(l)
101. DEF	XBRL Taxonomy Extension Definition Document.(l)

(a) Incorporated by reference to the Registration Statement on Form F-4 of CEMEX, S.A.B. de C.V. (Registration No. 333-10682), filed with the SEC on August 10, 1999.
(b) Incorporated by reference to the 2009 annual report on Form 20-F of CEMEX, S.A.B. de C.V. filed with the SEC on June 30, 2010.
(c) Incorporated by reference to the 2012 annual report on Form 20-F of CEMEX, S.A.B. de C.V. filed with the SEC on April 23, 2013.
(d) Incorporated by reference to the 2013 annual report on Form 20-F of CEMEX, S.A.B. de C.V. filed with the SEC on April 28, 2014.
(e) Incorporated by reference to the Registration Statement on Form F-6 of CEMEX, S.A.B. de C.V. (Registration No. 333-174743), filed with the SEC on June 6, 2011.
(f) Incorporated by reference to the 2014 annual report on Form 20-F of CEMEX, S.A.B. de C.V. filed with the SEC on April 27, 2015.
(g) Incorporated by reference to the 2015 annual report on Form 20-F of CEMEX, S.A.B. de C.V. filed with the SEC on April 22, 2016.
(h) Incorporated by reference to the 2016 annual report on Form 20-F of CEMEX, S.A.B. de C.V. filed with the SEC on April 28, 2017.
(i) Incorporated by reference to the 2017 annual report on Form 20-F of CEMEX, S.A.B. de C. V. filed with the SEC on April 30, 2018.
(j) Incorporated by reference to the 2018 annual report on Form 20-F of CEMEX, S.A.B. de C. V. filed with the SEC on April 25, 2019.
(k) Incorporated by reference to the 2019 annual report on Form 20-F of CEMEX, S.A.B. de C. V. filed with the SEC on April 29, 2020.
(l) Filed herewith.
(p) This was a paper filing, and it is not available on the SEC website.

In reviewing the agreements included as exhibits to this annual report, please remember they are included to provide you with information regarding their terms and are not intended to provide any other factual or disclosure information about us or the other parties to the agreements.

The agreements may contain representations and warranties by each of the parties to the applicable agreement. These representations and warranties have been made solely for the benefit of the other parties to the applicable agreement and:

- should not in all instances be treated as categorical statements of fact, but rather as a way of allocating the risk to one of the parties if those statements prove to be inaccurate;
- have been qualified by disclosures that were made to the other party in connection with the negotiation of the applicable agreement, which disclosures are not necessarily reflected in the agreement;
- may apply standards of materiality in a way that is different from what may be viewed as material to you or other investors; and
- were made only as of the date of the applicable agreement or such other date or dates as may be specified in the agreement and are subject to more recent developments.

Accordingly, these representations and warranties may not describe the actual state of affairs as of the date they were made or at any other time.

SIGNATURES

CEMEX, S.A.B. de C.V. hereby certifies that it meets all of the requirements for filing on Form 20-F and that it has duly caused and authorized the undersigned to sign this annual report on its behalf.

CEMEX, S.A.B. de C.V.

By: /s/ Fernando Ángel González Oliveri
Name: Fernando Ángel González Oliveri
Title: Chief Executive Officer

Date: April 23, 2021

INDEX TO AUDITED CONSOLIDATED FINANCIAL STATEMENTS

CEMEX, S.A.B. de C.V. and Subsidiaries:

CEMEX, S.A.B. DE C.V. AND SUBSIDIARIES
Consolidated Statements of Operations
(Millions of U.S. dollars, except for earnings per share)

	Notes		Years ended December 31, 2020	2019	2018
Revenues	**4**	$	12,970	13,130	13,531
Cost of sales	**3.16**		(8,791)	(8,825)	(8,849)
Gross profit			**4,179**	**4,305**	**4,682**
Operating expenses	**3.16, 6**		(2,836)	(2,972)	(2,979)
Operating earnings before other expenses, net	**3.1**		**1,343**	**1,333**	**1,703**
Other expenses, net	**7**		(1,779)	(347)	(296)
Operating earnings (loss)			**(436)**	**986**	**1,407**
Financial expense	**8.1, 17**		(777)	(711)	(722)
Financial income and other items, net	**8.2**		(110)	(71)	(2)
Share of profit of equity accounted investees	**14.1**		49	49	34
Earnings (loss) before income tax			**(1,274)**	**253**	**717**
Income tax	**20**		(52)	(162)	(224)
Net income (loss) from continuing operations			**(1,326)**	**91**	**493**
Discontinued operations	**5.2**		(120)	88	77
CONSOLIDATED NET INCOME (LOSS)			**(1,446)**	**179**	**570**
Non-controlling interest net income			21	36	42
CONTROLLING INTEREST NET INCOME (LOSS)		$	**(1,467)**	**143**	**528**
Basic earnings (loss) per share	**23**	$	**(0.0332)**	**0.0031**	**0.0114**
Basic earnings (loss) per share from continuing operations	**23**	$	**(0.0305)**	**0.0012**	**0.0098**
Diluted earnings (loss) per share	**23**	$	**(0.0332)**	**0.0031**	**0.0114**
Diluted earnings (loss) per share from continuing operations	**23**	$	**(0.0305)**	**0.0012**	**0.0098**

The accompanying notes are part of these consolidated financial statements.

CEMEX, S.A.B. DE C.V. AND SUBSIDIARIES
Consolidated Statements of Comprehensive Income (Loss)
(Millions of U.S. dollars)

	Notes		Years ended December 31, 2020	2019	2018
CONSOLIDATED NET INCOME (LOSS)		$	**(1,446)**	**179**	**570**
Items that will not be reclassified subsequently to the statement of operations					
Net actuarial gains (losses) from remeasurements of defined benefit pension plans	**19**		(199)	(210)	176
Effects from strategic equity investments	**14.2**		—	(8)	(3)
Income tax recognized directly in other comprehensive income	**20**		41	29	(31)
			(158)	(189)	142
Items that are or may be reclassified subsequently to the statement of operations					
Derivative financial instruments designated as cash flow hedges	**17.4**		(5)	(137)	(119)
Currency translation results of foreign subsidiaries	**21.2**		(204)	60	(91)
Income tax recognized directly in other comprehensive income	**20**		19	49	43
			(190)	(28)	(167)
Total items of other comprehensive income, net			(348)	(217)	(25)
TOTAL COMPREHENSIVE INCOME (LOSS)			**(1,794)**	**(38)**	**545**
Non-controlling interest comprehensive income (loss)			(181)	(69)	1
CONTROLLING INTEREST COMPREHENSIVE INCOME (LOSS)		$	**(1,613)**	**31**	**544**

The accompanying notes are part of these consolidated financial statements.

CEMEX, S.A.B. DE C.V. AND SUBSIDIARIES
Consolidated Statements of Financial Position
(Millions of U.S. dollars)

	Notes		December 31, 2020	2019
ASSETS				
CURRENT ASSETS				
Cash and cash equivalents	**9**	$	950	788
Trade accounts receivable	**10**		1,533	1,521
Other accounts receivable	**11**		477	325
Inventories	**12**		971	989
Assets held for sale	**13.1**		187	839
Other current assets	**13.2**		117	117
Total current assets			4,235	4,579
NON-CURRENT ASSETS				
Equity accounted investees	**14.1**		510	481
Other investments and non-current accounts receivable	**14.2**		275	236
Property, machinery and equipment, net and assets for the right-of-use, net	**15**		11,413	11,850
Goodwill and intangible assets, net	**16**		10,252	11,590
Deferred income tax assets	**20.2**		740	627
Total non-current assets			23,190	24,784
TOTAL ASSETS		$	**27,425**	**29,363**
LIABILITIES AND STOCKHOLDERS' EQUITY				
CURRENT LIABILITIES				
Current debt	**17.1**	$	179	62
Other financial obligations	**17.2**		879	1,381
Trade payables			2,571	2,526
Income tax payable			445	219
Other current liabilities	**18.1**		1,272	1,184
Liabilities directly related to assets held for sale	**13.1**		6	37
Total current liabilities			5,352	5,409
NON-CURRENT LIABILITIES				
Non-current debt	**17.1**		9,160	9,303
Other financial obligations	**17.2**		967	1,044
Employee benefits	**19**		1,339	1,138
Deferred income tax liabilities	**20.2**		658	720
Other non-current liabilities	**18.2**		997	925
Total non-current liabilities			13,121	13,130
TOTAL LIABILITIES			**18,473**	**18,539**
STOCKHOLDERS' EQUITY				
Controlling interest:				
Common stock and additional paid-in capital	**21.1**		7,893	10,424
Other equity reserves	**21.2**		(2,453)	(2,724)
Retained earnings	**21.3**		2,635	1,621
Total controlling interest			8,075	9,321
Non-controlling interest and perpetual debentures	**21.4**		877	1,503
TOTAL STOCKHOLDERS' EQUITY			**8,952**	**10,824**
TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY		$	**27,425**	**29,363**

The accompanying notes are part of these consolidated financial statements.

CEMEX, S.A.B. DE C.V. AND SUBSIDIARIES
Consolidated Statements of Cash Flows
(Millions of U.S. dollars)

	Notes		Years ended December 31, 2020	2019	2018
OPERATING ACTIVITIES					
Consolidated net income (loss)		$	**(1,446)**	**179**	**570**
Discontinued operations			**(120)**	**88**	**77**
Net income (loss) from continuing operations			**(1,326)**	**91**	**493**
Non-cash items:					
Depreciation and amortization of assets	**6**		1,117	1,045	982
Impairment losses of longed-lived assets	**7**		1,520	64	62
Share of profit of equity accounted investees	**14.1**		(49)	(49)	(34)
Results on sale of subsidiaries, other disposal groups and others			(4)	(49)	(13)
Financial expense, financial income and other items, net			887	782	724
Income taxes	**20**		52	162	224
Changes in working capital, excluding income taxes			197	98	(55)
Cash flow provided by operating activities from continuing operations			**2,394**	**2,144**	**2,383**
Interest and coupons on perpetual debentures paid	**21.4**		(703)	(694)	(741)
Income taxes paid			(128)	(168)	(207)
Net cash flow provided by operating activities from continuing operations			**1,563**	**1,282**	**1,435**
Net cash flow provided by operating activities from discontinued operations			**15**	**71**	**132**
Net cash flows provided by operating activities			**1,578**	**1,353**	**1,567**
INVESTING ACTIVITIES					
Purchase of property, machinery and equipment, net	**15**		(538)	(651)	(601)
Disposal (acquisition) of subsidiaries and other disposal groups, net	**5, 14.1**		628	500	(26)
Intangible assets	**16**		(53)	(116)	(187)
Non-current assets and others, net			51	5	(1)
Net cash flows used in investing activities			**88**	**(262)**	**(815)**
FINANCING ACTIVITIES					
Proceeds from new debt instruments	**17.1**		4,210	3,331	2,325
Debt repayments	**17.1**		(4,572)	(3,284)	(2,745)
Other financial obligations, net	**17.2**		(794)	(233)	(578)
Shares repurchase program	**21.1**		(83)	(50)	(75)
Decrease in non-controlling interests	**21.4**		(105)	(31)	—
Derivative financial instruments			12	(56)	20
Securitization of trade receivables			(26)	(6)	32
Dividends paid			—	(150)	—
Non-current liabilities, net			(138)	(96)	(142)
Net cash flows used in financing activities			**(1,496)**	**(575)**	**(1,163)**
Increase (decrease) in cash and cash equivalents from continuing operations			155	445	(543)
Increase in cash and cash equivalents from discontinued operations			15	71	132
Foreign currency translation effect on cash			(8)	(37)	21
Cash and cash equivalents at beginning of period			788	309	699
CASH AND CASH EQUIVALENTS AT END OF PERIOD	**9**	$	**950**	**788**	**309**
Changes in working capital, excluding income taxes:					
Trade receivables			$25	(8)	15
Other accounts receivable and other assets			(22)	33	(82)
Inventories			24	96	(148)
Trade payables			20	(41)	231
Other accounts payable and accrued expenses			150	18	(71)
Changes in working capital, excluding income taxes		$	**197**	**98**	**(55)**

The accompanying notes are part of these consolidated financial statements.

CEMEX, S.A.B. DE C.V. AND SUBSIDIARIES
Statements of Changes in Stockholders' Equity
(Millions of U.S. dollars)

	Notes		Common stock	Additional paid-in capital	Other equity reserves	Retained earnings	Total controlling interest	Non-controlling interest	Total stockholders' equity
Balance as of January 1, 2018		$	**318**	**9,979**	**(2,385)**	**1,094**	**9,006**	**1,571**	**10,577**
Net income for the period			—	—	—	528	528	42	570
Other comprehensive income (loss) for the period	**21.2**		—	—	16	—	16	(41)	(25)
Total other comprehensive income (loss) for the period			—	—	16	528	544	1	545
Own shares purchased under share repurchase program	**21.1**		—	—	(75)	—	(75)	—	(75)
Share-based compensation	**22**		—	34	1	—	35	—	35
Coupons paid on perpetual debentures			—	—	(29)	—	(29)	—	(29)
Balance as of December 31, 2018			**318**	**10,013**	**(2,472)**	**1,622**	**9,481**	**1,572**	**11,053**
Effects from adoption of IFRIC 23			—	—	—	6	6	—	6
Balance as of January 1, 2019			**318**	**10,013**	**(2,472)**	**1,628**	**9,487**	**1,572**	**11,059**
Net income for the period			—	—	—	143	143	36	179
Other comprehensive income (loss) for the period			—	—	(112)	—	(112)	(105)	(217)
Total other comprehensive income (loss) for the period	**21.2**		—	—	(112)	143	31	(69)	(38)
Dividends	**21.1**		—	—	—	(150)	(150)	—	(150)
Effects of mandatorily convertible securities			—	151	(151)	—	—	—	—
Own shares purchased under share repurchase program	**21.1**		—	(75)	25	—	(50)	—	(50)
Share-based compensation	**22**		—	17	15	—	32	—	32
Coupons paid on perpetual debentures			—	—	(29)	—	(29)	—	(29)
Balance as of December 31, 2019			**318**	**10,106**	**(2,724)**	**1,621**	**9,321**	**1,503**	**10,824**
Net loss for the period			—	—	—	(1,467)	(1,467)	21	(1,446)
Other comprehensive income (loss) for the period			—	—	(146)	—	(146)	(202)	(348)
Total of other comprehensive income (loss) for the period	**21.2**		—	—	(146)	(1,467)	(1,613)	(181)	(1,794)
Own shares purchased under share repurchase program	**21.1**		—	(50)	(33)	—	(83)	—	(83)
Restitution of retained earnings	**21.3**		—	(2,481)	—	2,481	—	—	—
Changes in non-controlling interest	**21.4**		—	—	445	—	445	(445)	—
Share-based compensation	**22**		—	—	29	—	29	—	29
Coupons paid on perpetual debentures			—	—	(24)	—	(24)	—	(24)
Balance as of December 31, 2020		$	**318**	**7,575**	**(2,453)**	**2,635**	**8,075**	**877**	**8,952**

The accompanying notes are part of these consolidated financial statements.

CEMEX, S.A.B. DE C.V. AND SUBSIDIARIES
Notes to the Consolidated Financial Statements
As of December 31, 2020, 2019 and 2018
(Millions of U.S. dollars)

1) DESCRIPTION OF BUSINESS

CEMEX, S.A.B. de C.V., founded in 1906, is a publicly traded variable stock corporation *(Sociedad Anónima Bursátil de Capital Variable)* organized under the laws of the United Mexican States, or Mexico, and is a holding company (parent) of entities whose main activities are oriented to the construction industry, through the production, marketing, sale and distribution of cement, ready-mix concrete, aggregates and other construction materials and services. In addition, CEMEX, S.A.B. de C.V. performs substantially all business and operational activities in Mexico.

The shares of CEMEX, S.A.B. de C.V. are listed on the Mexican Stock Exchange ("MSE") as Ordinary Participation Certificates ("CPOs") under the symbol "CEMEXCPO". Each CPO represents two series "A" shares and one series "B" share of common stock of CEMEX, S.A.B. de C.V. In addition, CEMEX, S.A.B. de C.V.'s shares are listed on the New York Stock Exchange ("NYSE") as *American Depositary Shares* ("ADSs") under the symbol "CX." Each ADS represents ten CPOs.

The terms "CEMEX, S.A.B. de C.V." and/or the "Parent Company" used in these accompanying notes to the financial statements refer to CEMEX, S.A.B. de C.V. without its consolidated subsidiaries. The terms the "Company" or "CEMEX" refer to CEMEX, S.A.B. de C.V. together with its consolidated subsidiaries.

The issuance of these consolidated financial statements was authorized by the Board of Directors of CEMEX, S.A.B. de C.V. on February 3, 2021 considering the favorable recommendation of its Audit Committee. These financial statements were approved by the Annual General Ordinary Shareholders' Meeting of the Parent Company on March 25, 2021.

2) RELEVANT EVENT DURING THE PERIOD AND AS OF THE ISSUANCE DATE OF THE FINANCIAL STATEMENTS

COVID-19 Pandemic

On March 11, 2020, the World Health Organization declared the outbreak of the novel spread of the Coronavirus SARS-CoV-2 that produces the disease called COVID-19 as a pandemic (the "COVID-19 Pandemic"). At different points in time since the outbreak of the COVID-19 Pandemic, according to and in compliance with the containment measures enacted and implemented by local governments, certain of CEMEX's cement, ready-mix concrete and aggregates operating facilities in different parts of the world have operated with reduced volumes and, in some cases, have temporarily halted operations considering the effects of the COVID-19 Pandemic. This situation has had the following implications for the Company's business units: (i) temporary restrictions on, or suspended access to, or shutdown, or suspension or the halt of, its manufacturing facilities, personnel shortages, production slowdowns or stoppages and disruptions in the delivery systems; (ii) disruptions or delays in the supply chains, including shortages of materials, products and services on which the Company and its businesses depend; (iii) reduced availability of land and sea transport, including labor shortages, logistics constraints and increased border controls or closures; (iv) increased cost of materials, products and services on which the Company and its businesses depend; (v) reduced investor confidence and consumer spending in the countries where the Company operates; as well as (vi) a general slowdown in economic activity, including construction, and a decrease in demand for the Company's products and services and industry demand generally.

From the beginning of the COVID-19 Pandemic and attending official dispositions, CEMEX has implemented strict hygiene, sanitary and security measures guidelines in all its operations and modified its manufacturing, selling and distributions processes to implement physical distancing, aiming to protect the health and safety of its

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(Millions of U.S. dollars)

COVID-19 Pandemic — continued

employees and their families, customers and communities. CEMEX's operations have been affected to different degrees. In this respect, for the year 2020, since the start of the COVID-19 Pandemic, CEMEX has identified incremental costs and expenses associated with implementing and maintaining the measures of $48 (note 7).

CEMEX's most important segments are, or have been, affected as follows:

- In Mexico, in accordance with technical guidelines set by the government, CEMEX had initially announced on April 6, 2020, that the Company would temporarily halt all production and certain related activities in Mexico until April 30, 2020. Moreover, on April 7, 2020, CEMEX announced that the Company was permitted to resume production and related activities in Mexico to support the development of sectors designated as essential by the government during the COVID-19 Pandemic. In addition, beginning on May 14, 2020 the reopening of social, educational and economic activities were allowed, therefore, companies dedicated to construction and mining industry activities were able to resume full operations as long they complied with the applicable health and safety protocols and guidelines established by the government, as these were considered, and continued to be considered, essential activities during the current COVID-19 Pandemic health emergency in Mexico. No additional official decrees have been issued requiring the construction industry in Mexico to halt all or part of its operations.
- In the United States, except for a few ready-mix concrete plants in the San Francisco area that were temporarily shut down, all sites that were operational before the COVID-19 Pandemic are active. During November and December of 2020, certain States in the United States continued to implement certain degrees of lockdowns, which may have an impact on our operations and demand for our products and services.
- In CEMEX's Europe, Middle East, Africa and Asia ("EMEAA") region, the main effects have been experienced in Spain, the Philippines and the United Arab Emirates, where operations either operated on a limited basis or were temporarily halted. However, CEMEX's operations in the EMEAA region in general have not been halted. Other countries have experienced negative effects on the market side, with drops in demand resulting in some temporary site closures. During November and December of 2020, certain countries like France, Germany and the United Kingdom continued to implement certain degrees of lockdowns, which may have an impact on our operations and demand for our products and services.
- In most of CEMEX's South America, Central America and Caribbean region, considering governmental requirements, the Company's operations were temporarily affected. In Colombia, CEMEX temporarily halted production and related activities beginning on March 25, 2020. partially resuming from April 13 to April 27, 2020 to attend certain allowed needs. Beginning on April 27, 2020 the supply of material and supplies for infrastructure works, public works and general construction was permitted. In Panama, the closing of the Company's operations was initially effective from March 25, 2020 through May 24, 2020, partially resuming for certain approved activities and finally, on September 4, 2020, the supply for construction works in general was allowed. In Trinidad and Tobago and Barbados operations were temporarily halted from the last week of March until May 14, 2020.

The implications negatively affected CEMEX's financial situation and results of operations, mostly during the second quarter. During the year ended December 31, 2020, consolidated revenues decreased by 1.2% against the previous year, caused by several factors such as the decrease in sales volumes from reduced operations, as well as by the devaluation of several currencies during the period against the U.S. dollar and the intensification of competitive dynamics in some countries, among others. This decrease in revenues was partially offset by a

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COVID-19 Pandemic — continued

reduction in cost of sales and operating costs and expenses, which decreased 0.4% and 4.6%, respectively, during the same period, because of reduced operations but also considering the strict control of expenditures. During 2020, the Company's Operating EBITDA (operating earnings before other expenses, net, plus depreciation and amortization expenses) increased by 0.3% compared to the previous year (note 4B). In addition, considering the negative effects of the COVID-19 Pandemic and its impact on the valuation of the Company's assets as well as the future operating plans for certain assets, in the year ended December 31, 2020, CEMEX recognized non-cash impairment losses of certain fixed assets, related operating permits and goodwill for an aggregate amount of $1,520 (notes 7, 15.1 and 16.2).

A recent World Economic Outlook report published by the International Monetary Fund, states that the COVID-19 Pandemic and its effects on supply chains, global trade, mobility of persons, business continuity, lower demand for goods and services and oil prices, have significantly increased the risk of a deep global recession and projects the global economy to contract sharply. Even though some governments and central banks have implemented monetary and fiscal policies to curb the potential adverse effects on economies and financial markets, these measures may vary by country and may not be enough to deter material adverse economic and financial effects. Even if the most severe restrictive measures have been lifted, the Company considers nonetheless that the construction activity across most of the markets in which it operates will continue to be adversely affected during some time, before returning to pre-COVID-19 Pandemic levels. The degree to which the COVID-19 Pandemic continues to affect the Company's liquidity, financial condition and results of operations will depend on future developments, some of which are highly uncertain and cannot be predicted, including, but not limited to, the duration and continued spread of the outbreak, its severity, the actions to contain the virus or treat its impact, and to how fast and to which extent the economic and operational conditions can return, within a new normality with limited activities, until medicines, vaccines and other treatments against the virus are authorized, produced, distributed and accessible to the general public in the countries in which the Company operates, and also to a degree, how much of the world's population is willing to receive the vaccines.

The Company considers that, if the duration of the COVID-19 Pandemic is extended and/or its negative impacts return or are extended, as applicable, there could be significant negative effects or significant negative effects could be repeated in the future, mainly in connection with: (i) increases in estimated credit losses on trade accounts receivable (note 10); (ii) impairment of long-lived assets including goodwill (notes 16.2); (iii) foreign exchange losses related to CEMEX's obligations denominated in foreign currency; (iv) new disruptions in the supply chains; and (v) liquidity risks to meet the Company's short-term operational and financial obligations. The most relevant aspects regarding the potential negative effects mentioned above as of the date of approval of these consolidated financial statements as of December 31, 2020 are disclosed in the explanatory notes.

CEMEX dealt with liquidity risks during the deepest phase of suspension of activities within the COVID-19 Pandemic, maintaining sufficient cash, to the extent possible, by means of obtaining financing in the bonds market and with commercial banks. From March through September 2020, CEMEX issued notes, negotiated new loans and borrowed from its committed lines of credit a total of $3,478, of which, as of December 31, 2020 an aggregate of $2,785 had been repaid. In addition, CEMEX, S.A.B. de C.V. suspended its share repurchase program and did not pay dividends during 2020. The Company projects it will continue to generate sufficient cash flows from operations, which would enable the Company to meet its current obligations. Moreover, as of December 31, 2020, CEMEX has $1,121 available on its committed revolving line of credit (note 17.1).

In other measures, beginning on April 8, 2020 and for the rest of 2020: a) all capital expenditures not associated with the management of the COVID-19 Pandemic were suspended; b) operating expenses were incurred strictly

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COVID-19 Pandemic — continued

according to the Company's markets evolution and demand; c) the Company produced, to the extent permitted by quarantine measures, only the volume of products that markets demanded; and d) all corporate and global network activities not related to managing the COVID-19 crisis and basic operations were suspended. Moreover, to support the Company's liquidity, CEMEX took the following temporary measures; starting May 1st, 2020 and for a 90-day period and subject to all applicable laws and regulations, CEMEX, S.A.B. de C.V.'s Chairman of the Board of Directors, Chief Executive Officer and the members of our Executive Committee agreed to forgo 25% of their salaries; the members of the Board of Directors of CEMEX, S.A.B. de C.V. agreed to forgo 25% of their remuneration (including with respect to the meetings that took place in April 2020); certain senior executives accepted to voluntarily forgo 15% of their monthly salaries during May, June and July 2020; and CEMEX asked other salaried employees to voluntarily defer 10% of their monthly salary during the same three-month period, with the deferred amount scheduled to be paid in full during December 2020. For hourly employees, where applicable, CEMEX worked to mitigate the effects on jobs derived from any operational shutdowns due to demand contraction or government measures derived from the COVID-19 Pandemic and economic crisis. During November 2020, all amounts forgone and/or deferred were fully reimbursed to all employees, executives and members of the Board of Directors of the Parent Company.

3) SIGNIFICANT ACCOUNTING POLICIES

3.1) BASIS OF PRESENTATION AND DISCLOSURE

The consolidated financial statements as of December 31, 2020 and 2019 and for the years ended December 31, 2020, 2019 and 2018, were prepared in accordance with International Financial Reporting Standards ("IFRS") as issued by the International Accounting Standards Board ("IASB").

Presentation currency and definition of terms

The consolidated financial statements and the accompanying notes are presented in dollars of the United States of America ("United States"), except when specific reference is made to a different currency. When reference is made to U.S. dollars or "$" it means dollars of the United States. All amounts in the financial statements and the accompanying notes are stated in millions, except when references are made to earnings per share and/or prices per share. When reference is made to "Ps" or "pesos", it means Mexican pesos. When reference is made to "€" or "euros," it means the currency in circulation in a significant number of European Union ("EU") countries. When reference is made to "£" or "pounds", it means British pounds sterling. When it is deemed relevant, certain amounts in foreign currency presented in the notes to the financial statements include between parentheses a convenience translation into dollars and/or into pesos, as applicable. Previously reported convenience translations of prior years are not restated unless the transaction is still outstanding, in which case those are restated using the closing exchange rates as of the reporting date. These translations should not be construed as representations that the amounts in dollars or pesos, as applicable, represent those dollar or peso amounts or could be converted into dollar or peso at the rate indicated.

Amounts disclosed in the notes in connection with outstanding tax and/or legal proceedings (notes 20.4 and 25), which are originated in jurisdictions where currencies are different from the dollar, are presented in dollar equivalents as of the closing of the most recent year presented. Consequently, without any change in the original currency, such dollar amounts will fluctuate over time due to changes in exchange rates.

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Discontinued operations (note 5.2)

Considering the disposal of entire reportable operating segments as well as the sale of significant businesses, CEMEX's Statements of Operations present in the single line item of "Discontinued operations," the results of: a) the assets sold in the United Kingdom for the period from January 1 to August 3, 2020 and for the years 2019 and 2018; b) the assets sold in the United States for the period from January 1 to March 3, 2020 and for the years 2019 and 2018; c) the white cement business held for sale in Spain for the years 2020, 2019 and 2018, d) the French assets sold for the period from January 1 to June 28, 2019 and for the year 2018, e) the German assets sold for the period from January 1 to May 31, 2019 and for the year 2018, f) the Baltic and Nordic businesses sold for the period from January 1 to March 29, 2019 and for the year 2018, and g) the operating segment in Brazil sold for the period from January 1 to September 27, 2018.

Statements of operations

CEMEX includes the line item titled "Operating earnings before other expenses, net" considering that it is a relevant operating measure for CEMEX's management. The line item "Other expenses, net" consists primarily of revenues and expenses not directly related to CEMEX's main activities, including impairment losses of long-lived assets, results on disposal of assets and restructuring costs, among others (note 7). Under IFRS, the inclusion of certain subtotals such as "Operating earnings before other expenses, net" and the display of the statement of operations vary significantly by industry and company according to specific needs.

Considering that it is an indicator of CEMEX's ability to internally fund capital expenditures and to measure its ability to service or incur debt under its financing agreements, for purposes of notes 5.3 and 17, CEMEX presents "Operating EBITDA" (operating earnings before other expenses, net, plus depreciation and amortization). This is not an indicator of CEMEX's financial performance, an alternative to cash flows, a measure of liquidity or comparable to other similarly titled measures of other companies. In addition, this indicator is used by CEMEX's management for decision-making purposes.

Statements of cash flows

The statements of cash flows exclude the following transactions that did not represent sources or uses of cash:

Financing activities:

- In 2020, 2019 and 2018, the increases in other financing obligations in connection with lease contracts negotiated during the year for $213, $274 and $296, respectively (note 17.2); and
- In 2020, 2019 and 2018, in connection with the CPOs issued as part of the executive share-based compensation programs (note 22), the total increases in equity for $29 in 2020, $17 in 2019 and $34 in 2018.

Investing activities:

- In 2020, 2019 and 2018, in connection with the leases negotiated during the year, the increases in assets for the right-of-use related to lease contracts for $213, $274 and $296, respectively (note 15.2).

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Newly issued IFRS adopted in the reported periods

There were new standards, interpretations and standard amendments adopted as of January 1, 2020 and 2019 prospectively, that did not result in any material impact on CEMEX´s results or financial position, and which are explained as follows:

Standard	Main topic
IFRIC 23, *Uncertainty over income tax treatments* (note 20.4)	Based on IFRIC 23, the income tax effects from an uncertain tax position are recognized when it is probable that the position will be sustained based on its technical merits and assuming that the tax authorities will examine each position and have full knowledge of all relevant information. For each position is considered individually its probability, regardless of its relation to any other broader tax settlement. The probability threshold represents a positive assertion by management that CEMEX is entitled to the economic benefits of a tax position. If a tax position is considered not probable of being sustained, no benefits of the position are recognized. Interest and penalties related to unrecognized tax benefits are recorded as part of the income tax in the consolidated statements of operations. The adoption effect of IFRIC 23 credited to retained earnings as of January 1, 2019 was $6.
Amendments to IFRS 16, *Leases, COVID-19-related rent concessions*	Beginning on or after June 1, 2020, the amendment provides lessees with an exemption from assessing whether a COVID-19-related rent concession is a lease modification.
Amendments to IFRS 3, *Business combinations*	The amendments definition of a business requires that an acquisition include an input and a substantive process that together contribute significantly to the ability to create outputs. The definition of the term “outlets” is modified to focus on goods and services provided to customers, generating investment income and other income, and excludes returns in the form of lower costs and other economic benefits. The modifications are likely to result in more acquisitions being accounted for as asset acquisitions.
Amendments to IAS 1, *Presentation of Financial Statements* and IAS 8 *Accounting Policies, Changes in Accounting Estimates and Errors*	The amendments use a coherent definition of materiality throughout the International Financial Reporting Standards and the Conceptual Framework for Financial Reporting, clarify when information is material and incorporate some of the guidance in IAS 1 on non-material information.
Amendments to IFRS 9, IAS 39 and IFRS 7 — *The Reform of the Reference Interest Rates*	The amendments refer to the replacement of the Interbank Reference Rates (IBOR) and provide temporary relief to continue applying hedge accounting during the period of uncertainty before its replacement by an alternate quasi risk-free rate.

3.2) PRINCIPLES OF CONSOLIDATION

The consolidated financial statements include those of CEMEX, S.A.B. de C.V. and those of the entities in which the Parent Company exercises control, including structured entities (special purpose entities), by means of which

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Principles of consolidation — continued

the Parent Company, directly or indirectly, is exposed, or has rights, to variable returns from its involvement with the investee, and has the ability to affect those returns through its power over the investee's relevant activities. Balances and operations between related parties are eliminated in consolidation.

Investments are accounted for by the equity method when CEMEX has significant influence which is generally presumed with a minimum equity interest of 20%. The equity method reflects in the financial statements, the investee's original cost and CEMEX's share of the investee's equity and earnings after acquisition. The financial statements of joint ventures, which relate to those arrangements in which CEMEX and other third-party investors have joint control and have rights to the net assets of the arrangements, are recognized under the equity method. During the reported periods, CEMEX did not have joint operations, referring to those cases in which the parties that have joint control of the arrangement have rights over specific assets and obligations for specific liabilities relating to the arrangements. The equity method is discontinued when the carrying amount of the investment, including any long-term interest in the investee or joint venture, is reduced to zero, unless CEMEX has incurred or guaranteed additional obligations of the investee or joint venture.

3.3) USE OF ESTIMATES AND CRITICAL ASSUMPTIONS

The preparation of financial statements in accordance with IFRS requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, and the disclosure of contingent assets and liabilities at the date of the financial statements, as well as the reported amounts of revenues and expenses during the period. These assumptions are reviewed on an ongoing basis using available information. Actual results could differ from these estimates. The items subject to significant estimates and assumptions by management include impairment tests of long-lived assets, recognition of deferred income tax assets, as well as the measurement of financial instruments at fair value, and the assets and liabilities related to employee benefits. Significant judgment is required by management to appropriately assess the amounts of these concepts.

3.4) FOREIGN CURRENCY TRANSACTIONS AND TRANSLATION OF FOREIGN CURRENCY FINANCIAL STATEMENTS

Transactions denominated in foreign currencies are recorded in the functional currency at the exchange rates prevailing on the dates of their execution. Monetary assets and liabilities denominated in foreign currencies are translated into the functional currency at the exchange rates prevailing at the statement of financial position date, and the resulting foreign exchange fluctuations are recognized in earnings, except for exchange fluctuations arising from: 1) foreign currency indebtedness associated with the acquisition of foreign entities; and 2) fluctuations associated with related parties' balances denominated in foreign currency, whose settlement is neither planned nor likely to occur in the foreseeable future and as a result, such balances are of a permanent investment nature. These fluctuations are recorded against "Other equity reserves", as part of the foreign currency translation adjustment (note 21.2) until the disposal of the foreign net investment, at which time, the accumulated amount is recognized through the statement of operations as part of the gain or loss on disposal.

The financial statements of foreign subsidiaries, as determined using their respective functional currency, are translated to U.S. dollars at the closing exchange rate for statement of financial position accounts and at the closing exchange rates of each month within the period for statements of operations accounts. The functional currency is that in which each consolidated entity primarily generates and expends cash. The corresponding translation effect is included within "Other equity reserves" and is presented in the statement of other

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Foreign currency transactions and translation of foreign currency financial statements — continued

comprehensive income for the period as part of the foreign currency translation adjustment (note 21.2) until the disposal of the net investment in the foreign subsidiary.

Considering its integrated activities, for purposes of functional currency, the Parent Company is considered to have two divisions, one related with its financial and holding company activities, in which the functional currency is the dollar for all assets, liabilities and transactions associated with these activities, and another division related with the Parent Company's operating activities in Mexico, in which the functional currency is the peso for all assets, liabilities and transactions associated with these activities.

The most significant closing exchange rates for statement of financial position accounts and the approximate average exchange rates (as determined using the closing exchange rates of each month within the period) for income statement accounts for the main functional currencies to the U.S. dollar as of December 31, 2020, 2019 and 2018, were as follows:

	2020		2019		2018	
Currency	Closing	Average	Closing	Average	Closing	Average
Mexican peso	19.8900	21.5766	18.9200	19.3500	19.6500	19.2583
Euro	0.8183	0.8736	0.8917	0.8941	0.8727	0.8483
British Pound Sterling	0.7313	0.7758	0.7550	0.7831	0.7843	0.7521
Colombian Peso	3,433	3,730	3,277	3,300	3,250	2,972
Philippine Peso	48.0230	49.4944	50.6350	51.5650	52.5800	52.6925

3.5) CASH AND CASH EQUIVALENTS (note 9)

The balance in this caption is comprised of available amounts of cash and cash equivalents, mainly represented by highly liquid short-term investments, which are readily convertible into known amounts of cash, and which are not subject to significant risks of changes in their values, including overnight investments, which yield fixed returns and have maturities of less than three months from the investment date. These fixed-income investments are recorded at cost plus accrued interest. Accrued interest is included in the income statement as part of "Financial income and other items, net."

To the extent that any restriction will be lifted in less than three months from the statement of financial position reporting date, the amount of cash and cash equivalents in the statement of financial position includes restricted cash and investments, when applicable, comprised of deposits in margin accounts that guarantee certain of CEMEX's obligations, except when contracts contain provisions for net settlement, in which case, these restricted amounts of cash and cash equivalents are offset against the liabilities that CEMEX has with its counterparties. When the restriction period is greater than three months, any restricted balance of cash and investments is not considered cash equivalents and is included within short-term or long-term "Other accounts receivable," as appropriate.

3.6) FINANCIAL INSTRUMENTS

Classification and measurement of financial instruments

Financial assets are classified as "Held to collect" and measured at amortized cost when they meet both of the following conditions and are not designated as at fair value through profit or loss: a) are held within a business

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Classification and measurement of financial instruments — continued

model whose objective is to hold assets to collect contractual cash flows; and b) its contractual terms give rise on specified dates to cash flows that are solely payments of principal and interest on the principal amount outstanding. Amortized cost represents the net present value ("NPV") of the consideration receivable or payable as of the transaction date. This classification of financial assets comprises the following captions:

- Cash and cash equivalents (notes 3.5 and 9).
- Trade receivables, other current accounts receivable and other current assets (notes 10 and 11). Due to their short-term nature, CEMEX initially recognizes these assets at the original invoiced or transaction amount less expected credit losses, as explained below.
- Trade receivables sold under securitization programs, in which certain residual interest in the trade receivables sold in case of recovery failure and continued involvement in such assets is maintained, do not qualify for derecognition and are maintained in the statement of financial position (notes 10 and 17.2).
- Investments and non-current accounts receivable (note 14.2). Subsequent changes in effects from amortized cost are recognized in the income statement as part of "Financial income and other items, net".

Certain strategic investments are measured at fair value through other comprehensive income within "Other equity reserves" (note 14.2). CEMEX does not maintain financial assets "Held to collect and sell" whose business model has the objective of collecting contractual cash flows and then selling those financial assets.

The financial assets that are not classified as "Held to collect" or that do not have strategic characteristics fall into the residual category of held at fair value through the income statement as part of "Financial income and other items, net" (note 14.2).

Debt instruments and other financial obligations are classified as "Loans" and measured at amortized cost (notes 17.1 and 17.2). Interest accrued on financial instruments is recognized within "Other accounts payable and accrued expenses" against financial expense. During the reported periods, CEMEX did not have financial liabilities voluntarily recognized at fair value or associated with fair value hedge strategies with derivative financial instruments.

Derivative financial instruments are recognized as assets or liabilities in the statement of financial position at their estimated fair values, and the changes in such fair values are recognized in the income statement within "Financial income and other items, net" for the period in which they occur, except in the case of hedging instruments as described below (note 17.4).

Impairment of financial assets

Impairment losses of financial assets, including trade accounts receivable, are recognized using the Expected Credit Loss model ("ECL") for the entire lifetime of such financial assets on initial recognition, and at each subsequent reporting period, even in the absence of a credit event or if a loss has not yet been incurred, considering for their measurement past events and current conditions, as well as reasonable and supportable forecasts affecting collectability. For purposes of the ECL model of trade accounts receivable, CEMEX segments its accounts receivable in a matrix by country, type of client or homogeneous credit risk and days past due and determines for each segment an average rate of ECL, considering actual credit loss experience over the last 24 months and analyses of future delinquency, that is applied to the balance of the accounts receivable. The average ECL rate increases in each segment of days past due until the rate is 100% for the segment of 365 days or more past due.

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Costs incurred in the issuance of debt or borrowings

Direct costs incurred in debt issuances or borrowings, as well as debt refinancing or non-substantial modifications to debt agreements that did not represent an extinguishment of debt by considering that the holders and the relevant economic terms of the new instrument are not substantially different to the replaced instrument, adjust the carrying amount of the related debt and are amortized as interest expense as part of the effective interest rate of each instrument over its maturity. These costs include commissions and professional fees. Costs incurred in the extinguishment of debt, as well as debt refinancing or modifications to debt agreements, when the new instrument is substantially different from the old instrument according to a qualitative and quantitative analysis, are recognized in the income statement as incurred.

Leases (notes 3.8, 15 and 17.2)

At the inception of a lease contract, CEMEX assesses whether a contract is, or contains, a lease. A contract is, or contains, a lease if the contract conveys the right to control the use of an identified asset for a period in exchange for consideration. CEMEX uses the definition of a lease in IFRS 16, *Leases* ("IFRS 16") to assess whether a contract conveys the right to control the use of an identified asset.

Based on IFRS 16, leases are recognized as financial liabilities against assets for the right-of-use, measured at their commencement date as the net present value ("NPV") of the future contractual fixed payments, using the interest rate implicit in the lease or, if that rate cannot be readily determined, CEMEX´s incremental borrowing rate. CEMEX determines its incremental borrowing rate by obtaining interest rates from its external financing sources and makes certain adjustments to reflect the term of the lease, the type of the asset leased and the economic environment in which the asset is leased.

CEMEX does not separate the non-lease component from the lease component included in the same contract. Lease payments included in the measurement of the lease liability comprise contractual rental fixed payments, less incentives, fixed payments of non-lease components and the value of a purchase option, to the extent that option is highly probable to be exercised or is considered a bargain purchase option. Interest incurred under the financial obligations related to lease contracts is recognized as part of the "Interest expense" line item in the income statement.

At commencement date or on modification of a contract that contains a lease component, CEMEX allocates the consideration in the contract to each lease component based on their relative stand-alone prices. CEMEX applies the recognition exception for lease terms of 12 months or less and contracts of low-value assets and recognizes the lease payment of these leases as rental expense in the income statement over the lease term. CEMEX defined the lease contracts related to office and computer equipment as low-value assets.

The lease liability is measured at amortized cost using the effective interest method as payments are incurred and is remeasured when: a) there is a change in future lease payments arising from a change in an index or rate, b) if there is a change in the amount expected to be payable under a residual guarantee, c) if the Company changes its assessment of whether it will exercise a purchase, extension or termination option, or d) if there is a revised in-substance fixed lease payment. When the lease liability is remeasured, an adjustment is made to the carrying amount of the asset for the right-of-use or is recognized within "Financial income and other items, net" if such asset has been reduced to zero.

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Financial instruments with components of both liabilities and equity (note 17.2)

Financial instruments that contain components of both liability and equity, such as notes convertible into a fixed number of the issuer's shares and denominated its same functional currency, are accounted for by each component being recognized separately in the statement of financial position according to the specific characteristics of each transaction. In the case of instruments mandatorily convertible into shares of the issuer, the liability component represents the NPV of interest payments on the principal amount using a market interest rate, without assuming early conversion, and is recognized within "Other financial obligations," whereas the equity component represents the difference between the principal amount and the liability component, and is recognized within "Other equity reserves", net of commissions. In the case of instruments that are optionally convertible into a fixed number of shares, the equity component represents the difference between the total proceeds received for issuing the financial instruments and the fair value of the financial liability component (note 3.14). When the transaction is denominated in a currency different than the functional currency of the issuer, the conversion option is accounted for as a derivative financial instrument at fair value in the income statement.

Hedging instruments (note 17.4)

A hedging relationship is established to the extent the entity considers, based on the analysis of the overall characteristics of the hedging and hedged items, that the hedge will be highly effective in the future and the hedge relationship at inception is aligned with the entity's reported risk management strategy (note 17.5). The accounting categories of hedging instruments are: a) cash flow hedge; b) fair value hedge of an asset or forecasted transaction; and c) hedge of a net investment in a subsidiary.

In cash flow hedges, the effective portion of changes in fair value of derivative instruments are recognized in stockholders' equity within other equity reserves and are reclassified to earnings as the interest expense of the related debt is accrued, in the case of interest rate swaps, or when the underlying products are consumed in the case of contracts on the price of raw materials and commodities. In hedges of the net investment in foreign subsidiaries, changes in fair value are recognized in stockholders' equity as part of the foreign currency translation result within "Other equity reserves" (note 3.4), whose reversal to earnings would take place upon disposal of the foreign investment. During the reported periods, CEMEX did not have derivatives designated as fair value hedges. Derivative instruments are negotiated with institutions with significant financial capacity; therefore, CEMEX believes the risk of non-performance of the obligations agreed to by such counterparties to be minimal.

Embedded derivative financial instruments

CEMEX reviews its contracts to identify the existence of embedded derivatives. Identified embedded derivatives are analyzed to determine if they need to be separated from the host contract and recognized in the statement of financial position as assets or liabilities, applying the same valuation rules used for other derivative instruments.

Put options granted for the purchase of non-controlling interests

Under IFRS 9, represent agreements by means of which a non-controlling interest has the right to sell, at a future date using a predefined price formula or at fair market value, its shares in a consolidated subsidiary. When the obligation should be settled in cash or through the delivery of another financial asset, an entity should recognize a liability for the NPV of the redemption amount as of the reporting date against the controlling interest within

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Put options granted for the purchase of non-controlling interests — continued

stockholders' equity. A liability is not recognized under these agreements when the redemption amount is determined at fair market value at the exercise date and the entity has the election to settle using its own shares. As of December 31, 2020 and 2019, CEMEX did not have written put options.

Fair value measurements (note 17.3)

Under IFRS, fair value represents an "Exit Value" which is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date, considering the counterparty's credit risk in the valuation. The concept of Exit Value is premised on the existence of a market and market participants for the specific asset or liability. When there are no market and/or market participants willing to make a market, IFRS establishes a fair value hierarchy that gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurements) and the lowest priority to measurements involving significant unobservable inputs (Level 3 measurements).

The three levels of the fair value hierarchy are as follows:

- Level 1.- represent quoted prices (unadjusted) in active markets for identical assets or liabilities that CEMEX can access at the measurement date. A quoted price in an active market provides the most reliable evidence of fair value and is used without adjustment to measure fair value whenever available.
- Level 2.- are inputs other than quoted prices in active markets that are observable for the asset or liability, either directly or indirectly, and are used mainly to determine the fair value of securities, investments or loans that are not actively traded. Level 2 inputs included equity prices, certain interest rates and yield curves, implied volatility and credit spreads, among others, as well as inputs extrapolated from other observable inputs. In the absence of Level 1 inputs, CEMEX determined fair values by iteration of the applicable Level 2 inputs, the number of securities and/or the other relevant terms of the contract, as applicable.
- Level 3.- inputs are unobservable inputs for the asset or liability. CEMEX used unobservable inputs to determine fair values, to the extent there are no Level 1 or Level 2 inputs, in valuation models such as Black-Scholes, binomial, discounted cash flows or multiples of Operative EBITDA, including risk assumptions consistent with what market participants would use to arrive at fair value.

3.7) INVENTORIES (note 12)

Inventories are valued using the lower of cost or net realizable value. The cost of inventories is based on weighted average cost formula and includes expenditures incurred in acquiring the inventories, production or conversion costs and other costs incurred in bringing them to their existing location and condition. CEMEX analyzes its inventory balances to determine if, because of internal events, such as physical damage, or external events, such as technological changes or market conditions, certain portions of such balances have become obsolete or impaired. When an impairment situation arises, the inventory balance is adjusted to its net realizable value. In such cases, these adjustments are recognized against the results of the period. Advances to suppliers of inventory are presented as part of other current assets.

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3.8) PROPERTY, MACHINERY AND EQUIPMENT AND ASSETS FOR THE RIGHT-OF-USE (note 15)

Property, machinery and equipment are recognized at their acquisition or construction cost, as applicable, less accumulated depreciation and accumulated impairment losses. Depreciation of fixed assets is recognized as part of cost and operating expenses (note 6) and is calculated using the straight-line method over the estimated useful lives of the assets, except for mineral reserves, which are depleted using the units-of-production method. As of December 31, 2020, the average useful lives by category of fixed assets, which are reviewed at each reporting date and adjusted if appropriate, were as follows:

	Years
Administrative buildings	31
Industrial buildings	26
Machinery and equipment in plant	15
Ready-mix trucks and motor vehicles	9
Office equipment and other assets	6

Assets for the right-of-use related to leases are initially measured at cost, which comprises the initial amount of the lease liability adjusted by any lease payments made at or before the commencement date, plus any initial direct costs incurred and an estimate of costs to dismantle, remove or restore the underlaying asset, less any lease incentives received. The asset for the right-of-use is subsequently depreciated using the straight-line method from the commencement date to the end of the lease term, unless the lease transfers ownership of the underlaying asset to CEMEX by the end of the lease term or if the cost of the asset for the right-of-use reflects that CEMEX will exercise a purchase option. In that case the asset for the right-of-use would be depreciated over the useful life of the underlying asset, on the same basis as those of property, plant and equipment. In addition, assets for the right-of-use may be reduced by impairment losses, if any, and adjusted for certain remeasurements of the lease liability.

CEMEX capitalizes, as part of the related cost of fixed assets, interest expense from existing debt during the construction or installation period of significant fixed assets, considering CEMEX's corporate average interest rate and the average balance of investments in process for the period.

All waste removal costs or stripping costs incurred in the operative phase of a surface mine to access the mineral reserves are recognized as part of the carrying amount of the related quarries. The capitalized amounts are further amortized over the expected useful life of exposed ore body based on the units-of-production method.

Costs incurred in respect of operating fixed assets that result in future economic benefits, such as an extension in their useful lives, an increase in their production capacity or in safety, as well as those costs incurred to mitigate or prevent environmental damage, are capitalized as part of the carrying amount of the related assets. The capitalized costs are depreciated over the remaining useful lives of such fixed assets. Periodic maintenance of fixed assets is expensed as incurred. Advances to suppliers of fixed assets are presented as part of other long-term accounts receivable.

3.9) BUSINESS COMBINATIONS, GOODWILL AND OTHER INTANGIBLE ASSETS (notes 5.1 and 16)

Business combinations are recognized using the acquisition method, by allocating the consideration transferred to assume control of the entity to all assets acquired and liabilities assumed, based on their estimated fair values as

Business combinations, goodwill and other intangible assets — continued

of the acquisition date. Intangible assets acquired are identified and recognized at fair value. Any unallocated portion of the purchase price represents goodwill, which is not amortized and is subject to periodic impairment tests (note 3.10). Goodwill may be adjusted for any change to the preliminary assessment given to the assets acquired and/or liabilities assumed within the twelve-month period after purchase. Costs associated with the acquisition are expensed in the income statement as incurred.

CEMEX capitalizes intangible assets acquired, as well as costs incurred in the development of intangible assets, when probable future economic benefits associated are identified and there is evidence of control over such benefits. Intangible assets are recognized at their acquisition or development cost, as applicable. Indefinite life intangible assets are not amortized since the period in which the benefits associated with such intangibles will terminate cannot be accurately established. Definite life intangible assets are amortized on a straight-line basis as part of operating costs and expenses (note 6).

Startup costs are recognized in the income statement as they are incurred. Costs associated with research and development activities ("R&D activities"), performed by CEMEX to create products and services, as well as to develop processes, equipment and methods to optimize operational efficiency and reduce costs are recognized in the operating results as incurred. Direct costs incurred in the development stage of computer software for internal use are capitalized and amortized through the operating results over the useful life of the software, which on average is approximately 5 years.

Costs incurred in exploration activities such as payments for rights to explore, topographical and geological studies, as well as trenching, among other items incurred to assess the technical and commercial feasibility of extracting a mineral resource, which are not significant to CEMEX, are capitalized when probable future economic benefits associated with such activities are identified. When extraction begins, these costs are amortized during the useful life of the quarry based on the estimated tons of material to be extracted. When future economic benefits are not achieved, any capitalized costs are subject to impairment.

CEMEX's extraction rights have weighted-average useful lives of 83 years, depending on the sector and the expected life of the related reserves. As of December 31, 2020, except for extraction rights and/or as otherwise indicated, CEMEX's intangible assets are amortized on a straight-line basis over their useful lives that range on average from 3 to 20 years.

3.10) IMPAIRMENT OF LONG-LIVED ASSETS (notes 15 and 16)

Property, machinery and equipment, assets for the right-of-use, intangible assets of definite life and other investments

These assets are tested for impairment upon the occurrence of internal or external indicators of impairment, such as changes in CEMEX's operating business model or in technology that affect the asset, or expectations of lower operating results, to determine whether their carrying amounts may not be recovered. An impairment loss is recorded in the income statement for the period within "Other expenses, net," for the excess of the asset's carrying amount over its recoverable amount, corresponding to the higher of the fair value less costs to sell the asset, as generally determined by an external appraiser, and the asset's value in use, the latter represented by the NPV of estimated cash flows related to the use and eventual disposal of the asset. The main assumptions utilized to develop estimates of NPV are a discount rate that reflects the risk of the cash flows associated with the assets

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Property, machinery and equipment, assets for the right-of-use, intangible assets of definite life and other investments — continued

and the estimations of generation of future income. Those assumptions are evaluated for reasonableness by comparing such discount rates to available market information and by comparing to third-party expectations of industry growth, such as governmental agencies or industry chambers.

When impairment indicators exist, for each intangible asset, CEMEX determines its projected revenue streams over the estimated useful life of the asset. To obtain discounted cash flows attributable to each intangible asset, such revenue is adjusted for operating expenses, changes in working capital and other expenditures, as applicable, and discounted to NPV using the risk adjusted discount rate of return. The most significant economic assumptions are: a) the useful life of the asset; b) the risk adjusted discount rate of return; c) royalty rates; and d) growth rates. Assumptions used for these cash flows are consistent with internal forecasts and industry practices. The fair values of these assets are significantly sensitive to changes in such relevant assumptions. Certain key assumptions are more subjective than others. In respect of trademarks, CEMEX considers that the most subjective key assumption is the royalty rate. In respect of extraction rights and customer relationships, the most subjective assumptions are revenue growth rates and estimated useful lives. CEMEX validates its assumptions through benchmarking with industry practices and the corroboration of third-party valuation advisors. Significant judgment by management is required to appropriately assess the fair values and values in use of the related assets, as well as to determine the appropriate valuation method and select the significant economic assumptions.

Goodwill is tested for impairment when required upon the occurrence of internal or external indicators of impairment or at least once a year, during the last quarter of such year. CEMEX determines the recoverable amount of the group of cash-generating units (“CGUs”) to which goodwill balances were allocated, which consists of the higher of such group of CGUs fair value less cost to sell and its value in use, the latter represented by the NPV of estimated future cash flows to be generated by such CGUs to which goodwill was allocated, which are generally determined over periods of 5 years. If the value in use of a group of CGUs to which goodwill has been allocated is lower than its corresponding carrying amount, CEMEX determines the fair value of such group of CGUs using methodologies generally accepted in the market to determine the value of entities, such as multiples of Operating EBITDA and by reference to other market transactions. An impairment loss is recognized within “Other expenses, net”, if the recoverable amount is lower than the net book value of the group of CGUs to which goodwill has been allocated. Impairment charges recognized on goodwill are not reversed in subsequent periods.

Impairment of long-lived assets – Goodwill

The reportable segments reported by CEMEX (note 5.3), represent CEMEX’s groups of CGUs to which goodwill has been allocated for purposes of testing goodwill for impairment, considering: a) that after the acquisition, goodwill was allocated at the level of the reportable segment; b) that the operating components that comprise the reported segment have similar economic characteristics; c) that the reported segments are used by CEMEX to organize and evaluate its activities in its internal information system; d) the homogeneous nature of the items produced and traded in each operative component, which are all used by the construction industry; e) the vertical integration in the value chain of the products comprising each component; f) the type of clients, which are substantially similar in all components; g) the operative integration among components; and h) that the compensation system of a specific country is based on the consolidated results of the geographic segment and not on the particular results of the components. In addition, the country level represents the lowest level within CEMEX at which goodwill is monitored for internal management purposes.

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Impairment of long-lived assets – Goodwill — continued

Impairment tests are significantly sensitive to the estimation of future prices of CEMEX's products, the development of operating expenses, local and international economic trends in the construction industry, the long-term growth expectations in the different markets, as well as the discount rates and the growth rates in perpetuity applied. For purposes of estimating future prices, CEMEX uses, to the extent available, historical data; plus the expected increase or decrease according to information issued by trusted external sources, such as national construction or cement producer chambers and/or in governmental economic expectations. Operating expenses are normally measured as a constant proportion of revenues, following experience. However, such operating expenses are also reviewed considering external information sources in respect of inputs that behave according to international prices, such as oil and gas. CEMEX uses specific pre-tax discount rates for each group of CGUs to which goodwill is allocated, which are applied to discount pre-tax cash flows. The amounts of estimated undiscounted cash flows are significantly sensitive to the growth rate in perpetuity applied. The higher the growth rate in perpetuity applied, the higher the amount of undiscounted future cash flows by group of CGUs obtained. Moreover, the amounts of discounted estimated future cash flows are significantly sensitive to the weighted average cost of capital (discount rate) applied. The higher the discount rate applied, the lower the amount of discounted estimated future cash flows by group of CGUs obtained.

3.11) PROVISIONS

CEMEX recognizes provisions when it has a legal or constructive obligation resulting from past events, whose resolution would require cash outflows, or the delivery of other resources owned by the Company. As of December 31, 2020 and 2019, some significant proceedings that gave rise to a portion of the carrying amount of CEMEX's other current and non-current liabilities and provisions are detailed in note 25.1.

Considering guidance under IFRS, CEMEX recognizes provisions for levies imposed by governments when the obligating event or the activity that triggers the payment of the levy has occurred, as defined in the legislation.

Restructuring

CEMEX recognizes provisions for restructuring when the restructuring detailed plans have been properly finalized and authorized by management and have been communicated to the third parties involved and/or affected by the restructuring prior to the statement of financial position's date. These provisions may include costs not associated with CEMEX's ongoing activities.

Asset retirement obligations (note 18)

Unavoidable obligations, legal or constructive, to restore operating sites upon retirement of long-lived assets at the end of their useful lives are measured at the NPV of estimated future cash flows to be incurred in the restoration process and are initially recognized against the related assets' book value. The increase to the assets' book value is depreciated during its remaining useful life. The increase in the liability related to adjustments to NPV by the passage of time is charged to the line item "Financial income and other items, net." Adjustments to the liability for changes in estimations are recognized against fixed assets, and depreciation is modified prospectively. These obligations are related mainly to future costs of demolition, cleaning and reforestation, so that quarries, maritime terminals and other production sites are left in acceptable condition at the end of their operation.

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Costs related to remediation of the environment (notes 18 and 25)

Provisions associated with environmental damage represent the estimated future cost of remediation, which are recognized at their nominal value when the time schedule for the disbursement is not clear, or when the economic effect for the passage of time is not significant; otherwise, such provisions are recognized at their discounted values. Reimbursements from insurance companies are recognized as assets only when their recovery is practically certain. In that case, such reimbursement assets are not offset against the provision for remediation costs.

Contingencies and commitments (notes 24 and 25)

Obligations or losses related to contingencies are recognized as liabilities in the statement of financial position only when present obligations exist resulting from past events that are probable to result in an outflow of resources and the amount can be measured reliably. Otherwise, a qualitative disclosure is included in the notes to the financial statements. The effects of long-term commitments established with third parties, such as supply contracts with suppliers or customers, are recognized in the financial statements on an incurred or accrued basis, after taking into consideration the substance of the agreements. Relevant commitments are disclosed in the notes to the financial statements. The Company recognizes contingent revenues, income or assets only when their realization is virtually certain.

3.12) PENSIONS AND OTHER POST-EMPLOYMENT BENEFITS (note 19)

Defined contribution pension plans

The costs of defined contribution pension plans are recognized in the operating results as they are incurred. Liabilities arising from such plans are settled through cash transfers to the employees' retirement accounts, without generating future obligations.

Defined benefit pension plans and other post-employment benefits

The costs associated with employees' benefits for defined benefit pension plans and other post-employment benefits, generally comprised of health care benefits, life insurance and seniority premiums, granted by CEMEX and/or pursuant to applicable law, are recognized as services are rendered by the employees based on actuarial estimations of the benefits' present value considering the advice of external actuaries. For certain pension plans, CEMEX has created irrevocable trust funds to cover future benefit payments ("plan assets"). These plan assets are valued at their estimated fair value at the statement of financial position date. The actuarial assumptions and accounting policy consider: a) the use of nominal rates; b) a single rate is used for the determination of the expected return on plan assets and the discount of the benefits obligation to present value; c) a net interest is recognized on the net defined benefit liability (liability minus plan assets); and d) all actuarial gains and losses for the period, related to differences between the projected and real actuarial assumptions at the end of the period, as well as the difference between the expected and real return on plan assets, are recognized as part of "Other items of comprehensive income, net" within stockholders' equity.

The service cost, corresponding to the increase in the obligation for additional benefits earned by employees during the period, is recognized within operating costs and expenses. The net interest cost, resulting from the increase in obligations for changes in NPV and the change during the period in the estimated fair value of plan assets, is recognized within "Financial income and other items, net."

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Defined benefit pension plans and other post-employment benefits — continued

The effects from modifications to the pension plans that affect the cost of past services are recognized within operating costs and expenses over the period in which such modifications become effective to the employees or without delay if changes are effective immediately. Likewise, the effects from curtailments and/or settlements of obligations occurring during the period, associated with events that significantly reduce the cost of future services and/or significantly reduce the population subject to pension benefits, respectively, are recognized within operating costs and expenses.

Termination benefits

Termination benefits, not associated with a restructuring event, which mainly represent severance payments by law, are recognized in the operating results for the period in which they are incurred.

3.13) INCOME TAXES (note 20)

The effects reflected in the income statement for income taxes include the amounts incurred during the period and the amounts of deferred income taxes, determined according to the income tax law applicable to each subsidiary, reflecting uncertainty in income tax treatments, if any. Consolidated deferred income taxes represent the addition of the amounts determined in each subsidiary by applying the enacted statutory income tax rate or substantively enacted by the end of the reporting period to the total temporary differences resulting from comparing the book and taxable values of assets and liabilities, considering tax assets such as loss carryforwards and other recoverable taxes, to the extent that it is probable that future taxable profits will be available against which they can be utilized. The measurement of deferred income taxes at the reporting period reflects the tax consequences that follow the way in which CEMEX expects to recover or settle the carrying amount of its assets and liabilities. Deferred income taxes for the period represent the difference between balances of deferred income taxes at the beginning and the end of the period. Deferred income tax assets and liabilities relating to different tax jurisdictions are not offset. According to IFRS, all items charged or credited directly in stockholders' equity or as part of other comprehensive income or loss for the period are recognized net of their current and deferred income tax effects. The effect of a change in enacted statutory tax rates is recognized in the period in which the change is officially enacted.

Deferred tax assets are reviewed at each reporting date and are reduced when it is not deemed probable that the related tax benefit will be realized, considering the aggregate amount of self-determined tax loss carryforwards that CEMEX believes will not be rejected by the tax authorities based on available evidence and the likelihood of recovering them prior to their expiration through an analysis of estimated future taxable income. If it is probable that the tax authorities would reject a self-determined deferred tax asset, CEMEX would decrease such asset. When it is considered that a deferred tax asset will not be recovered before its expiration, CEMEX would not recognize such deferred tax asset. Both situations would result in additional income tax expense for the period in which such determination is made. To determine whether it is probable that deferred tax assets will ultimately be recovered, CEMEX takes into consideration all available positive and negative evidence, including factors such as market conditions, industry analysis, expansion plans, projected taxable income, carryforward periods, current tax structure, potential changes or adjustments in tax structure, tax planning strategies, future reversals of existing temporary differences. Likewise, CEMEX analyzes its actual results versus the Company's estimates, and adjusts, as necessary, its tax asset valuations. If actual results vary from CEMEX's estimates, the deferred tax asset and/or valuations may be affected, and necessary adjustments will be made based on relevant information in CEMEX's income statement for such period.

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Income taxes — continued

Based on IFRIC 23, *Uncertainty over income tax treatments* ("IFRIC 23"), the income tax effects from an uncertain tax position are recognized when it is probable that the position will be sustained based on its technical merits and assuming that the tax authorities will examine each position and have full knowledge of all relevant information. For each position is considered individually its probability, regardless of its relation to any other broader tax settlement. The probability threshold represents a positive assertion by management that CEMEX is entitled to the economic benefits of a tax position. If a tax position is considered not probable of being sustained, no benefits of the position are recognized. Interest and penalties related to unrecognized tax benefits are recorded as part of the income tax in the consolidated statements of operations.

The effective income tax rate is determined dividing the line item "Income tax" by the line item "Earnings before income tax." This effective tax rate is further reconciled to CEMEX's statutory tax rate applicable in Mexico (note 20.3). A significant effect in CEMEX's effective tax rate and consequently in the reconciliation of CEMEX's effective tax rate, relates to the difference between the statutory income tax rate in Mexico of 30% against the applicable income tax rates of each country where CEMEX operates.

For the years ended December 31, 2020, 2019 and 2018, the statutory tax rates in CEMEX's main operations were as follows:

Country	2020	2019	2018
Mexico	30.0%	30.0%	30.0%
United States	21.0%	21.0%	21.0%
United Kingdom	19.0%	19.3%	19.3%
France	32.0%	34.4%	34.4%
Germany	28.2%	28.2%	28.2%
Spain	25.0%	25.0%	25.0%
Philippines	30.0%	30.0%	30.0%
Colombia	32.0%	33.0%	37.0%
Others	9.0% – 30.0%	7.8% – 35.0%	7.8% – 39.0%

CEMEX's current and deferred income tax amounts included in the income statement for the period are highly variable, and are subject, among other factors, to taxable income determined in each jurisdiction in which CEMEX operates. Such amounts of taxable income depend on factors such as sale volumes and prices, costs and expenses, exchange rate fluctuations and interest on debt, among others, as well as to the estimated tax assets at the end of the period due to the expected future generation of taxable gains in each jurisdiction.

3.14) STOCKHOLDERS' EQUITY

Common stock and additional paid-in capital (note 21.1)

These items represent the value of stockholders' contributions, and include increases related to the capitalization of retained earnings and the recognition of executive compensation programs in CEMEX, S.A.B. de C.V.'s CPOs as well as decreases associated with the restitution of retained earnings.

Other equity reserves (note 21.2)

Groups the cumulative effects of items and transactions that are, temporarily or permanently, recognized directly to stockholders' equity, and includes the comprehensive income, which reflects certain changes in stockholders'

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Other equity reserves — continued

equity that do not result from investments by owners and distributions to owners. The most significant items within "Other equity reserves" during the reported periods are as follows:

Items of "Other equity reserves" included within other comprehensive income:

- Currency translation effects from the translation of foreign subsidiaries, net of: a) exchange results from foreign currency debt directly related to the acquisition of foreign subsidiaries; and b) exchange results from foreign currency related parties' balances that are of a non-current investment class (note 3.4);
- The effective portion of the valuation and liquidation effects from derivative financial instruments under cash flow hedging relationships, which are recorded temporarily in stockholders' equity (note 3.6);
- Changes in fair value of other investments in strategic securities (note 3.6); and
- Current and deferred income taxes during the period arising from items whose effects are directly recognized in stockholders' equity.

Items of "Other equity reserves" not included in comprehensive income:

- Effects related to controlling stockholders' equity for changes or transactions affecting non-controlling interest stockholders in CEMEX's consolidated subsidiaries;
- Effects attributable to controlling stockholders' equity for financial instruments issued by consolidated subsidiaries that qualify for accounting purposes as equity instruments, such as the interest expense paid on perpetual debentures;
- The equity component of securities which are mandatorily or optionally convertible into shares of the Parent Company (notes 3.6 and 17.2). Upon conversion, this amount will be reclassified to common stock and additional paid-in capital; and
- The cancellation of the Parent Company's shares held by consolidated entities.

Retained earnings (note 21.3)

Retained earnings represent the cumulative net results of prior years, net of: a) dividends declared; b) capitalization of retained earnings; c) restitution of retained earnings when applicable; and d) cumulative effects from adoption of new IFRS.

Non-controlling interest and perpetual debentures (note 21.4)

This caption includes the share of non-controlling stockholders in the results and equity of consolidated subsidiaries. This caption also includes the nominal amounts of financial instruments (perpetual notes) issued by consolidated entities that qualify as equity instruments considering that there is: a) no contractual obligation to deliver cash or another financial asset; b) no predefined maturity date; and c) a unilateral option to defer interest payments or preferred dividends for indeterminate periods.

3.15) REVENUE RECOGNITION (note 4)

Revenue is recognized at a point in time or over time in the amount of the price, before tax on sales, expected to be received for goods and services supplied because of ordinary activities, as contractual performance obligations

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Revenue recognition — continued

are fulfilled, and control of goods and services passes to the customer. Revenues are decreased by any trade discounts or volume rebates granted to customers. Transactions between related parties are eliminated in consolidation. Variable consideration is recognized when it is highly probable that a significant reversal in the amount of cumulative revenue recognized for the contract will not occur and is measured using the expected value or the most likely amount method, whichever is expected to better predict the amount based on the terms and conditions of the contract.

Revenue and costs from trading activities, in which CEMEX acquires finished goods from a third party and subsequently sells the goods to another third-party, are recognized on a gross basis, considering that CEMEX assumes ownership risks on the goods purchased, not acting as agent or broker.

When revenue is earned over time as contractual performance obligations are satisfied, which is the case of construction contracts, CEMEX applies the stage of completion method to measure revenue, which represents: a) the proportion that contract costs incurred for work performed to date bear to the estimated total contract costs; b) the surveys of work performed; or c) the physical proportion of the contract work completed; whichever better reflects the percentage of completion under the specific circumstances. Revenue related to such construction contracts is recognized in the period in which the work is performed by reference to the contract's stage of completion at the end of the period, considering that the following have been defined: a) each party's enforceable rights regarding the asset under construction; b) the consideration to be exchanged; c) the manner and terms of settlement; d) actual costs incurred and contract costs required to complete the asset are effectively controlled; and e) it is probable that the economic benefits associated with the contract will flow to the entity.

Progress payments and advances received from customers do not reflect the work performed and are recognized as short-term or long-term advanced payments, as appropriate.

3.16) COST OF SALES AND OPERATING EXPENSES (note 6)

Cost of sales represents the production cost of inventories at the moment of sale. Such cost of sales includes depreciation, amortization and depletion of assets involved in production, expenses related to storage in production plants and freight expenses of raw material in plants and delivery expenses of CEMEX's ready-mix concrete business.

Administrative expenses represent the expenses associated with personnel, services and equipment, including depreciation and amortization, related to managerial activities and back office for the Company's management.

Sales expenses represent the expenses associated with personnel, services and equipment, including depreciation and amortization, involved specifically in sales activities.

Distribution and logistics expenses refer to expenses of storage at points of sales, including depreciation and amortization, as well as freight expenses of finished products between plants and points of sale and freight expenses between points of sales and the customers' facilities.

3.17) EXECUTIVE SHARE-BASED COMPENSATION (note 22)

Share-based payments to executives are defined as equity instruments when services received from employees are settled by delivering shares of the Parent Company and/or a subsidiary; or as liability instruments when

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Executive share-based compensation — continued

CEMEX commits to make cash payments to the executives on the exercise date of the awards based on changes in the Parent Company and/or subsidiary's own stock (intrinsic value). The cost of equity instruments represents their estimated fair value at the date of grant and is recognized in the income statement during the period in which the exercise rights of the employees become vested. In respect of liability instruments, these instruments are valued at their estimated fair value at each reporting date, recognizing the changes in fair value through the operating results.

3.18) EMISSIONS OF CARBON DIOXIDE ("CO_2")

The cement industry releases CO_2 as part of the production process. In certain countries where CEMEX operates, such as EU countries, mechanisms aimed at reducing carbon dioxide emissions have been established by means of which, the relevant environmental authorities grant annually certain number of emission rights ("certificates") so far free of cost to the different industries releasing CO_2. Industries in turn must submit to such environmental authorities at the end of a compliance period, certificates for a volume equivalent to the tons of CO_2 released. Companies must obtain additional certificates to meet deficits between actual CO_2 emissions during the compliance period and certificates received, or they can dispose of any surplus of certificates in the market. In addition, the United Nations Framework Convention on Climate Change ("UNFCCC") granted Certified Emission Reductions ("CERs") to qualified CO_2 emission reduction projects. Until the compliance phase that finalized in 2020, CERs could be used in specified proportions to settle emission rights obligations in the EU. In the current phase from 2021 to 2030, CERs are no longer valid to settle emission rights obligations in the EU. Nonetheless, CEMEX actively participates in the development of projects aimed to reduce CO_2 emissions, some of which have been awarded with CERs. In general, failure to meet the emissions caps is subject to significant monetary penalties. The cap is reduced over time so that the total volume of emissions will decrease.

Further to the strategy to address climate change that CEMEX announced in February 2020, on December 3, 2020, CEMEX hosted a Climate Action panel to present the progress on climate action and the roadmap to achieve the Company's 2030 and 2050 goals, which are mainly a 35% reduction in CO_2 emissions and delivery of net-zero CO_2 concrete for all products and geographies, respectively (unaudited). The 35% CO_2 emissions reductions target by 2030 is aligned with the Science-Based Targets initiative ("SBTi") methodology. SBTi drives ambitious climate action in the private sector by enabling companies to set science-based emissions reductions targets. To meet this target, this objective has been included in the variable compensation of senior management and CEMEX has detailed CO_2 roadmaps developed for each cement plant which include a roll-out of proven CO_2 reduction technologies and the investments required for their implementation. Furthermore, CEMEX works towards delivering net-zero CO_2 concrete globally by 2050, which should contribute to the development of smart urban projects, sustainable buildings and climate-resilient infrastructure. These reduction targets were included in 2020 in a portion of CEMEX's debt, and their grade of accomplishment, will represent increases or decreases to the interest rate (note 17.1).

CEMEX does not maintain emission rights, CERs and/or enters in forward transactions with trading purposes. CEMEX accounts for the effects associated with CO_2 emission reduction mechanisms as follows:

- Certificates received for free are not recognized in the statement of financial position. Revenues from the sale of any surplus of certificates are recognized by decreasing cost of sales. In forward sale transactions, revenues are recognized upon physical delivery of the emission certificates.

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Emissions of carbon dioxide — continued

- Certificates and/or CERs acquired to hedge current CO_2 emissions are recognized as intangible assets at cost and are further amortized to cost of sales during the compliance period. In the case of forward purchases, assets are recognized upon physical reception of the certificates.
- CEMEX accrues a provision against cost of sales when the estimated annual emissions of CO_2 are expected to exceed the number of emission rights, net of any benefit obtained through swap transactions of emission rights for CERs.
- CERs received from the UNFCCC were recognized as intangible assets at their development cost, which are attributable mainly to legal expenses incurred in the process of obtaining such CERs.

During 2020, 2019 and 2018, there were no sales of emission rights to third parties. In addition, in certain countries, the environmental authorities impose levies per ton of CO_2 or other greenhouse gases released. Such expenses are recognized as part of cost of sales as incurred.

3.19) CONCENTRATION OF CREDIT

CEMEX sells its products primarily to distributors in the construction industry, with no specific geographic concentration within the countries in which CEMEX operates. As of and for the years ended December 31, 2020, 2019 and 2018, no single customer individually accounted for a significant amount of the reported amounts of sales or in the balances of trade receivables. In addition, there is no significant concentration of a specific supplier relating to the purchase of raw materials.

3.20) NEWLY ISSUED IFRS NOT YET ADOPTED

There are several amendments or new IFRS issued but not yet effective which are under analysis and the Company's management expects to adopt in their specific effective dates considering preliminarily without any significant effect in the Company's financial position or operating results, and which are summarized as follows:

Standard	Main topic	Effective date
Amendments to IFRS 10, *Consolidated financial statements* and IAS 28	Clarify the recognition of gains or losses in the Parent's financial statements for the sale or contribution of assets between an investor and its associate or joint venture	Has yet to be set
Amendments to IAS 37, *Provisions, Contingent Liabilities and Contingent Assets* – Onerous Contracts—Cost of Fulfilling a Contract	Clarifies that the 'cost of fulfilling' a contract comprises the 'costs that relate directly to the contract'. Costs that relate directly to a contract can either be incremental costs of fulfilling that contract or an allocation of other costs that relate directly to fulfilling contracts.	January 1, 2022
Amendments to IAS 16, *Property, Plant and Equipment* – Proceeds before Intended Use	Clarifies the prohibition of deducting from the cost of an item of property, plant and equipment any proceeds from selling items produced while bringing that asset to the location and condition necessary for it to be capable of operating in the manner intended by management.	January 1, 2022

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Newly issued ifrs not yet adopted — continued

Standard	Main topic	Effective date
Annual improvements to IFRS (2018-2020 cycle): IFRS 9, *Financial Instruments* – Fees in the'10 per cent' Test for Derecognition of Financial Liabilities	The amendment clarifies which fees an entity includes when it applies the '10 per cent' test in assessing whether to derecognize a financial liability. An entity includes only fees paid or received between the entity (the borrower) and the lender, including fees paid or received by either the entity or the lender on the other's behalf.	January 1, 2022
Amendments to IAS 1, *Presentation of Financial Statements*	Clarifies the requirements to be applied in classifying liabilities as current and non-current.	January 1, 2023
IFRS 17, *Insurance contracts*	The new Standard establishes the principles for the recognition, measurement, presentation and disclosure of insurance contracts and supersedes IFRS 4, *Insurance contracts*. The Standard outlines a General Model, which is modified for insurance contracts with direct participation features, described as the Variable Fee Approach. The General Model is simplified if certain criteria are met by measuring the liability for remaining coverage using the Premium Allocation Approach.	January 1, 2023

4) REVENUE AND CONSTRUCTION CONTRACTS

CEMEX's revenues are mainly originated from the sale and distribution of cement, ready-mix concrete, aggregates and other construction materials and services. CEMEX grants credit for terms ranging from 15 to 90 days depending on the type and risk of each customer. For the years ended December 31, 2020, 2019 and 2018, revenue is as follows:

		2020	2019	2018
From the sale of goods associated to CEMEX's main activities[1]	$	12,485	12,605	13,018
From the sale of services[2]		145	147	159
From the sale of other goods and services[3]		340	378	354
	$	12,970	13,130	13,531

1 Includes in each period revenue generated under construction contracts that are presented in the table below.
2 Refers mainly to revenue generated by Neoris N.V. and its subsidiaries, involved in providing information technology solutions and services.
3 Refers mainly to revenues generated by subsidiaries not individually significant operating in different lines of business.

Information of revenues by reportable segment and line of business for the years 2020, 2019 and 2018 is presented in note 5.3

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Revenue and construction contracts — continued

As of December 31, 2020 and 2019, amounts receivable for progress billings to and advances received from customers of construction contracts were not significant. For 2020, 2019 and 2018, revenues and costs related to construction contracts in progress were as follows:

		Accrued[1]	2020	2019	2018
Revenue from construction contracts included in consolidated revenues [2]	$	112	101	79	72
Costs incurred in construction contracts included in consolidated cost of sales [3]		(111)	(101)	(79)	(68)
Construction contracts gross operating profit	$	1	—	—	4

1 Revenues and costs recognized from inception of the contracts until December 31, 2020 in connection with those projects still in progress.
2 Revenues from construction contracts during 2020, 2019 and 2018, were mainly obtained in Mexico and Colombia.
3 Refers to actual costs incurred during the periods.

Under IFRS 15, certain promotions and/or discounts and rebates offered as part of the sale transaction, result in a portion of the transaction price should be allocated to such commercial incentives as separate performance obligations, recognized as contract liabilities with customers, and deferred to the income statement during the period in which the incentive is exercised by the customer or until it expires. For the years ended December 31, 2020, 2019 and 2018 changes in the balance of contract liabilities with customers are as follows:

		2020	2019	2018
Opening balance of contract liabilities with customers	$	225	234	237
Increase during the period for new transactions		1,536	1,931	1,763
Decrease during the period for exercise or expiration of incentives		(1,561)	(1,946)	(1,762)
Currency translation effects		1	6	(4)
Closing balance of contract liabilities with customers	$	201	225	234

For the years 2020, 2019 and 2018, CEMEX did not identify any costs required to be capitalized as contract fulfilment assets and released over the contract life according to IFRS 15, *Revenues from contracts with customers*.

5) BUSINESS COMBINATIONS, DISCONTINUED OPERATIONS, SALE OF OTHER DISPOSAL GROUPS AND SELECTED FINANCIAL INFORMATION BY REPORTABLE SEGMENT AND LINE OF BUSINESS

5.1) BUSINESS COMBINATIONS

In January 2020 and April 2020 a subsidiary of CEMEX in Israel acquired a ready-mix business from Netivei Noy for an amount in shekels equivalent to $33. As of December 31, 2020, based on the preliminary valuation of the fair values of the assets acquired and liabilities assumed, the net assets of Netivei Noy amounted to $33 and goodwill was determined in the amount of $2.

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Business combinations — continued

In August 2018, a subsidiary of CEMEX in the United Kingdom acquired all the shares of the ready-mix producer Procon Readymix Ltd for an amount in pounds sterling equivalent to $22. The net assets of Procon amounted to $10 and goodwill was determined in the amount of $12.

5.2) DISCONTINUED OPERATIONS

On August 3, 2020, through a subsidiary in the United Kingdom, CEMEX concluded the sale to Breedon Group plc of certain assets for an amount in Pounds equivalent to $230, including $30 of debt. The assets sold consisted of 49 ready-mix plants, 28 aggregate quarries, four depots, one cement terminal, 14 asphalt plants, four concrete products operations, as well as a portion of CEMEX's paving solutions business in the United Kingdom. CEMEX retained significant operations in the United Kingdom related with the production and sale of cement, ready-mix concrete, aggregates, asphalt and paving solutions. As of December 31, 2019, the assets and liabilities associated with this segment under negotiation in the United Kingdom were presented in the statement of financial position within the line items of "Assets held for sale," including a proportional allocation of goodwill of $47, and "Liabilities directly related to assets held for sale," respectively. Moreover, for purposes of the statements of operations for the period from January 1 to August 3, 2020, including in 2020 a loss on sale of $57 net of the proportional allocation of goodwill mentioned above, and the years ended December 31, 2019 and 2018 the operations related to this segment are presented net of tax in the single line item "Discontinued operations."

On March 6, 2020, CEMEX concluded the sale to Eagle Materials Inc. of its U.S. subsidiary Kosmos Cement Company ("Kosmos"), a partnership with a subsidiary of Buzzi Unicem S.p.A. in which CEMEX held a 75% interest, for a total consideration of $665, of which the proceeds to CEMEX were $499. The assets sold consisted of Kosmos' cement plant in Louisville, Kentucky, as well as related assets which include seven distribution terminals and raw material reserves. As of December 31, 2019, the assets and liabilities associated with this sale in the United States were presented in the statement of financial position within the line items of "assets held for sale," including a proportional allocation of goodwill of $291, and "liabilities directly related to assets held for sale," respectively. Moreover, CEMEX's statements of operations present the operations related to this segment from January 1 to March 6, 2020, including in 2020 a gain on sale of $14 net of the proportional allocation of goodwill mentioned above, and for the years ended December 31, 2019 and 2018, respectively, net of income tax in the single line item "Discontinued operations."

On June 28, 2019, after obtaining customary authorizations, CEMEX concluded with several counterparties the sale of its ready-mix and aggregates business in the central region of France for an aggregate price in euro equivalent to $36. CEMEX's operations of these disposed assets in France for the period from January 1 to June 28, 2019 and for the year ended December 31, 2018 are reported in the statements of operations, net of income tax, in the single line item "Discontinued operations," including in 2019 a gain on sale of $17 net of a proportional allocation of goodwill related to this reporting segment of $8.

On May 31, 2019, CEMEX concluded the sale of its aggregates and ready-mix assets in the North and North-West regions of Germany to GP Günter Papenburg AG for a price in euro equivalent to $97. The assets divested in Germany consisted of four aggregates quarries and four ready-mix facilities in North Germany, and nine aggregates quarries and 14 ready-mix facilities in North-West Germany. CEMEX's operations of these disposed assets for the period from January 1 to May 31, 2019 and for the year ended December 31, 2018 are reported in the statements of operations, net of income tax, in the single line item "Discontinued operations," including in 2019 a gain on sale of $59.

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Discontinued operations — continued

On March 29, 2019, CEMEX closed the sale of assets in the Baltics and Nordics to the German building materials group Schwenk for a price in euro equivalent to $387. The Baltic assets divested consisted of one cement production plant in Broceni with a production capacity of approximately 1.7 million tons, four aggregates quarries, two cement quarries, six ready-mix plants, one marine terminal and one land distribution terminal in Latvia. The assets divested also included CEMEX's 37.8% non-controlling interest in Akmenes Cementas AB owner of a cement production plant in Akmene in Lithuania with a production capacity of approximately 1.8 million tons, as well as the exports business to Estonia. The Nordic assets divested consisted of three import terminals in Finland, four import terminals in Norway and four import terminals in Sweden. CEMEX's operations of these disposed assets for the period from January 1 to March 29, 2019 and for the year ended December 31, 2018 are reported in the statements of operations, net of income tax, in the single line item "Discontinued operations," including in 2019 a gain on sale of $66.

On March 29, 2019, CEMEX signed a binding agreement with Çimsa Çimento Sanayi Ve Ticaret A.Ş. to divest CEMEX's white cement business, except for Mexico and the U.S., for an initial price of $180 subject to adjustments, including its Buñol cement plant in Spain and its white cement customer list. The transaction is pending for approval from regulators. CEMEX currently expects it could close this divestment during the first quarter of 2021. As of December 31, 2020, and 2019 the assets and liabilities associated with the white cement business were presented in the Statement of Financial Position within the line items of "Assets and liabilities directly related to assets held for sale", as correspond. CEMEX's operations of these assets in Spain for the years ended December 31, 2020, 2019 and 2018 are reported in the statements of operations, net of income tax, in the single line item "Discontinued operations."

On September 27, 2018, CEMEX concluded the sale of its construction materials operations in Brazil (the "Brazilian Operations") through the sale to Votorantim Cimentos N/NE S.A. of all the shares of CEMEX's Brazilian subsidiary Cimento Vencemos Do Amazonas Ltda, consisting of a fluvial cement distribution terminal located in Manaus, Amazonas province, as well as the operation license for a price of $31. CEMEX's Brazilian Operations for the period from January 1 to September 27, 2018 are reported in the statements of operations, net of income tax, in the single line item "Discontinued operations" net of a gain on sale of $12.

As of December 31, 2020, the following table presents condensed combined information of the statement of financial position for the assets held for sale in Spain, as mentioned above:

		2020
Current assets	$	4
Non-current assets		103
Total assets of the disposal group		107
Current liabilities		—
Non-current liabilities		—
Total liabilities directly related to disposal group		—
Total net assets of disposal group	$	107

In addition, the following table presents condensed combined information of the statements of operations of CEMEX's discontinued operations previously mentioned in: a) the United Kingdom for the period from January 1 to August 3, 2020 and for the years ended December 31, 2019 and 2018; b) the United States related to

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Discontinued operations — continued

Kosmos for the period from January 1 to March 6, 2020 and for the years ended December 31, 2019 and 2018; c) France for the period from January 1 to June 28, 2019 and for the year ended December 31, 2018; d) Germany for the period from January 1 to May 31, 2019 and for the year ended December 31, 2018; e) the Baltics and Nordics for the period from January 1 to March 29, 2019 and for the year ended December 31, 2018; f) Spain for the years ended December 31, 2020, 2019 and 2018; and g) Brazil for the period from January 1 to September 27, 2018:

		2020	2019	2018
Revenues	$	189	572	868
Cost of sales and operating expenses		(184)	(534)	(792)
Other income (expenses), net		(5)	1	(1)
Financial expenses, net and others		—	—	(2)
Earnings before income tax		—	39	73
Income tax		(75)	(6)	(7)
Result of discontinued operations		(75)	33	66
Net disposal result		(45)	55	11
Net result of discontinued operations	$	(120)	88	77

5.3) SELECTED FINANCIAL INFORMATION BY REPORTABLE SEGMENT AND LINE OF BUSINESS

Reportable segments represent the components of CEMEX that engage in business activities from which CEMEX may earn revenues and incur expenses, whose operating results are regularly reviewed by the entity's top management to make decisions about resources to be allocated to the segments and assess their performance, and for which discrete financial information is available. CEMEX operates geographically and by business on a regional basis.

Beginning April 1, 2020 and for subsequent periods, the geographical regions Europe and Asia, Middle East and Africa ("AMEA") were merged and reorganized under a single regional president and was denominated Europe, Middle East, Africa and Asia ("EMEAA"). For the reported periods, the Company's operations were organized in four geographical regions, each under the supervision of a regional president, as follows: 1) Mexico, 2) United States, 3) EMEAA and 4) South, Central America and the Caribbean ("SCA&C"). The accounting policies applied to determine the financial information by reportable segment are consistent with those described in note 3.

Considering similar regional and economic characteristics and/or materiality, certain countries have been aggregated and presented as single line items as follows: a) "Rest of EMEAA" refers mainly to CEMEX's operations and activities in Poland, the Czech Republic, Croatia, Egypt and the United Arab Emirates; b) "Rest of SCA&C" refers mainly to CEMEX's operations and activities in Costa Rica, Puerto Rico, Nicaragua, Jamaica, the Caribbean, Guatemala and El Salvador, excluding the operations of Trinidad Cement Limited ("TCL"); and c) "Caribbean TCL" refers to TCL's operations mainly in Trinidad and Tobago, Jamaica, Guyana and Barbados. The segment "Others" refers to: 1) cement trade maritime operations, 2) Neoris N.V., CEMEX's subsidiary involved in the business of information technology solutions, 3) the Parent Company, other corporate entities and finance subsidiaries, and 4) other minor subsidiaries with different lines of business.

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Selected financial information by reportable segment and line of business — continued

Selected information of the consolidated statements of operations by reportable segment for the years 2020, 2019 and 2018, excluding the share of profits of equity accounted investees by reportable segment that is included in the note 14.1, was as follows:

2020		Revenues (including intragroup transactions)	Less: Intragroup transactions	Revenues	Operating EBITDA	Less: Depreciation and amortization	Operating earnings before other expenses, net	Other expenses, net	Financial expense	Other financing items, net
Mexico	$	2,812	(134)	2,678	931	148	783	(46)	(31)	(4)
United States		3,994	(1)	3,993	747	440	307	(1,350)	(53)	(20)
EMEAA										
United Kingdom		739	—	739	88	67	21	(73)	(9)	(77)
France		795	—	795	76	49	27	(1)	(12)	3
Germany		489	(37)	452	67	28	39	(3)	(2)	(3)
Spain		319	(16)	303	25	39	(14)	(195)	(3)	(9)
Philippines [1]		398	—	398	118	46	72	(1)	2	2
Israel		754	—	754	115	28	87	—	(4)	1
Rest of EMEAA		959	(16)	943	149	81	68	(27)	(5)	(22)
SCA&C										
Colombia [2]		404	—	404	86	25	61	(14)	(5)	(13)
Panama [2]		80	(7)	73	12	16	(4)	(19)	(1)	1
Caribbean TCL [3]		251	(7)	244	65	22	43	(9)	(6)	(8)
Dominican Republic		229	(11)	218	84	8	76	(5)	(1)	4
Rest of SCA&C [2]		508	(17)	491	124	19	105	(41)	(2)	15
Others		957	(472)	485	(227)	101	(328)	5	(645)	20
Continuing operations		13,688	(718)	12,970	2,460	1,117	1,343	(1,779)	(777)	(110)
Discontinued operations		189	—	189	14	9	5	(5)	—	—
Total	$	13,877	(718)	13,159	2,474	1,126	1,348	(1,784)	(777)	(110)

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2019		Revenues (including intragroup transactions)	Less: Intragroup transactions	Revenues	Operating EBITDA	Less: Depreciation and amortization	Operating earnings before other expenses, net	Other expenses, net	Financial expense	Other financing items, net
Mexico	$	2,897	(105)	2,792	969	159	810	(48)	(36)	(1)
United States		3,780	—	3,780	629	392	237	(22)	(64)	(13)
EMEAA										
United Kingdom		749	—	749	119	69	50	(2)	(11)	(17)
France		869	—	869	94	48	46	(4)	(11)	—
Germany		439	(25)	414	65	28	37	3	(3)	(4)
Spain		319	(25)	294	16	34	(18)	(8)	(2)	2
Philippines [1]		458	—	458	117	38	79	1	6	4
Israel		660	—	660	89	23	66	—	(2)	1
Rest of EMEAA		958	(14)	944	132	71	61	(7)	(7)	26
SCA&C										
Colombia [2]		504	—	504	90	29	61	(21)	(4)	(3)
Panama [2]		181	(2)	179	48	17	31	(9)	(1)	—
Caribbean TCL [3]		248	(8)	240	56	23	33	(2)	(6)	(4)
Dominican Republic		245	(17)	228	84	9	75	(1)	—	—
Rest of SCA&C [2]		511	(17)	494	107	20	87	(60)	(3)	(6)
Others		1,104	(579)	525	(237)	85	(322)	(167)	(567)	(56)
Continuing operations		13,922	(792)	13,130	2,378	1,045	1,333	(347)	(711)	(71)
Discontinued operations		572	—	572	89	51	38	1	—	—
Total	$	14,494	(792)	13,702	2,467	1,096	1,371	(346)	(711)	(71)

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2018		Revenues (including intragroup transactions)	Less: Intragroup transactions	Revenues	Operating EBITDA	Less: Depreciation and amortization	Operating earnings before other expenses, net	Other expenses, net	Financial expense	Other financing items, net
Mexico	$	3,302	(91)	3,211	1,217	148	1,069	(33)	(32)	(3)
United States		3,614	—	3,614	686	369	317	(18)	(53)	(11)
EMEAA										
United Kingdom		773	—	773	117	67	50	(7)	(12)	(22)
France		895	—	895	91	50	41	(47)	(13)	—
Germany		429	(75)	354	37	28	9	(8)	(3)	(4)
Spain		334	(47)	287	13	33	(20)	(16)	(3)	3
Philippines [1]		448	—	448	93	36	57	(3)	(2)	(4)
Israel		630	—	630	87	21	66	—	(3)	(1)
Rest of EMEAA		1,090	(51)	1,039	157	72	85	(12)	(6)	(5)
SCA&C										
Colombia [2]		524	—	524	97	29	68	6	(7)	(22)
Panama [2]		222	—	222	66	17	49	(3)	(1)	—
Caribbean TCL [3]		254	(5)	249	58	19	39	(15)	(3)	(2)
Dominican Republic		218	(16)	202	61	10	51	(1)	(1)	2
Rest of SCA&C [2]		590	(20)	570	133	21	112	(7)	(3)	14
Others		1,247	(734)	513	(228)	62	(290)	(132)	(580)	53
Continuing operations		14,570	(1,039)	13,531	2,685	982	1,703	(296)	(722)	(2)
Discontinued operations		868	—	868	147	71	76	(1)	(2)	—
Total	$	15,438	(1,039)	14,399	2,832	1,053	1,779	(297)	(724)	(2)

1 CEMEX's operations in the Philippines are mainly conducted through CEMEX Holdings Philippines, Inc. ("CHP"), a Philippine company whose shares trade on the Philippines Stock Exchange. As of December 31, 2020 and 2019, there is a non-controlling interest in CHP of 22.16% and 33.22% of its ordinary shares (note 21.4).

2 CEMEX Latam Holdings, S.A. ("CLH"), a company incorporated in Spain, trades its ordinary shares on the Colombian Stock Exchange. CLH is the indirect holding company of CEMEX's operations in Colombia, Panama, Costa Rica, Guatemala, Nicaragua and El Salvador. At year end 2020 and 2019, there is a non-controlling interest in CLH of 7.63% and 26.83%, respectively, of its ordinary shares, excluding shares held in CLH's treasury (note 21.4).

3 The shares of TCL trade on the Trinidad and Tobago Stock Exchange. As of December 31, 2020 and 2019, there is a non-controlling interest in TCL of 30.17% of its ordinary shares in both years (note 21.4).

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Debt by reportable segment is disclosed in note 17.1. As of December 31, 2020 and 2019, selected statement of financial position information by reportable segment was as follows:

2020		Equity accounted investees	Other segment assets	Total assets	Total liabilities	Net assets by segment	Additions to fixed assets[1]
Mexico	$	—	3,837	3,837	1,523	2,314	144
United States		146	12,296	12,442	2,490	9,952	284
EMEAA							
United Kingdom		6	1,507	1,513	1,368	145	55
France		53	999	1,052	585	467	62
Germany		4	412	416	357	59	24
Spain		—	1,023	1,023	230	793	22
Philippines		—	761	761	158	603	82
Israel		—	769	769	507	262	28
Rest of EMEAA		9	1,172	1,181	417	764	51
SCA&C							
Colombia		—	1,105	1,105	514	591	14
Panama		—	295	295	78	217	3
Caribbean TCL		—	493	493	258	235	16
Dominican Republic		—	158	158	66	92	2
Rest of SCA&C		—	333	333	162	171	7
Others		292	1,568	1,860	9,754	(7,894)	1
Total		510	26,728	27,238	18,467	8,771	795
Assets held for sale and related liabilities (note 13.1)		—	187	187	6	181	—
Total consolidated	$	510	26,915	27,425	18,473	8,952	795

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2019		Equity accounted investees	Other segment assets	Total assets	Total liabilities	Net assets by segment	Additions to fixed assets[1]
Mexico	$	—	3,910	3,910	1,443	2,467	199
United States		143	13,755	13,898	2,440	11,458	398
EMEAA							
United Kingdom		6	1,556	1,562	1,225	337	67
France		50	928	978	460	518	38
Germany		4	397	401	353	48	25
Spain		—	1,190	1,190	185	1,005	34
Philippines		—	689	689	141	548	84
Israel		—	611	611	429	182	33
Rest of EMEAA		11	1,168	1,179	435	744	65
SCA&C							
Colombia		—	1,187	1,187	428	759	25
Panama		—	337	337	105	232	10
Caribbean TCL		—	542	542	236	306	21
Dominican Republic		—	193	193	66	127	8
Rest of SCA&C		—	381	381	164	217	18
Others		267	1,199	1,466	10,392	(8,926)	8
Total		481	28,043	28,524	18,502	10,022	1,033
Assets held for sale and related liabilities (note 13.1)		—	839	839	37	802	—
Total consolidated	$	481	28,882	29,363	18,539	10,824	1,033

1 In 2020 and 2019, the column “Additions to fixed assets” includes capital expenditures, which comprises acquisitions of property, machinery and equipment as well as additions of assets for the right-of-use, for combined amounts of $795 and $1,033, respectively (note 15).

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Revenues by line of business and reportable segment for the years ended December 31, 2020, 2019 and 2018 were as follows:

2020		Cement	Concrete	Aggregates	Others	Eliminations	Revenues
Mexico	$	2,001	628	172	587	(710)	2,678
United States		1,599	2,255	954	481	(1,296)	3,993
EMEAA							
United Kingdom		201	274	314	229	(279)	739
France		—	647	340	8	(200)	795
Germany		210	202	69	116	(145)	452
Spain		233	83	24	25	(62)	303
Philippines		398	—	—	3	(3)	398
Israel		—	623	195	113	(177)	754
Rest of EMEAA		643	363	80	34	(177)	943
SCA&C							
Colombia		294	119	34	64	(107)	404
Panama		67	14	4	4	(16)	73
Caribbean TCL		245	5	7	15	(28)	244
Dominican Republic		185	15	5	38	(25)	218
Rest of SCA&C		458	32	9	24	(32)	491
Others		—	—	—	959	(474)	485
Continuing operations		6,534	5,260	2,207	2,700	(3,731)	12,970
Discontinued operations		68	28	55	53	(15)	189
Total	$	6,602	5,288	2,262	2,753	(3,746)	13,159

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2019		Cement	Concrete	Aggregates	Others	Eliminations	Revenues
Mexico	$	2,009	798	196	445	(656)	2,792
United States		1,608	2,189	917	332	(1,266)	3,780
EMEAA							
United Kingdom		227	310	290	246	(324)	749
France		—	720	355	4	(210)	869
Germany		192	184	62	43	(67)	414
Spain		228	86	23	18	(61)	294
Philippines		457	—	—	2	(1)	458
Israel		—	554	166	78	(138)	660
Rest of EMEAA		609	378	89	28	(160)	944
SCA&C							
Colombia		363	176	53	51	(139)	504
Panama		141	49	15	12	(38)	179
Caribbean TCL		241	9	5	9	(24)	240
Dominican Republic		194	27	8	25	(26)	228
Rest of SCA&C		448	48	11	18	(31)	494
Others		—	—	—	1,107	(582)	525
Continuing operations		6,717	5,528	2,190	2,418	(3,723)	13,130
Discontinued operations		229	110	154	85	(6)	572
Total	$	6,946	5,638	2,344	2,503	(3,729)	13,702

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2018		Cement	Concrete	Aggregates	Others	Eliminations	Revenues
Mexico	$	2,302	898	210	642	(841)	3,211
United States		1,584	2,088	850	393	(1,301)	3,614
EMEAA							
United Kingdom		237	325	300	281	(370)	773
France		—	735	353	9	(202)	895
Germany		186	197	56	136	(221)	354
Spain		250	70	19	17	(69)	287
Philippines		444	—	3	2	(1)	448
Israel		—	521	159	110	(160)	630
Rest of EMEAA		656	416	94	205	(332)	1,039
SCA&C							
Colombia		353	189	55	92	(165)	524
Panama		171	71	23	14	(57)	222
Caribbean TCL		245	10	5	13	(24)	249
Dominican Republic		178	27	9	24	(36)	202
Rest of SCA&C		510	63	14	24	(41)	570
Others		—	—	—	1,285	(772)	513
Continuing operations		7,116	5,610	2,150	3,247	(4,592)	13,531
Discontinued operations		420	219	236	144	(151)	868
Total	$	7,536	5,829	2,386	3,391	(4,743)	14,399

6) OPERATING EXPENSES, DEPRECIATION AND AMORTIZATION

Consolidated operating expenses during 2020, 2019 and 2018 by function are as follows:

		2020	2019	2018
Administrative expenses[1]	$	1,076	1,112	1,130
Selling expenses		337	371	312
Distribution and logistics expenses		1,423	1,489	1,537
	$	2,836	2,972	2,979

1 All significant R&D activities are executed by several internal areas as part of their daily activities. In 2020, 2019 and 2018, total combined expenses of these departments recognized within administrative expenses were $31, $38 and $39, respectively.

Depreciation and amortization recognized during 2020, 2019 and 2018 are detailed as follows:

		2020	2019	2018
Included in cost of sales	$	921	865	853
Included in administrative, selling and distribution and logistics expenses		196	180	129
	$	1,117	1,045	982

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7) OTHER EXPENSES, NET

The detail of the line item "Other expenses, net" in 2020, 2019 and 2018 was as follows:

		2020	2019	2018
Impairment losses[1]	$	(1,520)	(64)	(62)
Results from the sale of assets and others, net[2]		(127)	(230)	(149)
Restructuring costs[3]		(81)	(48)	(72)
Incremental costs and expenses related to the COVID-19 Pandemic (note 2)		(48)	—	—
Remeasurement of pension liabilities[4]		—	—	(8)
Charitable contributions		(3)	(5)	(5)
	$	(1,779)	(347)	(296)

1 In 2020, include impairment losses of goodwill and other intangible assets of $1,020 and $194, respectively, related to CEMEX's assets and its Reporting Segment in the United States (notes 16.1 and 16.2), as well as impairment losses of fixed assets of $306, mainly related to assets in the United States, Spain and the United Kingdom (note 15.1). In 2019 and 2018, among others, includes impairment losses of fixed assets of $64 and $23, respectively, as well as in 2018 losses in the valuation of assets held for sale of $22 (notes 14.2, 15 and 16).
2 In 2020, 2019 and 2018, includes $11, $55 and $56, respectively, in connection with property damages and natural disasters (note 25.1).
3 Restructuring costs mainly refer to severance payments and the definite closing of operating sites.
4 Refers to past services remeasurement of CEMEX's defined benefit plan in the United Kingdom determined in 2018 considering the issuance of a gender parity law.

8) FINANCIAL ITEMS

8.1) FINANCIAL EXPENSE

Consolidated financial expense in 2020, 2019 and 2018 includes $74, $77 and $74 of interest expense from financial obligations related to lease contracts (notes 15.2 and 17.2).

8.2) FINANCIAL INCOME AND OTHER ITEMS, NET

The detail of financial income and other items, net in 2020, 2019 and 2018 was as follows:

		2020	2019	2018
Effects of amortized cost on assets and liabilities and others, net[1]	$	(122)	(59)	(59)
Results from financial instruments, net (notes 14.2 and 17.4)		(17)	(1)	39
Foreign exchange results		6	(32)	10
Financial income		20	21	18
Others		3	—	(10)
	$	(110)	(71)	(2)

1 The increase in 2020 is mainly a result of the decrease in the discount rates in the United Kingdom utilized by the Company to determine its environmental remediation liabilities.

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9) CASH AND CASH EQUIVALENTS

As of December 31, 2020 and 2019, consolidated cash and cash equivalents consisted of:

		2020	2019
Cash and bank accounts	$	501	547
Fixed-income securities and other cash equivalents		449	241
	$	950	788

Based on net settlement agreements, the balance of cash and cash equivalents excludes deposits in margin accounts that guarantee several obligations of CEMEX of $32 in 2020 and $27 in 2019, which were offset against the corresponding obligations of CEMEX with the counterparties, considering CEMEX's right, ability and intention to settle the amounts on a net basis.

10) TRADE ACCOUNTS RECEIVABLE

As of December 31, 2020 and 2019, consolidated trade accounts receivable consisted of:

		2020	2019
Trade accounts receivable	$	1,654	1,637
Allowances for expected credit losses		(121)	(116)
	$	1,533	1,521

As of December 31, 2020 and 2019, trade accounts receivable include receivables of $677 and $682, respectively, sold under outstanding trade receivables securitization programs and/or factoring programs with recourse, established in Mexico, the United States, France and the United Kingdom, in which CEMEX effectively surrenders control associated with the trade accounts receivable sold and there is no guarantee or obligation to reacquire the assets; nonetheless, in such programs, CEMEX retains certain residual interest in the programs and/or maintains continuing involvement with the accounts receivable. Therefore, the trade accounts receivable sold were not removed from the statement of financial position and the funded amounts to CEMEX of $586 in 2020 and $599 in 2019, were recognized within the line item of "Other financial obligations." Trade accounts receivable qualifying for sale exclude amounts over certain days past due or concentrations over certain limits to any one customer, according to the terms of the programs. The discount granted to the acquirers of the trade accounts receivable is recorded as financial expense and amounted to $13 in 2020, $25 in 2019 and $23 in 2018. CEMEX's securitization programs are usually negotiated for periods of one to two years and are usually renewed at their maturity.

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Trade accounts receivable — continued

As of December 31, 2020, the balances of trade accounts receivable and the allowance for Expected Credit Losses ("ECL") were as follows:

		Accounts receivable	ECL allowance	ECL average rate
Mexico	$	284	38	13.7%
United States		477	8	1.7%
Europe, Middle East, Africa and Asia		766	51	6.7%
South, Central America and the Caribbean		94	20	21.3%
Others		33	4	12.1%
	$	1,654	121	

Changes in the allowance for expected credit losses in 2020, 2019 and 2018, were as follows:

		2020	2019	2018
Allowances for expected credit losses at beginning of period	$	116	119	109
Adoption effects of ECL model as of January 1, 2018		—	—	29
Charged to selling expenses		23	12	8
Deductions		(19)	(16)	(20)
Foreign currency translation effects		1	1	(7)
Allowances for expected credit losses at end of period	$	121	116	119

As of December 31, 2020, in relation to the COVID-19 Pandemic (note 2) and the potential increase in expected credit losses on trade accounts receivable because of the negative economic effects associated with the COVID-19 Pandemic, CEMEX maintains continuous communication with its customers as part of its collection management, in order to anticipate situations that could represent an extension in the portfolio's recovery period or in some cases the risk of non-recovery. As of this same date, the Company considers that these negative effects do not yet have a significant impact on the estimates of expected credit losses and will continue to monitor the development of relevant events that may eventually have effect because of a deepening or extension of the COVID-19 Pandemic.

11) OTHER ACCOUNTS RECEIVABLE

As of December 31, 2020 and 2019, consolidated other accounts receivable consisted of:

		2020	2019
Advances of income taxes and other refundable taxes	$	304	147
Non-trade accounts receivable[1]		117	113
Interest and notes receivable		39	50
Current portion of valuation of derivative financial instruments		7	1
Loans to employees and others		10	14
	$	477	325

1 Non-trade accounts receivable are mainly attributable to the sale of assets.

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12) INVENTORIES

As of December 31, 2020 and 2019, the consolidated balance of inventories was summarized as follows:

		2020	2019
Finished goods	$	309	320
Materials and spare parts		271	263
Raw materials		192	194
Work-in-process		164	195
Inventory in transit		35	17
	$	971	989

For the years ended December 31, 2020, 2019 and 2018, CEMEX recognized within “Cost of sales” in the income statement, inventory impairment losses of $9, $6 and $6, respectively.

13) ASSETS HELD FOR SALE AND OTHER CURRENT ASSETS

13.1) ASSETS HELD FOR SALE (note 5.2)

As of December 31, 2020 and 2019, assets held for sale, which are measured at the lower of their estimated realizable value, less costs to sell, and their carrying amounts, as well as liabilities directly related with such assets are detailed as follows:

		2020				2019		
		Assets	Liabilities	Net assets		Assets	Liabilities	Net assets
White cement assets in Spain	$	107	—	107	$	106	—	106
Kosmos’ assets in the United States		—	—	—		457	14	443
Assets in the United Kingdom		—	—	—		229	23	206
Other assets held for sale[1]		80	6	74		47	—	47
	$	187	6	181	$	839	37	802

1 In 2020, includes assets and liabilities of $26 and $6, respectively, associated with a committed sale of certain assets in France negotiated in December 2020.

CEMEX recognized within the line item “Other expenses, net” adjustments in the fair value of its assets held for sale representing losses of $23 in 2020 and $30 in 2018.

13.2) OTHER CURRENT ASSETS

As of December 31, 2020 and 2019, other current assets are mainly comprised of advance payments to vendors.

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14) EQUITY ACCOUNTED INVESTEES, OTHER INVESTMENTS AND NON-CURRENT ACCOUNTS RECEIVABLE

14.1) EQUITY ACCOUNTED INVESTEES

As of December 31, 2020 and 2019, the investments in common shares of associates were as follows:

	Activity	Country	%		2020	2019
Camcem, S.A. de C.V.	Cement	Mexico	40.1	$	244	229
Concrete Supply Co. LLC	Concrete	United States	40.0		81	75
Lehigh White Cement Company	Cement	United States	36.8		62	64
Société d'Exploitation de Carrières	Aggregates	France	50.0		21	17
Société Méridionale de Carrières	Aggregates	France	33.3		14	15
Other companies	—	—	—		88	81
				$	510	481
Out of which:						
Book value at acquisition date				$	311	331
Changes in stockholders' equity				$	199	150

Combined condensed statement of financial position information of CEMEX's associates as of December 31, 2020 and 2019 is set forth below:

		2020	2019
Current assets	$	1,240	982
Non-current assets		1,662	1,757
Total assets		2,902	2,739
Current liabilities		496	326
Non-current liabilities		766	898
Total liabilities		1,262	1,224
Total net assets	$	1,640	1,515

Combined selected information of the statements of operations of CEMEX's associates in 2020, 2019 and 2018 is set forth below:

	2020	2019	2018
Sales	$ 1,759	1,600	1,449
Operating earnings	296	237	224
Income before income tax	175	158	110
Net income	128	118	86

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Equity accounted investees — continued

The share of equity accounted investees by reportable segment in the statements of operations for 2020, 2019 and 2018 is detailed as follows:

		2020	2019	2018
Mexico	$	30	23	13
United States		15	18	15
EMEAA		6	10	7
Corporate and others		(2)	(2)	(1)
	$	49	49	34

14.2) OTHER INVESTMENTS AND NON-CURRENT ACCOUNTS RECEIVABLE

As of December 31, 2020 and 2019, consolidated other investments and non-current accounts receivable were summarized as follows:

		2020	2019
Non-current accounts receivable[1]	$	246	197
Investments at fair value through the income statement[2]		23	34
Non-current portion of valuation of derivative financial instruments (note 17.4)		3	2
Investments in strategic equity securities[3]		3	3
	$	275	236

1 Includes, among other items: a) accounts receivable from investees and joint ventures of $36 in 2020 and $32 in 2019, b) advances to suppliers of fixed assets of $47 in 2020 and $32 in 2019, c) employee prepaid compensation of $6 in 2020 and $7 in 2019, d) refundable taxes of $10 in 2019; and e) warranty deposits of $29 in 2020 and $33 in 2019.

2 Refers to investments in private funds and investments related to employee' savings funds. In 2020 and 2019, no contributions were made to such private funds.

3 This line item refers mainly to a strategic investment in CPOs of Axtel, S.A.B. de C.V. ("Axtel"). This investment is recognized at fair value through other comprehensive income.

15) PROPERTY, MACHINERY AND EQUIPMENT, NET AND ASSETS FOR THE RIGHT-OF-USE, NET

As of December 31, 2020 and 2019, property, machinery and equipment, net and assets for the right-of-use, net were summarized as follows:

		2020	2019
Property, machinery and equipment, net	$	10,170	10,565
Assets for the right-of-use, net		1,243	1,285
	$	11,413	11,850

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15.1) PROPERTY, MACHINERY AND EQUIPMENT, NET

As of December 31, 2020 and 2019, consolidated property, machinery and equipment, net and the changes in this line item during 2020, 2019 and 2018, were as follows:

		2020				
		Land and mineral reserves	Building	Machinery and equipment	Construction in progress[1]	Total
Cost at beginning of period	$	4,606	2,374	11,519	1,209	19,708
Accumulated depreciation and depletion		(968)	(1,326)	(6,849)	—	(9,143)
Net book value at beginning of period		3,638	1,048	4,670	1,209	10,565
Capital expenditures		47	35	482	—	564
Stripping costs		18	—	—	—	18
Total capital expenditures		65	35	482	—	582
Disposals[2]		(26)	(7)	(30)	—	(63)
Reclassifications		(31)	(1)	(56)	—	(88)
Business combinations (note 5.1)		—	—	11	—	11
Depreciation and depletion for the period		(134)	(99)	(515)	—	(748)
Impairment losses		(87)	(54)	(165)	—	(306)
Foreign currency translation effects		139	42	57	(21)	217
Cost at end of period		4,741	2,438	11,929	1,188	20,296
Accumulated depreciation and depletion		(1,177)	(1,474)	(7,475)	—	(10,126)
Net book value at end of period	$	3,564	964	4,454	1,188	10,170

		2019					
		Land and mineral reserves	Building	Machinery and equipment	Construction in progress[1]	Total	2018[1, 2]
Cost at beginning of period	$	4,789	2,633	12,185	1,035	20,642	20,653
Accumulated depreciation and depletion		(958)	(1,371)	(7,081)	—	(9,410)	(9,065)
Net book value at beginning of period		3,831	1,262	5,104	1,035	11,232	11,588
Capital expenditures		46	28	663	—	737	630
Stripping costs		22	—	—	—	22	38
Total capital expenditures		68	28	663	—	759	668
Disposals[2]		(38)	(8)	(50)	—	(96)	(49)
Reclassifications[3]		(163)	(23)	(203)	(13)	(402)	6
Business combinations (note 5.1)		—	—	—	—	—	6
Depreciation and depletion for the period		(121)	(61)	(451)	—	(633)	(657)
Impairment losses		(18)	(17)	(29)	—	(64)	(23)
Foreign currency translation effects		79	(133)	(364)	187	(231)	(307)
Cost at end of period		4,606	2,374	11,519	1,209	19,708	20,642
Accumulated depreciation and depletion		(968)	(1,326)	(6,849)	—	(9,143)	(9,410)
Net book value at end of period	$	3,638	1,048	4,670	1,209	10,565	11,232

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Property, machinery and equipment, net — continued

1 As of December 31, 2020, the Maceo plant in Colombia, finalized significantly in 2017, with an annual capacity of approximately 1.1 million tons, has not initiated commercial operations. As of the reporting date, the works related to the access road to the plant remain suspended and the beginning of commercial operations is subject to the successful conclusion of several ongoing processes for the proper operation of the assets and other legal proceedings (note 25.3). As of December 31, 2020, the carrying amount of the plant, net of impairment adjustments of certain advance payments recognized in 2016 of $23, is for an amount in Colombian pesos equivalent to $270.

2 In 2020, includes sales of non-strategic fixed assets in the United Kingdom and the United States for $28 and $18, respectively, among others. In 2019, includes sales of non-strategic fixed assets in Germany, France and the United Kingdom for $32, $12 and $6, respectively, among others. In 2018, includes sales of non-strategic fixed assets in the United States, Spain and Mexico for $19, $8 and $6, respectively, among others.

3 In 2019, refers to the reclassification of the assets in the United States, United Kingdom and Spain for $134, $182 and $86, respectively. In 2018, refers mainly to the reclassification of the assets in Spain (note 13.1) for $30.

Considering mainly the negative effects of the COVID-19 Pandemic on certain idle assets that will remain closed for the foreseeable future in relation to the estimated sales volumes and the Company's ability to supply demand by achieving efficiencies in other operating assets, during 2020, CEMEX recognized non-cash impairment losses for these assets for an aggregate amount of $306, of which $76 relate to assets in the United States mainly the North Brooksville plant, $189 to assets in EMEAA mainly referring to the Lloseta and Gador plants in Spain and the South Ferriby plant in the United Kingdom, among minor adjustments in other countries and $39 to assets in SCA&C mainly in connection with land in Puerto Rico and the kiln 1 in Panama. In 2019 due to the continued adverse outlook and the overall uncertain economic conditions in Puerto Rico after hurricane "Maria" in 2017, CEMEX recognized an impairment loss of $52.

These losses result from the excess of the net book value of the related assets against their respective use value or estimated realizable value, whichever is greater. For the years ended December 31, 2020, 2019 and 2018, CEMEX adjusted the related fixed assets to their estimated value in use in those circumstances in which the assets would continue in operation based on estimated cash flows during the remaining useful life, or to their realizable value, in case of permanent shut down, and recognized impairment losses within the line item of "Other expenses, net" (notes 3.10 and 7).

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Property, machinery and equipment, net — continued

During the years ended December 31, 2020, 2019 and 2018 impairment losses of fixed assets by country are as follows:

		2020	2019	2018
Spain	$	135	—	2
United States		76	6	13
United Kingdom		39	—	—
Puerto Rico		20	52	—
Croatia		13	—	—
Panama		12	—	—
Dominican Republic		5	—	—
Colombia		2	3	2
France		2	1	—
Poland		—	—	5
Mexico		—	—	1
Others		2	2	—
	$	306	64	23

15.2) ASSETS FOR THE RIGHT-OF-USE, NET

As of December 31, 2020 and 2019, consolidated assets for the right-of-use, net and the changes in this caption during 2020, 2019 and 2018, were as follows:

		2020				
		Land	Buildings	Machinery and equipment	Others	Total
Assets for the right-of-use at beginning of period	$	366	471	1,417	11	2,265
Accumulated depreciation		(117)	(233)	(625)	(5)	(980)
Net book value at beginning of period		249	238	792	6	1,285
Additions of new leases		42	38	127	6	213
Cancellations and remeasurements		(7)	(17)	(51)	(1)	(76)
Business combinations (note 5.1)		13	—	—	—	13
Depreciation		(28)	(35)	(173)	(3)	(239)
Foreign currency translation effects		1	(20)	63	3	47
Assets for the right-of-use at end of period		409	457	1,502	21	2,389
Accumulated depreciation		(139)	(253)	(744)	(10)	(1,146)
Net book value at end of period	$	270	204	758	11	1,243

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Assets for the right-of-use, net — continued

	2019					
	Land	Buildings	Machinery and equipment	Others	Total	2018
Assets for the right-of-use at beginning of period	$ 384	393	1,289	7	2,073	1,881
Accumulated depreciation	(83)	(265)	(499)	(4)	(851)	(688)
Net book value at beginning of period	301	128	790	3	1,222	1,193
Additions of new leases	25	52	193	4	274	296
Cancellations and remeasurements	(6)	(6)	(40)	—	(52)	(9)
Reclassifications	(5)	65	(25)	—	35	—
Depreciation	(29)	(39)	(219)	(1)	(288)	(219)
Foreign currency translation effects	(37)	38	93	—	94	(39)
Assets for the right-of-use at end of period	366	471	1,417	11	2,265	2,073
Accumulated depreciation	(117)	(233)	(625)	(5)	(980)	(851)
Net book value at end of period	$ 249	238	792	6	1,285	1,222

For the years ended December 31, 2020, 2019 and 2018, the combined rental expense related with short-term leases, leases of low-value assets and variable lease payments were $97, $104 and $89, respectively, and were recognized in cost of sales and operating expenses, as correspond. During the reported periods, CEMEX did not have any material revenue from sub-leasing activities.

16) GOODWILL AND INTANGIBLE ASSETS, NET

16.1) BALANCES AND CHANGES DURING THE PERIOD

As of December 31, 2020 and 2019, consolidated goodwill, intangible assets and deferred charges were summarized as follows:

	2020			2019		
	Cost	Accumulated amortization	Carrying amount	Cost	Accumulated amortization	Carrying amount
Intangible assets of indefinite useful life:						
Goodwill	$ 8,506	—	8,506	$ 9,562	—	9,562
Intangible assets of definite useful life:						
Extraction rights	1,774	(416)	1,358	1,985	(395)	1,590
Industrial property and trademarks	44	(20)	24	42	(18)	24
Customer relationships	196	(196)	—	196	(196)	—
Mining projects	49	(6)	43	48	(5)	43
Others intangible assets	1,034	(713)	321	1,014	(643)	371
	$ 11,603	(1,351)	10,252	$12,847	(1,257)	11,590

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Balances and changes during the period — continued

Changes in consolidated goodwill for the years ended December 31, 2020, 2019 and 2018, were as follows:

		2020	2019	2018
Balance at beginning of period	$	9,562	9,912	9,948
Business combinations (note 5.1)		2	—	16
Reclassification to assets held for sale (notes 5.2, 5.3 and 13.1)		(9)	(371)	(22)
Impairment losses		(1,020)	—	—
Foreign currency translation effects		(29)	21	(30)
Balance at end of period	$	8,506	9,562	9,912

Changes in intangible assets of definite life in 2020, 2019 and 2018, were as follows:

		2020				
		Extraction rights	Industrial property and trademarks	Mining projects	Others[1]	Total
Balance at beginning of period	$	1,590	24	43	371	2,028
Additions (disposals), net[1]		(33)	—	—	37	4
Impairment losses (note 2)		(181)	—	—	(13)	(194)
Business combinations (note 5.1)		—	2	—	5	7
Amortization for the period		(21)	(2)	(1)	(106)	(130)
Foreign currency translation effects		3	—	1	27	31
Balance at the end of period	$	1,358	24	43	321	1,746

		2019					
		Extraction rights	Industrial property and trademarks	Mining projects	Others[1]	Total	2018
Balance at beginning of period	$	1,622	24	37	341	2,024	2,006
Additions (disposals), net[1]		(26)	(6)	5	108	81	157
Reclassifications (notes 5.2 and 13.1)		—	—	—	(2)	(2)	(11)
Amortization for the period		(8)	(1)	(1)	(114)	(124)	(106)
Impairment losses		—	—	—	—	—	(9)
Foreign currency translation effects		2	7	2	38	49	(13)
Balance at the end of period	$	1,590	24	43	371	2,028	2,024

1 In 2020 and 2019, “Others” includes the carrying amount of internal-use software of $213 and $253, respectively. Capitalized direct costs incurred in the development stage of internal-use software, such as professional fees, direct labor and related travel expenses amounted to $40 in 2020, $102 in 2019 and $133 in 2018.

In connection with the idle status of North Brooksville plant in the United States (notes 2 and 15.1), CEMEX also recognized a non-cash impairment charge of $181 associated with the operating permits related to such plant considering that the book value of such permits will not be recovered through normal use before their expiration and $13 of other intangible assets.

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16.2) ANALYSIS OF GOODWILL IMPAIRMENT

At least once a year during the last quarter or when impairment indicators exist, CEMEX analyses the possible impairment of goodwill by means of determining the value in use of its Cash Generating Units ("CGUs") to which goodwill balances have been allocated. The value in use is represented by the discounted cash flows projections related to such CGUs using risk adjusted discount rates. In addition to the periodic goodwill impairment tests performed at year end 2020, considering the negative effects on its operating results caused by the COVID-19 Pandemic (note 2), as well as the high uncertainty and lack of visibility in relation to the duration and consequences in the different markets where the Company operates, management considered that impairment indicators occurred during the third quarter of 2020 in its operating segments in the United States, Spain, Egypt and the United Arab Emirates, and consequently carried out impairment analyses of goodwill as of September 30, 2020.

As a result of these impairment analyses, in the third quarter of 2020, the Company recognized within Other expenses, net (note 7) in the statement of operations, a non-cash goodwill impairment loss for an amount of $1,020 in connection with its operating segment in the United States. No other impairment test of goodwill as of September 30, 2020 resulted in additional goodwill impairment losses. Moreover, CEMEX did not determine additional impairment losses in its goodwill impairment test as of December 31, 2020 in any of the groups of CGUs to which goodwill balances have been allocated. In 2019 and 2018, CEMEX did not determine goodwill impairment losses.

The impairment loss in the United States resulted from the high volatility, lack of visibility and reduced outlook associated with the effects of the COVID-19 Pandemic (note 2) which made CEMEX reduce its cash-flows projections in such country from 7 to 5 years as well as reduce its long-term growth rate from 2.5% to 2%. Such changes significantly reduced the value in use as of September 30, 2020, which decreased by 25.7% as compared to December 31, 2019. Of this reduction, 51.5 percentage points ("p.p.") were related to the decrease of two years in the cash flows projections, 27.3 p.p. resulted from the reduction in the long-term growth rate used to determine the terminal value which changed from 2.5% in 2019 to 2.0% as of September 30, 2020, and 28.3 p.p. resulted from the slowdown of sales growth over the projected years, partially compensated by a positive effect of 7.1 p.p. associated with the reduction in the discount rate which decrease from 7.8% in 2019 to 7.7% as of September 30, 2020.

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Analysis of goodwill impairment — continued

As of December 31, 2020 and 2019, goodwill balances allocated by Operating Segment were as follows:

		2020	2019
Mexico	$	372	384
United States		6,449	7,469
EMEAA			
Spain		463	494
United Kingdom		292	279
France		229	221
Philippines		95	92
United Arab Emirates		96	96
Rest of EMEAA[1]		44	42
SCA&C			
Colombia		283	296
Caribbean TCL		92	100
Rest of SCA&C[2]		64	62
Others			
Other reporting segments[3]		27	27
	$	8,506	9,562

1 This caption refers to the operating segments in the Czech Republic and Egypt.
2 This caption refers to the operating segments in the Dominican Republic, the Caribbean, Costa Rica and Panama.
3 This caption is primarily associated with Neoris N.V., CEMEX's subsidiary involved in the sale of information technology and services.

As of December 31, 2020, 2019 and 2018, CEMEX's pre-tax discount rates and long-term growth rates used to determine the discounted cash flows in the group of CGUs with the main goodwill balances were as follows:

	Discount rates			Long-term growth rates		
Groups of CGUs	**2020**	**2019**	**2018**	**2020**	**2019**	**2018**
United States	7.3%	7.8%	8.5%	2.0%	2.5%	2.5%
Spain	7.7%	8.3%	8.8%	1.5%	1.6%	1.7%
United Kingdom	7.4%	8.0%	8.4%	1.6%	1.5%	1.6%
France	7.4%	8.0%	8.4%	1.7%	1.4%	1.6%
Mexico	8.3%	9.0%	9.4%	1.1%	2.4%	3.0%
Colombia	8.4%	8.9%	9.5%	2.5%	3.7%	3.6%
United Arab Emirates	8.3%	8.8%	11.0%	2.6%	2.5%	2.9%
Egypt	10.2%	10.3%	10.8%	5.6%	6.0%	6.0%
Range of rates in other countries	7.2% - 15.5%	8.1% - 11.5%	8.5% - 13.3%	(0.3%) - 6.5%	1.6% - 6.5%	2.3% - 6.9%

The discount rates used by CEMEX in its cash flows projections as of September 30, 2020 in the applicable countries remained relatively flat as compared to the rates determined as of December 31, 2019.

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Analysis of goodwill impairment — continued

Moreover, the discount rates used by CEMEX in its cash flows projections to determine the value in use of its operating segments as of December 31, 2020 generally decreased as compared to 2019 in a range of 0.1% up to 1.5%, mainly as a result of a decrease in 2020 in the funding cost observed in the industry that changed from 5.4% in 2019 to 4.1% in 2020 as well as the weighing of debt in the calculation of the discount rates that increased from 31.7% in 2019 to 34.6% in 2020. The risk-free rate associated to CEMEX changed from 2.9% in 2019 to 2.2% in 2020, nonetheless, increases in the specific risk rates of each country and in the market risk premium which changed from 5.6% in 2019 to 5.7% in 2020, resulted in that total cost of equity remained significantly flat in 2020 as compared to 2019 in the majority of the countries. These reductions were partially offset by a slight increase in the public comparable companies' stock volatility (beta) that changed from 1.08 in 2019 to 1.19 in 2020. In addition, as preventive measure to consider the high uncertainty, volatility and reduced visibility related to the negative effects of the COVID-19 Pandemic (note 2), CEMEX significantly reduced in certain countries its long-term growth rates used in their cash flows projections as of December 31, 2020 as compared to 2019 such as in the United States in 0.5%, Mexico in 1.3% and Colombia in 1.2%. These long-term growth rates will be revised upwards or downwards again in the future as new economic data is available.

The discount rates used by CEMEX in its cash flows projections to determine the value in use of its operating segments as of December 31, 2019 generally decreased as compared to 2018 in a range of 0.6% up to 2.6%, mainly because of a decrease in 2019 in the funding cost observed in the industry that changed from 7.3% in 2018 to 5.4% in 2019. The risk-free rate associated to CEMEX remained significantly flat in the level of 2.9%, while the country risk-specific rates decreased slightly in 2019 in most cases. These reductions were partially offset by a slight increase in the public comparable companies' stock volatility (beta) that changed from 1.06 in 2018 to 1.08 in 2019 and the decrease in the weighing of debt in the calculation of the discount rates that changed from 33.5% in 2018 to 31.7% in 2019.

In connection with the discount rates and long-term growth rates included in the table above, CEMEX verified the reasonableness of its conclusions using sensitivity analyses to changes in assumptions, affecting the value in use of all groups of CGUs with an independent reasonably possible increase of 1% in the pre-tax discount rate, an independent possible decrease of 1% in the long-term growth rate, as well as using multiples of Operating EBITDA, by means of which, CEMEX determined a weighted-average multiple of Operating EBITDA to enterprise value observed in recent mergers and acquisitions in the industry. The average multiple was then applied to a stabilized amount of Operating EBITDA and the result was compared to the corresponding carrying amount for each group of CGUs to which goodwill has been allocated. CEMEX considered an industry average Operating EBITDA multiple of 11.5 times in 2020, 11.5 times in 2019 and 11.1 times in 2018.

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Analysis of goodwill impairment — continued

In relation to the economic assumptions used by the Company described above, the additional impairment losses that would have resulted from the sensitivity analyses derived from independent changes in each of the relevant assumptions, as well as the multiples of Operating EBITDA, in those operating segments that presented impairment charges or relative impairment risk during 2020, are as follows:

			Additional effects of the sensitivity analyses to the charges recognized from the changes in assumptions as of December 31, 2020		
Operating segment		Impairment losses recognized	Discount rate +1%	Long-term growth rate –1%	Multiples Operating EBITDA 11.5x
United States	$	1,020	188	—	—

The factors considered by the Company's management that could cause the hypothetical scenarios of the previous sensitivity analysis in the United States are, in relation to the discount rate, an independent increase of 300 bps in the industry funding cost observed as of December 31, 2020 of 4.1% or, an independent increase in the risk-free rate of 190 bps over the rate of 2.3% in such country. Nonetheless, such assumptions do not seem probable as of December 31, 2020.

As of December 31, 2020, except for the operating segment in the United States presented in the table above, none of the other sensitivity analyses indicated a potential impairment risk in CEMEX's operating segments. CEMEX continually monitors the evolution of the group of CGUs to which goodwill has been allocated that have presented relative goodwill impairment risk in any of the reported periods and, if the relevant economic variables and the related value in use would be negatively affected, it may result in a goodwill impairment loss in the future.

As of December 31, 2020 and 2019, goodwill allocated to its operating segment in the United States accounted for 76% and 78%, of CEMEX's total amount of consolidated goodwill, respectively. In connection with CEMEX's determination of value in use relative to its groups of CGUs in the United States in the reported periods, CEMEX has considered several factors, such as the historical performance of such operating segment, including the operating results in recent years, the long-term nature of CEMEX's investment, the signs of recovery in the construction industry over the last years, the significant economic barriers for new potential competitors considering the high investment required, and the lack of susceptibility of the industry to technology improvements or alternate construction products, among other factors. To improve its assurance, as mentioned above, CEMEX verified its conclusions using sensitivity analyses over Operating EBITDA multiples of recent sale transaction within the industry occurred in such country, as well as macroeconomic information regarding gross domestic product and cement consumption over the projected periods issued by the International Monetary Fund and the U.S. Portland Cement Association, respectively.

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17) FINANCIAL INSTRUMENTS

17.1) CURRENT AND NON-CURRENT DEBT

As of December 31, 2020 and 2019, CEMEX´s consolidated debt summarized by interest rates and currencies, was as follows:

	2020			2019		
	Current	Non-current	Total[1, 2]	Current	Non-current	Total[1, 2]
Floating rate debt	$ 172	2,538	2,710	$ 59	2,997	3,056
Fixed rate debt	7	6,622	6,629	3	6,306	6,309
	$ 179	9,160	9,339	$ 62	9,303	9,365
Effective rate [3]						
Floating rate	3.1%	4.0%		4.3%	4.1%	
Fixed rate	4.7%	5.6%		5.2%	5.5%	

	2020				2019			
Currency	Current	Non-current	Total	Effective rate [3]	Current	Non-current	Total	Effective rate [3]
Dollars	$ 6	6,089	6,095	5.8%	$ 25	6,144	6,169	5.2%
Euros	73	2,078	2,151	2.7%	3	2,438	2,441	3.1%
Pounds	55	329	384	2.5%	23	433	456	3.2%
Philippine pesos	3	220	223	4.1%	3	221	224	5.2%
Mexican pesos	—	334	334	6.8%	—	—	—	—
Other currencies	42	110	152	4.9%	8	67	75	5.6%
	$ 179	9,160	9,339		$ 62	9,303	9,365	

1 As of December 31, 2020 and 2019, from total debt of $9,339 and $9,365, respectively, 93% in 2020 and 84% in 2019 was held in the Parent Company, 11% in 2019 was in finance subsidiaries in the Netherlands and the United States, and 7% in 2020 and 5% in 2019 was in other countries.

2 As of December 31, 2020 and 2019, cumulative discounts, fees and other direct costs incurred in CEMEX's outstanding debt borrowings and the issuance of notes payable (jointly "Issuance Costs") for $66 and $71, respectively, are presented reducing debt balances and are amortized to financial expense over the maturity of the related debt instruments under the amortized cost method.

3 In 2020 and 2019, represents the weighted-average nominal interest rate of the related debt agreements determined at the end of each period.

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Current and non-current debt — continued

As of December 31, 2020 and 2019, CEMEX´s consolidated debt summarized by type of instrument, was as follows:

2020	Current	Non-current	2019	Current	Non-current
Bank loans			**Bank loans**		
Loans in foreign countries, 2021 to 2024	$ 67	371	Loans in foreign countries, 2020 to 2024	$ 1	290
Syndicated loans, 2021 to 2025	—	2,383	Syndicated loans, 2021 to 2022	—	2,865
	67	2,754		1	3,155
Notes payable			**Notes payable**		
Medium-term notes, 2024 to 2030	—	6,327	Medium-term notes, 2023 to 2026	—	6,044
Other notes payable, 2021 to 2027	7	184	Other notes payable, 2020 to 2025	6	159
	7	6,511		6	6,203
Total bank loans and notes payable	74	9,265	Total bank loans and notes payable	7	9,358
Current maturities	105	(105)	Current maturities	55	(55)
	$ 179	9,160		$ 62	9,303

As of December 31, 2020 and 2019, CEMEX's bank loans included the balances under CEMEX's facilities agreement entered on July 19, 2017, as amended and restated several times in 2020 and 2019 as described below (the "2017 Facilities Agreement") for $2,420 and $2,897, respectively. The 2017 Facilities Agreement is multi-currency and includes a committed revolving credit facility of $1,121 in 2020 and $1,135 in 2019.

Changes in consolidated debt for the years ended December 31, 2020, 2019 and 2018 were as follows:

	2020	2019	2018
Debt at beginning of year	$ 9,365	9,311	9,873
Proceeds from new debt instruments	4,210	3,331	2,325
Debt repayments	(4,572)	(3,284)	(2,745)
Foreign currency translation and accretion effects	336	7	(142)
Debt at end of year	$ 9,339	9,365	9,311

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As of December 31, 2020 and 2019, non-current notes payable for $6,511 and $6,203, respectively, were detailed as follows:

Description	Date of issuance	Issuer [1]	Currency	Principal amount	Rate	Maturity date	Redeemed amount [2] $	Outstanding amount [2] $		2020	2019
September 2030 Notes [3]	17/Sep/20	CEMEX, S.A.B. de C.V.	Dollar	1,000	5.2%	17/Sep/30	–	1,000	$	995	–
November 2029 Notes [4]	19/Nov/19	CEMEX, S.A.B. de C.V.	Dollar	1,000	5.45%	19/Nov/29	–	1,000		993	992
June 2027 Notes	05/Jun/20	CEMEX, S.A.B. de C.V.	Dollar	1,000	7.375%	05/Jun/27	–	1,000		994	–
April 2026 Notes	16/Mar/16	CEMEX, S.A.B. de C.V.	Dollar	1,000	7.75%	16/Apr/26	–	1,000		997	996
March 2026 Notes	19/Mar/19	CEMEX, S.A.B. de C.V.	Euro	400	3.125%	19/Mar/26	–	449		487	446
July 2025 Notes	02/Apr/03	CEMEX Materials LLC	Dollar	150	7.70%	21/Jul/25	–	150		153	154
March 2025 Notes [3]	03/Mar/15	CEMEX, S.A.B. de C.V.	Dollar	750	6.125%	05/May/25	(750)	–		–	748
January 2025 Notes	11/Sep/14	CEMEX, S.A.B. de C.V.	Dollar	1,100	5.70%	11/Jan/25	(29)	1,071		1,069	1,069
December 2024 Notes	05/Dec/17	CEMEX, S.A.B. de C.V.	Euro	650	2.75%	05/Dec/24	–	729		792	726
June 2024 Notes [3]	14/Jun/16	CEMEX Finance LLC	Euro	400	4.625%	15/Jun/24	(400)	–		–	447
April 2024 Notes [4]	01/Apr/14	CEMEX Finance LLC	Dollar	1,000	6.00%	01/Apr/24	(1,000)	–		–	621
Other notes payable										31	4
									$	6,511	6,203

1 As of December 31, 2020, except for the July 2025 Notes which are guaranteed exclusively by CEMEX Corp. and unless otherwise indicated, all issuances are fully and unconditionally guaranteed by CEMEX, S.A.B. de C.V., CEMEX Concretos, S.A. de C.V., CEMEX España, S.A. ("CEMEX España"), CEMEX Asia B.V., CEMEX Corp., CEMEX Africa & Middle East Investments B.V., CEMEX Finance LLC, CEMEX France Gestion, (S.A.S.), CEMEX Research Group AG and CEMEX UK.

2 Presented net of all outstanding notes repurchased and held by CEMEX's subsidiaries.

3 CEMEX used a significant portion of the proceeds from the September 2030 Notes to redeem in full the March 2025 Notes and the June 2024 Notes.

4 In December 2019, CEMEX used a portion of the proceeds of the November 2029 Notes and increased to $360 the redeemed amount of the April 2024 Notes and further redeemed the entire amount in 2020.

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Current and non-current debt — continued

The maturities of consolidated long-term debt as of December 31, 2020, were as follows:

		Bank loans	Notes payable	Total
2022	$	180	6	186
2023		766	6	772
2024		603	796	1,399
2025		1,100	1,226	2,326
2026 and thereafter		–	4,477	4,477
	$	2,649	6,511	9,160

As of December 31, 2020, CEMEX had the following lines of credit, of which, the only committed portion refers to the revolving credit facility under the 2017 Facilities Agreement, at annual interest rates ranging between 1.65% and 3.94%, depending on the negotiated currency:

		Lines of credit	Available
Other lines of credit in foreign subsidiaries	$	248	87
Other lines of credit from banks		310	310
Revolving credit facility 2017 Facilities Agreement		1,121	1,121
	$	1,679	1,518

As a result of debt issuances, exchange offers and tender offers incurred to refinance, replace and/or repurchase existing debt instruments, as applicable, CEMEX paid Issuance Costs for a combined amount of $98 in 2020, $63 in 2019 and $51 in 2018. Of these incurred Issuance Costs, $38 in 2020 and $24 in 2019, corresponding to new debt instruments or the refinancing of old debt, adjusted the carrying amount of the related debt instruments and are amortized over the remaining term of each instrument, while $60 in 2020, $39 in 2019 and $51 in 2018 of such Issuance Costs, associated with the extinguished portion of the related debt, were recognized in the statement of operations in each year within “Financial expense”. In addition, Issuance Costs pending for amortization related to extinguished debt instruments for $19 in 2020, $1 in 2019 and $4 in 2018 were also recognized in the statement of operations of each year within “Financial expense.”

2017 Facilities Agreement

On July 19, 2017, the Parent Company and certain subsidiaries entered into the 2017 Facilities Agreement for an amount in different currencies equivalent to $4,050 at the origination date. The proceeds were used to refinance in full the $3,680 then outstanding under the former facilities agreements and other debt repayments. All tranches under the 2017 Facilities Agreement have substantially the same terms and share the same guarantors and collateral package as other secured debt obligations of CEMEX. After the amendments to the 2017 Facilities Agreement mentioned below that became effective on October 13, 2020, all tranches under the 2017 Facilities Agreement amortize in five equal payments beginning in July 2021 and ending in July 2025, except for: (i) a tranche for the Mexican Peso equivalent of $313 amortizing in four equal payments beginning in July 2023 and ending in July 2025; and (ii) the commitments under the revolving credit which mature in July 2023.

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2017 Facilities Agreement — continued

All tranches under the 2017 Facilities Agreement have substantially the same terms, including a margin over LIBOR or EURIBOR and TIIE, as applicable, depending on the consolidated leverage ratio (as defined below in the Financial Covenants section) of CEMEX, as follows:

Consolidated leverage ratio	LIBOR / EURIBOR Applicable margin[1]	TIIE Applicable margin[1]
> = 6.00x	475 bps	425 bps
< 6.00x > = 5.50x	425 bps	375 bps
< 5.50x > = 5.00x	375 bps	325 bps
< 5.00x > = 4.50x	300 bps	250 bps
< 4.50x > = 4.00x	250 bps	210 bps
< 4.00x > = 3.50x	212.5 bps	180 bps
< 3.50x > = 3.00x	175 bps	150 bps
< 3.00x > = 2.50x	150 bps	125 bps
< 2.50x	125 bps	100 bps

1 LIBOR and EURIBOR refer to the London Inter-Bank Offered Rate and the Euro Inter-Bank Offered Rate, respectively, variable rates used in international markets for debt denominated in U.S. dollars and Euros, respectively. TIIE refers to the *Tasa de Interés Interbancaria de Equilibrio*, variable rate used for debt denominated in Mexican Pesos. As of December 31, 2020 and 2019, 3-Month LIBOR rate was 0.23838% and 1.9084%, respectively, meanwhile 3-Month EURIBOR rate was -0.545% and -0.383%, respectively. As of December 31, 2020, 28-day TIIE rate was 4.4805%. The contraction “bps” means basis points. One hundred basis points equal 1%.

As part of the amendment process to the 2017 Facilities Agreement that became effective on October 13, 2020, among other aspects, CEMEX negotiated: a) the extension of $1.1 billion of maturities by three years, from 2022 to 2025 and $1.1 billion (including the extension of December 17, 2020 mentioned below) of commitments under the revolving credit facility by one year from 2022 to 2023; b) the inclusion of five sustainability-linked metrics, including reduction of net CO_2 emissions per cementitious product, power consumption from green energy in cement and improvements in quarry rehabilitation and water management, among other metrics; c) redenominating $313 of previous Dollar debt under the term loans that are part of the 2017 Facilities Agreement to Mexican Pesos, and $82 to Euros; d) amending the consolidated leverage ratio, as described below in the financial covenants section; and e) amendments to incorporate Loan Market Association replacement screen rate provisions in anticipation of the discontinuation of LIBOR and potentially EURIBOR, as well as Mexican benchmark interbank rate provisions. On December 17, 2020, $136 of debt under the 2017 Facilities Agreement were further extended, of which, $43 mature in 2023 and $93 mature in 2025 in line with the October 13, 2020 amendment process.

As part of amendment process to the 2017 Facilities Agreement that became effective on May 22, 2020, among other aspects, CEMEX negotiated the modification of the financial covenants contained therein, including the leverage and coverage ratios, to levels that would ideally enable CEMEX to remain in compliance with such financial covenants notwithstanding the adverse effects arising during the COVID-19 Pandemic (note 2) and the period of gradual return to normal operations. As a result of the modifications to its financial covenants, the Company agreed to a one-time fee of $14 (35 basis points (“bps”)) and adjusted the applicable margin over LIBOR, or EURIBOR, as applicable, to accommodate for the changes to the leverage limits covenant. Moreover, CEMEX agreed to certain temporary restrictions which are no longer applicable with respect to permitted capital

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2017 Facilities Agreement — continued

expenditures, the extension of loans to third parties, acquisitions and/or the use of proceeds from asset sales and fundraising activities, as well as an increase from zero to 125 bps in the financial expense, depending on the corresponding applicable margin, CEMEX would be required to pay under the 2017 Facilities Agreement. CEMEX also agreed to cease share repurchases whenever and for as long as the Company fails to report a consolidated leverage ratio of 4.50x or less.

As part of the amendments to the 2017 Facilities Agreement that became effective on November 4, 2019, among other aspects, CEMEX negotiated: a) an exclusive amount of up to $500 permitted for share buy-back; b) a new allowance for disposals of non-controlling interests in subsidiaries that are no obligors under the 2017 Facilities Agreement of up to $100 per calendar year; c) amendments related to the implementation of corporate reorganizations in Mexico, Europe and TCL; and d) modifications to the calculation and limits of the consolidated coverage ratio and the consolidated leverage ratio, as described in the Financial Covenants section below.

As part of the amendment process to the 2017 Facilities Agreement that became effective on April 2, 2019, among other aspects, CEMEX extended $1,060 of maturities by three years and made certain adjustments to its consolidated financial leverage ratio, as described below in the financial covenants section, in connection with the implementation of IFRS 16 and the neutralization of any potential effect from such adoption. In addition, CEMEX delayed the scheduled tightening of the consolidated financial leverage ratio limit by one year.

The balance of debt under the 2017 Facilities Agreement, which debtor is CEMEX, S.A.B. de C.V., was originally guaranteed by CEMEX México, S.A. de C.V. (“CEMEX México”), CEMEX Concretos, S.A. de C.V., Empresas Tolteca de México, S.A. de C.V. (“ETM”), New Sunward Holding B.V., CEMEX España, CEMEX Asia B.V., CEMEX Corp., CEMEX Africa & Middle East Investments B.V., CEMEX Finance LLC, CEMEX France Gestion (S.A.S.), CEMEX Research Group AG and CEMEX UK. In addition, the debt under these agreements (together with all other senior capital markets debt issued or guaranteed by CEMEX, and certain other preceding facilities) is also secured by a first-priority security interest in: (a) substantially all the shares of CEMEX Operaciones México, S.A. de C.V, CEMEX Innovation Holding Ltd. and CEMEX España (the “Collateral”); and (b) all proceeds of such Collateral. In 2019, the Parent Company merged and absorbed ETM and CEMEX México, effective against third parties on February 26, 2020 and March 9, 2020, respectively. In addition, CEMEX España merged and absorbed New Sunward Holding B.V. with effects as of December 1, 2020. As a result, the merged and absorbed entities ceased to guarantee CEMEX, S.A.B. de C.V.’s indebtedness and the shares of CEMEX México and New Sunward Holding B.V., which used to be part of the Collateral, are no longer part of it.

During the years 2020 and 2019, under the 2017 Facilities Agreement, CEMEX was required to: a) not exceed an aggregate amount for capital expenditures of $1,500 per year, excluding certain capital expenditures, joint venture investments and acquisitions by CHP and its subsidiaries and CLH and its subsidiaries, which had a separate limit of $500 (or its equivalent) each; and b) not exceed the amount for permitted acquisitions and investments in joint ventures of $400 per year. Nonetheless, such limitations did not apply if capital expenditures or acquisitions did not exceed free cash flow generation or were funded with proceeds from equity issuances or asset disposals.

In addition to the restrictions mentioned above, and subject in each case to the permitted negotiated amounts and other exceptions, CEMEX is also subject to several negative covenants that, among other things, restrict or limit

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2017 Facilities Agreement — continued

its ability to incur additional obligations, change its line of business, enter into mergers and enter into speculative derivatives transactions. Certain covenants and restrictions, such as the capital expenditure restrictions and several negative covenants, including restrictions on CEMEX's ability to declare or pay cash dividends and distributions to shareholders, among others, shall cease to apply or become less restrictive if CEMEX so elects upon CEMEX's Leverage Ratio (as defined hereinafter) for the two most recently completed quarterly testing periods being less than or equal to 3.75 times and no default under the 2017 Facilities Agreement is continuing. CEMEX cannot assure that it will be able to meet the conditions for these restrictions to cease to apply prior to the final maturity date under the 2017 Facilities Agreement. In addition, the 2017 Facilities Agreement contains events of default, some of which may occur and are outside of CEMEX's control such as expropriation, sequestration and availability of foreign exchange.

As of December 31, 2020 and 2019, CEMEX was in compliance with such limitations and restrictions contained in the 2017 Facilities Agreement. CEMEX cannot assure that in the future it will be able to comply with such restrictive covenants and limitations. CEMEX's failure to comply with such covenants and limitations could result in an event of default, which could materially and adversely affect CEMEX's business and financial condition.

Financial Covenants

The 2017 Facilities Agreement requires CEMEX to comply with financial ratios, which mainly include: a) the consolidated ratio of debt to Operating EBITDA (the "Leverage Ratio"); and b) the consolidated ratio of Operating EBITDA to interest expense (the "Coverage Ratio"). These financial ratios are calculated using the consolidated amounts under IFRS.

CEMEX must comply with a Coverage Ratio and a Leverage Ratio for each period of four consecutive quarters. After the October 13, 2020 amendments, the Coverage Ratio should be equal or greater than 1.75 times for each reference period ending on December 31, 2020 through March 31, 2021; equal or greater than 2.25 times for each reference period ending on June 30, 2021 through September 30, 2021; equal or greater than 2.50 times for each reference period ending on December 31, 2021 through September 30, 2022; and equal or greater than 2.75 times for each subsequent reference period. The limits for the Leverage Ratio are as follows:

Period	Leverage Ratio
For the period ending on December 31, 2020 up to and including the period ending on March 31, 2021	< = 6.25
For the period ending on June 30, 2021	< = 6.00
For the period ending on September 30, 2021 up to and including the period ending on March 31, 2022	< = 5.75
For the period ending on June 30, 2022 up to and including the period ending on September 30, 2022	< = 5.25
For the period ending on December 31, 2022 up to and including the period ending on March 31, 2023	< = 4.75
For the period ending on June 30, 2023 and each subsequent reference period	< = 4.50

Leverage Ratio: Is calculated dividing "Funded Debt" by pro forma Operating EBITDA for the last twelve months as of the calculation date including a permanent fixed adjustment from the adoption of IFRS 16. Funded Debt equals debt, as reported in the statement of financial position, net of cash and cash equivalents, excluding components of liability of convertible subordinated notes, plus lease liabilities, perpetual debentures and guarantees, plus or minus the fair value of derivative financial instruments, as applicable, among other adjustments for business acquisitions or disposals. Before the April 2, 2019 amendments, the calculation of Funded Debt did not include cash and cash equivalents and obligations under lease contracts.

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Financial Covenants — continued

Pro forma Operating EBITDA represents, Operating EBITDA for the last twelve months as of the calculation date, after IFRS 16 effects, plus the portion of Operating EBITDA referring to such twelve-month period of any significant acquisition made in the period before its consolidation in CEMEX, minus Operating EBITDA referring to such twelve-month period of any significant disposal that had already been liquidated.

Coverage Ratio: is calculated by dividing pro forma Operating EBITDA by the financial expense for the last twelve months as of the calculation date, both including IFRS 16 effects. Financial expense includes coupons accrued on the perpetual debentures.

As of December 31, 2020, 2019 and 2018, under the 2017 Facilities Agreement, the main consolidated financial ratios were as follows:

		Consolidated financial ratios [1]		
		2020	2019	2018
Leverage ratio	**Limit**	<=6.25	<=5.25	<=4.75
	Calculation	4.07	4.17	3.84
Coverage ratio	**Limit**	>=1.75	>=2.50	>=2.50
	Calculation	3.82	3.86	4.41

1 Refers to the compliance limits and calculations that were effective on such dates. For 2019, before the October 13, 2020 amendments and the May 22, 2020 amendments. For 2018, before the April 2, 2019 amendments, the November 4, 2019 amendments and the adoption of IFRS 16 in the financial statements.

CEMEX's ability to comply with these ratios may be affected by economic conditions and volatility in foreign exchange rates, as well as by overall conditions in the financial and capital markets.

CEMEX will classify all of its non-current debt as current debt if: 1) as of any measurement date CEMEX fails to comply with the aforementioned financial ratios; or 2) the cross default clause that is part of the 2017 Facilities Agreement is triggered by the provisions contained therein; 3) as of any date prior to a subsequent measurement date CEMEX expects not to be in compliance with such financial ratios in the absence of: a) amendments and/or waivers covering the next succeeding 12 months; b) high probability that the violation will be cured during any agreed upon remediation period and be sustained for the next succeeding 12 months; and/or c) an agreement to refinance the relevant debt on a long-term basis. As a result of such classification of debt as current for noncompliance with the agreed upon financial ratios or, in such event, the absence of a waiver of compliance or a negotiation thereof, after certain procedures upon CEMEX's lenders' request, they would call for the acceleration of payments due under the 2017 Facilities Agreement. That scenario would have a material adverse effect on CEMEX's operating results, liquidity or financial position.

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17.2) OTHER FINANCIAL OBLIGATIONS

As of December 31, 2020 and 2019, other financial obligations in the consolidated statement of financial position were detailed as follows:

	2020			2019		
	Current	Non-current	Total	Current	Non-current	Total
I. Leases	$ 293	967	1,260	$ 262	1,044	1,306
II. Liabilities secured with accounts receivable	586	—	586	599	—	599
III. Convertible subordinated notes due 2020	—	—	—	520	—	520
	$ 879	967	1,846	$ 1,381	1,044	2,425

I. Leases (notes 3.6, 8.1, 15.2 and 24.1)

CEMEX has several operating and administrative assets under lease contracts (note 15.2). CEMEX applies the recognition exemption for short-term leases and leases of low-value assets. Changes in the balance of lease financial liabilities during 2020, 2019 and 2018 were as follows:

	2020	2019	2018
Lease financial liability at beginning of year	$ 1,306	1,315	1,309
Additions from new leases	213	274	296
Reductions from payments	(276)	(239)	(192)
Cancellations and liability remeasurements	(9)	(54)	(67)
Foreign currency translation and accretion effects	26	10	(31)
Lease financial liability at end of year	$ 1,260	1,306	1,315

As of December 31, 2020, the maturities of non-current lease financial liabilities are as follows:

	Total
2022	$ 199
2023	162
2024	127
2025	95
2026 and thereafter	384
	$ 967

Total cash outflows for leases in 2020, 2019 and 2018, including the interest expense portion as disclosed at note 8.1, were $350, $316 and $266, respectively. Future payments associated with these contracts are presented in note 24.1.

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II. Liabilities secured with accounts receivable

As mentioned in note 10, the funded amounts of sale of trade accounts receivable under securitization programs and/or factoring programs with recourse, are recognized in “Other financial obligations” in the statement of financial position.

III. Optional convertible subordinated notes due 2020

During 2015, the Parent Company issued $521 aggregate principal amount of 3.72% optional convertible subordinated notes due in March 2020 (the “2020 Convertible Notes”) because of exchanges or settlements of other convertible notes. The 2020 Convertible Notes, were subordinated to most of CEMEX’s liabilities and commitments and were convertible into a fixed number of the Parent Company’s ADSs at any time at the holder’s election and were subject to antidilution adjustments. As of December 31, 2019, the conversion price per ADS for the 2020 Convertible Notes was $10.73 dollars. On March 13, 2020, CEMEX paid $521 as full settlement of the aggregate outstanding amount of the 2020 Convertible Notes which matured on March 15, 2020 with a minimal conversion of ADS.

17.3) FAIR VALUE OF FINANCIAL INSTRUMENTS

Financial assets and liabilities

The book values of cash, trade receivables, other accounts receivable, trade payables, other accounts payable and accrued expenses, as well as short-term debt, approximate their corresponding estimated fair values due to the revolving nature of these financial assets and liabilities in the short-term.

The estimated fair value of CEMEX´s non-current debt is level 1 and level 2 and is either based on estimated market prices for such or similar instruments, considering interest rates currently available for CEMEX to negotiate debt with the same maturities, or determined by discounting future cash flows using market-based interest rates currently available to CEMEX.

The fair values determined by CEMEX for its derivative financial instruments are level 2. There is no direct measure for the risk of CEMEX or its counterparties in connection with such instruments. Therefore, the risk factors applied for CEMEX’s assets and liabilities originated by the valuation of such derivatives were extrapolated from publicly available risk discounts for other public debt instruments of CEMEX or of its counterparties.

The estimated fair value of derivative instruments fluctuates over time and is determined by measuring the effect of future relevant economic variables according to the yield curves shown in the market as of the reporting date. These values should be analyzed in relation to the fair values of the underlying transactions and as part of CEMEX’s overall exposure to fluctuations in interest rates and foreign exchange rates. The notional amounts of derivative instruments do not represent amounts of cash exchanged by the parties, and consequently, there is no direct measure of CEMEX’s exposure to the use of these derivatives. The amounts exchanged are determined based on the notional amounts and other terms included in the derivative instruments.

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Financial assets and liabilities — continued

As of December 31, 2020 and 2019, the carrying amounts of financial assets and liabilities and their respective fair values were as follows:

	2020		2019	
	Carrying amount	Fair value	Carrying amount	Fair value
Financial assets				
Derivative financial instruments (notes 14.2 and 17.4)	$ 3	3	$ 2	2
Other investments and non-current accounts receivable (note 14.2)	272	272	234	234
	$ 275	275	$ 236	236
Financial liabilities				
Long-term debt (note 17.1)	$ 9,160	9,687	$ 9,303	9,711
Other financial obligations (note 17.2)	967	1,012	1,044	1,071
Derivative financial instruments (notes 17.4 and 18.2)	53	53	46	46
	$ 10,180	10,752	$ 10,393	10,828

As of December 31, 2020 and 2019, assets and liabilities carried at fair value in the consolidated statements of financial position are included in the following fair value hierarchy categories (note 3.6):

2020	Level 1	Level 2	Level 3	Total
Assets measured at fair value				
Derivative financial instruments (notes 14.2 and 17.4)	$ —	3	—	3
Investments in strategic equity securities (note 14.2)	3	—	—	3
Other investments at fair value through earnings (note 14.2)	—	23	—	23
	$ 3	26	—	29
Liabilities measured at fair value				
Derivative financial instruments (notes 17.4 and 18.2)	$ —	53	—	53

2019	Level 1	Level 2	Level 3	Total
Assets measured at fair value				
Derivative financial instruments (notes 14.2 and 17.4)	$ —	2	—	2
Investments in strategic equity securities (note 14.2)	3	—	—	3
Other investments at fair value through earnings (note 14.2)	—	34	—	34
	$ 3	36	—	39
Liabilities measured at fair value				
Derivative financial instruments (notes 17.4 and 18.2)	$ —	46	—	46

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17.4) DERIVATIVE FINANCIAL INSTRUMENTS

During the reported periods, in compliance with the guidelines established by its Risk Management Committee, the restrictions set forth by its debt agreements and its hedging strategy (note 17.5), CEMEX held derivative instruments, with the objectives, as the case may be of: a) changing the risk profile or fixed the price of fuels; b) foreign exchange hedging; c) hedge of forecasted transactions; and d) other corporate purposes.

As of December 31, 2020 and 2019, the notional amounts and fair values of CEMEX's derivative instruments were as follows:

	2020		2019	
	Notional amount	Fair value	Notional amount	Fair value
I. Net investment hedge	$ 741	(42)	1,154	(67)
II. Interest rate swaps	1,334	(47)	1,000	(35)
III. Equity forwards on third party shares	27	3	74	1
IV. Fuel price hedging	128	5	96	1
	$ 2,230	(81)	2,324	(100)

The caption "Financial income and other items, net" in the income statement includes gains and losses related to the recognition of changes in fair values of the derivative financial instruments during the applicable period, which represented net losses of $17 in 2020, net losses of $1 in 2019 and net gains of $39 in 2018.

I. Net investment hedge

As of December 31, 2020 and 2019, there are Dollar/Mexican peso foreign exchange forward contracts under a program that started in 2017 with a notional of up to $1,250, which can be adjusted in relation to hedged risks. During 2020, this program was adjusted and reached a notional amount of $741 with forward contracts with tenors from 1 to 18 months. For accounting purposes under IFRS, CEMEX has designated this program as a hedge of CEMEX's net investment in Mexican pesos, pursuant to which changes in fair market value of these instruments are recognized as part of other comprehensive income in equity. For the years 2020, 2019 and 2018, these contracts generated gains of $53 and losses of $126 and $59, respectively, which partially offset currency translation results in each year recognized in equity generated from CEMEX's net assets denominated in Mexican pesos due to the depreciation of the peso in 2020 and the appreciation of the peso in 2019 and 2018.

II. Interest rate swap contracts

As of December 31, 2020 and 2019, CEMEX held interest rate swaps for a notional amount of $1,000 the fair value of which represented a liability of $44 and $35, respectively, negotiated in June 2018 to fix interest payments of existing bank loans bearing floating rates. The contracts mature in June 2023. During September 2020, CEMEX amended one of the interest rate swap contracts to reduce the weighted strike from 3.05% to 2.56% paying $14 recognized within "Financial income and other items, net" in the statement of operations. For accounting purposes under IFRS, CEMEX designated these contracts as cash flow hedges, pursuant to which, changes in fair value are initially recognized as part of other comprehensive income in equity and are subsequently allocated through financial expense as interest expense on the related bank loans is accrued. For the years ended in 2020 and 2019, changes in fair value of these contracts generated losses of $9 and losses of $26, respectively, recognized in other comprehensive income.

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Interest rate swap contracts — continued

During October 2020, CEMEX negotiated interest rate swaps to fix interest payments of existing bank loans referenced to Mexican Peso floating rates and will mature in November 2023. As of December 31, 2020, CEMEX held a notional amount of $334 the fair value of which represented a liability of $3. CEMEX designated these contracts as cash flow hedges, pursuant to which, changes in fair value are initially recognized as part of other comprehensive income in equity and are subsequently allocated through financial expense as interest expense on the related bank loans is accrued. For the year ended in 2020 changes in fair value of these contracts generated losses of $3 recognized in other comprehensive income.

As of December 31, 2018, CEMEX had an interest rate swap maturing in September 2022 associated with an agreement entered by CEMEX for the acquisition of electric energy in Mexico, the fair value of which represented assets of $11. Pursuant to this instrument, during the tenure of the swap and based on its notional amount, CEMEX receives fixed rate of 5.4% and pays LIBOR. Changes in the fair value of this interest rate swap generated losses of $6 in 2018, recognized in the income statement for each period. During 2019, CEMEX unwound and settled its interest rate swap.

III. Equity forwards on third party shares

As of December 31, 2020 and 2019, CEMEX maintained equity forward contracts with cash settlement in March 2022 and March 2021, respectively, over the price of 4.7 million shares of Grupo Cementos de Chihuahua, S.A.B. de C.V. in 2020 and 13.9 million in 2019. During 2020 and 2019, CEMEX early settled a portion of these contracts for 9.2 and 6.9 million shares, respectively. Changes in the fair value of these instruments and early settlement effects generated gains of $1 in 2020, gains of $2 in 2019 and gains of $26 in 2018 recognized within “Financial income and other items, net” in the income statement.

IV. Fuel price hedging

As of December 31, 2020 and 2019, CEMEX maintained forward and option contracts negotiated to hedge the price of certain fuels, primarily diesel and gas, in several operations for aggregate notional amounts of $128 and $96, respectively, with an estimated aggregate fair value representing assets of $5 in 2020 and assets of $1 in 2019. By means of these contracts, for its own consumption only, CEMEX fixed the price of these fuels over certain volumes representing a portion of the estimated consumption of such fuels in several operations. These contracts have been designated as cash flow hedges of diesel or gas consumption, and as such, changes in fair value are recognized temporarily through other comprehensive income and are recycled to operating expenses as the related fuel volumes are consumed. For the years 2020, 2019 and 2018, changes in fair value of these contracts recognized in other comprehensive income represented gains of $7, gains of $15 and losses of $35, respectively.

Other derivative financial instruments negotiated during the periods

During 2020, CEMEX negotiated Dollar/Peso, Dollar/Euro and Dollar/British Pound foreign exchange forward contracts to sell Dollars and Pesos and buy Euro and British Pounds, negotiated in connection with the voluntary prepayment and currency exchanges under the 2017 Facilities Agreement, for a combined notional amount of $397. For the year 2020, the aggregate results from positions entered and settled, generated losses of $15 recognized within “Financial income and other items, net” in the statements of operation. Additionally, during 2020, CEMEX negotiated Dollar/Euro foreign exchange forward contracts to sell Dollars and buy Euro,

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Other derivative financial instruments negotiated during the periods — continued

negotiated in connection with the redemption of the 4.625% April 2024 Notes. For the year 2020, the aggregate results of these instruments from positions entered and settled, generated gains of $3, recognized within "Financial income and other items, net" in the statement of operations.

Moreover, in connection with the proceeds from the sale of certain assets in the United Kingdom (note 5.2), the Company negotiated British Pound/Euro foreign exchange forward contracts to sell British Pounds and buy Euro for a notional amount of $186. CEMEX settled such derivatives on August 5, 2020. During the year 2020, changes in the fair value of these instruments and their settlement generated gains of $9 recognized within "Financial income and other items, net" in the statement of operations.

17.5) RISK MANAGEMENT

Enterprise risks may arise from any of the following situations: i) the potential change in the value of assets owned or reasonably anticipated to be owned, ii) the potential change in value of liabilities incurred or reasonably anticipated to be incurred, iii) the potential change in value of services provided, purchase or reasonably anticipated to be provided or purchased in the ordinary course of business, iv) the potential change in the value of assets, services, inputs, products or commodities owned, produced, manufactured, processed, merchandised, leased or sell or reasonably anticipated to be owned, produced, manufactured, processed, merchandised, leased or sold in the ordinary course of business, or v) any potential change in the value arising from interest rate or foreign exchange rate exposures arising from current or anticipated assets or liabilities.

In the ordinary course of business, CEMEX is exposed to commodities risk, including the exposure from inputs such as fuel, coal, petcoke, fly-ash, gypsum and other industrial materials which are commonly used by CEMEX in the production process, and expose CEMEX to variations in prices of the underlying commodities. To manage this and other risks, such as credit risk, interest rate risk, foreign exchange risk, equity risk and liquidity risk, considering the guidelines set forth by the Parent Company's Board of Directors, which represent CEMEX's risk management framework and that are supervised by several Committees, CEMEX's management establishes specific policies that determine strategies oriented to obtain natural hedges to the extent possible, such as avoiding customer concentration on a determined market or aligning the currencies portfolio in which CEMEX incurred its debt, with those in which CEMEX generates its cash flows.

As of December 31, 2020 and 2019, these strategies are sometimes complemented with the use of derivative financial instruments as mentioned in note 17.4, such as the commodity forward contracts on fuels negotiated to fix the price of these underlying commodities.

The main risk categories are mentioned below:

Credit risk

Credit risk is the risk of financial loss faced by CEMEX if a customer or counterparty to a financial instrument does not meet its contractual obligations and originates mainly from trade accounts receivable. As of December 31, 2020 and 2019, the maximum exposure to credit risk is represented by the balance of financial assets. Management has developed policies for the authorization of credit to customers. Exposure to credit risk is monitored constantly according to the payment behavior of debtors. Credit is assigned on a customer-by-customer basis and is subject to assessments which consider the customers' payment capacity, as well as past behavior regarding due dates, balances

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Credit risk — continued

past due and delinquent accounts. In cases deemed necessary, CEMEX's management requires guarantees from its customers and financial counterparties regarding financial assets.

The Company's management has established a policy of low risk tolerance which analyzes the creditworthiness of each new client individually before offering the general conditions of payment terms and delivery. The review includes external ratings, when references are available, and in some cases bank references. Thresholds of purchase limits are established for each client, which represent the maximum purchase amounts that require different levels of approval. Customers that do not meet the levels of solvency requirements imposed by CEMEX can only carry out transactions by paying cash in advance. As of December 31, 2020, considering CEMEX's best estimate of potential expected losses based on the ECL model developed by CEMEX (note 10), the allowance for expected credit losses was $121.

Interest rate risk

Interest rate risk is the risk that the fair value or future cash flows of a financial instrument will fluctuate because of changes in market interest rates, which only affects CEMEX's results if the fixed-rate long-term debt is measured at fair value. All of CEMEX's fixed-rate long-term debt is carried at amortized cost and therefore is not subject to interest rate risk. CEMEX's accounting exposure to the risk of changes in market interest rates relates primarily to its long-term debt obligations with floating interest rates, which, if such rates were to increase, may adversely affect its financing cost and the results for the period.

Nonetheless, it is not economically efficient to concentrate on fixed rates at a high point when the interest rates market expects a downward trend. That is, there is an opportunity cost for continuing to pay a determined fixed interest rate when the market rates have decreased, and the entity may obtain improved interest rate conditions in a new loan or debt issuance. CEMEX manages its interest rate risk by balancing its exposure to fixed and variable rates while attempting to reduce its interest costs. CEMEX could renegotiate the conditions or repurchase the debt, particularly when the net present value of the estimated future benefits from the interest rate reduction are expected to exceed the cost and commissions that would have to be paid in such renegotiation or repurchase of debt.

As of December 31, 2020 and 2019, 17% and 22%, respectively, of CEMEX's long-term debt was denominated in floating rates at a weighted-average interest rate of LIBOR plus 294 basis points in 2020 and 285 basis points in 2019. These figures reflect the effect of interest rate swaps held by CEMEX during 2020 and 2019. As of December 31, 2020 and 2019, if interest rates at that date had been 0.5% higher, with all other variables held constant, CEMEX's net income for 2020 and 2019 would have reduced by $17 and $19, respectively, because of higher interest expense on variable rate denominated debt. This analysis does not include the effect of interest rate swaps held by CEMEX during 2020 and 2019.

A fundamental reform of major interest rate benchmarks is being undertaken globally, including the replacement of some interbank offered rates (IBORs) with alternative nearly risk-free rates (referred to as the "IBOR reform"). CEMEX has exposures to IBORs on its financial instruments that will be replaced or reformed as part of these market-wide initiatives. There is uncertainty over the timing and the methods of transition in some jurisdictions in which CEMEX operates. The Company anticipates that the IBOR reform will imply adjustments to its risk management and hedge accounting practices. Nonetheless, as mentioned in note 17.1 as part of the

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Interest rate risk — continued

October 13 amendments to the 2017 Facilities Agreements, to ease this transition, CEMEX included amendments to incorporate Loan Market Association replacement screen rate provisions in anticipation of the discontinuation of LIBOR and potentially EURIBOR.

CEMEX's respective risk management committee monitors and manages the Company's transition to alternative rates. The committee evaluates the extent to which contracts reference IBOR cash flows, whether such contracts will need to be amended as a result of IBOR reform and how to manage communication about IBOR reform with counterparties. The committee reports to the Parent Company's Board of Directors quarterly and collaborates with other business functions as needed. It provides periodic reports to management of interest rate risk and risks arising from IBOR reform.

Foreign currency risk

Foreign currency risk is the risk that the fair value of future cash flows of a financial instrument will fluctuate because of changes in foreign exchange rates. CEMEX's exposure to the risk of changes in foreign exchange rates relates primarily to its operating activities. Due to its geographic diversification, CEMEX's revenues and costs are generated and settled in various countries and in different currencies. For the year ended December 31, 2020, 21% of CEMEX's net sales, before eliminations resulting from consolidation, were generated in Mexico, 29% in the United States, 5% in the United Kingdom, 6% in France, 4% in Germany, 2% in Spain, 15% in the Rest of EMEAA region, 3% in Colombia, 1% in Panama, 2% in Dominican Republic, 2% in Caribbean TCL, 4% in the Rest of South, Central America and the Caribbean region, and 6% in CEMEX's other operations.

Foreign exchange results incurred through monetary assets or liabilities in a currency different from its functional currency are recorded in the consolidated statements of operations. Exchange fluctuations associated with foreign currency indebtedness directly related to the acquisition of foreign entities and exchange fluctuations in related parties' long-term balances denominated in foreign currency that are not expected to be settled in the foreseeable future, are recognized in the statement of other comprehensive income. As of December 31, 2020 and 2019, excluding from the sensitivity analysis the impact of translating the net assets denominated in currencies different from CEMEX's presentation currency, considering a hypothetic 10% strengthening of the dollar against the Mexican peso, with all other variables held constant, CEMEX's net income for 2020 and 2019 would have decreased by $87 and $76, respectively, as a result of higher foreign exchange losses on CEMEX's dollar-denominated net monetary liabilities held in consolidated entities with other functional currencies. Conversely, a hypothetic 10% weakening of the U.S. dollar against the Mexican peso would have the opposite effect.

As of December 31, 2020, 65% of CEMEX's financial debt was Dollar-denominated, 23% was Euro-denominated, 4% was Pound-denominated, 4% was Mexican peso-denominated, 2% was Philippine peso-denominated and 2% was in other currencies. Therefore, CEMEX had a foreign currency exposure arising mainly from the Dollar-denominated and Euro-denominated financial debt versus the several currencies in which CEMEX's revenues are settled in most countries in which it operates. The amounts of Pound-denominated financial debt and Philippine peso-denominated financial debt outstanding as of December 31, 2020, are closely related to the amount of revenues generated in such currencies and/or, in the case of the Euro-denominated financial debt, the amount of CEMEX's net assets denominated in such currencies; therefore, CEMEX considers that the foreign currency risk related to these amounts of debt is low. Nonetheless, CEMEX cannot guarantee that it will generate sufficient revenues in dollars, euros, pounds and Philippine pesos from its operations to service these obligations. As of December 31, 2020 and 2019, CEMEX had not implemented any derivative financing

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Foreign currency risk — continued

hedging strategy to address this foreign currency risk. Nonetheless, CEMEX may negotiate derivative financing hedging strategies in the future if either of its debt portfolio currency mix, interest rate mix, market conditions and/or expectations changes.

As of December 31, 2020 and 2019, CEMEX's consolidated net monetary assets (liabilities) by currency are as follows:

		2020					
		Mexico	United States	EMEAA	SCA&C	Others [1]	Total
Monetary assets	$	856	550	1,452	240	419	3,517
Monetary liabilities		1,420	2,480	3,534	680	9,625	17,739
Net monetary assets (liabilities)	$	(564)	(1,930)	(2,082)	(440)	(9,206)	(14,222)
Out of which:							
Dollars	$	(161)	(1,930)	17	(37)	(6,065)	(8,176)
Pesos		(403)	—	—	—	(87)	(490)
Euros		—	—	(743)	—	(2,451)	(3,194)
Pounds		—	—	(1,174)	—	26	(1,148)
Other currencies		—	—	(182)	(403)	(629)	(1,214)
	$	(564)	(1,930)	(2,082)	(440)	(9,206)	(14,222)

		2019					
		Mexico	United States	EMEAA	SCA&C	Others [1]	Total
Monetary assets	$	721	1,017	1,593	280	190	3,801
Monetary liabilities		1,311	2,444	3,162	589	10,220	17,726
Net monetary assets (liabilities)	$	(590)	(1,427)	(1,569)	(309)	(10,030)	(13,925)
Out of which:							
Dollars	$	(23)	(1,427)	—	(72)	(6,715)	(8,237)
Pesos		(567)	—	—	—	(144)	(711)
Euros		—	—	(519)	1	(2,505)	(3,023)
Pounds		—	—	(807)	—	20	(787)
Other currencies		—	—	(243)	(238)	(686)	(1,167)
	$	(590)	(1,427)	(1,569)	(309)	(10,030)	(13,925)

1 Includes the Parent Company, CEMEX's financing subsidiaries, as well as Neoris N.V., among other entities.

Considering that the Parent Company's functional currency for all assets, liabilities and transactions associated with its financial and holding company activities is the dollar (note 3.4), there is foreign currency risk associated with the translation into dollars of subsidiaries' net assets denominated in different currencies. When the dollar appreciates, the value of these net assets denominated in other currencies decreases in terms of Dollars, generating negative foreign currency translation and reducing stockholders' equity. Conversely, when the dollar depreciates, the value of such net assets denominated in other currencies would increase in terms of dollars

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Foreign currency risk — continued

generating the opposite effect. CEMEX has implemented a Dollar/Mexican peso foreign exchange forward contracts program to hedge foreign currency translation in connection with its net assets denominated in pesos (note 17.4).

Equity risk

Equity risk is the risk that the fair value of future cash flows of a financial instrument will fluctuate because of changes in the market price of CEMEX, S.A.B. de C.V.'s and/or third party's shares. As described in note 17.4, considering specific objectives, CEMEX has negotiated equity forward contracts on third-party shares. Under these equity derivative instruments, there is a direct relationship from the change in the fair value of the derivative with the change in price of the underlying share. All changes in fair value of such derivative instruments are recognized in the income statement as part of "Financial income and other items, net." During the reported periods effects were not significant.

As of December 31, 2020 and 2019, the potential change in the fair value of CEMEX's forward contracts in GCC shares that would result from a hypothetical, instantaneous decrease of 10% in the market price of GCC shares in dollars, with all other variables held constant, CEMEX's net income would have reduced by $3 in 2020 and $7 in 2019, because of additional negative changes in fair value associated with these forward contracts. A 10% hypothetical increase in the price of GCC shares would have generated approximately the opposite effect.

Liquidity risk

Liquidity risk is the risk that CEMEX will not have sufficient funds available to meet its obligations. In addition to cash flows provided by its operating activities, to meet CEMEX's overall liquidity needs for operations, servicing debt and funding capital expenditures and acquisitions, CEMEX relies on cost-cutting and operating improvements to optimize capacity utilization and maximize profitability, as well as borrowing under credit facilities, proceeds of debt and equity offerings, and proceeds from asset sales. CEMEX is exposed to risks from changes in foreign currency exchange rates, prices and currency controls, interest rates, inflation, governmental spending, social instability and other political, economic and/or social developments in the countries in which it operates, any one of which may materially affect CEMEX's results and reduce cash from operations. The maturities of CEMEX's contractual obligations are included in note 24.1.

As of December 31, 2020, current liabilities, which included $1,063 of current debt and other financial obligations, exceed current assets by $1,117. It is noted that as part of its operating strategy implemented by management, the Company operates with a negative working capital balance. For the year ended December 31, 2020, CEMEX generated net cash flows provided by operating activities of $1,578. The Company's management considers that CEMEX will generate sufficient cash flows from operations in the following twelve months to meet its current obligations and trusts in its proven capacity to continually refinance and replace its current obligations, which will enable CEMEX to meet any liquidity risk in the short-term. In addition, as of December 31, 2020, CEMEX has committed lines of credit under the revolving credit facility in its 2017 Facilities Agreement for a total amount of $1,121.

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18) OTHER CURRENT AND NON-CURRENT LIABILITIES

18.1) OTHER CURRENT LIABILITIES

As of December 31, 2020 and 2019, consolidated other current liabilities were as follows:

		2020	2019
Provisions[1]	$	718	558
Interest payable		86	88
Other accounts payable and accrued expenses[2]		267	313
Contract liabilities with customers (note 4)[3]		201	225
	$	1,272	1,184

1 Current provisions primarily consist of accrued employee benefits, insurance payments, accruals for legal assessments and others. These amounts are revolving in nature and are expected to be settled and replaced by similar amounts within the next 12 months.
2 As of December 31, 2020 and 2019, includes $19 and $22, respectively, of the current portion of other taxes payable in Mexico.
3 As of December 31, 2020 and 2019, contract liabilities with customers included $161 and $184, respectively, of advances received from customers, as well as in 2020 and 2019 the current portion of deferred revenues in connection with advances under long-term clinker supply agreements of $4 and $4, respectively.

18.2) OTHER NON-CURRENT LIABILITIES

As of December 31, 2020 and 2019, consolidated other non-current liabilities were as follows:

		2020	2019
Asset retirement obligations[1]	$	369	327
Accruals for legal assessments and other responsibilities[2]		27	30
Non-current liabilities for valuation of derivative instruments		53	46
Environmental liabilities[3]		275	214
Other non-current liabilities and provisions[4, 5]		273	308
	$	997	925

1 Provisions for asset retirement include future estimated costs for demolition, cleaning and reforestation of production sites at the end of their operation, which are initially recognized against the related assets and are depreciated over their estimated useful life.
2 Provisions for legal claims and other responsibilities include items related to tax contingencies.
3 Environmental liabilities include future estimated costs arising from legal or constructive obligations, related to cleaning, reforestation and other remedial actions to remediate damage caused to the environment. The expected average period to settle these obligations is greater than 15 years.
4 As of December 31, 2020 and 2019, includes $12 and $31, respectively, of the non-current portion of taxes payable in Mexico.
5 As of December 31, 2020 and 2019, the balance includes deferred revenues of $42 and $50, respectively, that are amortized to the income statement as deliverables are fulfilled over the maturity of long-term clinker supply agreements.

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Other non-current liabilities — continued

Changes in consolidated other current and non-current liabilities for the years ended December 31, 2020 and 2019, were as follows:

		2020						
		Asset retirement obligations	Environmental liabilities	Accruals for legal proceedings	Valuation of derivative instruments	Other liabilities and provisions	Total	2019
Balance at beginning of period	$	327	214	30	102	851	1,524	1,335
Additions or increase in estimates		80	1	3	7	2,306	2,397	1,641
Releases or decrease in estimates		(28)	—	(8)	—	(2,132)	(2,168)	(1,527)
Reclassifications		54	—	—	—	59	113	62
Accretion expense		(17)	62	—	—	(167)	(122)	(59)
Foreign currency translation		(47)	(2)	2	(18)	77	12	72
Balance at end of period	$	369	275	27	91	994	1,756	1,524
Out of which:								
Current provisions	$	—	—	—	38	721	759	599

19) PENSIONS AND POST-EMPLOYMENT BENEFITS

Defined contribution pension plans

The consolidated costs of defined contribution plans for the years ended December 31, 2020, 2019 and 2018 were $48, $50 and $45, respectively. CEMEX contributes periodically the amounts offered by the pension plan to the employee's individual accounts, not retaining any remaining liability as of the financial statements' date.

Defined benefit pension plans

Most of CEMEX's defined benefit plans have been closed to new participants for several years. Actuarial results related to pension and other post-employment benefits are recognized in earnings and/or in "Other

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Defined benefit pension plans — continued

comprehensive income" for the period in which they are generated, as appropriate. For the years ended December 31, 2020, 2019 and 2018, the effects of pension plans and other post-employment benefits are summarized as follows:

	Pensions			Other benefits			Total		
Net period cost (income):	**2020**	**2019**	**2018**	**2020**	**2019**	**2018**	**2020**	**2019**	**2018**
Recorded in operating costs and expenses									
Service cost	$ 10	10	10	2	2	3	12	12	13
Past service cost	(2)	1	9	1	—	—	(1)	1	9
Settlements and curtailments	—	(3)	—	(1)	—	—	(1)	(3)	—
	8	8	19	2	2	3	10	10	22
Recorded in other financial expenses									
Net interest cost	28	34	35	5	5	5	33	39	40
Recorded in other comprehensive income									
Actuarial (gains) losses for the period	181	203	(176)	18	7	—	199	210	(176)
	$ 217	245	(122)	25	14	8	242	259	(114)

As of December 31, 2020 and 2019, the reconciliation of the actuarial benefits' obligations and pension plan assets, are presented as follows:

	Pensions		Other benefits		Total	
	2020	**2019**	**2020**	**2019**	**2020**	**2019**
Change in benefits obligation:						
Projected benefit obligation at beginning of the period	$ 2,651	2,375	87	79	2,738	2,454
Service cost	10	10	2	2	12	12
Interest cost	70	78	5	5	75	83
Actuarial losses	258	268	18	7	276	275
Additions through business combinations	1	—	—	—	1	—
Settlements and curtailments	—	(3)	(1)	—	(1)	(3)
Reduction from disposal of assets	—	(2)	—	—	—	(2)
Plan amendments	(2)	1	1	—	(1)	1
Benefits paid	(140)	(141)	(6)	(7)	(146)	(148)
Foreign currency translation	80	65	(1)	1	79	66
Projected benefit obligation at end of the period	2,928	2,651	105	87	3,033	2,738
Change in plan assets:						
Fair value of plan assets at beginning of the period	1,599	1,486	1	1	1,600	1,487
Return on plan assets	42	44	—	—	42	44
Actuarial gains	77	65	—	—	77	65
Employer contributions	75	103	6	7	81	110
Reduction for disposal of assets	—	(1)	—	—	—	(1)
Benefits paid	(140)	(141)	(6)	(7)	(146)	(148)
Foreign currency translation	40	43	—	—	40	43
Fair value of plan assets at end of the period	1,693	1,599	1	1	1,694	1,600
Net projected liability in the statement of financial position	$ 1,235	1,052	104	86	1,339	1,138

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Defined benefit pension plans — continued

For the years 2020, 2019 and 2018, actuarial (gains) losses for the period were generated by the following main factors as follows:

	2020	2019	2018
Actuarial (gains) losses due to experience	$ 1	5	(58)
Actuarial (gains) losses due to demographic assumptions	18	(11)	(57)
Actuarial (gains) losses due financial assumptions	180	216	(61)
	$ 199	210	(176)

In 2020, net actuarial losses due to financial assumptions were mainly driven by a general decrease in the discount rates applicable to the calculation of the benefits' obligations mainly in the United Kingdom, the United States, and Mexico, as market interest rates decrease globally in 2020 as compared to 2019, partially offset by actual returns in plan assets higher than estimated in the United Kingdom and the United States. In addition, the United Kingdom Government confirmed on November 25, 2020, with effect from February 2030 onwards, Retail Prices Index ("RPI") will be aligned with Consumer Prices Index ("CPI"). The RPI is used to set pension increase assumptions for the United Kingdom pension plans. As a result of this change, in 2020, CEMEX had an increase in its United Kingdom pension liabilities of $54. In 2019, such net actuarial losses were also mainly driven by a general decrease in the discount rates applicable to the calculation of the benefits' obligations mainly in the United Kingdom, the United States, Germany and Mexico, as market interest rates decrease globally in 2019 as compared to 2018, partially offset by actual returns in plan assets higher than estimated in the United Kingdom and the United States. In 2018, net actuarial gains due to financial assumptions were mainly generated by a general increase in the discounts rates applied for the calculation of the pension benefit obligations in the United Kingdom, Germany, United States and Mexico, among others, resulting from the increase in market interest rates after several years in which such rates reached historically low levels.

As of December 31, 2020 and 2019, based on the hierarchy of fair values, plan assets are detailed as follows:

	2020				2019			
	Level 1	Level 2	Level 3	Total	Level 1	Level 2	Level 3	Total
Cash	$ 44	—	—	44	$ 45	16	—	61
Investments in corporate bonds	1	474	—	475	4	396	—	400
Investments in government bonds	86	371	—	457	90	450	—	540
Total fixed-income securities	131	845	—	976	139	862	—	1,001
Investment in marketable securities	341	89	—	430	223	157	—	380
Other investments and private funds	146	55	87	288	46	85	88	219
Total variable-income securities	487	144	87	718	269	242	88	599
Total plan assets	$ 618	989	87	1,694	$ 408	1,104	88	1,600

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Defined benefit pension plans — continued

The most significant assumptions used in the determination of the benefit obligation were as follows:

	2020				2019			
	Mexico	United States	United Kingdom	Range of rates in other countries	Mexico	United States	United Kingdom	Rates ranges in other countries
Discount rates	7.8%	2.6%	1.5%	0.2% – 9.0%	8.75%	3.6%	2.1%	0.4% – 8.8%
Rate of return on plan assets	7.8%	2.6%	1.5%	0.2% – 9.0%	8.75%	3.6%	2.1%	0.4% – 8.8%
Rate of salary increases	4.5%	—	3.0%	2.3% – 6.8%	4.0%	—	3.0%	2.3% – 6.8%

As of December 31, 2020, estimated payments for pensions and other post-employment benefits over the next 10 years were as follows:

	Estimated payments
2021	$ 157
2022	144
2023	144
2024	144
2025 – 2030	868

As of December 31, 2020 and 2019, the aggregate projected benefit obligation (“PBO”) for pension plans and other post-employment benefits and the plan assets by country were as follows:

	2020			2019		
	PBO	Assets	Deficit	PBO	Assets	Deficit
Mexico	$ 216	29	187	$ 203	24	179
United States	305	222	83	297	219	78
United Kingdom[1]	1,925	1,214	711	1,681	1,128	553
Germany	219	8	211	204	9	195
Other countries	368	221	147	353	220	133
	$ 3,033	1,694	1,339	$ 2,738	1,600	1,138

1 Applicable regulation in the United Kingdom requires to maintain plan assets at a level similar to that of the obligations. Beginning in 2012, the pension fund started to receive annual dividends from a limited partnership (the “Partnership”), whose assets transferred by CEMEX UK of an approximate value of $553, are leased back to CEMEX UK. The Partnership is owned, controlled and consolidated by CEMEX UK. The annual dividends received by the pension funds in 2020, 2019 and 2018, which increase at a 5% rate per year, were £21.3 ($29), £20.3 ($27) and £19.3 ($25), respectively. In 2037, on expiry of the arrangement, the Partnership will be terminated and under the terms of the agreement, the remaining assets will be distributed to CEMEX UK. Distributions from the Partnership to the pension fund are considered as employer contributions to plan assets in the period in which they occur.

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Defined benefit pension plans — continued

In some countries, CEMEX has established health care benefits for retired personnel limited to a certain number of years after retirement. As of December 31, 2020 and 2019, the projected benefits obligation related to these benefits was $78 and $62, respectively, included within other benefits liability. The medical inflation rates used to determine the projected benefits obligation of these benefits in 2020 and 2019 for Mexico were 8% in both years, for Puerto Rico 6.4% and 6.3%, respectively, for the United Kingdom were 6.5% in both years and for TCL were 5.0% and 8.0%, respectively.

Significant events of settlements or curtailments related to employees' pension benefits and other post-employment benefits during the reported periods

During 2020, in connection with the divestiture of Kosmos' assets in the United States (note 5.1), CEMEX recognized a curtailment gain of $1 related to its medical plan. Moreover, in France, CEMEX changed certain formulas of the pension benefits resulting in a past service gain of $2. In addition, in Mexico, CEMEX changed some postretirement benefits which resulted in an expense for past services of $1 in 2020. These effects were recognized in the income statement for the year.

During 2019, CEMEX in France closed two legal entities resulting in a curtailment gain of $3, which were recognized in the income statement for the period. There were no significant events during 2018.

Sensitivity analysis of pension and other post-employment benefits

For the year ended December 31, 2020, CEMEX performed sensitivity analyses on the most significant assumptions that affect the PBO, considering reasonable independent changes of plus or minus 50 basis points in each of these assumptions. The increase (decrease) that would have resulted in the PBO of pensions and other post-employment benefits as of December 31, 2020 are shown below:

	Pensions		Other benefits		Total	
	+50 bps	-50 bps	+50 bps	-50 bps	+50 bps	-50 bps
Assumptions:						
Discount Rate Sensitivity	$ (202)	228	(5)	6	(207)	234
Salary Increase Rate Sensitivity	7	(7)	1	—	8	(7)
Pension Increase Rate Sensitivity	146	(128)	—	—	146	(128)

Multiemployer defined benefit pension plans

In addition to the Company's sponsored plans, certain union employees in the United States and the United Kingdom are covered under multiemployer defined benefit plans administered by their unions. The Company's funding arrangements, rate of contributions and funding requirements were made in accordance with the contractual multiemployer agreements. The combined amounts contributed to the multiemployer plans were $56 in 2020, $64 in 2019 and $65 in 2018. The Company expects to contribute approximately $58 to the multiemployer plans in 2021.

In addition to the funding described in the preceding paragraph, CEMEX negotiated with a union managing a multiemployer plan in the United States the change of the plan from defined benefit to defined contribution beginning on September 29, 2019. This change generated a one-time settlement obligation of $24 recognized in the income statement in 2019 as part of "Other expenses, net," against an accrued liability. Payments are expected to be made over the next 20 years though lump sum payment is allowable.

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20) INCOME TAXES

20.1) INCOME TAXES FOR THE PERIOD

The amounts of income tax expense in the statements of operations for 2020, 2019 and 2018 are summarized as follows:

		2020	2019	2018
Current income tax expense	$	174	143	99
Deferred income tax expense (revenue)		(122)	19	125
	$	52	162	224

20.2) DEFERRED INCOME TAXES

As of December 31, 2020 and 2019, the main temporary differences that generated the consolidated deferred income tax assets and liabilities are presented below:

		2020	2019
Deferred tax assets:			
Tax loss carryforwards and other tax credits	$	777	757
Accounts payable and accrued expenses		558	458
Intangible assets, net		49	57
Total deferred tax assets, gross		1,384	1,272
Presentation offset regarding same legal entity		(644)	(645)
		740	627
Deferred tax liabilities:			
Property, machinery and equipment and right-of-use asset, net		(1,273)	(1,323)
Investments and other assets		(29)	(42)
Total deferred tax liabilities, gross		(1,302)	(1,365)
Presentation offset regarding same legal entity		644	645
Total deferred tax liabilities, net in the statement of financial position		(658)	(720)
Net deferred tax assets (liabilities)	$	82	(93)
Out of which:			
Net deferred tax liability in Mexican entities[1]	$	(77)	(157)
Net deferred tax asset in Foreign entities[2]		159	64
Net deferred tax asset (liability)	$	82	(93)

1 Net deferred tax liabilities in Mexico mainly refer to a temporary difference resulting when comparing at the reporting date the carrying amount of property, machinery and equipment, as per IFRS, and their corresponding tax values (remaining tax-deductible amount), partially offset by certain deferred tax assets from tax loss carryforwards that are expected to be recovered in the future against taxable income. When the book value is greater than the related tax value results in a deferred tax liability. In 2011, upon transition to IFRS, CEMEX elected to measure its fixed assets at fair value, which resulted in a significant increase in book value, mainly associated with the revaluation of mineral reserves. Such restated amounts are depleted to the income statement in a period over 35 years, generating accounting expense that is not tax-deductible; hence the temporary difference will gradually reverse over time but does not represent a payment obligation to the tax authority at the reporting date.

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Deferred income taxes — continued

2 Net deferred tax assets in foreign entities in 2020 and 2019 are mainly related to tax loss carryforwards recognized in prior years, mainly in the United States, that are expected to be recovered in the future against taxable income.

As of December 31, 2020 and 2019, balances of the deferred tax assets and liabilities included in the statement of financial position are located in the following entities:

	2020			2019		
	Assets	Liabilities	Net	Assets	Liabilities	Net
Mexican entities	$ 152	(229)	(77)	$ 189	(346)	(157)
Foreign entities	588	(429)	159	438	(374)	64
	$ 740	(658)	82	$ 627	(720)	(93)

The breakdown of changes in consolidated deferred income taxes during 2020, 2019 and 2018 was as follows:

	2020	2019	2018
Deferred income tax expense (revenue) in the income statement	$ (122)	19	125
Deferred income tax revenue in stockholders' equity[1]	(41)	(59)	(10)
Reclassifications[2]	(12)	3	3
Change in deferred income tax during the period	$ (175)	(37)	118

1 In 2018, includes a deferred income tax revenue of $8 in connection with the adoption of IFRS 9 on January 1, 2018.
2 In 2020, 2019 and 2018, refers to the effects of the reclassification of balances to assets held for sale and related liabilities (note 5.2).

Current and/or deferred income tax relative to items of other comprehensive income during 2020, 2019 and 2018 were as follows:

	2020	2019	2018
Revenue related to foreign exchange fluctuations from intercompany balances (note 21.2)	$ (19)	(19)	(2)
Expense (revenue) associated to actuarial results (note 21.2)	(41)	(29)	31
Revenue related to derivative financial instruments (note 17.4)	14	(34)	(3)
Expense (revenue) from foreign currency translation and other effects	(14)	4	(38)
	$ (60)	(78)	(12)

As of December 31, 2020, consolidated tax loss and tax credits carryforwards expire as follows:

	Amount of carryforwards	Amount of unrecognized carryforwards	Amount of recognized carryforwards
2021	$ 93	81	12
2022	312	289	23
2023	475	454	21
2024	524	234	290
2025 and thereafter	14,897	12,078	2,819
	$ 16,301	13,136	3,165

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Deferred income taxes — continued

As of December 31, 2020, in connection with CEMEX's deferred tax loss carryforwards presented in the table above, to realize the benefits associated with such deferred tax assets that have been recognized, before their expiration, CEMEX would need to generate $3,165 in consolidated pre-tax income in future periods. Based on the same forecasts of future cash flows and operating results used by CEMEX's management to allocate resources and evaluate performance in the countries in which CEMEX operates, along with the implementation of feasible tax strategies, CEMEX believes that it will recover the balance of its tax loss carryforwards that have been recognized before their expiration. In addition, CEMEX concluded that, the deferred tax liabilities that were considered in the analysis of recoverability of its deferred tax assets will reverse in the same period and tax jurisdiction of the related recognized deferred tax assets. Moreover, a certain amount of CEMEX's deferred tax assets refers to operating segments and tax jurisdictions in which CEMEX is currently generating taxable income or in which, according to CEMEX's management cash flow projections, will generate taxable income in the relevant periods before the expiration of the deferred tax assets.

The Parent Company does not recognize a deferred income tax liability related to its investments in subsidiaries considering that CEMEX controls the reversal of the temporary differences arising from these investments and management is satisfied that such temporary differences will not reverse in the foreseeable future.

20.3) RECONCILIATION OF EFFECTIVE INCOME TAX RATE

For the years ended December 31, 2020, 2019 and 2018, the effective consolidated income tax rates were as follows:

		2020	2019	2018
Earnings before income tax	$	(1,274)	253	717
Income tax expense		(52)	(162)	(224)
Effective consolidated income tax expense rate[1]		(4.1)%	64.0%	31.2%

1 The average effective tax rate equals the net amount of income tax revenue or expense divided by income or loss before income taxes, as these line items are reported in the income statement.

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Reconciliation of effective income tax rate — continued

Differences between the financial reporting and the corresponding tax basis of assets and liabilities and the different income tax rates and laws applicable to CEMEX, among other factors, give rise to permanent differences between the statutory tax rate applicable in Mexico, and the effective tax rate presented in the consolidated statements of operations, which in 2020, 2019 and 2018 were as follows:

	2020		2019		2018	
	%	$	%	$	%	$
Mexican statutory tax rate	30.0	(382)	30.0	76	30.0	215
Difference between accounting and tax expenses, net[1]	(19.0)	242	109.2	277	18.7	134
Non-taxable sale of equity securities and fixed assets	1.3	(17)	(13.4)	(34)	(4.6)	(33)
Difference between book and tax inflation	(7.1)	90	38.1	96	19.5	140
Differences in the income tax rates in the countries where CEMEX operates[2]	(0.9)	12	(31.9)	(81)	(16.0)	(115)
Changes in deferred tax assets[3]	(9.6)	122	(59.8)	(151)	(15.6)	(112)
Changes in provisions for uncertain tax positions	0.2	(2)	(5.2)	(13)	(1.8)	(13)
Others	1.0	(13)	(3.0)	(8)	1.0	8
Effective consolidated income tax expense rate	(4.1)	52	64.0	162	31.2	224

1 In 2020, includes $312 related to the effects of the impairment charges which are basically non-deductible (note 6). In 2019, includes $117 of difference between book and tax foreign exchange fluctuations of the Parent Company.
2 Refers mainly to the effects of the differences between the statutory income tax rate in Mexico of 30% against the applicable income tax rates of each country where CEMEX operates. In 2018, includes the effect related to the change in statutory tax rate in Colombia and the United States, respectively (note 20.4).
3 Refers to the effects in the effective income tax rate associated with changes during the period in the amount of deferred income tax assets related to CEMEX's tax loss carryforwards.

The following table compares variations between the line item "Changes in deferred tax assets" as presented in the table above against the changes in deferred tax assets in the statement of financial position for the years ended December 31, 2020 and 2019:

	2020		2019	
	Changes in the statement of financial position	Amounts in reconciliation	Changes in the statement of financial position	Amounts in reconciliation
Tax loss carryforwards generated and not recognized during the year	$ —	178	—	84
Derecognition related to tax loss carryforwards recognized in prior years	(70)	12	(43)	(43)
Recognition related to unrecognized tax loss carryforwards	82	(84)	92	92
Foreign currency translation and other effects	8	16	6	18
Changes in deferred tax assets	$ 20	122	55	151

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20.4) UNCERTAIN TAX POSITIONS AND SIGNIFICANT TAX PROCEEDINGS

Uncertain tax positions

As of December 31, 2020 and 2019, as part of current provisions and non-current other liabilities (note 18), CEMEX has recognized provisions related to unrecognized tax benefits in connection with uncertain tax positions taken, in which it is deemed probable that the tax authority would differ from the position adopted by CEMEX. As of December 31, 2020, the tax returns submitted by some subsidiaries of CEMEX located in several countries are under review by the respective tax authorities in the ordinary course of business. CEMEX cannot anticipate if such reviews will result in new tax assessments, which would, should any arise, be appropriately disclosed and/or recognized in the financial statements. A summary of the beginning and ending amount of unrecognized tax benefits for the years ended December 31, 2020, 2019 and 2018, excluding interest and penalties, is as follows:

		2020	2019	2018
Balance of tax positions at beginning of the period	$	28	44	80
Adoption effects of IFRIC 23 credited to retained earnings (note 3.1)		—	(6)	—
Additions for tax positions of prior periods		—	—	1
Additions for tax positions of current period		3	4	6
Reductions for tax positions related to prior periods and other items		(1)	(13)	(2)
Settlements and reclassifications		(3)	–	(7)
Expiration of the statute of limitations		(2)	(2)	(32)
Foreign currency translation effects		2	1	(2)
Balance of tax positions at end of the period	$	27	28	44

Tax examinations can involve complex issues, and the resolution of issues may span multiple years, particularly if subject to negotiation or litigation. Although CEMEX believes its estimates of the total unrecognized tax benefits are reasonable, uncertainties regarding the final determination of income tax audit settlements and any related litigation could affect the amount of total unrecognized tax benefits in future periods. It is difficult to estimate the timing and range of possible changes related to uncertain tax positions, as finalizing audits with the income tax authorities may involve formal administrative and legal proceedings. Accordingly, it is not possible to reasonably estimate the expected changes to the total unrecognized tax benefits over the next 12 months, although any settlements or statute of limitations expirations may result in a significant increase or decrease in the total unrecognized tax benefits, including those positions related to tax examinations being currently conducted.

Significant tax proceedings

As of December 31, 2020, the Company’s most significant tax proceedings are as follows:

- The tax authorities in Spain have challenged part of the tax loss carryforwards reported by CEMEX España covering the tax years from and including 2006 to 2009. During 2014, the tax authorities in Spain notified CEMEX España of fines in the aggregate amount of $557. CEMEX España filed appeals against such resolution. On September 20, 2017, CEMEX España was notified about an adverse resolution to such appeals. CEMEX España challenged this decision and applied for the suspension of the payment before the National Court (*Audiencia Nacional*) until the case is finally resolved. On November 6, 2018 CEMEX España obtained a favorable resolution to this request from the National Court through the pledge of certain fixed assets. As of December 31, 2020, CEMEX believes an adverse resolution in this proceeding is not probable and no accruals have been created in connection with this proceeding. Nonetheless, it is difficult to

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assess with certainty the likelihood of an adverse result, and the appeals that CEMEX España has filed could take an extended amount of time to be resolved, but if adversely resolved, this proceeding could have a material adverse impact on CEMEX's results of operations, liquidity or financial position.

- On April 6, 2018, CEMEX Colombia received a special proceeding from the Colombian Tax Authority (the "Tax Authority"), where certain deductions included in the 2012 income tax return were rejected. The Tax Authority assessed an increase in the income tax payable by CEMEX Colombia and imposed an inaccuracy penalty for amounts in Colombian pesos equivalent to $36 of income tax and $36 of penalty. On June 22, 2018, CEMEX Colombia filed a response to the special proceeding within the legal term. On December 28, 2018, CEMEX Colombia received an official review settlement ratifying the rejected deductible items and amounts. CEMEX Colombia filed a reconsideration request on February 21, 2019. On January 8, 2020, CEMEX Colombia was notified that, in response to the appeal filed by it, the Tax Authority had confirmed its assessment that CEMEX Colombia is required to pay increased taxes and corresponding penalties, as previously notified on April 6, 2018. On July 1, 2020, CEMEX Colombia filed an appeal against the aforementioned resolution in the Administrative Court of Cundinamarca. If the proceeding is adversely resolved in the final stage, CEMEX Colombia must pay the amounts determined in the official settlement plus interest accrued on the amount of the income tax adjustment until the payment date. As of December 31, 2020, in this stage of the proceeding, CEMEX considers that an adverse resolution in this proceeding after conclusion of all available defense procedures is not probable, however, it is difficult to assess with certainty the likelihood of an adverse result in the proceeding; but if adversely resolved, CEMEX believes this proceeding could have a material adverse impact on the operating results, liquidity or financial position of CEMEX.
- In September 2012, the Tax Authority requested CEMEX Colombia to amend its income tax return for the year 2011 in connection with several deductible expenses including the amortization of goodwill. CEMEX Colombia rejected the arguments of the ordinary request and filed a motion requesting the case to be closed. The 2011 income tax return was under audit of the Tax Authority from August 2013 until September 5, 2018, when CEMEX Colombia was notified of a special requirement in which the Tax Authority rejects certain deductions included in such income tax return of the year 2011 and determined an increase in the income tax payable and imposed a penalty for amounts in Colombian pesos equivalent to $25 of income tax and $25 of penalty. CEMEX Colombia filed a response to the special requirement on November 30, 2018 and the Tax Authority notified the official review liquidation on May 15, 2019, maintaining the claims of the special requirement; therefore, CEMEX Colombia filed an appeal within the legal term on July 11, 2019. On July 6, 2020, CEMEX Colombia was notified about a resolution confirming the official liquidation. On October 22, 2020, CEMEX Colombia filed an appeal against such resolution in the Administrative Court of Cundinamarca. If the proceeding is adversely resolved in its final stage, CEMEX Colombia would have to pay the amounts determined in the official settlement plus interest accrued on the amount of the income tax adjustment until the date of payment. As of December 31, 2020, in this stage of the proceeding, CEMEX considers that an adverse resolution in this proceeding after conclusion of all available defense procedures is not probable, however, it is difficult to assess with certainty the likelihood of an adverse result in the proceeding; but if adversely resolved, CEMEX believes this proceeding could have a material adverse impact on the operating results, liquidity or financial position of CEMEX.
- In April 2011, the Tax Authority notified CEMEX Colombia of a special proceeding rejecting certain deductions taken by CEMEX Colombia in its 2009 tax return considering they are not linked to direct revenues recorded in the same fiscal year and assessed an increase in taxes to be paid by CEMEX Colombia

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and imposed a penalty for amounts in Colombian pesos equivalent to $27 of income tax and $27 of penalty, considering changes in law that reduced the original penalty. After several appeals of CEMEX Colombia to the Colombian Tax Authority's special proceeding in the applicable courts in which CEMEX Colombia obtained negative resolutions in each case over the years, in July 2014, CEMEX Colombia filed an appeal against this resolution before the Colombian State Council (*Consejo de Estado)*. On December 4, 2020, CEMEX Colombia received a last instance favorable resolution from the Colombian State Council on November 26, 2020. Appeals or other resources against this resolution are not applicable. Accordingly, CEMEX Colombia will not have to pay any additional taxes, penalties or interest in connection with the 2009 tax year.

21) STOCKHOLDERS' EQUITY

The consolidated financial statements are presented in dollars based on IAS 21, *The Effects of Changes in Foreign Exchange Rates* ("IAS 21"), while the reporting currency of the Parent Company is the Mexican Peso. As a result, for the consolidated entity, transactions of common stock, additional paid-in capital and retained earnings are translated and accrued using historical exchange rates of the dates in which the transactions occurred. As a result, although the amounts of total non-controlling interest in the consolidated financial statements and total stockholders' equity of the Parent Company are the same, IAS 21 methodology results in differences between line-by-line items within CEMEX's controlling interest and the Parent Company's stockholders' equity. The official stockholders' equity for statutory purposes is that of the Parent Company as expressed in Mexican pesos. As of December 31, 2020, the line-by-line reconciliation between CEMEX's controlling interest, as reported using the dollar as presentation currency, and the Parent Company's stockholders' equity, using a convenience translation of the balances in pesos translated using the exchange rate of 19.89 pesos per dollar as of December 31, 2020, is as follows:

		As of December 31, 2020	
		Consolidated	Parent Company
Common stock and additional paid-in capital[1]	$	7,893	5,403
Other equity reserves[1,2]		(2,453)	974
Retained earnings[2]		2,635	1,698
Total controlling interest	$	8,075	8,075

1 The difference relates to the method of accruing dollars using the historical exchange rates to translate each common stock and additional paid-in capital transaction denominated in Mexican pesos to dollars. The cumulative effect from these changes in exchange rates is recognized against other equity reserves.

2 The difference relates with the method of accruing dollars using the exchange rates of each month during the period for income statement purposes. The cumulative effect from these changes in exchange rates is recognized against other equity reserves.

As of December 31, 2020 and 2019, stockholders' equity excludes investments in CPOs of the Parent Company held by subsidiaries of $11 (20,541,277 CPOs) and $8 (20,541,277 CPOs), respectively, which were eliminated within "Other equity reserves."

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21.1) COMMON STOCK AND ADDITIONAL PAID-IN CAPITAL

As of December 31, 2020 and 2019, the breakdown of consolidated common stock and additional paid-in capital was as follows:

		2020	2019
Common stock	$	318	318
Additional paid-in capital		7,575	10,106
	$	7,893	10,424

Effective as of December 31, 2020, the Company's management approved a restitution to the consolidated line item of "Retained earnings" for $2,481, by means of transfer with charge to the line item of "Additional paid-in capital." This transfer represents a reclassification between line items within CEMEX's consolidated stockholders' equity that does not affect its consolidated amount.

As of December 31, 2020 and 2019 the common stock of CEMEX, S.A.B. de C.V. was presented as follows:

	2020		2019	
Shares[1]	Series A[2]	Series B[2]	Series A[2]	Series B[2]
Subscribed and paid shares	29,457,941,452	14,728,970,726	30,214,262,692	15,107,131,346
Unissued shares authorized for executives' stock compensation programs	881,442,830	440,721,415	881,442,830	440,721,415
Repurchased shares[3]	756,323,120	378,161,560	315,400,000	157,700,000
Shares that guarantee/guaranteed the issuance of convertible securities[4]	1,970,862,596	985,431,298	2,842,339,760	1,421,169,880
Shares authorized for the issuance of stock or convertible securities[5]	302,144,720	151,072,360	302,144,720	151,072,360
	33,368,714,718	16,684,357,359	34,555,590,002	17,277,795,001

1 As of December 31, 2020 and 2019, 13,068,000,000 shares correspond to the fixed portion, and 36,985,072,077 shares as of December 31, 2020 and 38,765,385,003 shares as of December 31, 2019, correspond to the variable portion.
2 Series "A" or Mexican shares must represent at least 64% of CEMEX's capital stock; Series "B" or free subscription shares must represent at most 36% of CEMEX's capital stock.
3 Shares repurchased under the share repurchase program authorized by the Company's shareholders (note 21.2).
4 Refers to those shares that guarantee the conversion of outstanding convertible securities and new securities issues (note 17.2).
5 Shares authorized for issuance in a public offering or private placement and/or by issuance of new convertible securities.

On March 26, 2020, stockholders at the annual ordinary shareholders' meeting approved: (i) setting the amount of $500 or its equivalent in Mexican Pesos as the maximum amount of resources that through fiscal year 2020, and until the next ordinary general shareholders' meeting of CEMEX, S.A.B. de C.V. is held, CEMEX, S.A.B. de C.V. may use for the acquisition of its own shares or securities that represent such shares; and (ii) the

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Common stock and additional paid-in capital — continued

cancellation of shares of repurchased during the 2019 fiscal year and the remained in CEMEX, S.A.B. de C.V.'s treasury after the maturities of the November 2019 Mandatory Convertible Notes and the 3.72% Convertible Notes, except for the minimal conversion. Under the 2020 share repurchase program, CEMEX repurchased 378.2 million CEMEX CPOs, at a weighted-average price in pesos equivalent to 0.22 dollars per CPO. The total amount of these CPO repurchases, excluding value-added tax, was $83. On April 8, 2020, CEMEX, S.A.B. de C.V. announced that, to enhance its liquidity, it suspended the share repurchase program for the remainder of 2020 (note 2).

On March 28, 2019, stockholders at the annual ordinary shareholders' meeting approved: (i) a cash dividend of $150. The dividend was paid in two installments, the first installment, for half of the dividend was paid on June 17, 2019 at the rate of US$0.001663 per share and the second installment for the remainder of the dividend was paid on December 17, 2019 at the rate of US$0.001654 per share; (ii) the acquisition of own shares of up to $500 or its equivalent in Mexican pesos, as the maximum amount of resources that through fiscal year 2019, and until the next ordinary annual shareholder's meeting is held, CEMEX may be used for the acquisition of its own shares or securities that represent such shares; (iii) a decrease of CEMEX's share capital, in its variable part for the amount in pesos equivalent to $0.2826, through the cancellation of approximately 2 billion ordinary, registered and without par-value, treasury shares; (iv) a decrease of CEMEX's share capital, in its variable part for the amount in pesos equivalent to $0.0670 by the cancellation of approximately 461 million ordinary, registered and without par-value, treasury shares; (v) the increase of CEMEX's share capital in its variable part for the amount $22 thousands, through the issuance of 150 million ordinary shares. The subscription of shares representing the capital increase was made at a theoretical value of $0.000143 dollars per share, and if applicable plus a premium defined by the Board of Directors. Until December 31, 2019, under the 2019 repurchase program, CEMEX has repurchased 157.7 million CEMEX CPOs, at a weighted-average price in pesos equivalent to 0.3164 dollars per CPO. The total amount of these CPO repurchases, excluding value-added tax, was $50.

In connection with the long-term executive share-based compensation programs (note 22) in 2019 and 2018, CEMEX issued 27.4 million CPOs and 49.3 million CPOs, respectively, generating an additional paid-in capital of $32 in 2019 and $34 in 2018 associated with the fair value of the compensation received by executives.

21.2) OTHER EQUITY RESERVES

As of December 31, 2020 and 2019 other equity reserves are summarized as follows:

		2020	2019
Cumulative translation effect, net of effects from perpetual debentures and deferred income taxes recognized directly in equity (notes 20.2 and 21.4)	$	(1,567)	(2,098)
Cumulative actuarial losses		(792)	(593)
Treasury shares repurchased under share repurchase program (note 21.1)		(83)	(50)
Effects associated with the Parent Company´s convertible securities[1]		—	25
Treasury shares held by subsidiaries		(11)	(8)
	$	(2,453)	(2,724)

1 Represents the equity component upon the issuance of CEMEX, S.A.B. de C.V.'s convertible securities described in note 17.2, as well as the effects associated with such securities in connection with the change in

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the Parent Company's functional currency (note 3.4). Upon conversion of these securities, the balances have been correspondingly reclassified to common stock and/or additional paid-in capital (note 17.1).

For the years ended December 31, 2020, 2019 and 2018, the translation effects of foreign subsidiaries included in the statements of comprehensive income were as follows:

		2020	2019	2018
Foreign currency translation result[1]	$	341	88	(191)
Foreign exchange fluctuations from debt[2]		(126)	19	120
Foreign exchange fluctuations from intercompany balances[3]		(419)	(47)	(20)
	$	(204)	60	(91)

1 These effects refer to the result from the translation of the financial statements of foreign subsidiaries and include the changes in fair value of foreign exchange forward contracts designated as hedge of a net investment (note 17.4).
2 Generated by foreign exchange fluctuations over a notional amount of debt in CEMEX, S.A.B. de C.V., associated with the acquisition of foreign subsidiaries and designated as a hedge of the net investment in foreign subsidiaries (note 3.4).
3 Refers to foreign exchange fluctuations arising from balances with related parties in foreign currencies that are of a long-term investment nature considering that their liquidation is not anticipated in the foreseeable future and foreign exchange fluctuations over a notional amount of debt of a subsidiary of CEMEX España identified and designated as a hedge of the net investment in foreign subsidiaries.

21.3) RETAINED EARNINGS

The Parent Company's net income for the year is subject to a 5% allocation toward a legal reserve until such reserve equals one fifth of the common stock. As of December 31, 2020, the legal reserve amounted to $95. As mentioned in note 21.1, effective as of December 31, 2020, CEMEX incurred a restitution of retained earnings from additional paid-in capital for $2,481.

21.4) NON-CONTROLLING INTEREST AND PERPETUAL DEBENTURES

Non-controlling interest

Non-controlling interest represents the share of non-controlling stockholders in the equity and results of consolidated subsidiaries. As of December 31, 2020 and 2019, non-controlling interest in equity amounted to $428 and $1,060, respectively. In addition, in 2020, 2019 and 2018, non-controlling interests in consolidated net income were $21, $36 and $42, respectively. These non-controlling interests arise mainly from the following CEMEX's subsidiaries:

- In February 2017, CEMEX acquired a controlling interest in TCL, whose shares trade in the Trinidad and Tobago Stock Exchange. As of December 31, 2020 and 2019, there is a non-controlling interest in TCL of 30.17% of its common shares (see note 5.3 for certain relevant condensed financial information).
- In July 2016, CHP, a then indirect wholly owned subsidiary of CEMEX España, closed its initial offering of 2,337,927,954 common shares, or 45% of CHP's common shares. Pursuant to the repurchase of CHP's

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Non-controlling interest — continued

shares in the market during 2019, CEMEX's reduced the non-controlling interest in CHP from 45% in 2018 to 33.22% of CHP's outstanding common shares as of December 31, 2019. Furthermore, CEMEX's reduced the non-controlling interest in CHP from 33.22% in 2019 to 22.16% as of December 31, 2020 of CHP's outstanding common shares due to the results of a public stock rights offering. CHP's assets consist primarily of CEMEX's cement manufacturing assets in the Philippines. (see note 5.3 for certain relevant condensed financial information).

- In November 2012, pursuant to a public offering in Colombia and an international private placement, CLH, a direct subsidiary of CEMEX España, concluded its initial offering of common shares. CLH's assets include substantially all of CEMEX's assets in Colombia, Panama, Costa Rica, Guatemala, El Salvador and until September 27, 2018 the operations in Brazil (note 5.2). On November 9, 2020, initiated the acceptance period of a public Share Tender Offer by CEMEX España for any and all outstanding ordinary shares of CLH. On December 18, 2020, CEMEX España settled $103 and increased its ownership in CLH by acquiring 108,337,613 shares of CLH. As of December 31, 2020 and 2019, there is a non-controlling interest in CLH of 7.63% and 26.83%, respectively, of CLH's outstanding common shares, excluding shares held in treasury (see note 5.3 for certain relevant condensed financial information of CLH's main subsidiaries).

Perpetual debentures

As of December 31, 2020 and 2019, the line item "Non-controlling interest and perpetual debentures" included $449 and $443, respectively, representing the notional amounts of perpetual debentures, which exclude any perpetual debentures held by subsidiaries.

Coupon payments on the perpetual debentures were included within "Other equity reserves" and amounted to $24 in 2020, $29 in 2019 and $29 in 2018, excluding in all the periods the coupons accrued by perpetual debentures held by subsidiaries.

CEMEX's perpetual debentures have no fixed maturity date and there are no contractual obligations for CEMEX to exchange any series of its outstanding perpetual debentures for financial assets or financial liabilities. As a result, these debentures, issued entirely by Special Purpose Vehicles ("SPVs"), qualify as equity instruments and are classified within non-controlling interest, as they were issued by consolidated entities. In addition, subject to certain conditions, CEMEX has the unilateral right to defer indefinitely the payment of interest due on the debentures. The classification of the debentures as equity instruments was made under applicable IFRS. The different SPVs were established solely for purposes of issuing the perpetual debentures and were included in CEMEX's consolidated financial statements.

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Perpetual debentures — continued

As of December 31, 2020 and 2019, the detail of CEMEX's perpetual debentures, excluding the perpetual debentures held by subsidiaries, was as follows:

Issuer	Issuance date	2020 Nominal amount	2019 Nominal amount	Repurchase option	Interest rate
C10-EUR Capital (SPV) Ltd	May 2007	€ 64	€ 64	Tenth anniversary	EURIBOR + 4.79%
C8 Capital (SPV) Ltd	February 2007	$ 135	$ 135	Eighth anniversary	LIBOR + 4.40%
C5 Capital (SPV) Ltd	December 2006	$ 61	$ 61	Fifth anniversary	LIBOR + 4.277%
C10 Capital (SPV) Ltd	December 2006	$ 175	$ 175	Tenth anniversary	LIBOR + 4.71%

22) EXECUTIVE SHARE-BASED COMPENSATION

CEMEX has long-term restricted share-based compensation programs providing for the grant of the CEMEX's CPOs to a group of eligible executives, pursuant to which, according to CEMEX's election, either new CPOs are issued, or CEMEX provides funds to the administration trust owned by the executives for the purchase of a portion or all of the required CPOs in the market for delivery to such executives under each annual program over a service period of four years (the "Ordinary Program"). The Parent Company's CPOs of the annual grant (25% of each annual Ordinary Program) are placed at the beginning of the service period in the executives' accounts to comply with a one-year restriction on sale. Under the Ordinary Programs, the Parent Company provided funds to a broker for the purchase of 83.8 million CPOs in 2020 on behalf and for delivery to the eligible executives and issued new shares for 27.4 million CPOs in 2019 and 49.3 million CPOs in 2018, that were subscribed and pending for payment in the Parent Company's treasury and in addition, 21.2 million CPOs in 2019, net of taxes settled in cash, required for delivery were acquired by the executives' trust in the market on behalf of such executives. As of December 31, 2020, there are 248.4 million CPOs associated with these annual programs that are required for delivery in the following years as the executives render services.

Beginning in 2017, with the approval of the Parent Company's Board of Directors, for a group of key executives, the conditions of the program were modified for new awards by reducing the service period from four to three years and implementing tri-annual internal and external performance metrics, which depending on their weighted achievement, may result in a final payment of the Parent Company's CPOs at the end of the third year between 0% and 200% of the target for each annual program (the "key executives program"). During 2020 and 2019, no CPOs of the Parent Company were issued or delivered under the key executives' program.

Beginning January 1, 2013, most of those eligible executives belonging to the operations of CLH and subsidiaries ceased to receive Parent Company's CPOs and instead started receiving shares of CLH, significantly sharing the same conditions of CEMEX's plan also over a service period of four years. During 2020, 2019 and 2018, CLH physically delivered 1,383,518 shares, 393,855 shares and 258,511 shares, respectively, corresponding to the vested portion of prior years' grants, which were subscribed and held in CLH's treasury. As of December 31, 2020, there are 2,895,944 shares of CLH associated with these annual programs that are expected to be delivered in the following years as the executives render services.

In addition, beginning in 2018, those eligible executives belonging to the operations of CHP and subsidiaries ceased to receive Parent Company's CPOs and instead started receiving shares of CHP, significantly sharing the

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Executive share-based compensation — continued

same conditions of CEMEX's plan. During 2020 and 2019, CHP provided funds to a broker for the purchase of 11,546,350 and 4,961,130 CHP's shares in the market, respectively, on behalf and for delivery to the eligible executives.

The combined compensation expense related to the programs described above as determined considering the fair value of the awards at the date of grant in 2020, 2019 and 2018, was recognized in the operating results against other equity reserves or a cash outflow, as applicable, and amounted to $29, $32 and $34, respectively, including in 2019 and 2018 the cost of CEMEX's CPOs and the CHP's shares, as correspond, acquired in the market on behalf of the executives. The weighted-average price per CEMEX CPO granted during the period was determined in pesos and was equivalent to $0.3379 dollars in 2020, $0.6263 dollars in 2019 and $0.7067 dollars in 2018. Moreover, the weighted-average price per CLH share granted during the period as determined in Colombian pesos was equivalent to $0.72 dollars in 2020, $1.31 dollars in 2019 and $2.14 dollars in 2018. As of December 31, 2020 and 2019, there were no options or commitments to make payments in cash to the executives based on changes in the market price of the Parent Company's CPO, CLH's shares and/or CHP's shares.

23) EARNINGS PER SHARE

Basic earnings per share is calculated by dividing net income attributable to ordinary equity holders of the Parent Company (the numerator) by the weighted-average number of shares outstanding (the denominator) during the period. Shares that would be issued depending only on the passage of time should be included in the determination of the basic weighted-average number of shares outstanding. Diluted earnings per share should reflect in both the numerator and denominator the assumption that convertible instruments are converted, that options or warrants are exercised, or that ordinary shares are issued upon the satisfaction of specified conditions, to the extent that such assumption would lead to a reduction in basic earnings per share or an increase in basic loss per share. Otherwise, the effects of potential shares are not considered because they generate antidilution.

The amounts considered for calculations of earnings per share in 2020, 2019 and 2018 were as follows:

	2020	2019	2018
Denominator (thousands of shares)			
Weighted-average number of shares outstanding[1]	44,125,288	45,393,602	45,569,180
Capitalization of retained earnings[1]	—	—	—
Effect of dilutive instruments – mandatorily convertible securities (note 17.2)[2]	—	—	708,153
Weighted-average number of shares — basic	44,125,288	45,393,602	46,277,333
Effect of dilutive instruments — share-based compensation (note 22)[2]	745,163	470,985	316,970
Effect of potentially dilutive instruments — optionally convertible securities (note 17.2)[2]	—	1,457,554	1,420,437
Weighted-average number of shares — diluted	44,870,451	47,322,141	48,014,740

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		2020	2019	2018
Numerator				
Net income (loss) from continuing operations	$	(1,326)	91	493
Less: non-controlling interest net income (loss)		21	36	42
Controlling interest net income (loss) from continuing operations		(1,347)	55	451
Plus: after tax interest expense on mandatorily convertible securities		–	1	3
Controlling interest net income (loss) from continuing operations – for basic earnings per share calculations		(1,347)	56	454
Plus: after tax interest expense on optionally convertible securities		4	18	23
Controlling interest net income (loss) from continuing operations – for diluted earnings per share calculations	$	(1,343)	74	477
Net income (loss) from discontinued operations	$	(120)	88	77
Basic earnings per share				
Controlling interest basic earnings (loss) per share	$	(0.0332)	0.0031	0.0114
Controlling interest basic earnings (loss) per share from continuing operations		(0.0305)	0.0012	0.0098
Controlling interest basic earnings (loss) per share from discontinued operations		(0.0027)	0.0019	0.0016
Controlling interest diluted earnings per share [3]				
Controlling interest diluted earnings (loss) per share	$	(0.0332)	0.0031	0.0114
Controlling interest diluted earnings (loss) per share from continuing operations		(0.0305)	0.0012	0.0098
Controlling interest diluted earnings (loss) per share from discontinued operations		(0.0027)	0.0019	0.0016

1 In 2019, shareholders approved the delivery of a cash dividend, meanwhile, in 2018, the Assembly did not determine any cash dividend or capitalization of retained earnings (note 21.1).

2 The number of Parent Company CPOs to be issued under the executive share-based compensation programs, as well as the total amount of Parent Company CPOs committed for issuance in the future under the mandatorily and optionally convertible securities, are computed from the beginning of the reporting period. The number of shares resulting from the executives' stock-based compensation programs is determined under the inverse treasury method.

3 For 2020, 2019 and 2018, the effects on the denominator and numerator of potential dilutive shares generate antidilution; therefore, there is no change between the reported basic earnings per share and diluted earnings per share.

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24) COMMITMENTS

24.1) CONTRACTUAL OBLIGATIONS

As of December 31, 2020, CEMEX had the following contractual obligations:

		2020				
Obligations		Less than 1 year	1-3 years	3-5 years	More than 5 years	Total
Long-term debt	$	104	957	3,768	4,499	9,328
Leases[1]		311	459	275	545	1,590
Total debt and other financial obligations[2]		415	1,416	4,043	5,044	10,918
Interest payments on debt[3]		452	890	750	663	2,755
Pension plans and other benefits[4]		157	144	144	1,012	1,457
Acquisition of property, plant and equipment[5]		109	–	–	–	109
Purchases of raw materials, fuel and energy[6]		549	531	347	1,060	2,487
Total contractual obligations	$	1,682	2,981	5,284	7,779	17,726

1 Represent nominal cash flows. As of December 31, 2020, the NPV of future payments under such leases was $1,323, of which, $436 refers to payments from 1 to 3 years and $242 refers to payments from 3 to 5 years.
2 The schedule of debt payments, which includes current maturities, does not consider the effect of any refinancing of debt that may occur during the following years. In the past, CEMEX has replaced its long-term obligations for others of a similar nature.
3 Estimated cash flows on floating rate denominated debt were determined using the floating interest rates in effect as of December 31, 2020.
4 Represents estimated annual payments under these benefits for the next 10 years (note 19), including the estimate of new retirees during such future years.
5 Refers mainly to the expansion of a cement-production line in the Philippines.
6 Future payments for the purchase of raw materials are presented based on contractual nominal cash flows. Future nominal payments for energy were estimated for all contractual commitments based on an aggregate average expected consumption per year using the future prices of energy established in the contracts for each period. Future payments also include CEMEX's commitments for the purchase of fuel.

24.2) OTHER COMMITMENTS

As of December 31, 2020 and 2019, CEMEX was party to other commitments for several purposes, including the purchase of fuel and energy, the estimated future cash flows over maturity of which are presented in note 24.1. A description of the most significant contracts is as follows:

- Beginning in April 2016, in connection with the Ventika S.A.P.I. de C.V. and the Ventika II S.A.P.I. de C.V. wind farms (jointly "Ventikas") located in the Mexican state of Nuevo Leon with a combined generation capacity of 252 Megawatts ("MW"), CEMEX agreed to acquire a portion of the energy generated by Ventikas for its overall electricity needs in Mexico for a period of 20 years. The estimated annual cost of this agreement is $24 (unaudited) if CEMEX receives all its energy allocation. Nonetheless, energy supply from wind is variable in nature and final amounts are determined considering the final MW per hour ("MWh") effectively received at the agreed prices per unit.

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Other commitments — continued

- On July 27, 2012, CEMEX signed a 10-year strategic agreement with International Business Machines Corporation ("IBM") pursuant to which IBM provides, among others, data processing services (back office) in finance, accounting and human resources; as well as Information Technology ("IT") infrastructure services, support and maintenance of IT applications in the countries in which CEMEX operates.
- Beginning in February 2010, for its overall electricity needs in Mexico CEMEX agreed with EURUS the purchase a portion of the electric energy generated for a period of no less than 20 years. EURUS is a wind farm with an installed capacity of 250 MW operated by ACCIONA in the Mexican state of Oaxaca. The estimated annual cost of this agreement is $67 (unaudited) if CEMEX receives all its energy allocation. Nonetheless, energy supply from wind source is variable in nature and final amounts will be determined considering the final MWh effectively received at the agreed prices per unit.
- CEMEX maintains a commitment initiated in April 2004 to purchase the energy generated by Termoeléctrica del Golfo ("TEG") until 2027 for its overall electricity needs in Mexico. The estimated annual cost of this agreement is $124 (unaudited) if CEMEX receives all its energy allocation. Nonetheless, final amounts will be determined considering the final MWh effectively received at the agreed prices per unit.
- In regards with the above, CEMEX also committed to supply TEG and another third-party electrical energy generating plant adjacent to TEG all fuel necessary for their operations until the year 2027, equivalent to approximately 1.2 million tons of petroleum coke per year. CEMEX covers its commitments under this agreement acquiring the volume of fuel from sources in the international markets and Mexico.
- CEMEX Zement GmbH ("CZ"), CEMEX's subsidiary in Germany, held a long-term energy supply contract until 2022 with STEAG—Industriekraftwerk Rüdersdorf GmbH ("SIKW") in connection with the overall electricity needs of CEMEX's Rüdersdorf plant. Based on the contract, each year CZ has the option to fix in advance the volume of energy in terms of MW that it will acquire from SIKW, with the option to adjust the purchase amount one time on a monthly and quarterly basis. The estimated annual cost of this agreement is $17 (unaudited) if CEMEX receives all its energy allocation.
- On October 24, 2018, CEMEX, S.A.B. de C.V. entered into an energy financial hedge agreement in Mexico, commencing October 1, 2019 and for a period of 20 years. Through the contract, the Company fixed the megawatt hour cost over an electric energy volume of 400 thousand megawatts hour per year, through the payment of 25.375 dollars per megawatt hour of electric power in exchange for a market price. The committed price to pay will increase 1.5% annually. The differential between the agreed price and the market price is settled monthly. CEMEX considers this agreement as a hedge for a portion of its aggregate consumption of electric energy in Mexico and recognizes the result of the exchange of price differentials described previously in the Income Statement as a part of the costs of energy. During 2020, the Company paid $0.4. CEMEX, S.A.B. de C.V. does not record this agreement at fair value since there is not a deep market for electric power in Mexico that would effectively allow for its valuation.

24.3) COMMITMENTS FROM EMPLOYEE BENEFITS

In some countries, CEMEX has self-insured health care benefits plans for its active employees, which are managed on cost plus fee arrangements with major insurance companies or provided through health maintenance organizations. As of December 31, 2020, in certain plans, CEMEX has established stop-loss limits for continued medical assistance derived from a specific cause (e.g., an automobile accident, illness, etc.) ranging from

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Commitments from employee benefits — continued

23 thousand dollars to 550 thousand dollars. In other plans, CEMEX has established stop-loss limits per employee regardless of the number of events ranging from 100 thousand dollars to 2.5 million dollars. The contingency for CEMEX if all employees qualifying for health care benefits required medical services simultaneously is significantly. However, CEMEX believes this scenario is remote. The amount expensed through self-insured health care benefits was $61 in 2020, $62 in 2019 and $62 in 2018.

25) LEGAL PROCEEDINGS

25.1) PROVISIONS RESULTING FROM LEGAL PROCEEDINGS

CEMEX is involved in various significant legal proceedings, the adverse resolutions of which are deemed probable and imply the incurrence of losses and/or cash outflows or the delivery of other resources owned by CEMEX. As a result, certain provisions and/or losses have been recognized in the financial statements, representing the best estimate of cash outflows. CEMEX believes that it will not make significant expenditure in excess of the amounts recorded. As of December 31, 2020, the details of the most significant events giving effect to provisions or losses are as follows:

- As of December 31, 2020, CEMEX had accrued environmental remediation liabilities through its subsidiaries in the United Kingdom pertaining to closed and current landfill sites for the confinement of waste, representing the NPV of such obligations for an amount in pounds sterling equivalent to $178. Expenditure was assessed and quantified over the period in which the sites have the potential to cause environmental harm, which is generally consistent with the views taken by the regulator as being up to 60 years from the date of closure. The assessed expenditure included the costs of monitoring the sites and the installation, repair and renewal of environmental infrastructure.
- As of December 31, 2020, CEMEX had accrued environmental remediation liabilities through its subsidiaries in the United States for $66, related to: a) the disposal of various materials in accordance with past industry practice, which might currently be categorized as hazardous substances or wastes; and b) the cleanup of sites used or operated by CEMEX, including discontinued operations, regarding the disposal of hazardous substances or waste, either individually or jointly with other parties. Most of the proceedings are in the preliminary stages and a final resolution might take several years. CEMEX does not believe that it will be required to spend significant sums on these matters in excess of the amounts previously recorded. The ultimate cost that may be incurred to resolve these environmental issues cannot be assured until all environmental studies, investigations, remediation work and negotiations with, or litigation against, potential sources of recovery have been completed.
- In 2012, in connection with a contract entered into in 1990 (the “Quarry Contract”) by CEMEX Granulats Rhône Méditerranée (“CEMEX GRM”), one of CEMEX’s subsidiaries in France, with SCI La Quinoniere (“SCI”) pursuant to which CEMEX GRM had drilling rights to extract reserves and do quarry remediation at a quarry in the Rhône region of France, SCI filed a claim against CEMEX GRM for breach of the Quarry Contract, requesting the rescission of such contract and damages plus interest for a revised amount in euros equivalent to $82, arguing that CEMEX GRM partially filled the quarry allegedly in breach of the terms of the Quarry Contract. After many hearings, resolutions and appeals over the years, on November 25, 2020, the expert appointed by the court of appeals determined an amount of loss of profits of $0.79 and a cost of backfilling the quarry in $15. As of December 31, 2020, CEMEX had accrued a provision through its subsidiaries in France for $8 in connection with the best estimate of the remediation costs resulting from this claim. Although the final amount may differ, CEMEX considers that any such amount should not have a material adverse impact on CEMEX’s results of operations, liquidity and financial condition.

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25.2) CONTINGENCIES FROM LEGAL PROCEEDINGS

CEMEX is involved in various legal proceedings, which have not required the recognition of accruals, considering that the probability of loss is less than probable. Nonetheless, until all stages in the procedures are exhausted in each proceeding, CEMEX cannot assure the achievement of a final favorable resolution. As of December 31, 2020, the most significant events with a quantification of the potential loss, when it is determinable and would not impair the outcome of the relevant proceeding, were as follows:

- On September 20, 2018, triggered by heavy rainfall, a landslide causing damages and fatalities (the "Landslide") occurred in a site located within an area covered by mining rights of APO Land & Quarry Corporation ("ALQC") in Naga City, Cebu, Philippines. ALQC is a principal raw material supplier of APO Cement Corporation ("APO"), a wholly owned subsidiary of CHP. CEMEX indirectly owns a minority 40% stake in ALQC. On November 19, 2018, 40 individuals and one legal entity (on behalf of 8,000 individuals allegedly affected by the Landslide) filed an environmental class action lawsuit at the Regional Trial Court (the "Court") of Talisay, Cebu, against CHP, ALQC, APO, the Mines and Geosciences Bureau of the Department of Environment and Natural Resources, the City Government of Naga, and the Province of Cebu. Plaintiffs claim that the Landslide occurred because of the defendants' gross negligence and seek, among other relief, (a) damages for an amount in Philippine Pesos equivalent to $90, (b) a rehabilitation fund for an amount in Philippine Pesos equivalent to $10, and (c) the issuance of a Temporary Environment Protection Order against ALQC aiming to prevent ALQC from performing further quarrying activities while the case is still pending. This last request was rejected by the Court on August 16, 2019 and after reconsideration, the resolution became final on December 5, 2020. Moreover, on September 30, 2019 the Court dismissed the case against CHP and APO, order that is not yet final and that was appealed by the plaintiffs on November 26, 2019. As of December 31, 2020, because of the status and preliminary stage of the lawsuit, CEMEX is not able to assess with certainty the likelihood of an adverse result in this lawsuit; and CEMEX is neither able to assess if a final adverse result in this lawsuit would have a material adverse impact on its results of operations, liquidity and financial position.
- On June 12, 2018, the Authority for Consumer Protection and Competition Defense of Panama (the "Panama Authority") carried out an investigation against Cemento Bayano and other competitors for the alleged commission of monopolistic practices in relation to the gray cement and the ready-mix concrete markets. From this investigation, the Panama Authority considered the possible existence of monopolistic or anticompetitive practices consisting of: (i) price fixing and/or production restriction of gray cement sold to ready-mix concrete producers in Panama; and (ii) unilateral and/or joint predatory acts and/or cross subsidies in the ready-mix concrete market. On October 8, 2020, the Panama Authority issued a resolution that closed the investigation. The resolution concluded that Cemento Bayano, among other competitors, did not engage in an absolute monopolistic practice, consisting of an agreement and/or coordination of the sale price of cement or a restriction of production. The resolution also specifies that the analysis carried out and the evidence collected does not allow to conclude that the parties under investigation carried out a predatory practice in their production and commercialization of ready-mixed concrete, which is considered a relative monopolistic practice.
- Certain of CEMEX's subsidiaries in the United States were notified of a grand jury subpoena dated March 29, 2018 issued by the United States Department of Justice ("DOJ") related to an investigation of possible antitrust law violations in connection with CEMEX's sales (and related sales practices) of gray Portland cement and slag in the United States and its territories. The objective of this subpoena is to gather facts necessary to make an informed decision about whether violations of U.S. law have occurred. CEMEX has been cooperating with the DOJ and is complying with the subpoena. As of December 31, 2020, given the status of the investigation, CEMEX is not able to assess if this investigation will lead to any fines,

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penalties or remedies, or if such fines, penalties or remedies, if any, would have a material adverse effect on the Company's results of operations, liquidity or financial position.

- In December 2016, the Parent Company received subpoenas from the SEC seeking information to determine whether there have been any violations of the U.S. Foreign Corrupt Practices Act stemming from the Maceo Project. These subpoenas do not mean that the SEC has concluded that the Parent Company or any of its affiliates violated the law. The Parent Company has been cooperating with the SEC and intends to continue cooperating fully with the SEC. The DOJ also opened an investigation into this matter. In this regard, on March 12, 2018, the DOJ issued a grand jury subpoena to the Parent Company relating to its operations in Colombia and other jurisdictions. The Parent Company intends to cooperate fully with the SEC, the DOJ and any other investigatory entity. As of December 31, 2020, the Parent Company is unable to predict the duration, scope, or outcome of either the SEC investigation or the DOJ investigation, or any other investigation that may arise, or, because of the current status of the SEC investigation and the preliminary nature of the DOJ investigation, the potential sanctions which could be borne by the Parent Company, or if such sanctions, if any, would have a material adverse impact on CEMEX results of operations, liquidity or financial position.
- In February 2014, the Egyptian Tax Authority requested Assiut Cement Company ("ACC"), a subsidiary of CEMEX in Egypt, the payment of a development levy on clay used in the Egyptian cement industry for an amount equivalent as of December 31, 2020 to $20 for the period from May 5, 2008 to November 30, 2011. In March 2014, ACC appealed the levy and on September 2014 it was notified that it obtained a favorable resolution from the Ministerial Committee for Resolution of Investment Disputes, which instructed the Egyptian Tax Authority to cease claiming from ACC the payment of the levy on clay. It was further decided that the levy on clay should not be imposed on imported clinker. Nonetheless, in May 2016, the Egyptian Tax Authority challenged ACC´s right to cancel the levy on clay before the North Cairo Court, which referred the cases to Cairo's Administrative Judiciary Court. These cases have been adjourned by the Commissioners of the Cairo Administrative Judiciary Court, which on November 2, 2020 referred the cases to the Court and established a first hearing session for February 15, 2021. CEMEX does not expect that such referral will prejudice ACC's favorable legal position in this dispute. As of December 31, 2020, CEMEX does not expect a material adverse impact due to this matter in its results of operations, liquidity or financial position.
- In September 2012, in connection with a lawsuit submitted to a first instance court in Assiut, Egypt in 2011, the first instance court of Assiut issued a resolution to nullify the Share Purchase Agreement (the "SPA") pursuant to which CEMEX acquired in 1999 a controlling interest in Assiut Cement Company. In addition, during 2011 and 2012, lawsuits seeking, among other things, the annulment of the SPA were filed by different plaintiffs, including 25 former employees of ACC, before Cairo's State Council. After several appeals, hearings and resolutions over the years, the cases are held in Cairo's 7th Circuit State Council Administrative Judiciary Court awaiting the High Constitutional Court to pronounce regarding the challenges against the constitutionality of Law 32/2014 filed by the plaintiffs, which protects CEMEX's investments in Egypt. These matters are complex and take several years to be resolved. As of December 31, 2020, CEMEX is not able to assess the likelihood of an adverse resolution regarding these lawsuits nor is able to assess if the Constitutional Court will dismiss Law 32/2014, but, regarding the lawsuits, if adversely resolved, CEMEX does not believe the resolutions in the first instance would have an immediate material adverse impact on CEMEX's operations, liquidity and financial condition. However, if CEMEX exhausts all legal recourses available, a final adverse resolution of these lawsuits, or if the Constitutional Court

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Contingencies from legal proceedings — continued

dismisses Law 32/2014, this could adversely impact the ongoing matters regarding the SPA, which could have a material adverse impact on CEMEX's operations, liquidity and financial condition.

In connection with the legal proceedings presented in notes 25.1 and 25.2, the exchange rates as of December 31, 2020 used by CEMEX to convert the amounts in local currency to their equivalents in dollars were the official closing exchange rates of 0.8183 Euro per dollar, 0.7313 British pounds sterling per dollar and 15.7964 Egyptian pounds per dollar.

In addition to the legal proceedings described above in notes 25.1 and 25.2, as of December 31, 2020, CEMEX is involved in various legal proceedings of minor impact that have arisen in the ordinary course of business. These proceedings involve: 1) product warranty claims; 2) claims for environmental damages; 3) indemnification claims relating to acquisitions or divestitures; 4) claims to revoke permits and/or concessions; and 5) other diverse civil, administrative, commercial and lawless actions. CEMEX considers that in those instances in which obligations have been incurred, CEMEX has accrued adequate provisions to cover the related risks. CEMEX believes these matters will be resolved without any significant effect on its business, financial position or results of operations. In addition, in relation to certain ongoing legal proceedings, CEMEX is sometimes able to make and disclose reasonable estimates of the expected loss or range of possible loss, as well as disclose any provision accrued for such loss, but for a limited number of ongoing legal proceedings, CEMEX may not be able to make a reasonable estimate of the expected loss or range of possible loss or may be able to do so but believes that disclosure of such information on a case-by-case basis would seriously prejudice CEMEX's position in the ongoing legal proceedings or in any related settlement discussions. Accordingly, in these cases, CEMEX has disclosed qualitative information with respect to the nature and characteristics of the contingency but has not disclosed the estimate of the range of potential loss.

25.3) OTHER SIGNIFICANT PROCESSES

In connection with the cement plant located in the municipality of Maceo in Colombia (the "Maceo Plant"), as described in note 15.1, as of December 31, 2020, the plant has not initiated commercial operations considering several significant processes for the profitability of the investment. The evolution and status of the main issues related to such plant are described as follows:

Maceo Plant – Memorandums of understanding

- In August 2012, CEMEX Colombia signed a memorandum of understanding (the "MOU") with the representative of the entity CI Calizas y Minerales S.A. ("CI Calizas"), for the acquisition and transfer of assets mainly comprising land, the mining concession and the shares of Zona Franca Especial Cementera del Magdalena Medio S.A.S. ("Zomam") (holder of the free trade zone concession). In addition, in December 2013, CEMEX Colombia engaged the same representative of CI Calizas to also represent in the name and on behalf of CEMEX Colombia in the acquisition of certain land adjacent to the plant, signing a new memorandum of understanding (the "Land MOU"). Under the MOU and the Land MOU, CEMEX Colombia made cash advances to this representative for amounts in Colombian Pesos equivalent to approximately $13.4 of a total of approximately $22.5, and paid interest accrued over the unpaid committed amount for approximately $1.2. These amounts considering the exchange rate as of December 31, 2016 of 3,000.75 Colombian Pesos per U.S. Dollar. In September 2016, after confirming irregularities in the acquisition processes by means of investigations and internal audits initiated in response to complaints

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Maceo Plant – Memorandums of understanding — continued

received, which were reported to Colombia's Attorney General (the "Attorney General"), providing the findings obtained, and considering that such payments were made in breach of the Parent Company's and CLH's policies, the Company decided to terminate the employment relationship with then those responsible for the Planning and Legal areas and accepted the resignation of the then Chief Executive Officer. Moreover, because of the findings and considering the available legal opinions as well as the low likelihood of recovering those advances, in December 2016, CEMEX Colombia write off such advances from its investments in progress (note 15.1) and cancelled the remaining advance payable.

Maceo Plant – Expiration of property process and other related matters

- After the signing of the MOU, in December 2012, a former shareholder of CI Calizas, who presumptively transferred its shares of CI Calizas two years before the signing of the MOU, was linked to a process of expiration of property initiated by the Attorney General. Amongst other measures, the Attorney General ordered the seizure and consequent suspension of the right to dispose the assets subject to the MOU, including the shares of Zomam acquired by CEMEX Colombia before the beginning of such process. As a third party acting in good faith and free of guilt, CEMEX Colombia joined the expiration of property process fully cooperating with the Attorney General. As of December 31, 2020, it is estimated that a final resolution in the ongoing expiration of property process, the evidentiary phase of which is about to begin, may take between 10 and 15 years from its beginning. As of December 31, 2020, pursuant to the expiration of property process of the assets subject to the MOU and the failures to legally formalize the purchases under the Land MOU, CEMEX Colombia does not have the legal representation of Zomam, is not the rightful owner of the land and is not the assigned entity of the mining concession.

  In addition, there is an ongoing criminal investigation that resulted in a legal resolution by means of which an indictment was issued to two of the Company's former officers and to CI Calizas' representative. CEMEX is not able to anticipate the actions that criminal judges may impose against these people.

Maceo Plant – Lease contract, mandate agreement and operation contract

- In July 2013, CEMEX Colombia signed with the provisional depository designated by the former Drugs National Department (then depository of the assets subject to the expiration of property process), which functions after its liquidation were assumed by the Administrator of Special Assets (*Sociedad de Activos Especiales S.A.S.* or the "SAE"), a lease contract for a period of five years by means of which CEMEX Colombia was duly authorized to build and operate the plant (the "Lease Contract"). Moreover, in 2014, the provisional depository granted a mandate (the "Mandate") to CEMEX Colombia for an indefinite period for the same purpose of continuing the construction and operation of the plant. On July 15, 2018, the Lease Contract expired.

- On April 12, 2019, CEMEX Colombia, CCL and another of its subsidiaries reached a conciliatory agreement with the SAE and CI Calizas before the Attorney General's Office and signed a contract of Mining Operation, Manufacturing and Delivery Services and Leasing of Properties for Cement Production (the "Operation Contract"), which will allow CEMEX Colombia to continue using the assets subject to the aforementioned expiration of property process for an initial term of 21 years that can be renewed for 10 additional years, provided that the extension of the mining concession is obtained. The Operation Contract was signed by CI Calizas and Zomam with the authorization of the SAE as delegate of these last two companies. In addition to certain one-time initial payments in Colombian pesos equivalent to $1.5 settled in 2019 and 2020, the Operation Contract includes the following payments:

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Maceo Plant – Lease contract, mandate agreement and operation contract — continued

- An annual payment equivalent to 15 thousand dollars to CI Calizas for the use of land that will be adjusted annually for changes in the Consumer Price Index.
- Once the Maceo Plant begins commercial operations, CEMEX Colombia and/or a subsidiary will pay on a quarterly basis: a) 0.9% of the net sales resulting from the cement produced in the plant as compensation to CI Calizas for the right of CEMEX Colombia to extract and use the mineral reserves; and b) 0.8% of the net sales resulting from the cement produced in the plant as payment to Zomam for cement manufacturing and delivery services, as long as Zomam maintains the Free Zone benefit, or, 0.3% of the aforementioned net sales exclusively for the use of equipment, in case that Zomam losses the benefits as Free Trade Zone.
- The Operation Contract will continue in force regardless of the result in the expiration of property process, except that the applicable criminal judge would recognize ownership rights of the assets under expiration of property to CEMEX Colombia and its subsidiary, in which case the Operation Contract would no longer be needed and would be early terminated.

- Under the presumption that CEMEX Colombia conducted itself in good faith, CEMEX considers that it will be able to keep ownership of the plant, and that the rest of its investments are protected by Colombian law, under which, if a person builds on the property of a third party, with full knowledge of such third party, this third party may: a) take ownership of the plant, provided a corresponding indemnity to CEMEX Colombia, or otherwise, b) oblige CEMEX Colombia to purchase the land. Nonetheless, had this not be the case, CEMEX Colombia would take all necessary actions to safeguard its rights. If the expiration of property over the assets subject to the MOU is ordered in favor of the State, if the assets were adjudicated to a third party in a public tender offer, considering the signing of the Operation Contract, such third party would have to subrogate to the Operation Contract. As of December 31, 2020, CEMEX is not able to estimate whether the expiration of property over the assets subject to the MOU will be ordered in favor of the State, or, if applicable, if the assets would be adjudicated to a third party in a public tender offer.

Maceo Plant – Resource against the capitalization of Zomam

- On December 7, 2020, the Parent Company, acting as shareholder of CEMEX Colombia, filed a lawsuit before the Business Superintendency of Colombia (*Superintendencia de Sociedades de Colombia* or the “Business Superintendency”), requesting a declaration of inefficiency and subsequent declaration of invalidity and inexistence of the equity contribution in-kind carried out by CEMEX Colombia to Zomam on December 11, 2015. In the event of a favorable resolution, all the effects of the equity contribution would roll back. As a consequence, the assets contributed to Zomam, which had a value of $43, would revert to CEMEX Colombia in exchange for the shares in Zomam it received as a result of the capitalization. As a result of the current consolidation of Zomam, such favorable resolution would not have any effect in CEMEX’s consolidated financial statements. As of December 31, 2020, the legal claim has not yet been admitted by the Business Superintendency.

Maceo Plant – Status in connection with the commissioning of the plant

- On September 3, 2019, CEMEX Colombia was notified of the resolution issued by Corantioquia’s Directive Council, the regional environmental authority (“Corantioquia”), regarding the approval for the subtraction of a portion of the plant from the Integrated Management District of the Canyon of the Alicante River

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Maceo Plant – Status in connection with the commissioning of the plant — continued

("IMD"). As of December 31, 2020, the commissioning of the Maceo plant and the conclusion of the access road remain suspended until the successful modification of the environmental license for up to 990 thousand tons per year, which request was filed before Corantioquia on June 17, 2020 and was entered into review on July 2, 2020; remaining pending a resolution from this entity. In connection with the obtention of the permits required for the conclusion of several sections of the access road, on November 10, 2020, Maceo's municipality issued the approval of the Road Infrastructure Intervention project and, on December 11, 2020, issued a decree establishing the public utility of the access road, required authorizations for both, building the road and acquire the required land. In respect to the modification of the permitted land use where the project is located, CEMEX Colombia received favorable criteria from Corantioquia regarding the change of land use because of the approval for the subtraction from the IMD, which was endorsed by the municipality of Maceo on August 29, 2020, which allows for an industrial and mining use compatible with the project. As of December 31, 2020, CEMEX continues working to resolve these matters as soon as possible and limits its activities to those for which it has the relevant authorizations.

26) RELATED PARTIES

All significant balances and transactions between the entities that constitute the CEMEX group have been eliminated in the preparation of the consolidated financial statements. These balances with related parties resulted primarily from: (i) the sale and purchase of goods between group entities; (ii) the sale and/or acquisition of subsidiaries' shares within the CEMEX group; (iii) the invoicing of administrative services, rentals, trademarks and commercial name rights, royalties and other services rendered between group entities; and (iv) loans between related parties. Transactions between group entities are conducted on arm's length terms based on market prices and conditions. When market prices and/or market conditions are not readily available, CEMEX conducts transfer pricing studies in the countries in which it operates to assure compliance with regulations applicable to transactions between related parties.

The definition of related parties includes entities or individuals outside the CEMEX group, which, due to their relationship with CEMEX, may take advantage of being in a privileged situation. Likewise, this applies to cases in which CEMEX may take advantage of such relationships and obtain benefits in its financial position or operating results. CEMEX's transactions with related parties are executed under market conditions.

For the years ended December 31, 2020, 2019 and 2018, in ordinary course of business, CEMEX has entered into transactions with related parties for the sale and/or purchase of products, sale and/or purchase of services or the lease of assets, all of which are not significant for CEMEX and to the best of CEMEX's knowledge are not significant to the related party, are incurred for non-significant amounts for CEMEX and are executed under market terms and conditions following the same commercial principles and authorizations applied to other third parties. These identified transactions, as applicable, are approved or ratified at least annually by the Parent Company's Board of Directors. For CEMEX, none of these transactions are material to be disclosed separately.

In addition, for the years ended December 31, 2020, 2019 and 2018, the aggregate amount of compensation of CEMEX, S.A.B. de C.V. Board of Directors, including alternate directors, and CEMEX's top management executives was $35, $40 and $38, respectively. Of these amounts, $29 in 2020, $34 in 2019, $29 in 2018, were paid as base compensation plus performance bonuses, including pension and post-employment benefits. In addition, $6 in 2020, $6 in 2019 and $9 in 2018 of the aggregate amounts in each year, corresponded to allocations of Parent Company CPOs under CEMEX's executive share-based compensation programs.

CEMEX, S.A.B. DE C.V. AND SUBSIDIARIES
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27) SUBSEQUENT EVENTS

On January 12, 2021, CEMEX, S.A.B. de C.V. issued $1,750 of its 3.875% Senior Secured Notes due on July 11, 2031 denominated in Dollars (the "July 2031 Notes"), which bear interest semi-annually at an annual rate of 3.875% and mature on July 11, 2031. The July 2031 Notes were issued at a price of 100% of face value and will be callable commencing on July 11, 2026. The July 2031 Notes share in the Collateral pledged for the benefit of the lenders under the 2017 Facilities Agreement and other secured obligations having the benefit of such Collateral and are guaranteed by the same group of guarantors (note 17.1).

On January 13, 2021, the Parent Company issued a notice of full redemption for $1,000 worth of its April 2026 Notes, which bear interest semi-annually at an annual rate of 7.75% (note 17.1). Moreover, the Parent Company has also issued a notice of partial redemption of $750 of its January 2025 Notes, which bear interest semi-annually at an annual rate of 5.70%, out of the $1,071 that is in circulation (note 17.1). The full redemption of the April 2026 Notes and the partial redemption of the January 2025 Notes was concluded on February 16, 2021.

During January and February 2021, CEMEX, S.A.B. de C.V. early settled in full the equity forward contract it maintained as of December 31, 2020 over the price of 4.7 million shares of GCC (formerly Grupo Cementos de Chihuahua, S.A.B. de C.V.) (note 17.4).

In connection with the environmental license of the Maceo Plant mentioned in note 25.3, during February 2021, CI Calizas was notified by Corantioquia of the modification of the environmental license by means of which it will be possible to extract up to 990 thousand tons of minerals (clay and limestone) and produce up to 1.5 million metric tons of cement annually. After this modification to the environmental license, significant milestone toward the future commissioning of the Maceo Plant, the start-up remains subject mainly to the construction of the access road, nonetheless, as of the date of approval of these financial statements, the Company cannot accurately establish the exact date of conclusion of the access road.

On March 22, 2021, CEMEX, S.A.B. de C.V. issued a notice of full redemption with respect of the reminder balance of its January 2025 Dollar Notes of $321 after the partial settlement on February 16, 2021 mentioned above. The January 2025 Dollar Notes were fully redeemed on April 21, 2021.

In connection with the CO_2 emission allowances in the European Union (the "Allowances") under the EU Emissions Trading System ("EU ETS"), considering the Company's estimates of being ahead of its 35% reduction goals in CO_2 emissions by year 2030 versus its 1990 baseline across all of CEMEX's cement plants in Europe (unaudited) and the expected delivery of net-zero CO_2 concrete for all products and geographies by year 2050 (note 3.18), as well as the innovative technologies and considerable capital investments that have to be deployed to achieve such goals, during the second half of March 2021, in different transactions, CEMEX sold 12.3 million Allowances for €509 ($600) that the Company had accrued as of the end of the phase III of compliance under the EU ETS, which finalized on December 31, 2020. This sale will be recognized as part of the line item "Other expenses, net" in 2021. As of the date of this report, CEMEX believes it still retains sufficient Allowances to cover the requirements of its operations in Europe until at least the end of 2025 under the Phase IV of the EU ETS, which commenced on January 1, 2021 and will last until December 31, 2030. CEMEX considers this transaction will improve its ability to further address the investments required to achieve its reductions goals, which include, but are not limited to, the general process switch from fossil fuels to lower carbon alternatives, becoming more efficient in the use of energy, sourcing alternative raw materials that contribute to reducing overall emissions or clinker factor, developing and actively promoting lower carbon products, and the recent deployment of ground breaking hydrogen technology in all CEMEX's European kilns. CEMEX is also working closely with alliances to develop industrial scale technologies towards its goal of a net zero carbon future.

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Subsequent events — continued

During March 2021, CEMEX entered into $250 of Dollar / Mexican peso call spread contracts to hedge foreign exchange risks in relation to Dollar-denominated obligations, which are expected to be settled using cash flows generated in Mexican pesos. CEMEX paid a net upfront premium of $10.8 in connection with these contracts. CEMEX are not subject to margin calls under the call spreads and the upfront premium represents the maximum potential net loss that CEMEX could incur in this position. These contracts mature on September 20, 2022 but can be terminated earlier. For accounting purposes under IFRS, these contracts will be recognized at fair value through the statement of operations.

On March 25, 2021, CEMEX, S.A.B. de C.V. held its ordinary general shareholders' meeting followed by an extraordinary general shareholders' meeting. The most significant items that were approved by shareholders at the ordinary general shareholders' meeting were: (a) setting the amount of $500 or its equivalent in Mexican Pesos as the maximum amount of resources that during fiscal year 2021 (until the next ordinary general shareholders' meeting of CEMEX, S.A.B. de C.V. is held), CEMEX, S.A.B. de C.V. may use this amount for the acquisition of its own shares or securities that represent such shares); (b) the cancellation of shares of CEMEX, S.A.B. de C.V. that were (i) repurchased during the 2020 fiscal year and/or (ii) authorized to support any new issuance of convertible securities and/or to be subscribed and paid for in a public offering or private subscription; and (c) the appointment of the members of the Board of Directors, the Audit Committee, the Corporate Practices and the Finance Committee (which had its members reduced from four to three) and the Sustainability Committee of CEMEX, S.A.B. de C.V.

On March 26, 2021, the tax authorities in Spain notified one of the Company's subsidiaries of an assessment for income taxes in an amount of €48 plus interest, derived from a tax audit process covering the tax years 2010 to 2014. This assessment is expected to be appealed before the *Tribunal Económico Administrativo Central* or a higher tax authority. In order for the suspension of the payment of the tax assessment to be granted, CEMEX España is expected to provide payment guarantees before filing such appeal.

In connection with the sale of certain assets in France mentioned in note 13.1, on March 31, 2021, CEMEX closed the sale of such assets to LafargeHolcim for an amount in euros equivalent to $45. The divested assets consisted of 24 concrete plants and one aggregates quarry in the Rhone Alpes region in Southeastern France, east of CEMEX's operations in Lyon. CEMEX will retain its business in Lyon.

On March 31, 2021, in connection with note 24.2, CEMEX signed an amendment to the IBM 2012 Master Professional Services Agreement ("MPSA") by which the finance and accounting services were removed from the scope of such agreement and, on the same date, CEMEX entered into a new Master Services Agreement ("MSA") with IBM for the provision of finance and accounting services previously provided under the IBM 2012 MPSA. The IBM 2021 MSA will end on March 31, 2026 unless terminated earlier.

The accompanying consolidated financial statements were authorized for issuance in the Company´s annual report on Form 20-F, by the Chief Executive Officer of CEMEX, S.A.B. de C.V. on April 23, 2021, hereby updated for subsequent events, to be filed with the United States Securities and Exchange Commission.

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28) MAIN SUBSIDIARIES

As mentioned in notes 5.3 and 21.4, as of December 31, 2020 and 2019, there are non-controlling interests on certain consolidated entities that are in turn holding companies of relevant operations. The main subsidiaries as of December 31, 2020 and 2019, which ownership interest is presented according to the interest maintained by CEMEX, were as follows:

Subsidiary	Country	% Interest 2020	% Interest 2019
CEMEX España, S.A. [1]	Spain	99.9	99.9
CEMEX, Inc.	United States of America	100.0	100.0
CEMEX Latam Holdings, S.A. [2]	Spain	92.4	73.2
CEMEX (Costa Rica), S.A. [3]	Costa Rica	99.2	99.2
CEMEX Nicaragua, S.A. [3]	Nicaragua	100.0	100.0
Assiut Cement Company	Egypt	95.8	95.8
CEMEX Colombia, S.A. [4]	Colombia	99.7	99.7
Cemento Bayano, S.A. 5	Panama	100.0	100.0
CEMEX Dominicana, S.A.	Dominican Republic	100.0	100.0
Trinidad Cement Limited	Trinidad and Tobago	69.8	69.8
Caribbean Cement Company Limited [6]	Jamaica	79.0	79.0
CEMEX de Puerto Rico Inc.	Puerto Rico	100.0	100.0
CEMEX France Gestion (S.A.S.)	France	100.0	100.0
CEMEX Holdings Philippines, Inc. [7]	Philippines	77.8	66.8
Solid Cement Corporation [8]	Philippines	100.0	100.0
APO Cement Corporation [8]	Philippines	100.0	100.0
CEMEX U.K.	United Kingdom	100.0	100.0
CEMEX Deutschland, AG.	Germany	100.0	100.0
CEMEX Czech Republic, s.r.o.	Czech Republic	100.0	100.0
CEMEX Polska sp. Z.o.o.	Poland	100.0	100.0
CEMEX Holdings (Israel) Ltd.	Israel	100.0	100.0
CEMEX Topmix LLC, CEMEX Supermix LLC and CEMEX Falcon LLC [9]	United Arab Emirates	100.0	100.0
Neoris N.V. 10	The Netherlands	99.8	99.8
CEMEX International Trading LLC [11]	United States of America	100.0	100.0
Transenergy, Inc. [12]	United States of America	100.0	100.0

1 CEMEX España is the indirect holding company of most of CEMEX's international operations.
2 The interest reported excludes own shares held in CLH's treasury. CLH, incorporated in Spain, trades its ordinary shares in the Colombian Stock Exchange under the symbol CLH, and is the indirect holding company of CEMEX's operations in Colombia, Panama, Costa Rica, Guatemala, Nicaragua and El Salvador (note 21.4).
3 Represents CEMEX Colombia, S.A.'s direct or indirect interest.
4 Represents CEMEX's direct and indirect interest in ordinary and preferred shares, including own shares held in CEMEX Colombia, S.A.'s treasury.
5 Represents CLH's direct and indirect interest. The interest reported excludes a 0.515% interest held in Cemento Bayano's treasury.

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Main subsidiaries — continued

6 Represents the aggregate ownership interest of CEMEX in this entity of 79.04%, which includes TCL's direct and indirect 74.08% interest and CEMEX's 4.96% indirect interest held through other subsidiaries.
7 CEMEX's operations in the Philippines are conducted through CHP, a subsidiary incorporated in the Philippines which since July 2016 trades its ordinary shares on the Philippines Stock Exchange under the symbol CHP (note 21.4)
8 Represents CHP direct and indirect interest.
9 CEMEX indirectly owns a 49% equity interest in each of these entities and holds the remaining 51% of the economic benefits, through agreements with other shareholders.
10 Neoris N.V. is the holding company of the entities involved in the sale of information technology solutions and services.
11 CEMEX International Trading LLC is involved in the international trading of CEMEX's products.
12 Formerly named Gulf Coast Portland Cement Co., it is engaged in the procurement and trading of fuels, such as coal and petroleum coke, used in certain operations of CEMEX.

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Stockholders and Board of Directors
CEMEX, S.A.B. de C.V.:

Opinion on the Consolidated Financial Statements

We have audited the accompanying consolidated statements of financial position of CEMEX, S.A.B. de C.V. and subsidiaries (the Company) as of December 31, 2020 and 2019, the related consolidated statements of operations, comprehensive income (loss), changes in stockholders' equity, and cash flows for each of the years in the three year period ended December 31, 2020, and the related notes (collectively, the consolidated financial statements). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2020 and 2019, and the results of its operations and its cash flows for each of the years in the three year period ended December 31, 2020, in conformity with International Financial Reporting Standards as issued by the International Accounting Standards Board.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the Company's internal control over financial reporting as of December 31, 2020, based on criteria established in Internal Control – Integrated Framework (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission, and our report dated April 23, 2021 expressed an unqualified opinion on the effectiveness of the Company's internal control over financial reporting.

Basis for Opinion

These consolidated financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the consolidated financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. We believe that our audits provide a reasonable basis for our opinion.

Critical Audit Matters

The critical audit matters communicated below are matters arising from the current period audit of the consolidated financial statements that were communicated or required to be communicated to the audit committee and that: (1) relate to accounts or disclosures that are material to the consolidated financial statements and (2) involved our especially challenging, subjective, or complex judgments. The communication of critical audit matters does not alter in any way our opinion on the consolidated financial statements, taken as a whole, and we are not, by communicating the critical audit matters below, providing separate opinions on the critical audit matters or on the accounts or disclosures to which they relate.

Evaluation of the goodwill impairment analysis for certain groups of cash-generating units

As discussed in Notes 3.10 and 16.2 to the consolidated financial statements, the goodwill balance as of December 31, 2020 was $8,506 million, of which $6,449 million related to groups of Cash-Generating Units (CGUs) in the United States of America (USA), and $463 million to groups of CGUs in Spain. The goodwill balance represents 31% of the Company's total consolidated assets as of December 31, 2020. During 2020, management of the Company recognized impairment of goodwill for $1,020 million related to the groups of CGUs in USA. Goodwill is tested for impairment when required upon the occurrence of internal or external indicators of impairment or at least once a year, during the last quarter of such year.

We identified the evaluation of the goodwill impairment analysis for these two groups of CGUs as a critical audit matter. The estimated value in use and the underlying assumptions involved a high degree of subjectivity. Specifically, the evaluation of the discount rate and the long-term growth rate used to calculate the value in use of the two groups of CGUs (USA and Spain) was challenging and changes to these assumptions had a significant impact on the value in use.

The following are the primary procedures we performed to address this critical audit matter. We evaluated the design and tested the operating effectiveness of certain internal controls related to the goodwill impairment assessment process, including controls related to the determination of the value in use of the groups of CGUs, and the development of the long-term growth rate and discount rate assumptions. We performed sensitivity analyses over the discount rate and long-term growth rate assumptions to assess their impact on the determination of the value in use of the two groups of CGUs (USA and Spain). We evaluated the Company's forecasted long-term growth rates for these two groups of CGUs by comparing the growth assumptions to publicly available data. We compared the Company's historical cash flows forecasts to actual results to assess the Company's ability to accurately forecast. We involved valuation professionals with specialized skills and knowledge, who assisted in: (1) Evaluating the discount rates for these two groups of CGUs, by comparing them with a discount rate range that was independently developed using publicly available data for comparable entities; and (2) Developing an estimate of the value in use of the groups of CGUs using the Company's cash flow forecasts and determining an independently developed discount rate and comparing the results of our estimates to the Company's estimates of value in use.

Evaluation of certain tax proceedings

As discussed in Notes 3.11, 3.13 and 20.4 to the consolidated financial statements, as of December 31, 2020 the Company was involved in certain significant tax proceedings in Spain and Colombia related to uncertain tax treatments. The Company recognizes the effect of an uncertain tax treatment when it is probable that it would be accepted by the tax authorities. If an uncertain tax treatment is considered not probable of being accepted, the Company recognizes the effect of such uncertainties in its tax balances.

We identified the evaluation of certain tax proceedings in Spain and Colombia and the related disclosures made as a critical audit matter. It required challenging auditor judgment and significant audit effort, due to the subjective nature of the estimates and assumptions, including judgments about the likelihood of loss and the amounts that would be paid in the event of loss.

The following are the primary procedures we performed to address this critical audit matter. We evaluated the design and tested the operating effectiveness of certain internal controls related to the evaluation of tax proceedings, including controls related to the evaluation of information from external and internal legal counsel, the determination of the likelihood of loss and the amounts that would be paid in the event of loss, as well as controls over the financial statement disclosures. We evaluated the competence and capabilities of the internal and external legal counsel that assessed the likelihood of loss and the estimate of the outflow of resources. We involved tax professionals with specialized skills and knowledge, who assisted in assessing the amounts disclosed by: (1) Inspecting letters received directly from the Company's internal and external legal counsel that

assessed the likelihood of loss and the amounts that would be paid in the event of loss of the tax proceedings, comparing these assessments and estimates to those made by the Company; and (2) Reading the latest correspondence between the Company, internal and external legal counsel and the various tax authorities, as applicable. We assessed the sufficiency of the disclosures related to these tax proceedings.

Evaluation of certain legal proceedings

As discussed in Notes 3.11 and 25 to the consolidated financial statements, as of December 31, 2020 the Company is involved in certain significant legal proceedings in Mexico (Corporate) and Colombia. The Company records provisions for legal proceedings when it is probable that an outflow of resource will be required to settle a present obligation and when the outflow can be reliably estimated. The Company discloses a contingency for legal proceedings whenever the likelihood of loss from the proceedings is considered possible or when it is considered probable but it is not possible to reliably estimate the amount of the outflow of resources.

We identified the evaluation of certain legal proceedings in Mexico (Corporate) and Colombia and the related disclosures made as a critical audit matter. The assessment required challenging auditor judgment and significant audit effort, due to the subjective nature of the estimates and assumptions, including judgments about the likelihood of loss and the amounts that would be paid in the event of loss.

The following are the primary procedures we performed to address this critical audit matter. We evaluated the design and tested the operating effectiveness of certain internal controls related to the evaluation of legal proceedings, including controls related to the evaluation of information from external and internal legal counsel, the determination of the likelihood of loss and the amounts that would be paid in the event of loss, as well as controls over the financial statement disclosures. We evaluated the competence and capabilities of the internal and external legal counsel that assessed the likelihood of loss and the estimate of the outflow of resources. We involved legal professionals with specialized skills and knowledge, who assisted in assessing the amounts disclosed by: (1) Inspecting letters received directly from the Company's internal and external legal counsel that assessed the likelihood of loss and the amounts that would be paid in the event of loss of these legal proceedings and comparing these assessments and estimates to those made by the Company; and (2) Reading the latest correspondence between the Company, internal and external legal counsel and the various authorities or plaintiffs, as applicable. We assessed the sufficiency of the disclosures related to these legal proceedings.

/s/ KPMG Cárdenas Dosal, S.C.

We have not been able to determine the specific year that we began serving as the Company´s auditor, however we are aware that we have served as the Company´s auditor since at least 1998.

Monterrey, N.L. México
April 23, 2021

INTERNAL CONTROL REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Stockholders and Board of Directors
CEMEX, S.A.B. de C.V.

Opinion on Internal Control Over Financial Reporting

We have audited CEMEX, S.A.B. de C.V. and subsidiaries' (the Company) internal control over financial reporting as of December 31, 2020, based on criteria established in Internal Control – Integrated Framework (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission. In our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of December 31, 2020, based on criteria established in Internal Control – Integrated Framework (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the consolidated statements of financial position of the Company as of December 31, 2020 and 2019, the related consolidated statements of operations, comprehensive income (loss), changes in stockholders' equity, and cash flows for each of the years in the three-year period ended December 31, 2020, and the related notes (collectively, the consolidated financial statements), and our report dated April 23, 2021 expressed an unqualified opinion on those consolidated financial statements.

Basis for Opinion

The Company's management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying Management's Annual Report on Internal Control Over Financial Reporting as of December 31, 2020. Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit of internal control over financial reporting included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. Our audit also included performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

Definition and Limitations of Internal Control Over Financial Reporting

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

/s/ KPMG Cardenas Dosal, S. C.

Monterrey, N.L., Mexico
April 23, 2021

Exhibit 1.1

ENGLISH TRANSLATION
As of April 14, 2021

CEMEX, S.A.B. de C.V.

By-Laws

ARTICLE 1. DENOMINATION.- The Company is a commercial anonymous Company and it is named CEMEX, followed by the words "*Sociedad Anónima Bursátil de Capital Variable*" or by its abbreviation "*S.A.B. de C.V.*".

ARTICLE 2. CORPORATE PURPOSE.- The Company's corporate purpose is to participate in corporations and civil associations, civil organizations and in all other types of domestic and foreign companies, through subscription and/or purchase of their shares, stocks, assets and rights and otherwise dispose and enter into any type of acts or contracts regarding such shares, stocks, assets and rights, and for the fulfillment of its corporate purpose, the Company may, directly or indirectly through third parties, enter into or execute all kinds of acts, operations and civil or commercial contracts, specialized services or works or of any kind, that are conducive to, accessory to, necessary for or convenient for the effective achievement of its corporate purpose through the activities indicated below:

(A) The manufacture, sale or purchase, distribution, transportation, importation, exportation, exploitation and the industrial and commercial use of cement and, in general, any type of building materials. **(B)** The production, distribution, importation, exportation, supply, assembly, transportation, hauling, pumping, consignment, sale or purchase, storage, mediation, agency, exploitation, marketing and industrial and commercial use in general of cement, concrete, mortar, clay, limestone, gypsum, gravel, sand, iron ore, raw materials used in the manufacture of cement and, in general all kinds of building materials. **(C)** The manufacture, sale, distribution, pumping, transportation, import, export, exploitation, use and industrial and commercial utilization of aggregates, ready-mixed concrete, its additives and components and, in general, all types of pieces and prestressed concrete objects, preconcretes, tubes and construction materials, concrete blocks and precast concrete elements. **(D)** The establishment of concrete, cement and asphalt manufacturing plants with dependencies focusing on obtaining and triturating aggregates, dosing and mixing these and hauling, placing and consolidating its products. **(E)** To be the holder of Exploration and/or Exploitation of Mining Concessions, in order to explore and/or exploit the minerals or

substances subject to the Mining Law (*Ley Minera)*) in full force and effect, in accordance with the provisions of article 11 of said law. **(F)** Be the holder of, Ordinary and/or Extraordinary General Permits for the purchase, storage and consumption or purchase and consumption of explosive materials, for the construction industry and for the mining industry, in order to exploit the stone and mineral materials, respectively, in accordance with the provisions of articles 37 and 42 of the Federal Firearms and Explosives Law (*Ley Federal de Armas de Fuego y Explosivos*). **(G)** The transportation of merchandise and products in modality of general cargo, waste and/or hazardous materials and bulky and/or heavy weight materials, exploitation and use of the General Ways of Communication (*Vías Generales de Comunicación*) or their services and related under the concessions or permits granted by the Federal Executive as applicable; or, through the concessions or permits that the Company receives in contribution, transfer or in right of its Partners and authorized by the competent authorities. **(H)** The exploitation of specialized services of general cargo, waste and/or hazardous materials and bulky and/or heavy objects related to the concessions and permits granted by the authorities of the federal entities of the country. **(I)** The use of roads in general and their connection with other means of transport, through the Agreements that are entered into, in order to offer the public user an efficient and safe service. **(J)** Verification of official Mexican standards and serve as an approved and accredited inspection and verification unit to perform the procedures for evaluating the specifications and physical-mechanical and safety conditions for the operation of roads and bridges under the federal jurisdiction of motor transportation cargo, in compliance with Mexican official standards. **(K)** The training and preparation of Drivers of the Federal Motor Carrier and Private Transport Service (*Conductores del Servicio de Autotransporte Federal y Transporte Privado*). **(L)** The specialized workshop maintenance and repair service, as well as the sale of spare parts and technical equipment to third parties. **(M)** The development, purchase, sale, import, export, assembly and marketing of bags, packs and all types of packaging of any material, as well as the raw materials necessary for that purpose. **(N)** The industrial and commercial use of wastewater through its treatment and reuse. **(Ñ)** The use, exploitation and utilization of public property, for the handling of fluids and the use of goods and the provision of port services that constitute the port operation under the terms of the Ports Act (*Ley de Puertos*), classified as maneuvering services for the transfer of goods or merchandise, such as loading, unloading, stacking, storage, stowage and haulage within the port, by any of the modalities provided by

such law, including, but not limited to, obtaining concessions, permits, authorizations and partial assignments of rights. **(O)** Logistic services associated with the oil industry, as well as operation management of asphalt emulation plants. **(P)** The Treatment and refining of Oil, the processing of Natural Gas and the export and import of Hydrocarbons and Petroleum, as well as the Transportation, Storage, Distribution, compression, liquefaction, decompression, regasification, commercialization and Public Expense of Hydrocarbons, Petroleum or Petrochemicals, including the construction, operation and exploitation of land areas, warehouses, ships, tanks, dry ports, marine terminals and facilities of any kind, for the management of petroleum and/or energy products, by any of the modalities provided by such law, including but not limited to, obtaining concessions, permits and/or authorizations, as appropriate, under the terms of Title Three of the Hydrocarbons Law (*Título Tercero de la Ley de Hidrocarburos*). **(Q)** The rendering of the Auxiliary Service for the Railway Freight Terminal, the Railway Auxiliary Service for transshipment and transfer of liquids, the Railway Auxiliary Service of railway equipment maintenance workshops and the provision of the transfer of liquids in any of its modalities. **(R)** The establishment of navigation services, transport, passengers and cargo, between the ports of the country and abroad, if necessary, the acquisition of boats for the aforementioned purposes and the operation of docks, shipyards and any other necessary construction or work for the initiation and development of its services. **(S)** The acquisition of concessions, permits, subsidies and legal franchises related to any of the activities of its corporate purpose and acquiring by any legal title, including by concession of public power, direct ownership over lands, waters or their accessions and exploiting them, whether for irrigation, to generate driving force or for industrial objects. **(T)** The manufacture, sale, distribution, lease, import, export, transportation, supply, assembly, transport, loading, consignment, sale, deposit, mediation, commission, exploitation, commercialization and industrial and commercial use in general of all types of products allowed by the laws and in general, all kinds of domestic or foreign goods or merchandise, either as raw material, semi-finished products and perform with them trade acts in any form on their own or by third parties. **(U)** The rendering of handling, storage and custody of foreign goods services, either owned by the Company or by third parties with whom the Company enters into an agreement. **(V)** The private transportation of goods owned by the Company or related to their activities, as well as of persons related to the same purpose, without involving the provision of federal public transportation in any of its forms. **(W)** The

operation as a shipping company and performance of all activities related to its operation and carrying out all the formalities before the competent authorities to obtain the proper permits. **(X)** Purchase, lease, charter and enter into any type of contract with foreign and Mexican vessels as well as registering and obtaining the Mexican flag for the vessels that may require it. **(Y)** To act as consignee agent for vessels and perform all activities related to the operation as such. **(Z)** The manufacture, sale, distribution, lease, import, export, exploitation and overall development of all types of industrial and commercial equipment, machinery, tools, spare parts and parts, motor carriers and any articles or commercial items. **(AA)** The exploitation of the various engineering branches in all its aspects either pure or applied, as well as projects and construction works. **(BB)** Entering into contracts for construction, design, engineering, and supply of technical and professional services, the development of architectural projects, installation of technical and mechanical infrastructure, and any other applications necessary, convenient or conducive to the development and prosperity of the Company, including participating in competitions, public or private bids or offers either national or international. **(CC)** Acquire, sell, manage, lease or receive in lease or sublease, give or receive on loan, exchange, encumber in any way, exploit, affect or be a trustee in trust and, in general, enter into any legal act that involves acquiring, transferring or guaranteeing the rights of ownership or possession of all real or personal types of property, as deemed necessary or convenient for the development and prosperity of the Company, or to directly or indirectly support the development of the Company. **(DD)** Build, plan, design, decorate, manage and operate in any manner all kinds of buildings, factories, warehouses, houses and apartments on their own or through third parties. **(EE)** Provide and receive any type of technical, administrative, sales, advertising, monitoring, technical assistance, consultation and advice services on industrial, tax, accounting, commercial, financial, and any other type of matters. **(FF)** Order, obtain, buy, lease, assign or otherwise acquire or dispose of trademarks, trade names, copyrights, patents, inventions and processes, know-how and, in general, intellectual and industrial property rights, as well as licenses over them. **(GG)** Enter into or agree on agency operations, mediation, technical assistance, professional services, consulting, distribution, supply, leasing and factoring, brokerage and generally all kinds of contracts or agreements involving services to or for third parties, as a result of the obligations or duties incurred by virtue of entering into the contracts in this subparagraph. **(HH)** Give or take money on loan, secured or unsecured, including the issuance of debt securities in public

or private sale that represent loans with the investing public. **(II)** Issue, draw, sign, accept, endorse, guarantee and enter into any type of commercial or legal transaction, regarding negotiable instruments, with national or foreign credit institutions, as well as agents and securities intermediaries, in investment companies and auxiliary credit organizations and in any organization, corporation or association, any and all types of transactions necessary or convenient for the fulfillment of its corporate purpose, including entering into repurchases, loans, trusts, mandates, agencies or any contract or agreement either for the purpose of investing its resources, to obtain financing, or where appropriate, to affect, transmit or to pledge the negotiable instruments referred to in this subparagraph. **(JJ)** To execute avales, bonds and, in general, guarantee, including with pledges and mortgages, obligations incurred on behalf of third parties, with or without consideration.

ARTICLE 3. DOMICILE.- The corporate seat of the Company is the city of Monterrey, N.L., Mexico, with the understanding that agencies or branches may be established within Mexico or abroad as deemed advisable by the Board of Directors.

ARTICLE 4. DURATION.- The duration of the Company shall be indefinite.

ARTICLE 5. NATIONALITY.- This Company is Mexican. Any foreigner who in the incorporation date of this Company has acquired or in the future shall acquire an interest or participation in the Capital Stock of the Company, shall be considered for this sole act as Mexican, it being understood that said party has agreed not to seek the protection of its government, under penalty of losing said interest or participation in favor of the Republic of Mexico. This article shall be inserted in its entirety on the share certificates issued by the Company. This Company received authorization from the Mexican Ministry of Foreign Affairs under Permit Number 267, dated February 4, 1927, in accordance with the Organizational Law of Section I of Article 27 of the Constitution and its Regulations.

ARTICLE 6. CAPITAL STOCK.- The Capital Stock shall be variable. The Minimum Fixed Capital with no redemption rights is of $36,300,000.00 (thirty-six million three hundred thousand 00/100 MXN) represented by 13,068´000,000 (thirteen thousand

sixty eight million) ordinary shares, which shall be registered and with no face value, of which 8,712´000,000 (eight thousand seven hundred twelve million) correspond to the Series "A" and 4,356´000,000 (four thousand three hundred fifty six million) to Series "B"; the Variable Capital with no redemption rights shall be unlimited. The common ordinary Capital Stock, as well as the capital represented by Class Shares, both in its Fixed and Variable portions, shall be represented by Series of registered shares with no par value, together with its respective sub-series. Every time reference is made to a series of shares, Fixed or Variable Capital, it shall be construed as a reference to any sub-series that, as the case may be, have been issued and that shall be identified with the same letter with which the Series has been identified and a number from 1 (one) onwards, in accordance with the respective sub-series.

The common ordinary Capital Stock shall be represented by two Series, both for its Fixed and Variable portions. The Series "A" shall represent as a minimum the (64%) sixty- four per cent of the common ordinary Capital Stock and the Series "B", or of free subscription, shall represent as a maximum the (36%) thirty-six per cent. In the event that Class Shares shall exist, and unless an authorization is obtained to treat them as neutral investment in accordance with the Law, at least (64%) sixty-four percent of the Capital Stock represented by this type of shares shall be subject, in respect to its holders, to the same restrictions applicable to the Series "A" shares of the ordinary capital. All the shares forming part of the common ordinary Capital Stock, except for the characteristics related to the holdings of each one of the Series and the part of the Capital which they represent, give their holders the same rights and obligations. By no means and neither directly nor indirectly, may the shares of the Series "A" be acquired: **(i)** by foreign individuals or foreign legal entities or Mexican legal entities that do not have a foreign exclusion clause, in the understanding that such clause shall be contained both in the by-laws of the acquirer as in the by-laws of any other company or partnership that directly or indirectly has an interest in the Capital Stock of such acquirer; **(ii)** by groups, units, associations, trusts, and any entity, with or without legal personality, that admits foreigners, is foreign, is one in which, by any form, directly or indirectly, has intervention of foreigners, or companies in which any foreigners participate (except for the case of Trusts formed by the Company for the issuance of ordinary participation certificates to be offered to the public investors);

(iii) by foreign governments or foreign sovereigns. The Class Shares may be acquired subject to the terms and conditions approved by the Shareholders' Meeting authorizing its issuance. In the event of a violation of these restrictions, the acquisition shall be null and the Company shall not recognize the acquirer as the owner nor may the acquirer exercise the corporate rights inherent to the shares.

For the purposes of these by-laws, “Class Shares” refer to the shares that carry no voting rights, limited or restricted voting rights, that have any limitation in the exercise of their corporate rights or that confer preferred economic rights in relation to ordinary shares.

ARTICLE 7. ACQUISITION OF OWN SHARES AND MEASURES TO LIMIT THE SHAREHOLDING OWNERSHIP.- I.- The Company may acquire shares representing its own Capital Stock or credit instruments representing them, as well as optional instruments or financial derivative instruments which may be liquidated in kind that have such shares or credit instruments underlying in accordance with the terms and conditions indicated by the applicable Law. The shares or credit instruments that represent such shares that belong to the Company, or, the shares issued but not subscribed maintained in the Treasury, may be placed among the public investors in accordance with the dispositions of the applicable law. So long the shares are the property of the Company, they may not be represented nor voted in the Shareholders’ Meetings, and no social or economic rights of whatever nature may be exercised. **II.- (A).-** For purposes of these by-laws, the following definitions shall apply, whether in their singular or plural form:

—- “SHARES”: the ones that represent the Capital Stock of the Company; any type of certificate or receipt referred to the shares representing the Capital Stock of the Company; as well as any other security, credit instrument or document that refers to or permits the exercise of, the vote of the corresponding shares representing the Capital Stock of CEMEX, S.A.B. de C.V.

—- “CONSORTIUM”: shall have the meaning established by the Mexican Securities Market Law.

—- “RELATIVE”: person or persons that with respect to each other, have family relationship by consanguinity, affinity or civil, up until the fifth degree in a straight or collateral line, the spouse, concubine and concubinary.

—- “ENCUMBRANCE”: pledges, seizures, trusts (or equivalent figures under foreign Law), or any act or transaction that in any form, limits, restricts or affects, the implicit rights of the Shares.

—- “GROUP OF PERSONS”: shall have the meaning established by the Mexican Securities Market Law.

—- “CORPORATE GROUP”: shall have the meaning established by the Mexican Securities Market Law.

—- “RELATED PARTY”: shall have the meaning established by the Mexican Securities Market Law.

—- “HOLDING”: the ownership, possession or holding of Shares or the possibility of instructing or exercising the right to vote.

—- “TRANSACTION”: Any agreement, contract, unilateral declaration, stipulation, arrangement and any act that creates, transmits, modifies or extinguishes obligations, including, enunciatively but not limited to, all acts or facts that give or may give place to any exercise or instruction to exercise the voting rights, or if the ownership, possession or holding of the Shares may be obtained or is obtained.

—- Any Transaction or Encumbrance that may result or results in a direct or indirect possibility, to acquire or exercise the right to vote regarding the Shares that represent a 2% or more of the Capital Stock of the Company, shall be subject to the prior authorization of the Board of Directors. The Board of Directors must decide, within a period of 90 (ninety) calendar days from the reception of the written application directed to the President or Secretary of the Board. The application must be in written form and must contain the following information: **(i)** name, social denomination of the participant(s) in the Transaction or Encumbrance and the Shares whose Holding they have on the date of the application, **(ii)** in the case of a Group of Persons, Corporate Group, Consortium, Related Parties or Relatives, provide the details of all the persons involved, indicating their name, social denomination and Shares each holds, as well as who shall exercise the social and economic rights, **(iii)** description of the Transactions or Encumbrances, and **(iv)** in the event that the Transaction or Encumbrance is made indirectly through agents, brokers, trusts or similar figures under any law or third parties; it must be indicated who or whom are the effective beneficiaries and who or whom will exercise or will instruct to exercise the voting rights. The Board of Directors, in order to resolve the applications, shall consider the following criteria: **a)** if it involves Transactions or Encumbrances of qualified investors or institutions in which the public investors participate; **b)** if it involves

acquisitions that aim to make portfolio investments with speculative purposes, that could affect stock prices; or if it is intended to accumulate significant amounts of Shares in a way that the number of Shares outstanding is reduced and that the marketability may be affected; **c)** the likelihood of the participants in the Transactions or Encumbrances exercising a significant influence or being able to obtain control (as these terms are defined in the applicable law); **d)** if all the legal dispositions and the by-laws have been observed, and the persons who wish to participate in the Transactions or Encumbrances have not incurred in any violation of the Law or by-laws or have not complied with applicable Law or by-laws; **e)** if the persons involved in the Transactions or Encumbrances are competitors of the Corporate Group to which the company belongs, are persons or legal entities participating in companies, entities or persons that are competitors of the Corporate Group to which it belongs and there is a risk of affecting the process of fair competition or there could be an access to confidential and privileged information; **f)** the moral and economic solvency of the participants; **g)** the protection of the rights of minorities and workers of the Company and its subsidiaries; and **h)** maintain an adequate base of investors. If the Board of Directors authorizes the application, the Transaction or Encumbrance shall be done during the next 10 (ten) days following notification from the Board of such authorization. If done afterwards, the authorization shall be null.

—-If after making the Transaction or Encumbrance the Holding of Shares is reduced, in order to make a new Transaction or Encumbrance, a new application must be made, unless the Board had authorized the possibility of multiple Transactions or Encumbrances over a time frame. When the Transaction or Encumbrance had been authorized on the basis of false or incorrect information or information had been withheld, the voting rights corresponding to the Shares related to the Transaction or Encumbrance will not be able to be exercised.

II.- (B).- Any Transaction or Encumbrance that results or may result in a participation equal or greater than 30% of the Capital Stock of the Company, shall oblige, without taking into account whether the participants in the Transaction or Encumbrance wish or not to acquire control, the execution of a forced public offer for the acquisition of the totality of the Shares representing the Company’s Capital Stock.

In the event that the requirements described in numeral II of this Article are not met

or exceed the participations indicated in the paragraphs A and B, the persons involved therein shall not be entitled to exercise the voting rights corresponding to the total of the Shares whose Holding was obtained or is currently obtained, and therefore, such Shares shall not be taken into account for the determination of the quorum of attendance and voting in the Shareholders' Meetings, nor shall the records in the shareholder ledger be done and there shall be no effects of the Registry done by the Institute for the Deposit of Securities.

In order to determine if a specific situation is within numeral II of this Article, the following considerations and criteria shall apply and all the Shares whose Holding is obtained, shall be obtained, or is currently obtained by virtue of any Transaction or Encumbrance, shall be taken into account (the calculation shall be made regarding the number of shares directly representing the Capital Stock of the Company).

1.- It does not matter if the Transaction or Encumbrance is made abroad.

2.- A single Holding shall be considered regarding each of the participants in the Group of Persons, Corporate Group, Consortium, each Related Party, and each Relative.

3.- Each Transaction or Encumbrance that may result in obtaining a 2% or more of the Capital Stock must be submitted to authorization.

4.- In case of Trusts established by the Company for the issuance of ordinary participation certificates to be offered to the public investors, the fiduciary institution shall not be subject to numeral II of this Article or Article 10 of these by- laws.

5.- For the interpretation of these by-laws, the applicable law shall be taken into account.

ARTICLE 8. MODIFICATIONS TO THE CAPITAL STOCK.- To increase or decrease the Capital Stock and amortize issued shares with undistributed profits, except in accordance with the provisions of Article 7 of these by-laws, the following procedure shall be followed: The Fixed Capital Stock shall only be increased or decreased by resolution of the General Extraordinary Shareholders' Meeting, and such Meeting shall also authorize the amortization of issued shares representing this part of the Capital Stock with distributable profits and the amendments to the limits of the Variable Capital. The Variable Capital Stock shall be increased or decreased by resolution of the General Ordinary Shareholders' Meeting,

and such Meeting shall also resolve about the amortization of issued Shares representing this part of the Capital Stock with distributable profits; in the event of a Capital increase in its Variable part, the Meeting may delegate to the Board of Directors the authority to determine the terms and conditions under which it shall proceed to the issuance, exhibit and subscription of the respective shares, which once issued and while subscribed shall be held by the Treasury of the Company. In the event of a capital reduction in the Variable part of its Capital Stock, the Board of Directors, in accordance with applicable legal provisions, may fix the terms and conditions for its implementation. The amortization of Shares with distributable profits shall be done in accordance with the terms instructed by the Law. The minutes of the General Ordinary Shareholders´ Meetings that approve increases or decreases in the variable portion of the Capital Stock must be notarized, except in the cases where the increases and decreases are the result of the repurchase of shares. In the terms of the applicable law, the Company may increase its Capital Stock by the issuance of non-voting shares, shares with other limitations or preferred corporate rights, or shares with preferred or limited vote. The issuance of the shares mentioned in this paragraph shall not exceed the percentage of the Capital Stock established by the applicable Law and may be part of the Fixed or Variable portions of the Capital Stock.

The non-voting shares shall not be counted for purposes of determining the attendance or voting quorums at the Shareholders' Meetings, while the shares with limitations on other corporate rights, or of restricted vote, shall only be counted to determine the attendance and voting quorums in the Shareholders' Meetings held to deal with any matters in which such shares have a voting right.

Issued Class Shares, as the case may be, shall conform one or several Series with its respective sub-series, each Series shall be identified with two letters of the alphabet, one of which shall be "A", "B" or "N", respectively and depending on whether its Holding is reserved in the terms of these by-laws with respect to the Series "A", common ordinary Capital, are of free subscription in the terms of these by-laws with respect to the Series "B" of the common ordinary Capital Stock, or in its case, are considered as neutral investment under which they shall also have free subscription; and the other letter shall be used to distinguish them from the shares representing the common ordinary Capital Stock and the other Classes that conform the Capital Stock, attaching a progressive number for each sub-series issued.

In the event of a Capital Stock increase, the Shareholders' Meeting may extend, limit or deny the shareholders the preemptive right to subscribe in proportion to their participation in the common ordinary Capital Stock or in the capital represented by Class Shares, the shares that in either case are issued. When applicable, the proportion shall be determined considering only the participation in the issued Capital Stock and the preemptive rights may only be exercised with respect to the same class of Shares that are held by the shareholder and within the (15) fifteen days following the publication of the resolution of the respective Shareholders' Meeting, the publication shall be made in the terms provided in these by-laws for the calls for Shareholders' Meetings. The preemptive right to subscribe shall not be applicable to Capital increase through public offers or through the issuance of own shares previously acquired by the Company.

The Shareholders shall also have the right to receive the shares that are issued by means of capitalization of reserves or profits, in the understanding that the shares issued under this concept shall correspond proportionately to all issued Shares. The Shareholders' Meeting shall determine the nature or class of shares that will represent the Capital increase by the capitalization of reserves or profits and only those Shareholders holding common ordinary shares or Class Shares, depending on which of them are being issued, shall share the right of receiving the shares so issued in the proportion of their Holdings in the issued ordinary common Capital Stock or of Class, respectively.

The Company may issue unsubscribed shares kept in treasury, to be subscribed afterwards by the public investors, in accordance with the applicable Laws.

The shareholders of the variable part of the Capital Stock of the Company shall not have withdrawal rights.

The Company shall keep a Book, which shall be authorized by the Chairman or Secretary of the Board of Directors or by any other officer designated by the Board of Directors for this purpose. All notes relating to the registration of increases and decreases of the Capital Stock in its Variable portion shall be kept in this Book.

ARTICLE 9. CERTIFICATES REPRESENTING THE SHARES.- The Share Certificates and Provisional Certificates issued in each case, must contain the expressions referred to in the Law and in Articles 5, 7 (regarding the restrictions for the transmission of Shares or to acquire substantial portions of the Capital Stock), 8, and 10 of these by-laws,

regarding the rights and obligations of the shareholders, and must have the handwritten signatures of any two Board members appointed by the Board of Directors. The Chairman and Secretary may use a facsimile of their signature, pursuant to the requirements of the applicable Law. The Share Certificates and provisional certificates must also contain adhered vouchers, to be used when exercising their dividend and preemptive rights. The Board shall determine the number of shares represented in each Share Certificate and the number of vouchers to be adhered.

ARTICLE 10. SHARE REGISTRY AND SIGNIFICANT PARTICIPATIONS.- The Company shall have a Share Registry that must contain: a).- The name, nationality, and address of the Shareholder, as well as the indication of the shares belonging to him, indicating their number, series, class, and other distinctions; **b).-** The indication of the payments made; **c).-** Any encumbrances over the Shares, as well as of the rights incorporated in them, the limitations of domain, and transfers made. The Registry must also comply with the provisions established in the applicable law and with Article 7 of these by-laws. The Company shall consider the person inscribed in the Registry, referred to in this article, as owner of the shares. To this effect, the Company must record in such Registry, when requested by any entitled person, the transfers, limitations, or liens imposed on them. In case the Shares or certificates that represent them were deposited in an authorized Institution for the Deposit of Securities, the register shall be made in accordance with the applicable law and with the by-laws. The persons who, in any way and in accordance with the criteria set forth in numeral II of Article 7 of these by-laws, obtain a participation of 5%, 10%, 15%, 20%, 25% or 30% must inform the Company within a period of 5 (five) working days following the day in which such percentage of ownership is reached. For purposes of calculating such percentages, numeral II of article 7 of these by-laws shall apply. In the case of Corporate Groups, Groups of Persons, or Consortiums, the obligation to notify applies to all the persons that are considered members of such groups.

The notice given to the Company, referenced in this Article, shall include the name of the person or persons that have the holding and the rights or faculties acquired, the authorization from the Board in those cases described in Article 7 of these by-laws, and the information needed to identify the persons for which the Shares are grouped for Ownership.

In case of non-compliance with the provisions of this Article, regarding notices of

significant participations, the corresponding Shares shall not be represented in the Share holders' Meeting. The Company shall keep a registry of significant participations, in which names, nationality and domicile of the persons whose names are in the share certificates or respective certificates, as well as the relation, agreement or arrangement that exists between them and the information necessary in order to verify the compliance of these by-laws, shall be registered. Only those who are registered may represent the respective shares in the Shareholders' Meeting. The shareholders must, additionally, comply with what the applicable law establishes regarding acquisitions of securities subject to disclosure and disclosure of contracts and agreements between shareholders. In order to comply with the obligations to notify, this Article shall apply. Only those that have complied with these by- laws and the applicable law shall be able to exercise or instruct the exercise of the corresponding voting rights. In case of non-compliance with what is stated in these by- laws, the notes or registries in the Registry of Shares shall not take place and all the transactions made by an institution for the deposit of securities shall have no legal effect whatsoever.

ARTICLE 11. SHAREHOLDERS MEETING.- The General Meeting of Shareholders is the supreme body of the Company, and it may agree and ratify all of the resolutions and acts of the same. It shall have no limitation on its powers other than as mentioned in the Law and in these by-laws.

In the event that the Capital Stock of the Company, in addition to the common ordinary shares, is represented by shares of other classes, all proposals that may affect the rights conferred to Shareholders holding shares of such classes shall be previously accepted by the class so affected in a Special Shareholders' Meeting in which the attendance and voting quorums required for the Extraordinary Shareholders' Meetings shall apply, which must be counted in reference to the total number of shares of the respective class.

The class Shareholders' Meetings shall be held in the social domicile and shall be subject to the provisions of Articles 13, 14 and 15 of these by-laws, and the Shareholder designated by the Shareholders present thereat shall act as Chairman and the Secretary of the Company shall act as Secretary or in his absence, whoever the Shareholders designate.

ARTICLE 12. COMPETENCE OF THE SHAREHOLDERS' MEETINGS.- The Ordinary General Shareholders' Meeting shall meet at least once a year, once the immediate preceding fiscal year ends, in the corporate domicile, on the date specified by the Board of Directors in accordance with applicable law. The Ordinary General Shareholders' Meeting held because of the closing of the fiscal year, shall deal, in accordance with the applicable law, with the following: (a) the annual reports regarding the activities corresponding to the Corporate Practices and Audit Committees; (b) the annual report of the Chief Executive Officer, accompanied with the report from the external auditor; **(c)** the opinion of the Board of Directors regarding the contents of the Chief Executive Officer's annual report; **(d)** the annual report of the Board of Directors declaring and explaining the main policies and accounting and information criteria followed in the preparation of the financial information;

(e) the report of the Board of Directors regarding the operations and activities in which it has participated; **(f)** the election, removal or substitution of the members of the Board of Directors, and their level of independence; additionally, the Ordinary Meeting shall approve the operations that the Company or the companies controlled by the Company wish to undertake during one fiscal year, when they represent 20% (twenty percent) or more of the consolidated assets of the Company, based on amounts as of the closing of the immediate preceding quarter of the date the Meeting is held, independent from the way they are executed, simultaneously or progressively, but that, because of their characteristics, may be considered as one operation; in such Meetings the shareholders that have shares with voting rights may vote, including the ones that have a limited or restricted vote; and **(g)** all other matters that are part of their faculties in accordance with these by- laws or the applicable law.

Extraordinary General Meetings shall have the competence over the matters established in the applicable law and in the by-laws.

Ordinary and Extraordinary Meetings shall meet whenever called.

ARTICLE 13. NOTICES OF SHAREHOLDERS MEETINGS.- The notices for Shareholders' Meetings shall be made by the Board of Directors or by the Corporate Practices or Audit Committees, with the exception of those rights granted by Law to the shareholders to legally publish the calls. The Notice shall be made through the publication of a notice in the electronic system established by the Ministry of Economy (*Secretaría de Economía*) or, in its absence, in the Official Gazette of the State of Nuevo Leon or in any of the major daily

newspapers of the State of Nuevo Leon, at least fifteen days prior to the date set for the Meeting. The Notice shall state the place, day and time at which the Meeting shall be held and shall contain the Agenda, which shall not include matters under the title of "general" or equivalents. A Notice shall not be required if all the shares in their entirety are represented when the Meeting is installed and the votes are taken. When a quorum is not obtained for a Meeting, a minute shall be drawn-up in the respective Book, evidencing such circumstance, and said minute shall be signed by the Chairman and Secretary as well as by the appointed Tellers, setting forth the date in which the call was published. If such should be the case, a second Notice, so noted, shall be published just once.

The Shareholders that are Owners of shares with voting right, including in a limited or restrictive form, that represent at least 10% (ten percent) of the Capital Stock subscribed and paid, shall be able to request to the Chairman of the Board of Directors or of the Corporate Practices or Audit Committees, in any moment, that a General Shareholders Meeting take place, in the terms of the applicable law.

Any Shareholder may request the Chairman of the Board of Directors that a General Shareholders Meeting takes place, in the terms of the applicable law, when, for any cause, the minimum number, required for a Meeting to be held, of members of the Corporate Practices and Audit Committees is not present and the Board of Directors has not made the provisional corresponding appointments.

From the publication of the Notice of the Shareholders' Meetings, information and documents related to each matter included in the Agenda shall be made available to the Shareholders, in the offices of the Company and at no cost.

ARTICLE 14. ATTENDANCE TO THE SHAREHOLDERS' MEETINGS.- In order to attend and participate in the General Meetings of Shareholders, the Shareholders with the right to vote shall deposit their shares at the corporate offices, in a Credit Institution or Institution for Securities Depository *(Institución para Depósito de Valores*) through a broker in the securities market in accordance with the Mexican Securities Market Law (*Ley del Mercado de Valores*). The Certificate of Deposit and, as the case may be, the list of Owners issued by the broker shall be delivered in the office of the Secretary of the Company at least 48 hours prior to the time set for the Meeting. In addition, it is necessary to observe the dispositions of Articles 7 and 10 of these by-laws regarding the Shares intended to be

represented in the Meeting. The Secretary, in exchange for the aforesaid certificate of deposit, shall list, and after verifying the compliance with the by-laws regarding Articles 7 and 10, shall issue a deposit voucher that certifies the shareholders' standing as such and the number of shares represented. Said voucher shall authorize the person to whom it has been issued to attend the Meeting. The deposited shares or respective certificates shall only be returned to the Shareholders when the Meeting has been concluded, and in exchange for the voucher issued by the Secretary. The Secretary shall have the documents referred to herein, at the disposal of the Tellers appointed to act as such at the respective Meeting, so that, at the end of the respective registration period, they may prepare the Attendance List of the Shareholders who have right to attend that Meeting.

ARTICLE 15. SHAREHOLDERS' REPRESENTATION.- Every Shareholder has the right, subject to compliance with these by-laws, to attend the Meetings, personally or through a legal representative. In this case, the legal representative shall validate its personality through Proxy granted in accordance with the forms created by the Company and that shall be at the disposal of the shareholders, including the brokers in the Stock Exchange, during the term indicated by the Law. The forms shall contain the following requirements: **(a)** clearly name the Company and the Agenda without being able to include under the title "General Matters", the items referred to by the applicable law, and **(b)** a space for including the instructions for exercising the Power of Attorney indicated by the grantor of such Power of Attorney.

The Secretary of the Board of Directors shall verify that this Article is observed and shall inform the Meeting thereof.

ARTICLE 16. INSTALLATION OF THE SHAREHOLDERS' MEETINGS.- The General Ordinary Shareholders' Meeting shall be considered legitimately installed in its first notice, if at least 50% of the total number of voting shares representing the Capital Stock are present thereat. In the event of a second notice, the General Ordinary Shareholders' Meeting shall be deemed installed regardless of the number of voting Shares that are present thereat. The General Extraordinary Shareholders' Meeting shall be considered legitimately installed in its first notice, if at least three fourths of the total number of voting shares representing the Capital Stock are present thereat, and in the event of a second notice, if at least 50% per cent of the total number of voting shares representing the Capital Stock are present thereat.

ARTICLE 17. DEVELOPMENT OF THE SHAREHOLDERS' MEETINGS.- The Meeting shall be chaired by the Chairman of the Board of Directors. In the absence of the Chairman, the Meeting shall be chaired by the Shareholder appointed by the absolute majority of those present. The Secretary of the Meeting shall be the person who is the Secretary of the Board of Directors or in his absence, the person appointed by the majority of the shareholders and proxies present thereat. The Chairman of the Board of Directors shall appoint two Tellers, having the possibility of doing so in writing once the call for the Meeting is published. In the case of absence of the Tellers so appointed, a new designation may be made. The Tellers present at the Meeting shall determine, with the documentation available and the Attendance List formulated for said effect, the number of legally represented shares. If by any reason the Agenda was not totally discussed in the date for which the Meeting had been called, such Meeting shall continue to be open during the immediate following days and until all items on the Agenda are dealt with.

The Shareholders owning shares with voting rights, including in a limited or restrictive form, duly represented in the Meeting and that represent at least 10% (ten percent) of the Capital Stock subscribed and paid, shall have the right to request the deferral of the voting on any matter for which they considered themselves not to be well informed, abiding to the terms and conditions indicated by applicable law.

ARTICLE 18. VOTING RIGHTS AND QUOROUM OF THE SHAREHOLDERS' MEETINGS.- In all Meetings, each common ordinary share shall be entitled to one vote. This principle shall be subject to applicable legal provisions and to the provisions of these by-laws, with exception to those cases of shares temporarily re-acquired by the Company as referred to in numeral I of Article 7; to the non-voting shares, as well as to, or with the limitation to other corporate rights, and any shares with limited vote in accordance with the applicable law and the resolutions of the Shareholders' Meeting in which its issuance has been approved; as well as to those cases contemplated by numeral II of Article 7 and Article 10 of these by-laws. In all Ordinary Shareholders' Meetings, the resolutions shall be valid with the affirmative vote of the majority of the votes of the voting - shares present thereat. In the Extraordinary Shareholders' Meetings, the resolutions

shall only be valid if approved by the affirmative vote of the voting-shares representing at least (50%) fifty per cent of the Capital Stock with voting rights, except in the case of amendments to Articles 7 (except for the acquisitions of own shares), 10, and 22, in which it shall be required to obtain approval of (75%) seventy-five percent of the voting shares as well as those cases that in accordance with the Law, require a special quorum. It shall be left to the Tellers, who shall sign the respective minute, to verify that the quorums so indicated are complied with. The Shareholders, Owners of shares with voting rights, including in a limited or restrictive form, that represent at least 20% of the Capital Stock subscribed and paid, shall have the right to judicially oppose to the resolutions of the General Meetings, regarding those items where they have voting rights, whenever the provisions stated in applicable law, for these purposes, are observed.

ARTICLE 19. INTEGRATION OF THE BOARD.- The Board of Directors shall be composed of a maximum of twenty one (21) Regular Board Members, where at least 25% (twenty-five percent) must be independent in accordance with the applicable Law. A Shareholders' Meeting may designate Alternate Board Members. The Alternate Board Members shall become part of the Board of Directors only in such cases of temporary or permanent absences of the Regular Board Members. The person appointed as Chairman of the Board of Directors shall be designated by the Shareholders' Meeting; in case of death, resignation or declaration of total disability or absence, without prejudice to the powers of the Shareholders' Meeting, the Board of Directors shall appoint a Chairman. The personwho holds the position of Chairman of the Board, will not hold the office of Chief Executive Officer of the Company. The Shareholders' Meeting or the Board of Directors shall designate the Secretary, who will not be a Board Member and, if agreed, its Alternate may be elected. The Board Members, Regular or Alternate, shall remain in their position, even if their term has expired or because of their resignation, up until 30 days from such event. In case any of the Board Members is absent, or the appointed one does not take charge of such appointment, and no alternate has been appointed, or such alternate does not take charge of such appointment, the Board of Directors may appoint provisional members, without the intervention of the Shareholders' Meeting, who shall ratify such appointments or appoint the substitute members in the next Meeting from such event. The Alternate Board

Members, in the order in which they were appointed, shall substitute the Regular Members; in case the number of Alternate Board Members designated is less than the number of Board Members, each Alternate Board Member shall substitute the Board Member that corresponds according to the designation order of the Alternate Board Members, and once the Alternate Board Members have been appointed, this procedure shall be repeated until designating each Board Member its own Alternate Board Member, under which cases an Alternate Board Member can have that character with respects to one or more Regular Board Members, in the understanding that Alternate Board Members of Regular Board Members who are independent must have that same character. The Regular Board Members can only be substituted in their absences by the Alternate Board Member that corresponds in accordance to the designation.

The independent Board Members and their Alternates must be appointed in accordance with the dispositions of the applicable Law and these by-laws, and those who cease to have such character must notify the Board of Directors in its next Meeting at the latest.

ARTICLE 20. MINORITY RIGHTS IN THE APPOINTMENT OF THE BOARD.- All shareholders owning shares with voting rights, including limited and restricted, who individually or jointly own 10% of the Capital Stock of the Company, shall have the right to appoint and revoke, in the General Shareholders Meeting, a member of the Board of Directors. Such appointment may only be revoked by the other shareholders when all the other appointments of the members are revoked, in which case, the substituted persons may not be appointed with such character during the next twelve months following the date of such revocation. In such case, the minority shareholders must refrain from taking part in the election of the Board referred to by Article 19 of the by-laws, limiting their actions to appointing by majority of votes, a member of the Board of Directors.

ARTICLE 21. HONORARY CHAIRMAN.- The General Shareholders Meeting may, through a resolution, appoint as Honorary Chairman of the Company a person that deserves such appointment due to his achievements within the Company. The Honorary Chairman must keep confidential the information or matters of the Company that he is

aware of, when such information is not of public domain. The Honorary Chairman shall not be subject to the responsibilities established in the applicable law for Board members and Relevant Executives; he shall have voice without vote whenever he attends to the Meetings of the Board of Directors, The Honorary Chairman may not adopt resolutions that transcend in a significant way the administrative, financial, operational or legal situation of the Company or corporate group to which it belongs.

ARTICLE 22. RESTRICTION TO BECOME A BOARD MEMBER.- The following persons cannot be Board Members of the Company: **a)** Persons with no legal capacity.- **b)** Persons who, in accordance with the Law, may not engage in commercial transactions; **c)** Those who, during the twelve months immediately preceding the election, have held a position as external auditors of the Company or any of the companies part of the corporate group; **d)** Those who have been substituted in their appointment by revocation, in which case they cannot be appointed with such character during the twelve months following the date of revocation; **e)** Those who have past due obligations with the Company not duly guaranteed; **f)** Those, including any of their Relatives, who during the fiscal year immediately preceding the election (either with or without interruptions) have held a position in, acted as representatives or attorneys-in-fact in any form of, have been shareholders or have participated (directly or indirectly) in 5% or more of the Capital Stock or assets of, or have rendered services through any form to: persons or entities (either incorporated or not) (except those companies in which CEMEX, S.A.B de C.V. has direct or indirect participation with a minimum of 40% of the Capital Stock) and whose activity is related to the production or distribution of cement or its derivatives (persons or entities includes those that at the same time are shareholders or participate in the management, either directly or indirectly, of the person or entity dedicated to the above mentioned activity, and also those in which the latter is a shareholder or participate in the management, either directly or indirectly), or **g)** Those who have participated in an act that implicates a violation to the by-laws, Laws and applicable rules. Board members who, after being appointed, are found to be in one of the cases or situations described above, shall have to renounce and shall not be able to perform their functions again, except with a new election and after the restriction has been eliminated.

ARTICLE 23. BOARD MEETINGS.- The Board of Directors shall gather at least four times during each fiscal year. The Chairman of the Board of Directors and of the Corporate Practices and Audit Committees, as well as 25% (twenty five percent) of the Board Members, can call a Board Meeting and include in the agenda such items as they consider pertinent.

The Company's external auditor may be called to the Board of Director Meetings, as an invitee with voice but without vote, and shall abstain from being present during the discussion of those items on the agenda in which he has a conflict of interest or that could impair his independence as defined by the Law.

The Meeting shall be considered duly installed with the presence of the majority of the Board Members, who shall make their decisions by an absolute majority of the Board Members there present. Minutes shall be drawn up for each of the Meetings of the Board, which shall contain the topics and items discussed; said minutes must be signed by the Chairman and Secretary who acted as such during said Meeting. The Board may adopt resolutions without a Meeting through the unanimous consent of its members. Such resolutions shall be confirmed in writing.

All information presented to the Board of Directors, whether of the Company or of its controlled entities, shall be signed by the persons responsible for its content and drafting.

ARTICLE 24. FACULTIES OF THE CHAIRMAN OF THE BOARD.– The Chairman of the Board of Directors shall have, except for any modifications, restrictions or additional responsibilities that the General Shareholders' Meeting or the Law may determine, the following faculties, obligations, attributions, and powers: **I.-** Execute or procure the execution of the resolutions of the General Shareholders' Meetings and the Board of Directors, doing anything that is necessary or prudent in order to protect the Company's interests, without affecting the faculties that the Shareholders' Meeting, the Board or the Law may confer to the Chief Executive Officer. **II.-** Submit proposals to the Board of Directors regarding the independent directors that shall integrate the Corporate Practices and Audit Committees, as well as the provisional directors that shall be

designated by the Board, if necessary. **III.-** Chair the Shareholders' Meetings and the Board Meetings, having a casting vote in the Board's Resolutions in the case of a tie. **IV.-** Prepare, sign and publish the calls for the General Shareholders' Meetings and summon the Board of Directors' Meetings. **V.-** Represent the Company before any type of authority, company or individual. Any absence of the Chairman shall be covered by the Board Member appointed by the Board of Directors.

ARTICLE 25. APPOINTMENT OF THE SECRETARY OF THE BOARD.- In case the Shareholders' Meeting does not assign it, the Board of Directors shall appoint a Secretary, who may not be a Board Member and who shall be subject to the obligations and responsibilities established by the Law, being this appointment revocable at any time.

ARTICLE 26. DUTIES AND RESPONSIBILITIES OF THE BOARD MEMBERS.- The General Ordinary Shareholders' Meeting may establish the obligation that the Board Members and Secretary of the Board, the Chief Executive Officer and the Relevant Executives referred to by the applicable Law, grant a guarantee to cover the liabilities in which they may incur as a result of the performance of their position.

The Board Members shall perform their duties in a value-creating manner for the benefit of the Company, without favoring a specific shareholder or group of shareholders, and shall therefore act diligently and in good faith by adopting informed decisions; and shall comply with their duty of care and loyalty, abstaining from engaging in illicit acts or activities, as established by the applicable Law.

The liability for breach of these fiduciary duties or for engaging in illicit acts or activities shall consist of indemnifying the Company for the damages and costs suffered, and the responsible individuals shall be removed from their positions as established by applicable Laws.

With respect to liabilities arising from the breach of the duty of care, and only when the relevant acts were not done willfully, in bad faith or are not illegal, indemnities or insurance may be contracted for the Board Members or the Secretary. In no other case may such indemnity or insurance be granted or contracted.

The right to bring actions based on the breach of the fiduciary duties or on the committing of illicit acts or activities as established by the Law, shall be exclusively on behalf of the Company or of the individual who is controlled by the Company or in which the Company has significant influence, that suffers the economic damage, and may be enforced by the Company, through the resolution previously adopted in the General Extraordinary Shareholders' Meeting, or by the shareholders who, individually or in group, hold voting shares, including shares with limited or restricted voting rights, that represent 5% or more of the Company's Capital Stock, with disregard of the fulfillment of the requirements established by the General Corporations Law (*Ley General de Sociedades Mercantiles)* for suing management for their civil liability. With respect to liability claims brought on behalf of controlled companies or of those where the Company has substantial influence, these shall be independent of other claims that should be brought under the General Corporations Law (*Ley General de Sociedades Mercantiles)*, and if such claims are brought by the *Sociedad Anónima Bursátil*, the prior approval by the General Extraordinary Shareholders' Meeting shall be required. In the event that the shares representing the Capital Stock of the Company are placed among the public through credit instruments representing such shares, issued by fiduciary institutions under a trust, the right to bring the liability claim shall correspond to the fiduciary institution and to the holders of such instruments that represent 5% or more of the Company's Capital Stock.

ARTICLE 27. RESPONSIBILITIES OF THE BOARD.- It is the responsibility of the Board of Directors to:

I.- Establish the general strategies for conducting the Company's business and other companies controlled by it.

II.- Monitor the managing and handling of the Company and of the other companies controlled by it, considering the importance that the latter have in the financial, administrative and legal situation of the Company, as well as the performance of the Relevant Executives.

III.- Approve, with the prior opinion of the Audit and Corporate Practices Committees: **A)** The policies and guidelines for the use of the Company's assets and the assets of other companies controlled by it, by related parties. **B)** Each related party transaction that the Company or other companies controlled by it plan to enter

into. **C)** Transactions that are executed, either simultaneously or successively, that may be considered as one single transaction given their characteristics, and that the Company or the companies controlled by it plan to enter into, during a fiscal year, when these are unusual or non-recurrent, or else, when their total value represents, based on numbers corresponding to the end of the immediately preceding quarter in any of the following scenarios: **1.** The purchase or sale of assets with a value equal or greater than 5% of the consolidated assets of the Company. **2.** The granting of guarantees or the assumption of liabilities for a total sum equal or greater than 5% of the consolidated assets of the Company. Investments in debt securities or financial instruments shall not be covered by this provision whenever these are made in accordance with the policies that for such purpose are issued by the Board of Directors. D**)** The appointment, election, and, as the case may be, removal of the Chief Executive Officer of the Company, and its compensation, as well as the policies for the appointment and compensation of other Relevant Executives. **E)** The policies for extending credit or personal guarantees to related parties. **F)** Waivers granted so that a Board Member, Relevant Executive or any other individual with power to command, can take personal advantage or for third parties of corporate opportunities belonging to the Company or to other companies controlled by it or where the Company has substantial influence. Waivers for transactions with a total value less than what is mentioned in Section C) of this numeral III may be delegated to the Audit and Corporate Practices Committees. **G)** The guidelines with respect to internal controls and the internal audit of the Company and of the other companies controlled by it. **H)** The accounting policies of the Company, adjusting them to the accounting principles recognized or issued by the National Banking and Securities Commission *(Comisión Nacional Bancaria y de Valores)*. **I)** The Company's financial statements. **J)** The hiring of the firm that shall render the external audit services and, if applicable, of additional or complementary services.

IV.- Present to the General Shareholders' Meeting held after the end of the fiscal year: **A)** the annual report regarding the activities of the Audit and Corporate Practices Committees. **B)** The report prepared by the Chief Executive Officer, according to the Law, together with the report of the external auditor. **C)** The Board

of Director's opinion regarding the content of the Chief Executive Officer's report mentioned in the preceding section. **D)** The report mentioned in Article 172, section b) of the General Corporations Law *(Ley General de Sociedades Mercantiles)*, which contains the main accounting and information policies and criteria to be used in preparing the financial information.

E) The report on the activities and transactions in which it intervened as required by the applicable Law.

V.- Follow-up on the main risks to which the Company and the other companies controlled by it are exposed, identified based on the information presented to the committees, the Chief Executive Officer and the firm that serves as external auditor, as well as the accounting, internal control and internal audit, registry, archive or information systems of the Company or the other companies controlled by it. This task may be done through the conduit of the Audit and Corporate Practices Committee.

VI.- Approve the policies for information and communication with shareholders and the market, as well as with the Board Members and Relevant Executives, in order to comply with the Law.

VII.- Determine the corresponding course of action in order to correct any irregularities it is aware of and to implement the applicable corrective measures.

VIII.- Establish the terms and conditions to which the Chief Executive Director shall abide in the exercise of its powers of administration.

IX.- Order the Chief Executive Officer to disclose to the public those material events that it has knowledge of.

X.- Manage the businesses and assets of the Company, with full management power, under the terms of Article 2,554 (two thousand five hundred and fifty-four), Second paragraph of the Federal District Civil Code *(Código Civil para el Distrito Federal)*, and its correlative Article 2,448 (two thousand four hundred and forty-eight) of the State of Nuevo Leon.

XI.- Perform the domain over movable and real estate assets of the Company, as well as over their real and personal rights, under the terms of the third paragraph of Article 2,554 (two thousand five hundred and fifty-four) of the Federal District Civil Code *(Código Civil para el Distrito Federal)* and its correlative article 2,448 (two thousand four hundred and forty- eight) of the Civil Code for the State of Nuevo Leon *(Código Civil para el Estado de Nuevo León)*

XII.- Represent the Company before any type of administrative or judicial authorities of the Municipality, State or Country, as well as before the labor authorities or any other authority, or before arbitrators, with a vast power, including those faculties requiring a special clause according to the Law, under the provisions of the first paragraph of Article 2,554 (two thousand five hundred and fifty-four) of the Federal District Civil Code *(Código Civil para el Distrito Federal)* and its correlative Article 2,448 (two thousand four hundred and forty-eight) of the Civil Code for the State of Nuevo Leon *(Código Civil para el Estado de Nuevo León)*, and file legal suits, complaints and criminal accusations, being also able to act as a civil party in criminal cases, and grant remission, as well as to present *Juicios de Amparo* and waive the Company's rights under them.

XIII.- Grant and subscribe credit instruments on behalf of the Company, contribute with movable and real estate assets of the Company to other companies, and subscribe shares or take a participation in other companies, with the exception of those restrictions established by the applicable Law.

XIV.- Grant *avales*, bonds, and generally guarantee, even with mortgage or pledge, third party duties with or without counter benefits, and therefore execute credit instruments contracts and other documents that are necessary for the granting of said guarantees, with the exception of those restrictions established by the applicable Law.

XV.- Monitor compliance with the resolutions of the Shareholders' Meetings.

XVI.- Grant or deny the authorizations referred to in article 7 of these by-laws. **XVII.-** Any other responsibility established by the Law in accordance with the functions that the Law grants to the Board of Directors and that are not reserved for the General Shareholders' Meeting.

Approval from the Board of Directors shall not be required for the following transactions, each individually, entered between related parties and the Company or the companies controlled by it, if such transactions adhere to the policies and guidelines approved by the Board of Directors for such purpose: **(a)** those transactions that, based on their value, are not material to the Company or those companies controlled by it; **(b)** transactions entered into by the Company and the companies controlled by it or companies where the Company

has substantial influence or entered by any of latter, whenever such transactions are part of the Company's business scope or are considered made at market prices or supported on valuations made by external specialized firms; and **(c)** transactions with employees, whenever these are entered under the same conditions as with other clients or as a result of the rendering of general professional services.

The Board of Directors may only delegate its faculties under numerals X, XI, XII, XIII, and XIV above, and the attorneys-in-fact to whom they delegate those faculties are hereby duly authorized to delegate once more the faculties that have been delegated to them; with respect to section F) of numeral III, delegation shall be made as established therein, all other faculties correspond exclusively to the Board of Directors.

ARTICLE 28. CHIEF EXECUTIVE OFFICER.- The management, direction and execution of the business of Company and of the companies controlled by it shall be the responsibility of the Chief Executive Officer, who shall abide to the strategies, policies and guidelines approved by the Board of Directors.

The Chief Executive Officer shall have the signature of the Company, and shall have the following faculties, duties and obligations**: I.-** Represent the Company with general powers for act of administration, to manage the businesses and corporate assets with the ampleness of the second paragraph of Article 2554 of the Federal District Civil Code *(Código Civil para el Distrito Federal)* and its correlative Articles in the Civil Codes of any and all States of the Republic of Mexico, and Article 10 of the General Corporations Law *(Ley General de Sociedades Mercantiles)*. **II.-** Represent the Company with general power for lawsuits and collections, with all the general and special powers requiring special power or clause, without any limitation whatsoever, with the ampleness of the first paragraph of Article 2554 and 2587 of the Federal District Civil Code *(Código Civil para el Distrito Federal)*, and its correlative Articles in the Civil Codes of any and all States of the Republic of Mexico, as well as the power to represent the Company in labor disputes, with the attributions, obligations and rights prescribed in the Federal Employment Law *(Ley Federal del Trabajo)*. **III.-** Execute acts of domain over the corporate assets, as well as over their personal and real rights, whether movable or real estate assets pursuant to the terms of the third paragraph of Article 2554 of the Federal District Civil Code *(Código Civil para el Distrito Federal)* and the correlative Article 2448 of the State of Nuevo Leon. **IV.-** Exercise the voting rights of

those shares issued by those subsidiaries owned by the Company, complying with the Law. **V.-** Organize, manage and direct the personnel and the assets and businesses of the Company as instructed by the Board and to collect and make payments. **VI.-** Enter into agreements, execute credit instruments that are to be issued, accepted, endorsed or guaranteed, and all other documents related to his attributions, and execute those acts that are required for the ordinary course of business whenever they abide to the policies and guidelines that are approved by the Board of Directors for such purposes. **VII.-** Designate the Relevant Executives that shall assist him in the exercise of his functions and due fulfillment of his obligations, as well as any other employees he deems convenient. **VIII.-** Grant and revoke general and special powers, as well as to delegate, all or part of his faculties, including the power to authorize the attorney-in-fact to whom he delegated Powers so that the latter can likewise delegate the faculties he deems convenient, including such power of delegation. **IX.-** All other faculties, obligations and responsibilities established by the Law and that are not reserved to the General Shareholders' Meeting or to the Board of Directors. The Board of Directors may broaden or restrict the faculties of the Chief Executive Officer.

The Chief Executive Officer and Relevant Executives shall conduct their positions in a manner that looks after the creation of value for the Company, without favoring a specific shareholder or group of shareholders. For this purpose they shall act with due diligence, making informed decisions and complying with the duties imposed by the Law or these by-laws. The Chief Executive Officer and the Relevant Executives shall be responsible for damages and losses caused to the Company or to other companies controlled by it, as determined by the Law.

With respect to liabilities arising from the breach of the duty of care, and only when the relevant acts were not done willfully, in bad faith or are not illegal, indemnities or insurance may be contracted for the Chief Executive Officer and the Relevant Executives. In no other case may such indemnity or insurance be granted or contracted.

ARTICLE 29. MANAGING POSITIONS.- The Chief Executive Officer may appoint and remove the Relevant Executives of the Company and of the entities that together with the Company form the Business Group, and set their integral compensation, in accordance with the policies agreed by the Board of Directors. The Chief Executive Officer may delegate the powers granted to him to the Relevant Executives empowering them to delegate their powers as well. The Relevant Executives shall report directly to the Chief Executive Officer, who shall distribute among them the various roles that they are taking, the Relevant Executives will have the authorities granted to them in the corresponding powers of attorney.

ARTICLE 30. FACULTIES OF THE SECRETARY OF THE BOARD.- The Board may designate, among its Members, one or more delegates for executing specific acts. The Secretary of the Board of Directors shall have the following faculties, obligations and attributions:

A).- Draft, sign and publish the calls and notifications for the Shareholders' Meetings, and if applicable, call the Meetings of the Board of Directors and of the Corporate Practices and Audit Committees.

B).- Participate with voice, but without vote, in the Board of Director Meetings.

C).- Maintain the confidentiality of the information and issues that he becomes aware of as part of his position in the Company, when such information and issues are not deemed public.

D).- Attend all of the General Shareholders' Meetings and Board of Director Meetings, draft and sign the corresponding minutes, and keep the Minute Books of the General Shareholders' Meetings and Board of Director Meetings as established by Law.

E).- Sign the minutes prepared in such Meetings, as well as authenticate such acts or resolutions contained in such minutes for all applicable legal effects.

F).- Act as the special designated representative of the Company to appear before a notary public and obtain the complete or partial protocolization of the minutes prepared at the General Shareholders' Meetings and the Board of Director Meetings. **G).-** Issue any required proofs or authentications of the legal representation of the Company and of records inserted in the Shareholder Ledger.

ARTICLE 31. COMMITTEES.- To fulfill its responsibilities, the Board of Directors shall be assisted by the Audit and Corporate Practices Committees, which shall be only comprised of independent directors and at least with three of such directors as appointed by the General Shareholders' Meeting or by the Board of Directors, as per the proposal made by the Chairman of such Board.

The Chairman of the Audit and Corporate Practices Committees shall be appointed and removed from office exclusively by the General Shareholders' Meeting, and shall not be able to chair the Board of Directors. The Secretary of the Board of Directors shall also be the Secretary of the Audit and Corporate Practices Committees, but he shall not be a member of such Committees.

The Chairmen of the Audit and Corporate Practices Committees may call Board of Director Meetings and insert in the agenda the items they deem pertinent.

With respect to corporate practices, the Committee shall: **(a)** Provide its opinion to the Board of Directors with respect to those issues that are relevant to it, as provided by the Law. **(b)** Request opinions from independent experts whenever it deems it necessary for the efficient performance of its duties o whenever required by Law; **(c)** Call General Shareholders' Meetings and insert in such Meetings' agendas those items that it deems pertinent. **(d)** Assist the Board of Directors in preparing the reports referenced in Article 28, section IV, letters d) and e) of the Mexican Securities Market Law. **(e)** Perform all other duties established by the Law or in these by-laws.

With respect to audit matters, the Committee shall: **(a)** Provide its opinion to the Board of Directors with respect to those issues that are relevant to it, as provided by the Law. **(b)** Evaluate the performance of the firm that renders the external audit services, as well as analyze the report, opinions or notices prepared and issued by the external auditor; to this effect, the Committee may request the external auditor's presence whenever it deems it convenient, in addition to its duty to meet with the external auditor at least once a year. **(c)** Discuss the Company's financial statements with the persons involved in their preparation and revision, and based on this, recommend the Board of Directors to approve or disapprove the financial statements. **(d)** Inform the Board of Directors about the condition of the internal control and internal audit systems of the Company and the companies controlled by it, including any irregularities that it detects, if so is the case. **(e)** Prepare the opinion referenced in Article 28, section IV, letter c) of the Mexican Securities Market Law and submit it to the Board of Director's consideration, for its later presentation to the Shareholders' Meeting, aiding itself with, among other things, the report of the external auditor; such opinion shall indicate, at the least: **1.-** Whether the policies and accounting and information criteria followed by the Company are adequate and sufficient

based on the particular circumstances of the Company. **2.-** Whether such policies and criteria have been consistently applied to the information presented by the Chief Executive Officer. **3.-** Whether, as the result of numbers 1. and 2. above, the information presented by the Chief Executive Officer reasonably reflects the financial results and condition of the Company. **(f)** Assist the Board of Directors in the preparation of the reports referenced in Article 28, section IV, letters d) and e) of the Mexican Securities Market Law. **(g)** Supervise that the transactions referenced in Articles 28, section III and 47 of the Mexican Securities Market Law are conducted in compliance with the Law and with the policies issued as per such legal dispositions. **(h)** Request opinions from independent experts whenever it deems it necessary for the efficient performance of its duties o whenever required by Law. **(i)** Request from the Relevant Executives and any other employees of the Company or other companies controlled by it, any reports related to the preparation of financial information or any other report that he deems necessary for performing its duties.

(j) Investigate possible non-compliance that he is aware of, with the operations, guidelines and policies, internal control, internal audit and accounting record systems, whether by the Company or any other company controlled by it; to this effect, it shall conduct the examination of the documents, files and any other evidence, to the extent this is necessary to perform such surveillance. **(k)** Receive any observations made by the Shareholders, Directors, Relevant Executives, employees, and any other third party, with respect to the matters described in letter **(j)** above, and take any action that, under its judgment, may be taken as a result of such observations. **(l)** Request periodic meetings with the Relevant Executives, as well as the submittal of information related to the internal control and internal audit of the Company or other companies controlled by it. **(m)** Inform the Board of Directors of any material irregularities it detects during the performance of its duties and, if applicable, of the corrective actions adopted or suggest such actions that must be adopted.

(n) Call Shareholder Meetings and request the inclusion in the agenda of those items that it deems pertinent. **(o)** Monitor that the Chief Executive Officer performs the resolutions adopted at the Shareholders' Meetings and the Board of Director Meetings, based on the instructions that, for such purposes, are dictated by such Meetings. **(p)** Monitor the establishment of mechanisms and internal controls that allow verifying that acts and transactions of the Company and other companies controlled by it are in compliance with the applicable Law, as well as implement methods that enable reviewing compliance of the aforementioned duties. **(q)** Perform all other duties established by the Law or in these by- laws pursuant to the responsibilities provided herein.

The annual report on the Audit and Corporate Practices Committees' activities shall be prepared by the Chairmen of such Committees and presented to the Board of Directors.

The Audit and Corporate Practices Committees shall gather as many times as necessary, having the right to call such meetings the Chairman of the Board of Directors, 25% of the Board Members, the Chief Executive Officer, or the Chairman of such Committee. The decisions shall be made by majority of votes, having the Chairman a deciding vote in case of a tie; and it shall require the attendance of the majority of its members in order to have a valid meeting. The Alternates of those Directors members of the Audit and Corporate Practices Committee, shall also have the same position regarding the integration of this Committee.

In those Committee meetings where the Chairman and/or Secretary were absent, the attending members shall appoint among them, by majority vote, those who shall act as Chairman and Secretary for that particular meeting.

The Committees shall keep a minute book of their meetings, where the minutes of every meeting shall be kept with the signature of whoever acted as Chairman and Secretary.

One single Committee may perform the functions of both, the Audit and the Corporate Practices Committees.

ARTICLE 32. COMPENSATION OF THE BOARD.- The Members of the Board of Directors and their Alternates, as well as the members of the Audit and Corporate Practices Committees, shall be remunerated for their services in the amounts determined by the General Shareholders' Meeting.

ARTICLE 33. SURVEILANCE OF THE COMPANY.- The surveillance of the management and execution of the Company's business shall be the responsibility of the Board of Directors, through the Audit and Corporate Practices Committee, as well as through the firm performing the external audit of the Company, each within the scope of their attributions.

The Audit and Corporate Practices Committee, and the firm performing the external audit of the Company, shall perform those activities in accordance with the duties that the applicable Law imposes on them.

ARTICLE 34. FISCAL YEARS.- The fiscal years shall have a duration of one (1) calendar year, starting from January 1st (first) through December 31 (thirty-first).

ARTICLE 35. USE OF NET PROFITS.- The net profits that are obtained annually shall be applied in the following order: **1.-** An amount equal to 5% (five per cent) shall be set apart to form a fund for the Legal Reserve until such point as such Reserve amounts at least 20% (twenty per cent) of the Capital Stock. When for any circumstances the Legal Reserve is reduced, it shall be reconstituted in the form mentioned in this sub paragraph. **2.-** An amount that the Shareholders' Meeting deems appropriate shall be set apart to create special reserve or prevention funds. **3.-** The remaining portion shall be distributed among the shareholders in proportion to the number of shares they own, corresponding an equal part to each share, except for the provisions contained in the Law or in the Shareholders' Meeting approving their issuance, in the case of shares representing a special class. The payment of dividends shall be made in accordance with the Law.

ARTICLE 36. FOUNDERS.- The Founders shall not reserve for themselves any special participation in the profits of the Company.

ARTICLE 37. LOSSES ALLOCATION.- Should there be any losses, they shall be allocated among the shareholders in proportion to their representation and up to the value of their respective shares, in accordance with the proportion that they represent from the paid and subscribed Capital Stock.

ARTICLE 38. DISSOLUTION OF THE COMPANY.- The Company shall be dissolved prior to its scheduled termination in the events described in subparagraphs II (second), III (third), IV (fourth) and V (fifth) of Article 229 (two hundred and twenty-nine) of the General Corporations Law (*Ley General de Sociedades Mercantiles)*.

ARTICLE 39. LIQUIDATORS.- Once the Company has been dissolved, the Shareholders' Meeting, shall designate three liquidators by majority of votes. The Shareholders' Meeting shall establish the term within which said liquidators must complete their duties and shall set the compensation that they shall receive.

ARTICLE 40. BASES FOR LIQUIDATION.- The liquidators shall pass their resolutions by a majority of votes. The liquidation shall be made in accordance with the following bases: **I.-** Conclude all pending business in the manner best deemed appropriate by the liquidators. **II.-** The liquidators shall collect the credits, pay the debts and transfer the ownership of the assets of the Company as deemed necessary for such purpose. **III.-** The liquid assets that result from the final balance sheet to be produced by the liquidators, approved by the Shareholders' Meeting, shall be distributed among the shareholders, either by distribution in kind or selling them and distributing the product of the sale or executing on them any other transaction approved by the General Shareholders' Meeting, without harming any rights corresponding to special classes of shares, if any. The distribution of the liquid assets shall be made in proportion to the amount of issued Capital Stock, without affecting the preferential rights that correspond to special classes of shares.

ARTICLE 41. LIQUIDATION OF THE COMPANY.-The General Shareholders' Meeting shall have, during the term of liquidation, the necessary powers to determine the rules that, in addition and amendment to the rules set forth in this public deed, shall govern the acts of the liquidators, having the power to revoke their designation and appoint new liquidators. The Shareholders' Meeting shall be called during the liquidation by any of the liquidators.

ARTICLE 42. CANCELLATION OF LISTING ON THE NATIONAL REGISTER OF SECURITIES.- In the event that the Company requests the cancellation of the listing of its shares on the Securities Section of the National Register of Securities, the prior approval of the General Extraordinary Shareholders' Meeting, with the favorable vote of the shares, with or without voting rights, that represent 95% of the Company's Capital Stock, shall be required. It shall also be necessary to make a public tender offer, which shall be made at the price, terms and conditions established by the Law or determined by the National Banking and Securities Commission *(Comisión Nacional Bancaria y de Valores*) through its regulations.

The Company shall create a trust, for a period of at least six month as of the date of such cancellation, with enough funds to purchase, at the same offered price, the shares of those investors who did not tender at such offer.

The Board of Directors shall inform to investors and the public, through the stock exchanges where the Company's securities are traded and in compliance with the conditions established by such stock exchanges, its opinion with respect to the price of the offer.

Transitory Article 1.- Individuals or corporations that, as of April 25, 2002, date in which the General Extraordinary Shareholders' Meeting approved the amendment to several Articles of the by-laws of CEMEX, S.A. de C.V., are covered by the amendments to Articles 7 or 10, shall have 6 (six) months, starting the date such Meeting was held, to comply with the authorizations, notifications and other formalities referred to in such amended Articles 7 and 10, not being able to exercise the rights inherent to such shares until such formalities are not strictly complied with.

Transitory Article 2.- For all applicable legal effects, the amendments to the various Articles of the by-laws of CEMEX, S.A. de C.V., approved in the General Extraordinary Shareholders' Meeting held on April 27, 2006, are subject to the condition that the new Mexican Securities Market Law (*Ley del Mercado de Valores*) published in the Mexican Federal Official Gazette on December 30, 2005, enters into force as per the condition described in such new Law, a publication of the amended and restated by-laws shall be made.

Exhibit 1.2

English translation for information purposes only. In the event of discrepancy, the Spanish original will prevail.

CEMEX, S.A.B. de C.V.

Summary of the resolutions adopted at the Extraordinary General Shareholders' Meeting held on March 25, 2021, being represented 43,821'309,940 (forty-three billion, eight hundred twenty-one million, three hundred nine thousand, nine hundred forty) shares of the 44,186,912,178 (forty-four billion one hundred eighty-six million nine hundred twelve thousand one hundred seventy-eight) shares with voting rights that constitute the capital stock which represents 99.173% (ninety-nine point one hundred seventy-three thousandths percent) of the outstanding share capital.

In relation to the **First Item on the Agenda**, by majority vote in favor and with the opposing vote of 3'946,790 (three million, nine hundred forty-six thousand, seven hundred ninety) shares, the following Agreements was made:

FIRST:The following amendments to article 2 of CEMEX's bylaws are approved, and the article shall now read as follows:

"—-**ARTICLE 2. CORPORATE PURPOSE.-** The Company's corporate purpose is to participate in corporations and civil associations, civil organizations and in all other types of domestic and foreign companies, through subscription and/or purchase of their shares, stocks, assets and rights and otherwise dispose and enter into any type of acts or contracts regarding such shares, stocks, assets and rights, and for the fulfillment of its corporate purpose, the Company may, directly or indirectly through third parties, enter into or execute all kinds of acts, operations and civil or commercial contracts, specialized services or works or of any kind, that are conducive to, accessory to, necessary for or convenient for the effective achievement of its corporate purpose through the activities indicated below:

—- A) The manufacture, sale or purchase, distribution, transportation, importation, exportation, exploitation and the industrial and commercial use of cement and, in general, any type of building materials.

—- B) The production, distribution, importation, exportation, supply, assembly, transportation, hauling, pumping, consignment, sale or purchase, storage, mediation, agency, exploitation, marketing and industrial and commercial use in general of cement, concrete, mortar, clay, limestone, gypsum, gravel, sand, iron ore, raw materials used in the manufacture of cement and, in general all kinds of building materials.

—- C) The manufacture, sale, distribution, pumping, transportation, import, export, exploitation, use and industrial and commercial utilization of aggregates, ready-mixed concrete, its additives and components and, in general, all types of pieces and prestressed concrete objects, preconcretes, tubes and construction materials, concrete blocks and precast concrete elements.

—- D) The establishment of concrete, cement and asphalt manufacturing plants with dependencies focusing on obtaining and triturating aggregates, dosing and mixing these and hauling, placing and consolidating its products.

—- E) To be the holder of Exploration and/or Exploitation of Mining Concessions, in order to explore and/or exploit the minerals or substances subject to the Mining Law *(Ley Minera)* in full force and effect, in accordance with the provisions of article 11 of said law.

—- F) Be the holder of, Ordinary and/or Extraordinary General Permits for the purchase, storage and consumption or purchase and consumption of explosive materials, for the construction industry and for the mining industry, in order to exploit the stone and mineral materials, respectively, in accordance with the provisions of articles 37 and 42 of the Federal Firearms and Explosives Law *(Ley Federal de Armas de Fuego y Explosivos)*.

—- G) The transportation of merchandise and products in modality of general cargo, waste and/or hazardous materials and bulky and/or heavy weight materials, exploitation and use of the General Ways of Communication *(Vías Generales de Comunicación)* or their services and related under the concessions or permits granted by the Federal Executive as applicable; or, through the concessions or permits that the Company receives in contribution, transfer or in right of its Partners and authorized by the competent authorities.

—- H) The exploitation of specialized services of general cargo, waste and/or hazardous materials and bulky and/or heavy objects related to the concessions and permits granted by the authorities of the federal entities of the country.

—- I) The use of roads in general and their connection with other means of transport, through the Agreements that are entered into, in order to offer the public user an efficient and safe service.

—- J) Verification of official Mexican standards and serve as an approved and accredited inspection and verification unit to perform the procedures for evaluating the specifications and physical-mechanical and safety conditions for the operation of roads and bridges under the federal jurisdiction of motor transportation cargo, in compliance with Mexican official standards.

—- K) The training and preparation of Drivers of the Federal Motor Carrier and Private Transport Service *(Conductores del Servicio de Autotransporte Federal y Transporte Privado).*

—- L) The specialized workshop maintenance and repair service, as well as the sale of spare parts and technical equipment to third parties.

—- M) The development, purchase, sale, import, export, assembly and marketing of bags, packs and all types of packaging of any material, as well as the raw materials necessary for that purpose.

—- N) The industrial and commercial use of wastewater through its treatment and reuse.

—- Ñ) The use, exploitation and utilization of public property, for the handling of fluids and the use of goods and the provision of port services that constitute the port operation under the terms of the Ports Act *(Ley de Puertos)*, classified as maneuvering services for the transfer of goods or merchandise, such as loading, unloading, stacking, storage, stowage and haulage within the port, by any of the modalities provided by such law, including, but not limited to, obtaining concessions, permits, authorizations and partial assignments of rights.

—- O) Logistic services associated with the oil industry, as well as operation management of asphalt emulation plants.

—- P) The Treatment and refining of Oil, the processing of Natural Gas and the export and import of Hydrocarbons and Petroleum, as well as the Transportation, Storage, Distribution, compression, liquefaction, decompression, regasification, commercialization and Public Expense of Hydrocarbons, Petroleum or Petrochemicals, including the construction, operation and exploitation of land areas, warehouses, ships, tanks, dry ports, marine terminals and facilities of any kind, for the management of petroleum and/or energy products, by any of the modalities provided by such law, including but not limited to, obtaining concessions, permits and/or authorizations, as appropriate, under the terms of Title Three of the Hydrocarbons Law *(Título Tercero de la Ley de Hidrocarburos)*.

—- Q) The rendering of the Auxiliary Service for the Railway Freight Terminal, the Railway Auxiliary Service for transshipment and transfer of liquids, the Railway Auxiliary Service of railway equipment maintenance workshops and the provision of the transfer of liquids in any of its modalities.

—- R) The establishment of navigation services, transport, passengers and cargo, between the ports of the country and abroad, if necessary, the acquisition of boats for the aforementioned purposes and the operation of docks, shipyards and any other necessary construction or work for the initiation and development of its services.

—- S) The acquisition of concessions, permits, subsidies and legal franchises related to any of the activities of its corporate purpose and acquiring by any legal title, including by concession of public power, direct ownership over lands, waters or their accessions and exploiting them, whether for irrigation, to generate driving force or for industrial objects.

—- T) The manufacture, sale, distribution, lease, import, export, transportation, supply, assembly, transport, loading, consignment, sale, deposit, mediation, commission, exploitation, commercialization and industrial and commercial use in general of all types of products allowed by the laws and in general, all kinds of domestic or foreign goods or merchandise, either as raw material, semi- finished products and perform with them trade acts in any form on their own or by third parties.

—- U) The rendering of handling, storage and custody of foreign goods services, either owned by the Company or by third parties with whom the Company enters into an agreement.

—- V) The private transportation of goods owned by the Company or related to their activities, as well as of persons related to the same purpose, without involving the provision of federal public transportation in any of its forms.

—- W) The operation as a shipping company and performance of all activities related to its operation and carrying out all the formalities before the competent authorities to obtain the proper permits.

—- X) Purchase, lease, charter and enter into any type of contract with foreign and Mexican vessels as well as registering and obtaining the Mexican flag for the vessels that may require it.

—- Y) To act as consignee agent for vessels and perform all activities related to the operation as such.

—- Z) The manufacture, sale, distribution, lease, import, export, exploitation and overall development of all types of industrial and commercial equipment, machinery, tools, spare parts and parts, motor carriers and any articles or commercial items.

—- AA) The exploitation of the various engineering branches in all its aspects either pure or applied, as well as projects and construction works.

—- BB) Entering into contracts for construction, design, engineering, and supply of technical and professional services, the development of architectural projects, installation of technical and mechanical infrastructure, and any other applications necessary, convenient or conducive to the development and prosperity of the Company, including participating in competitions, public or private bids or offers either national or international.

—- CC) Acquire, sell, manage, lease or receive in lease or sublease, give or receive on loan, exchange, encumber in any way, exploit, affect or be a trustee in trust and, in general, enter into any legal act that involves acquiring, transferring or guaranteeing the rights of ownership or possession of all real or personal types of property, as deemed necessary or convenient for the development and prosperity of the Company, or to directly or indirectly support the development of the Company.

—- DD) Build, plan, design, decorate, manage and operate in any manner all kinds of buildings, factories, warehouses, houses and apartments on their own or through third parties.

—- EE) Provide and receive any type of technical, administrative, sales, advertising, monitoring, technical assistance, consultation and advice services on industrial, tax, accounting, commercial, financial, and any other type of matters.

—- FF) Order, obtain, buy, lease, assign or otherwise acquire or dispose of trademarks, trade names, copyrights, patents, inventions and processes, know-how and, in general, intellectual and industrial property rights, as well as licenses over them.

—- GG) Enter into or agree on agency operations, mediation, technical assistance, professional services, consulting, distribution, supply, leasing and factoring, brokerage and generally all kinds of contracts or agreements involving services to or for third parties, as a result of the obligations or duties incurred by virtue of entering into the contracts in this subparagraph.

—- HH) Give or take money on loan, secured or unsecured, including the issuance of debt securities in public or private sale that represent loans with the investing public.

—- II) Issue, draw, sign, accept, endorse, guarantee and enter into any type of commercial or legal transaction, regarding negotiable instruments, with national or foreign credit institutions, as well as agents and securities intermediaries, in investment companies and auxiliary credit organizations and in any organization, corporation or association, any and all types of transactions necessary or convenient for the fulfillment of its corporate purpose, including entering into repurchases, loans, trusts, mandates, agencies or any contract or agreement either for the purpose of investing its resources, to obtain financing, or where appropriate, to affect, transmit or to pledge the negotiable instruments referred to in this subparagraph.

—- JJ) To execute guarantees, bonds and, in general, guarantee, including with pledges and mortgages, obligations incurred on behalf of third parties, with or without consideration."

SECOND: MR. ROGELIO ZAMBRANO LOZANO, MR. FERNANDO ÁNGEL GONZÁLEZ OLIVIERI, MR. ROGER SALDAÑA MADERO and MR. RENÉ DELGADILLO GALVÁN are appointed to appear, jointly or separately, before a Notary Public of their choice to record the restatement of the bylaws, incorporating the amendments approved at this Extraordinary Shareholders' Meeting, and manage its registration in the corresponding Public Registry of Commerce, if necessary

In relation to the **Second Item on the Agenda**, by majority vote in favor and with the opposing vote of 12'510,870 (twelve million, five hundred ten thousand, eight hundred seventy) shares, the following Agreements was made:

THIRD: MR. ROGELIO ZAMBRANO LOZANO, MR. FERNANDO ÁNGEL GONZÁLEZ OLIVIERI, MR. ROGER SALDAÑA MADERO and MR. RENÉ DELGADILLO GALVÁN are appointed to appear, jointly or separately, before a Notary Public of their choice to record the minutes of this Extraordinary Shareholders' Meeting and to formalize the Resolutions adopted, and manage their registration in the corresponding Public Registry of Commerce, if necessary

Exhibit 1.3

English translation for information purposes only. In the event of discrepancy, the Spanish original will prevail.

CEMEX, S.A.B. de C.V.

Summary of the resolutions adopted at the Ordinary General Shareholders' Meeting held on March 25, 2021, being represented 43,821'309,940 (forty-three billion, eight hundred twenty-one million, three hundred nine thousand, nine hundred forty) shares of the 44,186,912,178 (forty-four billion one hundred eighty-six million nine hundred twelve thousand one hundred seventy-eight) shares with voting rights that constitute the capital stock which represents 99.173% (ninety-nine point one hundred seventy-three thousandths percent) of the outstanding share capital.

In relation to the **First Item on the Agenda**, by majority vote in favor and with the opposing vote of 146'347,895 (one hundred forty-six million, three hundred forty-seven thousand, eight hundred ninety-five) shares, the following Agreement was made:

FIRST: The following is approved:

a) The Chief Executive Officer's Report regarding the Company's performance during fiscal year 2020, the Company's individual and consolidated Financial Statements of Financial Position, Income (Loss) Statements, Cash Flows Statements and Changes in Stockholders' Equity Statements, for fiscal year 2020, together with their complementary notes; the Board of Directors' Report on the transactions and activities in which it intervened during fiscal year 2020; the Annual Report on the activities of the Audit, Corporate Practices and Finance, and Sustainability Committees; the Report containing the main accounting policies and criteria followed in the preparation of the financial information, as well as the Report on the review of the Company's tax situation; and

b) The ratification of all the acts and actions carried out by the Chief Executive Officer, the Board of Directors and the Audit, Corporate Practices and Finance, and Sustainability Committees.

In relation to the **Second Item on the Agenda**, by majority vote in favor and with the opposing vote of 1'500,647 (one million, five hundred thousand, six hundred forty-seven) shares, the following Agreement was made:

SECOND: The allocation of profits for the fiscal year ended December 31, 2020 was approved in the following terms: (figures in constant millions of Mexican pesos as of December 31, 2020)

Initial retained earnings:	$ 28,705
Restitution of retained earnings	$ 37,639
2020 dividends:	$ —
Earnings for the year ended December 31, 2020:	$ (32,562)
Retained earnings remainder:	$ 33,782

In relation to the **Third Item on the Agenda**, by majority vote in favor and with the opposing vote of 12'420,260 (twelve million, four hundred twenty thousand, two hundred sixty) shares, the following Agreement was made:

THIRD: The following is approved:

The Board of Directors' Report regarding the procedures and resolutions of such board during fiscal year 2020, based on which the acquisition of CEMEX's own shares was instructed.

In relation to the **Fourth Item on the Agenda**, by majority vote in favor and with the opposing vote of 15’921,586 (fifteen million, nine hundred twenty-one thousand, five hundred eighty-six) shares, the following Agreement was made:

FOURTH: The following is approved:

a) To set the amount of U.S.$500,000,000.00 (five hundred million dollars of the United States of America 00/100) or its equivalent in Mexican pesos, as the maximum amount of resources that during fiscal year 2021, and until the next Annual Ordinary Shareholder’s Meeting is held, CEMEX, S.A.B. de C.V. may use for the acquisition of its own shares or securities that represent such shares.

b) Authorize the Company´s Board of Directors to determine the bases on which the acquisition and placement of said shares shall be instructed, designate the persons that shall make the decisions to acquire or place them, appoint those responsible for carrying out the transaction and giving the corresponding notices to the authorities. The Board of Directors and/or attorneys-in-fact or delegates appointed at the time, or the persons responsible for such transactions, shall determine in each case, whether the purchase shall be carried out with a charge to stockholders’ equity as long as the shares belong to the Company, or charged to the share capital, in case it is resolved to convert them into unsubscribed shares to be kept in treasury.

In relation to the **Fifth Item on the Agenda**, by majority vote in favor and with the opposing vote of 1’342,400 (one million, three hundred forty-two thousand, four hundred) shares, the following Agreement was made:

FIFTH: The following is approved:

The decrease of the variable part of CEMEX, S.A.B. de C.V.´s share capital, in the amount of MXN$3,150,021.51 (three million one hundred and fifty thousand twenty-one Mexican pesos 51/100), through the cancellation of 1,134,484,680 (one billion one hundred thirty-four million four hundred eighty-four thousand six hundred eighty) ordinary nominative treasury shares without par-value, of which 756,323,120 (seven hundred fifty-six million three hundred twenty-three thousand one hundred twenty) are Series A shares and 378,161,560 (three hundred seventy-eight million one hundred sixty-one thousand five hundred sixty) are Series B shares, which were acquired through the repurchase program in fiscal year 2020. The decrease in share capital is made at a theoretical value of MXN$0.00277661 per share.

In relation to the **Fifth Item on the Agenda**, by majority vote in favor and with the opposing vote of 1’392,693 (one million, three hundred ninety-two thousand, six hundred ninety-three) shares, the following Agreement was made:

SIXTH: The following is approved:

The decrease of the variable part of CEMEX, S.A.B. de C.V.´s share capital, in the amount of MXN$9,466,882.27 (nine million four hundred sixty-six thousand eight hundred eighty-two Mexican pesos 27/100), through the cancelation of 3,409,510,974 (three billion four hundred nine million five hundred ten thousand nine hundred seventy-four) ordinary nominative treasury shares without par-value, of which 2,273,007,316 (two billion two hundred seventy-three million seven thousand three hundred sixteen) are Series A shares and 1,136,503,658 (one billion one hundred thirty-six million five hundred three thousand six hundred fifty-eight) are Series B shares, the entirety of which were authorized to support any new issuance of convertible securities and/or to be subscribed and paid for in a public offering or private subscription, in Mexico or abroad. The decrease in share capital is made at a theoretical value of MXN$0.00277661 per share.

In relation to the **Sixth Item on the Agenda**, by majority vote in favor and with the opposing vote of 2,345’625,266 (two billion, three hundred forty-five million, six hundred twenty-five thousand, two hundred sixty-six) shares, the following Agreement was made:

SEVENTH: The following is approved:

(a) Appointing the following persons as members of **CEMEX, S.A.B. de C.V.**´s Board of Directors:

MR. ROGELIO ZAMBRANO LOZANO	Non-Independent Director (Criteria: Relevant Director of the Company)
MR. FERNANDO ÁNGEL GONZÁLEZ OLIVIERI	Non-Independent Director (Criteria: Relevant Officer of the Company)
MR. MARCELO ZAMBRANO LOZANO	Non-Independent Director (Criteria: First Degree blood relative of the Chairman of the Board of Directors.)
MR. IAN CHRISTIAN ARMSTRONG ZAMBRANO	Non-Independent Director (Criteria: Fourth Degree blood relative of the Chairman of the Board of Directors.)
MR. TOMÁS MILMO SANTOS	Non-Independent Director (Criteria: Fourth Degree blood relative of the Chairman of the Board of Directors)
MR. ARMANDO J. GARCÍA SEGOVIA	Independent Director

MR. RODOLFO GARCÍA MURIEL	Independent Director
MR. DIONISIO GARZA MEDINA	Independent Director
MR. FRANCISCO JAVIER FERNÁNDEZ CARBAJAL	Independent Director
MR. ARMANDO GARZA SADA	Independent Director
MR. DAVID MARTÍNEZ GUZMÁN	Independent Director
MR. EVERARDO ELIZONDO ALMAGUER	Independent Director
MR. RAMIRO GERARDO VILLARREAL MORALES	Independent Director
MR. GABRIEL JARAMILLO SANINT	Independent Director
MRS. ISABEL MARÍA AGUILERA NAVARRO	Independent Director

Based on the criteria indicated and the reports of each of the proposed persons, it was found that none of the Directors appointed as Independent Directors fall under the cases specified in article 26 of the Mexican Securities Market Law *(Ley del Mercado de Valores).*

(b) Appointing MR. ROGELIO ZAMBRANO LOZANO, MR. ROGER SALDAÑA MADERO and MR. RENÉ DELGADILLO GALVÁN as President, Secretary and Alternate Secretary of **CEMEX, S.A.B. de C.V.´s** Board of Directors, respectively, the latter two not being Directors.

(c) That the Directors are exempt from granting surety.

(d) Appointing the following persons as members of **CEMEX, S.A.B. de C.V.´s** Audit Committee:

MR. EVERARDO ELIZONDO ALMAGUER
MR. RODOLFO GARCÍA MURIEL
MR. FRANCISCO JAVIER FERNANDEZ CARBAJAL

(e) Appointing the following persons as members of **CEMEX, S.A.B. de C.V.´s** Corporate Practices and Finance Committee:

MR. FRANCISCO JAVIER FERNÁNDEZ CARBAJAL
MR. RODOLFO GARCÍA MURIEL
MR. ARMANDO GARZA SADA

(f) Appointing the following persons as members of **CEMEX, S.A.B. de C.V.´s** Sustainability Committee:

MR. ARMANDO J. GARCÍA SEGOVIA
MR. FRANCISCO JAVIER FERNÁNDEZ CARBAJAL
MR. IAN CHRISTIAN ARMSTRONG ZAMBRANO
MR. MARCELO ZAMBRANO LOZANO

(g) Appointing MR. EVERARDO ELIZONDO ALMAGUER, MR. FRANCISCO JAVIER FERNÁNDEZ CARBAJAL and MR. ARMANDO J. GARCÍA SEGOVIA as Presidents of **CEMEX, S.A.B. de C.V.´s** Audit Committee, Corporate Practices and Finance Committee and Sustainability Committee, respectively. The Secretary and Assistant Secretary of the Board of Directors will act as Secretary and Assistant Secretary of the Audit Committee, Corporate Practices and Finance Committee and Sustainability Committee, without forming part of the aforementioned committees.

In relation to the **Seventh Item on the Agenda**, by majority vote in favor and with the opposing vote of 53’896,645 (fifty-three million, eight hundred ninety-six thousand, six hundred forty-five) shares, the following Agreement was made:

EIGHT: The proposal for the compensation of the members of the Board of Directors of CEMEX S.A.B. de C.V. is approved, under the following terms: as honoraria for the following twelve-month period, each of the Board Members shall be paid the amount of MXN$448,000.00 (four hundred forty-eight thousand Mexican pesos 00/100) for each meeting they attend, charged to results; and each of the members of the Audit, Corporate Practices and Finance, and Sustainability Committees shall be paid the amount of MXN$108,000.00 (one hundred eight thousand Mexican pesos 00/100) for each committee meeting they attend. The members of the committees created by the Board of Directors shall receive as maximum compensation, the compensation received by the members of the Audit and Corporate Practices and Finance, and Sustainability Committees.

In relation to the **Eight Item on the Agenda**, by majority in favor and with the opposing vote of 4’321,583 (four million, three hundred twenty-one thousand, five hundred eighty-three) shares, the following Agreement was made:

NINTH: MR. ROGELIO ZAMBRANO LOZANO, MR. FERNANDO ÁNGEL GONZÁLEZ OLIVIERI, MR. ROGER SALDAÑA MADERO and MR. RENÉ DELGADILLO GALVÁN are appointed to appear, jointly or separately, before a Notary Public of their choice to record the minutes of this Shareholder´s Meeting and to formalize the Resolutions adopted and manage their registration in the corresponding Public Registry of Commerce, if necessary.

NEW SUNWARD HOLDING FINANCIAL VENTURES B.V.,
as Company,

and

CEMEX, S.A.B. de C.V.
and
CEMEX ESPAÑA, S.A.,
as Guarantors,

and

THE BANK OF NEW YORK MELLON,
as Trustee

FOURTH SUPPLEMENTAL INDENTURE

Dated as of November 30,

2020

TO

Indenture, dated as of December 18, 2006, among
New Sunward Holding Financial Ventures B.V., as Company, CEMEX, S.A.B. de C.V.,
CEMEX México, S.A. de C.V. and New Sunward Holding B.V., as Guarantors, and The
Bank of New York Mellon, as Trustee

U.S. $350,000,000

(C5)

Callable Perpetual Dual-Currency Notes

THIS FOURTH SUPPLEMENTAL INDENTURE, dated as of November 30, 2020 (the "Fourth Supplemental Indenture"), is by and among New Sunward Holding Financial Ventures B.V., as issuer (the "Company"), New Sunward Holding B.V., a private company with limited liability formed under the laws of the Netherlands ("New Sunward"), CEMEX, S.A.B. de C.V., a publicly traded variable stock corporation (*sociedad anónima bursátil de capital variable*) organized under the laws of Mexico ("CEMEX"), and CEMEX España, S.A. ("CEMEX España"), as guarantors, and The Bank of New York Mellon, as trustee (the "Trustee").

WHEREAS, the Company, CEMEX, New Sunward, CEMEX México, S.A. de C.V. ("CEMEX México") and the Trustee heretofore executed and delivered the Indenture, dated as of December 18, 2006 (the "Original Indenture"), with respect to the U.S. $350,000,000 Callable Perpetual Dual-Currency Notes (the "Securities"); and

WHEREAS, pursuant to the Original Indenture, the Company issued and the Trustee authenticated and delivered the Securities, which Securities are guaranteed by each of CEMEX and New Sunward; and

WHEREAS, pursuant to Section 901 of the Original Indenture, the Company, CEMEX, New Sunward, CEMEX México and the Trustee entered into the First Supplemental Indenture, dated as of August 10, 2009 (the "First Supplemental Indenture"), in order to secure the Securities; and

WHEREAS, the Company, CEMEX, New Sunward, CEMEX México, the Trustee, Swap 5 Capital (SPV) Limited and C5 Capital (SPV) Limited entered into the Second Supplemental Indenture, dated as of May 12, 2010 (the "Second Supplemental Indenture"), to amend the Original Indenture for such changes contained in the Second Supplemental Indenture, approved by a majority of the then outstanding aggregate principal amount of the Securities and a majority of the then outstanding aggregate principal amount (by aggregate liquidation preference) of the Debentures; and

WHEREAS, the Company, CEMEX, New Sunward and the Trustee entered into the Third Supplemental Indenture, dated as of February 24, 2020 (the "Third Supplemental Indenture", and the Original Indenture, as so amended by the First Supplemental Indenture, the Second Supplemental Indenture and the Third Supplemental Indenture, the "Indenture"), to amend the Original Indenture for such changes contained in the Third Supplemental Indenture; and

WHEREAS, on June 8, 2020 and on August 24, 2020, CEMEX España and New Sunward, respectively, approved the terms pursuant to which CEMEX España would absorb, by merger, New Sunward, with CEMEX España surviving (the "Merger"). The corresponding merger deed was executed on the date of this Fourth Supplemental Indenture and is expected to be filed with the Commercial Registry of Madrid (Registro Mercantil de Madrid) in Madrid, Spain on December 1, 2020. The registration of said merger deed is expected to take place thereafter (most probably before the end of 2020 or soon thereafter). According to Spanish law, upon the merger deed being registered, the Merger would be deemed to be effective as of the date on which the filing of the merger deed took place (i.e., December 1, 2020). For the avoidance of doubt, the Merger is not effective as of the date hereof; and

WHEREAS, Section 801 of the Original Indenture provides that in the event that a Guarantor shall consolidate with or merge into another Person which is a Successor, such Successor shall (i) expressly assume (by an indenture supplemental to the Original Indenture and an instrument supplemental to the Guarantee executed and delivered to the Trustee, in forms satisfactory to the Trustee) the performance of every covenant of the Indenture and the Guarantee on the part of such Guarantor to be performed or observed; and (ii) expressly agree to indemnify each Holder (and each holder of a beneficial interest in a Security) against any tax, levy, assessment or governmental charge payable by withholding or deduction thereafter imposed on such Holder (or holder of a beneficial interest in the Securities) solely as a consequence of such merger or consolidation with respect to payments in respect of the Securities or any purchase thereof by the Company or any Guarantor, or the Successor of any thereof; and

WHEREAS, this Fourth Supplemental Indenture has been duly authorized by all necessary corporate action on the part of CEMEX España.

NOW, THEREFORE, CEMEX España and the Trustee agree as follows for the equal and ratable benefit of each other and the Holders of the Securities:

ARTICLE I

INDEMNIFICATION OF HOLDERS

Section 1.1 Indemnification of Holders. CEMEX España hereby expressly agrees to indemnify each Holder (and each holder of a beneficial interest in a Security) against any tax, levy, assessment or governmental charge payable by withholding or deduction thereafter imposed on such Holder (or holder of a beneficial interest in the Securities) solely as a consequence of the Merger with respect to payments in respect of the Securities or any purchase thereof by the Company or any Guarantor, or the Successor of any thereof.

Section 1.2 Assumption by Successor. Immediately after giving effect to the Merger, CEMEX España hereby expressly assumes the performance of every covenant of the Indenture and the Guarantee on the part of New Sunward to be performed or observed.

Section 1.3 Trustee's Acceptance. The Trustee hereby accepts this Fourth Supplemental Indenture and agrees to perform the same under the terms and conditions set forth in the Indenture.

ARTICLE II

MISCELLANEOUS

Section 2.1 Effect of Fourth Supplemental Indenture. Immediately after giving effect to the Merger, provided this Fourth Supplemental Indenture has been executed and delivered by CEMEX España and the Trustee, the Indenture shall be modified in accordance herewith, and this Fourth Supplemental Indenture shall form a part of the Indenture for all purposes, and every Holder of Securities heretofore or hereafter authenticated and delivered under the Indenture shall be bound thereby. Immediately after giving effect to the Merger, (i) the definition of "Guarantor" contained in Section 101 of the Indenture shall be modified to read as follows: "Guarantor" means each of CEMEX and CEMEX España, and each of their respective Successors, if any, who becomes a Successor pursuant to Section 801, and (ii) all references to "Guarantor" or "Guarantors" in the Indenture and the Securities shall be modified accordingly.

Section 2.2 Indenture Remains in Full Force and Effect. Except as modified hereby, all provisions in the Indenture shall remain in full force and effect.

Section 2.3 Indenture and Fourth Supplemental Indenture Construed Together. This Fourth Supplemental Indenture is an indenture supplemental to and in implementation of the Indenture, and the Indenture and this Fourth Supplemental Indenture shall henceforth be read and construed together.

Section 2.4 Confirmation and Preservation of Indenture. The Indenture as supplemented by this Fourth Supplemental Indenture is in all respects confirmed and preserved.

Section 2.5 Severability. In case any provision in this Fourth Supplemental Indenture shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 2.6 Terms Defined in the Indenture. All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Indenture.

Section 2.7 Headings. The Article and Section headings of this Fourth Supplemental Indenture have been inserted for convenience of reference only, are not to be considered a part of this Fourth Supplemental Indenture and shall in no way modify or restrict any of the terms or provisions hereof.

Section 2.8 Benefits of Supplemental Indenture, etc. Nothing in this Fourth Supplemental Indenture or the Securities, express or implied, shall give to any Person, other than the parties hereto and thereto and their successors hereunder and thereunder and the Holders of the Securities, any benefit of any legal or equitable right, remedy or claim under the Indenture, this Fourth Supplemental Indenture or the Securities.

Section 2.9 Successors. All agreements in this Fourth Supplemental Indenture by CEMEX España shall bind its successors. All agreements of the Trustee in this Fourth Supplemental Indenture shall bind its successors.

Section 2.10 Trustee Not Responsible for Recitals. The recitals contained herein shall be taken as the statements of CEMEX España and the Trustee assumes no responsibility for their correctness. The Trustee shall have no liability for the validity or sufficiency of this Fourth Supplemental Indenture.

Section 2.11 Certain Duties and Responsibilities of the Trustee. In entering into this Fourth Supplemental Indenture, the Trustee shall be entitled to the benefit of every provision of the Indenture relating to the conduct or affecting the liability or affording protection to the Trustee, whether or not elsewhere herein so provided.

Section 2.12 Governing Law. This Fourth Supplemental Indenture shall be governed by, and construed in accordance with, the laws of the State of New York but without regard to principals of conflicts of laws.

Section 2.13 Counterpart Originals. The parties may sign any number of copies of this Fourth Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement.

[Remainder of page blank, signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Fourth Supplemental Indenture to be duly executed on the date first mentioned above.

NEW SUNWARD HOLDING FINANCIAL VENTURES B.V.,
as Company

By: /s/ P.A. Hernández
Name: P.A. Hernández
Title: Managing Director

By: /s/ J.G. Cavazos Garza
Name: J.G. Cavazos Garza
Title: Managing Director

NEW SUNWARD HOLDING B.V.,
as Guarantor

By: /s/ P.A. Hernández
Name: P.A. Hernández
Title: Managing Director

By: /s/ J.G. Cavazos Garza
Name: J.G. Cavazos Garza
Title: Managing Director

CEMEX, S.A.B. DE C.V.,
as Guarantor

By: /s/ Jaime A. Chapa González
Name: Jaime A. Chapa González
Title: Attorney-in-fact

CEMEX ESPAÑA, S.A.,
as Guarantor

By: /s/ Iván Sánchez Ugarte
Name: Iván Sánchez Ugarte
Title: Attorney-in-fact

THE BANK OF NEW YORK MELLON,
as Trustee

By: /s/ Teresa H. Wyszomierski
Name: Teresa H. Wyszomierski
Title: Vice President

[*Signature Page to Supplemental Indenture*]

NEW SUNWARD HOLDING FINANCIAL VENTURES B.V.,
as Company,

and

CEMEX, S.A.B. de C.V.
and
CEMEX ESPAÑA, S.A.,
as Guarantors,

and

THE BANK OF NEW YORK MELLON,
as Trustee

FOURTH SUPPLEMENTAL INDENTURE

Dated as of November 30,

2020

TO

Indenture, dated as of December 18, 2006, among
New Sunward Holding Financial Ventures B.V., as Company, CEMEX, S.A.B. de C.V.,
CEMEX México, S.A. de C.V. and New Sunward Holding B.V., as Guarantors, and The
Bank of New York Mellon, as Trustee

U.S. $900,000,000

(C10)

Callable Perpetual Dual-Currency Notes

THIS FOURTH SUPPLEMENTAL INDENTURE, dated as of November 30, 2020 (the "Fourth Supplemental Indenture"), is by and among New Sunward Holding Financial Ventures B.V., as issuer (the "Company"), New Sunward Holding B.V., a private company with limited liability formed under the laws of the Netherlands ("New Sunward"), CEMEX, S.A.B. de C.V., a publicly traded variable stock corporation (*sociedad anónima bursátil de capital variable*) organized under the laws of Mexico ("CEMEX"), and CEMEX España, S.A. ("CEMEX España"), as guarantors, and The Bank of New York Mellon, as trustee (the "Trustee").

WHEREAS, the Company, CEMEX, New Sunward, CEMEX México, S.A. de C.V. ("CEMEX México") and the Trustee heretofore executed and delivered the Indenture, dated as of December 18, 2006 (the "Original Indenture"), with respect to the U.S. $900,000,000 Callable Perpetual Dual-Currency Notes (the "Securities"); and

WHEREAS, pursuant to the Original Indenture, the Company issued and the Trustee authenticated and delivered the Securities, which Securities are guaranteed by each of CEMEX and New Sunward; and

WHEREAS, pursuant to Section 901 of the Original Indenture, the Company, CEMEX, New Sunward, CEMEX México and the Trustee entered into the First Supplemental Indenture, dated as of August 10, 2009 (the "First Supplemental Indenture"), in order to secure the Securities; and

WHEREAS, the Company, CEMEX, New Sunward, CEMEX México, the Trustee, Swap 10 Capital (SPV) Limited and C10 Capital (SPV) Limited entered into the Second Supplemental Indenture, dated as of May 12, 2010 (the "Second Supplemental Indenture"), to amend the Original Indenture for such changes contained in the Second Supplemental Indenture, approved by a majority of the then outstanding aggregate principal amount of the Securities and a majority of the then outstanding aggregate principal amount (by aggregate liquidation preference) of the Debentures; and

WHEREAS, the Company, CEMEX, New Sunward and the Trustee entered into the Third Supplemental Indenture, dated as of February 24, 2020 (the "Third Supplemental Indenture", and the Original Indenture, as so amended by the First Supplemental Indenture, the Second Supplemental Indenture and the Third Supplemental Indenture, the "Indenture"), to amend the Original Indenture for such changes contained in the Third Supplemental Indenture; and

WHEREAS, on June 8, 2020 and on August 24, 2020, CEMEX España and New Sunward, respectively, approved the terms pursuant to which CEMEX España would absorb, by merger, New Sunward, with CEMEX España surviving (the "Merger"). The corresponding merger deed was executed on the date of this Fourth Supplemental Indenture and is expected to be filed with the Commercial Registry of Madrid (Registro Mercantil de Madrid) in Madrid, Spain on December 1, 2020. The registration of said merger deed is expected to take place thereafter (most probably before the end of 2020 or soon thereafter). According to Spanish law, upon the merger deed being registered, the Merger would be deemed to be effective as of the date on which the filing of the merger deed took place (i.e., December 1, 2020). For the avoidance of doubt, the Merger is not effective as of the date hereof; and

WHEREAS, Section 801 of the Original Indenture provides that in the event that a Guarantor shall consolidate with or merge into another Person which is a Successor, such Successor shall (i) expressly assume (by an indenture supplemental to the Original Indenture and an instrument supplemental to the Guarantee executed and delivered to the Trustee, in forms satisfactory to the Trustee) the performance of every covenant of the Indenture and the Guarantee on the part of such Guarantor to be performed or observed; and (ii) expressly agree to indemnify each Holder (and each holder of a beneficial interest in a Security) against any tax, levy, assessment or governmental charge payable by withholding or deduction thereafter imposed on such Holder (or holder of a beneficial interest in the Securities) solely as a consequence of such merger or consolidation with respect to payments in respect of the Securities or any purchase thereof by the Company or any Guarantor, or the Successor of any thereof; and

WHEREAS, this Fourth Supplemental Indenture has been duly authorized by all necessary corporate action on the part of CEMEX España.

NOW, THEREFORE, CEMEX España and the Trustee agree as follows for the equal and ratable benefit of each other and the Holders of the Securities:

ARTICLE I

INDEMNIFICATION OF HOLDERS

Section 1.1 Indemnification of Holders. CEMEX España hereby expressly agrees to indemnify each Holder (and each holder of a beneficial interest in a Security) against any tax, levy, assessment or governmental charge payable by withholding or deduction thereafter imposed on such Holder (or holder of a beneficial interest in the Securities) solely as a consequence of the Merger with respect to payments in respect of the Securities or any purchase thereof by the Company or any Guarantor, or the Successor of any thereof.

Section 1.2 Assumption by Successor. Immediately after giving effect to the Merger, CEMEX España hereby expressly assumes the performance of every covenant of the Indenture and the Guarantee on the part of New Sunward to be performed or observed.

Section 1.3 Trustee's Acceptance. The Trustee hereby accepts this Fourth Supplemental Indenture and agrees to perform the same under the terms and conditions set forth in the Indenture.

ARTICLE II

MISCELLANEOUS

Section 2.1 Effect of Fourth Supplemental Indenture. Immediately after giving effect to the Merger, provided this Fourth Supplemental Indenture has been executed and delivered by CEMEX España and the Trustee, the Indenture shall be modified in accordance herewith, and this Fourth Supplemental Indenture shall form a part of the Indenture for all purposes, and every Holder of Securities heretofore or hereafter authenticated and delivered under the Indenture shall be bound thereby. Immediately after giving effect to the Merger, (i) the definition of "Guarantor" contained in Section 101 of the Indenture shall be modified to read as follows: "Guarantor" means each of CEMEX and CEMEX España, and each of their respective Successors, if any, who becomes a Successor pursuant to Section 801, and (ii) all references to "Guarantor" or "Guarantors" in the Indenture and the Securities shall be modified accordingly.

Section 2.2 Indenture Remains in Full Force and Effect. Except as modified hereby, all provisions in the Indenture shall remain in full force and effect.

Section 2.3 Indenture and Fourth Supplemental Indenture Construed Together. This Fourth Supplemental Indenture is an indenture supplemental to and in implementation of the Indenture, and the Indenture and this Fourth Supplemental Indenture shall henceforth be read and construed together.

Section 2.4 Confirmation and Preservation of Indenture. The Indenture as supplemented by this Fourth Supplemental Indenture is in all respects confirmed and preserved.

Section 2.5 Severability. In case any provision in this Fourth Supplemental Indenture shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 2.6 Terms Defined in the Indenture. All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Indenture.

Section 2.7 Headings. The Article and Section headings of this Fourth Supplemental Indenture have been inserted for convenience of reference only, are not to be considered a part of this Fourth Supplemental Indenture and shall in no way modify or restrict any of the terms or provisions hereof.

Section 2.8 Benefits of Supplemental Indenture, etc. Nothing in this Fourth Supplemental Indenture or the Securities, express or implied, shall give to any Person, other than the parties hereto and thereto and their successors hereunder and thereunder and the Holders of the Securities, any benefit of any legal or equitable right, remedy or claim under the Indenture, this Fourth Supplemental Indenture or the Securities.

Section 2.9 Successors. All agreements in this Fourth Supplemental Indenture by CEMEX España shall bind its successors. All agreements of the Trustee in this Fourth Supplemental Indenture shall bind its successors.

Section 2.10 Trustee Not Responsible for Recitals. The recitals contained herein shall be taken as the statements of CEMEX España and the Trustee assumes no responsibility for their correctness. The Trustee shall have no liability for the validity or sufficiency of this Fourth Supplemental Indenture.

Section 2.11 Certain Duties and Responsibilities of the Trustee. In entering into this Fourth Supplemental Indenture, the Trustee shall be entitled to the benefit of every provision of the Indenture relating to the conduct or affecting the liability or affording protection to the Trustee, whether or not elsewhere herein so provided.

Section 2.12 Governing Law. This Fourth Supplemental Indenture shall be governed by, and construed in accordance with, the laws of the State of New York but without regard to principals of conflicts of laws.

Section 2.13 Counterpart Originals. The parties may sign any number of copies of this Fourth Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement.

[Remainder of page blank, signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Fourth Supplemental Indenture to be duly executed on the date first mentioned above.

NEW SUNWARD HOLDING FINANCIAL VENTURES B.V.,
as Company

By: /s/ P.A. Hernández
Name: P.A. Hernández
Title: Managing Director

By: /s/ J.G. Cavazos Garza
Name: J.G. Cavazos Garza
Title: Managing Director

NEW SUNWARD HOLDING B.V.,
as Guarantor

By: /s/ P.A. Hernández
Name: P.A. Hernández
Title: Managing Director

By: /s/ J.G. Cavazos Garza
Name: J.G. Cavazos Garza
Title: Managing Director

CEMEX, S.A.B. DE C.V.,
as Guarantor

By: /s/ Jaime A. Chapa González
Name: Jaime A. Chapa González
Title: Attorney-in-fact

CEMEX ESPAÑA, S.A.,
as Guarantor

By: /s/ Iván Sánchez Ugarte
Name: Iván Sánchez Ugarte
Title: Attorney-in-fact

THE BANK OF NEW YORK MELLON,
as Trustee

By: /s/ Teresa H. Wyszomierski
Name: Teresa H. Wyszomierski
Title: Vice President

[*Signature Page to Supplemental Indenture*]

NEW SUNWARD HOLDING FINANCIAL VENTURES B.V.,
as Company,

and

CEMEX, S.A.B. de C.V.
and
CEMEX ESPAÑA, S.A.,
as Guarantors,

and

THE BANK OF NEW YORK MELLON,
as Trustee

FOURTH SUPPLEMENTAL INDENTURE

Dated as of November 30,

2020

TO

Indenture, dated as of February 12, 2007, among
New Sunward Holding Financial Ventures B.V., as Company, CEMEX, S.A.B. de C.V.,
CEMEX México, S.A. de C.V. and New Sunward Holding B.V., as Guarantors, and The
Bank of New York Mellon, as Trustee

U.S. $750,000,000

(C8)

Callable Perpetual Dual-Currency Notes

THIS FOURTH SUPPLEMENTAL INDENTURE, dated as of November 30, 2020 (the "Fourth Supplemental Indenture"), is by and among New Sunward Holding Financial Ventures B.V., as issuer (the "Company"), New Sunward Holding B.V., a private company with limited liability formed under the laws of the Netherlands ("New Sunward"), CEMEX, S.A.B. de C.V., a publicly traded variable stock corporation (*sociedad anónima bursátil de capital variable*) organized under the laws of Mexico ("CEMEX"), and CEMEX España, S.A. ("CEMEX España"), as guarantors, and The Bank of New York Mellon, as trustee (the "Trustee").

WHEREAS, the Company, CEMEX, New Sunward, CEMEX México, S.A. de C.V. ("CEMEX México") and the Trustee heretofore executed and delivered the Indenture, dated as of February 12, 2007 (the "Original Indenture"), with respect to the U.S. $750,000,000 Callable Perpetual Dual-Currency Notes (the "Securities"); and

WHEREAS, pursuant to the Original Indenture, the Company issued and the Trustee authenticated and delivered the Securities, which Securities are guaranteed by each of CEMEX and New Sunward; and

WHEREAS, pursuant to Section 901 of the Original Indenture, the Company, CEMEX, New Sunward, CEMEX México and the Trustee entered into the First Supplemental Indenture, dated as of August 10, 2009 (the "First Supplemental Indenture"), in order to secure the Securities; and

WHEREAS, the Company, CEMEX, New Sunward, CEMEX México, the Trustee, Swap 8 Capital (SPV) Limited and C8 Capital (SPV) Limited entered into the Second Supplemental Indenture, dated as of May 12, 2010 (the "Second Supplemental Indenture"), to amend the Original Indenture for such changes contained in the Second Supplemental Indenture, approved by a majority of the then outstanding aggregate principal amount of the Securities and a majority of the then outstanding aggregate principal amount (by aggregate liquidation preference) of the Debentures; and

WHEREAS, the Company, CEMEX, New Sunward and the Trustee entered into the Third Supplemental Indenture, dated as of February 24, 2020 (the "Third Supplemental Indenture", and the Original Indenture, as so amended by the First Supplemental Indenture, the Second Supplemental Indenture and the Third Supplemental Indenture, the "Indenture"), to amend the Original Indenture for such changes contained in the Third Supplemental Indenture; and

WHEREAS, on June 8, 2020 and on August 24, 2020, CEMEX España and New Sunward, respectively, approved the terms pursuant to which CEMEX España would absorb, by merger, New Sunward, with CEMEX España surviving (the "Merger"). The corresponding merger deed was executed on the date of this Fourth Supplemental Indenture and is expected to be filed with the Commercial Registry of Madrid (Registro Mercantil de Madrid) in Madrid, Spain on December 1, 2020. The registration of said merger deed is expected to take place thereafter (most probably before the end of 2020 or soon thereafter). According to Spanish law, upon the merger deed being registered, the Merger would be deemed to be effective as of the date on which the filing of the merger deed took place (i.e., December 1, 2020). For the avoidance of doubt, the Merger is not effective as of the date hereof; and

WHEREAS, Section 801 of the Original Indenture provides that in the event that a Guarantor shall consolidate with or merge into another Person which is a Successor, such Successor shall (i) expressly assume (by an indenture supplemental to the Original Indenture and an instrument supplemental to the Guarantee executed and delivered to the Trustee, in forms satisfactory to the Trustee) the performance of every covenant of the Indenture and the Guarantee on the part of such Guarantor to be performed or observed; and (ii) expressly agree to indemnify each Holder (and each holder of a beneficial interest in a Security) against any tax, levy, assessment or governmental charge payable by withholding or deduction thereafter imposed on such Holder (or holder of a beneficial interest in the Securities) solely as a consequence of such merger or consolidation with respect to payments in respect of the Securities or any purchase thereof by the Company or any Guarantor, or the Successor of any thereof; and

WHEREAS, this Fourth Supplemental Indenture has been duly authorized by all necessary corporate action on the part of CEMEX España.

NOW, THEREFORE, CEMEX España and the Trustee agree as follows for the equal and ratable benefit of each other and the Holders of the Securities:

ARTICLE I

INDEMNIFICATION OF HOLDERS

Section 1.1 Indemnification of Holders. CEMEX España hereby expressly agrees to indemnify each Holder (and each holder of a beneficial interest in a Security) against any tax, levy, assessment or governmental charge payable by withholding or deduction thereafter imposed on such Holder (or holder of a beneficial interest in the Securities) solely as a consequence of the Merger with respect to payments in respect of the Securities or any purchase thereof by the Company or any Guarantor, or the Successor of any thereof.

Section 1.2 Assumption by Successor. Immediately after giving effect to the Merger, CEMEX España hereby expressly assumes the performance of every covenant of the Indenture and the Guarantee on the part of New Sunward to be performed or observed.

Section 1.3 Trustee's Acceptance. The Trustee hereby accepts this Fourth Supplemental Indenture and agrees to perform the same under the terms and conditions set forth in the Indenture.

ARTICLE II

MISCELLANEOUS

Section 2.1 Effect of Fourth Supplemental Indenture. Immediately after giving effect to the Merger, provided this Fourth Supplemental Indenture has been executed and delivered by CEMEX España and the Trustee, the Indenture shall be modified in accordance herewith, and this Fourth Supplemental Indenture shall form a part of the Indenture for all purposes, and every Holder of Securities heretofore or hereafter authenticated and delivered under the Indenture shall be bound thereby. Immediately after giving effect to the Merger, (i) the definition of "Guarantor" contained in Section 101 of the Indenture shall be modified to read as follows: "Guarantor" means each of CEMEX and CEMEX España, and each of their respective Successors, if any, who becomes a Successor pursuant to Section 801, and (ii) all references to "Guarantor" or "Guarantors" in the Indenture and the Securities shall be modified accordingly.

Section 2.2 Indenture Remains in Full Force and Effect. Except as modified hereby, all provisions in the Indenture shall remain in full force and effect.

Section 2.3 Indenture and Fourth Supplemental Indenture Construed Together. This Fourth Supplemental Indenture is an indenture supplemental to and in implementation of the Indenture, and the Indenture and this Fourth Supplemental Indenture shall henceforth be read and construed together.

Section 2.4 Confirmation and Preservation of Indenture. The Indenture as supplemented by this Fourth Supplemental Indenture is in all respects confirmed and preserved.

Section 2.5 Severability. In case any provision in this Fourth Supplemental Indenture shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 2.6 Terms Defined in the Indenture. All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Indenture.

Section 2.7 Headings. The Article and Section headings of this Fourth Supplemental Indenture have been inserted for convenience of reference only, are not to be considered a part of this Fourth Supplemental Indenture and shall in no way modify or restrict any of the terms or provisions hereof.

Section 2.8 Benefits of Supplemental Indenture, etc. Nothing in this Fourth Supplemental Indenture or the Securities, express or implied, shall give to any Person, other than the parties hereto and thereto and their successors hereunder and thereunder and the Holders of the Securities, any benefit of any legal or equitable right, remedy or claim under the Indenture, this Fourth Supplemental Indenture or the Securities.

Section 2.9 Successors. All agreements in this Fourth Supplemental Indenture by CEMEX España shall bind its successors. All agreements of the Trustee in this Fourth Supplemental Indenture shall bind its successors.

Section 2.10 Trustee Not Responsible for Recitals. The recitals contained herein shall be taken as the statements of CEMEX España and the Trustee assumes no responsibility for their correctness. The Trustee shall have no liability for the validity or sufficiency of this Fourth Supplemental Indenture.

Section 2.11 Certain Duties and Responsibilities of the Trustee. In entering into this Fourth Supplemental Indenture, the Trustee shall be entitled to the benefit of every provision of the Indenture relating to the conduct or affecting the liability or affording protection to the Trustee, whether or not elsewhere herein so provided.

Section 2.12 Governing Law. This Fourth Supplemental Indenture shall be governed by, and construed in accordance with, the laws of the State of New York but without regard to principals of conflicts of laws.

Section 2.13 Counterpart Originals. The parties may sign any number of copies of this Fourth Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement.

[Remainder of page blank, signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Fourth Supplemental Indenture to be duly executed on the date first mentioned above.

NEW SUNWARD HOLDING FINANCIAL VENTURES B.V.,
as Company

By: /s/ P.A. Hernández
Name: P.A. Hernández
Title: Managing Director

By: /s/ J.G. Cavazos Garza
Name: J.G. Cavazos Garza
Title: Managing Director

NEW SUNWARD HOLDING B.V.,
as Guarantor

By: /s/ P.A. Hernández
Name: P.A. Hernández
Title: Managing Director

By: /s/ J.G. Cavazos Garza
Name: J.G. Cavazos Garza
Title: Managing Director

CEMEX, S.A.B. DE C.V.,
as Guarantor

By: /s/ Jaime A. Chapa González
Name: Jaime A. Chapa González
Title: Attorney-in-fact

CEMEX ESPAÑA, S.A.,
as Guarantor

By: /s/ Iván Sánchez Ugarte
Name: Iván Sánchez Ugarte
Title: Attorney-in-fact

THE BANK OF NEW YORK MELLON,
as Trustee

By: /s/ Teresa H. Wyszomierski
Name: Teresa H. Wyszomierski
Title: Vice President

[*Signature Page to Supplemental Indenture*]

Exhibit 4.4.4

NEW SUNWARD HOLDING FINANCIAL VENTURES B.V.,
as Company,

and

CEMEX, S.A.B. de C.V.
and
CEMEX ESPAÑA, S.A.,
as Guarantors,

and

THE BANK OF NEW YORK MELLON,
as Trustee

FOURTH SUPPLEMENTAL INDENTURE

Dated as of November 30,

2020

TO

Indenture, dated as of May 9, 2007, among
New Sunward Holding Financial Ventures B.V., as Company, CEMEX, S.A.B. de C.V.,
CEMEX México, S.A. de C.V. and New Sunward Holding B.V., as Guarantors, and The
Bank of New York Mellon, as Trustee

EUR

€730,000,000

(C10/EUR)

Callable Perpetual Dual-Currency Notes

THIS FOURTH SUPPLEMENTAL INDENTURE, dated as of November 30, 2020 (the "Fourth Supplemental Indenture"), is by and among New Sunward Holding Financial Ventures B.V., as issuer (the "Company"), New Sunward Holding B.V., a private company with limited liability formed under the laws of the Netherlands ("New Sunward"), CEMEX, S.A.B. de C.V., a publicly traded variable stock corporation (*sociedad anónima bursátil de capital variable*) organized under the laws of Mexico ("CEMEX"), and CEMEX España, S.A. ("CEMEX España"), as guarantors, and The Bank of New York Mellon, as trustee (the "Trustee").

WHEREAS, the Company, CEMEX, New Sunward, CEMEX México, S.A. de C.V. ("CEMEX México") and the Trustee heretofore executed and delivered the Indenture, dated as of May 9, 2007 (the "Original Indenture"), with respect to the EUR €730,000,000 Callable Perpetual Dual-Currency Notes (the "Securities"); and

WHEREAS, pursuant to the Original Indenture, the Company issued and the Trustee authenticated and delivered the Securities, which Securities are guaranteed by each of CEMEX and New Sunward; and

WHEREAS, pursuant to Section 901 of the Original Indenture, the Company, CEMEX, New Sunward, CEMEX México and the Trustee entered into the First Supplemental Indenture, dated as of August 10, 2009 (the "First Supplemental Indenture"), in order to secure the Securities; and

WHEREAS, the Company, CEMEX, New Sunward, CEMEX México, the Trustee, Swap C10-EUR Capital (SPV) Limited and C10-EUR Capital (SPV) Limited entered into the Second Supplemental Indenture, dated as of May 12, 2010 (the "Second Supplemental Indenture"), to amend the Original Indenture for such changes contained in the Second Supplemental Indenture, approved by a majority of the then outstanding aggregate principal amount of the Securities and a majority of the then outstanding aggregate principal amount (by aggregate liquidation preference) of the Debentures; and

WHEREAS, the Company, CEMEX, New Sunward and the Trustee entered into the Third Supplemental Indenture, dated as of February 24, 2020 (the "Third Supplemental Indenture", and the Original Indenture, as so amended by the First Supplemental Indenture, the Second Supplemental Indenture and the Third Supplemental Indenture, the "Indenture"), to amend the Original Indenture for such changes contained in the Third Supplemental Indenture; and

WHEREAS, on June 8, 2020 and on August 24, 2020, CEMEX España and New Sunward, respectively, approved the terms pursuant to which CEMEX España would absorb, by merger, New Sunward, with CEMEX España surviving (the "Merger"). The corresponding merger deed was executed on the date of this Fourth Supplemental Indenture and is expected to be filed with the Commercial Registry of Madrid (Registro Mercantil de Madrid) in Madrid, Spain on December 1, 2020. The registration of said merger deed is expected to take place thereafter (most probably before the end of 2020 or soon thereafter). According to Spanish law, upon the merger deed being registered, the Merger would be deemed to be effective as of the date on which the filing of the merger deed took place (i.e., December 1, 2020). For the avoidance of doubt, the Merger is not effective as of the date hereof; and

WHEREAS, Section 801 of the Original Indenture provides that in the event that a Guarantor shall consolidate with or merge into another Person which is a Successor, such Successor shall (i) expressly assume (by an indenture supplemental to the Original Indenture and an instrument supplemental to the Guarantee executed and delivered to the Trustee, in forms satisfactory to the Trustee) the performance of every covenant of the Indenture and the Guarantee on the part of such Guarantor to be performed or observed; and (ii) expressly agree to indemnify each Holder (and each holder of a beneficial interest in a Security) against any tax, levy, assessment or governmental charge payable by withholding or deduction thereafter imposed on such Holder (or holder of a beneficial interest in the Securities) solely as a consequence of such merger or consolidation with respect to payments in respect of the Securities or any purchase thereof by the Company or any Guarantor, or the Successor of any thereof; and

WHEREAS, this Fourth Supplemental Indenture has been duly authorized by all necessary corporate action on the part of CEMEX España.

NOW, THEREFORE, CEMEX España and the Trustee agree as follows for the equal and ratable benefit of each other and the Holders of the Securities:

ARTICLE I

INDEMNIFICATION OF HOLDERS

Section 1.1 Indemnification of Holders. CEMEX España hereby expressly agrees to indemnify each Holder (and each holder of a beneficial interest in a Security) against any tax, levy, assessment or governmental charge payable by withholding or deduction thereafter imposed on such Holder (or holder of a beneficial interest in the Securities) solely as a consequence of the Merger with respect to payments in respect of the Securities or any purchase thereof by the Company or any Guarantor, or the Successor of any thereof.

Section 1.2 Assumption by Successor. Immediately after giving effect to the Merger, CEMEX España hereby expressly assumes the performance of every covenant of the Indenture and the Guarantee on the part of New Sunward to be performed or observed.

Section 1.3 Trustee's Acceptance. The Trustee hereby accepts this Fourth Supplemental Indenture and agrees to perform the same under the terms and conditions set forth in the Indenture.

ARTICLE II

MISCELLANEOUS

Section 2.1 Effect of Fourth Supplemental Indenture. Immediately after giving effect to the Merger, provided this Fourth Supplemental Indenture has been executed and delivered by CEMEX España and the Trustee, the Indenture shall be modified in accordance herewith, and this Fourth Supplemental Indenture shall form a part of the Indenture for all purposes, and every Holder of Securities heretofore or hereafter authenticated and delivered under the Indenture shall be bound thereby. Immediately after giving effect to the Merger, (i) the definition of "Guarantor" contained in Section 101 of the Indenture shall be modified to read as follows: "Guarantor" means each of CEMEX and CEMEX España, and each of their respective Successors, if any, who becomes a Successor pursuant to Section 801, and (ii) all references to "Guarantor" or "Guarantors" in the Indenture and the Securities shall be modified accordingly.

Section 2.2 Indenture Remains in Full Force and Effect. Except as modified hereby, all provisions in the Indenture shall remain in full force and effect.

Section 2.3 Indenture and Fourth Supplemental Indenture Construed Together. This Fourth Supplemental Indenture is an indenture supplemental to and in implementation of the Indenture, and the Indenture and this Fourth Supplemental Indenture shall henceforth be read and construed together.

Section 2.4 Confirmation and Preservation of Indenture. The Indenture as supplemented by this Fourth Supplemental Indenture is in all respects confirmed and preserved.

Section 2.5 Severability. In case any provision in this Fourth Supplemental Indenture shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 2.6 Terms Defined in the Indenture. All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Indenture.

Section 2.7 Headings. The Article and Section headings of this Fourth Supplemental Indenture have been inserted for convenience of reference only, are not to be considered a part of this Fourth Supplemental Indenture and shall in no way modify or restrict any of the terms or provisions hereof.

Section 2.8 Benefits of Supplemental Indenture, etc. Nothing in this Fourth Supplemental Indenture or the Securities, express or implied, shall give to any Person, other than the parties hereto and thereto and their successors hereunder and thereunder and the Holders of the Securities, any benefit of any legal or equitable right, remedy or claim under the Indenture, this Fourth Supplemental Indenture or the Securities.

Section 2.9 Successors. All agreements in this Fourth Supplemental Indenture by CEMEX España shall bind its successors. All agreements of the Trustee in this Fourth Supplemental Indenture shall bind its successors.

Section 2.10 Trustee Not Responsible for Recitals. The recitals contained herein shall be taken as the statements of CEMEX España and the Trustee assumes no responsibility for their correctness. The Trustee shall have no liability for the validity or sufficiency of this Fourth Supplemental Indenture.

Section 2.11 Certain Duties and Responsibilities of the Trustee. In entering into this Fourth Supplemental Indenture, the Trustee shall be entitled to the benefit of every provision of the Indenture relating to the conduct or affecting the liability or affording protection to the Trustee, whether or not elsewhere herein so provided.

Section 2.12 Governing Law. This Fourth Supplemental Indenture shall be governed by, and construed in accordance with, the laws of the State of New York but without regard to principals of conflicts of laws.

Section 2.13 Counterpart Originals. The parties may sign any number of copies of this Fourth Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement.

[Remainder of page blank, signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Fourth Supplemental Indenture to be duly executed on the date first mentioned above.

NEW SUNWARD HOLDING FINANCIAL VENTURES B.V.,
as Company

By: /s/ P.A. Hernández
Name: P.A. Hernández
Title: Managing Director

By: /s/ J.G. Cavazos Garza
Name: J.G. Cavazos Garza
Title: Managing Director

NEW SUNWARD HOLDING B.V.,
as Guarantor

By: /s/ P.A. Hernández
Name: P.A. Hernández
Title: Managing Director

By: /s/ J.G. Cavazos Garza
Name: J.G. Cavazos Garza
Title: Managing Director

CEMEX, S.A.B. DE C.V.,
as Guarantor

By: /s/ Jaime A. Chapa González
Name: Jaime A. Chapa González
Title: Attorney-in-fact

CEMEX ESPAÑA, S.A.,
as Guarantor

By: /s/ Iván Sánchez Ugarte
Name: Iván Sánchez Ugarte
Title: Attorney-in-fact

THE BANK OF NEW YORK MELLON,
as Trustee

By: /s/ Teresa H. Wyszomierski
Name: Teresa H. Wyszomierski
Title: Vice President

[*Signature Page to Supplemental Indenture*]

Amendment and Security Confirmation Agreement

(the "**Agreement**")

dated _____ 2020

between **CEMEX, S.A.B. de C.V.**

and **Interamerican Investments, Inc.**

and **Wilmington Trust (London) Limited**

acting for itself (including as creditor of the Parallel Debt Obligations) and as direct representative (*direkter Stellvertreter*) in the name and for the account of all other Pledgees (as defined below)

concerning the confirmation of the pledge of 1'947'382'051 shares in the Company (as defined below)

THIS AMENDMENT AND SECURITY CONFIRMATION AGREEMENT is entered into between:

(1) **CEMEX, S.A.B. de C.V.**, Av Constitución 444 Pte. Col., Centro, C.P. 64000, Monterrey, N.L., México (hereinafter "**CEMEX**");

(2) **Interamerican Investments, Inc.**, 1209 Orange Street, Wilmington, County of New Castle, 19801 Delaware, United States (hereinafter "**Interamerican**");

(CEMEX and Interamerican collectively referred to as the "**Pledgors**"); and

(3) **Wilmington Trust (London) Limited**, 1 King's Arms Yard, Third Floor, London EC2R 7AF, United Kingdom, acting for itself (including as creditor of the Parallel Debt Obligations) and as direct representative (*direkter Stellvertreter*) in the name and for the account of all other Pledgees (as defined below) (the "**Security Agent**").

RECITALS

A) CEMEX and certain of its subsidiaries as Original Borrowers, Original Guarantors and Original Security Providers (including the Company), the Original Creditors, Citibank Europe PLC, UK Branch (formerly Citibank International plc) as Agent and Wilmington Trust (London) Limited as Security Agent, among others, entered into a facilities agreement dated 29 September 2014, as amended and restated on 23 July 2015, 17 March 2016, 23 June 2016, 11 July 2016 and 21 November 2016 (each term as defined therein unless defined otherwise in this Agreement) (the "**Club Loan**") and an intercreditor agreement dated 17 September 2012 as amended and restated pursuant to a deed of amendment dated 23 July 2015 and an amendment and restatement deed dated 19 July 2017 (the "**Intercreditor Agreement**").

B) On 19 July 2017, CEMEX as Borrower, the subsidiaries of the Borrower (including the Company) listed in Part I of Schedule 1 thereto as Original Guarantors or respectively as Original Security Providers, Banco Mercantil del Norte, S.A., Institución De Banca Múltiple, Grupo Financiero Banorte, Banco Santander (México), S.A., Institución De Banca Múltiple, Grupo Financiero Santander México, BBVA Bancomer, S.A., Institución De Banca Múltiple Grupo Financiero BBVA Bancomer, BNP Paribas Securities Corp., Citigroup Global Markets Inc., Crédit Agricole Corporate and Investment Bank, HSBC Securities (USA) Inc., ING Capital LLC, JPMorgan Chase Bank, N.A., Mizuho Bank, Ltd., and Merrill Lynch, Pierce, Fenner & Smith Incorporated as Arrangers, the financial institutions listed in Part II of Schedule 1 as Original Lenders, Citibank Europe PLC, UK Branch as Agent and Wilmington Trust (London) Limited as Security Agent entered into a term and revolving facilities agreement, as amended and restated on 2 April 2019 pursuant to an amendment and restatement agreement dated 2 April 2019 between, among others, CEMEX, the financial institutions named therein as Original Lenders, the Agent and the Security Agent, as amended and restated on 4 November 2019 pursuant to an amendment and restatement agreement dated 4 November 2019 between, among

others, CEMEX and the Agent and as amended on 22 May 2020 pursuant to an amendment agreement dated 22 May 2020 between, among others, CEMEX and the Agent (each term as defined therein unless defined otherwise herein) (the "**Facilities Agreement**") pursuant to which all commitments under the Club Loan were cancelled on the first Utilisation Date (as defined in the Facilities Agreement).

C) In connection with the Club Loan, the Facilities Agreement and the Intercreditor Agreement, the Pledgors, CEMEX México, S.A. de C.V., Empresas Tolteca de México, S.A. de C.V. and the Security Agent acting for itself (including as creditor of the Parallel Debt Obligations) and as direct representative (*direkter Stellvertreter*) in the name and for the account of all other Pledgees entered into a Swiss law governed share pledge agreement dated 17 September 2012 regarding the pledge of 1'938'958'014 shares in the Company, as confirmed and (with respect of clauses 13.1 and 13.2 thereof) amended pursuant to a security confirmation agreement dated 23 July 2015 and re-confirmed on 17 March 2016, 19 July 2017 and 2 April 2019 (the "**Share Pledge Agreement**").

D) On 19 July 2017, CEMEX and the Security Agent acting for itself (including as creditor of the Parallel Debt Obligations) and as direct representative (*direkter Stellvertreter*) in the name and for the account of all other Pledgees entered into a Swiss law governed share pledge agreement regarding the pledge of 8,424,037 shares in the Company, as confirmed on 2 April 2019 (the "**Residual Share Pledge Agreement**" and together with the Share Pledge Agreement, the "**Security Agreements**", and each a "**Security Agreement**").

E) On the date hereof, CEMEX as Borrower, the subsidiaries of the Borrower (including the Company) listed in Part I or Part II, respectively, of Schedule 1 thereto as Original Guarantors or respectively as Original Security Providers, the financial institutions listed in Part III of Schedule 1 as Original Lenders, Citibank Europe PLC, UK Branch as Agent and Wilmington Trust (London) Limited as Security Agent entered into an amendment and restatement agreement in relation to the Facilities Agreement (each term as defined therein unless defined otherwise herein) (the "**Amendment and Restatement Agreement**", and the Facilities Agreement as amended and restated by the Amendment and Restatement Agreement, the "**Amended Facilities Agreement**").

F) It is a condition precedent under the Amendment and Restatement Agreement that the Pledgors enter into this Agreement.

G) CEMEX, as absorbing company, absorbed (i) Empresas Tolteca de México, S.A de C.V. ("**Tolteca**"), as disappearing company, through merger effective as of 26 February 2020, and (ii) CEMEX México, S.A. de C.V. ("**CEMEX Mexico**"), as disappearing company, through merger effective as of 9 March 2020 (the "**Mergers**").

H) In order to (i) replace Tolteca and CEMEX Mexico as pledgors under the Share Pledge Agreement due to the Mergers and (ii) confirm that the Pledge created under each of the Security Agreements continues to secure the Secured Obligations (as amended, modified, extended restated and/or increased from time to time), the parties agree to enter into this Agreement.

I) The Security Agent has been duly appointed under the Intercreditor Agreement, to act as security agent and shall act in its capacity as security agent and in the name and for the account of the Pledgees in connection with the execution, delivery and performance of this Agreement and shall exercise the rights of the Pledgees arising hereunder as their direct representative (*direkter Stellvertreter*).

IT IS AGREED as follows:

1 Definitions and Interpretation

1.1 Definitions

Unless defined otherwise herein, capitalized terms and expressions used herein shall have the meaning ascribed to them in the Amended Facilities Agreement and if not defined therein, as defined in the Intercreditor Agreement. In this Agreement (capitalized terms as defined below):

Agreement	means this amendment and security confirmation agreement.
Amended Facilities Agreement	has the meaning given to such term in Recital (E).
Amendment and Restatement Agreement	has the meaning given to such term in Recital (E).
Bail-in Action	means the exercise of any Write-down and Conversion Powers.
Bail-in Legislation	means a) in relation to an EEA Member Country which has implemented, or which at any time implements, Article 55 of Directive 2014/59/EU establishing a framework for the recovery and resolution of credit institutions and investment firms, the relevant implementing law or regulation as described in the EU Bail-in Legislation Schedule from time to time; and b) in relation to any other state, any analogous law or regulation from time to time which requires contractual recognition of any Write-down and Conversion Powers contained in that law or regulation.
Club Loan	has the meaning given to such term in Recital (A).

Company	means Cemex Innovation Holding Ltd. (formerly known as CEMEX TRADEMARKS HOLDING Ltd.), a stock corporation (*Aktiengesellschaft*) incorporated under the laws of Switzerland and registered under number CHE-109.294.363 with the commercial register authority of the Canton of Zug.
Debtor	means the Debtor and each Security Provider as defined in the Intercreditor Agreement.
EEA Member Country	means any member state of the European Union, Iceland, Liechtenstein and Norway.
Effective Date	means the Amendment Effective Date as defined in the Amendment and Restatement Agreement.
EU Bail-in Legislation Schedule	means the document described as such and published by the Loan Market Association (or any successor person) from time to time.
Facilities Agreement	has the meaning given to such term in Recital (B).
Intercreditor Agreement	has the meaning given to such term in Recital (A).
Mergers	has the meaning given to such term in Recital (G).
Parallel Debt Obligation	means the obligations set out in Clause 11.2 (*Finance Parallel Debt (Covenant to pay the Security Agent)*) and Clause 11.3 (*Notes Parallel Debt (Covenant to pay the Security Agent)*) of the Intercreditor Agreement.
Pledge	has the meaning given to such term in the Share Pledge Agreement and the Residual Share Pledge Agreement (as applicable).
Pledgees	means the Pledgees as defined in the Share Pledge Agreement and the Residual Share Pledge Agreement (as applicable) (including, for the avoidance of doubt, the Secured Parties as defined in the Intercreditor Agreement).
Pledgors	means CEMEX and Interamerican.
Residual Share Pledge Agreement	has the meaning given to such term in Recital (D).
Resolution Authority	means any body which has authority to exercise any Write-down and Conversion Powers.

Security Agent	means Wilmington Trust (London) Limited, 1 King's Arms Yard, Third Floor, London EC2R 7AF, United Kingdom, acting for itself (including as creditor of the Parallel Debt Obligations) and as direct representative (*direkter Stellvertreter*) in the name and for the account of all other Pledgees.
Security Agreements	has the meaning given to such term in Recital (D).
Share Pledge Agreement	has the meaning given to such term in Recital (C).
Write-down and Conversion Powers	means a) in relation to any Bail-in Legislation described in the EU Bail-in Legislation Schedule from time to time, the powers described as such in relation to that Bail-in Legislation in the EU Bail-in Legislation Schedule; b) in relation to any other applicable Bail-in Legislation: (i) any powers under that Bail-in Legislation to cancel, transfer or dilute shares issued by a person that is a bank or investment firm or other financial institution or affiliate of a bank, investment firm or other financial institution, to cancel, reduce, modify or change the form of a liability of such a person or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability or any of the powers under that Bail-in Legislation that are related to or ancillary to any of those powers; and (ii) any similar or analogous powers under that Bail-in Legislation.

1.2 Interpretation

In this Agreement:

a) unless the context requires otherwise, references herein to the Security Agent shall be read as references to the Security Agent acting for itself (including as creditor of the Parallel Debt Obligations) and as direct representative (*direkter Stellvertreter*) in the name and for the account of all other Pledgees;

b) in the event of a conflict between the terms of this Agreement and the Amended Facilities Agreement, then (to the extent permitted by law and to the extent the validity and enforceability of the security created under this Agreement is not affected) the terms of the Amended Facilities Agreement shall prevail;

c) in the event of a conflict between the terms of this Agreement and the Intercreditor Agreement, then (to the extent the validity and enforceability of the security created under this Agreement is not affected) the terms of the Intercreditor Agreement shall prevail; and

d) in the event of a conflict between the terms of this Agreement and any Debt Document other than the Amended Facilities Agreement or the Intercreditor Agreement, then the terms of this Agreement shall prevail.

2 Replacement of Tolteca and CEMEX Mexico

With respect to the Share Pledge Agreement, the parties agree and hereby confirm that with effect as of the date of this Agreement, Tolteca, respectively CEMEX México shall resign as pledgors and be replaced by CEMEX.

3 Confirmation

As of the Effective Date, each of the Pledgors confirms for the benefit of the Security Agent and the other Pledgees that the Pledge and other security interests granted in connection with and pursuant to the terms of the Security Agreements[1] (as applicable) are and continue in full force and effect and hereafter shall continue to secure the Secured Obligations under and as defined in the Security Agreements (as applicable) (which includes, *inter alia*, all obligations owed by the Debtor in relation to the Amended Facilities Agreement and the Intercreditor Agreement).

Furthermore, each of the Pledgors confirms as of the Effective Date for the benefit of the Security Agent and the other Pledgees that the Pledge and other security interests granted in connection with and pursuant to the terms of the Security Agreements (as applicable) shall, for the avoidance of doubt, also secure the obligations owed by the Debtor or Security Provider (as applicable) from time to time to any Facilities Agreement Creditor, any Refinancing Creditor and any Additional Notes Creditor, each as defined in the Intercreditor Agreement.

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1 Making use of the new defined term.

For the avoidance of doubt, each party hereby confirms that this Agreement shall not and does not cause a novation (*keine Novation*) of any of the rights or obligations of any party under the Share Pledge Agreement or the Residual Share Pledge Agreement (as applicable).

The Pledgors further agree and confirm that for the benefit of the Security Agent as of the Effective Date all references in the Security Agreements (as applicable):

a) to the "Facilities Agreement" are references to the Amended Facilities Agreement;

b) all references to the "Intercreditor Agreement" are references to the Intercreditor Agreement.

4 Credit Facility Document and Security Document

The parties agree that this Agreement is a Debt Document, Finance Document and a Transaction Security Document.

5 Contractual Recognition of Bail-in

Notwithstanding any other term of this Agreement or any other agreement, arrangement or understanding between the parties, the Pledgors acknowledge and accept that any liability of the Security Agent and/or any Secured Party under or in connection with this Agreement may be subject to Bail-in Action by the relevant Resolution Authority and acknowledge and accept to be bound by the effect of:

a) any Bail-in Action in relation to any such liability, including (without limitation):

(i) a reduction, in full or in part, in the principal amount, or outstanding amount due (including any accrued but unpaid interest) in respect of any such liability;

(ii) a conversion of all, or part of, any such liability into shares or other instruments of ownership that may be issued to, or conferred on, them; and

(iii) a cancellation of any such liability; and

b) a variation of any term of any Debt Document to the extent necessary to give effect to any Bail-in Action in relation to any such liability.

The Pledgors further agree that upon the taking of any Bail-in Action by a relevant Resolution Authority, any liability of the Security Agent and/or any Secured Party to the Pledgors under this Agreement shall, as a matter of contract as between the parties, be reduced, converted, cancelled, or suspended (and that any term of this Agreement shall be varied) in such manner as it is expressed to be pursuant to such Bail-in Action.

6 Waivers and Amendments

a) No failure on the part of the Security Agent to exercise, or delay on its part in exercising any right under this Agreement or the Security Agreements shall operate as a waiver thereof, nor shall any single or partial exercise of a right under this Agreement or the Security Agreements preclude any further or other exercise of that or any other right under the Debt Documents.

b) Any amendment or waiver of this Agreement or any provision of this Agreement shall only be binding if agreed in writing by the parties hereto.

7 Severability

If any provision of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, this shall not affect or impair (i) the validity or enforceability in that jurisdiction of any other provision of this Agreement or (ii) the validity or enforceability in any other jurisdiction of that or any other provision of this Agreement. The illegal, invalid or unenforceable provision shall be replaced by a legal, valid and enforceable provision which approximates as closely as possible to the economic purpose of the illegal, invalid or unenforceable provision. The same shall apply *mutatis mutandis* in case of omissions.

8 Counterparts

This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument.

9 Law and Jurisdiction

a) This Agreement shall in all respects, including all the rights *in rem* aspects, be governed by, and construed in accordance with, the substantive laws of Switzerland (under the exclusion of the conflict of law rules, including the Swiss Federal Statute on Private International Law of 18 December 1987, as amended).

b) Each party submits to the exclusive jurisdiction of the ordinary courts of the city of Zurich (*ordentliche Gerichte der Stadt Zürich*), Switzerland, venue being Zurich 1 (and if permitted to the Commercial Court of the Canton of Zurich (*Handelsgericht des Kantons Zürich*)), with the right to appeal to the Swiss Federal Court (*Schweizerisches Bundesgericht*) in Lausanne as provided by law, whose judgment shall be final, for all purposes relating to this Agreement. The Security Agent and each of the other Pledgees reserve the right to bring an action against the Pledgors at each of the Pledgors' place of domicile or before any other competent court, in which case Swiss law shall nevertheless be applicable as provided in Article 9a) above.

Signatures on next page

The Pledgors:

CEMEX, S.A.B. de C.V.

/s/ Patricio Trevino Garza
Name: Patricio Trevino Garza
Title: Attorney-in-fact

Interamerican Investments, Inc.

/s/ Patricio Trevino Garza
Name: Patricio Trevino Garza
Title: Attorney-in-fact

The Security Agent:

Wilmington Trust (London) Limited

as Pledgee and Security Agent acting for itself (including as creditor of the Parallel Debt Obligations) and as direct representative (*direkter Stellvertreter*) in the name and for the account of all other Pledgees

/s/ Sajada Afzal
Name: Sajada Afzal
Title: Vice President

C L I F F O R D
C H A N C E

NEW SUNWARD HOLDING B.V.

CEMEX, S.A.B. DE C.V.

como Pignorantes / as Pledgors

CEMEX ESPAÑA, S.A.

como Sociedad / as Company

WILMINGTON TRUST (LONDON) LIMITED

como Agente de Garantías / as Security Agent

BANCO BILBAO VIZCAYA ARGENTARIA, S.A.

como Depositario /as Custodian

y / and

las Partes Garantizadas / the Secured Parties

CONTRATO DE EXTENSIÓN DE PRENDAS DE ACCIONES
(Share Pledges Extension Agreement)

ÍNDICE

En Madrid, a 31 de julio de 2020.

INTERVIENEN

DE UNA PARTE,

A.1.- NEW SUNWARD HOLDING B.V., sociedad de nacionalidad holandesa, con domicilio social en WTC, Strawinskylaan 1637, Tower B, 16th. Floor, 1077 XX Amsterdam, Países Bajos, inscrita en la Cámara de Comercio e Industria de Ámsterdam (*Kamer van Koophandel en Fabrieken voor Amsterdam*) con número 34133556 y con número de identificación fiscal N-0032922-G ("**Holding**").

A.2.- CEMEX, S.A.B. DE C.V., entidad de nacionalidad mexicana, con domicilio social en Ciudad de Monterrey, N.L. (México), en la Avenida Constitución, número 444, Poniente, Zona Centro, inscrita en Registro Federal de Contribuyente con número CEM-880726-UZA y con número de identificación fiscal N-4121454-E ("**Parent**").

En lo sucesivo, Holding y Parent, conjuntamente, los "**Pignorantes**", y cada uno de ellos, indistintamente, el o un "**Pignorante**".

DE OTRA PARTE,

A.3.- CEMEX ESPAÑA, S.A., entidad de nacionalidad española, con domicilio social en Hernández de Tejada 1, 28027, Madrid, con número de identificación fiscal A-46004214 e inscrita en Registro Mercantil de Madrid al Tomo 9.743 y 9.744, página 1 y 166, sección 8, hoja M-156542 ("**Cemex España**" o la "**Sociedad**").

La Sociedad comparece en este acto a los efectos de darse por notificada de las Prendas constituidas en virtud del presente Contrato.

Y DE OTRA PARTE,

B.1.- WILMINGTON TRUST (LONDON) LIMITED, entidad constituida de conformidad con las leyes de Inglaterra y Gales, con domicilio social en Third Floor, 1 King's Arms Yard, Londres EC2R 7AF, inscrita en el Registro de Sociedades con número 05650152 (el "**Agente de Garantías**").

In Madrid, on 31 July 2020.

APPEAR

ON THE ONE HAND,

A.1.- NEW SUNWARD HOLDING B.V., a company duly incorporated under the laws of The Netherlands, with registered offices at WTC, Strawinskylaan 1637, Tower B, 16th. Floor, 1077 XX Amsterdam, The Netherlands, registered with the Chamber of Commerce and Industries for Amsterdam (*Kamer van Koophandel en Fabrieken voor Amsterdam*) under the number 34133556 and with tax identification number N-0032922-G ("**Holding**").

A.2.- CEMEX, S.A.B. DE C.V., an entity duly incorporated under the laws of Mexico with registered offices at Ciudad de Monterrey, N.L. (México), Avenida Constitución, 444, Poniente, Zona Centro, registered with the Federal Registry under the number CEM-880726-UZA and with tax identification number N-4121454-E ("**Parent**").

Hereinafter, Holding and Parent shall be jointly referred to as the "**Pledgors**", and each of them, individually, as a "**Pledgor**".

ON THE OTHER HAND,

A.3.- CEMEX ESPAÑA, S.A., a company incorporated under the laws of Spain, with registered office at Hernández de Tejada 1, 28027, Madrid (Spain), with Tax Identification Number A-46004214 and registered with the Commercial Registry of Madrid, in volume 9,743 and 9,744, sheet 1 and 166, section 8, page no. M-156542 ("**Cemex España**" or the "**Company**").

The Company appears in this act for the purposes of acknowledging the granting of the Pledges created by virtue of this Agreement.

AND ON THE OTHER HAND,

B.1.- WILMINGTON TRUST (LONDON) LIMITED, an entity duly incorporated under the laws of England and Wales with registered offices at Third Floor, 1 King's Arms Yard, London EC2R 7AF, registered with the Companies Home under the number 05650152 (the "**Security Agent**").

El Agente de Garantías actúa en el presente Contrato en su propio nombre y derecho y, asimismo por cuenta y en beneficio de los Acreedores y de las restantes Partes Garantizadas (tal y como se definen más adelante) en virtud del Contrato de Relación entre Acreedores (tal y como éste se define a continuación), con la excepción de Banco Bilbao Vizcaya Argentaria, S.A., que actúa bajo en su propia cuenta y beneficio.

The Security Agent acts in this Agreement in its own name and on its own behalf and, in addition for the Lenders, and of the remaining Secured Parties (as defined below) by virtue of the Intercreditor Agreement (as this term is defined below), except for Banco Bilbao Vizcaya Argentaria, S.A., who acts in its own name and on its own behalf.

B.2.- BANCO BILBAO VIZCAYA ARGENTARIA, S.A., entidad de crédito con domicilio en Bilbao, Plaza de San Nicolás número 4, y número de identificación fiscal A-48265169 ("**BBVA**" o el "**Depositario**").

B.2.- BANCO BILBAO VIZCAYA ARGENTARIA, S.A., a credit entity with registered offices at Bilbao, Plaza de San Nicolás, 4, Spain, registered with Tax Identification Number A-48265169 ("**BBVA**" or the "**Custodian**").

BBVA comparece (i) como Parte Garantizada, (tal y como se define más adelante) en virtud del Contrato de Relación entre Acreedores (tal y como éste se define a continuación); y (ii) como Depositario, a los solos efectos del desplazamiento posesorio de conformidad con lo dispuesto en la cláusula 4.

BBVA appears in this document (i) as Secured Party (as defined below) by virtue of the Intercreditor Agreement (as this term is defined below); and (ii) as Custodian, for the only purposes of the delivery of the possession, as established in clause 4.

Las entidades enumeradas anteriormente serán denominadas, conjuntamente, como las "**Partes**".

The entities listed above shall be jointly referred to as the "**Parties**".

EXPONEN

WHEREAS

I. Que la Sociedad y los Pignorantes forman parte del Grupo CEMEX (el "**Grupo**"), cuya matriz es Parent.

I. The Company and the Pledgors are part of the CEMEX Group (the "**Group**"), the parent company of which is Parent.

II. Que los Pignorantes son legítimos propietarios de las acciones de Cemex España que se detallan a continuación:

- Holding es titular de 1.320.213.703 acciones de 1,17 euros de valor nominal cada una (las "**Acciones Holding**"), representativas del 99,4847% del capital social de la Sociedad. Las Acciones Holding están libres de cargas y gravámenes de cualquier tipo (salvo por las Prendas (tal y como se define a continuación)), conforme se acredita en el certificado de legitimación (el "**Certificado de Prendas Acciones Holding**") expedido el 30 de julio de 2020 por el Depositario actualmente encargado del registro contable de las Acciones Holding (el "**Registro Acciones Holding**").

II. The Pledgors are the legitimate owners of the shares in Cemex España detailed below:

- Holding owns 1,320,213,703 shares of 1.17 euro par value each (the "**Holding Shares**"), which represent 99.4847% of the share capital in the Company. The Shares are free and clear of any lien or encumbrance whatsoever (other than the Pledges (as defined below)), as evidenced by the ownership certificate (*certificado de legitimación*) (the "**Holding Shares Pledges Certificate**") issued on 30 July 2020 by the Custodian, managing company of the registry where the Shares are recorded (the "**Holding Shares Registry**").

- Parent es titular de 2.050.000 acciones de 1,17 euros de valor nominal cada una (las "**Acciones Parent**"), representativas del 0,1545% del capital social de la Sociedad. Las Acciones Parent están libres de cargas y gravámenes de cualquier tipo (salvo por las Prendas (tal y como se define a continuación)), conforme se acredita en el certificado de legitimación (el "**Certificado de Prendas Acciones Parent**") expedido el 30 de julio de 2020 por el Depositario, entidad actualmente encargada del registro contable de las Acciones Parent (el "**Registro Acciones Parent**").

En lo sucesivo, se hará referencia a las Acciones Holding y a las Acciones Parent, conjuntamente, como las "**Acciones**".

En lo sucesivo, se hará referencia al Certificado de Prendas Acciones Holding y al Certificado de Prendas Acciones Parent, conjuntamente, como los "**Certificados de Prendas Originales**". Se adjunta a este Contrato como **Anexo 1** una copia de los Certificados de Prendas Originales.

En lo sucesivo, se hará referencia al Registro de Acciones Holding y al Registro de Acciones Parent, conjuntamente, como los "**Registros**".

III. Que en el año 2012, el Grupo llevó a cabo un proceso de reestructuración de su deuda financiera en el contexto del cual:

(i) el 17 de septiembre de 2012, Parent, el Agente de Garantías y ciertas sociedades del Grupo, entre otros, suscribieron un contrato de relación entre acreedores denominado "*Intercreditor Agreement*", el cual fue elevado a público el 8 de noviembre de 2012 ante el Notario de Madrid, D. Rafael Monjo Carrió (tal y como el mismo ha sido novado en cada momento, el "**Contrato de Relación entre Acreedores Existente**").

- Parent owns 2,050,000 shares of 1.17 euro par value each (the "**Parent Shares**"), which represent 0.1545% of the share capital in the Company. The Parent Shares are free and clear of any lien or encumbrance whatsoever (other than the Pledges (as defined below)), as evidenced by the ownership certificate (*certificado de legitimación*) (the "**Parent Shares Pledges Certificate**") issued on 30 July 2020 by the Custodian, managing company of the registry where the Parent Shares are recorded (the "**Parent Shares Registry**").

Hereinafter, the Holding Shares and the Parent Shares shall be jointly referred to as the "**Shares**".

Hereinafter, the Holding Shares Pledges Certificate and the Parent Shares Pledges Certificate shall be jointly referred to as the "**Original Pledges Certificates**". A copy of the Original Pledges Certificates is attached as **Annex 1** hereto.

Hereinafter, the Holding Shares Registry and the Parent Shares Registry shall be jointly referred to as the "**Registries**".

III. In 2012 the Group entered into a refinancing process of its financial indebtedness, in the context of which:

(i) on 17 September 2012, Parent, the Security Agent and certain companies of the Group (amongst others) entered into an intercreditor agreement, which was raised to the status of Spanish public document on 8 November 2012 before the Notary of Madrid, Mr. Rafael Monjo Carrió (as amended from time to time, the "**Existing Intercreditor Agreement**").

(ii) el 8 de noviembre de 2012 los Pignorantes (entre otros) suscribieron un contrato de constitución de prendas de acciones con la intervención del Notario de Madrid, D. Rafael Monjo Carrió, con el número 3.530 de su Libro Registro (tal y como ha sido novado, ratificado y extendido en cada momento, el "**Contrato de Prendas**").

En virtud del Contrato de Prendas, los Pignorantes constituyeron a favor de las Partes Garantizadas (tal y como este término se define en el Contrato de Relación entre Acreedores) derechos reales de prenda sobre sus respectivas Acciones (las "**Prendas**").

Los Pignorantes constituyeron tantas Prendas como obligaciones se derivan a favor de las Partes Garantizadas en virtud de cada uno de los Documentos de Deuda (*Debt Documents*) (tal y como este término se define en el Contrato de Relación entre Acreedores).

IV. Que, el 19 de julio de 2017:

(i) Parent y los Acreedores (tal y como dicho término se define en el Contrato de Financiación, definido a continuación) suscribieron un contrato de financiación sometido a derecho inglés denominado "*Facilities Agreement*", el cual fue elevado a público en esa misma fecha ante el Notario de Madrid D. Antonio Pérez-Coca Crespo con número 4.008 de su protocolo (tal y como ha sido novado o modificado hasta la presente fecha el "**Contrato de Financiación Original**").

(ii) on 8 November 2012, the Pledgors (amongst others) entered into a shares pledge agreement with the intervention of the Notary of Madrid Mr. Rafael Monjo Carrió with number 3,530 of his records (as amended, ratified and extended from time to time, the "**Shares Pledge Agreement**").

By virtue of the Shares Pledge Agreement, the Pledgors granted in favour of the Secured Parties (as defined in the Intercreditor Agremeent) several first ranking concurrent pledges over their respective Shares (the "**Pledges**").

The Pledgors granted as many Pledges as obligations arise from each of the Debt Documents (as defined in the Intercreditor Agreement) in favour of the Secured Parties.

IV. On 19 July 2017:

(i) Parent and the Lenders (as defined in the Facilities Agreement, defined below) entered into an English law governed facilities agreement, which was raised to the status of Spanish public document on that same date before the Notary of Madrid Mr. Antonio Pérez-Coca Crespo under number 4,008 of his official records (as amended or modified up to the date hereof, the "**Original Facilities Agreement**").

(ii) Parent y el Agente de Garantías, entre otros, suscribieron un contrato de novación del Contrato de Relación entre Acreedores Existente (el "**Contrato de Novación del Contrato entre Acreedores**"), el cual fue elevado a público en esa misma fecha ante el Notario de Madrid D. Antonio Pérez-Coca Crespo con número 4.010 de su protocolo (el Contrato de Relación entre Acreedores Existente, tal y como ha sido novado en virtud del Contrato de Novación del Contrato entre Acreedores, el "**Contrato de Relación entre Acreedores**").

La finalidad del Contrato de Novación del Contrato entre Acreedores fue reflejar que el Contrato de Financiación (tal y como se define más adelante) permita que puedan acceder a las garantías establecidas en relación con el mismo (*Transaction Security*) (i) los Acreedores bajo el Contrato de Financiación (tal y como se define más adelante) y cualquier acreedor acordeón (*Accordion Lender*) (tal y como se define dicho término en el Contrato de Financiación (tal y como se define más adelante)), así como también (ii) cualesquiera prestamistas o acreedores que puedan prestar financiación (*Financial Indebtedness*) (tal y como se define dicho término en el Contrato de Financiación (tal y como se define más adelante)) a cualquier obligado (*Obligor*) conforme al Contrato de Financiación (tal y como se define más adelante).

(ii) Parent and the Security Agent, amongst others, entered into an amendment and restatement agreement of the Existing Intercreditor Agreement (the "**Intercreditor Amendment Agreement**"), which was raised to the status of Spanish public document on that same date herein before the Notary of Madrid Mr. Antonio Pérez-Coca Crespo under number 4,010 of his official records (the Existing Intercreditor Agreement, as it has been amended by the Intercreditor Amendment Agreement, the "**Intercreditor Agreement**").

The purpose of the Intercreditor Amendment Agreement was to reflect that the Facilities Agreement (as defined below) allows the Transaction Security to be shared by (i) the Lenders under the Facilities Agreement (as defined below) and any Accordion Lenders (as such term is defined in the Facilities Agreement (as defined below)), as well as (ii) any lenders or creditors which may provide Financial Indebtedness (as such term is defined in the Facilities Agreement (as defined below)) to any Obligor under the Facilities Agreement (as defined below).

V. Que, el 22 de mayo de 2020, las Partes, entre otros, han suscrito un contrato de novación del Contrato de Financiación Original (el "**Contrato de Novación del Contrato de Financiación Original**"). En lo sucesivo, el Contrato de Financiación Original, tal y como sea novado a lo largo del tiempo y, específicamente, en virtud del Contrato de Novación del Contrato de Financiación Original será denominado como el "**Contrato de Financiación**".

V. On 22 May 2020, the Parties, among others, have entered into an amendment agreement of the Original Facilities Agreement (the "**Amendment Agreement of the Original Facilities Agreement**"). Hereinafter, the Original Facilities Agreement, as amended from time to time and, specifically, by virtue of the Amendment Agreement of the Original Facilities Agreement, will be referred to as the "**Facilities Agreement**".

VI. Que tal y como se prevé en el Contrato de Prendas y en el Contrato de Relación entre Acreedores:

(i) las "**Obligaciones Garantizadas**" bajo las Prendas incluyen todas las obligaciones presentes y futuras debidas por cualquier miembro del Grupo a cualquier Parte Garantizada (o *Secured Party*) bajo cada uno de los Documentos de Deuda (o *Debt Documents*);

VI. In accordance with the Shares Pledges Agreement and the Intercreditor Agreement:

(i) the "**Secured Obligations**" under the Pledges includes all the present and future obligations that may be due at any time by any member of the Group to any Secured Party under any Debt Documents;

(ii) las "**Partes Garantizadas**" beneficiarias de las Prendas como acreedores pignoraticios incluyen, entre otros, a los acreedores bajo el Contrato de Financiación como "Acreedores de la Refinanciación" (o *Refinancing Creditors*); y

(iii) los "**Documentos de Deuda**" (*Debt Documents*) garantizados en virtud de las Prendas incluyen, entre otros, el Contrato de Financiación (tal y como ha sido novado en virtud del Contrato de Novación del Contrato de Financiación Original) como "Documento de Refinanciación" (o *Refinancing Document*).

VII. Que, de conformidad con lo previsto en el Contrato de Financiación, las Partes han acordado otorgar el presente contrato (el "**Contrato**") que se regirá por las siguientes

(ii) the "**Secured Parties**" beneficiaries of the Pledges as pledgees include, amongst others, the lenders under the Facilities Agreement as "Refinancing Creditors"; and

(iii) the "**Debt Documents**" secured under the Pledges include the Facilities Agreement (as amended by the Amendment Agreement of the Original Facilities Agreement) as "Refinancing Document".

VII. In accordance with the Facitlities Agreement, the Parties have agreed to enter into this agreement (the "**Agreement**") in accordance with the following

ESTIPULACIONES

CLAUSES

1. INTERPRETACIÓN Y DEFINICIONES

1.1 Salvo que en este documento se establezca lo contrario, los términos en mayúsculas que se incluyen en este Contrato tendrán el significado que a los mismos se atribuye en el Contrato de Prendas.

Las Partes acuerdan y hacen constar que este Contrato no modifica los términos y condiciones del Contrato de Financiación o del Contrato de Relación entre Acreedores. Además, este Contrato quedará sujeto a los términos del Contrato de Relación entre Acreedores y, en caso de cualquier inconsistencia, el Contrato de Relación entre Acreedores prevalecerá entre las partes de este Contrato y del Contrato de Relación entre Acreedores y siempre que lo permita la ley aplicable.

1. INTERPRETATION AND DEFINITIONS

1.1. Unless a contrary indication appears, capitalised terms included in this Agreement shall have the same meanings given to them in the Shares Pledges Agreement.

The Parties hereby agree that this Agreement shall not in any way prejudice or affect the terms and conditions contained in the Facilities Agreement or the Intercreditor Agreement. Further, this Agreement shall be subject to the terms of the Intercreditor Agreement and in the event of any inconsistencies, the Intercreditor Agreement shall prevail amongst the parties hereto and thereto and as permitted by applicable law.

1.2 Adicionalmente, expresamente se hace constar que:

"**Obligaciones Garantizadas**" incluye todas las Obligaciones (o *Liabilities*) y todas las obligaciones presentes y futuras pendientes en cualquier momento, debidas o incurridas por cualquier miembro del Grupo a cualquier Parte Garantizada (o *Secured Party*)) bajo el Contrato de Financiación, tal y como ha sido novado en virtud del Contrato de Novación del Contrato de Financiación Original (como Documento de Deuda (*Debt Document*)), tanto actuales como contingentes, incurridas de manera individual o conjunta, como obligación principal o accesoria de garantía o de cualquier otra forma.

1.2. In addition, it is expressly stated that:

"**Secured Obligations**" means all the Liabilities and all other present and future obligations at any time due, owing or incurred by any member of the Group to any Secured Party under the Facilities Agreement, as amended by virtue of the Amendment Agreement of the Original Facilities Agreement (as Debt Document), both actual and contingent and whether incurred solely or jointly and as principal or surety or in any other capacity.

2. EXTENSIÓN FORMAL DE OBLIGACIONES GARANTIZADAS

2.1 De conformidad con el Contrato de Prendas, las Prendas garantizaban desde su otorgamiento todos los Documentos de Deuda (o *Debt Documents*), incluyendo los "Documentos de Refinanciación" (o *Refinancing Documents*).

2.2 Como consecuencia del otorgamiento del Contrato de Novación del Contrato de Financiación Original, en virtud del presente Contrato:

2.2.1 expresamente se documenta la extensión de las Prendas a las Obligaciones Garantizadas derivadas del Contrato de Financiación, tal y como ha sido novado en virtud del Contrato de Novación del Contrato de Financiación Original (las cuales quedan expresamente garantizadas en virtud de las Prendas en los términos previstos en el Contrato de Prendas);

2.2.2 los Pignorantes ratifican formalmente el Contrato de Prendas; y

2.2.3 el Agente de Garantías, por cuenta y en beneficio de las Partes Garantizadas, acepta formalmente las Prendas otorgadas a su favor.

2. FORMAL EXTENSION OF SECURED OBLIGATIONS

2.1 In accordance with the Shares Pledges Agreement, the Pledges secured (as from the moment in time when they were granted) all the Debt Documents, including the Refinancing Documents.

2.2 Further to the granting of the Amendment Agreement of the Original Facilities Agreement, by virtue of this Agreement:

2.2.1 it is expressly documented the extension of the Pledges to the Secured Obligations arising under the Facilities Agreement, as amended by virtue of the Amendment Agreement of the Original Facilities Agreement (which are expressly secured under the Pledges in accordance with the Pledges Agreement);

2.2.2 the Pledgors formally ratify the Pledges Agreement; and

2.2.3 the Security Agent, acting for the Secured Parties, expressly accepts the Pledges granted in their favour.

3. REGULACIÓN DE LAS PRENDAS

3.1 Expresamente se da por reproducido en este Contrato el clausulado y la regulación prevista en el Contrato de Prendas, el cual aplicará *mutatis mutandi* a las Prendas constituidas en garantía de las Obligaciones Garantizadas derivadas del Contrato de Novación del Contrato de Financiación Original.

3.2 Cada una de las Prendas es independiente de las restantes y se regirá separadamente por las normas contenidas en las Estipulaciones 2 a 18 del Contrato de Prendas.

3.3 El Presente Contrato no modifica el Contrato de Prendas, sino que lo complementa en cuanto que regula las Prendas otorgadas en garantía de las Obligaciones Garantizadas derivadas del Contrato de Novación del Contrato de Financiación Original.

4. DESPLAZAMIENTO POSESORIO

4.1 El Depositario, mediante su comparecencia en el presente Contrato, se da por notificado del otorgamiento del presente Contrato y se compromete a:

4.1.1 inscribir en el día de hoy la extensión y ratificación de cada una de las Prendas en los correspondientes Registros de anotaciones en cuenta y proceder al desglose de las Acciones, inscripción que equivaldrá al desplazamiento posesorio de las Acciones de conformidad con lo previsto en el artículo 12 del Real Decreto Legislativo 4/2015 que aprueba el texto refundido de la Ley del Mercado de Valores y en el artículo 14 del RD 878/2015; y

4.1.2 una vez efectuada la inscripción prevista en el párrafo 4.1.1 anterior, emitir certificados de prendas reflejando la extensión y ratificación de todas las Prendas (incluyendo expresamente las Prendas en relación con el Contrato de Financiación) (los "**Certificados de Prendas**"). Los Certificados de Prendas serán remitidos por el Depositario al Agente de Garantías a la mayor brevedad posible.

3. REGULATION OF THE PLEDGES

3.1 The regulation of the Shares Pledges Agreement shall be applicable (*mutatis mutandi*) to the Pledges securing the Secured Obligations under the Amendment Agreement of the Original Facilities Agreement.

3.2 Each of the Pledges is independent in its own right and shall each be governed separately by Clauses 2 to 18 of the Shares Pledges Agreement.

3.3 This Agreement does not modify the Shares Pledges Agreement, but just complement it in respect of the Pledges securing the Secured Obligations under the Amendment Agreement of the Original Facilities Agreement.

4. DELIVERY OF THE POSSESSION

4.1 The Custodian, by means of is appearance as a party to this Agreement, acknowledges the execution of this Agreement and hereby undertakes to:

4.1.1. record as at the date hereof the extension and ratification of each of the Pledges in the relevant book entries Registries. This recording shall be equivalent to the delivery of possession of the Shares pursuant to Article 12 of the Legislative Royal Decree 4/2015 which approves the unified text of the Securities Market Law and Article 14 of RD 878/2015; and

4.1.2 once the recording foreseeing in paragraph 4.1.1 above has taken place, issue pledges certificates evidencing the extension and ratification of all the Pledges (expressly including the Pledges in respect of the Facilities Agreement) (the "**Pledges Certificates**"). The Pledges Certificates will be delivered by the Custodian to the Security Agent as soon as practicable.

5. DECLARACIONES DE LOS PIGNORANTES

5.1 Los Pignorantes declaran y manifiestan a favor de las Partes Garantizadas:

5.1.1 Que la Sociedad es una sociedad existente y válidamente constituida en España y está inscrita en el Registro Mercantil de Madrid.

5.1.2 Que el Depositario es la entidad encargada de los Registros de las Acciones.

5.1.3 Que tienen capacidad para suscribir y cumplir el presente Contrato y han realizado todas las actuaciones necesarias para autorizar el otorgamiento y cumplimiento del mismo.

5.1.4 Que los derechos reales de prenda constituyen obligaciones válidas de los Pignorantes, exigibles frente a los mismos con arreglo a lo dispuesto en este Contrato y leyes aplicables.

5.1.5 Que la aceptación y cumplimiento por los Pignorantes de las obligaciones contempladas en este Contrato: (a) no contraviene ningún mandato o decisión judicial o administrativa; (b) no entra en conflicto con sus escrituras de constitución o sus estatutos o los de la Sociedad; (c) no se opone a ningún documento, acuerdo o contrato que sea vinculante para los Pignorantes ni para la Sociedad ni (d) requiere autorización, consentimiento, licencia o permiso (a salvo de las correspondientes autorizaciones adoptadas por sus respectivos órganos de administración).

5. REPRESENTATIONS OF THE PLEDGORS

5.1 The Pledgors represent in favour of the Secured Parties:

5.1.1 That the Company exists and is validly incorporated under the laws of Spain and is registered with the Mercantile Registry of Madrid.

5.1.2 That the Custodian is the managing company of the Registries where the Shares are recorded.

5.1.3 That they have the capacity to execute this Agreement and all necessary actions to authorise the execution and performance of this Agreement have been obtained.

5.1.4 That the rights *in rem* of pledges constitute valid and binding obligations to the Pledgors, in accordance with the terms of this Agreement and applicable laws.

5.1.5 That the acceptance and performance by the Pledgors of the obligations set out hereunder: (a) does not contravene any judicial or administrative order or decision; (b) does not contravene their constitutional documents or the Company's in any respect; (c) does not oppose to any document, agreement or contract binding for the Pledgors or the Company; and (d) does not require any authorisation, consent, licence or permit (save for the relevant corporate authorizations adopted by the respective Boards of Directors).

5.1.6 Los Pignorantes ostentan legítimamente la plena propiedad de las Acciones y tienen pleno poder de disposición sobre las mismas (a salvo de las limitaciones establecidas en la cláusula 6 del Contrato de Prendas).

5.1.7 Que las Acciones: (a) no están sometidas a ninguna carga, gravamen o derecho de opción de compra o de venta o restricción estatutaria o contractual a su libre transmisibilidad (otros que las Prendas); (b) han sido válidamente emitidas por la Sociedad; y (c) están plenamente suscritas y completamente desembolsadas.

5.1.8 Sujeto a la aceptación por parte de las Partes Garantizadas, mediante este Contrato se otorgan derechos reales de prenda de primer rango sobre las Acciones a favor de las Partes Garantizadas, en garantía de las Obligaciones Garantizadas, en los mismos términos que los derechos reales de prenda sobre las Acciones constituidos en garantía de las obligaciones derivadas de otros Documentos de Deuda.

5.1.9 Que las Acciones pignoradas representan el 99,6392% del capital social de la Sociedad.

6. TRIBUTOS Y GASTOS

Serán por cuenta de los Pignorantes cuantos tributos, tasas, gravámenes, aranceles, timbres, corretajes y gastos, de la naturaleza que sean (incluidos los honorarios del Notario que interviene en el otorgamiento del presente Contrato y los del mantenimiento de los Registros contable de las Acciones) se originen, ahora o en el futuro, por causa del otorgamiento, de la extensión, conservación, modificaciones, cancelación y ejecución de las Prendas de acuerdo con los términos de este Contrato y cualesquiera otros gastos u honorarios de abogados y procuradores y tasas y/o costas judiciales que puedan originarse a las Partes Garantizadas por causa del incumplimiento por los Pignorantes de sus obligaciones bajo este Contrato.

5.1.6 The Pledgors are the owners of the Shares and have the full title to dispose of their respective Shares (save for the limitations set forth in clause 6 of the Shares Pledge Agreement).

5.1.7 That the Shares: (a) are free from any lien, encumbrance, option right or statutory or contractual restriction to their transmission (other than the Pledges); (b) have been validly issued by the Company; and (c) are fully subscribed and paid up.

5.1.8 Subject to acceptance by the Secured Parties, first ranking pledges over the Shares are created in favour of the Secured Parties as security for the performance of the Secured Obligations, with the same terms of the pledges over the Shares created as security of the obligations arising of other Debt Documents.

5.1.9 That the pledged Shares represent the 99.6392% of the share capital of the Company.

6. TAXES AND EXPENSES

All present and future taxes, fees and expenses of any nature whatsoever (including the fees of the Notary attesting and before whom this Agreement is granted and those connected with the maintenance of the Registries of book entries where the Shares are recorded) arising out of the execution, extension, maintenance, amendments, cancellation and enforcement of the Pledges in accordance with this Agreement as well as any other fees or expenses of legal advisors and *procuradores* and the judicial costs in which the Secured Parties may incur as a consequence of the breach by the Pledgors of any of its obligations hereunder, shall be borne by the Pledgors.

7. NOTIFICACIONES

Las Partes efectuarán todas las notificaciones relativas a este Contrato de conformidad con el Contrato de Prendas.

8. SUBSANACIÓN O COMPLEMENTO DEL CONTRATO

Los Pignorantes deberán, dentro de los diez (10) Días Hábiles siguientes a la recepción de una notificación por escrito del Agente de Garantías, otorgar cuantos documentos públicos o privados sean necesarios a los efectos de subsanar o aclarar este Contrato, o a los efectos de perfeccionar las Prendas.

9. DOCUMENTO PÚBLICO

Las Partes suscriben y elevan a público el presente Contrato ante el Notario de Madrid, D. Antonio Pérez-Coca Crespo.

9. LEY Y JURISDICCIÓN

9.1 Este Contrato se regirá e interpretará de conformidad con la legislación española.

9.2 Las Partes, con renuncia expresa a cualquier otro fuero, se someten expresa e irrevocablemente al de los Juzgados y Tribunales de la ciudad de Madrid, para cualesquiera desavenencias que pudieran derivarse de este Contrato.

10. IDIOMA

El presente Contrato se redacta en idioma inglés y en idioma español. En caso de discrepancia o incongruencia entre la versión redactada en inglés y la redactada en español, prevalecerá la versión española. La versión inglesa tiene carácter meramente informativo.

7. NOTICES

All notices to be delivered between the parties in connection with this Agreement shall be made in accordance with the Shares Pledges Agreement.

8. FURTHER ASSURANCES

The Pledgors shall, within ten (10) Business Days of receipt of a written request from the Security Agent, grant all such documents (private or public) as may be necessary to clarify any term of this Agreement or perfect the Pledges.

9. PUBLIC DOCUMENT

The Parties execute and raise to public document status this Agreement in front of the Notary of Madrid, Mr. Antonio Pérez-Coca Crespo.

9. LAW AND JURISDICTION

9.1 This Agreement will be governed by and construed in accordance with Spanish law.

9.2 Each of the parties to this Agreement irrevocably submits themselves, with express waiver to any other forum, to the jurisdiction of the Courts and Tribunals of the city of Madrid for the resolution of any claim which may arise out of in connection with this Agreement.

10. LANGUAGE

This Agreement is executed in both the Spanish and the English language. In the event of any discrepancy or inconsistency between the Spanish and the English versions, the Spanish version shall prevail. The English version is intended for information purposes only.

/s/ Antonio Iván Sánchez Ugarte

CEMEX, S.A.B. DE C.V.
Mr. Antonio Iván Sánchez Ugarte

/s/ Mónica Baselga Loring

NEW SUNWARD HOLDING B.V.
CEMEX ESPAÑA, S.A.
Ms. Mónica Baselga Loring

/s/ Miriam Rodríguez-Carreño Poole

BANCO BILBAO VIZCAYA ARGENTARIA, S.A. (como Parte Garantizada / as Secured Party y como Depositario / as Custodian)
Ms. Miriam Rodríguez-Carreño Poole

/s/ Miguel Castillo Gutierrez

BANCO BILBAO VIZCAYA ARGENTARIA, S.A. (como Parte Garantizada / as Secured Party y como Depositario / as Custodian)
Mr. Miguel Castillo Gutierrez

/s/ Daniela Salime Reyes Sosa

WILMINGTON TRUST (LONDON) LIMITED (como Agente de Garantías en su propio nombre y derecho y por cuenta y en beneficio de todas las Partes Garantizadas / as Security Agent in its own name and on its own behalf and for the Secured Parties)
Ms. Daniela Salime Reyes Sosa

ANEXO 1 / ANNEX 1

COPIA DE LOS CERTIFICADOS DE PRENDA ORIGINALES / COPY OF THE ORIGINAL PLEDGE CERTIFICATES

C L I F F O R D

C H A N C E

NEW SUNWARD HOLDING B.V.

CEMEX, S.A.B. DE C.V.

como Pignorantes / as Pledgors

CEMEX ESPAÑA, S.A.

como Sociedad / as Company

WILMINGTON TRUST (LONDON) LIMITED

como Agente de Garantías / as Security Agent

BANCO BILBAO VIZCAYA ARGENTARIA, S.A.

como Depositario /as Custodian

y / and

las Partes Garantizadas / the Secured Parties

CONTRATO DE EXTENSIÓN DE PRENDAS DE ACCIONES
(*Share Pledges Extension Agreement*)

ÍNDICE

En Madrid, a 19 de octubre de 2020.

In Madrid, on 19 October 2020.

INTERVIENEN

APPEAR

DE UNA PARTE,

A.1.- NEW SUNWARD HOLDING B.V., sociedad de nacionalidad holandesa, con domicilio social en WTC, Strawinskylaan 1637, Tower B, 16th. Floor, 1077 XX Amsterdam, Países Bajos, inscrita en la Cámara de Comercio e Industria de Ámsterdam (*Kamer van Koophandel en Fabrieken voor Amsterdam*) con número 34133556 y con número de identificación fiscal N-0032922-G ("**Holding**").

A.2.- CEMEX, S.A.B. DE C.V., entidad de nacionalidad mexicana, con domicilio social en Ciudad de Monterrey, N.L. (México), en la Avenida Constitución, número 444, Poniente, Zona Centro, inscrita en Registro Federal de Contribuyente con número CEM-880726-UZA y con número de identificación fiscal N-4121454-E ("**Parent**").

En lo sucesivo, Holding y Parent, conjuntamente, los "**Pignorantes**", y cada uno de ellos, indistintamente, el o un "**Pignorante**".

DE OTRA PARTE,

A.3.- CEMEX ESPAÑA, S.A., entidad de nacionalidad española, con domicilio social en Hernández de Tejada 1, 28027, Madrid, con número de identificación fiscal A-46004214 e inscrita en Registro Mercantil de Madrid al Tomo 9.743 y 9.744, página 1 y 166, sección 8, hoja M-156542 ("**Cemex España**" o la "**Sociedad**").

La Sociedad comparece en este acto a los efectos de darse por notificada de las Prendas constituidas en virtud del presente Contrato.

Y DE OTRA PARTE,

B.1.- Las entidades referidas en el **Anexo 1** del presente Contrato (los "**Acreedores**").

ON THE ONE HAND,

A.1.- NEW SUNWARD HOLDING B.V., a company duly incorporated under the laws of The Netherlands, with registered offices at WTC, Strawinskylaan 1637, Tower B, 16th. Floor, 1077 XX Amsterdam, The Netherlands, registered with the Chamber of Commerce and Industries for Amsterdam (*Kamer van Koophandel en Fabrieken voor Amsterdam*) under the number 34133556 and with tax identification number N-0032922-G ("**Holding**").

A.2.- CEMEX, S.A.B. DE C.V., an entity duly incorporated under the laws of Mexico with registered offices at Ciudad de Monterrey, N.L. (México), Avenida Constitución, 444, Poniente, Zona Centro, registered with the Federal Registry under the number CEM-880726-UZA and with tax identification number N-4121454-E ("**Parent**").

Hereinafter, Holding and Parent shall be jointly referred to as the "**Pledgors**", and each of them, individually, as a "**Pledgor**".

ON THE OTHER HAND,

A.3.- CEMEX ESPAÑA, S.A., a company incorporated under the laws of Spain, with registered office at Hernández de Tejada 1, 28027, Madrid (Spain), with Tax Identification Number A-46004214 and registered with the Commercial Registry of Madrid, in volume 9,743 and 9,744, sheet 1 and 166, section 8, page no. M-156542 ("**Cemex España**" or the "**Company**").
The Company appears in this act for the purposes of acknowledging the granting of the Pledges created by virtue of this Agreement.

AND ON THE OTHER HAND,

B.1.- The entities referred to in **Annex 1** hereto (the "**Lenders**").

B.2.- WILMINGTON TRUST (LONDON) LIMITED, entidad constituida de conformidad con las leyes de Inglaterra y Gales, con domicilio social en Third Floor, 1 King's Arms Yard, Londres EC2R 7AF, inscrita en el Registro de Sociedades con número 05650152 (el "**Agente de Garantías**").

El Agente de Garantías actúa en el presente Contrato en su propio nombre y derecho y, asimismo por cuenta y en beneficio de los Acreedores y de las restantes Partes Garantizadas (tal y como se definen más adelante) en virtud del Contrato de Relación entre Acreedores (tal y como éste se define a continuación).

B.3.- BANCO BILBAO VIZCAYA ARGENTARIA, S.A., entidad de crédito con domicilio en Bilbao, Plaza de San Nicolás número 4, y número de identificación fiscal A-48265169 (el "**Depositario**").

El Depositario comparece a los solos efectos del desplazamiento posesorio de conformidad con lo dispuesto en la cláusula 4.

Las entidades enumeradas anteriormente serán denominadas, conjuntamente, como las "**Partes**".

B.2.- WILMINGTON TRUST (LONDON) LIMITED, an entity duly incorporated under the laws of England and Wales with registered offices at Third Floor, 1 King's Arms Yard, London EC2R 7AF, registered with the Companies Home under the number 05650152 (the "**Security Agent**").

The Security Agent acts in this Agreement in its own name and on its own behalf and, in addition for the Lenders, and of the remaining Secured Parties (as defined below) by virtue of the Intercreditor Agreement (as this term is defined below).

B.3.- BANCO BILBAO VIZCAYA ARGENTARIA, S.A., a credit entity with registered offices at Bilbao, Plaza de San Nicolás, 4, Spain, registered with Tax Identification Number A-48265169 (the "**Custodian**").

The Custodian appears in this document for the only purposes of the delivery of the possession, as established in clause 4.

The entities listed above shall be jointly referred to as the "**Parties**".

EXPONEN

I. Que la Sociedad y los Pignorantes forman parte del Grupo CEMEX (el "**Grupo**"), cuya matriz es Parent.

II. Que los Pignorantes son legítimos propietarios de las acciones de Cemex España que se detallan a continuación:

- Holding es titular de 1.320.213.703 acciones de 1,17 euros de valor nominal cada una (las "**Acciones Holding**"), representativas del 99,4847% del capital social de la Sociedad. Las Acciones Holding están libres de cargas y gravámenes de cualquier tipo (salvo por las Prendas (tal y como se define a continuación)), conforme se acredita en el certificado de legitimación (el "**Certificado de Prendas Acciones Holding**") expedido el 19 de octubre de 2020 por el Depositario actualmente encargado del registro contable de las Acciones Holding (el "**Registro Acciones Holding**").

WHEREAS

I. The Company and the Pledgors are part of the CEMEX Group (the "**Group**"), the parent company of which is Parent.

II. The Pledgors are the legitimate owners of the shares in Cemex España detailed below:

- Holding owns 1,320,213,703 shares of 1.17 euro par value each (the "**Holding Shares**"), which represent 99.4847% of the share capital in the Company. The Shares are free and clear of any lien or encumbrance whatsoever (other than the Pledges (as defined below)), as evidenced by the ownership certificate (*certificado de legitimación*) (the "**Holding Shares Pledges Certificate**") issued on 19 October 2020 by the Custodian, managing company of the registry where the Shares are recorded (the "**Holding Shares Registry**").

- Parent es titular de 2.050.000 acciones de 1,17 euros de valor nominal cada una (las "**Acciones Parent**"), representativas del 0,1545% del capital social de la Sociedad. Las Acciones Parent están libres de cargas y gravámenes de cualquier tipo (salvo por las Prendas (tal y como se define a continuación)), conforme se acredita en el certificado de legitimación (el "**Certificado de Prendas Acciones Parent**") expedido el 19 de octubre de 2020 por el Depositario, entidad actualmente encargada del registro contable de las Acciones Parent (el "**Registro Acciones Parent**").

En lo sucesivo, se hará referencia a las Acciones Holding y a las Acciones Parent, conjuntamente, como las "**Acciones**".

En lo sucesivo, se hará referencia al Certificado de Prendas Acciones Holding y al Certificado de Prendas Acciones Parent, conjuntamente, como los "**Certificados de Prendas Originales**". Se adjunta a este Contrato como **Anexo 2** una copia de los Certificados de Prendas Originales.

En lo sucesivo, se hará referencia al Registro de Acciones Holding y al Registro de Acciones Parent, conjuntamente, como los "**Registros**".

III. Que en el año 2012, el Grupo llevó a cabo un proceso de reestructuración de su deuda financiera en el contexto del cual:

(i) el 17 de septiembre de 2012, Parent, el Agente de Garantías y ciertas sociedades del Grupo, entre otros, suscribieron un contrato de relación entre acreedores denominado "*Intercreditor Agreement*", el cual fue elevado a público el 8 de noviembre de 2012 ante el Notario de Madrid, D. Rafael Monjo Carrió (tal y como el mismo ha sido novado en cada momento, el "**Contrato de Relación entre Acreedores Existente**").

- Parent owns 2,050,000 shares of 1.17 euro par value each (the "**Parent Shares**"), which represent 0.1545% of the share capital in the Company. The Parent Shares are free and clear of any lien or encumbrance whatsoever (other than the Pledges (as defined below)), as evidenced by the ownership certificate (*certificado de legitimación*) (the "**Parent Shares Pledges Certificate**") issued on 19 October 2020 by the Custodian, managing company of the registry where the Parent Shares are recorded (the "**Parent Shares Registry**").

Hereinafter, the Holding Shares and the Parent Shares shall be jointly referred to as the "**Shares**".

Hereinafter, the Holding Shares Pledges Certificate and the Parent Shares Pledges Certificate shall be jointly referred to as the "**Original Pledges Certificates**". A copy of the Original Pledges Certificates is attached as **Annex 2** hereto.

Hereinafter, the Holding Shares Registry and the Parent Shares Registry shall be jointly referred to as the "**Registries**".

III. In 2012 the Group entered into a refinancing process of its financial indebtedness, in the context of which:

(i) on 17 September 2012, Parent, the Security Agent and certain companies of the Group (amongst others) entered into an intercreditor agreement, which was raised to the status of Spanish public document on 8 November 2012 before the Notary of Madrid, Mr. Rafael Monjo Carrió (as amended from time to time, the "**Existing Intercreditor Agreement**").

(ii) el 8 de noviembre de 2012 los Pignorantes (entre otros) suscribieron un contrato de constitución de prendas de acciones con la intervención del Notario de Madrid, D. Rafael Monjo Carrió, con el número 3.530 de su Libro Registro (tal y como ha sido novado, ratificado y extendido en cada momento, el "**Contrato de Prendas**").

En virtud del Contrato de Prendas, los Pignorantes constituyeron a favor de las Partes Garantizadas (tal y como este término se define en el Contrato de Relación entre Acreedores) derechos reales de prenda sobre sus respectivas Acciones (las "**Prendas**").

Los Pignorantes constituyeron tantas Prendas como obligaciones se derivan a favor de las Partes Garantizadas en virtud de cada uno de los Documentos de Deuda (*Debt Documents*) (tal y como este término se define en el Contrato de Relación entre Acreedores).

V. Que, el 19 de julio de 2017:

(i) Parent y los Acreedores suscribieron un contrato de financiación sometido a derecho inglés denominado "*Facilities Agreement*", el cual fue elevado a público en esa misma fecha ante el Notario de Madrid D. Antonio Pérez-Coca Crespo con número 4.008 de su protocolo (tal y como ha sido novado o modificado hasta la presente fecha, el "**Contrato de Financiación Original**").

(ii) Parent y el Agente de Garantías, entre otros, suscribieron un contrato de novación del Contrato de Relación entre Acreedores Existente (el "**Contrato de Novación del Contrato entre Acreedores**"), el cual fue elevado a público en esa misma fecha ante el Notario de Madrid D. Antonio Pérez-Coca Crespo con número 4.010 de su protocolo (el Contrato de Relación entre Acreedores Existente, tal y como ha sido novado en virtud del Contrato de Novación del Contrato entre Acreedores, el "**Contrato de Relación entre Acreedores**").

(ii) on 8 November 2012, the Pledgors (amongst others) entered into a shares pledge agreement with the intervention of the Notary of Madrid Mr. Rafael Monjo Carrió with number 3,530 of his records (as amended, ratified and extended from time to time, the "**Shares Pledge Agreement**").

By virtue of the Shares Pledge Agreement, the Pledgors granted in favour of the Secured Parties (as defined in the Intercreditor Agremeent) several first ranking concurrent pledges over their respective Shares (the "**Pledges**").

The Pledgors granted as many Pledges as obligations arise from each of the Debt Documents (as defined in the Intercreditor Agreement) in favour of the Secured Parties.

V. On 19 July 2017:

(i) Parent and the Lenders entered into an English law governed facilities agreement, which was raised to the status of Spanish public document on that same date before the Notary of Madrid Mr. Antonio Pérez-Coca Crespo under number 4,008 of his official records (as amended or modified up to the date hereof, the "**Original Facilities Agreement**").

(ii) Parent and the Security Agent, amongst others, entered into an amendment and restatement agreement of the Existing Intercreditor Agreement (the "**Intercreditor Amendment Agreement**"), which was raised to the status of Spanish public document on that same date herein before the Notary of Madrid Mr. Antonio Pérez-Coca Crespo under number 4,010 of his official records (the Existing Intercreditor Agreement, as it has been amended by the Intercreditor Amendment Agreement, the "**Intercreditor Agreement**").

La finalidad del Contrato de Novación del Contrato entre Acreedores fue reflejar que el Contrato de Financiación (tal y como se define más adelante) permita que puedan acceder a las garantías establecidas en relación con el mismo (*Transaction Security*) (i) los Acreedores bajo el Contrato de Financiación (tal y como se define más adelante) y cualquier acreedor acordeón (*Accordion Lender*) (tal y como se define dicho término en el Contrato de Financiación (tal y como se define más adelante)), así como también (ii) cualesquiera prestamistas o acreedores que puedan prestar financiación (*Financial Indebtedness*) (tal y como se define dicho término en el Contrato de Financiación (tal y como se define más adelante)) a cualquier obligado (*Obligor*) conforme al Contrato de Financiación (tal y como se define más adelante).

The purpose of the Intercreditor Amendment Agreement was to reflect that the Facilities Agreement (as defined below) allows the Transaction Security to be shared by (i) the Lenders under the Facilities Agreement (as defined below) and any Accordion Lenders (as such term is defined in the Facilities Agreement (as defined below)), as well as (ii) any lenders or creditors which may provide Financial Indebtedness (as such term is defined in the Facilities Agreement (as defined below)) to any Obligor under the Facilities Agreement (as defined below).

VI. Que, el 13 de octubre de 2020, las Partes han suscrito un contrato de novación y refundición del Contrato de Financiación Original (el "**Contrato de Novación del Contrato de Financiación Original**"). En lo sucesivo, el Contrato de Financiación Original, tal y como sea novado a lo largo del tiempo y, específicamente, en virtud del Contrato de Novación del Contrato de Financiación Original será denominado como el "**Contrato de Financiación**".

VI. On 13 October 2020, the Parties have entered into an amendment and restatement agreement of the Original Facilities Agreement (the "**Amendment Agreement of the Original Facilities Agreement**"). Hereinafter, the Original Facilities Agreement, as amended from time to time and, specifically, by virtue of the Amendment Agreement of the Original Facilities Agreement, will be referred to as the "**Facilities Agreement**".

VII. Que tal y como se prevé en el Contrato de Prendas y en el Contrato de Relación entre Acreedores:

(i) las "**Obligaciones Garantizadas**" bajo las Prendas incluyen todas las obligaciones presentes y futuras debidas por cualquier miembro del Grupo a cualquier Parte Garantizada (o *Secured Party*) bajo cada uno de los Documentos de Deuda (o *Debt Documents*);

VII. In accordance with the Shares Pledges Agreement and the Intercreditor Agreement:

(i) the "**Secured Obligations**" under the Pledges includes all the present and future obligations that may be due at any time by any member of the Group to any Secured Party under any Debt Documents;

(ii) las "**Partes Garantizadas**" beneficiarias de las Prendas como acreedores pignoraticios incluyen, entre otros, a los acreedores bajo el Contrato de Financiación como "Acreedores de la Refinanciación" (o *Refinancing Creditors*); y

(iii) los "**Documentos de Deuda**" (*Debt Documents*) garantizados en virtud de las Prendas incluyen, entre otros, el Contrato de Financiación (tal y como ha sido novado en virtud del Contrato de Novación del Contrato de Financiación Original) como "Documento de Refinanciación" (o *Refinancing Document*).

VIII. Que, de conformidad con lo previsto en el Contrato de Financiación, las Partes han acordado otorgar el presente contrato (el "**Contrato**") que se regirá por las siguientes

(ii) the "**Secured Parties**" beneficiaries of the Pledges as pledgees include, amongst others, the lenders under the Facilities Agreement as "Refinancing Creditors"; and

(iii) the "**Debt Documents**" secured under the Pledges include the Facilities Agreement (as amended by the Amendment Agreement of the Original Facilities Agreement) as "Refinancing Document".

VIII. In accordance with the Facitlities Agreement, the Parties have agreed to enter into this agreement (the "**Agreement**") in accordance with the following

ESTIPULACIONES

CLAUSES

1. INTERPRETACIÓN Y DEFINICIONES

1.1 Salvo que en este documento se establezca lo contrario, los términos en mayúsculas que se incluyen en este Contrato tendrán el significado que a los mismos se atribuye en el Contrato de Prendas.

Las Partes acuerdan y hacen constar que este Contrato no modifica los términos y condiciones del Contrato de Financiación o del Contrato de Relación entre Acreedores. Además, este Contrato quedará sujeto a los términos del Contrato de Relación entre Acreedores y, en caso de cualquier inconsistencia, el Contrato de Relación entre Acreedores prevalecerá entre las partes de este Contrato y del Contrato de Relación entre Acreedores y siempre que lo permita la ley aplicable.

1.2 Adicionalmente, expresamente se hace constar que:

"**Obligaciones Garantizadas**" incluye todas las Obligaciones (o *Liabilities*) y todas las obligaciones presentes y futuras pendientes en cualquier momento, debidas o incurridas por cualquier miembro del Grupo a cualquier Acreedor (en su condición de Parte Garantizada (o *Secured Party*)) bajo el Contrato de Financiación, tal

1. INTERPRETATION AND DEFINITIONS

1.1. Unless a contrary indication appears, capitalised terms included in this Agreement shall have the same meanings given to them in the Shares Pledges Agreement.

The Parties hereby agree that this Agreement shall not in any way prejudice or affect the terms and conditions contained in the Facilities Agreement or the Intercreditor Agreement. Further, this Agreement shall be subject to the terms of the Intercreditor Agreement and in the event of any inconsistencies, the Intercreditor Agreement shall prevail amongst the parties hereto and thereto and as permitted by applicable law.

1.2. In addition, it is expressly stated that:

"**Secured Obligations**" means all the Liabilities and all other present and future obligations at any time due, owing or incurred by any member of the Group to any Lender (as Secured Party) under the Facilities Agreement, as amended by virtue of the Amendment Agreement of the Original Facilities Agreement (as Debt Document), both actual and contingent and whether incurred solely or jointly and as principal or surety or in any other capacity.

y como ha sido novado en virtud del Contrato de Novación del Contrato de Financiación Original (como Documento de Deuda (*Debt Document*)), tanto actuales como contingentes, incurridas de manera individual o conjunta, como obligación principal o accesoria de garantía o de cualquier otra forma.

2. EXTENSIÓN FORMAL DE OBLIGACIONES GARANTIZADAS

2.1 De conformidad con el Contrato de Prendas, las Prendas garantizaban desde su otorgamiento todos los Documentos de Deuda (o *Debt Documents*), incluyendo los "Documentos de Refinanciación" (o *Refinancing Documents*).

2.2 Como consecuencia del otorgamiento del Contrato de Novación del Contrato de Financiación Original, en virtud del presente Contrato:

2.2.1 expresamente se documenta la extensión de las Prendas a las Obligaciones Garantizadas derivadas del Contrato de Financiación, tal y como ha sido novado en virtud del Contrato de Novación del Contrato de Financiación Original (las cuales quedan expresamente garantizadas en virtud de las Prendas en los términos previstos en el Contrato de Prendas);

2.2.2 los Pignorantes ratifican formalmente el Contrato de Prendas; y

2.2.3 los Acreedores aceptan formalmente las Prendas otorgadas a su favor.

3. REGULACIÓN DE LAS PRENDAS

3.1 Expresamente se da por reproducido en este Contrato el clausulado y la regulación prevista en el Contrato de Prendas, el cual aplicará *mutatis mutandi* a las Prendas constituidas en garantía de las Obligaciones Garantizadas derivadas del Contrato de Novación del Contrato de Financiación Original.

2. FORMAL EXTENSION OF SECURED OBLIGATIONS

2.1 In accordance with the Shares Pledges Agreement, the Pledges secured (as from the moment in time when they were granted) all the Debt Documents, including the Refinancing Documents.

2.2 Further to the granting of the Amendment Agreement to the Original Facilities Agreement, by virtue of this Agreement:

2.2.1 it is expressly documented the extension of the Pledges to the Secured Obligations arising under the Facilities Agreement, as amended by virtue of the Amendment Agreement of the Original Facilities Agreement (which are expressly secured under the Pledges in accordance with the Pledges Agreement);

2.2.2 the Pledgors formally ratify the Pledges Agreement; and

2.2.3 the Lenders expressly accept the Pledges granted in their favour.

3. REGULATION OF THE PLEDGES

3.1 The regulation of the Shares Pledges Agreement shall be applicable (*mutatis mutandi*) to the Pledges securing the Secured Obligations under the Amendment Agreement of the Original Facilities Agreement.

3.2 Cada una de las Prendas es independiente de las restantes y se regirá separadamente por las normas contenidas en las Estipulaciones 2 a 18 del Contrato de Prendas.

3.3 El Presente Contrato no modifica el Contrato de Prendas, sino que lo complementa en cuanto que regula las Prendas otorgadas en garantía de las Obligaciones Garantizadas derivadas del Contrato de Novación del Contrato de Financiación Original.

4. DESPLAZAMIENTO POSESORIO

4.1 El Depositario, mediante su comparecencia en el presente Contrato, se da por notificado del otorgamiento del presente Contrato y se compromete a:

4.1.1 inscribir en el día de hoy la extensión y ratificación de cada una de las Prendas en los correspondientes Registros de anotaciones en cuenta y proceder al desglose de las Acciones, inscripción que equivaldrá al desplazamiento posesorio de las Acciones de conformidad con lo previsto en el artículo 12 del Real Decreto Legislativo 4/2015 que aprueba el texto refundido de la Ley del Mercado de Valores y en el artículo 14 del RD 878/2015; y

4.1.2 una vez efectuada la inscripción prevista en el párrafo 4.1.1 anterior, emitir certificados de prendas reflejando la extensión y ratificación de todas las Prendas (incluyendo expresamente las Prendas en relación con el Contrato de Financiación) (los "**Certificados de Prendas**"). Los Certificados de Prendas serán remitidos por el Depositario al Agente de Garantías a la mayor brevedad posible.

3.2 Each of the Pledges is independent in its own right and shall each be governed separately by Clauses 2 to 18 of the Shares Pledges Agreement.

3.3 This Agreement does not modify the Shares Pledges Agreement, but just complement it in respect of the Pledges securing the Secured Obligations under the Amendment Agreement of the Original Facilities Agreement.

4. DELIVERY OF THE POSSESSION

4.1 The Custodian, by means of is appearance as a party to this Agreement, acknowledges the execution of this Agreement and hereby undertakes to:

4.1.1. record as at the date hereof the extension and ratification of each of the Pledges in the relevant book entries Registries. This recording shall be equivalent to the delivery of possession of the Shares pursuant to Article 12 of the Legislative Royal Decree 4/2015 which approves the unified text of the Securities Market Law and Article 14 of RD 878/2015; and

4.1.2 once the recording foreseeing in paragraph 4.1.1 above has taken place, issue pledges certificates evidencing the extension and ratification of all the Pledges (expressly including the Pledges in respect of the Facilities Agreement) (the "**Pledges Certificates**"). The Pledges Certificates will be delivered by the Custodian to the Security Agent as soon as practicable.

5. DECLARACIONES DE LOS PIGNORANTES

5.1 Los Pignorantes declaran y manifiestan a favor de las Partes Garantizadas:

5.1.1 Que la Sociedad es una sociedad existente y válidamente constituida en España y está inscrita en el Registro Mercantil de Madrid.

5.1.2 Que el Depositario es la entidad encargada de los Registros de las Acciones.

5.1.3 Que tienen capacidad para suscribir y cumplir el presente Contrato y han realizado todas las actuaciones necesarias para autorizar el otorgamiento y cumplimiento del mismo.

5.1.4 Que los derechos reales de prenda constituyen obligaciones válidas de los Pignorantes, exigibles frente a los mismos con arreglo a lo dispuesto en este Contrato y leyes aplicables.

5.1.5 Que la aceptación y cumplimiento por los Pignorantes de las obligaciones contempladas en este Contrato: (a) no contraviene ningún mandato o decisión judicial o administrativa; (b) no entra en conflicto con sus escrituras de constitución o sus estatutos o los de la Sociedad; (c) no se opone a ningún documento, acuerdo o contrato que sea vinculante para los Pignorantes ni para la Sociedad ni (d) requiere autorización, consentimiento, licencia o permiso (a salvo de las correspondientes autorizaciones adoptadas por sus respectivos órganos de administración).

5.1.6 Los Pignorantes ostentan legítimamente la plena propiedad de las Acciones y tienen pleno poder de disposición sobre las mismas (a salvo de las limitaciones establecidas en la cláusula 6 del Contrato de Prendas).

5.1.7 Que las Acciones: (a) no están sometidas a ninguna carga, gravamen o derecho de opción de compra o de venta o restricción

5. REPRESENTATIONS OF THE PLEDGORS

5.1 The Pledgors represent in favour of the Secured Parties:

5.1.1 That the Company exists and is validly incorporated under the laws of Spain and is registered with the Mercantile Registry of Madrid.

5.1.2 That the Custodian is the managing company of the Registries where the Shares are recorded.

5.1.3 That they have the capacity to execute this Agreement and all necessary actions to authorise the execution and performance of this Agreement have been obtained.

5.1.4 That the rights *in rem* of pledges constitute valid and binding obligations to the Pledgors, in accordance with the terms of this Agreement and applicable laws.

5.1.5 That the acceptance and performance by the Pledgors of the obligations set out hereunder: (a) does not contravene any judicial or administrative order or decision; (b) does not contravene their constitutional documents or the Company's in any respect; (c) does not oppose to any document, agreement or contract binding for the Pledgors or the Company; and (d) does not require any authorisation, consent, licence or permit (save for the relevant corporate authorizations adopted by the respective Boards of Directors).

5.1.6 The Pledgors are the owners of the Shares and have the full title to dispose of their respective Shares (save for the limitations set forth in clause 6 of the Shares Pledge Agreement).

5.1.7 That the Shares: (a) are free from any lien, encumbrance, option right or statutory or contractual restriction to their transmission (other than the Pledges); (b) have been validly issued by the Company; and (c) are fully subscribed and paid up.

estatutaria o contractual a su libre transmisibilidad (otros que las Prendas); (b) han sido válidamente emitidas por la Sociedad; y (c) están plenamente suscritas y completamente desembolsadas.

5.1.8 Sujeto a la aceptación por parte de las Partes Garantizadas, mediante este Contrato se otorgan derechos reales de prenda de primer rango sobre las Acciones a favor de las Partes Garantizadas, en garantía de las Obligaciones Garantizadas, en los mismos términos que los derechos reales de prenda sobre las Acciones constituidos en garantía de las obligaciones derivadas de otros Documentos de Deuda.

5.1.9 Que las Acciones pignoradas representan el 99,6392% del capital social de la Sociedad.

6. TRIBUTOS Y GASTOS

Serán por cuenta de los Pignorantes cuantos tributos, tasas, gravámenes, aranceles, timbres, corretajes y gastos, de la naturaleza que sean (incluidos los honorarios del Notario que interviene en el otorgamiento del presente Contrato y los del mantenimiento de los Registros contable de las Acciones) se originen, ahora o en el futuro, por causa del otorgamiento, de la extensión, conservación, modificaciones, cancelación y ejecución de las Prendas de acuerdo con los términos de este Contrato y cualesquiera otros gastos u honorarios de abogados y procuradores y tasas y/o costas judiciales que puedan originarse a las Partes Garantizadas por causa del incumplimiento por los Pignorantes de sus obligaciones bajo este Contrato.

7. NOTIFICACIONES

Las Partes efectuarán todas las notificaciones relativas a este Contrato de conformidad con el Contrato de Prendas.

5.1.8 Subject to acceptance by the Secured Parties, first ranking pledges over the Shares are created in favour of the Secured Parties as security for the performance of the Secured Obligations, with the same terms of the pledges over the Shares created as security of the obligations arising of other Debt Documents.

5.1.9 That the pledged Shares represent the 99.6392% of the share capital of the Company.

6. TAXES AND EXPENSES

All present and future taxes, fees and expenses of any nature whatsoever (including the fees of the Notary attesting and before whom this Agreement is granted and those connected with the maintenance of the Registries of book entries where the Shares are recorded) arising out of the execution, extension, maintenance, amendments, cancellation and enforcement of the Pledges in accordance with this Agreement as well as any other fees or expenses of legal advisors and *procuradores* and the judicial costs in which the Secured Parties may incur as a consequence of the breach by the Pledgors of any of its obligations hereunder, shall be borne by the Pledgors.

7. NOTICES

All notices to be delivered between the parties in connection with this Agreement shall be made in accordance with the Shares Pledges Agreement.

8. SUBSANACIÓN O COMPLEMENTO DEL CONTRATO

Los Pignorantes deberán, dentro de los diez (10) Días Hábiles siguientes a la recepción de una notificación por escrito del Agente de Garantías, otorgar cuantos documentos públicos o privados sean necesarios a los efectos de subsanar o aclarar este Contrato, o a los efectos de perfeccionar las Prendas.

9. DOCUMENTO PÚBLICO

Las Partes suscriben y elevan a público el presente Contrato ante el Notario de Madrid, D. Antonio Pérez-Coca Crespo.

9. LEY Y JURISDICCIÓN

9.1 Este Contrato se regirá e interpretará de conformidad con la legislación española.

9.2 Las Partes, con renuncia expresa a cualquier otro fuero, se someten expresa e irrevocablemente al de los Juzgados y Tribunales de la ciudad de Madrid, para cualesquiera desavenencias que pudieran derivarse de este Contrato.

10. IDIOMA

El presente Contrato se redacta en idioma inglés y en idioma español. En caso de discrepancia o incongruencia entre la versión redactada en inglés y la redactada en español, prevalecerá la versión española. La versión inglesa tiene carácter meramente informativo.

8. FURTHER ASSURANCES

The Pledgors shall, within ten (10) Business Days of receipt of a written request from the Security Agent, grant all such documents (private or public) as may be necessary to clarify any term of this Agreement or perfect the Pledges.

9. PUBLIC DOCUMENT

The Parties execute and raise to public document status this Agreement in front of the Notary of Madrid, Mr. Antonio Pérez-Coca Crespo.

9. LAW AND JURISDICTION

9.1 This Agreement will be governed by and construed in accordance with Spanish law.

9.2 Each of the parties to this Agreement irrevocably submits themselves, with express waiver to any other forum, to the jurisdiction of the Courts and Tribunals of the city of Madrid for the resolution of any claim which may arise out of in connection with this Agreement.

10. LANGUAGE

This Agreement is executed in both the Spanish and the English language. In the event of any discrepancy or inconsistency between the Spanish and the English versions, the Spanish version shall prevail. The English version is intended for information purposes only.

/s/ Antonio Iván Sánchez Ugarte

CEMEX, S.A.B. DE C.V.
NEW SUNWARD HOLDING B.V.
CEMEX ESPAÑA, S.A.

Mr. Antonio Iván Sánchez Ugarte

/s/ Juan Bosco Eguilior Monfort

BANCO BILBAO VIZCAYA ARGENTARIA, S.A. (como Depositario / as Custodian)
BANCO BILBAO VIZCAYA ARGENTARIA, S.A.
BBVA BANCOMER, S.A. INSTITUCIÓN DE BANCA MÚLTIPLE, GRUPO FINANCIERO BBVA BANCOMER
Mr. Juan Bosco Eguilior Monfort

/s/ Miguel Castillo Rodríguez

BANCO BILBAO VIZCAYA ARGENTARIA, S.A. (como Depositario / as Custodian)
BANCO BILBAO VIZCAYA ARGENTARIA, S.A.
BBVA BANCOMER, S.A. INSTITUCIÓN DE BANCA MÚLTIPLE, GRUPO FINANCIERO BBVA BANCOMER
Mr. Miguel Castillo Rodríguez

/s/ William Van Dyke

CITIBANK EUROPE PLC
asimismo, en nombre y representación de los **ACREEDORES GARANTIZADOS**
CITIBANK N.A., INTERNATIONAL BANKING FACILITY
Mr. William Van Dyke

/x/ José Luis Vicent

BANCO SANTANDER, S.A.
BANCO SANTANDER MÉXICO, S.A., INSTITUCIÓN DE BANCA MÚLTIPLE, GRUPO FINANCIERO SANTANDER MÉXICO
Mr. José Luis Vicent

Susana Sedano

BANCO SANTANDER, S.A.
BANCO SANTANDER MÉXICO, S.A., INSTITUCIÓN DE BANCA MÚLTIPLE, GRUPO FINANCIERO SANTANDER MÉXICO
Ms. Susana Sedano

/s/ Daniela Slime Reyes Sosa

BANCO MERCANTIL DEL NORTE, S.A. INSTITUCIÓN DE BANCA MÚLTIPLE, GRUPO FINANCIERO BANORTE
CRÉDIT INDUSTRIEL ET COMMERCIAL, LONDON BRANCH
SUMITOMO MITSUI BANKING CORPORATION
WILMINGTON TRUST (LONDON) LIMITED
Ms. Daniela Slime Reyes Sosa

/s/ Antonio Vilela Millán

HSBC FRANCE, SUCURSAL EN ESPAÑA
HSBC MÉXICO, S.A., INSTITUCIÓN DE BANCA MÚLTIPLE, GRUPO FINANCIERO HSBC
Mr. Antonio Vilela Millán

/s/ Francisco Javier Rubio Cía

HSBC FRANCE, SUCURSAL EN ESPAÑA
HSBC MÉXICO, S.A., INSTITUCIÓN DE BANCA MÚLTIPLE, GRUPO FINANCIERO HSBC
Mr. Francisco Javier Rubio Cía

/s/ Felix Morón Rodrigo

HSBC FRANCE, SUCURSAL EN ESPAÑA
Mr. Felix Morón Rodrigo

/s/ Juan Facundo Ponton

INTESA SAN PAOLO S.P.A., NEW YORK BRANCH
Mr. Juan Facundo Ponton

Josemaria Martínez-Echevarría Castillo

BANK OF AMERICA N.A., LONDON BRANCH
Mr. Josemaría Martínez-Echevarría Castillo

/s/ María de los Ángeles Fosar Mico

BANCO SABADELL, S.A. INSTITUCIÓN DE BANCA MÚLTIPLE
Ms. María de los Ángeles Fosar Mico

/s/ Tomas Juan Echandi Eastman

BANCO NACIONAL DE MÉXICO, S.A., INTEGRANTE DEL GRUPO FINANCIERO BANAMEX BA
Mr. Tomas Juan Echandi Eastman

ANEXO 1

ACREEDORES / LENDERS

1. Banco Bilbao Vizcaya Argentaria, S.A.
2. Banco Mercantil del Norte, S.A. Institución de Banca Múltiple, Grupo Financiero Banorte
3. Banco Nacional de Comercio Exterior, S.N.C.
4. Banco Nacional de México, S.A., Integrante del Grupo Financiero Banamex
5. Banco Sabadell, S.A., Institución de Banca Múltiple
6. Banco Santander, S.A.
7. Banco Santander México, S.A., Institución de Banca Múltiple, Grupo Financiero Santander México
8. Bank of America N.A., London Branch
9. Bayerische Landesbank, New York Branch
10. BBVA Bancomer, S.A. Institución de Banca Múltiple, Grupo Financiero BBVA Bancomer
11. BNP Paribas, NY Branch
12. BNP Paribas, S.A., Sucursal en España
13. Citibank N.A., International Banking Facility
14. Crédit Agricole Corporate Investment Bank
15. Crédit Industriel et Commercial, London Branch
16. Export Development Canada
17. HSBC France, Sucursal en España
18. HSBC México, S.A., Institución de Banca Múltiple, Grupo Financiero HSBC
19. ING Bank N.V., Dublin Branch
20. Intesa San Paolo S.p.A., New York Branch
21. JP Morgan Chase Bank N.A.
22. Mizuho Bank Ltd
23. National Westminster Bank Plc
24. Société Générale
25. Sumitomo Mitsui Banking Corporation

ANEXO 2

COPIA DE LOS CERTIFICADOS DE PRENDA ORIGINALES / COPY OF THE ORIGINAL PLEDGE CERTIFICATES

CLIFFORD
CHANCE

CEMEX, S.A.B. DE C.V.
CEMEX OPERACIONES MÉXICO, S.A. DE C.V.
CEMEX INNOVATION HOLDING LTD.

como Pignorantes / as Pledgors

CEMEX ESPAÑA, S.A.

como Sociedad / as Company

WILMINGTON TRUST (LONDON) LIMITED

como Agente de Garantías / as Security Agent

y / and

BANCO BILBAO VIZCAYA ARGENTARIA, S.A.

como Depositario / as Custodian

y / and

las Partes Garantizadas / the Secured Parties

CONTRATO DE NOVACIÓN SUBJETIVA Y RATIFICACIÓN DE PRENDA DE ACCIONES

(*Deed of Subrogation and Ratification of Pledge over Shares*)

ÍNDICE

En Madrid, a 23 de diciembre de 2020.

INTERVIENEN

DE UNA PARTE,

(1) **CEMEX, S.A.B. DE C.V.** ("**Cemex**"), sociedad de nacionalidad mexicana, con domicilio social en Avenida Constitución #444 Pte. Col. Centro C.P. 64000 Monterrey, N.L., México, inscrita en el Registro Federal de Contribuyente con número CEM-880726-UZA y con número de identificación fiscal (N.I.F.) N4121454E.

Se encuentra debidamente representada a estos efectos.

(2) **CEMEX OPERACIONES MÉXICO, S.A. DE C.V.** ("**Cemex Operaciones México**"), sociedad de nacionalidad mexicana, con domicilio social en Avenida Constitución #444 Pte. Col. Centro C.P. 64000 Monterrey, N.L., México, inscrita en el Registro Federal de Contribuyente con número CDC-960913-SK6 y con número de identificación fiscal (N.I.F.) N4122037G.

Se encuentra debidamente representada a estos efectos.

(3) **CEMEX INNOVATION HOLDING LTD.** ("**Cemex Innovation Holding**"), sociedad de nacionalidad suiza, con domicilio en General-Guisan-Strasse 6 6300 Zug, Suiza, inscrita en el Registro de Comercio del Cantón Zug con número CHE-109.294.363 y con número de identificación fiscal (N.I.F.) N0392646F.

In Madrid, on 23 December 2020.

APPEAR

ON THE ONE HAND,

(1) **CEMEX, S.A.B DE C.V.** ("**Cemex**"), a company duly incorporated under the laws of Mexico, with corporate domicile at Avenida Constitución #444 Pte. Col. Centro C.P. 64000 Monterrey, N.L., Mexico, duly registered with the Federal Registry under number CEM-880726-UZA, and with Spanish Tax Identification Number (N.I.F.) N4121454E.

It is duly represented for these purposes.

(2) **CEMEX OPERACIONES MÉXICO, S.A. DE C.V.** ("**Cemex Operaciones Mexico**"), a company duly incorporated under the laws of Mexico, with corporate domicile at Avenida Constitución #444 Pte. Col. Centro C.P. 64000 Monterrey, N.L., Mexico, duly registered with the Federal Registry under number CDC-960913-SK6, and with Spanish Tax Identification Number (N.I.F.) N4122037G.

It is duly represented for these purposes.

(3) **CEMEX INNOVATION HOLDING LTD.** ("**Cemex Innovation Holding**"), a company duly incorporated under the laws of Switzerland, with corporate domicile at General-Guisan-Strasse 6 6300 Zug, Switzerland, duly registered with the Register of Commerce of the Canton of Zug under number CHE-109.294.363 and with Spanish Tax Identification Number (N.I.F.) N0392646F.

Se encuentra debidamente representada a estos efectos.

It is duly represented for these purposes.

En lo sucesivo, Cemex, Cemex Operaciones de México y Cemex Innovation Holding serán denominados conjuntamente los "**Pignorantes**", y cada uno de ellos, indistintamente, el o un "**Pignorante**".

Hereinafter, Cemex, Cemex Operaciones de Mexico and Cemex Innovation Holding will be jointly referred to as the "**Pledgors**", and each of them, individually, as a "**Pledgor**".

DE OTRA PARTE,

ON THE OTHER HAND,

(4) **CEMEX ESPAÑA, S.A.**, sociedad de nacionalidad española, con domicilio social en calle Hernández de Tejada, nº 1, Madrid, España, inscrita en el Registro Mercantil de Madrid, tomo 9.744, folio 166, hoja número M-156.542, y con número de identificación fiscal (N.I.F.) A-46004214 ("**Cemex España**" o la "**Sociedad**").

Se encuentra debidamente representada a estos efectos.

(4) **CEMEX ESPAÑA, S.A.**, a company duly incorporated under the laws of Spain, with corporate domicile in calle Hernández de Tejada, nº 1, Madrid, Spain, duly registered with the Mercantile Registry of Madrid under volume 9.744, Page 166, Sheet M-156.542, and with Spanish Tax Identification Number (N.I.F.) A-46004214 ("**Cemex Spain" or the "Company**").

It is duly represented for these purposes.

Y DE OTRA PARTE,

AND ON THE OTHER HAND,

(5) Las entidades referidas en el ANEXO 1 del presente Contrato (los "**Acreedores Comparecientes**").

(6) **WILMINGTON TRUST (LONDON) LIMITED**, entidad constituida de conformidad con las leyes de Inglaterra y Gales, con domicilio social en Third Floor, 1 King's Arms Yard, Londres EC2R 7AF, inscrita en el Registro de Sociedades con número 05650152 (el "**Agente de Garantías**").

El Agente de Garantías actúa en el presente Contrato en su propio nombre y derecho y, asimismo por cuenta y en beneficio de las entidades incluidas en el ANEXO 2 y de las restantes Partes Garantizadas (tal y como se define en el Contrato de Relación entre Acreedores, definido a continuación, las "**Partes Garantizadas**") en virtud del Contrato de Relación entre Acreedores (tal y como éste se define a continuación).

(5) The entities referred to in ANNEX 1 hereto (the "**Appearing Lenders**").

(6) **WILMINGTON TRUST (LONDON) LIMITED**, an entity duly incorporated under the laws of England and Wales with registered offices at Third Floor, 1 King's Arms Yard, London EC2R 7AF, registered with the Companies Home under the number 05650152 (the "**Security Agent**").

The Security Agent acts in this Agreement in its own name and on its own behalf and, in addition for the entities listed under ANNEX 2, and of the remaining Secured Parties (as defined in the Intercreditor Agreement, defined below, the "**Secured Parties**") by virtue of the Intercreditor Agreement (as this term is defined below).

(7) **BANCO BILBAO VIZCAYA ARGENTARIA, S.A.**, entidad de crédito con domicilio en Bilbao, Plaza de San Nicolás número 4, y número de identificación fiscal A-48265169 (el "**Depositario**").

El Depositario comparece en su propio nombre y representación como Acreedor y a los efectos del reconocimiento de las obligaciones contenidas en la cláusula 4.

En lo sucesivo, los Pignorantes, la Sociedad, los Acreedores Comparecientes y el Agente de Garantías serán denominados conjuntamente como las "**Partes**".

(7) **BANCO BILBAO VIZCAYA ARGENTARIA, S.A.**, a credit entity with registered offices at Bilbao, Plaza de San Nicolás, 4, Spain, registered with Tax Identification Number A-48265169 (the "**Custodian**").

The Custodian appears in this document in its own name and behalf as Lender and for the purposes of the acknowledgement of the undertakings set out in clause 4.

Hereinafter, the Pledgors, the Company, the Appearing Lenders and the Security Agent shall be jointly referred to as the "**Parties**".

EXPONEN

(A) Que la Sociedad y los Pignorantes forman parte del grupo encabezado por Cemex (el "**Grupo**").

(B) Que en el año 2012, el Grupo llevó a cabo un proceso de reestructuración de su deuda financiera, en el contexto del cual:

(i) el 17 de septiembre de 2012, Cemex y ciertas sociedades del Grupo suscribieron un contrato de relación entre acreedores denominado "*Intercreditor Agreement*", el cual fue elevado a público el 8 de noviembre de 2012 ante el Notario de Madrid, D. Rafael Monjo Carrió (tal y como el mismo ha sido novado en cada momento, el "**Contrato de Relación entre Acreedores**");

WHEREAS

(A) The Company and the Pledgors are part of a group which holding company is Cemex (the "**Group**").

(B) In 2012 the Group entered into a refinancing process of its financial indebtedness, in the context of which:

(i) on 17 September 2012, Cemex and certain companies within the Group entered into an intercreditor agreement, which was raised to the status of Spanish public document on 8 November 2012 before the Notary of Madrid, Mr. Rafael Monjo Carrió (as amended from time to time, the "**Intercreditor Agreement**");

(ii) el 8 de noviembre de 2012, New Sunward Holding B.V. y Cemex, como pignorantes, entre otros, suscribieron un contrato de constitución de prendas de acciones con la intervención del Notario de Madrid, D. Rafael Monjo Carrió, con el número 3.530 de su Libro Registro (tal y como ha sido novado, ratificado y extendido en cada momento, el "**Contrato de Prendas**"), en virtud del cual, en garantía de las obligaciones presentes y futuras debidas por cualquier miembro del Grupo a cualquier Parte Garantizada (*Secured Party*) bajo cada uno de los Documentos de Deuda (*Debt Documents*) (tal y como dichos términos se definen en el Contrato de Relación entre Acreedores), Cemex y New Sunward Holding B.V. constituyeron a favor de las Partes Garantizadas derechos reales de prenda sobre las acciones de la Sociedad sobre las que ostentaban titularidad (las "**Prendas**").

(C) Que, el 19 de julio de 2017, Cemex y los Acreedores, entre otros, suscribieron un contrato de financiación sometido a derecho inglés denominado "*Facilities Agreement*", el cual fue elevado a público en esa misma fecha ante el Notario de Madrid D. Antonio Pérez-Coca Crespo con número 4.008 de su protocolo (tal y como ha sido novado o modificado a lo largo del tiempo, el "**Contrato de Financiación**").

(ii) on 8 November 2012, New Sunward Holding B.V. and Cemex, as pledgors, amongst others, entered into a shares pledge agreement with the intervention of the Notary of Madrid Mr. Rafael Monjo Carrió with number 3,530 of his records (as amended, ratified and extended from time to time, the "**Pledges Agreement**"), by virtue of which, in order to secure all present and future obligations that may be due at any time by any member of the Group to any Secured Party under any Debt Documents (as these terms are defined under the Intercreditor Agreement), Cemex and New Sunward Holding B.V. granted in favour of the Secured Parties several first ranking concurrent rights of pledges over the shares in the Company owned by each of them (the "**Pledges**").

(C) On 19 July 2017, Cemex and the Lenders, among others, entered into an English law governed facilities agreement, which was raised to the status of Spanish public document on that same date before the Notary of Madrid Mr. Antonio Pérez-Coca Crespo under number 4,008 of his official records (as amended or modified from time to time, the "**Facilities Agreement**").

El Contrato de Financiación es un Documento de Deuda (*Debt Document*) a los efectos del Contrato de Relación entre Acreedores y, por consiguiente, las obligaciones derivadas del mismo están garantizadas en virtud de las Prendas.

The Facilities Agreement is a Debt Document in accordance with the Intercreditor Agreement and therefore, the obligations under the Facilities Agreement are secured by the Pledges.

(D) Que con el objeto de optimizar y simplificar la estructura del Grupo, los administradores de Cemex España y de New Sunward Holding B.V. aprobaron un proyecto común de fusión por absorción transfronteriza (el "**Proyecto de Fusión**") en virtud del cual, Cemex España, como sociedad absorbente, procederá a absorber a New Sunward Holding B.V., como sociedad absorbida, con la consiguiente disolución sin liquidación de esta última, atribuyendo a Cemex Operaciones México y Cemex Innovation Holding, por su condición de accionistas de New Sunward Holding B.V., las acciones de Cemex España en proporción a su participación en New Sunward Holding B.V. (la "**Fusión**").

(D) For the purposes of optimizing and simplifying the structure of the Group, the directors of Cemex Spain and New Sunward Holding B.V. authorised a common draft terms of a cross-border merger by absorption (the "**Draft of Merger**") further to which Cemex Spain, as successor company will absorb New Sunward Holding B.V., as transferor company, with the consequent winding-up without liquidation of New Sunward Holding B.V., allotting the shares of New Sunward Holding B.V. to Cemex Operaciones Mexico and Cemex Innovation Holding, due to their condition of shareholders of New Sunward Holding B.V., pro rata to their holdings in New Sunward Holding B.V. (the "**Merger**").

(E) Que el 26 de octubre de 2020 se publicaron los anuncios del acuerdo de fusión según lo exigido por el artículo 43 de la Ley 3/2009, de 3 de abril de Modificaciones Estructurales, los cuales fueron complementados mediante la publicación, el 23 de noviembre de 2020, de dos anuncios de corrección de errores.

(E) On 26 October 2020 the Merger was published in accordance with article 43 of Law 3/2009, of 3 April, of Structural Modifications (*Modificaciones Estructurales*) and consequently complemented on 23 November 2020 by virtue of two complementary announcements rectifying certain errors.

(F) Que el 30 de noviembre de 2020, New Sunward Holding B.V. y Cemex España otorgaron la escritura pública de la Fusión ante el Notario de Madrid D. Miguel Ruiz-Gallardón García de la Rasilla con número 4161 de su protocolo (la "**Escritura de Fusión**"), la cual fue presentada en el Registro Mercantil de Madrid el 1 de diciembre de 2020 (la "**Fecha de Presentación a Inscripción**").

(F) On 30 November 2020, New Sunward Holding B.V. and Cemex Spain granted the public deed of the Merger was signed before the Notary of Madrid Mr. Miguel Ruiz-Gallardón García de la Rasilla under number 4161 of his official records (the "**Deed of Merger**"), being filed with the Commercial Registry of Madrid on 1 December 2020 (the "**Date of Presentation for Registration**").

(G) Que una vez transcurrido el plazo de oposición de acreedores legalmente establecido, el registrador mercantil competente procederá a inscribir la Escritura de Fusión en el Registro Mercantil (la "**Inscripción de la Escritura de Fusión**"). De conformidad con lo establecido en el artículo 46 de la Ley 3/2009, de 3 de abril de Modificaciones Estructurales, la eficacia de la Fusión se producirá con la Inscripción de la Escritura de Fusión en el Registro Mercantil competente, surtiendo efectos desde la Fecha de Presentación a Inscripción, esto es 1 de diciembre de 2020 (la "**Fecha de Efectividad**").

(G) Once the legal period for opposition of creditors has elapsed, the relevant registrar will register the Deed of Merger with the Commercial Registry (the "**Registration of the Deed of Merger**"). Pursuant to article 46 of Law 3/2009 of 3 April of Structural Modifications (*Modificaciones Estructurales*), the effectiveness of the Merger will occur upon the Registration of the Deed of Merger, being effective as from the Date of Presentation for Registration, this is, 1 December 2020 (the "**Effective Date**").

(H) Que, como consecuencia de la Fusión, las acciones en la Sociedad cuya titularidad ostentaba originalmente New Sunward Holding B.V. quedarán canjeadas de modo que:

(i) Cemex Operaciones México ostentará la titularidad de 591.873.177 acciones de Cemex España, representadas mediante anotaciones en cuenta de 1,17 euros de valor nominal cada una de ellas, representativas del 54,1971% del capital social; y

(ii) Cemex Innovation Holding ostentará la titularidad de 493.364.391 acciones de Cemex España, representadas mediante anotaciones en cuenta de 1,17 euros de valor nominal cada una de ellas, representativas del 45,1768% del capital social.

(H) Further to the Merger, the shares originally held in the Company by New Sunward Holding B.V. will be exchanged so that:

(i) Cemex Operaciones México will hold 591,873,177 shares of Cemex España, represented by book entries, having a face value of EUR 1.17 each, representing 54.1971% of its share capital; and

(ii) Cemex Innovation Holding will hold 493,364,391 shares of Cemex España, represented by book entries, having a face value of EUR 1.17 each, representing 45.1768% of its share capital.

En lo sucesivo, el canje de acciones producido como consecuencia de la Fusión y reflejado en el párrafo anterior será denominado como el "**Canje de Acciones**".

Asimismo, se hace constar que, como consecuencia de la Fusión, parte de las acciones originalmente pignoradas en virtud de las Prendas serán amortizadas de conformidad con lo previsto en el Proyecto de Fusión.

(I) Que, tras el Canje de Acciones, los Pignorantes serán legítimos propietarios de las acciones de Cemex España que se detallan a continuación:

(i) Cemex será titular de 2.050.000 acciones de 1,17 euros de valor nominal cada una (las "**Acciones Parent**"), representativas del 0,1877% del capital social de la Sociedad. Las Acciones Parent están libres de cargas y gravámenes de cualquier tipo (distintos de las Prendas);

(ii) Cemex Operaciones México será titular de 591.873.177 acciones de 1,17 euros de valor nominal cada una (las "**Acciones COM**"), representativas del 54,1971% del capital social de la Sociedad. Las Acciones COM están libres de cargas y gravámenes de cualquier tipo (distintos de las Prendas); y

Hereinafter, the share exchange resulting from the Merger and reflected in the preceding paragraph will be referred to as the "**Share Exchange**".

Likewise, it is expressly stated that, as a consequence of the Merger, part of the shares originally pledged under the Pledges will be amortized as foreseen in the Draft of Merger.

(I) That, after the Share Exchange, the Pledgors will be the legitimate owners of the following shares in Cemex España:

(i) Cemex will own 2,050,000 shares of EUR 1.17 face value each of them (the "**Parent Shares**"), representing 0.1877% of the Company's share capital. The Parent Shares are free of charges and liens of any kind (other than the Pledges);

(ii) Cemex Operaciones México will own 591,873,177 shares of EUR 1.17 face value each of them (the "**COM Shares**"), representing 54.1971% of the Company's share capital. The COM Shares are free of charges and liens of any kind (other than the Pledges); and

(iii) Cemex Innovation Holding será titular de 493.364.391 acciones de 1,17 euros de valor nominal cada una (las "**Acciones CIH**"), representativas del 45,1768% del capital social de la Sociedad. Las Acciones CIH están libres de cargas y gravámenes de cualquier tipo (distintos de las Prendas).

En lo sucesivo, las Acciones Parent, las Acciones COM y las Acciones CIH serán conjuntamente denominadas como las "**Acciones**".

(J) Que, de conformidad con lo establecido en la cláusula 5 del Contrato de Prendas, las Prendas se extenderán y comprenderán cualesquiera títulos, valores, activos o fondos que correspondan a las acciones en el caso de fusión, canje o cualquier operación societaria similar que afecte a la Sociedad.

Como consecuencia de (i) la regulación relativa a la sustitución de activos establecida en el párrafo anterior; (ii) el principio de reipersecutoriedad aplicable a las garantías reales y (iii) el Canje de Acciones, las Acciones continúan pignoradas en su totalidad en favor de las Partes Garantizadas en virtud de las Prendas.

(K) Que, sin perjuicio de la sustitución de activos automática referida en el apartado anterior, las Partes han acordado otorgar el presente contrato de novación subjetiva del Contrato de Prendas (el "**Contrato**") que se regirá por las siguientes

(iii) Cemex Innovation Holding will own 493,364,391 shares of EUR 1.17 face value each of them (the "**CIH Shares**"), representing 45.1768% of the Company's share capital. The CIH Shares are free of charges and liens of any kind (other than the Pledges).

Hereinafter, the Parent Shares, COM Shares and CIH Shares will be jointly referred to as the "**Shares**".

(J) Pursuant to clause 5 of the Pledges Agreement, the Pledges shall extend to comprise any shares, securities, assets or funds which correspond to the shares in the event of merger, share exchange or similar corporate transactions affecting the Company.

Consequently to (i) the replacement of assets referred to above; (ii) the *in rem* security principle of "*reipersecutoriedad*" and (iii) the Share Exchange, all the Shares remain pledged in favour of the Secured Parties by virtue of the Pledges.

(K) Without prejudice to the automatic replacement of assets referred to above, the Parties have agreed to enter into this subrogation of Pledges Agreement (the "**Agreement**") in accordance with the following

ESTIPULACIONES

1. **CONDICIÓN SUSPENSIVA**

Las Partes acuerdan expresamente que la validez y eficacia del presente Contrato queda sujeta a la plena efectividad de la Fusión, i.e., a la Inscripción de la Escritura de Fusión en el Registro Mercantil, desplegando plenamente sus efectos con carácter retroactivo desde la Fecha de Presentación a Inscripción, esto es, la Fecha de Efectividad (incluida).

2. **INTERPRETACIÓN Y DEFINICIONES**

Salvo que en este documento se establezca lo contrario, los términos en mayúsculas que se incluyen en este Contrato tendrán el significado que a los mismos se atribuye en el Contrato de Prendas.

Las Partes acuerdan y hacen constar que este Contrato no modifica los términos y condiciones del Contrato de Financiación o del Contrato de Relación entre Acreedores. Además, este Contrato quedará sujeto a los términos del Contrato de Relación entre Acreedores y, en caso de cualquier inconsistencia, el Contrato de Relación entre Acreedores prevalecerá entre las partes de este Contrato y del Contrato de Relación entre Acreedores y siempre que lo permita la ley aplicable.

3. **NOVACIÓN SUBJETIVA Y RATIFICACIÓN DE LAS PRENDAS**

3.1 Las Partes hacen constar formalmente que, como consecuencia de la Fusión:

(i) Cemex Operaciones México y Cemex Innovation Holding se han subrogado en la posición de New Sunward Holding B.V. como Pignorantes bajo el Contrato de Prendas;

(ii) las Acciones están pignoradas en su totalidad en virtud de las Prendas y de conformidad con los términos previstos en el Contrato de Prendas; y

CLAUSES

1. **CONDITION PRECEDENT**

The Parties expressly agree that the validity and effectiveness of this Agreement is subject to the full effectiveness of the Merger, i.e., the Registration of the Deed of Merger with the Commercial Registry, and being fully effective retroactively as from the Date of Presentation for Registration, this is, the Effective Date (included).

2. **INTERPRETATION AND DEFINITIONS**

Unless a contrary indication appears, capitalised terms included in this Agreement shall have the same meanings given to them in the Pledges Agreement.

The Parties hereby agree that this Agreement shall not in any way prejudice or affect the terms and conditions contained in the Facilities Agreement or the Intercreditor Agreement. Further, this Agreement shall be subject to the terms of the Intercreditor Agreement and in the event of any inconsistencies, the Intercreditor Agreement shall prevail amongst the parties hereto and thereto and as permitted by applicable law.

3. **SUBROGATION AND RATIFICATION OF THE SHARES PLEDGES**

3.1 The Parties expressly represent that further to the Merger:

(i) Cemex Operaciones México and Cemex Innovation Holding have been subrogated into the contractual position of New Sunward Holding B.V. as pledgors under the Pledges Agreement;

(ii) all the Shares are pledged by virtue of the Pledges in accordance with the terms set forth in the Pledges Agreement; and

(iii) Cemex Operaciones México y Cemex Innovation Holding aceptan íntegramente las Prendas, las cuales continúan estando plenamente en vigor sobre las Acciones.

3.2 Como consecuencia de lo anterior, las referencias en el Contrato de Prendas a:

(i) el "Pignorante" o los "Pignorantes" se entenderán realizadas a Cemex, Cemex Operaciones México y Cemex Innovation Holding; y

(ii) las "Acciones" se entenderán realizadas a las Acciones tras el Canje de Acciones (tal y como se define en el Expositivo (H) anterior).

3.3 En virtud del presente Contrato:

3.3.1 El primer párrafo de la cláusula 5.1 (*Sustitución de activos*) del Contrato de Prendas es modificado para quedar de la siguiente manera:

"Las Prendas se extenderán y comprenderán cualesquiera títulos, valores, activos (materiales o inmateriales) o fondos que sustituyan o correspondan a las Acciones en el caso de fusión, escisión, disolución, ampliación o reducción de capital, conversión o canje, transformación o cualesquiera otras operaciones societarias similares que afecten a la

(iii) Cemex Operaciones México and Cemex Innovation Holding accept the Pledges in full, which shall remain in place as valid security over the Shares.

3.2 As a consequence of the above, the references in the Pledges Agreement to:

(i) the "Pledgor" or the "Pledgors" shall be deemed made to Cemex, Cemex Operaciones México and Cemex Innovation Holding; and

(ii) the "Shares" shall be deemed made to the Shares after the Share Exchange (as defined in Exhibit (H) above).

3.3 By virtue of this Agreement:

3.3.1 The first paragraph of clause 5.1 (*Replacement of assets*) of the Pledges Agreement is hereby modified to read as follows:

"The Pledges created herein shall extend to comprise any shares, securities, assets (tangible or intangible) or funds which substitute or correspond to the Shares in the event of merger, winding up, capital increase or reduction, conversion or share swap, transformation, de-merger or any other similar corporate transactions affecting the Company or the Shares such

Sociedad o a las Acciones de manera que no se reduzca por debajo de (y por lo tanto permanezca en todo momento pignorado) el porcentaje de capital social de la Sociedad previsto en la Clásuula 22.28 (Transaction Security) del Contrato de Financiación. Las referencias a las Acciones en este Contrato serán aplicables a los valores, activos o fondos que en el futuro las sustituyan o correspondan"

that the value of the Pledges (in terms of percentage of the capital stock of the Company) is not reduced below (and therefore remains pledged at all times) the percentage of the capital stock of the Company foreseen in Clause 22.28 (Transaction Security) of the Facilities Agreement. Hereinafter, any reference to the Shares in this Agreement shall extend to comprise any right, securities, assets or funds that may correspond or in future substitute to the Shares."

3.3.2 El segundo párrafo de la cláusula 5.2 (*Ampliaciones de capital*) del Contrato de Prendas es modificado para quedar de la siguiente manera:

"Los Pignorantes se comprometen a realizar todos los actos y formalizar cuantos documentos sean necesarios para que las Prendas se extiendan a las nuevas acciones de la Sociedad emitidas y suscritas por el Pignorante, con objeto de que el valor de las Prendas (en términos de porcentaje de participación en el capital de la Sociedad) no se reduzca por debajo de (y por lo tanto permanezca en todo momento pignorado) el porcentaje de capital social de la Sociedad previsto en la Clásuula 22.28 (Transaction Security) del Contrato de Financiación."

3.3.2 The second paragraph of clause 5.2 (*Increase of share capital*) of the Pledges Agreement is hereby modified to read as follows:

"The Pledgors undertake to do all things and execute all documents as may be necessary in order for the Pledges to be extended to such newly-issued shares of the Company subscribed by the Pledgor, in order to avoid that the value of the Pledges (in terms of percentage of the capital stock of the Company) is not reduced below (and therefore remains pledged at all times) the percentage of the capital stock of the Company foreseen in Clause 22.28 (Transaction Security) of the Facilities Agreement."

3.4 Asimismo, en virtud del presente Contrato:

3.4.1 Cemex Operaciones México y Cemex Innovation Holding formalizan la subrogación en la posición contractual de New Sunward Holding B.V. en el Contrato de Prendas;

3.4.2 Cemex Operaciones México y Cemex Innovation Holding asumen como propias y se comprometen expresamente frente a las Partes Garantizadas a cumplir con las obligaciones asumidas por New Sunward Holding B.V. en virtud del Contrato de Prendas; y

3.4.3 los Pignorantes ratifican íntegramente las Prendas constituidas en los términos y condiciones previstos en el Contrato de Prendas de manera que, a excepción de lo previsto en el presente Contrato, los términos y condiciones de dicho Contrato de Prendas no se ven alterados o modificados en modo alguno.

3.5 Las Partes Garantizadas aceptan expresamente la asunción por parte de Cemex Operaciones México y Cemex Innovation Holding de la totalidad de los derechos y obligaciones que le corresponden en virtud del Contrato de Prendas.

4. **DESPLAZAMIENTO POSESORIO**

4.1 Cemex España se compromete a notificar al Depositario (mediante notificación dirigida a la atención y dirección incluida en el ANEXO 3 del presente Contato) de la Inscripción de la Escritura de Fusión en la misma Fecha de Efectividad.

3.4 Likewise, by virtue of this Agreement:

3.4.1 Cemex Operaciones Mexico and Cemex Innovation Holding formalise their subrogation into the contractual position that New Sunward Holding B.V. had in the Pledges Agreement;

3.4.2 Cemex Operaciones Mexico and Cemex Innovation Holding expressly assume and undertake *vis-a-vis* the Secured Parties to fulfil all the obligations assumed, by New Sunward Holding B.V., by virtue of the Pledges Agreement; and

3.4.3 the Pledgors ratify entirely the Pledges pursuant to the terms and conditions set out in the Pledges Agreement and therefore, except as provided herein, the terms and conditions of the Pledges Agreement are not amended, modified or affected.

3.5 The Secured Parties expressly accept the undertaking by Cemex Operaciones Mexico and Cemex Innovation Holding of all the rights and obligations set out in the Pledges Agreement.

4. **DELIVERY OF THE POSSESSION**

4.1 Cemex Spain undertakes to inform the Custodian (by means of a notification delivered to the attention and address included in ANNEX 3 hereto) of the Registration of the Deed of Merger on the Effective Date.

4.2 Asimismo, el Depositario, mediante su comparecencia en el presente Contrato, se da por notificado del otorgamiento del presente Contrato y se compromete a:

4.2.1 en el mismo Día Hábil en que Cemex España comunique al Depositario la Inscripción de la Escritura de Fusión o, si no fuera posible, en el Día Hábil siguiente, inscribir el otorgamiento de la presente novación subjetiva y ratificación de las Prendas en el correspondiente registro de anotaciones en cuenta, inscripción que equivaldrá al desplazamiento posesorio de las Acciones de conformidad con lo previsto en el artículo 12 del Real Decreto Legislativo 4/2015 que aprueba el texto refundido de la Ley del Mercado de Valores y en el artículo 14 del RD 878/2015; y

4.2.2 una vez efectuada la inscripción prevista en el párrafo 4.2.1 anterior, y dentro de los quince (15) Días Hábiles siguientes a la fecha en que hubieran sido notificados de la Inscripción de la Escritura de Fusión, emitir los certificados de prenda correspondientes reflejando (i) los titulares de las Acciones tras la Fusión; (ii) que las Acciones están libres de cargas y gravámenes de cualquier tipo (distintos de las Prendas); y (iii) la subrogación y ratificación de las Prendas (los "**Certificados de Prenda**"), copia de los cuales deberán ser enviados al Notario ante el cual se eleva a público el presente Contrato.

4.2 Likewise, the Custodian, by means of is appearance as a party to this Agreement, acknowledges the execution of this Agreement and hereby undertakes to:

4.2.1 on the same date on which Cemex Spain has informed the Custodian of the Registration of the Deed of Merger or, if not possible, on the following Business Day, record the granting of this subrogation and ratification of the Pledges in the relevant book entries registries. This recording shall be equivalent to the delivery of possession of the Shares pursuant to Article 12 of the Legislative Royal Decree 4/2015 which approves the unified text of the Securities Market Law and Article 14 of RD 878/2015; and

4.2.2 once the recording foreseen in paragraph 4.2.1 above has taken place, within fifteen (15) Business Days as from the date on which the Custodian has been informed of the Registration of the Deed of Merger, issue the corresponding pledge certificates evidencing (i) the new owners of the Shares after the Merger; (ii) that the Shares are free of charges and liens of any kind (other than the Pledges) and (iii) the subrogation and ratification of the Pledges (the "**Pledge Certificates**"), a copy of which shall be delivered to the Notary before which this Agreement is notarised.

4.3 Asimismo, mediante la presente se instruye al Notario ante el cual se eleva a público el presente Contrato para que, en la misma fecha en que reciba los Certificados de Prenda emitidos por el Depositario, los incorpore mediante diligencia al presente Contrato.

5. **DECLARACIONES DE LOS PIGNORANTES**

5.1 Los Pignorantes declaran y manifiestan a favor de las Partes Garantizadas:

5.1.1 Que Cemex Operaciones Mexico y Cemex Innovation Holding son sociedades existentes y válidamente constituidas en sus países de constitución y están inscritas en el correspondientes Registros públicos.

5.1.2 Que la Sociedad es una sociedad existente y válidamente constituida en España y está inscrita en el Registro Mercantil de Madrid.

5.1.3 Que el Depositario es la entidad encargada de los Registros de las Acciones.

4.3 Likewise, the Notary before which this Agreement is notarised is hereby instructed so that, on the date on which he receives the Pledge Certificates referred to above, he adds them to this Agreement by means of a notarial deed (*diligencia*).

5. **REPRESENTATIONS OF THE PLEDGORS**

5.1 The Pledgors represent in favour of the Secured Parties:

5.1.1 That Cemex Operaciones Mexico and Cemex Innovation Holding exist and are validly incorporated under the laws of their jurisdiction of incorporation and are registered with the applicable Public Registries in such jurisdictions.

5.1.2 That the Company exists and is validly incorporated under the laws of Spain and is registered with the Mercantile Registry of Madrid.

5.1.3 That the Custodian is the managing company of the Registries where the Shares are recorded.

5.1.4 Que tienen capacidad para suscribir y cumplir el presente Contrato y han realizado todas las actuaciones necesarias para autorizar el otorgamiento y cumplimiento de este.

5.1.5 Que los derechos reales de prenda constituyen obligaciones válidas de los Pignorantes, exigibles frente a los mismos con arreglo a lo dispuesto en este Contrato y leyes aplicables.

5.1.6 Que la aceptación y cumplimiento por los Pignorantes de las obligaciones contempladas en este Contrato: (a) no contraviene ningún mandato o decisión judicial o administrativa; (b) no entra en conflicto con sus escrituras de constitución o sus estatutos o los de la Sociedad; (c) no se opone a ningún documento, acuerdo o contrato que sea vinculante para los Pignorantes ni para la Sociedad ni (d) requiere autorización, consentimiento, licencia o permiso (a salvo de las correspondientes autorizaciones adoptadas por sus respectivos órganos de administración).

5.1.7 Los Pignorantes ostentan legítimamente la plena propiedad de las Acciones y tienen pleno poder de disposición sobre las mismas (a salvo de las limitaciones establecidas en la cláusula 6 del Contrato de Prendas).

5.1.8 Que las Acciones: (a) no están sometidas a ninguna carga, gravamen o derecho de opción de compra o de venta o restricción estatutaria o contractual a su libre transmisibilidad (distintos de las Prendas); (b) han sido válidamente emitidas por la Sociedad; y (c) están plenamente suscritas y completamente desembolsadas.

5.1.4 That they have the capacity to execute this Agreement and all necessary actions to authorise the execution and performance of this Agreement have been obtained.

5.1.5 That the *in rem* rights of pledges constitute valid and binding obligations to the Pledgors, in accordance with the terms of this Agreement and applicable laws.

5.1.6 That the acceptance and performance by the Pledgors of the obligations set out hereunder: (a) does not contravene any judicial or administrative order or decision; (b) does not contravene their constitutional documents or the Company's in any respect; (c) does not oppose to any document, agreement or contract binding for the Pledgors or the Company; and (d) does not require any authorisation, consent, licence or permit (save for the relevant corporate authorizations adopted by the respective Boards of Directors).

5.1.7 The Pledgors are the owners of the Shares and have the full title to dispose of their respective Shares (save for the limitations set forth in clause 6 of the Pledges Agreement).

5.1.8 That the Shares: (a) are free from any lien, encumbrance, option right or statutory or contractual restriction to their transmission (other than the Pledges); (b) have been validly issued by the Company; and (c) are fully subscribed and paid up.

5.1.9 Que las Acciones pignoradas por los Pignorantes representan el 99,5616% del capital social de la Sociedad.

5.1.9 That the pledged Shares by the Pledgors represent the 99.5616% of the share capital of the Company.

6. **LIMITACIONES DEL PIGNORANTE SUIZO EN EL DERECHO SUIZO**

6. **LIMITATIONS OF THE SWISS PLEDGOR UNDER SWISS LAW**

6.1 Las obligaciones de y el uso del importe obtenido como resultado de la ejecución de cualquier garantía real otorgada por Cemex Innovation Holding (el "**Pignorante Suizo**") en virtud del presente Contrato, el Contrato de Prendas o cualquier otro Documento Financiero (tal como se define en el Contrato de Financiación) en relación con las obligaciones, compromisos, indemnizaciones o responsabilidades de un obligado que no sea el Pignorante Suizo o cualquiera de sus filiales plenamente participadas y controladas (las "**Obligaciones Restringidas**" y cada una de ellas una "**Obligación Restringida**") se limitarán al importe de las Reservas Libres Distribuibles (tal como se definen a continuación) del Pignorante Suizo en el momento en que se solicite el pago, o a la cantidad máxima permitida bajo la legislación suiza aplicable en el momento de solicitar el pago, siempre que dicha limitación sea un requisito en virtud de la legislación aplicable (incluyendo cualquier jurisprudencia) en ese momento y que dicha limitación no libere al Pignorante Suizo de sus obligaciones de manera adicional a lo allí establecido, sino que únicamente posponga la fecha de cumplimiento de las mismas hasta el momento en que se permita el cumplimiento de las obligaciones a pesar de dicha limitación.

6.1 The obligations and liabilities of and the aggregate use of proceeds from the enforcement of any security interest granted by Cemex Innovation Holding (the "**Swiss Pledgor**") under this Agreement, the Pledges Agreement or any other Finance Document (as defined in the Facilities Agreement) in relation to the obligations, undertakings, indemnities or liabilities of an obligor other than the Swiss Pledgor or any of its fully owned and controlled subsidiaries (the "**Restricted Obligations**" and each a "**Restricted Obligation**") shall be limited to the amount of the Swiss Pledgor's Free Reserves Available for Distribution (as defined below) at the time payment is requested, or the maximum amount permitted by Swiss law applicable at the time payment is requested, provided that such limitation is a requirement under applicable law (including any case law) at that point in time and that such limitation shall not free the Swiss Pledgor from its obligations in excess thereof, but merely postpone the performance date until such time as performance is permitted notwithstanding such limitation.

6.2 A los efectos de la presente cláusula 6, se entenderá por “Reservas Libres Distribuibles” una cantidad igual al importe máximo que el Pignorante Suizo pueda pagar como dividendo a su(s) accionista(s) (siendo el beneficio del balance del año hasta la fecha y cualquier reserva de libre disposición disponibles a estos efectos, en cada caso de conformidad con la legislación suiza aplicable).

6.3 Tan pronto como sea razonablemente posible después de haber sido requerido para cumplir con una Obligación Restringida, el Pignorante Suizo deberá, si no puede cumplir con la cantidad total de las Obligaciones Restringidas, proporcionar al Agente de Garantías (i) un balance provisional estatutario auditado por los auditores legales del Pignorante Suizo en el que se establezcan las Reservas Libres Distribuibles y (ii) una confirmación emitida por el asesor jurídico o fiscal del Pignorante Suizo sobre el tipo de retención aplicable en Suiza en ese momento a cualquier pago por parte del obligado de una Obligación Restringida o a cualquier importe obtenido como resultado de la ejecución de una garantía real que garantice una Obligación Restringida a los efectos del párrafo 6.4, pagando inmediatamente a continuación, el menor de los siguientes importes: (i) la Obligación Restringida y (ii) la cantidad correspondiente a las Reservas Libres Distribuibles o la cantidad máxima permitida por la legislación suiza aplicable en el momento en que se solicite el pago al Agente de Garantías (a excepción de lo previsto a continuación).

6.2 For the purpose of this clause 6, “Free Reserves Available for Distribution” means an amount equal to the maximal amount in which the Swiss Pledgor can make a dividend payment to its shareholder(s) (being the year to date balance sheet profit and any freely disposable reserves available for this purpose, in each case in accordance with applicable Swiss law).

6.3 As soon as reasonably practicable after having been requested to discharge a Restricted Obligation, the Swiss Pledgor shall, if it cannot discharge the full amount of the Restricted Obligations, provide the Security Agent with (i) an interim statutory balance sheet audited by the statutory auditors of the Swiss Pledgor setting out the Free Reserves Available for Distribution and (ii) a confirmation issued by such Swiss Pledgor’s legal or tax counsel as to the rate of Swiss withholding tax then applicable to any payment by the obligor of a Restricted Obligation or to any enforcement proceeds of a security interest securing a Restricted Obligation for the purpose of paragraph 6.4 below, promptly thereafter, pay the lesser of (i) the Restricted Obligation and (ii) the amount corresponding to the Free Reserves Available for Distribution or the maximum amount permitted by Swiss law applicable at the time payment is requested to the Security Agent (save to the extent provided below).

6.4 Con respecto a las Obligaciones Restringidas, el Pignorante Suizo deberá:

(i) si, y en la medida en que lo exija la legislación aplicable en vigor en el momento de que se trate:

(A) sujeto a cualquier tratado para evitar la doble imposición aplicable, deducir la retención aplicable en Suiza al tipo del 35% (o cualquier otro tipo que esté en vigor en ese momento) de que cualquier pago que realice;

(B) pagar cualquier tipo de deducción a la Administración Fiscal Suiza;

(C) notificar y aportar pruebas al Agente de Garantías de que la retención aplicable en Suiza ha sido pagado a la Administración Fiscal Suiza; y

(ii) en la medida en que se efectúe dicha deducción, no se exigirá al Pignorante Suizo hacer *gross-up*, indemnizar o de cualquier otra forma mantener indemne a las Partes Garantizadas por la deducción de la retención aplicable en Suiza, a pesar de que se establezca lo contrario en los Documentos Financieros, a no ser que el *gross-up* esté permitido bajo las leyes de Suiza en vigor en ese momento y **siempre que** esto no limite de ninguna manera las obligaciones de cualquier Pignorante no suizo bajo los Documentos Financieros para indemnizar a las Partes Garantizadas con respecto a la deducción de la retención aplicable en Suiza, incluyendo, sin limitación, de conformidad con la cláusula 13 del Contrato de Financiación (*Tax Gross-Up and Indemnities*).

6.4 In respect of the Restricted Obligations, the Swiss Pledgor shall:

(i) if and to the extent required by applicable law in force at the relevant time:

(A) subject to any applicable double taxation treaties, deduct Swiss withholding tax at the rate of 35 per cent. (or such other rate as is in force at that time) from any payment made by it;

(B) pay any such deduction to the Swiss Federal Tax Administration;

(C) notify and provide evidence to the Security Agent that the Swiss withholding tax has been paid to the Swiss Federal Tax Administration; and

(ii) to the extent such deduction is made, not be required to make a gross-up, indemnify or otherwise hold harmless the Secured Parties for the deduction of the Swiss withholding tax notwithstanding anything to the contrary contained in the Finance Documents, unless grossing up is permitted under the laws of Switzerland then in force and **provided that** this should not in any way limit any obligations of any non-Swiss Pledgors under the Finance Documents to indemnify the Secured Parties in respect of the deduction of the Swiss withholding tax, including, without limitation, in accordance with clause 13 of the Facilities Agreement (*Tax Gross-Up and Indemnities*).

6.5 Con respecto a las Obligaciones Restringidas, si así lo exige la legislación aplicable (incluidos los tratados fiscales), en cualquier momento en que el Agente de Garantías esté ejecutando garantías reales otorgadas por el Pignorante Suizo, una vez que el Agente de Garantías haya recibido todos los importes obtenidos como resultado de dicha ejecución de la garantía, deberá notificar a la mayor brevedad al Pignorante Suizo del importe que resulta de dicha ejecución, y el Pignorante Suizo:

(i) deberá realizar sus mejores esfuerzos para asegurar que el importe obtenido como resultado de cualquier ejecución pueda utilizarse sin deducción de la retención aplicable en Suiza o con una deducción de la retención aplicable en Suiza a un tipo reducido, eximiendo de la responsabilidad bajo ese impuesto mediante una notificación (*Meldever-fahren*) con arreglo a la legislación aplicable (tratados fiscales incluidos) en lugar del pago del impuesto, y

(ii) deberá notificar sin demora al Agente de Garantías de que se ha hecho esa notificación o, en su caso, que es posible la deducción a un tipo reducido, y proporcionar al Agente de Garantías evidencia de que se ha hecho esa notificación a la Administración Fiscal Suiza o, en su caso, que es posible la deducción de esos impuestos a un tipo reducido.

6.5 In respect of the Restricted Obligations, if so required under applicable law (including tax treaties) at any time when the Security Agent is enforcing security interests granted by the Swiss Pledgor, once the Security Agent is satisfied that it has received all disposal proceeds from such enforcement of the security, it shall promptly notify the Swiss Pledgor of the amount of proceeds from such enforcement, and such Swiss Pledgor:

(i) shall use its best efforts to ensure that the proceeds of any such enforcement can be used without deduction of Swiss withholding tax, or with deduction of Swiss withholding tax at a reduced rate, by discharging the liability to such tax by notification (*Meldever-fahren*) pursuant to applicable law (including tax treaties) rather than payment of the tax, and

(ii) shall promptly notify the Security Agent that such notification has been made or, as the case may be, deduction at a reduced rate is possible, and provide the Security Agent with evidence that such a notification of the Swiss Federal Tax Administration has been made or, as the case may be, such taxes may be deducted at a reduced rate.

En la medida en que no se disponga del procedimiento de notificación al que se hace referencia en el párrafo anterior, el Pignorante Suizo deberá:

(A) dentro de los 20 días hábiles siguientes a la notificación por el Agente de Garantías del importe obtenido como resultado de cualquier ejecución de conformidad con el presente párrafo 6.5, notificar al Agente de Garantías que la retención aplicable en Suiza es adeudada por el Pignorante Suizo; y

(B) proporcionar al Agente de Garantías toda la información pertinente necesaria o razonablemente solicitada por el Agente de Garantías para hacer la deducción pertinente, incluyendo, pero no limitado a la cuantía de dicha deducción que deba practicarse (entendiéndose por las Partes que el Agente de Garantías tendrá el derecho, pero no la obligación, de determinar dicha cuantía, si la hubiere, de conformidad con los términos del Contrato de Relación entre Acreedores, y en particular, pero sin limitación, de conformidad con la cláusula 11.7 (*Security Agent's actions*) y el párrafo c) de la cláusula 11.8 (*Security Agent's discretions*) de dicho contrato, después de lo cual, el Agente de Garantías (actuando bajo las instrucciones del Grupo de Instrucción (*Instructing Group*) (tal como se define en el Contrato de Relación entre Acreedores)) deducirá la retención aplicable en Suiza en la cantidad en que se le notifique o que se determine de conformidad con el párrafo 6.5(ii) supra del importe obtenido como resultado de la ejecución y pagará dicho importe a la Administración Fiscal Suiza en satisfacción del pago de la retención aplicable en Suiza adeudada por el Pignorante Suizo en relación con dicho importe obtenido como resultado de la ejecución, siempre que, no obstante, el Agente de Garantías no asuma ninguna responsabilidad ante ninguna persona en relación con la deducción o los pagos realizados por el Agente de Garantías de conformidad con el presente párrafo 6.5, con algún incumplimiento por parte de Pignorante Suizo de su obligación aquí contenida o en relación con cualquier incumplimiento por el Agente de Garantías de determinar la cantidad de la deducción que debe realizarse en la medida en que no le haya sido notificada por el Pignorante Suizo.

To the extent a notification procedure referred to in the preceding paragraph is not available, the Swiss Pledgor shall:

(A) within 20 Business Days after the notification by the Security Agent of the amount of proceeds from any enforcement in accordance with this paragraph 6.5 notify the Security Agent that Swiss withholding tax is due by the Swiss Pledgor; and

(B) provide the Security Agent with all relevant information necessary or reasonably requested by the Security Agent to make the relevant deduction including, but not limited to, the amount of such deduction to be made (it being understood by the Parties hereto that the Security Agent shall have the right but not the obligation to determine such amount, if any, pursuant to the terms of the Intercreditor Agreement, and in particular, but not limited to, pursuant to clause 11.7 (*Security Agent's actions*) and paragraph (c) of clause 11.8 (*Security Agent's discretions*) thereof), whereupon the Security Agent (acting on the instructions of an Instructing Group (as defined in the Intercreditor Agreement)) shall deduct the Swiss withholding tax in the amount notified to it or determined by it in accordance with paragraph 6.5(ii) above from the enforcement proceeds and shall pay such amount to the Swiss Federal Tax Administration in satisfaction of the Swiss withholding tax payment due by the Swiss Pledgor in relation to such enforcement proceeds, provided, however, that the Security Agent will not assume any liabilities to any person in connection with the deduction or payments made by the Security Agent pursuant to this paragraph 6.5, any failure by the Swiss Pledgor to comply with its obligation hereunder or in connection with any failure by the Security Agent to determine such amount of the deduction to be made to the extent not notified to it by the Swiss Pledgor.

6.6 El Pignorante Suizo debe realizar todos los esfuerzos razonables para procurar que toda persona que tenga derecho a la devolución total o parcial de cualquier retención aplicable en Suiza pagada con arreglo a los párrafos 6.4 o 6.5 supra lo haga, tan pronto como sea razonablemente posible después de la deducción de la retención aplicable en Suiza: (1) solicite un reembolso de la retención aplicable en Suiza en virtud de cualquier ley aplicable (incluidos los tratados para evitar la doble imposición) y (2) pague al Agente de Garantías, una vez recibido el importe reembolsado. El Agente de Garantías, previa solicitud por escrito y (siempre que sea razonable) a cargo del Pignorante Suiza, tomará todas las medidas razonables para cooperar con el Pignorante Suizo para obtener dicho reembolso.

6.6 The Swiss Pledgor shall use all reasonable efforts to procure that any person which is entitled to a full or partial refund of any Swiss withholding tax paid pursuant to paragraphs 6.4 or 6.5 above will, as soon as reasonably practicable after the deduction of the Swiss withholding tax: (1) request a refund of the Swiss withholding tax under any applicable law (including double taxation treaties) and (2) pay to the Security Agent upon receipt any amount so refunded. The Security Agent shall, at the prior written request and (so long as reasonable) cost of the Swiss Pledgor, take all reasonable steps to cooperate with the Swiss Pledgor to secure such refund.

6.7 El Pignorante Suizo tomará, y hará que se tomen, tan pronto como sea razonablemente posible, todas y cada una de otras medidas, incluida, sin limitación, la aprobación de cualquier acuerdo de los socios para aprobar cualquier pago u otro cumplimiento en virtud de los Documentos Financieros y la recepción de cualquier confirmación de los auditores del Pignorante Suizo, ya sea a raíz de una solicitud de cumplimiento de una Obligación Restringida o que pueda exigirse como cuestión de derecho Suizo imperativo en vigor en el momento en que se requiera hacer un pago o cumplir otras obligaciones en virtud de los Documentos Financieros para permitir un pronto pago o cumplimiento de otras obligaciones en virtud de los Documentos Financieros.

6.7 The Swiss Pledgor will take, and cause to be taken as soon as reasonably practicable, all and any other action, including, without limitation, the passing of any shareholders' resolutions to approve any payment or other performance under the Finance Documents and the receipt of any confirmations from the Swiss Pledgor's auditors, whether following a request to discharge a Restricted Obligation or which may be required as a matter of mandatory Swiss law in force at the time it is required to make a payment or perform other obligations under the Finance Documents in order to allow a prompt payment or performance of other obligations under the Finance Documents.

6.8 Si la ejecución de las Obligaciones Restringidas se limitara debido a los efectos mencionados en esta cláusula 6 y si algún activo del Pignorante Suizo tuviera un valor contable inferior a su valor de mercado (un "**Activo Infravalorado**"), el Pignorante Suizo deberá, en la medida en que lo permitan la legislación aplicable y sus normas de contabilidad: (i) recoger el valor contable de ese Activo Infravalorado de manera que su balance refleje un valor contable igual al valor de mercado de dicho Activo Infravalorado, y ii) hacer esfuerzos razonables para realizar el Activo Infravalorado por una cantidad que sea al menos igual al valor de mercado de dicho activo. Sin perjuicio de los derechos del Agente de Garantías en virtud de los Documentos Financieros, el Pignorante Suizo sólo estará obligado a realizar un Activo Infravalorado si dicho activo no es necesario para el negocio del Pignorante Suizo (*nicht betriebsnotwendig*).

6.8 If the enforcement of the Restricted Obligations would be limited due to the effects referred to in this clause 6 and if any asset of the Swiss Pledgor has a book value that is less than its market value (an "**Undervalued Asset**"), the Swiss Pledgor shall, to the extent permitted by applicable law and its accounting standards (i) write up the book value of such Undervalued Asset such that its balance sheet reflects a book value that is equal to the market value of such Undervalued Asset, and (ii) make reasonable efforts to realize the Undervalued Asset for a sum which is at least equal to the market value of such asset. Without prejudice to the rights of the Security Agent under the Finance Documents, the Swiss Pledgor will only be required to realize an Undervalued Asset if such asset is not necessary for the Swiss Pledgor's business (*nicht betriebsnotwendig*).

7. TRIBUTOS Y GASTOS

Serán por cuenta de los Pignorantes cuantos tributos, tasas, gravámenes, aranceles, timbres, corretajes y gastos, de la naturaleza que sean (incluidos los honorarios del Notario que interviene en el otorgamiento del presente Contrato y los del mantenimiento de los registros contables de las Acciones) se originen, ahora o en el futuro, por causa del otorgamiento, de la extensión, conservación, modificaciones, cancelación y ejecución de las Prendas de acuerdo con los términos de este Contrato y cualesquiera otros gastos u honorarios de abogados y procuradores y tasas y/o costas judiciales que puedan originarse a las Partes Garantizadas por causa del incumplimiento por los Pignorantes de sus obligaciones bajo este Contrato.

7. TAXES AND EXPENSES

All present and future taxes, fees and expenses of any nature whatsoever (including the fees of the Notary attesting and before whom this Agreement is granted and those connected with the maintenance of the registries of book entries where the Shares are recorded) arising out of the execution, extension, maintenance, amendments, cancellation and enforcement of the Pledges in accordance with this Agreement as well as any other fees or expenses of legal advisors and *procuradores* and the judicial costs in which the Secured Parties may incur as a consequence of the breach by the Pledgors of any of its obligations hereunder, shall be borne by the Pledgors.

8. **NOTIFICACIONES**

Las Partes efectuarán todas las notificaciones relativas a este Contrato de conformidad con el Contrato de Prendas.

9. **SUBSANACIÓN O COMPLEMENTO DEL CONTRATO**

Los Pignorantes deberán, dentro de los diez (10) Días Hábiles siguientes a la recepción de una notificación por escrito del Agente de Garantías, otorgar cuantos documentos públicos o privados sean necesarios a los efectos de subsanar o aclarar este Contrato, o a los efectos de perfeccionar las Prendas.

10. **DOCUMENTO PÚBLICO**

Las Partes suscriben y elevan a público el presente Contrato ante el Notario de Madrid, D. Antonio Pérez-Coca Crespo.

11. **LEY Y JURISDICCIÓN**

11.1 Este Contrato se regirá e interpretará de conformidad con la legislación española.

11.2 Las Partes, con renuncia expresa a cualquier otro fuero, se someten expresa e irrevocablemente al de los Juzgados y Tribunales de la ciudad de Madrid, para cualesquiera desavenencias que pudieran derivarse de este Contrato.

8. **NOTICES**

All notices to be delivered between the parties in connection with this Agreement shall be made in accordance with the Pledges Agreement.

9. **FURTHER ASSURANCES**

The Pledgors shall, within ten (10) Business Days of receipt of a written request from the Security Agent, grant all such documents (private or public) as may be necessary to clarify any term of this Agreement or perfect the Pledges.

10. **PUBLIC DOCUMENT**

The Parties execute and raise to public document status this Agreement in front of the Notary of Madrid, Mr. Antonio Pérez-Coca Crespo.

11. **LAW AND JURISDICTION**

11.1 This Agreement will be governed by and construed in accordance with Spanish law.

11.2 Each of the parties to this Agreement irrevocably submits themselves, with express waiver to any other forum, to the jurisdiction of the Courts and Tribunals of the city of Madrid for the resolution of any claim which may arise out of in connection with this Agreement.

12. **IDIOMA**

El presente Contrato se redacta en idioma inglés y en idioma español. En caso de discrepancia o incongruencia entre la versión redactada en inglés y la redactada en español, prevalecerá la versión española. La versión inglesa tiene carácter meramente informativo.

12. **LANGUAGE**

This Agreement is executed in both the Spanish and the English language. In the event of any discrepancy or inconsistency between the Spanish and the English versions, the Spanish version shall prevail. The English version is intended for information purposes only.

/s/ Antonio Iván Sánchez Ugarte
Mr. Antonio Iván Sánchez Ugarte

CEMEX, S.A.B. DE C.V.
CEMEX OPERACIONES MÉXICO, S.A. DE C.V.
CEMEX INNOVATION HOLDING LTD.
CEMEX ESPAÑA, S.A.

/s/ Juan Bosco Eguilior Monfort
Mr. Juan Bosco Eguilior Monfort

/s/ Miguel Castillo Rodríguez
Mr. Miguel Castillo Rodríguez

BANCO BILBAO VIZCAYA ARGENTARIA, S.A. (como Depositario y Acreedor / as Custodian and Lender)
BBVA BANCOMER, S.A. INSTITUCIÓN DE BANCA MÚLTIPLE, GRUPO FINANCIERO BBVA BANCOMER

/s/ Daniela Salime Reyes Sosa
Ms. Daniela Salime Reyes Sosa

WILMINGTON TRUST (LONDON) LIMITED
asimismo, en nombre y representación de los ACREEDORES GARANTIZADOS

ANEXO 1
ACREEDORES COMPARECIENTES / APPEARING LENDERS

1. Banco Bilbao Vizcaya Argentaria, S.A.
2. BBVA Bancomer, S.A. Institución de Banca Múltiple, Grupo Financiero BBVA Bancomer

ANEXO 2
ACREEDORES NO COMPARECIENTES / NON-APPEARING LENDERS

1. Banco Mercantil del Norte, S.A. Institución de Banca Múltiple, Grupo Financiero Banorte
2. Banco Nacional de Comercio Exterior, S.N.C.
3. Banco Nacional de México, S.A., Integrante del Grupo Financiero Banamex
4. Banco Sabadell, S.A., Institución de Banca Múltiple
5. Banco Santander, S.A.
6. Banco Santander México, S.A., Institución de Banca Múltiple, Grupo Financiero Santander México
7. Bank of America N.A., London Branch
8. Bayerische Landesbank, New York Branch
9. BNP Paribas, acting through its New York Branch
10. BNP Paribas, S.A., Sucursal en España
11. Citibank N.A., International Banking Facility
12. Crédit Agricole Corporate and Investment Bank
13. Crédit Industriel et Commercial, London Branch
14. Export Development Canada
15. HSBC France, Sucursal en España
16. HSBC México, S.A., Institución de Banca Múltiple, Grupo Financiero HSBC
17. ING Bank N.V., Dublin Branch
18. Intesa San Paolo S.p.A., New York Branch
19. JP Morgan Chase Bank N.A.
20. Mizuho Bank Ltd
21. National Westminster Bank Plc
22. Société Générale
23. Sumitomo Mitsui Banking Corporation

ANEXO 3
DATOS A EFECTOS DE NOTIFICACIONES DEL DEPOSITARIO / NOTICE DETAILS OF THE CUSTODIAN

c014480l@bbva.com (a la atención de Elena Ayuso)

miguel.castillo@bbva.com

pablo.mon@bbva.com

Exhibit 4.19

CEMEX, S.A.B. de C.V.,

THE NOTE GUARANTORS PARTY HERETO

AND

THE BANK OF NEW YORK MELLON,

AS TRUSTEE

7.375% SENIOR SECURED NOTES DUE 2027 INDENTURE

(U.S.$ Denominated Notes)

Dated as of June 5, 2020

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INDENTURE, dated as of June 5, 2020, among CEMEX, S.A.B. de C.V., a publicly traded variable stock corporation (*sociedad anónima bursátil de capital variable*) organized under the laws of the United Mexican States (the "Issuer"), the guarantors listed on Schedule I hereto, as guarantors of the Issuer's obligations under this Indenture and the Notes and The Bank of New York Mellon, as trustee (the "Trustee").

Each party agrees as follows for the benefit of the other parties and for the equal and ratable benefit of the Holders of the Issuer's 7.375% Senior Secured Notes due 2027 issued hereunder.

ARTICLE I

DEFINITIONS AND INCORPORATION BY REFERENCE

Section 1.1 Definitions.

"2017 Facilities Agreement" means the facilities agreement, dated as of July 19, 2017 (as amended or restated on April 2, 2019, November 4, 2019 and May 22, 2020), entered into among the Issuer and certain of its Subsidiaries, the financial institutions party thereto as original lenders, Citibank Europe PLC, UK Branch, as agent, and the Security Agent, as such agreement, in whole or in part, in one or more instances, may be amended, supplemented, waived or otherwise modified from time to time, and, if designated by the Issuer to be included in the definition of "2017 Facilities Agreement," such agreement as renewed, extended, substituted, refinanced, restructured or replaced (including, in each case, by means of one or more credit agreements, note purchase agreements or sales of debt securities to institutional investors whether with the original agents and lenders or otherwise and including, without limitation, any successive renewals, extensions, substitutions, refinancings, restructurings, replacements, supplementations or other modifications of the foregoing) and including, without limitation, to increase the amount of available borrowing thereunder or to add additional borrowers or guarantors or otherwise.

"2017 Facilities Agreement Indebtedness" means the Indebtedness that is subject to and outstanding under the 2017 Facilities Agreement.

"Acquired Indebtedness" means Indebtedness of a Person or any of its Subsidiaries existing at the time such Person becomes a Restricted Subsidiary or at the time it merges or consolidates with the Issuer or any of its Restricted Subsidiaries or is assumed in connection with the acquisition of assets from such Person. Such Indebtedness will be deemed to have been Incurred at the time such Person becomes a Restricted Subsidiary or at the time it merges or consolidates with the Issuer or a Restricted Subsidiary or at the time such Indebtedness is assumed in connection with the acquisition of assets from such Person.

"Acquired Subsidiary" means any Subsidiary acquired by the Issuer or any other Subsidiary after the Issue Date in an Acquisition, and any Subsidiaries of such Acquired Subsidiary on the date of such Acquisition.

"Acquiring Subsidiary" means any Subsidiary formed by the Issuer or one of its Subsidiaries solely for the purpose of participating as the acquiring party in any Acquisition, and any Subsidiaries of such Acquiring Subsidiary acquired in such Acquisition.

"Acquisition" means any merger, consolidation, acquisition or lease of assets, acquisition of securities or business combination or acquisition, or any two or more of such transactions, if, upon the completion of such transaction or transactions, the Issuer or any Restricted Subsidiary thereof has acquired an interest in any Person who would be deemed to be a Restricted Subsidiary under this Indenture and was not a Restricted Subsidiary prior thereto.

"Additional Amounts" has the meaning assigned to it in Section 3.21(b).

"Additional Note Certificate" has the meaning assigned to it in Section 2.14(b).

"Additional Note Guarantors" means New Sunward Holding B.V. and CEMEX Concretos, S.A. de C.V.

"Additional Note Supplemental Indenture" means a supplement to this Indenture duly executed and delivered by the Issuer, each Note Guarantor and the Trustee pursuant to Article IX providing for the issuance of Additional Notes.

"Additional Notes" has the meaning assigned to it in Section 2.14(a).

"Affiliate" means, with respect to any specified Person, any other Person who directly or indirectly through one or more intermediaries controls, or is controlled by, or is under common control with, such specified Person. The term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise. For purposes of this definition, the terms "controlling," "controlled by" and "under common control with" have correlative meanings.

"Affiliate Transaction" has the meaning assigned to it in Section 3.18(a).

"Agent Members" has the meaning assigned to it in Section 2.7(b).

"Agents" means, collectively, the Registrar, any co-Registrar, the Paying Agents, the Transfer Agent and any other agent appointed by the Issuer hereunder.

"Applicable Procedures" means, with respect to any transfer or exchange of or for beneficial interests in a Global Note, the rules and procedures of DTC, Euroclear and Clearstream, as the case may be, that apply to such transfer or exchange, including the "Operating Procedures of the Euroclear System" and "Terms and Conditions Governing Use of Euroclear" of Euroclear and the "General Terms and Conditions of Clearstream Banking" and "Customer Handbook" of Clearstream.

"Asset Sale" means any direct or indirect sale, disposition, issuance, conveyance, transfer, lease (other than an operating lease entered into in the ordinary course of business), assignment or other transfer, including a Sale and Leaseback Transaction (each, a "disposition") by the Issuer or any Restricted Subsidiary of:

(a) any Capital Stock other than Capital Stock of the Issuer; or

(b) any property or assets (other than cash, Cash Equivalents or Capital Stock) of the Issuer or any Restricted Subsidiary;

Notwithstanding the preceding, the following will not be deemed to be Asset Sales:

(1) the disposition of all or substantially all of the assets of the Issuer and its Restricted Subsidiaries as permitted under Section 3.12;

(2) any disposition of equipment that is not usable or is obsolete or worn out equipment in the ordinary course of business or any disposition of inventory or goods (or other assets) held for sale or no longer used in the ordinary course of business;

(3) dispositions of assets with a Fair Market Value not to exceed U.S.$25.0 million in a single transaction or series of related transactions;

(4) for purposes of Section 3.12 only, the making or disposition of a Permitted Investment or Restricted Payment permitted under Section 3.11;

(5) a disposition to the Issuer or a Restricted Subsidiary, including a Person that is or will become a Restricted Subsidiary immediately after the disposition;

(6) the creation of a Lien permitted under this Indenture (other than a deemed Lien in connection with a Sale and Leaseback Transaction);

(7) (i) the disposition of Receivables Assets pursuant to a Qualified Receivables Transaction and (ii) the disposition of other accounts receivable in the ordinary course of business;

(8) the disposition of any asset constituted by a license of intellectual property in the ordinary course of business;

(9) the disposition of inventory pursuant to an Inventory Financing or similar arrangement that is otherwise permitted under this Indenture;

(10) the disposition of any asset compulsorily acquired by a governmental authority; and

(11) sales, transfers and other dispositions of Investments in joint ventures to the extent required by, or made pursuant to, customary buy/sell arrangements between the joint venture parties set forth in joint venture arrangements and similar binding arrangements.

"Asset Sale Offer" has the meaning assigned to it in Section 3.12(c).

"Asset Sale Offer Amount" has the meaning assigned to it in Section 3.12(c).

"Asset Sale Offer Notice" means notice of an Asset Sale Offer made pursuant to Section 3.12, which shall state:

(1) the circumstances of the Asset Sale or Sales, the Net Cash Proceeds of which are included in the Asset Sale Offer, that an Asset Sale Offer is being made pursuant to Section 3.12(c), and that all Notes that are timely tendered will be accepted for payment;

(2) the Asset Sale Offer Amount and the Asset Sale Offer Payment Date, which date shall be a Business Day no earlier than 30 days nor later than 60 days from the date the Asset Sale Offer Notice is mailed (other than as may be required by law);

(3) that any Notes or portions thereof not tendered or accepted for payment will continue to accrue interest;

(4) that, unless the Issuer defaults in the payment of the Asset Sale Offer Amount with respect thereto, all Notes or portions thereof accepted for payment pursuant to the Asset Sale Offer shall cease to accrue interest from and after the Asset Sale Offer Payment Date;

(5) that any Holder electing to have any Notes or portions thereof purchased pursuant to the Asset Sale Offer will be required to surrender such Notes, with the form entitled "Option of Holder to Elect Purchase" on the reverse of such Notes completed, to the Paying Agent at the address specified in the notice prior to the close of business on the third Business Day preceding the Asset Sale Offer Payment Date;

(6) that any Holder shall be entitled to withdraw such election if the Paying Agent receives, not later than the close of business on the second Business Day preceding the Asset Sale Offer Payment Date, a facsimile transmission or letter, setting forth the name of the Holder, the principal amount of Notes delivered for purchase, and a statement that such Holder is withdrawing such Holder's election to have such Notes or portions thereof purchased pursuant to the Asset Sale Offer;

(7) that any Holder electing to have Notes purchased pursuant to the Asset Sale Offer must specify the principal amount that is being tendered for purchase, which principal amount must be U.S.$200,000 and in integral multiples of U.S.$1,000 in excess thereof;

(8) that any Holder of Certificated Notes whose Certificated Notes are being purchased only in part will be issued new Certificated Notes equal in principal amount to the unpurchased portion of the Certificated Note or Notes surrendered, which unpurchased portion will be equal in principal amount to U.S.$200,000 and in integral multiples of U.S.$1,000 in excess thereof;

(9) that the Trustee will return to the Holder of a Global Note that is being purchased in part, such Global Note with a notation on the schedule of increases or decreases thereof adjusting the principal amount thereof to be equal to the unpurchased portion of such Global Note; and

(10) any other information necessary to enable any Holder to tender Notes and to have such Notes purchased pursuant to Section 3.12.

"Asset Sale Offer Payment Date" has the meaning assigned to it in Section 3.12(f).

"Authenticating Agent" has the meaning assigned to it in Section 2.2(b).

"Authorized Agent" has the meaning assigned to it in Section 12.7(c).

"Bankruptcy Event of Default" means:

(1) the entry by a court of competent jurisdiction of: (i) a decree or order for relief in respect of any Bankruptcy Party in an involuntary case or proceeding under any Bankruptcy Law or (ii) a decree or order (A) adjudging any Bankruptcy Party a bankrupt or insolvent, in *concurso mercantil* or *quiebra*, (B) approving as properly filed a petition seeking reorganization, *concurso mercantil*, arrangement, adjustment or composition of, or in respect of, any Bankruptcy Party under any Bankruptcy Law, (C) appointing a Custodian of any Bankruptcy Party or of any substantial part of the property of any Bankruptcy Party, or (D) ordering the winding-up or liquidation of the affairs of any Bankruptcy Party, and in each case, the continuance of any such decree or order for relief or any such other decree or order unstayed and in effect for a period of 60 consecutive calendar days; or

(2) (i) the commencement by any Bankruptcy Party of a voluntary case or proceeding under any Bankruptcy Law or of any other case or proceeding to be adjudicated a bankrupt or insolvent, in *concurso mercantil* or *quiebra*, (ii) the consent by any Bankruptcy Party to the entry of a decree or order for relief in respect of such Bankruptcy Party in an involuntary case or proceeding under any Bankruptcy Law or to the commencement of any bankruptcy or insolvency case or proceeding against any Bankruptcy Party, (iii) the filing by any Bankruptcy Party of a petition or answer or consent seeking reorganization, *concurso mercantil*, or relief under any Bankruptcy Law, (iv) the consent by any Bankruptcy Party to the filing of such petition or to the appointment of or taking possession by a Custodian of any Bankruptcy Party or of any substantial part of the property of any Bankruptcy Party, (v) the making by any Bankruptcy Party of an assignment for the benefit of creditors, (vi) the admission by any Bankruptcy Party in writing of its inability to pay its debts generally as they become due, or (vii) the approval by stockholders of any Bankruptcy Party of any plan or proposal for the liquidation or dissolution of such Bankruptcy Party, or (viii) the taking of corporate action by any Bankruptcy Party in furtherance of any action referred to in clauses (i) – (vii) above.

"Bankruptcy Law" means Title 11, U.S. Code or any similar Federal, state or non-U.S. law for the relief of debtors, including the Mexican *Ley de Concursos Mercantiles and* Spanish Law 22/2003 of 9 July (*Ley 22/2003 de 9 de julio, Concursal*), as amended.

"Bankruptcy Party" means the Issuer and any Significant Subsidiary of the Issuer or group of Subsidiaries that, taken together would constitute a Significant Subsidiary of the Issuer.

"Board of Directors" means, as to any Person, the board of directors, management committee or similar governing body of such Person or any duly authorized committee thereof.

"Business Day" means any day that is not a Saturday, Sunday or other day on which commercial banks in New York City, Mexico City or London are authorized or required by law, regulation or other governmental action to remain closed; *provided that*, for purposes of payments to be made hereunder, a "Business Day" must also be a day on which the Trans-European Automated Real-time Gross Settlement Express Transfer system (TARGET2) is open for the settlement of payments.

"Capital Stock" means:

(1) with respect to any Person that is a corporation, any and all shares, interests, participations or other equivalents (however designated and whether or not voting) of corporate stock, including each class of Common Stock and Preferred Stock of such Person;

(2) with respect to any Person that is not a corporation, any and all partnership or other equity or ownership interests of such Person; and

(3) any warrants, rights or options to purchase any of the instruments or interests referred to in clause (1) or (2) above, but excluding any Convertible Indebtedness.

"Capitalized Lease Obligation" means, as to any Person, at the time any determination is to be made, the amount of the liability in respect of a capital lease that would at that time be required to be capitalized on a balance sheet prepared in accordance with GAAP; *provided* that, the amount of obligations attributable to any Capitalized Lease Obligations shall be the amount thereof accounted for as a liability in accordance with GAAP.

"Cash Equivalents" means:

(1) marketable direct obligations issued by, or unconditionally guaranteed by, the United States government, the United Kingdom or any member nation of the European Union or issued by any agency thereof and backed by the full faith and credit of the United States, the United Kingdom, such member nation of the European Union or any European Union central bank, in each case maturing within one year from the date of acquisition thereof;

(2) marketable direct obligations issued by the Mexican government, or issued by any agency thereof, including but not limited to, *Certificados de la Tesorería de la Federación* (Cetes) or *Bonos de Desarrollo del Gobierno Federal* (Bondes), in each case, issued by the government of Mexico and maturing not later than one year after the acquisition thereof;

(3) marketable direct obligations issued by any state of the United States of America or any political subdivision of any such state or any public instrumentality thereof maturing within one year from the date of acquisition thereof and, at the time of acquisition, having one of the two highest ratings obtainable from either S&P or Fitch or any successor thereto;

(4) commercial paper or corporate debt obligations maturing no more than one year from the date of creation thereof and, at the time of acquisition, having a rating of at least A-1 or AAA from S&P, at least F-1 or AAA from Fitch or P-1 or Aaa from Moody's;

(5) demand deposits, certificates of deposit, time deposits or bankers' acceptances or other short-term unsecured debt obligations (and any cash or deposits in transit in any of the foregoing) maturing within one year from the date of acquisition thereof issued by (a) any bank organized under the laws of the United States of America or any state thereof or the District of Columbia, the United Kingdom or any country of the European Union, (b) any U.S. branch of a non-U.S. bank having at the date of acquisition thereof combined capital and surplus of not less than U.S.$500.0 million, or (c) in the case of Mexican Peso deposits, any financial institution in good standing with Banco de México organized under the laws of Mexico;

(6) repurchase obligations with a term of not more than seven days for underlying securities of the types described in clause (1) and (2) above entered into with any bank meeting the qualifications specified in clause (5) above;

(7) investments in money market funds which invest substantially all of their assets in securities of the types described in clauses (1) through (6), (8) and (9);

(8) certificates of deposit issued by any of Nacional Financiera, S.N.C., Banco Nacional de Comercio Exterior, S.N.C., Banco Nacional de Obras y Servicios Públicos, S.N.C. or any other development bank controlled by the Mexican government;

(9) any other debt instrument rated "investment grade" (or the local equivalent thereof according to local criteria in a country in which the Issuer or a Restricted Subsidiary operates and in which local pensions are permitted by law to invest) with maturities of 12 months or less from the date of acquisition;

(10) Investments in mutual funds, managed by banks, with a local currency credit rating of at least MxAA by S&P or other equally reputable local rating agency, that invest principally in marketable direct obligations issued by the Mexican government, or issued by any agency or instrumentality thereof; and

(11) any other cash equivalent investments permitted by the Issuer's investment policy as such policy is in effect from time to time.

In the case of Investments by any Restricted Subsidiary, Cash Equivalents will also include (a) investments of the type and maturity described in clauses (1) through (11) of any Restricted Subsidiary outside of Mexico in the country in which such Restricted Subsidiary operates, which Investments or obligors (or the parents of such obligors) have ratings described in such clauses or equivalents ratings from comparable foreign rating agencies, (b) local currencies and other short-term investments utilized by Restricted Subsidiaries in accordance with normal investment practices for cash management in investments analogous to the foregoing investments in clauses (1) through (11) and in this paragraph and (c) investments of the type described in clauses (1) through (9) maturing within one year of the Issue Date.

"Certificated Note" means any Note issued in fully registered form, other than a Global Note, which shall be substantially in the form of Exhibit A hereto, with appropriate legends as specified in Section 2.8 and Exhibit A.

"Change of Control" means the beneficial ownership (within the meaning of Rule 13d-3 promulgated by the Commission under the Exchange Act) of twenty percent (20%) or more in voting power of the outstanding Voting Stock of the Issuer is acquired by any Person. Notwithstanding the foregoing, a transaction will not be deemed to constitute a Change of Control if (1) the Issuer becomes a direct or indirect Wholly Owned Subsidiary of a holding company and (2)(A) the direct or indirect holders of the Voting Stock of such holding company immediately following that transaction are substantially the same as the holders of the Issuer's Voting Stock immediately prior to that transaction or (B) immediately following that transaction no Person (other than a holding company satisfying the requirements of this sentence) has beneficial ownership of twenty percent (20%) or more in voting power of the Voting Stock of such holding company.

"Change of Control Notice" means notice of a Change of Control Offer made pursuant to Section 3.8, which notice shall state:

(1) that a Change of Control has occurred, the circumstances or events causing such Change of Control and that a Change of Control Offer is being made pursuant to Section 3.8, and that all Notes that are timely tendered will be accepted for payment;

(2) the Change of Control Payment, and the Change of Control Payment Date, which date shall be a Business Day no earlier than 30 calendar days nor later than 60 calendar days subsequent to the date such notice is mailed (other than as may be required by law);

(3) that any Notes or portions thereof not tendered or accepted for payment will continue to accrue interest;

(4) that, unless the Issuer defaults in the payment of the Change of Control Payment with respect thereto, all Notes or portions thereof accepted for payment pursuant to the Change of Control Offer shall cease to accrue interest from and after the Change of Control Payment Date;

(5) that any Holder electing to have any Notes or portions thereof purchased pursuant to a Change of Control Offer will be required to tender such Notes, with the form entitled "Option of Holder to Elect Purchase" on the reverse of such Notes completed, to the Paying Agent at the address specified in the notice prior to the close of business on the third Business Day preceding the Change of Control Payment Date;

(6) that any Holder shall be entitled to withdraw such election if the Paying Agent receives, not later than the close of business on the second Business Day preceding the Change of Control Payment Date, a facsimile transmission or letter, setting forth the name of the Holder, the principal amount of Notes delivered for purchase, and a statement that such Holder is withdrawing such Holder's election to have such Notes or portions thereof purchased pursuant to the Change of Control Offer;

(7) that any Holder electing to have Notes purchased pursuant to the Change of Control Offer must specify the principal amount that is being tendered for purchase, which principal amount must be U.S.$200,000 and in integral multiples of U.S.$1,000 in excess thereof;

(8) that any Holder of Certificated Notes whose Certificated Notes are being purchased only in part will be issued new Certificated Notes equal in principal amount to the unpurchased portion of the Certificated Note or Notes surrendered, which unpurchased portion will be equal in principal amount to U.S.$200,000 and in integral multiples of U.S.$1,000 in excess thereof; that the Trustee will return to the Holder of a Global Note that is being purchased in part, such Global Note with a notation on Schedule A thereof adjusting the principal amount thereof to be equal to the unpurchased portion of such Global Note; and

(9) any other information necessary to enable any Holder to tender Notes and to have such Notes purchased pursuant to Section 3.8(b).

"Change of Control Offer" has the meaning assigned to it in Section 3.8(b).

"Change of Control Payment" has the meaning assigned to it in Section 3.8(a).

"Change of Control Payment Date" has the meaning assigned to it in Section 3.8(b).

"Clearstream" means Clearstream Banking, *société anonyme*, or the successor to its securities clearance and settlement operations.

"Code" means the Internal Revenue Code of 1986, as amended.

"Collateral" means "Transaction Security" as defined in the Intercreditor Agreement from time to time.

"Commission" means the U.S. Securities and Exchange Commission.

"Commodity Price Purchase Agreement" means, in respect of any Person, any forward contract, commodity swap agreement, commodity option agreement or other similar agreement or arrangement designed to protect such Person from fluctuations in commodity prices.

"Common Stock" of any Person means any and all shares, interests or other participations in, and other equivalents (however designated and whether voting or non-voting) of such Person's common equity interests, whether outstanding on the Issue Date or issued after the Issue Date, and includes, without limitation, all series and classes of such common equity interests. For the avoidance of doubt, "Common Stock" of the Issuer will be deemed to include the Issuer's American Depositary Receipts.

"Compensation Related Hedging Obligations" means (i) the obligations of any Person pursuant to any equity option contract, equity forward contract, equity swap, warrant, rights or other similar agreement designed to hedge risks or obligations relating to employee, director or consultant compensation, pension, benefits or similar activities of the Issuer and/or any of its Subsidiaries and (ii) the obligations of any Person pursuant to any agreement that requires another Person to make payments or deliveries that are otherwise required to be made by the first Person relating to employee, director or consultant compensation, pension, benefits or similar activities of the Issuer and/or any of its Subsidiaries, in each case in the ordinary course of business.

"Consolidated Adjusted EBITDA" means, for any Person for any period, Consolidated Net Income for such Person for such period, plus the following, without duplication, to the extent deducted or added in calculating such Consolidated Net Income:

(1) Consolidated Income Tax Expense for such Person for such period;

(2) Consolidated Interest Expense for such Person for such period net of consolidated interest income for such period;

(3) Consolidated Non-cash Charges for such Person for such period;

(4) the amount of any nonrecurring restructuring charge or reserve deducted in such period in computing Consolidated Net Income;

(5) the net effect on income or loss in respect of Hedging Obligations or other derivative instruments, which shall include, for the avoidance of doubt, all amounts not excluded from Consolidated Net Income pursuant to the proviso in clause (9) thereof;

(6) net income of such Person attributable to minority interests in Subsidiaries of such Person; and

(7) the amount of "run-rate" cost savings, synergies and operating expense reductions related to restructurings, cost savings initiatives or other initiatives that are projected by the Issuer in good faith to result from actions either taken or with respect to which substantial steps have been taken or are expected to be taken within 18 months after the end of such period, calculated as though such cost savings, synergies and operating expense reductions had been realized on the first day of such period and net of the amount of actual benefits received during such period from such actions; *provided* that (A) any such pro forma adjustments in respect of such cost savings, synergies and operating expense reductions shall not exceed 15% of Consolidated Adjusted EBITDA (prior to giving effect to such pro forma adjustment) for the Four Quarter Period, (B) such cost savings, synergies and operating expenses are reasonably identifiable, expected and factually supportable in the good faith judgment of the Issuer and (C) no cost savings or synergies shall be added pursuant to this clause (7) to the extent duplicative of any expenses or charges otherwise added to Consolidated Adjusted EBITDA, whether through a pro forma adjustment or otherwise, for such period; for purposes of this clause (7) "run rate" means the full recurring benefit that is associated with any action taken or with respect to which substantial steps have been taken or are expected to be taken, whether prior to or following the Issue Date;

less (x) all non-cash credits and gains increasing Consolidated Net Income for such Person for such period and (y) all cash payments made by such Person and its Restricted Subsidiaries during such period relating to Consolidated Non-cash Charges that were added back in determining Consolidated Adjusted EBITDA in any prior period.

"Consolidated Fixed Charge Coverage Ratio" means, for any Person as of any date of determination (the "Fixed Charge Calculation Date"), the ratio of the aggregate amount of Consolidated Adjusted EBITDA of such Person for the four most recent full fiscal quarters for which financial statements are available ending prior to the date of such determination (the "Four Quarter Period") to Consolidated Fixed Charges for such Person for such Four Quarter Period. For purposes of making the computation referred to above, Material Acquisitions and Material Dispositions (as determined in accordance with GAAP) that have been made by the Issuer or any of its Restricted Subsidiaries during the Four Quarter Period or subsequent to such Four Quarter Period and on or prior to or simultaneously with the Fixed Charge Calculation Date shall be calculated on a *pro forma* basis assuming that all such Material Acquisitions and Material Dispositions (and the change in any associated fixed charge obligations and the change in Consolidated Adjusted EBITDA resulting therefrom) had occurred on the first day of the Four Quarter Period. If since the beginning of such period any Person that subsequently became a Restricted Subsidiary or was merged with or into the Issuer or any of its Restricted Subsidiaries since the beginning of such period shall have made any Material Acquisition or Material Disposition that would have required adjustment pursuant to this definition, then the Consolidated Fixed Charge Coverage Ratio shall be calculated giving *pro forma* effect thereto.

For purposes of this definition, whenever *pro forma* effect is to be given to a Material Acquisition or Material Disposition and the amount of income or earnings relating thereto or with respect to other *pro forma* calculations under this definition, such *pro forma* calculations shall be made in good faith by a responsible financial or accounting officer of the Issuer. If any Indebtedness bears a floating rate of interest and is being given *pro forma* effect, the interest on such Indebtedness shall be calculated as if the rate in effect on the Fixed Charge Calculation Date had been the applicable rate for the entire period (taking into account any Hedging Obligations applicable to such Indebtedness). Interest on a Capitalized Lease Obligation shall be deemed to accrue at an interest rate reasonably determined by a responsible financial or accounting officer of the Issuer to be the rate of interest implicit in such Capitalized Lease Obligation in accordance with GAAP. For purposes of making the computation referred to above, interest on any Indebtedness under a revolving credit facility computed on a *pro forma* basis shall be computed based upon the average daily balance of such Indebtedness during the applicable period except as set forth in the first paragraph of this definition. Interest on Indebtedness that may optionally be determined at an interest rate based upon a factor of a prime or similar rate, a eurocurrency interbank offered rate, or other rate, shall be deemed to have been based upon the rate actually chosen, or, if none, then based upon such optional rate chosen as the Issuer may designate.

Furthermore, in calculating "Consolidated Fixed Charges" for purposes of determining the denominator (but not the numerator) of this "Consolidated Fixed Charge Coverage Ratio,"

(a) interest on outstanding Indebtedness determined on a fluctuating basis as of the date of determination and which will continue to be so determined thereafter will be deemed to have accrued at a fixed rate per annum equal to the rate of interest on such Indebtedness in effect on such date of determination;

(b) if interest on any Indebtedness actually Incurred on such date of determination may optionally be determined at an interest rate based upon a factor of a prime or similar rate, a eurocurrency interbank offered rate, or other rates, then the interest rate in effect on such date of determination will be deemed to have been in effect during the Four Quarter Period; and

(c) notwithstanding clause (a) above, interest on Indebtedness determined on a fluctuating basis, to the extent such interest is covered by Hedging Obligations, will be deemed to accrue at the rate per annum resulting after giving effect to the operation of such agreements.

"Consolidated Fixed Charges" means, for any Person for any period, the sum, without duplication, of:

(1) Consolidated Interest Expense for such Person for such period, plus

(2) to the extent not included in (1) above, payments during such period in respect of the financing costs of financial derivatives in the form of equity swaps, plus

(3) the product of:

(a) the amount of all cash and non-cash dividend payments on any series of Preferred Stock or Disqualified Capital Stock of such Person (other than dividends paid in Qualified Capital Stock) or any Subsidiary of such Person (Restricted Subsidiary in the case of the Issuer) paid, accrued or scheduled to be paid or accrued during such period, excluding dividend payments on Preferred Stock or Disqualified Capital Stock paid, accrued or scheduled to be paid to such Person or another Subsidiary (Restricted Subsidiary in the case of the Issuer), times

(b) a fraction, the numerator of which is one and the denominator of which is one minus the then current effective tax rate of such Person in its principal taxpaying jurisdiction (Mexico, in the case of the Issuer), expressed as a decimal.

"Consolidated Income Tax Expense" means, with respect to any Person for any period, the provision for federal, state and local income and asset taxes payable, including current and deferred taxes, by such Person and its Subsidiaries (Restricted Subsidiaries in the case of the Issuer) for such period as determined on a consolidated basis in accordance with GAAP.

"Consolidated Interest Expense" means, for any Person for any period, the sum of, without duplication determined on a consolidated basis in accordance with GAAP:

(1) the aggregate of cash and non-cash interest expense of such Person and its Subsidiaries (Restricted Subsidiaries in the case of the Issuer) for such period determined on a consolidated basis in accordance with GAAP, including, without limitation the following for such Person and its Subsidiaries (Restricted Subsidiaries in the case of the Issuer) whether or not interest expense in accordance with GAAP:

(a) any amortization or accretion of debt discount or any interest paid on Indebtedness of such Person and its Subsidiaries (Restricted Subsidiaries in the case of the Issuer) in the form of additional Indebtedness,

(b) any amortization of deferred financing costs; *provided*, that any such amortization resulting from costs incurred prior to the Issue Date shall be excluded for the calculation of Consolidated Interest Expense,

(c) the net costs under Hedging Obligations relating to Indebtedness (including amortization of fees but excluding foreign exchange adjustments on the notional amounts of the Hedging Obligations),

(d) all capitalized interest,

(e) the interest portion of any deferred payment obligation,

(f) commissions, discounts and other fees and charges Incurred in respect of letters of credit or bankers' acceptances or in connection with sales or other dispositions of accounts receivable and related assets,

(g) any interest expense on Indebtedness of another Person that is Guaranteed by such Person or one of its Subsidiaries (Restricted Subsidiary in the case of the Issuer) or secured by a Lien on the assets of such Person or one of its Subsidiaries (Restricted Subsidiaries in the case of the Issuer), whether or not such Guarantee or Lien is called upon, and

(h) any interest accrued in respect of Indebtedness without a maturity date; and

(2) the interest component of Capitalized Lease Obligations paid, accrued and/or scheduled to be paid or accrued by such Person and its Subsidiaries (Restricted Subsidiaries in the case of the Issuer) during such period.

"Consolidated Leverage Ratio" shall have the meaning set forth in Exhibit E hereto.

"Consolidated Net Income" means, with respect to any Person for any period, the aggregate net income (or loss) of such Person and its Subsidiaries for such period on a consolidated basis (after deducting (i) the portion of such net income attributable to minority interests in Subsidiaries of such Person and (ii) any interest paid or accrued in respect of Indebtedness without a maturity date), determined in accordance with GAAP; *provided*, that there shall be excluded therefrom:

(1) net after-tax gains and losses from Asset Sale transactions or abandonments or reserves relating thereto;

(2) net after-tax items classified as extraordinary gains or losses;

(3) the net income (but not loss) of any Subsidiary of such Person (or in the case of the Issuer, any Subsidiary of the Issuer other than a Note Guarantor) to the extent that a corresponding amount could not be distributed to such Person at the date of determination as a result of any restriction pursuant to the constituent documents of such Subsidiary (or in the case of the Issuer, any Subsidiary of the Issuer other than a Note Guarantor) or any law, regulation, agreement or judgment applicable to any such distribution; *provided* that, to the extent that any such net income was so excluded in a prior period, it shall be added to Consolidated Net Income for purposes of this definition in a subsequent period to the extent that such restrictions cease to apply;

(4) any net income (loss) of any Person (other than the Issuer) if such Person is not a Restricted Subsidiary, except that the aggregate amount of cash distributed by such Person during such period to the Issuer or a Restricted Subsidiary as a dividend or other distribution (subject, in the case of a dividend or other distribution to a Restricted Subsidiary, to the limitations contained in this clause) shall be included in such Consolidated Net Income;

(5) [Reserved];

(6) any restoration to income of any contingency reserve, except to the extent that provision for such reserve was made out of Consolidated Net Income accrued at any time after December 31, 2016;

(7) any net after-tax gain (or loss) from foreign exchange translation or change in net monetary position;

(8) any gain (or loss) from the cumulative effect of changes in accounting principles; and

(9) any net after-tax gain or loss (after any offset) resulting in such period from Hedging Obligations or other derivative instruments; *provided*, that the net effect on income or loss (including in any prior periods) shall be included upon any termination or early extinguishment of such Hedging Obligations or other derivative instrument, other than any Hedging Obligations with respect to Indebtedness (that is not itself a Hedging Obligation) that are extinguished concurrently with the termination or other prepayment of such Indebtedness.

"Consolidated Non-cash Charges" means, for any Person for any period, the aggregate depreciation, amortization (including amortization of goodwill and other Intangible Assets) and other non-cash expenses or losses of such Person and its Subsidiaries (Restricted Subsidiaries in the case of the Issuer) for such period, determined on a consolidated basis in accordance with GAAP (excluding any such charge which constitutes an accrual of or a reserve for cash charges for any future period or the amortization of a prepaid cash expense paid in a prior period).

"Consolidated Tangible Assets" means, for any Person at any time, the total consolidated assets of such Person and its Subsidiaries (Restricted Subsidiaries in the case of the Issuer) as set forth on the balance sheet as of the most recent fiscal quarter of such Person, prepared in accordance with GAAP, less Intangible Assets.

"Convertible Indebtedness" means any Indebtedness the terms of which provide for conversion into, or exchange for, Common Stock of the Issuer, cash in lieu thereof and/or a combination of Common Stock of the Issuer and cash in lieu thereof.

"Corporate Trust Office" means the principal office of the Trustee at which at any time its corporate trust business shall be administered, which office at the date hereof is located at 240 Greenwich Street, Floor 7 East, New York, New York 10286, Attention: International Corporate Trust, or such other address as the Trustee may designate from time to time by notice to the Holders and the Issuer.

"Covenant Defeasance" has the meaning assigned to it in Section 8.1(c).

"Covenant Suspension Event" has the meaning assigned to it in Section 3.22(b).

"Currency Agreement" means, in respect of any Person, any foreign exchange contract, currency swap agreement or other similar agreement as to which such Person is a party designed to hedge foreign currency risk of such Person.

"Custodian" means any receiver, trustee, *conciliador*, assignee, liquidator, sequestrator or similar official under any Bankruptcy Law.

"Default" means an event or condition the occurrence of which is, or with the lapse of time or the giving of notice or both would be, an Event of Default.

"Defaulted Interest" has the meaning assigned to it in Section 2.13 and Section 1, paragraph 2 of the Form of Reverse Side of Note contained in Exhibit A hereto.

"Designated Non-cash Consideration" means the Fair Market Value of non-cash consideration received by the Issuer or a Restricted Subsidiary in connection with an Asset Sale that is so designated as Designated Non-cash Consideration pursuant to an Officer's Certificate setting forth the basis of such valuation.

"Designation" has the meaning assigned to it in Section 3.14(a).

"Designation Amount" has the meaning assigned to it in clause (ii) of Section 3.14(a).

"disposition" means, with respect to any property, any sale, lease, Sale and Leaseback Transaction, assignment, conveyance, transfer or other disposition thereof.

"Disqualified Capital Stock" means that portion of any Capital Stock which, by its terms (or by the terms of any security into which it is convertible or for which it is exchangeable at the option of the Holder thereof), or upon the happening of any event, matures or is mandatorily redeemable, pursuant to a sinking fund obligation or otherwise, or is redeemable at the sole option of the Holder thereof, in any case, on or prior to the 91st day after the final maturity date of the Notes, but excluding with respect to Mexican companies, any shares of such Mexican company that are part of the variable portion of its Capital Stock and that are redeemable under the Mexican General Law of Business Corporations (*Ley General de Sociedades Mercantiles*).

"Distribution Compliance Period" means, in respect of any Regulation S Global Note (or Certificated Note issued in respect thereof pursuant to Section 2.7(c)), the 40 consecutive days beginning on and including the later of (a) the day on which any Notes represented thereby are offered to persons other than distributors (as defined in Regulation S) pursuant to Regulation S or (b) the issue date for such Notes.

"DTC" means The Depository Trust Company, its nominees and their respective successors and assigns, or such other depositary institution hereinafter appointed by the Issuer that is a clearing agency registered under the Exchange Act.

"Equity Derivative Agreement" means any equity derivative agreement referencing the Common Stock of the Issuer entered into in connection with any Convertible Indebtedness, including, but not limited to, any bond hedge, warrant or capped call agreement.

"Equity Offering" has the meaning assigned to it in Section 5 of the Form of Reverse Side of Note contained in Exhibit A hereto.

"Euroclear" means Euroclear Bank S.A./N.V., as operator of the Euroclear System, N.V., or its successor in such capacity.

"Event of Default" has the meaning assigned to it in Section 6.1.

"Exchange Act" means the Securities Exchange Act of 1934, as amended, or any successor statute or statutes thereto.

"Existing Senior Notes" means the U.S. Dollar-Denominated 6.000% Senior Secured Notes due 2024 guaranteed by the Issuer, the U.S. Dollar-Denominated 5.700% Senior Secured Notes due 2025 issued by the Issuer, the U.S. Dollar-Denominated 6.125% Senior Secured Notes due 2025 issued by the Issuer, the U.S. Dollar-Denominated 7.750% Senior Secured Notes due 2026 issued by the Issuer, the Euro-denominated 4.625% Senior Secured Notes due 2024 guaranteed by the Issuer, the Euro-denominated 2.750% Senior Secured Notes due 2024 issued by the Issuer, the Euro-denominated 3.125% Senior Secured Notes due 2026 issued by the Issuer, and the U.S. Dollar-Denominated 5.450% Senior Notes due 2029 issued by the Issuer.

"Fair Market Value" means, with respect to any asset, the price (after taking into account any liabilities relating to such assets) which could be negotiated in an arm's-length free market transaction, for cash, between a willing seller and a willing and able buyer, neither of which is under any compulsion to complete the transaction. Fair Market Value shall be determined, except as otherwise provided, by the Issuer in good faith.

"Fitch" means Fitch Ratings and any successor to its rating agency business.

"Four Quarter Period" has the meaning assigned to it in the definition of "Consolidated Fixed Charge Coverage Ratio" above.

"Free Reserves Available for Distribution" has the meaning assigned to it in Section 10.6(c).

"French Note Guarantor" has the meaning assigned to it in Section 10.5(a).

"GAAP" means IFRS as in effect on April 24, 2019. At any time, and from time to time, after the Issue Date, the Issuer may elect to apply IFRS as in effect at such time in lieu of GAAP and, upon any such election, references herein to GAAP shall thereafter be construed to mean IFRS as in effect on the date of such election; *provided*, that any such election, once made, shall be irrevocable. The Issuer shall give notice of any such election to the Trustee.

"Global Note" means any Note issued in fully registered form to DTC (or its nominee), as depositary for the beneficial owners thereof, which shall be substantially in the form of Exhibit A, with appropriate legends as specified in Section 2.8 and Exhibit A hereto.

"Guarantee" means any obligation, contingent or otherwise, of any Person directly or indirectly guaranteeing any Indebtedness of any other Person:

(1) to purchase or pay, or advance or supply funds for the purchase or payment of, such Indebtedness of such other Person, whether arising by virtue of partnership arrangements, or by agreement to keep-well, to purchase assets, goods, securities or services, to take-or-pay, or to maintain financial statement conditions or otherwise, or

(2) entered into for purposes of assuring in any other manner the obligee of such Indebtedness of the payment thereof or to protect such obligee against loss in respect thereof, in whole or in part,

provided, that "Guarantee" will not include endorsements for collection or deposit in the ordinary course of business. "Guarantee" used as a verb has a corresponding meaning.

"Guaranteed Obligations" has the meaning assigned to it in Section 10.1(a).

"Hedging Agreement" means any Interest Rate Agreement, Currency Agreement, Commodity Price Purchase Agreement, Transportation Agreement, or Equity Derivative Agreement (or any combination thereof), in each case, not entered into for speculative purposes.

"Hedging Obligations" means the obligations of any Person pursuant to any Hedging Agreement.

"Holder" means the Person in whose name a Note is registered in the Note Register.

"IFRS" means the International Financial Reporting Standards as issued by the International Accounting Standards Board.

"Incur" means, with respect to any Indebtedness or other obligation of any Person, to create, issue, incur (including by conversion, exchange or otherwise), assume, Guarantee or otherwise become liable in respect of such Indebtedness or other obligation on the balance sheet of such Person (and "Incurrence," "Incurred" and "Incurring" will have meanings correlative to the preceding).

"Indebtedness" means with respect to any Person, without duplication:

(1) the principal amount (or, if less, the accreted value) of all obligations of such Person for borrowed money;

(2) the principal amount (or, if less, the accreted value) of all obligations of such Person evidenced by bonds, debentures, notes or other similar instruments, including any perpetual bonds, debenture notes or similar instruments without regard to maturity date;

(3) all Capitalized Lease Obligations of such Person;

(4) all obligations of such Person issued or assumed as the deferred purchase price of property, all conditional sale obligations and all payment obligations under any title retention agreement (but excluding trade accounts payable and other accrued liabilities accounted for as current liabilities (in accordance with GAAP) arising in the ordinary course of business) to the extent of any reimbursement obligations in respect thereof;

(5) reimbursement obligations with respect to letters of credit, banker's acceptances or similar credit transactions;

(6) Guarantees and other contingent obligations of such Person in respect of Indebtedness referred to in clauses (1) through (5) above and clauses (8) through (10) below;

(7) all Indebtedness of any other Person of the type referred to in clauses (1) through (6) which is secured by any Lien on any property or asset of the first Person, the amount of such Indebtedness being deemed to be the lesser of the Fair Market Value of such property or asset or the amount of the Indebtedness so secured;

(8) all obligations under Hedging Agreements or other derivatives of such Person;

(9) all liabilities (contingent or otherwise) of such Person in connection with a sale or other disposition of accounts receivable and related assets (not including Qualified Receivables Transactions), irrespective of their treatment under GAAP or IFRS; and

(10) all Disqualified Capital Stock issued by such Person with the amount of Indebtedness represented by such Disqualified Capital Stock being equal to the greater of its voluntary or involuntary liquidation preference and its maximum fixed repurchase price, but excluding accrued dividends, if any; *provided*, that:

(a) if the Disqualified Capital Stock does not have a fixed repurchase price, such maximum fixed repurchase price will be calculated in accordance with the terms of the Disqualified Capital Stock as if the Disqualified Capital Stock were purchased on any date on which Indebtedness will be required to be determined pursuant to this Indenture, and

(b) if the maximum fixed repurchase price is based upon, or measured by, the fair market value of the Disqualified Capital Stock, the fair market value will be the Fair Market Value thereof.

"Indenture" means this Indenture as amended or supplemented from time to time, including the Schedule and Exhibits hereto.

"Intangible Assets" means with respect to any Person all unamortized debt discount and expense, unamortized deferred charges, goodwill, patents, trademarks, service marks, trade names, copyrights and all other items which would be treated as intangibles on the consolidated balance sheet of such Person prepared in accordance with GAAP.

"Intercreditor Agreement" means the intercreditor agreement, dated as of September 17, 2012, as amended on October 31, 2014 and July 23, 2015 and as further amended and restated on July 19, 2017, entered into among the Issuer and certain of its Subsidiaries named therein, the financial institutions and noteholders party thereto, Citibank Europe PLC, UK Branch, as facility agent, and the Security Agent, as such agreement may be amended, modified or waived from time to time.

"Interest Payment Date" means the stated due date of an installment of interest on the Notes as specified in the Form of Face of Note contained in Exhibit A hereto.

"Interest Rate Agreement" of any Person means any interest rate protection agreement (including, without limitation, interest rate swaps, caps, floors, collars, derivative instruments and similar agreements) and/or other types of hedging agreements designed to hedge interest rate risk of such Person.

"Inventory Financing" means a financing arrangement pursuant to which the Issuer or any of its Restricted Subsidiaries sells inventory to a bank or other institution (or a special purpose vehicle or partnership incorporated or established by or on behalf of such bank or other institution or an Affiliate of such bank or other institution) and has an obligation to repurchase such inventory to the extent that it is not sold to a third party within a specified period.

"Investment" means, with respect to any Person, any (1) direct or indirect loan, advance or other extension of credit (including, without limitation, a Guarantee) to any other Person, (2) capital contribution (by means of any transfer of cash or other property to others or any payment for property or services for the account or use of others) to any other Person, or (3) purchase or acquisition by such Person of any Capital Stock, bonds, notes, debentures or other securities or evidences of Indebtedness issued by any other Person. "Investment" will exclude accounts receivable, extensions of credit in connection with supplier or customer financings consistent with industry or past practice, advance payment of capital expenditures arising in the ordinary course of business, deposits arising in the ordinary course of business and transactions (other than (i) any sale, lease, license, transfer or other disposal and (ii) the granting or creation of a Lien or the Incurring or permitting to subsist of Indebtedness) conducted in the ordinary course of business on arm's-length terms.

For purposes of Section 3.11, the Issuer will be deemed to have made an "Investment" in an Unrestricted Subsidiary at the time of its Designation, which will be valued at the Fair Market Value of the sum of the net assets of such Unrestricted Subsidiary multiplied by the percentage equity ownership of the Issuer and its Restricted Subsidiaries in such designated Unrestricted Subsidiary at the time of its Designation and the amount of any Indebtedness of such Unrestricted Subsidiary or owed to the Issuer or any Restricted Subsidiary immediately following such Designation. Any property transferred to or from an Unrestricted Subsidiary will be valued at its Fair Market Value at the time of such transfer. If the Issuer or any Restricted Subsidiary sells or otherwise disposes of any Capital Stock of a Restricted Subsidiary (including any issuance and sale of Capital Stock by a Restricted Subsidiary) such that, after giving effect to any such sale or disposition, such Restricted Subsidiary would cease to be a Subsidiary of the Issuer, the Issuer will be deemed to have made an Investment on the date of any such sale or disposition equal to sum of the Fair Market Value of the Capital Stock of such former Restricted Subsidiary held by the Issuer or any Restricted Subsidiary immediately following such sale or other disposition and the amount of any Indebtedness of such former Restricted Subsidiary Guaranteed by the Issuer or any Restricted Subsidiary or owed to the Issuer or any other Restricted Subsidiary immediately following such sale or other disposition. The acquisition by the Issuer or any Restricted Subsidiary of the Issuer of a Person that holds an Investment in a third Person will be deemed to be an Investment by the Issuer or such Restricted Subsidiary in such third Person in an amount equal to the Fair Market Value of the Investments held by the acquired Person in such third Person. Except as otherwise provided in this Indenture, the amount of an Investment will be determined at the time the Investment is made without giving effect to subsequent changes in value.

"Investment Grade Rating" means a rating equal to or higher than BBB- (or the equivalent) by Fitch, Baa3 (or the equivalent) by Moody's and BBB- (or the equivalent) by S&P.

"Investment Return" means, in respect of any Investment (other than a Permitted Investment) made after the Issue Date by the Issuer or any Restricted Subsidiary:

(1) the cash proceeds received by the Issuer upon the sale, liquidation or repayment of such Investment or, in the case of a Guarantee, the amount of the Guarantee upon the unconditional release of the Issuer and its Restricted Subsidiaries in full, less any payments previously made by the Issuer or any Restricted Subsidiary in respect of such Guarantee;

(2) in the case of the Revocation of the Designation of an Unrestricted Subsidiary, an amount equal to the lesser of:

(a) the Issuer's Investment in such Unrestricted Subsidiary at the time of such Revocation;

(b) that portion of the Fair Market Value of the net assets of such Unrestricted Subsidiary at the time of Revocation that is proportionate to the Issuer's equity interest in such Unrestricted Subsidiary at the time of Revocation; and

(c) the Designation Amount with respect to such Unrestricted Subsidiary upon its Designation which was treated as a Restricted Payment;

(3) in the event the Issuer or any Restricted Subsidiary makes any Investment in a Person that, as a result of or in connection with such Investment, becomes a Restricted Subsidiary, the existing Investment of the Issuer and its Restricted Subsidiaries in such Person,

in the case of each of (1), (2) and (3), up to the amount of such Investment that was treated as a Restricted Payment under Section 3.11 less the amount of any previous Investment Return in respect of such Investment.

"Issue Date" means the first date of issuance of Notes under this Indenture and following a Partial Covenant Suspension Event or a Covenant Suspension Event, except under "*Optional Redemption for Changes in Withholding Taxes*" under clause (5) in Exhibit A hereto and Section 3.22, the most recent Partial Covenant Reversion Date or Reversion Date, as applicable.

"Issue Date Notes" means the U.S.$1,000,000,000 aggregate principal amount of Notes originally issued on the Issue Date, and any replacement Notes issued therefor in accordance with this Indenture.

"Issuer" means the party named as such in the introductory paragraph to this Indenture and its successors and assigns.

"Issuer Order" has the meaning assigned to it in Section 2.2(c).

"Legal Defeasance" has the meaning assigned to it in Section 8.1(b).

"Legal Holiday" has the meaning assigned to it in Section 12.6.

"Lien" means, with respect to any asset, any mortgage, lien, pledge, charge, security interest or encumbrance of any kind in respect of such asset. The Issuer or any Restricted Subsidiary shall be deemed to own, subject to a Lien, any asset that it has acquired or holds subject to the interest of a vendor or lessor under any conditional sale agreement, Capitalized Lease Obligations or other title retention lease relating to such asset, or any account receivable transferred by it with recourse (including any such transfer subject to a holdback or similar arrangement that effectively imposes the risk of collectability on the transferor).

"Make-Whole Amount" has the meaning assigned to it in the Form of Reverse Side of Note contained in Exhibit A hereto.

"Material Acquisition" means:

(1) an Investment by the Issuer or any Restricted Subsidiary in any other Person pursuant to which such Person will become a Restricted Subsidiary, or will be merged with or into the Issuer or any Restricted Subsidiary;

(2) the acquisition by the Issuer or any Restricted Subsidiary of the assets of any Person (other than a Subsidiary of the Issuer) which constitute all or substantially all of the assets of such Person or comprises any division or line of business of such Person or any other properties or assets of such Person other than in the ordinary course of business; or

(3) any Revocation with respect to an Unrestricted Subsidiary;

in each case which involves an Investment, Designation or payment of consideration in excess of U.S.$50.0 million (or the equivalent in other currencies).

"Material Disposition" means any Asset Sale and, whether or not constituting an Asset Sale, (1) any sale or other disposition of Capital Stock, (2) any Designation with respect to an Unrestricted Subsidiary and (3) any sale or other disposition of property or assets excluded from the definition of Asset Sale by clause (4) of that definition, in each case which involves an Investment, Designation or payment of consideration in excess of U.S.$50.0 million (or the equivalent in other currencies).

"Maturity Date" means June 5, 2027.

"Moody's" means Moody's Investors Service, Inc. and any successor to its rating agency business.

"Net Cash Proceeds" means, with respect to any Asset Sale, the proceeds in the form of cash or Cash Equivalents, including payments in respect of deferred payment obligations when received in the form of cash or Cash Equivalents received by the Issuer or any of its Restricted Subsidiaries from such Asset Sale, net of:

(1) reasonable out-of-pocket expenses and fees relating to such Asset Sale (including, without limitation, legal, accounting and investment banking fees and sales commissions);

(2) taxes paid or payable in respect of such Asset Sale after taking into account any reduction in consolidated tax liability due to available tax credits or deductions and any tax sharing arrangements;

(3) repayment of Indebtedness secured by a Lien permitted under this Indenture that is required to be repaid in connection with such Asset Sale; and

(4) appropriate amounts to be provided by the Issuer or any Restricted Subsidiary, as the case may be, as a reserve, in accordance with GAAP, against any liabilities associated with such Asset Sale and retained by the Issuer or any Restricted Subsidiary, as the case may be, after such Asset Sale, including, without limitation, pension and other post-employment benefit liabilities, liabilities related to environmental matters and liabilities under any indemnification obligations associated with such Asset Sale, but excluding any reserves with respect to Indebtedness.

"New York Business Day" means any day that is not a Saturday, Sunday or other day on which commercial banks in New York City are authorized or required by law, regulation or other governmental action to remain closed.

"Non-U.S. Person" means a person who is not a U.S. person, as defined in Regulation S.

"Note Custodian" means the custodian with respect to any Global Note appointed by DTC, or any successor Person thereto, and shall initially be the Trustee.

"Note Guarantee" means any guarantee of the Issuer's Obligations under this Indenture and the Notes by any Note Guarantor pursuant to Article X.

"Note Guarantors" means (i) each of the Issuer's Restricted Subsidiaries that executes this Indenture as a Note Guarantor or an Additional Note Guarantor and (ii) each of the Issuer's Restricted Subsidiaries that in the future executes a supplemental indenture in which such Restricted Subsidiary agrees to be bound by the terms of this Indenture as a Note Guarantor, and their respective successors and assigns; provided, that any Person constituting a Note Guarantor as described above shall cease to constitute a Note Guarantor when its respective Note Guarantee is released in accordance with the terms of this Indenture.

"Note Register" has the meaning assigned to it in Section 2.3(a).

"Notes" means any of the Issuer's 7.375% Senior Secured Notes due 2027, issued and authenticated pursuant to this Indenture.

"Obligations" means, with respect to any Indebtedness, any principal, interest (including, without limitation, Post-Petition Interest), penalties, fees, indemnifications, reimbursements, damages, and other liabilities payable under the documentation governing such Indebtedness, including, in the case of the Notes, the Note Guarantees and this Indenture.

"Officer" means, when used in connection with any action to be taken by the Issuer or a Note Guarantor, as the case may be, the Chairman of the Board, the Chief Executive Officer, the President, the Chief Financial Officer, any Vice President, the Treasurer, the Controller, the Secretary or an attorney-in-fact of the Issuer or such Note Guarantor, as the case may be.

"Officer's Certificate" means a certificate signed on behalf of a Person by an Officer of such Person, who must be the principal executive officer, the principal financial officer, the treasurer, the Vice President – Corporate Finance, the principal accounting officer or an attorney-in-fact of such Person, that meets the requirements set forth in this Indenture.

"Opinion of Counsel" means a written opinion of counsel, who may be an employee of or counsel for the Issuer or any Note Guarantor, and who shall be reasonably acceptable to the Trustee.

"Outstanding" means, as of the date of determination, all Notes theretofore authenticated and delivered under this Indenture, *except*:

(1) Notes theretofore canceled by the Trustee or delivered to the Trustee for cancellation;

(2) Notes, or portions thereof, for the payment, redemption or, in the case of an Asset Sale Offer or Change of Control Offer, purchase of which, money in the necessary amount has been theretofore deposited with the Trustee or any Paying Agent (other than the Issuer or an Affiliate of the Issuer) in trust or set aside and segregated in trust by the Issuer or an Affiliate of the Issuer (if the Issuer or such Affiliate is acting as the Paying Agent) for the Holders of such Notes; *provided*, that if Notes (or portions thereof) are to be redeemed or purchased, notice of such redemption or purchase has been duly given pursuant to this Indenture or provision therefor satisfactory to the Trustee has been made;

(3) Notes which have been surrendered pursuant to Section 2.9 or Notes in exchange for which or in lieu of which other Notes have been authenticated and delivered pursuant to this Indenture, other than any such Notes in respect of which there shall have been presented to the Trustee proof satisfactory to it that such Notes are held by a protected purchaser in whose hands such Notes are valid obligations of the Issuer; and

(4) solely to the extent provided in Article VIII, Notes which are subject to Legal Defeasance or Covenant Defeasance as provided in Article VIII;

provided, however, that in determining whether the Holders of the requisite aggregate principal amount of the Outstanding Notes have given any request, demand, authorization, direction, notice, consent or waiver hereunder, Notes owned by the Issuer, a Note Guarantor or any other obligor upon the Notes or any Affiliate of the Issuer or of such other obligor shall be disregarded and deemed not to be Outstanding, except that, in determining whether the Trustee shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Notes which a Trust Officer of the Trustee actually knows to be so owned shall be so disregarded. Notes so owned which have been pledged in good faith may be regarded as Outstanding if the pledgee establishes to the satisfaction of the Trustee the pledgee's right so to act with respect to such Notes and that the pledgee is not the Issuer or any other obligor upon the Notes or any Affiliate of the Issuer or of such other obligor.

"Partial Covenant Reversion Date" has the meaning set forth under Section 3.22(e).

"Partial Covenant Suspension Date" has the meaning set forth under Section 3.22(c).

"Partial Covenant Suspension Event" has the meaning set forth under Section 3.22(a).

"Partial Suspended Covenants" has the meaning set forth under Section 3.22(a).

"Partial Suspension Period" has the meaning set forth under Section 3.22(e).

"Paying Agent" has the meaning assigned to it in Section 2.3(a)

"Permitted Asset Swap Transaction" means a transaction consisting substantially of the concurrent (i) disposition by the Issuer or any of its Restricted Subsidiaries of any asset, property or cash consideration (other than a Restricted Subsidiary) in exchange for assets, property or cash consideration transferred to the Issuer or a Restricted Subsidiary, to be used in a Permitted Business or (ii) disposition by the Issuer or any of its Restricted Subsidiaries of Capital Stock of a Restricted Subsidiary in exchange for Capital Stock of another Restricted Subsidiary or of Capital Stock of any Person that becomes a Restricted Subsidiary after giving effect to such transaction; *provided*, that any cash or Cash Equivalents received in such a transaction shall constitute Net Cash Proceeds to be applied in accordance with Section 3.12.

"Permitted Business" means the business or businesses conducted by the Issuer and its Restricted Subsidiaries as of the Issue Date and any business ancillary, complementary or related thereto or any other business that would not constitute a substantial change to the general nature of its business from that carried on as of the Issue Date.

"Permitted Indebtedness" has the meaning set forth in Section 3.9(b).

"Permitted Investments" means:

(1) Investments by the Issuer or any Restricted Subsidiary in any Person that is, or that result in any Person becoming, immediately after such Investment, a Restricted Subsidiary or constituting a merger or consolidation of such Person into the Issuer or with or into a Restricted Subsidiary;

(2) any Investment in the Issuer;

(3) Investments in cash and Cash Equivalents;

(4) any extension, modification or renewal of any Investments existing as of the Issue Date (but not Investments involving additional advances, contributions or other investments of cash or property or other increases thereof, other than as a result of the accrual or accretion of interest or original issue discount or payment-in-kind pursuant to the terms of such Investment as of the Issue Date);

(5) Investments permitted pursuant to clause (ii), (vi) or (vii) of Section 3.18(b);

(6) Investments received as a result of the bankruptcy or reorganization of any Person or taken in settlement of or other resolution of claims or disputes, and, in each case, extensions, modifications and renewals thereof;

(7) Investments made by the Issuer or its Restricted Subsidiaries as a result of non-cash consideration permitted to be received in connection with an Asset Sale made in compliance with Section 3.12;

(8) Investments in the form of Compensation Related Hedging Obligations permitted under clause (iv) of Section 3.9(b) or under any Hedging Agreement;

(9) Investments in existence on the Issue Date or made pursuant to binding commitments in effect on the Issue Date or any Investment consisting of any extension, modification or renewal of any Investment existing on the Issue Date; *provided*, that the amount of any such Investment may be increased (a) as required by the terms of such Investment as in existence on the Issue Date or (b) as otherwise permitted by this Indenture;

(10) Investments by the Issuer or any Restricted Subsidiary in a Receivables Entity in connection with a Qualified Receivables Transaction which does not constitute an Asset Sale by virtue of clause (7) of the definition thereof; *provided*, *however*, that any such Investments are made only in the form of Receivables Assets;

(11) Investments in marketable securities or instruments, to fund the Issuer's or a Restricted Subsidiary's pension and other employee-related obligations in the ordinary course of business pursuant to compensation arrangements approved by the Board of Directors or senior management of the Issuer;

(12) any Investment that:

(a) when taken together with all other Investments made pursuant to this clause (12) that are at the time outstanding (and, if the Issuer so elects, net of cash benefits to the Issuer or a Restricted Subsidiary from Investments pursuant to this clause (12)), does not exceed the greater of U.S.$250.0 million and 3% of Consolidated Tangible Assets; or

(b) when taken together with all other Investments made pursuant to this clause (12) in any fiscal year that are at the time outstanding, does not exceed U.S.$100.0 million in any fiscal year;

(13) Investments in the Capital Stock of any Person other than a Restricted Subsidiary that are required to be held pursuant to an involuntary governmental order of condemnation, nationalization, seizure or expropriation or other similar order with respect to Capital Stock of such Person (prior to which order such Person was a Restricted Subsidiary); *provided*, that such Person contests such order in good faith in appropriate proceedings;

(14) repurchases of Existing Senior Notes or the Notes;

(15) Investments in the SPV Perpetuals or the notes related thereto; *provided*, that any payment or other contribution to one of the special purpose vehicles issuing the SPV Perpetuals in connection with such Investment is promptly paid or contributed to the Issuer or a Restricted Subsidiary following receipt thereof;

(16) any Investment that constitutes Indebtedness permitted under clause (vii)(E) of Section 3.9(b);

(17) (a) Investments to which the Issuer or any of its Restricted Subsidiaries is contractually committed as of the Issue Date in any Person (other than a Subsidiary) in which the Issuer or any of its Restricted Subsidiaries maintains an Investment and (b) Investments in any Person (other than a Subsidiary) in which the Issuer or any of its Restricted Subsidiaries maintains an Investment of up to U.S.$100.0 million in any calendar year minus the amount of any guarantees Incurred in such calendar year under clause (xviii)(B) of Section 3.9(b); and

(18) any Investment made by the Issuer or any of its Restricted Subsidiaries to the extent that the consideration provided for such Investment consists of Qualified Capital Stock of the Issuer.

"Permitted Liens" means any of the following:

(1) statutory Liens of landlords and Liens of carriers, warehousemen, mechanics and materialmen incurred in the ordinary course of business for sums not yet due or the payment of which is being contested in good faith by appropriate proceedings promptly initiated and diligently conducted and for which such reserves or other appropriate provision, if any, as shall be required by GAAP, shall have been made and any other Liens created by operation of law;

(2) Liens Incurred or deposits made in the ordinary course of business in connection with (i) workers' compensation, unemployment insurance and other types of social security or (ii) other insurance maintained by the Issuer and its Subsidiaries in compliance with the 2017 Facilities Agreement (or any refinancing thereof);

(3) Liens for taxes, assessments and other governmental charges the payment of which is being contested in good faith by appropriate proceedings promptly initiated and diligently conducted and for which such reserves or other appropriate provision, if any, as shall be required by GAAP shall have been made;

(4) any attachment or judgment Lien, unless the judgment it secures shall not, within 60 days after the entry thereof, have been discharged or execution thereof stayed pending appeal, or shall not have been discharged within 60 days after the expiration of any such stay;

(5) (i) Liens existing on the Issue Date other than in respect of the Collateral and (ii) Liens in respect of the Collateral to the extent equally and ratably securing the Notes and the Permitted Secured Obligations;

(6) (i) any Lien on property acquired by the Issuer or its Restricted Subsidiaries after the Issue Date that was existing on the date of acquisition of such property; *provided*, that such Lien was not incurred in anticipation of such acquisition; and (ii) any Lien created to secure all or any part of the purchase price, or to secure Indebtedness incurred or assumed to pay all or any part of the purchase price, of property acquired by the Issuer or any of its Restricted Subsidiaries after the Issue Date; *provided further*, that (A) any such Lien permitted pursuant to this clause (6) shall be confined solely to the item or items of property so acquired (including, in the case of any Acquisition of a corporation through the acquisition of 51% or more of the Voting Stock of such corporation, the stock and assets of any Acquired Subsidiary or Acquiring Subsidiary) and, if required by the terms of the instrument originally creating such Lien, other property which is an improvement to, or is acquired for specific use with, such acquired property; and (B) if applicable, any such Lien shall be created within nine months after, in the case of property, its acquisition, or, in the case of improvements, their completion;

(7) any Liens renewing, extending or refunding any Lien permitted by clause (5)(i) above; *provided*, that such Lien is not extended to other property (or, instead, is only extended to equivalent property) and the principal amount of Indebtedness secured by such Lien immediately prior thereto is not increased or the maturity thereof reduced, except that the principal amount secured by any such Lien in respect of:

(a) Hedging Obligations or other derivatives where there are fluctuations in mark-to-market exposures of those Hedging Obligations or other derivatives, and

(b) Indebtedness consisting of any "*Certificados Bursátiles de Largo Plazo*" or any Refinancing thereof, where principal may increase by virtue of capitalization of interest,

may be increased by the amount of such fluctuations, capitalizations or drawings, as the case may be;

(8) Liens on Receivables Assets or Capital Stock of a Receivables Subsidiary, in each case granted in connection with a Qualified Receivables Transaction;

(9) Liens granted pursuant to or in connection with any netting or set-off arrangements entered into in the ordinary course of business;

(10) any Lien permitted by the Trustee, acting on the instructions of at least 50% of the Holders;

(11) any Lien granted by the Issuer or any of its Restricted Subsidiaries to secure Indebtedness under a Permitted Liquidity Facility; *provided*, that: (i) such Lien is not granted in respect of the Collateral, and (ii) the maximum amount of such Indebtedness secured by such Lien does not exceed U.S.$500.0 million at any time;

(12) Liens to secure, or in respect of, Indebtedness permitted by Section 3.9(b)(iv); provided that the maximum amount of such Indebtedness secured by such Lien does not exceed U.S.$200.0 million at any time; or

(13) in addition to the Liens permitted by the foregoing clauses (1) through (12), Liens securing obligations of the Issuer and its Restricted Subsidiaries that in the aggregate secure obligations in an amount not in excess of the greater of (i) 10% of Consolidated Tangible Assets, and (ii) U.S.$1.0 billion.

"Permitted Liquidity Facility" means a loan facility or facilities made available to the Issuer or any Restricted Subsidiary; *provided*, that the aggregate principal amount of utilized and unutilized commitments under such facilities must not exceed U.S.$1.0 billion (or its equivalent in another currency) at any time.

"Permitted Merger Jurisdictions" has the meaning set forth in Section 4.1(a)(i)(B)(1).

"Permitted Secured Obligations" means (i) indebtedness under the 2017 Facilities Agreement and any refinancing thereof made in accordance with the 2017 Facilities Agreement that is secured by the Collateral, (ii) notes (or similar instruments) outstanding on the date of the 2017 Facilities Agreement required to be secured by the Collateral pursuant to their terms, or any refinancing thereof permitted by the 2017 Facilities Agreement, (iii) the Existing Senior Notes and (iv)future Indebtedness secured by the Collateral to the extent permitted by the 2017 Facilities Agreement.

"Person" means an individual, partnership, limited partnership, corporation, company, limited liability company, unincorporated organization, trust or joint venture, or a governmental agency or political subdivision thereof.

"Post-Petition Interest" means all interest accrued or accruing after the commencement of any insolvency or liquidation proceeding (and interest that would accrue but for the commencement of any insolvency or liquidation proceeding) in accordance with and at the contract rate (including, without limitation, any rate applicable upon default) specified in the agreement or instrument creating, evidencing or governing any Indebtedness, whether or not, pursuant to applicable law or otherwise, the claim for such interest is allowed as a claim in such insolvency or liquidation proceeding.

"Preferred Stock" of any Person means any Capital Stock of such Person that has preferential rights over any other Capital Stock of such Person with respect to dividends, distributions or mandatory redemptions or upon liquidation.

"Private Placement Legend" has the meaning assigned to it in Section 2.8(b).

"Purchase Money Indebtedness" means Indebtedness Incurred for the purpose of financing all or any part of the purchase price or cost of construction of any property other than Capital Stock; *provided*, that the aggregate principal amount of such Indebtedness does not exceed the lesser of the Fair Market Value of such property or such purchase price or cost, including any Refinancing of such Indebtedness that does not increase the aggregate principal amount (or accreted amount, if less) thereof as of the date of Refinancing.

"QIB" means a "qualified institutional buyer" as defined in Rule 144A.

"Qualified Capital Stock" means any Capital Stock that is not Disqualified Capital Stock and any warrants, rights or options to purchase or acquire Capital Stock that is not Disqualified Capital Stock that are not convertible into or exchangeable into Disqualified Capital Stock.

"Qualified Receivables Transaction" means any transaction or series of transactions that may be entered into by the Issuer or any Restricted Subsidiary pursuant to which the Issuer or any Restricted Subsidiary may sell, convey, assign or otherwise transfer to a Receivables Entity any Receivables Assets to obtain funding for the operations of the Issuer and its Restricted Subsidiaries:

(1) for which no term of any portion of the Indebtedness or any other obligations (contingent or otherwise) or securities Incurred or issued by any Person in connection therewith:

  (a) directly or indirectly provides for recourse to, or any obligation of, the Issuer or any Restricted Subsidiary in any way, whether pursuant to a Guarantee or otherwise, except for Standard Undertakings,

  (b) directly or indirectly subjects any property or asset of the Issuer or any Restricted Subsidiary (other than Capital Stock of a Receivables Subsidiary) to the satisfaction thereof, except for Standard Undertakings, or

  (c) results in such Indebtedness, other obligations or securities constituting Indebtedness of the Issuer or a Restricted Subsidiary, including following a default thereunder, and

(2) for which the terms of any Affiliate Transaction between the Issuer or any Restricted Subsidiary, on the one hand, and any Receivables Entity, on the other, other than Standard Undertakings and Permitted Investments, are no less favorable than those that could reasonably be expected to be obtained in a comparable transaction at such time on an arm's-length basis from a Person that is not an Affiliate of the Issuer, and

(3) in connection with which, neither the Issuer nor any Restricted Subsidiary has any obligation to maintain or preserve a Receivable Entity's financial condition, cause a Receivables Entity to achieve certain levels of operating results, fund losses of a Receivables Entity, or except in connection with Standard Undertakings, purchase assets of a Receivables Entity.

"Rating Agencies" mean Fitch, Moody's and S&P. In the event that Fitch, Moody's or S&P is no longer in existence or issuing ratings, such organization may be replaced by a nationally recognized statistical rating organization (as defined in Rule 15c3-1(c)(2)(vi)(F) of the Exchange Act or any successor provision) designated by the Issuer with notice to the Trustee.

"Receivables Assets" means:

(1) accounts receivable, leases, conditional sale agreements, instruments, chattel paper, installment sale contracts, obligations, general intangibles, and other similar assets, in each case relating to goods, inventory or services of the Issuer and its Subsidiaries,

(2) equipment and equipment residuals relating to any of the foregoing,

(3) contractual rights, Guarantees, letters of credit, Liens, insurance proceeds, collections and other similar assets, in each case related to the foregoing, and

(4) proceeds of all of the foregoing.

"Receivables Entity" means a Receivables Subsidiary or any other Person not an Affiliate of the Issuer, in each case whose sole business activity is to engage in Qualified Receivables Transactions, including to issue securities or other interests in connection with a Qualified Receivables Transaction.

"Receivables Subsidiary" means an Unrestricted Subsidiary of the Issuer that engages in no activities other than Qualified Receivables Transactions and activities related thereto and that is designated by the Issuer as a Receivables Subsidiary. Any such designation by the Issuer will be evidenced to the Trustee by filing with the Trustee an Officer's Certificate of the Issuer.

"Record Date" has the meaning assigned to it in the Form of Face of Note contained in Exhibit A hereto.

"Redemption Date" means, with respect to any redemption of the Notes, the date fixed for such redemption pursuant to this Indenture and the Notes.

"Refinance" means, in respect of any Indebtedness, to issue any Indebtedness in exchange for or to refinance, repay, redeem, replace, defease or refund such Indebtedness in whole or in part. "Refinanced" and "Refinancing" will have correlative meanings. Indebtedness the proceeds of which are applied to temporarily repay outstanding amounts under the 2017 Facilities Agreement, which amounts are then redrawn and applied to refinance, repay, redeem, replace, defease or refund other Indebtedness, shall be deemed to Refinance such other Indebtedness.

"Refinancing Indebtedness" means Indebtedness of the Issuer or any Restricted Subsidiary issued to Refinance any other Indebtedness of the Issuer or a Restricted Subsidiary so long as:

(1) the aggregate principal amount (or initial accreted value, if applicable) of such new Indebtedness as of the date of such proposed Refinancing does not exceed the aggregate principal amount (or accreted value as of such date, if applicable) of the Indebtedness being Refinanced (plus fees, underwriting discounts and expenses, including any premium and defeasance costs);

(2) such new Indebtedness has:

(a) a Weighted Average Life to Maturity that is equal to or greater than the Weighted Average Life to Maturity of the Indebtedness being Refinanced, and

(b) a final maturity that is equal to or later than the final maturity of the Indebtedness being Refinanced or, in the case of Indebtedness without a stated maturity, July 19, 2022; and

(3) if the Indebtedness being Refinanced is:

(a) Indebtedness of the Issuer, then such Refinancing Indebtedness will be Indebtedness of the Issuer and/or any Note Guarantor,

(b) Indebtedness of a Note Guarantor, then such Refinancing Indebtedness will be Indebtedness of the Issuer and/or any Note Guarantor,

(c) Indebtedness of any of the Restricted Subsidiaries, then such Refinancing Indebtedness will be Indebtedness of such Restricted Subsidiary, the Issuer and/or any Note Guarantor, and

(d) Subordinated Indebtedness, then such Refinancing Indebtedness shall be subordinate to the Notes or the relevant Note Guarantee, if applicable, at least to the same extent and in the same manner as the Indebtedness being Refinanced.

"Registrar" has the meaning assigned to it in Section 2.3(a).

"Regulation S" means Regulation S under the Securities Act or any successor regulation.

"Regulation S Global Note" has the meaning assigned to it in Section 2.1(e).

"Resale Restriction Termination Date" means for any Restricted Note (or beneficial interest therein), that is (a) not a Regulation S Global Note, the date on which the Issuer instructs the Trustee in writing to remove the Private Placement Legend from the Restricted Notes in accordance with the procedures described in Section 2.9(h) (which instruction is expected to be given on or about the one year anniversary of the issuance of the Restricted Notes) or (b) a Regulation S Global Note (or Certificated Note issued in respect thereof pursuant to Section 2.7(c)), the date on which the Distribution Compliance Period therefor terminates.

"Restricted Note" means any Issue Date Note (or beneficial interest therein) or any Additional Note (or beneficial interest therein) not originally issued and sold pursuant to an effective registration statement under the Securities Act until such time as:

(i) the Resale Restriction Termination Date therefor has passed; or

(ii) the Private Placement Legend therefor has otherwise been removed pursuant to Section 2.9 or, in the case of a beneficial interest in a Global Note, such beneficial interest has been exchanged for an interest in a Global Note not bearing a Private Placement Legend.

"Restricted Obligations" has the meaning assigned to it in Section 10.6(b).

"Restricted Payment" has the meaning set forth in Section 3.11(a).

"Restricted Subsidiary" means any Subsidiary of the Issuer, which at the time of determination is not an Unrestricted Subsidiary.

"Reversion Date" has the meaning assigned to in Section 3.22(e).

"Revocation" has the meaning set forth in Section 3.14(b).

"Rule 144" means Rule 144 under the Securities Act (or any successor rule).

"Rule 144A" means Rule 144A under the Securities Act (or any successor rule).

"Rule 144A Global Note" has the meaning assigned to it in Section 2.1(d).

"S&P" means Standard & Poor's Ratings Group and any successor to its rating agency business.

"Sale and Leaseback Transaction" means any direct or indirect arrangement with any Person or to which any such Person is a party providing for the leasing to the Issuer or a Restricted Subsidiary of any property, whether owned by the Issuer or any Restricted Subsidiary at the Issue Date or later acquired, which has been or is to be sold or transferred by the Issuer or such Restricted Subsidiary to such Person or to any other Person by whom funds have been or are to be advanced on the security of such property.

"Securities Act" means the Securities Act of 1933, as amended.

"Security Agent" means Wilmington Trust (London) Limited, as security agent under the 2017 Facilities Agreement and the Intercreditor Agreement.

"Security Documents" has the meaning assigned to it in Section 7.13.

"Senior Indebtedness" means (i) the Notes and any other Indebtedness of the Issuer or any Note Guarantor that ranks equal in right of payment with the Notes or the relevant Note Guarantee, as the case may be or (ii) Indebtedness for borrowed money or constituting Capitalized Lease Obligations of any Restricted Subsidiary other than a Note Guarantor.

"Significant Subsidiary" means a Subsidiary of the Issuer constituting a "Significant Subsidiary" of the Issuer in accordance with Rule 1-02(w) of Regulation S-X under the Securities Act in effect on the date hereof.

"Special Record Date" has the meaning assigned to it in Section 2.13(a).

"SPV Perpetuals" means the perpetual debentures issued by special purpose vehicles in December 2006, February 2007 and March 2007, as amended or supplemented from time to time.

"Standard Undertakings" means representations, warranties, covenants, indemnities and similar obligations, including servicing obligations, entered into by the Issuer or any Subsidiary of the Issuer in connection with a Qualified Receivables Transaction, which are customary in similar non-recourse receivables securitization, purchase or financing transactions.

"Subordinated Indebtedness" means, with respect to the Issuer or any Note Guarantor, any Indebtedness of the Issuer or such Note Guarantor, as the case may be, which is expressly subordinated in right of payment to the Notes or the relevant Note Guarantee, as the case may be.

"Subsidiary" means with respect to any Person, any corporation, partnership, joint venture, limited liability company, trust, estate or other entity of which (or in which) more than fifty percent (50%) of (a) in the case of a corporation, the issued and outstanding Capital Stock having ordinary voting power to elect a majority of the board of directors of such corporation (irrespective of whether at the time Capital Stock of any other class or classes of such corporation shall or might have voting power upon the occurrence of any contingency that has not occurred and is not in the control of such Person), (b) in the case of a limited liability company, partnership or joint venture, the voting or other power to control the actions of such limited liability company, partnership or joint venture or (c) in the case of a trust or estate, the voting or other power to control the actions of such trust or estate, is at the time directly or indirectly owned or controlled by (X) such Person, (Y) such Person and one or more of its other Subsidiaries or (Z) one or more of such Person's other Subsidiaries. Unless the context otherwise requires, all references herein to a "Subsidiary" shall refer to a Subsidiary of the Issuer.

"Successor Issuer" has the meaning assigned to it in Section 4.1(a)(i)(B).

"Successor Note Guarantor" has the meaning assigned to it in Section 4.1(b)(i).

"Suspended Covenants" has the meaning assigned to it in Section 3.22(b).

"Suspension Date" has the meaning assigned to it in Section 3.22(c).

"Suspension Period" has the meaning assigned to it in Section 3.22(e).

"Swiss Note Guarantor" has the meaning assigned to it in Section 10.6(a).

"Taxes" has the meaning assigned to it in Section 3.21(a).

"Taxing Jurisdiction" has the meaning assigned to it in Section 3.21(a).

"Transfer Agent" has the meaning assigned to it in Section 2.3(a).

"Transportation Agreements" means, in respect of any Person, any agreement or arrangement designed to protect such Person from fluctuations in prices related to transportation.

"Trust Officer" means, when used with respect to the Trustee, any officer within the corporate trust department of the Trustee, having direct responsibility for the administration of this Indenture, or any other officer of the Trustee to whom any corporate trust matter is referred because of such person's knowledge of and familiarity with the particular subject.

"Trustee" means the party named as such in the introductory paragraph to this Indenture until a successor replaces it in accordance with the terms of this Indenture and, thereafter, means the successor.

"Undervalued Asset" has the meaning assigned to it in Section 10.6(f).

"Uniform Commercial Code" means the Uniform Commercial Code as in effect from time to time in the State of New York.

"Unrestricted Subsidiary" means any Subsidiary of the Issuer designated as such pursuant to Section 3.14. Any such Designation may be revoked by the Issuer, subject to the provisions of such covenant.

"USA PATRIOT Act" has the meaning assigned to it in Section 12.16.

"U.S. Government Obligations" means direct obligations (or certificates representing an ownership interest in such obligations) of, or guaranteed by, the United States of America (including any agency or instrumentality thereof) for the payment of which the full faith and credit of the United States of America is pledged and which are not callable or redeemable at the issuer's option.

"U.S. Legal Tender" means such coin or currency of the United States of America, as at the time of payment shall be legal tender for the payment of public and private debts.

"U.S. Person" means a "U.S. person" as defined in Regulation S.

"Voting Stock" with respect to any Person, means securities of any class of Capital Stock of such Person entitling the holders thereof (whether at all times or only so long as no senior class of stock has voting power by reason of any contingency) to vote in the election of members of the Board of Directors (or equivalent governing body) of such Person.

"Weighted Average Life to Maturity" means, when applied to any Indebtedness at any date, the number of years (calculated to the nearest one-twelfth) obtained by dividing:

(1) the sum of the products obtained by multiplying:

(a) the amount of each then remaining installment, sinking fund, serial maturity or other required payment of principal or liquidation preference, as the case may be, including payment at final maturity, in respect thereof, by

(b) the number of years (calculated to the nearest one-twelfth) which will elapse between such date and the making of such payment; by

(2) the then outstanding aggregate principal amount or liquidation preference, as the case may be, of such Indebtedness.

"Wholly Owned Subsidiary" means, for any Person, any Subsidiary (Restricted Subsidiary in the case of the Issuer) of which at least 99.5% of the outstanding Capital Stock (other than, in the case of a Subsidiary not organized in the United States, directors' qualifying shares or an immaterial amount of shares required to be owned by other Persons pursuant to applicable law) is owned by such Person or any other Person that satisfies this definition in respect of such Person.

Section 1.2 [Reserved].

Section 1.3 Rules of Construction. Unless the context otherwise requires:

(1) a term has the meaning assigned to it;

(2) an accounting term not otherwise defined has the meaning assigned to it in accordance with GAAP;

(3) "or" is not exclusive;

(4) "including" means including without limitation;

(5) words in the singular include the plural and words in the plural include the singular; and

(6) references to the payment of principal of the Notes shall include applicable premium, if any.

ARTICLE II

THE NOTES

Section 2.1 Form and Dating.

(a) The Issue Date Notes are being originally offered and sold by the Issuer pursuant to a Purchase Agreement, dated as of June 2, 2020, among the Issuer, the Note Guarantors party thereto, and BBVA Securities Inc., Citigroup Global Markets Inc., Credit Agricole Securities (USA) Inc. and J.P. Morgan Securities LLC, as representatives of the initial purchasers named therein. The Notes will be issued as one or more Global Notes in fully registered form without interest coupons, and only in denominations of U.S.$200,000 and in integral multiples of U.S.$1,000 in excess thereof. Each such Global Note shall constitute a single Note for all purposes under this Indenture. Certificated Notes, if issued pursuant to the terms hereof, will be issued in fully registered certificated form without coupons. The Notes may only be issued in definitive fully registered form without coupons and only in denominations of U.S.$200,000 and in integral multiples of U.S.$1,000 in excess thereof. The Notes and the Trustee's certificate of authentication shall be substantially in the form of Exhibit A hereto.

(b) The terms and provisions of the Notes, the form of which is in Exhibit A hereto, shall constitute, and are hereby expressly made, a part of this Indenture, and, to the extent applicable, the Issuer, the Note Guarantors and the Trustee, by their execution and delivery of this Indenture, expressly agree to such terms and provisions and to be bound thereby. Except as otherwise expressly permitted in this Indenture, all Notes (including Additional Notes) shall be identical in all respects. Notwithstanding any differences among them, all Notes issued under this Indenture shall vote and consent together on all matters as one class and are otherwise treated as a single issue of securities.

(c) The Notes may have notations, legends or endorsements as specified in Section 2.8 or as otherwise required by law, stock exchange rule or DTC, Euroclear or Clearstream rule or usage. The Issuer and the Trustee shall approve any changes to the form of the Notes attached to this Indenture and any additional notation, legend or endorsement required to be inserted on them. Each Note shall be dated the date of its authentication.

(d) Notes originally offered and sold to QIBs in reliance on Rule 144A will be issued in the form of one or more permanent Global Notes (each, a "Rule 144A Global Note"). Each Rule 144A Global Note shall be deposited on behalf of the purchasers of the Notes represented thereby with the Note Custodian and registered in the name of DTC or its nominee, for credit to the accounts maintained at DTC. In no event shall any Person hold an interest in a Rule 144A Global Note other than in or through accounts maintained at DTC.

(e) Notes originally offered and sold outside the United States in reliance on Regulation S will be issued in the form of one or more permanent Global Notes (each, a "Regulation S Global Note").

(f) Each Regulation S Global Note shall be deposited on behalf of the purchasers of the Notes represented thereby with the Note Custodian and registered in the name of DTC or its nominee, for credit to the accounts maintained at DTC by or on behalf of Euroclear or Clearstream. In no event shall any Person hold an interest in a Regulation S Global Note other than in or through accounts maintained at DTC by or on behalf of Euroclear or Clearstream.

Section 2.2 Execution and Authentication.

(a) Any Officer of the Issuer may sign the Notes for the Issuer by manual, facsimile or electronic signature. If an Officer whose signature is on a Note no longer holds that office at the time the Trustee authenticates the Note, the Note shall be valid nevertheless.

(b) A Note shall not be valid until electronically or manually authenticated by an authorized signatory of the Trustee or an agent appointed by the Trustee (and reasonably acceptable to the Issuer) for such purpose (an "Authenticating Agent"). The electronic or manual signature of an authorized signatory of the Trustee or an Authenticating Agent on a Note shall be conclusive evidence that such Note has been duly and validly authenticated and issued under this Indenture. Unless limited by the terms of its appointment, an Authenticating Agent may authenticate Notes whenever the Trustee may do so. Each reference in this Indenture to authentication by the Trustee includes authentication by an Authenticating Agent.

(c) At any time and from time to time after the execution and delivery of this Indenture, the Trustee shall authenticate and make available for delivery Notes upon a written order of the Issuer signed by an Officer of the Issuer (the "Issuer Order"). An Issuer Order shall specify the amount of the Notes to be authenticated and the date on which the original issue of Notes is to be authenticated.

(d) In case a Successor Issuer has executed an indenture supplemental hereto with the Trustee pursuant to Article IV, any of the Notes authenticated or delivered prior to such transaction may, from time to time, at the request of the Successor Issuer be exchanged for other Notes executed in the name of the Successor Issuer with such changes in phraseology and form as may be appropriate, but otherwise identical to the Notes surrendered for such exchange and of like principal amount; and the Trustee, upon Issuer Order of the Successor Issuer, shall authenticate and deliver Notes as specified in such order for the purpose of such exchange. If Notes shall at any time be authenticated and delivered in any new name of a Successor Issuer pursuant to this Section 2.2 in exchange or substitution for or upon registration of transfer of any Notes, such Successor Issuer, at the option of the Holders but without expense to them, shall provide for the exchange of all Notes at the time Outstanding for Notes authenticated and delivered in such new name.

Section 2.3 Registrar, Paying Agent and Transfer Agent.

(a) The Issuer shall maintain an office or agency in the Borough of Manhattan, City of New York, that shall keep a register of the Notes (the "Note Register") and of their transfer and exchange (the "Registrar"), where Notes may be presented or surrendered for registration of transfer or for exchange (the "Transfer Agent"), where Notes may be presented for payments (the "Payment Agent") and for the service of notices and demands to or upon the Issuer in respect of the Notes and this Indenture. The Issuer may have one or more co-Registrars and one or more additional paying agents. The term "Paying Agent" includes any additional paying agent.

(b) The Issuer shall enter into an appropriate agency agreement with any Registrar, Paying Agent or co-Registrar not a party to this Indenture. The agreement shall implement the provisions of this Indenture that relate to such agent. The Issuer shall notify the Trustee of the name and address of each such agent. If the Issuer fails to maintain a Registrar or Paying Agent, the Trustee shall act as such and shall be entitled to appropriate compensation therefor pursuant to Section 7.7. The Issuer or any Affiliate of the Issuer may act as Paying Agent, Registrar or co-Registrar, or transfer agent.

(c) The Issuer initially designates the Corporate Trust Office of the Trustee as such office or agency of the Issuer as required by Section 2.3(a) and appoints the Trustee as Registrar, Paying Agent, Transfer Agent and agent for service of demands and notices in connection with the Notes and this Indenture, until such time as another Person is appointed as such.

Section 2.4 Paying Agent to Hold Money in Trust. The Issuer shall require each Paying Agent (other than the Trustee) to agree in writing that such Paying Agent shall hold in trust for the benefit of Holders or the Trustee all money held by such Paying Agent for the payment of principal of or interest on the Notes and shall notify the Trustee in writing of any Default by the Issuer or any Note Guarantor in making any such payment. If the Issuer or an Affiliate of the Issuer acts as Paying Agent, it shall segregate the money held by it as Paying Agent and hold it as a separate trust fund. The Issuer at any time may require a Paying Agent (other than the Trustee) to pay all money held by it to the Trustee and to account for any funds disbursed by such Paying Agent. Upon complying with this Section 2.4, the Paying Agent (if other than the Issuer or any Affiliate of the Issuer) shall have no further liability for the money delivered to the Trustee. Upon any proceeding under any Bankruptcy Law with respect to the Issuer or any Affiliate of the Issuer, if the Issuer or such Affiliate is then acting as Paying Agent, the Trustee shall replace the Issuer or such Affiliate as Paying Agent.

Section 2.5 Holder Lists. The Trustee shall preserve in as current a form as is reasonably practicable the most recent list available to it of the names and addresses of Holders. At any time that the Trustee is not the Registrar the Issuer shall furnish to the Trustee, in writing at least seven Business Days before each Interest Payment Date and at such other times as the Trustee may request in writing, a list in such form and as of such date as the Trustee may reasonably require of the names and addresses of Holders.

Section 2.6 CUSIP Numbers. The Issuer in issuing Notes may use “CUSIP” numbers, as applicable (if then generally in use), and, if so, the Trustee shall use for the Securities “CUSIP” number in notices to the Holders as a convenience to such Holders; *provided*, that any such notice may state that no representation is made as to the correctness of such numbers either as printed on the Notes or as contained in any notice and that reliance may be placed only on the other identification numbers printed on the Notes, and any such notice shall not be affected by any defect in or omission of such numbers. The Issuer will promptly notify the Trustee in writing of any changes in the “CUSIP” numbers.

Section 2.7 Global Note Provisions.

(a) Each Global Note initially shall: (i) be registered in the name of DTC or the nominee of DTC, (ii) be delivered to the Note Custodian and (iii) bear the appropriate legends as set forth in Section 2.8 and Exhibit A hereto. Any Global Note may be represented by one or more certificates. The aggregate principal amount of each Global Note may from time to time be increased or decreased by adjustments made on the records of the Note Custodian, as provided in this Indenture.

(b) Except as provided in clause (iii) of Section 2.7(c), members of, or participants in, DTC ("Agent Members") shall have no rights under this Indenture with respect to any Global Note held on their behalf by DTC or by the Note Custodian, and DTC may be treated by the Issuer, any Note Guarantor, the Trustee, the Paying Agent, the Transfer Agent, the Note Custodian, the Registrar and any of their respective agents as the absolute owner of such Global Note for all purposes whatsoever. Notwithstanding the foregoing, nothing herein shall (i) prevent the Issuer, the Trustee, the Paying Agent, the Transfer Agent, the Note Custodian, the Registrar or any of their respective agents from giving effect to any written certification, proxy or other authorization furnished by DTC or (ii) impair, as between DTC and its Agent Members, the operation of customary practices of DTC governing the exercise of the rights of an owner of a beneficial interest in any Global Note. The registered Holder of a Global Note may grant proxies and otherwise authorize any person, including DTC, or its nominee, Agent Members and persons that may hold interests through Agent Members, to take any action that a Holder is entitled to take under this Indenture or the Notes.

(c) Except as provided in this Section 2.7(c), owners of beneficial interests in Global Notes will not be entitled to receive Certificated Notes in exchange for such beneficial interests.

(i) Certificated Notes shall be issued to all owners of beneficial interests in a Global Note in exchange for such beneficial interests if (A) DTC notifies the Issuer that it is unwilling or unable to continue as depositary for such Global Note or (B) DTC ceases to be a clearing agency registered under the Exchange Act, at a time when DTC is required to be so registered in order to act as depositary, and in each case a successor depositary is not appointed by the Issuer within 90 days of such notice. In connection with the exchange of an entire Global Note for Certificated Notes pursuant to this clause (i) of this Section 2.7(c), such Global Note shall be deemed to be surrendered to the Trustee for cancellation, and the Issuer shall execute, and upon Issuer Order, the Trustee shall authenticate and deliver to each beneficial owner identified by DTC in exchange for its beneficial interest in such Global Note, an equal aggregate principal amount of Certificated Notes of authorized denominations, and the Registrar shall register such exchanges in the Note Register.

(ii) The owner of a beneficial interest in a Global Note will be entitled to receive Certificated Notes in exchange for such interest if an Event of Default has occurred and is continuing. If an Event of Default has occurred and is continuing, upon receipt by the Registrar of instructions from Agent Members through DTC on behalf of the owner of a beneficial interest in a Global Note directing the Registrar to exchange such beneficial owner's beneficial interest in such Global Note for Certificated Notes, subject to and in accordance with the Applicable Procedures, the Issuer shall promptly execute, and upon Issuer Order, the Trustee shall authenticate and make available for delivery to such beneficial owner, Certificated Notes in a principal amount equal to such beneficial interest in such Global Note.

(iii) If (A) an event described in clause (i) of Section 2.7(c) occurs and Certificated Notes are not issued promptly to all beneficial owners or (B) the Registrar receives from a beneficial owner the instructions described in clause (ii) of Section 2.7(c) and Certificated Notes are not issued promptly to any such beneficial owner, the Issuer expressly acknowledges, with respect to the right of any Holder to pursue a remedy pursuant to Section 6.6 hereof, the right of any beneficial owner of Notes to pursue such remedy with respect to the portion of the Global Note that represents such beneficial owner's Notes as if such Certificated Notes had been issued.

Section 2.8 Legends.

(a) Each Global Note shall bear the legend specified therefor in Exhibit A hereto on the face thereof.

(b) Each Restricted Note shall bear the private placement legend specified therefor in Exhibit A hereto on the face thereof (the "Private Placement Legend").

Section 2.9 Transfer and Exchange.

(a) Transfers of Beneficial Interests in a Rule 144A Global Note. If the owner of a beneficial interest in a Rule 144A Global Note that is a Restricted Note wishes to transfer such interest (or portion thereof) pursuant to Rule 144 (if available) or to a Non-U.S. Person pursuant to Regulation S:

(i) upon receipt by the Registrar of:

(A) instructions from an Agent Member given to DTC in accordance with the Applicable Procedures directing DTC to credit or cause to be credited a beneficial interest in the Regulation S Global Note in a principal amount equal to the principal amount of the beneficial interest to be transferred,

(B) instructions given in accordance with the Applicable Procedures containing information regarding the account to be credited with such increase, and

(C) a certificate in the form of Exhibit B or Exhibit C hereto, as applicable, duly executed by the transferor;

(ii) the Note Custodian shall increase the Regulation S Global Note and decrease the Rule 144A Global Note in accordance with the foregoing, and the Registrar shall register the transfer in the Note Register.

(b) Transfers of Beneficial Interests in a Regulation S Global Note. Subject to the Applicable Procedures, the following provisions shall apply with respect to any proposed transfer of an interest in a Regulation S Global Note that is a Restricted Note:

If the owner of a beneficial interest in a Regulation S Global Note that is a Restricted Note wishes to transfer such interest (or a portion thereof) to a QIB pursuant to Rule 144A:

(A) upon receipt by the Registrar of:

(1) instructions from an Agent Member given to DTC in accordance with the Applicable Procedures directing DTC to credit or cause to be credited a beneficial interest in the Rule 144A Global Note in a principal amount equal to the principal amount of the beneficial interest to be transferred,

(2) instructions given in accordance with the Applicable Procedures containing information regarding the account to be credited with such increase, and

(3) a certificate in the form of Exhibit D hereto, duly executed by the transferor;

(B) the Note Custodian shall increase the Rule 144A Global Note and decrease the Regulation S Global Note in accordance with the foregoing, and the Registrar shall register the transfer in the Note Register.

(c) Other Transfers. Any registration of transfer of Restricted Notes (including Certificated Notes) not described above (other than a transfer of a beneficial interest in a Global Note that does not involve an exchange of such interest for a Certificated Note or a beneficial interest in another Global Note, which must be effected in accordance with applicable law and the Applicable Procedures, but is not subject to any procedure required by this Indenture) shall be made only upon receipt by the Registrar of such Opinions of Counsel, certificates and such other evidence reasonably required by and satisfactory to it in order to ensure compliance with the Securities Act or in accordance with Section 2.9(d).

(d) Use and Removal of Private Placement Legends. Upon the registration of transfer, exchange or replacement of Notes (or beneficial interests in a Global Note) not bearing (or not required to bear upon such transfer, exchange or replacement) a Private Placement Legend, the Note Custodian and Registrar shall exchange such Notes (or beneficial interests) for beneficial interests in a Global Note or Certificated Notes if they have been issued pursuant to Section 2.7(c) that does not bear a Private Placement Legend. Upon the registration of transfer, exchange or replacement of Notes (or beneficial interests in a Global Note) bearing a Private Placement Legend, the Note Custodian and Registrar shall deliver only Notes (or beneficial interests in a Global Note) that bear a Private Placement Legend unless:

(i) such Notes (or beneficial interests) are transferred pursuant to Rule 144 upon delivery to the Registrar of a certificate of the transferor in the form of Exhibit C hereto, and an Opinion of Counsel reasonably satisfactory to the Registrar;

(ii) such Notes (or beneficial interests) are transferred, replaced or exchanged after the Resale Restriction Termination Date therefor and, in the case of any such Restricted Notes, the Issuer has complied with the applicable procedures for delegending in accordance with Section 2.9(h); or

(iii) in connection with such registration of transfer, exchange or replacement the Registrar shall have received an Opinion of Counsel, certificates and such other evidence reasonably satisfactory to the Issuer and the Registrar to the effect that neither such Private Placement Legend nor the related restrictions on transfer are required in order to maintain compliance with the provisions of the Securities Act.

The Holder of a Global Note bearing a Private Placement Legend may exchange an interest therein for an equivalent interest in a Global Note not bearing a Private Placement Legend upon transfer of such interest pursuant to this Section 2.9(d).

(e) Consolidation of Global Notes and Exchange of Certificated Notes for Beneficial Interests in Global Notes. If a Global Note not bearing a Private Placement Legend is Outstanding at the time of a removal of legends pursuant to Section 2.9(h), any interests in a Global Note delegended pursuant to Section 2.9(h) shall be exchanged for interests in such Outstanding Global Note, subject to the proviso at the end of Section 2.14(a).

(f) Retention of Documents. The Registrar and the Trustee shall retain copies of all letters, notices and other written communications received pursuant to this Article II and in accordance with the Trustee's, or if different, the Registrar's, record retention procedures. The Issuer shall have the right to inspect and make copies of all such letters, notices or other written communications at any reasonable time upon the giving of reasonable written notice to the Registrar or the Trustee, as the case may be.

(g) General Provisions Relating to Transfers and Exchanges.

(i) Subject to the other provisions of this Section 2.9, when Notes are presented to the Registrar or a co-Registrar with a request to register the transfer of such Notes or to exchange such Notes for an equal principal amount of Notes of other authorized denominations, the Registrar or co-Registrar shall register the transfer or make the exchange as requested if its requirements for such transaction are met; *provided*, that any Notes presented or surrendered for registration of transfer or exchange shall be duly endorsed or accompanied by a written instrument of transfer in form satisfactory to the Registrar or co-Registrar, duly executed by the Holder thereof or his attorney duly authorized in writing.

(ii) To permit registrations of transfers and exchanges and subject to the other terms and conditions of this Article II, the Issuer will execute, and upon Issuer Order, the Trustee will authenticate and make available for delivery, Certificated Notes and Global Notes, as applicable, at the Registrar's or co-Registrar's request.

(iii) No service charge shall be made to a Holder for any registration of transfer or exchange, but the Issuer and the Trustee may require payment of a sum sufficient to cover any transfer tax, assessments, or similar governmental charge payable in connection therewith (other than any such transfer taxes, assessments or similar governmental charges payable upon exchange or transfer pursuant to Section 3.8, Section 3.9, Section 5.1 or Section 9.5).

(iv) The Registrar or co-Registrar shall not be required to register the transfer of or exchange of (x) any Note for a period beginning (1) 15 days before the mailing of a notice of an offer to repurchase or redeem Notes and ending at the close of business on the day of such mailing or (2) 15 days before an Interest Payment Date and ending on such Interest Payment Date and (y) any Note selected for repurchase or redemption, except the unrepurchased or unredeemed portion thereof, if any.

(v) Prior to the due presentation for registration of transfer of any Note, the Issuer, the Trustee, the Paying Agent, the Transfer Agent, the Registrar or any co-Registrar may deem and treat the Person in whose name a Note is registered as the absolute owner of such Note for the purpose of receiving payment of principal of and interest on such Note and for all other purposes whatsoever, whether or not such Note is overdue, and none of the Issuer, the Trustee, the Paying Agent, the Transfer Agent, the Registrar or any co-Registrar or the Note Custodian shall be affected by notice to the contrary.

(vi) All Notes issued upon any transfer or exchange pursuant to the terms of this Indenture shall evidence the same debt and shall be entitled to the same benefits under this Indenture as the Notes surrendered upon such transfer or exchange.

(vii) Subject to Section 2.7 and this Section 2.9, in connection with the exchange of a portion of a Certificated Note for a beneficial interest in a Global Note, the Trustee shall cancel such Certificated Note, and the Issuer shall execute, and upon Issuer Order, the Trustee shall authenticate and make available for delivery to the exchanging Holder, a new Certificated Note representing the principal amount not so exchanged.

(h) Applicable Procedures for Delegending.

(i) Promptly after one year has elapsed following (A) the Issue Date or (B) if the Issuer has issued Additional Notes with the same terms and the same CUSIP number as the Issue Date Notes pursuant to this Indenture within one year following the Issue Date, the date of original issuances of such Additional Notes, if the relevant Notes are freely tradable pursuant to Rule 144 under the Securities Act by Holders who are not Affiliates of the Issuer where no conditions of Rule 144 are then applicable (other than the holding period requirement in paragraph (d)(1)(ii) of Rule 144 so long as such holding period requirement is satisfied), the Issuer shall:

(1) instruct the Trustee in writing to remove the Private Placement Legend from such Notes, and upon receipt of such instruction, the Private Placement Legend shall be deemed removed from any Global Notes representing such Notes without further action on the part of Holders;

(2) notify Holders of such Notes that the Private Placement Legend has been removed or deemed removed; and

(3) instruct DTC to change the CUSIP number for such Notes to the unrestricted CUSIP number for the Notes.

In no event will the failure of the Issuer to provide any notice set forth in this paragraph or of the Trustee to remove the Private Placement Legend constitute a failure by the Issuer to comply with any of its covenants or agreements set forth in Section 6.1 or otherwise. Any Restricted Note (or security issued in exchange or substitution therefor) as to which such restrictions on transfer shall have expired in accordance with their terms may, upon surrender of such Restricted Note for exchange to the Registrar in accordance with the provisions of Article II of this Indenture, be exchanged for a new Note or Notes, of like tenor and aggregate principal amount, which shall not bear the Private Placement Legend. The Issuer shall notify the Trustee in writing upon occurrence of the Resale Restriction Termination Date for any Note.

(ii) In the case of a Regulation S Global Note, after the Resale Restriction Termination Date of any such Regulation S Global Note, the Issuer may, at its sole option:

(1) instruct the Trustee in writing to remove the Private Placement Legend from such Regulation S Global Note (including setting forth the basis for such removal), and upon receipt of such instruction, the Private Placement Legend shall be deemed removed from such Regulation S Global Note without further action on the part of Holders; and

(2) instruct DTC to change the CUSIP number for such Notes to the unrestricted CUSIP number for the Notes.

(iii) Notwithstanding any provision herein to the contrary, in the event that Rule 144 as promulgated under the Securities Act (or any successor rule) is amended to change the one-year holding period thereunder (or the corresponding period under any successor rule), (A) each reference in this Section 2.9(h) to "one year" and in the Private Placement Legend described in Section 2.8(b) and Exhibit A hereto to "ONE YEAR" shall be deemed for all purposes hereof to be references to such changed period, and (B) all corresponding references in this Indenture (including the definition of Resale Restriction Termination Date), the Notes and the Private Placement Legends thereon shall be deemed for all purposes hereof to be references to such changed period; *provided*, that such changes shall not become effective if they are otherwise prohibited by, or would otherwise cause a violation of, the then-applicable federal securities laws; *provided further* that if such change does not apply to existing Notes, all references to "one year" in this Indenture shall not be deemed for all purposes hereof to be references to such changed period. This Section 2.9(h) shall apply to successive amendments to Rule 144 (or any successor rule) changing the holding period thereunder.

(i) No Obligation of the Trustee.

(i) The Trustee shall have no responsibility or obligation to any beneficial owner of an interest in a Global Note, Agent Members or any other

Persons with respect to the accuracy of the records of DTC or its nominee or of Agent Members, with respect to any ownership interest in the Notes or with respect to the delivery to any Agent Member, beneficial owner or other Person (other than DTC) of any notice (including any notice of redemption) or the payment of any amount or delivery of any Notes (or other security or property) under or with respect to such Notes. All notices and communications to be given to the Holders and all payments to be made to Holders in respect of the Notes shall be given or made only to or upon the order of the registered Holders (which shall be DTC or its nominee in the case of a Global Note). The rights of beneficial owners in any Global Note shall be exercised only through DTC, subject to the applicable rules and procedures of DTC. The Trustee may rely and shall be fully protected in relying upon information furnished by DTC with respect to its Agent Members and any beneficial owners.

(ii) The Trustee shall have no obligation or duty to monitor, determine or inquire as to compliance with any restrictions on transfer imposed under this Indenture or under applicable law with respect to any transfer of any interest in any Note (including any transfers between or among Agent Members or beneficial owners in any Global Note) other than to require delivery of such certificates and other documentation or evidence as are expressly required by, and to do so if and when expressly required by, the terms of this Indenture, and to examine the same to determine substantial compliance as to form with the express requirements hereof.

Section 2.10 Mutilated, Destroyed, Lost or Stolen Notes.

(a) If a mutilated Note is surrendered to the Registrar or if the Holder of a Note claims that the Note has been lost, destroyed or wrongfully taken, the Issuer shall execute, and upon Issuer Order, the Trustee shall authenticate and make available for delivery, a replacement Note for such mutilated, lost or stolen Note, of like tenor and principal amount, bearing a number not contemporaneously Outstanding if:

(i) the requirements of Section 8-405 of the Uniform Commercial Code are met,

(ii) the Holder satisfies any other reasonable requirements of the Trustee, and

(iii) neither the Issuer nor the Trustee has received notice that such Note has been acquired by a protected purchaser (as defined in Section 8-303 of the Uniform Commercial Code). If required by the Trustee or the Issuer, such Holder shall furnish an affidavit of loss and indemnity bond sufficient in the judgment of the Issuer and the Trustee to protect the Issuer, the Trustee, the Paying Agent, the Transfer Agent, the Registrar or any co-Registrar and the Note Custodian from any loss that any of them may suffer if a Note is replaced.

(b) Upon the issuance of any new Note under this Section 2.10, the Issuer may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Trustee) in connection therewith.

(c) Every new Note issued pursuant to this Section 2.10 in exchange for any mutilated Note, or in lieu of any destroyed, lost or stolen Note, shall constitute an original additional contractual obligation of the Issuer, any Note Guarantor and any other obligor upon the Notes, whether or not the mutilated, destroyed, lost or stolen Note shall be at any time enforceable by anyone, and shall be entitled to all benefits of this Indenture equally and proportionately with any and all other Notes duly issued hereunder.

Section 2.11 Temporary Notes. Until definitive Notes are ready for delivery, the Issuer may execute, and upon Issuer Order, the Trustee will authenticate and make available for delivery, temporary Notes. Temporary Notes will be substantially in the form of definitive Notes but may have variations that the Issuer considers appropriate for temporary Notes. Without unreasonable delay, the Issuer will prepare and execute, and upon Issuer Order, the Trustee will authenticate and make available for delivery, definitive Notes. After the preparation of definitive Notes, the temporary Notes will be exchangeable for definitive Notes upon surrender of the temporary Notes at the office or agency maintained by the Issuer pursuant to Section 2.3 for that purpose and such exchange shall be without charge to the Holder. Upon surrender for cancellation of any one or more temporary Notes, the Issuer will execute, and upon Issuer Order, the Trustee will authenticate and make available for delivery in exchange therefor, one or more definitive Notes representing an equal principal amount of Notes. Until so exchanged, the Holder of temporary Notes shall in all respects be entitled to the same benefits under this Indenture as a Holder of definitive Notes.

Section 2.12 Cancellation. The Issuer at any time may deliver Notes to the Trustee for cancellation. The Registrar, the Paying Agent and the Transfer Agent shall forward to the Trustee any Notes surrendered to them for registration of transfer, exchange or payment. The Trustee and no one else shall cancel and dispose of canceled Notes in accordance with its policy of disposal or upon written request of the Issuer, return to the Issuer all Notes surrendered for registration of transfer, exchange, payment or cancellation. The Issuer may not issue new Notes to replace Notes it has paid or delivered to the Trustee for cancellation for any reason other than in connection with a registration of transfer or exchange upon Issuer Order.

Section 2.13 Defaulted Interest. When any installment of interest becomes overdue (a “Defaulted Interest”), such installment shall forthwith cease to be payable to the Holders in whose names the Notes were registered on the Record Date applicable to such installment of interest. Defaulted Interest (including any interest on such Defaulted Interest) shall be paid by the Issuer, at its election, as provided in clause (a) or clause (b) below.

(a) The Issuer may elect to make payment of any Defaulted Interest (including any interest payable on such Defaulted Interest) to the Holders in whose names the Notes are registered at the close of business on a special record date for the payment of such Defaulted Interest (a "Special Record Date"), which shall be fixed in the following manner. The Issuer shall notify the Trustee in writing of the amount of Defaulted Interest proposed to be paid and the date of the proposed payment, and at the same time the Issuer shall deposit with the Trustee an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Trustee for such deposit prior to the date of the proposed payment, such money when deposited to be held in trust for the benefit of the Holders entitled to such Defaulted Interest as provided in this Section 2.13(a). Thereupon the Trustee shall fix a Special Record Date for the payment of such Defaulted Interest, which shall be not more than fifteen (15) calendar days and not less than ten (10) calendar days prior to the date of the proposed payment and not less than ten (10) calendar days after the receipt by the Trustee of the notice of the proposed payment. The Trustee shall promptly notify the Issuer of such Special Record Date and, in the name and at the expense of the Issuer, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be sent, first-class mail, postage prepaid, to each Holder at such Holder's address as it appears in the Note Register, not less than ten (10) calendar days prior to such Special Record Date. Notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor having been mailed as aforesaid, such Defaulted Interest shall be paid to the Holders in whose names the Notes are registered at the close of business on such Special Record Date and shall no longer be payable pursuant to clause (b) below; or

(b) The Issuer may make payment of any Defaulted Interest (including any interest on such Defaulted Interest) in any other lawful manner not inconsistent with the requirements of any securities exchange on which the Notes may be listed, and upon such notice as may be required by such exchange, if, after notice given by the Issuer to the Trustee of the proposed payment pursuant to this Section 2.13(b), such manner of payment shall be deemed practicable by the Trustee. The Trustee shall in the name and at the expense of the Issuer cause prompt notice of the proposed payment and the date thereof to be sent, first-class mail, postage prepaid, to each Holder at such Holder's address as it appears in the Note Register.

Section 2.14 Additional Notes.

(a) The Issuer may, from time to time, subject to compliance with any other applicable provisions of this Indenture, without the consent of the Holders, create and issue pursuant to this Indenture additional notes ("Additional Notes") that shall have terms and conditions identical to those of the other Outstanding Notes, except with respect to:

(i) the Issue Date;

(ii) the amount of interest payable on the first Interest Payment Date therefor;

(iii) the issue price; and

(iv) any adjustments necessary in order to conform to and ensure compliance with the Securities Act (or other applicable securities laws) and any agreement applicable to such Additional Notes, which are not adverse in any material respect to the Holder of any Outstanding Notes (other than such Additional Notes).

The Issue Date Notes and any Additional Notes shall be treated as a single series for all purposes under this Indenture; *provided* that such Additional Notes are either (i) part of the same "issue" as the Issue Date Notes for U.S. federal income tax purposes, (ii) issued pursuant to a "qualified reopening" for U.S. federal income tax purposes, or (iii) issued with a different CUSIP or other similar numbers than the Issue Date Notes to the extent required to comply with securities or tax law requirements, including to permit delegending pursuant to Section 2.9(h).

(b) With respect to any Additional Notes, the Issuer will set forth in an Officer's Certificate of the Issuer (the "Additional Note Certificate"), copies of which will be delivered to the Trustee, the following information:

(i) the aggregate principal amount of such Additional Notes to be authenticated and delivered pursuant to this Indenture;

(ii) the Issue Date and the issue price of such Additional Notes; and

(iii) whether such Additional Notes will be subject to transfer restrictions under the Securities Act (or other applicable securities laws).

ARTICLE III

COVENANTS

Section 3.1 Payment of Notes.

(a) The Issuer shall pay the principal of and interest (including Defaulted Interest) on the Notes in U.S. Legal Tender on the dates and in the manner provided in the Notes and in this Indenture. Prior to 10:00 a.m. New York City time, on the Business Day prior to each Interest Payment Date and the Maturity Date, the Issuer shall deposit with the Paying Agent in immediately available funds U.S. Legal Tender sufficient to make cash payments due on such Interest Payment Date or Maturity Date, as the case may be. If the Issuer or an Affiliate of the Issuer is acting as Paying Agent, the Issuer or such Affiliate shall, prior to 10:00 a.m. New York City time on the Business Day prior to each Interest Payment Date and the Maturity Date, segregate and hold in trust U.S. Legal Tender, sufficient to make cash payments due on such Interest Payment Date or Maturity Date, as the case may be. Principal and interest shall be considered paid on the date due if on such date the Trustee or the Paying Agent (other than the Issuer or an Affiliate of the Issuer) holds in accordance with this Indenture U.S. Legal Tender designated for and sufficient to pay all principal and interest then due and the Trustee or the Paying Agent, as the case may be, is not prohibited from paying such money to the Holders on that date pursuant to the terms of this Indenture.

(b) Notwithstanding anything to the contrary contained in this Indenture, the Issuer may, to the extent it is required to do so by law, deduct or withhold income or other similar taxes imposed by the United States of America from principal or interest.

(c) In order to comply with applicable tax laws (inclusive of rules, regulations and interpretations promulgated by competent authorities) related to the Indenture in effect from time to time ("Applicable Tax Law") that a foreign financial institution, issuer, trustee, paying agent or other party is or has agreed to be subject to, the Issuer agrees (i) to provide to the Trustee and the Paying Agent sufficient information about the parties and/or transactions (including any modification to the terms of such transactions) so the Trustee and the Paying Agent can determine whether it has tax related obligations under Applicable Tax Law, (ii) that the Trustee and the Paying Agent shall be entitled to make any withholding or deduction from payments to the extent necessary to comply with Applicable Tax Law for which the Trustee and the Paying Agent shall not have any liability and (iii) to hold harmless the Trustee and the Paying Agent for any losses it may suffer due to the actions it takes to comply with Applicable Tax Law. The terms of this section shall survive the termination of this Indenture.

Section 3.2 Maintenance of Office or Agency.

(a) The Issuer shall maintain each office or agency required under Section 2.3. The Issuer will give prompt written notice to the Trustee of any change in the location of any such office or agency. If at any time the Issuer shall fail to maintain any such required office or agency or shall fail to furnish the Trustee with the address thereof, such presentations, surrenders, notices and demands may be made or served at the Corporate Trust Office of the Trustee, and the Issuer hereby appoints the Trustee as its agent to receive all such presentations, surrenders, notices and demands.

(b) The Issuer may also from time to time designate one or more other offices or agencies (in or outside of the City of New York) where the Notes may be presented or surrendered for registration of transfer or for exchange and may from time to time rescind any such designation; *provided, however*, that no such designation or rescission shall in any manner relieve the Issuer of its obligation to maintain an office or agency in the City of New York for such purposes. The Issuer will give prompt written notice to the Trustee of any such designation or rescission and any change in the location of any such other office or agency.

Section 3.3 Corporate Existence. Subject to Article IV, the Issuer will do or cause to be done all things necessary to preserve and keep in full force and effect its corporate existence.

Section 3.4 Payment of Taxes and Other Claims. The Issuer will pay or discharge or cause to be paid or discharged, before the same shall become delinquent, (i) all taxes, assessments and governmental charges levied or imposed upon the Issuer or any Restricted Subsidiary or for which it or any of them are otherwise liable, or upon the income, profits or property of the Issuer or any Restricted Subsidiary and (ii) all lawful claims for labor, materials and supplies, which, if unpaid, might by law become a liability or Lien upon the property of the Issuer or any Restricted Subsidiary; *provided, however,* that the Issuer shall not be required to pay or discharge or cause to be paid or discharged any such tax, assessment, charge or claim whose amount, applicability or validity is being contested in good faith by appropriate proceedings and for which appropriate reserves, if necessary (in the good faith judgment of the Issuer), are being maintained in accordance with GAAP or where the failure to effect such payment will not be disadvantageous to the Holders.

Section 3.5 Compliance Certificate. The Issuer and each Note Guarantor shall deliver to the Trustee within 105 days after the end of each fiscal year of the Issuer (which fiscal year ends on December 31 of each year, subject to any change in fiscal year following the Issue Date) an Officer's Certificate stating that in the course of the performance by the signers of their duties as Officers of the Issuer or such Note Guarantor, as the case may be, they would normally have knowledge of any Default or Event of Default and whether or not the signers know of any Default or Event of Default that occurred during the previous fiscal year. If they do, the certificate shall describe the Default or Event of Default, its status and what action the Issuer or such Note Guarantor is taking or proposes to take with respect thereto.

Section 3.6 Further Instruments and Acts.

(a) The Issuer and each Note Guarantor will execute and deliver such further instruments and do such further acts as may be reasonably necessary or proper or as the Trustee may reasonably request to carry out more effectively the purpose of this Indenture.

(b) The Issuer and the Note Guarantors shall take, and shall cause their Subsidiaries party thereto to take, any and all actions required under the Intercreditor Agreement and the Security Documents to cause the Intercreditor Agreement and the Security Documents to create and maintain, as security for the Obligations of the Issuer and the Note Guarantors hereunder, a valid and enforceable perfected security interest on all the Collateral, in favor of the Security Agent for the equal and ratable benefit of the Holders of the Notes, and the other Permitted Secured Obligations, first in priority to any and all security interests at any time granted upon the Collateral, subject in all respects to Liens imposed by law and Liens for judgments, taxes, assessments or governmental charges.

Section 3.7 Waiver of Stay, Extension or Usury Laws. The Issuer and each Note Guarantor covenant (to the fullest extent permitted by applicable law) that they will not at any time insist upon, plead, or in any manner whatsoever claim or take the benefit or advantage of, any stay or extension law or any usury law or other law that would prohibit or forgive the Issuer or such Note Guarantor from paying all or any portion of the principal of or interest on the Notes as contemplated herein, wherever enacted, now or at any time hereafter in force, or which may affect the covenants or the performance of this Indenture. The Issuer and each Note Guarantor hereby expressly waives (to the fullest extent permitted by applicable law) all benefit or advantage of any such law, and covenants that it will not hinder, delay or impede the execution of any power herein granted to the Trustee, but will suffer and permit the execution of every such power as though no such law had been enacted.

Section 3.8 Change of Control.

(a) If a Change of Control occurs, each Holder will have the right to require that the Issuer purchase all or a portion (in integral multiples of U.S.$1,000) of the Holder's Notes at a purchase price equal to 101% of the principal amount thereof, plus accrued and unpaid interest thereon to, but not including, the date of purchase (the "Change of Control Payment") on the terms and conditions set forth herein.

(b) Within 30 days following the date upon which the Change of Control occurred, the Issuer shall send, electronically or by first-class mail, a Change of Control Notice to each Holder, with a copy to the Trustee, offering to purchase the Notes as described above (a "Change of Control Offer"). The Change of Control Notice shall state, among other things, the purchase date, which must be no earlier than 30 days nor later than 60 days from the date the notice is electronically sent or mailed, other than as may be required by law (the "Change of Control Payment Date").

(c) On the Change of Control Payment Date, the Issuer will, to the extent lawful:

(i) accept for payment all Notes or portions thereof properly tendered and not withdrawn pursuant to the Change of Control Offer;

(ii) deposit with the Paying Agent funds in an amount equal to the Change of Control Payment in respect of all Notes or portions thereof so tendered; and

(iii) deliver or cause to be delivered to the Trustee the Notes so accepted together with an Officer's Certificate stating the aggregate principal amount of Notes or portions thereof being purchased by the Issuer.

(d) If only a portion of a Note is purchased pursuant to a Change of Control Offer, a new Note in a principal amount equal to the portion thereof not purchased will be issued in the name of the Holder thereof upon cancellation of the original Note (or appropriate adjustments to the amount and beneficial interests in a Global Note will be made, as appropriate); *provided*, that each new Note shall be in a minimum principal amount of U.S.$200,000 and in integral multiples of U.S.$1,000 in excess thereof. Notes (or portions thereof) purchased pursuant to a Change of Control Offer will be canceled and cannot be reissued.

(e) The Issuer will not be required to make a Change of Control Offer upon a Change of Control if:

(i) a third party makes the Change of Control Offer in the manner, at the times and otherwise in compliance with the requirements set forth in this Indenture applicable to a Change of Control Offer made by the Issuer and purchases all Notes properly tendered and not withdrawn under the Change of Control Offer, or

(ii) notice of redemption with respect to all Outstanding Notes has been given pursuant to this Indenture as described under Section 5.4 unless and until there is a default in payment of the applicable redemption price.

(f) The Issuer will comply with the requirements of Rule 14e-1 under the Exchange Act and any other securities laws and regulations in connection with the purchase of Notes to the extent that they apply in connection with a Change of Control Offer. To the extent that the provisions of any securities laws or regulations conflict with the "Change of Control" provisions of this Indenture, the Issuer will comply with the applicable securities laws and regulations and will not be deemed to have breached its obligations under this Indenture by doing so.

Section 3.9 Limitation on Incurrence of Additional Indebtedness.

(a) The Issuer will not, and will not cause or permit any of its Restricted Subsidiaries to, directly or indirectly, Incur any Indebtedness, including Acquired Indebtedness, except that the Issuer and/or any Restricted Subsidiary may Incur Indebtedness, including Acquired Indebtedness, if, at the time of and immediately after giving *pro forma* effect to the Incurrence thereof and the application of the proceeds therefrom, the Consolidated Fixed Charge Coverage Ratio of the Issuer is greater than or equal to 2.0 to 1.0; *provided* that, the amount of Indebtedness that may be Incurred by Restricted Subsidiaries that are not Note Guarantors under this Section 3.9(a) (after giving *pro forma* effect to the Incurrence thereof and the application of the proceeds therefrom), shall not exceed the greater of (i) 10% of Consolidated Tangible Assets and (ii) U.S.$1.5 billion, at any one time outstanding.

(b) Notwithstanding clause (a) above, the Issuer and/or any of its Restricted Subsidiaries, as applicable, may Incur the following Indebtedness ("Permitted Indebtedness"):

(i) Indebtedness consisting of the Notes, excluding Additional Notes;

(ii) Guarantees by the Issuer and/or any Note Guarantor of Indebtedness of the Issuer or any Restricted Subsidiary permitted under this Indenture; *provided*, that if any such Guarantee is of Subordinated Indebtedness, then the obligations of the Issuer under the Notes and this Indenture or the Note Guarantee of such Note Guarantor, as applicable, will be senior to the Guarantee of such Subordinated Indebtedness;

(iii) Indebtedness of the Issuer and/or any of its Restricted Subsidiaries outstanding on the Issue Date (excluding Indebtedness permitted under clauses (v), (vi), (vii) or (x) of this definition of Permitted Indebtedness);

(iv) Hedging Obligations, Compensation Related Hedging Obligations and any Guarantees thereof and any reimbursement obligations with respect to letters of credit related thereto, in each case entered into by the Issuer and/or any of its Restricted Subsidiaries; *provided*, that upon the drawing of such letters of credit, such obligations are reimbursed within 30 days following such drawing;

(v) intercompany Indebtedness between the Issuer and any Restricted Subsidiary or between any Restricted Subsidiaries; *provided*, that in the event that at any time any such Indebtedness ceases to be held by the Issuer or a Restricted Subsidiary, such Indebtedness shall be deemed to be Incurred and not permitted by this clause (v) at the time such event occurs;

(vi) Indebtedness of the Issuer and/or any of its Restricted Subsidiaries arising from (A) the honoring by a bank or other financial institution of a check, draft or similar instrument inadvertently drawn against insufficient funds in the ordinary course of business; *provided*, that such Indebtedness is extinguished within five Business Days of Incurrence; or (B) any cash pooling or other cash management agreements in place with a bank or financial institution but only to the extent of offsetting credit balances of the Issuer and/or its Restricted Subsidiaries pursuant to such cash pooling or other cash management agreement;

(vii) Indebtedness of the Issuer and/or any of its Restricted Subsidiaries represented by (A) endorsements of negotiable instruments in the ordinary course of business (excluding an *aval*), (B) documentary credits (including all forms of letter of credit), performance bonds or guarantees, advance payments, bank guarantees, bankers' acceptances, surety or appeal bonds or similar instruments for the account of, or guaranteeing performance by, the Issuer and/or any Restricted Subsidiary in the ordinary course of business, (C) reimbursement obligations with respect to letters of credit in the ordinary course of business, (D) reimbursement obligations with respect to letters of credit and performance Guarantees in the ordinary course of business to the extent required pursuant to the terms of any Investment made pursuant to clause (12) of the definition of "Permitted Investment" and (E) other Guarantees by the Issuer and/or any Restricted Subsidiary in favor of a bank or financial institution in respect of obligations of that bank or financial institution to a third party in an amount not to exceed U.S.$500.0 million at any one time outstanding; *provided*, that in the case of clauses (B), (C) and (D) above, upon the drawing of such letters of credit or the Incurrence of such Indebtedness, such obligations are reimbursed within 30 days following such drawing or Incurrence;

(viii) Refinancing Indebtedness in respect of:

(A) Indebtedness (other than Indebtedness owed to the Issuer or any Subsidiary of the Issuer) Incurred pursuant to clause (a) above (it being understood that no Indebtedness outstanding on the Issue Date is Incurred pursuant to such clause (a) above), or

(B) Indebtedness Incurred pursuant to clause (i), (ii) or (iii) above or this clause (viii);

(ix) Capitalized Lease Obligations, Sale and Leaseback Transactions, export credit facilities with a maturity of at least one year and Purchase Money Indebtedness of, including Guarantees of any of the foregoing by, the Issuer and/or any Restricted Subsidiary, in an aggregate principal amount at any one time outstanding not to exceed U.S.$1.75 billion;

(x) Indebtedness arising from agreements entered into by the Issuer and/or a Restricted Subsidiary providing for bona fide indemnification, adjustment of purchase price or similar obligations not for financing purposes, in each case, Incurred or assumed in connection with the acquisition or disposition of any business, assets or Capital Stock of a Restricted Subsidiary (including minority interests); *provided*, that in the case of a disposition, the maximum aggregate liability in respect of such Indebtedness shall at no time exceed the gross proceeds actually received by the Issuer and its Restricted Subsidiaries in connection with such disposition;

(xi) Indebtedness of the Issuer and/or any of its Restricted Subsidiaries in an aggregate amount not to exceed U.S.$1.0 billion at any one time outstanding; *provided*, that no more than U.S.$250.0 million of such Indebtedness at any one time outstanding (excluding any Indebtedness under a Permitted Liquidity Facility) may be Incurred by Restricted Subsidiaries that are not Note Guarantors, which amount shall be increased by the corresponding amount of other Indebtedness of Restricted Subsidiaries other than the Note Guarantors outstanding on the Issue Date and subsequently repaid from time to time but in any event not to exceed U.S.$500.0 million at any one time outstanding; *provided, further, however*, that (A) the Issuer and/or any of its Restricted Subsidiaries may Incur Indebtedness under a Permitted Liquidity Facility and (B) in the event that the Issuer and/or any of its Restricted Subsidiaries shall have Incurred Indebtedness under a Permitted Liquidity Facility that increases the amount outstanding at such time pursuant to this clause (xi) in excess of U.S.$1.0 billion, then up to U.S.$1.2 billion may be Incurred pursuant to this clause (xi) at any one time outstanding;

(xii) (A) Indebtedness of the Issuer and/or any of its Restricted Subsidiaries in respect of factoring arrangements or Inventory Financing arrangements or (B) other Indebtedness of the Issuer and/or any of its Restricted Subsidiaries with a maturity of 12 months or less for working capital purposes, not to exceed in the aggregate at any one time (calculated as of the end of the most recent fiscal quarter for which consolidated financial information of the Issuer is available) the greater of:

(1) The sum of:

(x) 20% of the net book value of the inventory of the Issuer and its Restricted Subsidiaries and

(y) 20% of the net book value of the accounts receivable of the Issuer and its Restricted Subsidiaries (excluding accounts receivable pledged to secure Indebtedness or subject to a Qualified Receivables Transaction), less, in each case, the amount of any permanent repayments or reductions of commitments in respect of such Indebtedness made with the Net Cash Proceeds of an Asset Sale in order to comply with Section 3.12; or

(2) U.S.$350.0 million;

(xiii) [Reserved];

(xiv) Indebtedness of the Issuer and/or any of its Restricted Subsidiaries for taxes levied, assessments due and other governmental charges required to be paid as a matter of law or regulation in the ordinary course of business; *provided*, that such Indebtedness shall be permitted to be Incurred only at such time that the 2017 Facilities Agreement (or any refinancing thereof) shall contain an exception to allow the Incurrence of Indebtedness to pay taxes;

(xv) [Reserved];

(xvi) Indebtedness of the Issuer and/or any of its Restricted Subsidiaries Incurred and/or issued to refinance Qualified Receivables Transactions in existence on the Issue Date;

(xvii) Acquired Indebtedness in an aggregate amount at any one time outstanding under this clause (xvii) not to exceed U.S.$200.0 million; and

(xviii) (A) any Indebtedness that constitutes an Investment that the Issuer and/or any of its Restricted Subsidiaries is contractually committed to Incur as of the Issue Date in any Person (other than a Subsidiary) in which the Issuer or any of its Restricted Subsidiaries maintains an Investment; and (B) Guarantees up to U.S.$100.0 million in any calendar year by the Issuer and/or any Restricted Subsidiary of Indebtedness of any Person in which the Issuer or any of its Restricted Subsidiaries maintains an Investment minus any Investment other than such guarantees in such Person during such calendar year pursuant to clause (17)(b) of the definition of "Permitted Investments."

(c) Notwithstanding anything to the contrary contained in this Section 3.9,

(i) The Issuer shall not, and shall not permit any Note Guarantor to, Incur any Permitted Indebtedness pursuant to Section 3.9(b) if the proceeds thereof are used, directly or indirectly, to Refinance any Subordinated Indebtedness unless such Indebtedness shall be subordinated to the Notes or the applicable Note Guarantee, as the case may be, to at least the same extent as such Subordinated Indebtedness.

(ii) For purposes of determining compliance with, and the outstanding principal amount of, any particular Indebtedness Incurred pursuant to and in compliance with this Section 3.9, the amount of Indebtedness issued at a price that is less than the principal amount thereof will be equal to the amount of the liability in respect thereof determined in accordance with GAAP. Accrual of interest, the accretion or amortization of original issue discount, the payment of regularly scheduled interest in the form of additional Indebtedness of the same instrument or the payment of regularly scheduled dividends on Disqualified Capital Stock in the form of additional Disqualified Capital Stock with the same terms will not be deemed to be an Incurrence of Indebtedness for purposes of this Section 3.9. For purposes of determining compliance with this Section 3.9, mark-to- market fluctuations of Hedging Obligations or derivatives shall not constitute Incurrence of Indebtedness.

(iii) For purposes of determining compliance with this Section 3.9, the principal amount of Indebtedness denominated in foreign currency shall be calculated based on the relevant currency exchange rate in effect on the date such Indebtedness was Incurred, in the case of term Indebtedness, or first committed, in the case of revolving credit Indebtedness; *provided*, that if such Indebtedness is Incurred to refinance other Indebtedness denominated in foreign currency, and such refinancing would cause the applicable restriction to be exceeded if calculated at the relevant currency exchange rate in effect on the date of such refinancing, such restriction shall be deemed not to have been exceeded so long as the principal amount of such Refinancing Indebtedness does not exceed the principal amount of such Indebtedness being refinanced. Notwithstanding any other provision of this Section 3.9, the maximum amount of Indebtedness Incurred to refinance other Indebtedness, if Incurred in a different currency from the Indebtedness being refinanced, shall be calculated based on the currency exchange rate applicable to the currencies in which such Refinancing Indebtedness is denominated that is in effect on the date of such refinancing.

(iv) For purposes of determining compliance with this Section 3.9:

(A) in the event that an item of Indebtedness meets the criteria of more than one of the types of Indebtedness described above, including, without limitation, in Section 3.9(a), the Issuer, in its sole discretion, will classify such item of Indebtedness at the time of Incurrence and only be required to include the amount and type of such Indebtedness in one of the above clauses and may later reclassify all or a portion of such item of Indebtedness as having been Incurred pursuant to any other clause to the extent such Indebtedness could be Incurred pursuant to such clause at the time of such reclassification; and

(B) the Issuer will be entitled to divide and classify an item of Indebtedness in more than one of the types of Indebtedness described above, including, without limitation, Section 3.9(a).

Section 3.10 [Reserved].

Section 3.11 Limitation on Restricted Payments.

(a) The Issuer will not, and will not cause or permit any of its Restricted Subsidiaries to, directly or indirectly, take any of the following actions (each, a "Restricted Payment"):

(i) declare or pay any dividend or return of capital or make any distribution on or in respect of shares of Capital Stock of the Issuer or any Restricted Subsidiary to holders of such Capital Stock, other than:

(A) dividends, distributions or returns on capital to the extent payable in Qualified Capital Stock of the Issuer,

(B) dividends, distributions or returns on capital payable to the Issuer and/or a Restricted Subsidiary,

(C) dividends, distributions or returns of capital made on a *pro rata* basis to the Issuer and its Restricted Subsidiaries, on the one hand, and minority holders of Capital Stock of a Restricted Subsidiary, on the other hand (or on less than a *pro rata* basis to any minority holder);

(ii) purchase, redeem or otherwise acquire or retire for value:

(A) any Capital Stock of the Issuer (other than in connection with the settlement or termination of an Equity Derivative Agreement to the extent that such settlement or termination would be deemed to be a purchase or redemption of Capital Stock of the Issuer), or

(B) any Capital Stock of any Restricted Subsidiary held by an Affiliate of the Issuer or any Preferred Stock of a Restricted Subsidiary, except for:

(1) Capital Stock held by the Issuer or a Restricted Subsidiary, or

(2) purchases, redemptions, acquisitions or retirements for value of Capital Stock on a *pro rata* basis from the Issuer and/or any Restricted Subsidiaries, on the one hand, and minority holders of Capital Stock of a Restricted Subsidiary, on the other hand, according to their respective percentage ownership of the Capital Stock of such Restricted Subsidiary;

(iii) make any principal payment on, purchase, defease, redeem, prepay, decrease or otherwise acquire or retire for value, prior to any scheduled final maturity, scheduled repayment or scheduled sinking fund payment, as the case may be, any Subordinated Indebtedness (excluding any intercompany indebtedness); or

(iv) make any Investment (other than Permitted Investments);

if at the time of the Restricted Payment immediately after giving effect thereto:

(A) a Default or an Event of Default shall have occurred and be continuing;

(B) the Issuer is not able to Incur at least U.S.$1.00 of additional Indebtedness pursuant to Section 3.9(a); or

(C) the aggregate amount (the amount expended for these purposes, if other than in cash, being the Fair Market Value of the relevant property at the time of the making thereof) of the proposed Restricted Payment and all other Restricted Payments made subsequent to the Issue Date up to the date thereof (including without duplication, Restricted Payments permitted by clause(b)(i) below, but excluding all other Restricted Payments permitted by clause (b) below), less any Investment Return calculated as of the date thereof, shall exceed the sum of:

(1) 50% of cumulative Consolidated Net Income of the Issuer (or, if cumulative Consolidated Net Income of the Issuer is a loss, 100% of the loss taken as a negative amount), accrued during the period, treated as one accounting period, beginning on January 1, 2017 to the end of the most recent fiscal quarter for which consolidated financial information of the Issuer is available, *less* the amount of cash benefits to the Issuer or a Restricted Subsidiary that the Issuer elects to net against Investments pursuant to clause (12) of the definition of "Permitted Investments"; plus

(2) 100% of the aggregate net cash proceeds received by the Issuer from any Person from any:

- contribution to the equity capital of the Issuer (not representing an interest in Disqualified Capital Stock) or issuance and sale of Qualified Capital Stock of the Issuer, in each case, subsequent to the Issue Date, or
- issuance and sale subsequent to the Issue Date (and, in the case of Indebtedness of a Restricted Subsidiary, at such time as it was a Restricted Subsidiary) of any Indebtedness for borrowed money of the Issuer or any Restricted Subsidiary that has been converted into or exchanged for Qualified Capital Stock of the Issuer, excluding, in each case, any net cash proceeds:
- received from a Subsidiary of the Issuer;
- used to redeem Notes under Article V;
- used to acquire Capital Stock or other assets from an Affiliate of the Issuer; or
- applied in accordance with clause (ii)(B) or (iii)(A) of Section 3.11(b) below; plus

(3) U.S.$500.0 million

(b) Notwithstanding Section 3.11(a), this Section 3.11 does not prohibit:

(i) the payment of any dividend within 60 days after the date of declaration of such dividend if the dividend would have been permitted on the date of declaration pursuant to Section 3.11(a);

(ii) if no Default or Event of Default shall have occurred and be continuing, the purchase, redemption or other acquisition or retirement for value of any Capital Stock of the Issuer or any Restricted Subsidiary,

(A) in exchange for Qualified Capital Stock of the Issuer, or

(B) through the application of the net cash proceeds received by the Issuer from a substantially concurrent sale of Qualified Capital Stock of the Issuer or a contribution to the equity capital of the Issuer not representing an interest in Disqualified Capital Stock, in each case, not received from a Subsidiary of the Issuer;

provided, that the value of any such Qualified Capital Stock issued in exchange for such acquired Capital Stock and any such net cash proceeds shall be excluded from Section 3.11(a)(C)(2) (and were not included therein at any time);

(iii) if no Default or Event of Default shall have occurred and be continuing, the voluntary prepayment, purchase, defeasance, redemption or other acquisition or retirement for value of any Subordinated Indebtedness:

(A) solely in exchange for, or through the application of net cash proceeds of a substantially concurrent sale, other than to a Subsidiary of the Issuer, of Qualified Capital Stock of the Issuer, or

(B) solely in exchange for Refinancing Indebtedness for such Subordinated Indebtedness,

provided, that the value of any Qualified Capital Stock issued in exchange for Subordinated Indebtedness and any net cash proceeds referred to above shall be excluded from Section 3.11(a)(C)(2) (and were not included therein at any time);

(iv) repurchases by the Issuer of Common Stock of the Issuer or options, warrants or other securities exercisable or convertible into Common Stock of the Issuer from employees or directors of the Issuer or any of its Subsidiaries or their authorized representatives upon the death, disability or termination of employment or directorship of the employees or directors, in an amount not to exceed U.S.$5.0 million in any calendar year and any repurchases other than in connection with compensation of Common Stock of the Issuer pursuant to binding written agreements in effect on the Issue Date;

(v) payments of dividends on Disqualified Capital Stock issued pursuant to the covenant described under Section 3.9;

(vi) non-cash repurchases of Capital Stock deemed to occur upon exercise of stock options, warrants or other similar rights if such Capital Stock represents a portion of the exercise price of such options, warrants or other similar rights;

(vii) cash payments in lieu of the issuance of fractional shares in connection with the exercise of warrants, options or other securities convertible into or exchangeable for Capital Stock of the Issuer;

(viii) purchases of any Subordinated Indebtedness of the Issuer (A) at a purchase price not greater than 101% of the principal amount thereof (together with accrued and unpaid interest) in the event of the occurrence of a Change of Control or (B) at a purchase price not greater than 100% of the principal amount thereof (together with accrued and unpaid interest) in the event of an Asset Sale in accordance with provisions similar to those set forth under Section 3.12; *provided, however*, that prior to such purchase of any such Subordinated Indebtedness, the Issuer has made the Change of Control Offer or Asset Sale Offer as provided under Section 3.8 or Section 3.12, respectively, and has purchased all Notes validly tendered and not properly withdrawn pursuant thereto;

(ix) recapitalization of earnings on or in respect of the Qualified Capital Stock of the Issuer pursuant to which additional Qualified Capital Stock of the Issuer or the right to subscribe for additional Capital Stock of the Issuer is issued to the existing shareholders of the Issuer on a *pro rata* basis (which, for the avoidance of doubt, shall not allow any payment in cash to be made in respect of Qualified Capital Stock of the Issuer pursuant to this clause (ix));

(x) the making of any payment on, or the purchase, defeasance, redemption, prepayment, decrease or other acquisition or retirement for value of, any Subordinated Indebtedness Incurred pursuant to Section 3.9(a) or Section 3.9(b)(iii);

(xi) Restricted Payments that, when taken together with all Restricted Payments made pursuant to this clause (xi), do not exceed U.S.$250.0 million in any calendar year; and

(xii) so long as no Event of Default has occurred and is continuing other Restricted Payments so long as, on the date of such Restricted Payment and after giving effect thereto on a *pro forma* basis, the Consolidated Leverage Ratio of the Issuer would be no greater than 3.75 to 1.0.

(c) The amount of all Restricted Payments (or transfer or issuance that would constitute Restricted Payments but for the exclusions from the definition thereof) and Permitted Investments (other than cash) will be the Fair Market Value on the date of the transfer or issuance of the asset(s) or securities proposed to be transferred or issued by the Issuer or such Restricted Subsidiary, as the case may be, pursuant to the Restricted Payment (or transfer or issuance that would constitute a Restricted Payment but for the exclusions from the definition thereof) or Permitted Investment.

(d) For purposes of determining compliance with this Section 3.11, in the event that a proposed Restricted Payment (or a portion thereof) meets the criteria of clauses (i) through (xii) of Section 3.11(b) or is entitled to be made pursuant to Section 3.11(a) or as a Permitted Investment, the Issuer, in its sole discretion, will be able to classify or later reclassify (based on circumstances existing on the date of such reclassification) such Restricted Payment (or a portion thereof) between clauses (i) through (xii) of Section 3.11(b) and Section 3.11(a) or as a Permitted Investment in any manner that otherwise complies with this Section 3.11.

Section 3.12 Limitation on Asset Sales.

(a) The Issuer will not, and will not permit any of its Restricted Subsidiaries to, consummate an Asset Sale unless:

(i) the Issuer or the applicable Restricted Subsidiary, as the case may be, receives consideration at the time of the Asset Sale at least equal to the Fair Market Value (to be determined as of the date on which such sale is contracted) of the assets sold or otherwise disposed of, and

(ii) other than in respect of Permitted Asset Swap Transactions, at least 75% of the consideration received for the assets sold by the Issuer or the Restricted Subsidiary, as the case may be, in the Asset Sale shall be in the form of cash or Cash Equivalents received at the time of such Asset Sale; *provided*, *however*, for the purposes of this clause (ii), the following are also deemed to be cash or Cash Equivalents:

(A) the assumption of Indebtedness (other than Subordinated Indebtedness) of the Issuer or any Restricted Subsidiary and the release of the Issuer or such Restricted Subsidiary from all liability on such Indebtedness in connection with such Asset Sale;

(B) any securities, notes or obligation received by the Issuer or any Restricted Subsidiary from the transferee that are, within 180 days after the Asset Sale, converted by the Issuer or such Restricted Subsidiary into cash, to the extent of cash received in that conversion;

(C) Capital Stock of a Person who is or who, after giving effect to such Asset Sale, becomes, a Restricted Subsidiary; and

(D) any Designated Non-cash Consideration received by the Issuer or such Restricted Subsidiary in connection with such Asset Sale having an aggregate Fair Market Value which, when taken together with the Fair Market Value of all other Designated Non-cash Consideration received pursuant to this clause (D) since the Issue Date, does not exceed the sum of (1) 3.0% of Consolidated Tangible Assets of the Issuer calculated as of the end of the most recent fiscal quarter for which consolidated financial information is available (with the Fair Market Value of each item of Designated Non-cash Consideration being measured as of the date it was received and without giving effect to subsequent changes in value of any such item of Designated Non-cash Consideration) and (2) the amount of cash or Cash Equivalents received in connection with a subsequent sale of such Designated Non-cash Consideration.

(b) The Issuer or any Restricted Subsidiary may apply the Net Cash Proceeds of any such Asset Sale within 365 days thereof to:

(i) repay any Senior Indebtedness for borrowed money or constituting a Capitalized Lease Obligation and permanently reduce the commitments with respect thereto, or

(ii) purchase:

(A) assets (except for current assets as determined in accordance with GAAP or Capital Stock) to be used by the Issuer or any Restricted Subsidiary in a Permitted Business, or

(B) substantially all of the assets of a Permitted Business or Capital Stock of a Person engaged in a Permitted Business that will become, upon purchase, a Restricted Subsidiary from a Person other than the Issuer and its Restricted Subsidiaries.

(c) To the extent all or a portion of the Net Cash Proceeds of any Asset Sale are not applied within the 365 days of the Asset Sale as described in clause (i) or (ii) of Section 3.12(b), the Issuer will make an offer to purchase Notes (the "Asset Sale Offer"), at a purchase price equal to 100% of the principal amount of the Notes to be purchased, plus accrued and unpaid interest thereon, to, but not including, the date of purchase (the "Asset Sale Offer Amount"). The Issuer will purchase pursuant to an Asset Sale Offer from all tendering Holders on a *pro rata* basis, and, at the Issuer's option, on a *pro rata* basis with the holders of any other Senior Indebtedness with similar provisions requiring the Issuer to offer to purchase the other Senior Indebtedness with the proceeds of Asset Sales, that principal amount (or accreted value in the case of Indebtedness issued with original issue discount) of Notes and the other Senior Indebtedness to be purchased equal to such unapplied Net Cash Proceeds. The Issuer may satisfy its obligations under this Section 3.12 with respect to the Net Cash Proceeds of an Asset Sale by making an Asset Sale Offer prior to the expiration of the relevant 365-day period.

(d) Pending the final application of any Net Cash Proceeds pursuant to this Section 3.12, the holder of such Net Cash Proceeds may apply such Net Cash Proceeds temporarily to reduce Indebtedness outstanding under a revolving credit facility or otherwise invest such Net Cash Proceeds in any manner not prohibited by this Indenture.

(e) The purchase of Notes pursuant to an Asset Sale Offer shall occur not less than 20 Business Days following the date thereof, or any longer period as may be required by law, nor more than 45 days following the 365th day following the Asset Sale. The Issuer may, however, defer an Asset Sale Offer until there is an aggregate amount of unapplied Net Cash Proceeds from one or more Asset Sales equal to or in excess of U.S.$100.0 million. At that time, the entire amount of unapplied Net Cash Proceeds, and not just the amount in excess of U.S.$100.0 million, shall be applied as required pursuant to this Section 3.12.

(f) Each Asset Sale Offer Notice shall be sent electronically or by first class mail, postage prepaid, to the record Holders as shown on the Note Register within 20 days following such 365th day (or such earlier date as the Issuer shall have elected to make such Asset Sale Offer), with a copy to the Trustee offering to purchase the Notes as described above. Each notice of an Asset Sale Offer shall state, among other things, the purchase date, which must be no earlier than 30 days nor later than 60 days from the date the notice is sent or mailed, other than as may be required by law (the "Asset Sale Offer Payment Date"). Upon receiving notice of an Asset Sale Offer, Holders may elect to tender their Notes in whole or in part in minimum denominations of U.S.$200,000 and in any integral multiples of U.S.$1,000 in excess thereof in exchange for cash.

(g) On the Asset Sale Offer Payment Date, the Issuer shall, to the extent lawful:

(i) accept for payment all Notes or portions thereof properly tendered pursuant to the Asset Sale Offer;

(ii) deposit with the Paying Agent funds in an amount equal to the Asset Sale Offer Amount in respect of all Notes or portions thereof so tendered; and

(iii) deliver or cause to be delivered to the Trustee the Notes so accepted together with an Officer's Certificate stating the aggregate principal amount of the Notes or portions thereof being purchased by the Issuer.

(h) To the extent Holders of Notes and holders of other Senior Indebtedness, if any, which are the subject of an Asset Sale Offer properly tender and do not withdraw Notes or the other Senior Indebtedness in an aggregate amount exceeding the amount of unapplied Net Cash Proceeds, the Issuer shall purchase the Notes and the other Senior Indebtedness on a pro rata basis (based on amounts tendered). If only a portion of a Note is purchased pursuant to an Asset Sale Offer, a new Note in a principal amount equal to the portion thereof not purchased shall be issued in the name of the holder thereof upon cancellation of the original Note (or appropriate adjustments to the amount and beneficial interests in a global note shall be made, as appropriate). Notes (or portions thereof) purchased pursuant to an Asset Sale Offer shall be canceled and cannot be reissued.

(i) The Issuer shall comply with the requirements of Rule 14e-1 under the Exchange Act and any other applicable securities laws in connection with the purchase of Notes pursuant to an Asset Sale Offer. To the extent that the provisions of any applicable securities laws or regulations conflict with this Section 3.12, the Issuer shall comply with these laws and regulations and shall not be deemed to have breached its obligations under the "Asset Sale" provisions of this Indenture by doing so.

(j) Upon completion of an Asset Sale Offer, the amount of Net Cash Proceeds shall be reset at zero. Accordingly, to the extent that the aggregate amount of Notes and other Indebtedness tendered pursuant to an Asset Sale Offer is less than the aggregate amount of unapplied Net Cash Proceeds, the Issuer may use any remaining Net Cash Proceeds for general corporate purposes of the Issuer and its Restricted Subsidiaries.

(k) In the event of the transfer of substantially all (but not all) of the property and assets of the Issuer and its Restricted Subsidiaries as an entirety to a Person in a transaction permitted under Article IV, the Successor Issuer shall be deemed to have sold the properties and assets of the Issuer and its Restricted Subsidiaries not so transferred for purposes of this Section 3.12, and shall comply with the provisions of this Section 3.12 with respect to the deemed sale as if it were an Asset Sale. In addition, the Fair Market Value of properties and assets of the Issuer or its Restricted Subsidiaries so deemed to be sold shall be deemed to be Net Cash Proceeds for purposes of this Section 3.12.

(l) If at any time any non-cash consideration received by the Issuer or any Restricted Subsidiary, as the case may be, in connection with any Asset Sale, is converted into or sold or otherwise disposed of for cash (other than interest received with respect to any non-cash consideration), the conversion or disposition shall be deemed to constitute an Asset Sale hereunder and the Net Cash Proceeds thereof shall be applied in accordance with this Section 3.12 within 365 days of conversion or disposition.

Section 3.13 [Reserved]

Section 3.14 Limitation on Designation of Unrestricted Subsidiaries.

(a) The Issuer may designate after the Issue Date any Subsidiary of the Issuer other than a Note Guarantor as an Unrestricted Subsidiary under this Indenture (a "Designation") only if:

(i) no Default or Event of Default shall have occurred and be continuing at the time of or after giving effect to such Designation and any transactions between the Issuer or any of its Restricted Subsidiaries and such Unrestricted Subsidiary are in compliance with Section 3.18; and

(ii) the Issuer would be permitted to make an Investment at the time of Designation (assuming the effectiveness of such Designation and treating such Designation as an Investment at the time of Designation) as a Restricted Payment pursuant to Section 3.11(a) in an amount (the "Designation Amount") equal to the amount of the Issuer's Investment in such Subsidiary on such date.

(b) The Issuer may revoke any Designation of a Subsidiary as an Unrestricted Subsidiary (a "Revocation") only if:

(i) no Default or Event of Default shall have occurred and be continuing at the time of and after giving effect to such Revocation; and

(ii) all Liens and Indebtedness of such Unrestricted Subsidiary outstanding immediately following such Revocation, if Incurred at such time, would have been permitted to be Incurred for all purposes of this Indenture.

(c) The Designation of a Subsidiary of the Issuer as an Unrestricted Subsidiary shall be deemed to include the Designation of all of the Subsidiaries of such Subsidiary as Unrestricted Subsidiaries. All Designations and Revocations must be evidenced by an Officer's Certificate of the Issuer, delivered to the Trustee certifying compliance with the preceding provisions.

Section 3.15 Limitation on Dividends and Other Payment Restrictions Affecting Restricted Subsidiaries.

(a) Except as provided in clause (b) below, the Issuer shall not, and shall not cause or permit any of its Restricted Subsidiaries to, directly or indirectly, create or otherwise cause or permit to exist or become effective any consensual encumbrance or restriction on the ability of any Restricted Subsidiary to:

(i) pay dividends or make any other distributions on or in respect of its Capital Stock to the Issuer or any other Restricted Subsidiary or pay any Indebtedness owed to the Issuer or any other Restricted Subsidiary;

(ii) make loans or advances to, or make any Investment in, the Issuer or any other Restricted Subsidiary; or

(iii) transfer any of its property or assets to the Issuer or any other Restricted Subsidiary.

(b) Section 3.15(a) shall not apply to encumbrances or restrictions existing under or by reason of:

(i) applicable law, rule, regulation or order;

(ii) this Indenture;

(iii) any encumbrance or restriction pursuant to an agreement in effect at or entered into on the Issue Date, and any amendments, restatements, renewals, replacements or refinancings thereof; *provided*, that any amendment, restatement, renewal, replacement or refinancing is not materially more restrictive with respect to such encumbrances or restrictions than those in existence on the Issue Date as determined in good faith by the Issuer's senior management;

(iv) customary non-assignment provisions of any contract and customary provisions restricting assignment or subletting in any lease governing a leasehold interest of any Restricted Subsidiary, or any customary restriction on the ability of a Restricted Subsidiary to dividend, distribute or otherwise transfer any asset which secures Indebtedness secured by a Lien, in each case permitted to be Incurred under this Indenture;

(v) any instrument governing Acquired Indebtedness not Incurred in connection with, or in anticipation or contemplation of, the relevant acquisition, merger or consolidation, which encumbrance or restriction is not applicable to any Person, or the properties or assets of any Person, other than the Person or the properties or assets of the Person so acquired;

(vi) restrictions with respect to a Restricted Subsidiary of the Issuer imposed pursuant to a binding agreement which has been entered into for the sale or disposition of Capital Stock or assets of such Restricted Subsidiary; *provided*, that such restrictions apply solely to the Capital Stock or assets of such Restricted Subsidiary being sold (and in the case of Capital Stock, its Subsidiaries);

(vii) customary restrictions imposed on the transfer of copyrighted or patented materials;

(viii) an agreement governing Indebtedness Incurred to Refinance the Indebtedness issued, assumed or Incurred pursuant to an agreement referred to in clause (iii) or (v) of this Section 3.15(b); *provided*, that such Refinancing agreement is not materially more restrictive with respect to such encumbrances or restrictions than those contained in the agreement referred to in such clause (iii) or (v) as determined in good faith by the Issuer's senior management;

(ix) Liens permitted to be Incurred pursuant to the provisions of the covenant described under Section 3.17 that limit the right of any person to transfer the assets subject to such Liens;

(x) Purchase Money Indebtedness for property acquired in the ordinary course of business and Capitalized Lease Obligations that impose restrictions of the nature discussed in clause (iii) of Section 3.15(a) above on the property so acquired;

(xi) restrictions on cash or other deposits imposed by customers under contracts or other arrangements entered into or agreed to in the ordinary course of business not materially more restrictive than those existing on the Issue Date as determined in good faith by the Issuer's senior management;

(xii) customary provisions in joint venture agreements relating to dividends or other distributions in respect of such joint venture or the securities, assets or revenues of such joint venture;

(xiii) restrictions in Indebtedness Incurred by a Restricted Subsidiary in compliance with the covenant described under Section 3.9; *provided*, that (A) such restrictions are not materially more restrictive with respect to such encumbrances and restrictions than those such Restricted Subsidiary was subject to in agreements related to obligations referenced in clause (iii) above as determined in good faith by the Issuer's senior management or (B) such Incurrence will not materially impair the Issuer's ability to make payments under the Notes when due as determined in good faith by the Issuer's senior management; and

(xiv) net worth provisions in leases entered into by the Issuer or any Restricted Subsidiary in the ordinary course of business not materially more restrictive than those existing on the Issue Date as determined in good faith by the Issuer's senior management.

Section 3.16 Limitation on Layered Indebtedness. The Issuer shall not, and shall not permit any Note Guarantor to, directly or indirectly, Incur any Indebtedness that is subordinate in right of payment to any other Indebtedness, unless such Indebtedness is expressly subordinate in right of payment to the Notes or, in the case of a Note Guarantor, its Note Guarantee, to the same extent, on the same terms and for so long (except as a result of the provisions of the Intercreditor Agreement applicable to 2017 Facilities Agreement Indebtedness and any refinancing thereof) as such Indebtedness is subordinate to such other Indebtedness.

Section 3.17 Limitation on Liens. The Issuer shall not, and shall not cause or permit any of its Restricted Subsidiaries to, directly or indirectly, incur, grant, assume or suffer to exist any Liens of any kind (except for Permitted Liens) (a) against or upon any of their respective properties or assets, whether owned on the Issue Date or acquired after the Issue Date, or any proceeds therefrom, to secure any Indebtedness or trade payables or (b) deemed to exist in respect of Capitalized Lease Obligations (including any Capitalized Lease Obligations in respect of Sale and Leaseback Transactions), in each case, unless contemporaneously therewith effective provision is made:

(i) in the case of the Issuer or any Restricted Subsidiary that is not a Note Guarantor, to secure the Notes and all other amounts due under this Indenture; and

(ii) in the case of a Note Guarantor, to secure such Note Guarantor's Note Guarantee of the Notes and all other amounts due under this Indenture, in each case, equally and ratably with such Indebtedness or other obligation (or, in the event that such Indebtedness is subordinated in right of payment to the Notes or such Note Guarantee, as the case may be, prior to such Indebtedness or other obligation) with a Lien on the same properties and assets securing such Indebtedness or other obligation for so long as such Indebtedness or other obligation is secured by such Lien.

Section 3.18 Limitation on Transactions with Affiliates.

(a) The Issuer shall not, and shall not permit any of its Restricted Subsidiaries to, directly or indirectly, enter into any transaction or series of related transactions (including, without limitation, the purchase, sale, lease or exchange of any property or the rendering of any service) with, or for the benefit of, any Affiliate of the Issuer (each an "Affiliate Transaction"), unless the terms of such Affiliate Transaction are no less favorable than those that could reasonably be expected to be obtained in a comparable transaction at such time on an arm's-length basis from a Person that is not an Affiliate of the Issuer;

(b) The provisions of Section 3.18(a) above shall not apply to:

(i) Affiliate Transactions with or among the Issuer and any Restricted Subsidiary or between or among Restricted Subsidiaries;

(ii) reasonable fees and compensation paid to, and any indemnity provided on behalf of, officers, directors, employees, consultants or agents of the Issuer or any Restricted Subsidiary as determined in good faith by the Issuer's Board of Directors or, to the extent consistent with past practice, senior management;

(iii) Affiliate Transactions undertaken pursuant to any contractual obligations or rights in existence on the Issue Date (as in effect on the Issue Date with modifications, extensions and replacements thereof not materially adverse to the Issuer and its Restricted Subsidiaries) as determined in good faith by the Issuer's senior management;

(iv) any Restricted Payments in compliance with Section 3.11;

(v) payments and issuances of Qualified Capital Stock to any officers, directors and employees of the Issuer or any Restricted Subsidiary pursuant to any management equity plan or stock option plan or any other stock subscription or shareholder agreement, and any employment agreements, stock option plans or other compensatory arrangements (and any successor plans thereto) and any supplemental executive retirement benefit plans or arrangements with any such officers, directors or employees that are, in each case, approved in good faith by the Board of Directors or, to the extent consistent with past practice, senior management of the Issuer;

(vi) loans and advances to officers, directors and employees of the Issuer or any Restricted Subsidiary for travel, entertainment, moving and other relocation expenses, in each case made in the ordinary course of business in amounts consistent with the past practice of the Issuer or such Restricted Subsidiary; and

(vii) loans made by the Issuer or any Restricted Subsidiary to employees or directors in an aggregate amount not to exceed U.S.$15.0 million (or its equivalent in another currency) at any time outstanding.

Section 3.19 Conduct of Business. The Issuer and its Restricted Subsidiaries shall not engage in any business other than a Permitted Business.

Section 3.20 Reports to Holders.

(a) Notwithstanding that the Issuer may not be subject to the reporting requirements of Section 13 or 15(d) of the Exchange Act, so long as any Notes remain outstanding, the Issuer shall:

(i) provide the Trustee and the Holders with:

(A) annual reports on Form 20-F (or any successor form) containing the information required to be contained therein (or such successor form) within the time period required under the rules of the Commission for the filing of Form 20-F (or any successor form) by "foreign private issuers" (as defined in Rule 3b-4 of the Exchange Act (or any successor rule));

(B) reports on Form 6-K (or any successor form) including, whether or not required, unaudited quarterly financial statements (which shall include at least a balance sheet, income statement and cash flow statement) including a discussion of financial condition and results of operations of the Issuer in accordance with past practice, within 45 days after the end of each of the first three fiscal quarters of each fiscal year;

(C) such other reports on Form 6-K (or any successor form) promptly from time to time after the occurrence of an event that would be required to be reported on a Form 6-K (or any successor form); and

(ii) file with the Commission, to the extent permitted, the information, documents and reports referred to in clause (i) within the periods specified for such filings under the Exchange Act (whether or not applicable to the Issuer).

(b) In addition, at any time when the Issuer is not subject to or is not current in its reporting obligations under clause (ii) of Section 3.20(a), the Issuer shall make available, upon request, to any Holder and any prospective purchaser of Notes the information required pursuant to Rule 144A(d)(4) under the Securities Act.

(c) Notwithstanding anything in this Indenture to the contrary, the Issuer shall not be deemed to have failed to comply with any of its obligations hereunder for purposes of clause (iv) of Section 6.1(a) or for any other purpose hereunder until 75 days after the date any report hereunder is due.

(d) Delivery of such reports, information and documents to the Trustee is for informational purposes only and the Trustee's receipt of such reports shall not constitute actual or constructive notice of any information contained therein or determinable from information contained therein, including the Issuer's compliance with any of its covenants hereunder (as to which the Trustee is entitled to rely exclusively on Officer's Certificates).

Section 3.21 Payment of Additional Amounts.

(a) All payments made by the Issuer or the Note Guarantors under, or with respect to, the Notes shall be made free and clear of, and without withholding or deduction for or on account of any present or future tax, duty, levy, impost, assessment or other governmental charge (including penalties, interest and other liabilities related thereto) (collectively, "Taxes") imposed or levied by or on behalf of the United States, Mexico, Spain, the Netherlands, France, the United Kingdom, Switzerland or, in the event that the Issuer appoints additional paying agents, by the jurisdictions of such additional paying agents (a "Taxing Jurisdiction"), unless the Issuer or such Note Guarantor, as the case may be, is required to withhold or deduct Taxes by law or by the official interpretation or administration thereof.

(b) If the Issuer or any Note Guarantor is so required to withhold or deduct any amount for, or on account of, such Taxes from any payment made under or with respect to the Notes, the Issuer or such Note Guarantor, as the case may be, shall pay such additional amounts ("Additional Amounts") as may be necessary so that the net amount received by each Holder (including Additional Amounts) after such withholding or deduction shall not be less than the amount such Holder would have received if such Taxes had not been required to be withheld or deducted; *provided*, *however*, that the foregoing obligation to pay Additional Amounts does not apply to:

(i) any Taxes imposed solely because at any time there is or was a connection between the Holder and a Taxing Jurisdiction (other than the mere purchase of the Notes, or receipt of a payment or the ownership or holding of the Notes),

(ii) any estate, inheritance, gift, sales, transfer, personal property or similar Tax imposed with respect to the Notes,

(iii) any Taxes imposed solely because the Holder or any other person fails to comply with any certification, identification or other reporting requirement concerning the nationality, residence, identity or connection with a Taxing Jurisdiction of the Holder or any beneficial owner of the Note, if compliance is required by the applicable law of the Taxing Jurisdiction as a precondition to exemption from, or reduction in the rate of, the tax, assessment or other governmental charge, and the Issuer has given the Holders at least 30 days' notice that Holders shall be required to provide such information and identification,

(iv) any Taxes payable otherwise than by deduction or withholding from payments on the Notes,

(v) [Reserved],

(vi) any Taxes that would have been avoided by presenting for payment (where presentation is required) the relevant Note to another Paying Agent,

(vii) any Taxes with respect to such Note presented for payment more than 30 days after the date on which the payment became due and payable or the date on which payment thereof is duly provided for and notice thereof given to Holders, whichever occurs later, except to the extent that the Holders of such Note would have been entitled to such Additional Amounts on presenting such Note for payment on any date during such 30 day period, or

(viii) any payment on the Note to a Holder that is a fiduciary or partnership or a person other than the sole beneficial owner of any such payment, to the extent that a beneficiary or settlor with respect to such fiduciary, a member of such a partnership or the beneficial owner of the payment would not have been entitled to the Additional Amounts had the beneficiary, settlor, member or beneficial owner been the Holder of the Note.

(c) The obligations in Section 3.21(a) and Section 3.21(b) shall survive any termination or discharge of this Indenture and shall apply mutatis mutandis to any Taxing Jurisdiction with respect to any successor to the Issuer or any Note Guarantor, as the case may be. The Issuer or such Note Guarantor, as applicable, shall (i) make such withholding or deduction and (ii) remit the full amount deducted or withheld to the relevant Taxing Jurisdiction in accordance with applicable law. The Issuer or such Note Guarantor, as applicable, shall use all reasonable efforts to obtain certified copies of tax receipts evidencing the payment of any Taxes so deducted or withheld from each Taxing Jurisdiction imposing such Taxes and shall furnish such certified copies to the Trustee within 30 days after the date the payment of any Taxes so deducted or so withheld is due pursuant to applicable law or, if such tax receipts are not reasonably available to the Issuer or such Note Guarantor, as applicable, furnish such other documentation that provides reasonable evidence of such payment by the Issuer or such Note Guarantor, as applicable.

(d) The exception to the Issuer's obligations to pay Additional Amounts pursuant to clause (iii) of Section 3.21(c)will not apply if (i) the provision of information, documentation or other evidence described in such clause would be materially more onerous, in form, in procedure or in the substance of information disclosed, to a Holder or beneficial owner of a Note than comparable information or other reporting requirements imposed under U.S. tax law, regulation (including proposed regulations) and administrative practice, or (ii) Article 166, Section II, paragraph a), of the Mexican Income Tax Law (*Ley del Impuesto Sobre la Renta*) (or a substitute or equivalent provision) is in effect, unless (A) the provision of the information, documentation or other evidence described in clause (iii) of Section 3.21(b) is expressly required by the applicable Mexican laws and regulations in order to apply Article 166, Section II, paragraph a), of the Mexican Income Tax Law (or substitute or equivalent provision), (B) the Issuer or any Note Guarantor cannot obtain the information, documentation or other evidence necessary to comply with the applicable Mexican laws and regulations on its own through reasonable diligence and (C) the Issuer or any Note Guarantor would not otherwise meet the requirements for application of the applicable Mexican laws and regulations.

(e) Clause (iii) of Section 3.21(c)does not require, and shall not be construed to require, that any holder, including any non-Mexican pension fund, retirement fund, tax- exempt organization or financial institution, register with the Mexican Tax Management Service (*Servicio de Administración Tributaria*) or the Mexican Ministry of Finance and Public Credit (*Secretaría de Hacienda y Crédito Público*) to establish eligibility for an exemption from, or a reduction of, Mexican withholding taxes.

(f) Any reference in this Indenture, any supplemental indenture or the Notes to principal, premium, interest or any other amount payable in respect of the Notes by the Issuer shall be deemed also to refer to any Additional Amount that may be payable with respect to that amount under the obligations referred to in this subsection. Payment of any Additional Amounts with respect to interest shall be considered as an interest payment under, or with respect to, the Notes.

(g) In the event that Additional Amounts actually paid with respect to the Notes pursuant to this Section 3.21 are based on rates of deduction or withholding of withholding taxes in excess of the appropriate rate applicable to the Holder of such Notes, and as a result thereof such Holder is entitled to make a claim for a refund or credit of such excess from the authority imposing such withholding tax, then such Holder shall, by accepting such Notes, and without any further action, be deemed to have assigned and transferred all right, title and interest to any such claim for a refund or credit of such excess to the Issuer. However, by making such assignment, the Holder makes no representation or warranty that the Issuer shall be entitled to receive such claim for a refund or credit and incurs no other obligation with respect thereto.

Section 3.22 Suspension of Covenants.

(a) During any period of time that the Notes do not have Investment Grade Ratings from two of the Rating Agencies and (i) the Consolidated Leverage Ratio of the Issuer is less than 3.5:1 and (ii) no Default or Event of Default has occurred and is continuing (the occurrence of the events described in the foregoing clauses (i) and (ii) being collectively referred to as a "Partial Covenant Suspension Event"), the Issuer and its Restricted Subsidiaries shall not be subject to the provisions of this Indenture described under Sections 3.12, 3.14(b), 3.15, 3.18, 3.19, and 4.1(a)(ii) (collectively, the "Partial Suspended Covenants").

(b) During any period of time that (i) the Notes have Investment Grade Ratings from two of the Rating Agencies and (ii) no Default or Event of Default has occurred and is continuing (the occurrence of the events described in the foregoing clauses (i) and (ii) being collectively referred to as a "Covenant Suspension Event"), the Issuer and its Restricted Subsidiaries shall not be subject to the provisions of this Indenture described under Sections 3.9, 3.11, 3.12, 3.14(b), 3.15, 3.16, 3.18, 3.19, and 4.1(a)(ii) (collectively, the "Suspended Covenants").

(c) In addition, (x) no Subsidiary that is a Restricted Subsidiary on the date of the occurrence of a Partial Covenant Suspension Event (the "Partial Covenant Suspension Date") or a Covenant Suspension Event (the "Suspension Date") may be redesignated as an Unrestricted Subsidiary during the Partial Suspension Period or the Suspension Period, as applicable and (y) each Additional Note Guarantor shall be released from its obligation to guarantee the Notes on the date of a Partial Covenant Suspension Event or a Covenant Suspension Event, as the case may be.

(d) The Additional Note Guarantors shall be released from their obligation to guarantee the Notes upon the occurrence of a Partial Covenant Suspension Event or a Covenant Suspension Event; *provided*, that upon the occurrence of a Partial Covenant Reversion Date or a Reversion Date, as applicable, the guarantee of the Notes by the Additional Note Guarantors shall be reinstated in accordance with and subject to the conditions in Section 3.22(e).

(e) In the event that the Issuer and its Restricted Subsidiaries are not subject to the Partial Suspended Covenants or the Suspended Covenants, as the case may be, for any period of time as a result of the foregoing, and on any subsequent date (in the case of Partial Suspended Covenants, such subsequent date being the "Partial Covenant Reversion Date" and, in the case of Suspended Covenants, such subsequent date being the "Reversion Date") (i) the Consolidated Leverage Ratio of the Issuer is not less than 3.5:1 during the applicable Partial Suspension Period or (ii) the Notes do not have Investment Grade Ratings from at least two of the Rating Agencies during the applicable Suspension Period, then in each case in clauses (i) and (ii), the Issuer and its Restricted Subsidiaries will thereafter again be subject to the Partial Suspended Covenants or the Suspended Covenants, as applicable, and the Notes will again be guaranteed by the Additional Note Guarantors (unless, solely with respect to any Additional Note Guarantor, the conditions for release as described under Section 10.2 are otherwise satisfied during the Partial Suspension Period or the Suspension Period, as applicable). The Issuer shall cause such Additional Note Guarantor to promptly execute and deliver to the Trustee a supplemental indenture hereto in form and substance reasonably satisfactory to the Trustee in accordance with the provisions of Article IX, evidencing that such Additional Note Guarantor's guarantee on substantially the terms set forth in Article X. The period of time between the Partial Covenant Suspension Date and the Partial Covenant Reversion Date is referred to as the "Partial Suspension Period" and the period of time between the Suspension Date and the Reversion Date is referred to as the "Suspension Period." Notwithstanding that the Partial Suspended Covenants, the Suspended Covenants and the guarantees by the Additional Note Guarantors may be reinstated, no Default or Event of Default will be deemed to have occurred as a result of a failure to comply with the Partial Suspended Covenants during the Partial Suspension Period or the Suspended Covenants during the Suspension Period, as the case may be (or upon termination of the applicable Partial Suspension Period or the Suspension Period or after that time based solely on events that occurred during the applicable Partial Suspension Period or the Suspension Period, as the case may be).

(f) On the Reversion Date, all Indebtedness Incurred during the Suspension Period shall be deemed to have been outstanding on the Issue Date, so that it is classified as permitted under clause (iii) of Section 3.9(b). Calculations made after the Reversion Date of the amount available to be made as Restricted Payments under Section 3.11 shall be made as though Section 3.11 had been in effect prior to, but not during, the Suspension Period. The Issuer will give the Trustee written notice of any occurrence of a Reversion Date not later than five (5) Business Days after such Reversion Date. After any such notice of the occurrence of a Reversion Date, the Trustee shall assume the Suspended Covenants apply and are in full force and effect. Accordingly, Restricted Payments made during the Suspension Period will not reduce the amount available to be made as Restricted Payments under Section 3.11(a).

(g) The Issuer will give the Trustee written notice of any Partial Covenant Suspension Event or any Covenant Suspension Event and in any case no later than five (5) Business Days after such Partial Covenant Suspension Event or Covenant Suspension Event has occurred. In the absence of such notice, the Trustee shall assume that the Partial Suspended Covenants or the Suspended Covenants, as applicable, apply and are in full force and effect.

ARTICLE IV

SUCCESSOR ISSUER

Section 4.1 Merger, Consolidation and Sale of Assets.

(a) The Issuer shall not, in a single transaction or series of related transactions, consolidate or merge with or into any Person (whether or not the Issuer is the surviving or continuing Person), or sell, assign, transfer, lease, convey or otherwise dispose of all or substantially all of the Issuer's properties and assets (determined on a consolidated basis for the Issuer and its Restricted Subsidiaries), to any Person unless:

(i) either:

(A) the Issuer shall be the surviving or continuing corporation, or

(B) the Person (if other than the Issuer) formed by such consolidation or into which the Issuer is merged or the Person which acquires by sale, assignment, transfer, lease, conveyance or other disposition the properties and assets of the Issuer (determined on a consolidated basis for the Issuer and its Restricted Subsidiaries) substantially as an entirety (the "Successor Issuer"):

(1) shall be a Person organized and validly existing under the laws of Mexico, the United States of America, any State thereof or the District of Columbia, Canada, France, Belgium, Germany, Italy, Luxembourg, the Netherlands, Portugal, Spain, Switzerland or the United Kingdom, or any political subdivision thereof (the "Permitted Merger Jurisdictions"); and

(2) shall expressly assume, by a supplemental indenture (in form and substance satisfactory to the Trustee), executed and delivered to the Trustee, the due and punctual payment of the principal of, and premium, if any, and interest on all of the Notes and the performance and observance of every covenant of the Notes and this Indenture on the part of the Issuer to be performed or observed and provide the Trustee with an Officer's Certificate and Opinion of Counsel, and such transaction is otherwise in compliance with this Indenture;

(ii) immediately after giving effect to such transaction and the assumption contemplated by clause (i)(B)(2) of this Section 4.1(a) (including giving effect on a pro forma basis to any Indebtedness, including any Acquired Indebtedness, Incurred or anticipated to be Incurred or discharged in connection with or in respect of such transaction), the Issuer or such Successor Issuer, as the case may be:

(A) shall have a Consolidated Fixed Charge Coverage Ratio that shall be not less than the Consolidated Fixed Charge Coverage Ratio of the Issuer immediately prior to such transaction; or

(B) shall be able to Incur at least U.S.$1.00 of additional Indebtedness pursuant to Section 3.9(a);

(iii) immediately before and immediately after giving effect to such transaction and the assumption contemplated by clause (i)(B)(2) of this Section 4.1(a) (including, without limitation, giving effect on a pro forma basis to any Indebtedness, including any Acquired Indebtedness, Incurred or anticipated to be Incurred or discharged and any Lien granted in connection with or in respect of the transaction), no Default or Event of Default shall have occurred or be continuing;

(iv) in the case of a transaction resulting in a Successor Issuer, each Note Guarantor has confirmed by supplemental indenture that its Note Guarantee shall apply for Obligations of the Successor Issuer in respect of this Indenture and the Notes; and

(v) if the Issuer merges with a Person, or the Successor Issuer is, organized under the laws of any of the Permitted Merger Jurisdictions, the Issuer or the Successor Issuer shall have delivered to the Trustee an Opinion of Counsel stating that, as applicable:

(A) the Holders of the Notes shall not recognize income, gain or loss for the purposes of the income tax laws of the United States or the applicable Permitted Merger Jurisdiction as a result of the transaction and shall be taxed in the Holder's home jurisdiction in the same manner and on the same amounts (assuming solely for this purpose that no Additional Amounts are required to be paid on the Notes) and at the same times as would have been the case if the transaction had not occurred;

(B) any payment of interest or principal under or relating to the Notes or any Guarantees shall be paid in compliance with any requirements under Section 3.21; and

(C) no other taxes on income, including capital gains, shall be payable by Holders of the Notes under the laws of the United States or the applicable Permitted Merger Jurisdiction relating to the acquisition, ownership or disposition of the Notes, including the receipt of interest or principal thereon; *provided*, that the Holder does not use or hold, and is not deemed to use or hold the Notes in carrying on a business in the United States or the applicable Permitted Merger Jurisdiction.

The provisions of clauses (ii) and (iii) of this Section 4.1(a) will not apply to:

(x) any transfer of the properties or assets of a Restricted Subsidiary to the Issuer;

(y) any merger of a Restricted Subsidiary into the Issuer; or

(z) any merger of the Issuer into a Note Guarantor or a Wholly Owned Subsidiary of the Issuer.

For purposes of this Section 4.1, the transfer (by lease, assignment, sale or otherwise, in a single transaction or series of transactions) of all or substantially all of the properties or assets of one or more Restricted Subsidiaries of the Issuer, the Capital Stock of which constitutes all or substantially all of the properties and assets of the Issuer (determined on a consolidated basis for the Issuer and its Restricted Subsidiaries), shall be deemed to be the transfer of all or substantially all of the properties and assets of the Issuer.

The Successor Issuer will succeed to, and be substituted for, the Issuer under this Indenture and the Notes, as applicable. For the avoidance of doubt, compliance with this Section 4.1 will not affect the obligations of the Issuer (including a Successor Issuer, if applicable) under Section 3.8 if applicable.

(b) Each Note Guarantor shall not, and the Issuer shall not cause or permit any such Note Guarantor to, consolidate with or merge into, or sell or dispose of all or substantially all of its assets to, any Person (other than the Issuer) that is not a Note Guarantor unless:

(i) such Person (if such Person is the surviving entity) (the "Successor Note Guarantor") assumes all of the obligations of such Note Guarantor in respect of its Note Guarantee by executing a supplemental indenture and providing the Trustee with an Officer's Certificate and Opinion of Counsel, and such transaction is otherwise in compliance with this Indenture;

(ii) such Note Guarantee is to be released as provided under Section 10.2(b); or

(iii) such sale or other disposition of substantially all of such Note Guarantor's assets is made in accordance with Section 3.12.

Subject to certain limitations described in this Indenture, the Successor Note Guarantor will succeed to, and be substituted for, such Note Guarantor under this Indenture and such Note Guarantor's Note Guarantee. The provisions of clauses (i), (ii) and (iii) of this Section 4.1(b) will not apply to:

(x) any transfer of the properties or assets of a Note Guarantor to the Issuer or another Note Guarantor;

(y) any merger of a Note Guarantor into the Issuer or another Note Guarantor; or

(z) any merger of a Note Guarantor into a Wholly Owned Subsidiary of the Issuer.

ARTICLE V

OPTIONAL REDEMPTION OF NOTES

Section 5.1 Optional Redemption. The Issuer may redeem the Notes, at its option, in whole at any time or in part from time to time, subject to the satisfaction of one or more conditions precedent and at the redemption prices specified in the Form of Note in Exhibit A hereto.

Section 5.2 [Reserved].

Section 5.3 Notices to Trustee. If the Issuer elects to redeem the Notes pursuant to the optional redemption provisions of Section 5.1 hereof, it shall furnish to the Trustee, at least 15 days but not more than 60 days before the Redemption Date, an Officer's Certificate setting forth: (a) the Redemption Date, (b) the principal amount of Notes to be redeemed, (c) the CUSIP number of the Notes, (d) the redemption price and (e) the amount of interest to be paid with respect to each multiple of U.S.$1,000 principal amount of Notes to be redeemed.

Section 5.4 Notice of Redemption.

(a) The Issuer shall prepare and deliver electronically in the case of global notes or mail or cause to be mailed a notice of redemption, in the manner provided for in Section 12.1, not less than 15 nor more than 60 days prior to the Redemption Date, to each Holder of Notes to be redeemed.

(b) All notices of redemption shall state:

(i) the Redemption Date,

(ii) the redemption price and the amount of any accrued interest payable as provided in Section 5.8,

(iii) whether or not the Issuer is redeeming all Outstanding Notes,

(iv) if the Issuer is not redeeming all Outstanding Notes, the aggregate principal amount of Notes that the Issuer is redeeming and the aggregate principal amount of Notes that will be Outstanding after the partial redemption, as well as the identification of the particular Notes, or portions of the particular Notes, that the Issuer is redeeming,

(v) if the Issuer is redeeming only part of a Note, the notice that relates to that Note shall state that on and after the Redemption Date, upon surrender of that Note, the Holder will receive, without charge, a new Note or Notes of authorized denominations for the principal amount of the Note remaining unredeemed,

(vi) that on the Redemption Date the redemption price and any accrued interest payable to the Redemption Date as provided in Section 5.8 will become due and payable in respect of each Note, or the portion of each Note, to be redeemed, and, unless the Issuer defaults in making the redemption payment, that interest on each Note, or the portion of each Note, to be redeemed, will cease to accrue on and after the Redemption Date,

(vii) the place or places where a Holder must surrender Notes for payment of the redemption price and any accrued interest payable on the Redemption Date, and

(viii) the CUSIP number, if any, listed in the notice or printed on the Notes, and that no representation is made as to the accuracy or correctness of such CUSIP number.

(c) In addition, if such redemption, purchase or notice is subject to satisfaction of one or more conditions precedent, as permitted by Section 5.1, such notice shall describe each such condition, and if applicable, shall state that, in the Issuer's discretion, the Redemption Date may be delayed until such time as any or all such conditions shall be satisfied, or such redemption or purchase may not occur and such notice may be rescinded in the event that any or all such conditions shall not have been satisfied by the Redemption Date, or by the Redemption Date as so delayed.

(d) At the Issuer's request, the Trustee shall give the notice of redemption in the Issuer's names and at its expense; *provided*, *however*, that the Issuer shall have delivered to the Trustee, at least 45 days prior to the Redemption Date, an Officer's Certificate requesting that the Trustee give such notice and setting forth the information to be stated in such notice as provided in the preceding Section 5.4(b).

Section 5.5 Selection of Notes to Be Redeemed in Part.

(a) If the Issuer is not redeeming all Outstanding Notes, the Trustee shall select the Notes to be redeemed in compliance with the requirements of the principal national securities exchange, if any, on which the Notes are listed or, if the Notes are not then listed on a national securities exchange, on a pro rata basis, by lot or by any other method in accordance with the applicable provisions of DTC or at the discretion of the Issuer; *provided*, *however*, that if a partial redemption is made with the proceeds of an Equity Offering, selection of the Notes, or portions of the Notes, for redemption shall be made by the Trustee only on a pro rata basis, or on as nearly a pro rata basis as is practicable (subject to the procedures of DTC), unless the method is otherwise prohibited. The Trustee shall make the selection from the then Outstanding Notes not previously called for redemption. The Trustee shall promptly notify the Issuer in writing of the Notes selected for redemption and, in the case of any Notes selected for partial redemption, the principal amount of the Notes to be redeemed. In the event of a partial redemption by lot, the Trustee shall select the particular Notes to be redeemed not less than 15 nor more than 60 days prior to the relevant Redemption Date from the then Outstanding Notes not previously called-for redemption. No Notes of U.S.$200,000 principal amount or less shall be redeemed in part. The Trustee may select for redemption portions with minimum denominations of U.S.$200,000 and in integral multiples of U.S.$1,000 in excess thereof.

(b) For all purposes of this Indenture, unless the context otherwise requires, all provisions relating to redemption of Notes shall relate, in the case of any Note redeemed or to be redeemed only in part, to the portion of the principal amount of that Note which has been or is to be redeemed.

Section 5.6 Effect of Notice of Redemption. Once a notice of redemption is sent in accordance with Section 5.3 hereof, Notes called for redemption become irrevocably due and payable on the Redemption Date at the redemption price (assuming the satisfaction of any conditions precedent).

Section 5.7 Deposit of Redemption Price. On or prior to 10:00 a.m. New York City time, on the Business Day prior to the Redemption Date, the Issuer shall deposit with the Trustee or with a Paying Agent (or, if the Issuer or a Note Guarantor is acting as the Paying Agent, segregate and hold in trust as provided in Section 2.4) an amount of money in immediately available funds sufficient to pay the redemption price of, and accrued interest on, all the Notes that the Issuer is redeeming on that date.

Section 5.8 Notes Payable on Redemption Date. If the Issuer, or the Trustee on behalf of the Issuer, gives notice of redemption in accordance with this Article V, the Notes, or the portions of Notes, called-for redemption, shall, on the Redemption Date, become due and payable at the redemption price specified in the notice (together with accrued interest, if any, to the Redemption Date), and from and after the Redemption Date (unless the Issuer shall default in the payment of the redemption price and accrued interest) the Notes or the portions of Notes shall cease to bear interest. Upon surrender of any Note for redemption in accordance with the notice, the Issuer shall pay the Notes at the redemption price, together with accrued interest, if any, to the Redemption Date (subject to the rights of Holders of record on the relevant record date to receive interest due on the relevant Interest Payment Date). If the Issuer shall fail to pay any Note called-for redemption upon its surrender for redemption, the principal shall, until paid, bear interest from the Redemption Date at the rate borne by the Notes.

Section 5.9 Unredeemed Portions of Partially Redeemed Note. Upon surrender of a Note that is to be redeemed in part, the Issuer shall execute, and the Trustee shall authenticate and make available for delivery to the Holder of the Note, at the expense of the Issuer, a new Note or Notes, of any authorized denomination as requested by the Holder, in an aggregate principal amount equal to, and in exchange for, the unredeemed portion of the principal of the Note surrendered, *provided*, that each new Note will be in a principal amount of U.S.$200,000 and in integral multiples of U.S.$1,000 in excess thereof.

ARTICLE VI

DEFAULTS AND REMEDIES

Section 6.1 Events of Default.

(a) Each of the following is an “Event of Default”:

(i) default in the payment when due of the principal of or premium, if any, on any Notes, including the failure to make a required payment to purchase Notes tendered pursuant to an optional redemption, a Change of Control Offer or an Asset Sale Offer;

(ii) default for 30 days or more in the payment when due of interest or Additional Amounts on any Notes;

(iii) the failure to perform or comply with any of the provisions described under Article IV;

(iv) the failure by the Issuer or any Restricted Subsidiary to comply with, or in the case of Restricted Subsidiaries that are not Note Guarantors, to perform according to, any other covenant or agreement contained in this Indenture or in the Notes for 45 days or more after written notice to the Issuer from the Trustee or the Holders of at least 25% in aggregate principal amount of the then Outstanding Notes;

(v) default by the Issuer or any Restricted Subsidiary under any Indebtedness which:

(A) is caused by a failure to pay principal of, or premium, if any, when due or interest on such Indebtedness prior to the later of the expiration of any applicable grace period provided in such Indebtedness on the date of such default or five (5) days past when due; or

(B) results in the acceleration of such Indebtedness prior to its stated maturity;

and the principal or accreted amount of Indebtedness covered by clauses (v)(A) or (v)(B) of this (a) at the relevant time, aggregates U.S.$50.0 million or more;

(vi) failure by the Issuer or any of its Restricted Subsidiaries to pay one or more final judgments against any of them, aggregating U.S.$100.0 million or more, which judgment(s) are not paid, discharged or stayed for a period of 60 days or more;

(vii) a Bankruptcy Event of Default; or

(viii) except as permitted herein, any Note Guarantee is held to be unenforceable or invalid in a judicial proceeding or ceases for any reason to be in full force and effect or any Note Guarantor, or any Person acting on behalf of any Note Guarantor, denies or disaffirms such Note Guarantor's obligations under its Note Guarantee.

The foregoing will constitute Events of Default whatever the reason for any such Event of Default and whether it is voluntary or involuntary or is effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body.

(b) The Issuer shall deliver within 30 days to the Trustee written notice of any event which would constitute a Default or Event of Default, their status and what action the Issuer is taking or proposes to take in respect thereof.

Section 6.2 Acceleration.

(a) If an Event of Default (other than an Event of Default specified in clause (vii) of Section 6.1(a) above with respect to the Issuer) shall occur and be continuing, the Trustee or the Holders of at least 25% in principal amount of then Outstanding Notes may declare the unpaid principal of (and premium, if any) and accrued and unpaid interest on all the Notes to be immediately due and payable by notice in writing to the Issuer and the Trustee specifying the Event of Default and that it is a "notice of acceleration." If an Event of Default specified in clause (vii) of Section 6.1(a) above occurs with respect to the Issuer, then the unpaid principal of (and premium, if any) and accrued and unpaid interest on all the Notes will become immediately due and payable without any declaration or other act on the part of the Trustee or any Holder.

(b) At any time after a declaration of acceleration with respect to the Notes as described in the preceding paragraph, the Holders of a majority in principal amount of the Notes may rescind and cancel such declaration and its consequences:

(i) if the rescission would not conflict with any judgment or decree;

(ii) if all existing Events of Default have been cured or waived, except nonpayment of principal or interest that has become due solely because of the acceleration;

(iii) to the extent the payment of such interest is lawful, interest on overdue installments of interest and overdue principal, which has become due otherwise than by such declaration of acceleration, has been paid; and

(iv) if the Issuer has paid the Trustee its reasonable compensation and reimbursed the Trustee for its reasonable expenses, disbursements and advances.

(c) The Trustee is not to be charged with knowledge of any Default or Event of Default or knowledge of any cure of any Default or Event of Default unless written notice of such Default or Event of Default has been given to an authorized officer of the Trustee with direct responsibility for the administration of this Indenture by the Issuer or any Holder.

Section 6.3 Other Remedies.

(a) If an Event of Default occurs and is continuing, the Trustee may pursue any available remedy to collect the payment of principal of and interest on the Notes or to enforce the performance of any provision of the Notes or this Indenture.

(b) The Trustee may maintain a proceeding even if it does not possess any of the Notes or does not produce any of them in the proceeding. A delay or omission by the Trustee or any Holder in exercising any right or remedy accruing upon an Event of Default shall not impair the right or remedy or constitute a waiver of or acquiescence in the Event of Default. No remedy is exclusive of any other remedy. All available remedies are cumulative to the extent permitted by law.

Section 6.4 Waiver of Past Defaults. Subject to Section 6.2, the Holders of a majority in principal amount of the then Outstanding Notes may waive any existing Default or Event of Default, and its consequences, except a default in the payment of the principal of, premium, if any, or interest on any Notes.

Section 6.5 Control by Majority. The Holders of a majority in principal amount of the then Outstanding Notes may direct the time, method and place of conducting any proceeding for any remedy available to the Trustee or of exercising any trust or power conferred on the Trustee. Subject to Section 7.1 and Section 7.2, however, the Trustee may refuse to follow any direction that conflicts with law or this Indenture; *provided*, *however*, that the Trustee may take any other action deemed proper by the Trustee that is not inconsistent with such direction.

Section 6.6 Limitation on Suits.

(a) No Holder of any Notes shall have any right to institute any proceeding with respect hereto or for any remedy hereunder, unless:

(i) such Holder gives to the Trustee written notice of a continuing Event of Default;

(ii) Holders of at least 25% in principal amount of the then Outstanding Notes make a written request to pursue the remedy;

(iii) such Holders of the Notes provide to the Trustee indemnity satisfactory to it;

(iv) the Trustee does not comply within 60 days; and

(v) during such 60-day period the Holders of a majority in principal amount of the then Outstanding Notes do not give the Trustee a written direction which, in the opinion of the Trustee, is inconsistent with the request;

provided, that a Holder of a Note may institute suit for enforcement of payment of the principal of and premium, if any, or interest on such Note on or after the respective due dates expressed in such Note.

Section 6.7 Rights of Holders to Receive Payment. Notwithstanding any other provision of this Indenture (including, without limitation, Section 6.6), the right of any Holder to receive payment of principal or interest on the Notes held by such Holder, on or after the respective due dates, Redemption Dates or repurchase date expressed in this Indenture or the Notes, or to bring suit for the enforcement of any such payment on or after such respective dates, shall not be impaired or affected without the consent of such Holder.

Section 6.8 Collection Suit by Trustee. If an Event of Default specified in clause (i) and (ii) of Section 6.1(a) occurs and is continuing, the Trustee may recover judgment in its own name and as trustee of an express trust against the Issuer and each Note Guarantor for the whole amount then due and owing (together with applicable interest on any overdue principal and, to the extent lawful, interest on overdue interest) and the amounts provided for in Section 7.7.

Section 6.9 Trustee May File Proofs of Claim, etc.

(a) The Trustee may (irrespective of whether the principal of the Notes is then due):

(i) file such proofs of claim and other papers or documents as may be necessary or advisable in order to have the claims of the Trustee and the Holders under this Indenture and the Notes allowed in any bankruptcy, insolvency, liquidation or other judicial proceedings relative to the Issuer, any Note Guarantor or any Subsidiary of the Issuer or their respective creditors or properties; and

(ii) collect and receive any monies or other property payable or deliverable in respect of any such claims and distribute them in accordance with this Indenture.

Any receiver, trustee, liquidator, sequestrator (or other similar official) in any such proceeding is hereby authorized by each Holder to make such payments to the Trustee and, in the event that the Trustee shall consent to the making of such payments directly to the Holders, to pay to the Trustee any amount due to it for the reasonable compensation, expenses, taxes, disbursements and advances of the Trustee, its agent and counsel, and any other amounts due to the Trustee pursuant to Section 7.7.

(b) Nothing in this Indenture shall be deemed to authorize the Trustee to authorize or consent to or accept or adopt on behalf of any Holder any plan of reorganization, arrangement, adjustment or composition affecting the Notes or the rights of any Holder thereof, or to authorize the Trustee to vote in respect of the claim of any Holder in any such proceeding.

Section 6.10 Priorities. If the Trustee collects any money or property pursuant to this Article VI, it shall pay out the money or property in the following order:

FIRST: to the Trustee for amounts due under Section 7.7;

SECOND: if the Holders proceed against the Issuer directly without the Trustee in accordance with this Indenture, to Holders for their collection costs;

THIRD: to Holders for amounts due and unpaid on the Notes for principal and interest, ratably, without preference or priority of any kind, according to the amounts due and payable on the Notes for principal and interest, respectively; and

FOURTH: to the Issuer or, to the extent the Trustee collects any amount pursuant to Article X hereof from any Note Guarantor, to such Note Guarantor, or to such party as a court of competent jurisdiction shall direct.

The Trustee may, upon notice to the Issuer, fix a record date and payment date for any payment to Holders pursuant to this Section 6.10.

Section 6.11 Undertaking for Costs. In any suit for the enforcement of any right or remedy under this Indenture or in any suit against the Trustee for any action taken or omitted by it as Trustee, a court in its discretion may require the filing by any party litigant in the suit of an undertaking to pay the costs of the suit, and the court in its discretion may assess reasonable costs, including reasonable attorneys' fees, against any party litigant in the suit, having due regard to the merits and good faith of the claims or defenses made by the party litigant. This Section 6.11 does not apply to a suit by the Trustee, a suit by the Issuer, a suit by a Holder pursuant to Section 6.7 or a suit by Holders of more than 10% in principal amount of Outstanding Notes.

ARTICLE VII

TRUSTEE

Section 7.1 Duties of Trustee.

(a) If a Default or an Event of Default has occurred and is continuing, the Trustee shall exercise the rights and powers vested in it by this Indenture and use the same degree of care and skill in their exercise as a prudent man would exercise or use under the circumstances in the conduct of his own affairs.

(b) Except during the continuance of a Default or an Event of Default:

(i) the Trustee undertakes to perform such duties and only such duties as are specifically set forth in this Indenture and no implied covenants or obligations shall be read into this Indenture against the Trustee; and

(ii) in the absence of bad faith on its part, the Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Trustee and conforming to the requirements of this Indenture. However, in the case of any such certificates or opinions that by any provisions hereof are specifically required to be furnished to the Trustee, the Trustee shall examine such certificates and opinions to determine whether or not they conform to the requirements of this Indenture.

(c) The Trustee may not be relieved from liability for its own negligent action, its own negligent failure to act or its own willful misconduct, except that:

(i) this clause (c) does not limit the effect of clause (b) of this Section 7.1;

(ii) the Trustee shall not be liable for any error of judgment made in good faith by a Trust Officer unless it is proved that the Trustee was negligent in ascertaining the pertinent facts; and

(iii) the Trustee shall not be liable with respect to any action it takes or omits to take in good faith in accordance with a direction received by it pursuant to Section 6.2, 6.4 or 6.5.

(d) The Trustee shall not be liable for interest on any money received by it except as the Trustee may agree in writing with the Issuer.

(e) Money held in trust by the Trustee need not be segregated from other funds except to the extent required by law.

(f) No provision of this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur financial liability in the performance of any of its duties hereunder or in the exercise of any of its rights or powers, if it shall have reasonable grounds to believe that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

(g) Every provision of this Indenture relating to the conduct or affecting the liability of or affording protection to the Trustee shall be subject to the provisions of this Article VII.

(h) Unless otherwise specifically provided in this Indenture, any demand, request, direction or notice from the Issuer shall be sufficient if signed by an Officer of the Issuer.

(i) The Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Indenture at the request or direction of any of the Holders unless such Holders shall have offered to the Trustee reasonable security or indemnity against the costs, expenses (including reasonable attorneys' fees and expenses) and liabilities that might be incurred by it in compliance with such request or direction.

Section 7.2 Rights of Trustee.

Subject to Section 7.1:

(a) The Trustee may rely on any document reasonably believed by it to be genuine and to have been signed or presented by the proper person. The Trustee need not investigate any fact or matter stated in the document.

(b) Before the Trustee acts or refrains from acting at the direction of the Issuer or any Note Guarantor, it may require an Officer's Certificate or an Opinion of Counsel. The Trustee shall not be liable for any action it takes or omits to take in good faith in reliance on an Officer's Certificate or Opinion of Counsel.

(c) The Trustee may act through its attorneys and agents and shall not be responsible for the misconduct or negligence of any agent appointed with due care.

(d) The Trustee shall not be liable for any action it takes or omits to take in good faith which it believes to be authorized or within its rights or powers; *provided*, *however*, that the Trustee's conduct does not constitute willful misconduct or negligence.

(e) The Trustee may consult with counsel of its selection, and the advice or opinion of counsel with respect to legal matters relating to this Indenture and the Notes shall be full and complete authorization and protection from liability in respect to any action taken, omitted or suffered by it hereunder in good faith and in accordance with the advice or opinion of such counsel.

(f) If the Trustee shall determine, it shall be entitled to examine the books, records and premises of the Issuer, personally or by agent or attorney.

(g) The Trustee shall not be deemed to have notice of any Default or Event of Default unless a Trust Officer of the Trustee has received written notice at the Corporate Trust Office of any event which is in fact such a default, and such notice references the Notes and this Indenture.

(h) The rights, privileges, protections, immunities and benefits given to the Trustee, including, without limitation, its right to be indemnified, are extended to, and shall be enforceable by, the Trustee in each of its capacities hereunder, and to each agent, custodian and other Person employed to act hereunder.

(i) The Trustee may request that the Issuer deliver an Officer's Certificate setting forth the names of individuals and/or titles of officers authorized at such time to take specified actions pursuant to this Indenture, which Officer's Certificate may be signed by any Person authorized to sign an Officer's Certificate, including any Person specified as so authorized in any such certificate previously delivered and not superseded.

(j) The permissive rights of the Trustee enumerated herein shall not be construed as duties.

(k) In no event shall the Trustee be liable, directly or indirectly, for any special, indirect, punitive or consequential damages, even if the Trustee has been advised of the possibility of such damages.

(l) The Trustee shall not be responsible or liable for any failure or delay in the performance of its obligations under this Indenture arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including without limitation, acts of God; earthquakes; fires; floods; wars; civil or military disturbances; sabotage; epidemics; riots, interruptions, loss or malfunctions of utilities, computer (hardware or software) or communications service; accidents; labor disputes; acts of civil or military authority or governmental actions; it being understood that the Trustee shall use its best efforts to resume performance as soon as practicable under the circumstances.

(m) The Trustee shall at no time have any responsibility or liability for or in respect to the legality, validity or enforceability of any Collateral or any arrangement or agreement between the Issuer and any other Person with respect thereto, or the perfection or priority of any security interest created in any of the Collateral or maintenance of any perfection and priority, or for or with respect to the sufficiency of the Collateral following an Event of Default.

Section 7.3 Individual Rights of Trustee. The Trustee in its individual or any other capacity may become the owner or pledgee of Notes and may otherwise deal with the Issuer, the Note Guarantors or any Affiliate of the Issuer with the same rights it would have if it were not Trustee. Any Paying Agent, Transfer Agent, Registrar or co-Registrar may do the same with like rights. However, the Trustee must comply with Section 7.10.

Section 7.4 Trustee's Disclaimer. The Trustee shall not be responsible for and makes no representation as to the validity or adequacy of this Indenture or the Notes, it shall not be accountable for the Issuer's use of the proceeds from the Notes, and it shall not be responsible for any statement of the Issuer in this Indenture or in any document issued in connection with the sale of the Notes or in the Notes other than the Trustee's certificate of authentication.

Section 7.5 Notice of Defaults. If a Default or Event of Default occurs and is continuing and if a Trust Officer has actual knowledge thereof, the Trustee shall deliver to each Holder notice of the Default or Event of Default within 90 days after the occurrence thereof. Except in the case of a Default or Event of Default in payment of principal or interest on any Note (including payments pursuant to the optional redemption or required repurchase provisions of such Note, if any), the Trustee may withhold the notice if and so long as a committee of its Trust Officers in good faith determines that withholding the notice is in the interests of the Holders.

Section 7.6 [Reserved].

Section 7.7 Compensation and Indemnity.

(a) The Issuer shall pay to the Trustee from time to time reasonable compensation for its acceptance of this Indenture and services hereunder as the Issuer and the Trustee shall from time to time agree in writing. The Trustee's compensation shall not be limited by any law on compensation of a trustee of an express trust. The Issuer shall reimburse the Trustee upon request for all reasonable out-of-pocket expenses incurred or made by it, including costs of collection, costs of preparing and reviewing reports, certificates and other documents, costs of preparation and mailing of notices to Holders and reasonable costs of counsel retained by the Trustee in connection with the review, negotiation, execution and delivery of this Indenture or otherwise, in addition to the compensation for its services. Such expenses shall include the reasonable compensation and expenses, disbursements and advances of the Trustee's agents, counsel, accountants and experts.

(b) The Issuer and each Note Guarantor shall jointly and severally indemnify the Trustee against any and all loss, liability or expense (including reasonable attorneys' fees and expenses) incurred by it without negligence, willful misconduct or bad faith on its part in connection with the acceptance and administration of this trust and the performance of its duties hereunder, including the costs and expenses of enforcing this Indenture (including this Section 7.7) and of defending itself against any claims (whether asserted by any Holder, the Issuer, any Note Guarantor or otherwise). The Trustee shall notify the Issuer and each Note Guarantor promptly of any claim for which it may seek indemnity. Failure by the Trustee to so notify the Issuer or any Note Guarantor shall not relieve the Issuer or any Note Guarantor of its obligations hereunder. The Issuer shall defend the claim and the Trustee may have separate counsel and the Issuer shall pay the fees and expenses of such counsel; *provided*, that the Issuer shall not be required to pay such fees and expenses if it assumes the Trustee's defense, and, in the reasonable judgment of outside counsel to the Trustee, there is no conflict of interest between the Issuer and the Trustee in connection with such defense. The Issuer need not reimburse any expense or indemnify against any loss, liability or expense incurred by the Trustee through the Trustee's own willful misconduct, negligence or bad faith.

(c) To secure the Issuer's payment obligations in this Section 7.7, the Trustee shall have a lien prior to the Notes on all money or property held or collected by the Trustee other than money or property held in trust to pay principal of and interest on particular Notes. The Trustee's right to receive payment of any amounts due under this Section 7.7 shall not be subordinate to any other liability or Indebtedness of the Issuer.

(d) The Issuer's obligations pursuant to this Section 7.7 shall survive the discharge of this Indenture and the resignation or removal of the Trustee. When the Trustee incurs expenses after the occurrence of a Bankruptcy Event of Default, the expenses are intended to constitute expenses of administration under any Bankruptcy Law; *provided, however*, that this shall not affect the Trustee's rights as set forth in this Section 7.7 or Section 6.10.

Section 7.8 Replacement of Trustee.

(a) The Trustee may resign at any time by so notifying the Issuer. The Holders of a majority in principal amount of the then Outstanding Notes may upon 30 days prior written notice remove the Trustee by so notifying the Trustee and may appoint a successor Trustee reasonably acceptable to the Issuer. The Issuer shall remove the Trustee if:

(i) the Trustee fails to comply with Section 7.10;

(ii) the Trustee is adjudged bankrupt or insolvent;

(iii) a receiver or other public officer takes charge of the Trustee or its property; or

(iv) the Trustee otherwise becomes incapable of acting.

(b) If the Trustee resigns or is removed by the Issuer or by the Holders of a majority in principal amount of the then Outstanding Notes and such Holders do not reasonably promptly appoint a successor Trustee, or if a vacancy exists in the office of the Trustee for any reason (the Trustee in such event being referred to herein as the retiring Trustee), the Issuer shall promptly appoint a successor Trustee.

(c) A successor Trustee shall deliver a written acceptance of its appointment to the retiring Trustee and to the Issuer. Thereupon the resignation or removal of the retiring Trustee shall become effective, and the successor Trustee shall have all the rights, powers and duties of the Trustee under this Indenture. The successor Trustee shall mail a notice of its succession to Holders. The retiring Trustee shall promptly transfer all property held by it as Trustee to the successor Trustee, subject to the lien provided for in Section 7.7(c).

(d) If a successor Trustee does not take office within 30 days after the retiring Trustee resigns or is removed, the retiring Trustee or the Holders of 10% in principal amount of the then Outstanding Notes may petition, at the Issuer's expense, any court of competent jurisdiction for the appointment of a successor Trustee.

(e) If the Trustee fails to comply with Section 7.10, any Holder may petition any court of competent jurisdiction for the removal of the Trustee and the appointment of a successor Trustee.

(f) Notwithstanding the replacement of the Trustee pursuant to this Section 7.8, the Issuer's obligations under Section 7.7 shall continue for the benefit of the retiring Trustee.

Section 7.9 Successor Trustee by Merger.

(a) If the Trustee consolidates with, merges or converts into, or transfers all or substantially all its corporate trust business or assets to, another Person, the resulting, surviving or transferee Person without any further act shall be the successor Trustee.

(b) In case at the time such successor or successors to the Trustee shall succeed to the trusts created by this Indenture, any of the Notes shall have been authenticated but not delivered, any such successor to the Trustee may adopt the certificate of authentication of any predecessor trustee, and deliver such Notes so authenticated; and in case at that time any of the Notes shall not have been authenticated, any successor to the Trustee may authenticate such Notes either in the name of any predecessor hereunder or in the name of the successor to the Trustee; and in all such cases such certificates of authentication and such delivery shall be valid for purposes of this Indenture.

Section 7.10 Eligibility; Disqualification. The Trustee shall at all times be a Trustee hereunder that is a Person organized and doing business under the laws of the United States or of any state thereof that is authorized under such laws to exercise corporate trustee power, that is subject to supervision or examination by federal or state authorities and that has, together with its parent, a combined capital and surplus of at least U.S.$50,000,000 as set forth in its most recent published annual report of condition.

Section 7.11 [Reserved].

Section 7.12 [Reserved].

Section 7.13 Authorization and Instruction of the Trustee With Respect to the Collateral. Each Holder and the Issuer authorize and instruct the Trustee (a) to enter into (or cause an agent or grant such powers of attorney to enter into), on its own behalf and on behalf of the Holders of Notes, such documents (the "Security Documents") as are necessary or desirable (which shall be evidenced by a written instruction from the Issuer to the Trustee) in order to create and maintain the security interest of the Trustee and the Holders of Notes in the Collateral as may from time to time be provided to equally and ratably secure the Notes, (b) to grant such powers of attorney and to do or cause to be done all such acts and things, on its own behalf and in the name and on behalf of the Holders of Notes, as are necessary or desirable (which shall be evidenced by a written instruction from the Issuer to the Trustee) to create and maintain the security interest of the Trustee and the Holders of Notes in such Collateral, (c) to appoint the Security Agent to serve as direct representative of the Trustee and the Holders of Notes in connection with the creation and maintenance of the security interest of the Trustee and the Holders of Notes in such Collateral, (d) to accept the security interest in the Collateral on behalf of each Holder, and (e) to grant powers in favor of an attorney to execute an accession public deed before a Spanish notary public accepting the security interest in the Collateral on behalf of the Holders of Notes. It is understood and acknowledged that, in certain circumstances, the Security Documents may be amended, modified or waived without the consent of the Trustee or the Holders of Notes. It is understood and acknowledged that the Security Agent, in addition to being appointed by and acting on behalf of the Trustee and the Holders of Notes, has also been appointed by and is acting on behalf of (and may in the future be appointed by and act on behalf of) other creditors of the Issuer and its Subsidiaries. The Trustee will not have the right to cause the Security Agent to foreclose on the Collateral upon the occurrence of an Event of Default in respect of the Notes. The Trustee shall at no time have any responsibility or liability for or in respect to the legality, validity or enforceability of any Collateral or any arrangement or agreement between the Issuer and any other Person with respect thereto, or the perfection or priority of any security interest created in any of the Collateral or maintenance of any perfection and priority, or for or with respect to the sufficiency of the Collateral following an Event of Default.

ARTICLE VIII

DEFEASANCE; DISCHARGE OF INDENTURE

Section 8.1 Legal Defeasance and Covenant Defeasance.

(a) The Issuer may, at its option, at any time, elect to have either Section 8.1(b) or Section 8.1(c) be applied to all Outstanding Notes upon compliance with the conditions set forth in Section 8.2.

(b) Upon the Issuer's exercise under Section 8.1(a) of the option applicable to this clause (b), the Issuer shall, subject to the satisfaction of the conditions set forth in Section 8.2, be deemed to have been discharged from its obligations with respect to all Outstanding Notes on the date all of the conditions set forth in Section 8.2 are satisfied (hereinafter, "Legal Defeasance"). For this purpose, Legal Defeasance means that the Issuer shall be deemed to have paid and discharged the entire Indebtedness represented by the then Outstanding Notes, which shall thereafter be deemed to be Outstanding only for the purposes of Section 8.3 hereof and the other sections of this Indenture referred to in subclause (i) or (ii) of this clause (b), and to have satisfied all its other obligations under such Notes and this Indenture (and the Trustee, on demand of and at the expense of the Issuer, shall execute proper instruments acknowledging the same), except for the following provisions, which shall survive until otherwise terminated or discharged hereunder:

(i) the rights of Holders of Outstanding Notes to receive solely from the trust fund described in Section 8.3, and as more fully set forth in Section 2.4 payments in respect of the principal of, premium, if any, and interest on such Notes when such payments are due,

(ii) the Issuer's obligations with respect to such Notes under Article II and Section 3.2 hereof,

(iii) the rights, powers, trusts, duties and immunities of the Trustee hereunder and the Issuer's obligations in connection therewith, and

(iv) this Article VIII.

Subject to compliance with this Article VIII, the Issuer may exercise its option under this clause (b) notwithstanding the prior exercise of its option under Section 8.1(c) hereof.

(c) Upon the Issuer's exercise under Section 8.1(a) hereof of the option applicable to this clause (c), the Issuer shall, subject to the satisfaction of the applicable conditions set forth in Section 8.2, be released from its obligations under Sections 3.4, 3.5, 3.8, 3.9, 3.11, 3.12, 3.14, 3.15, 3.16, 3.17, 3.18, 3.19, 3.20, 3.21, 3.22, 4.1(a) and 4.1(b) hereof with respect to the then Outstanding Notes on and after the date the conditions set forth below are satisfied (hereinafter, "Covenant Defeasance"), and the Notes shall thereafter be deemed not Outstanding for the purposes of any direction, waiver, consent or declaration or act of Holders (and the consequences of any thereof) in connection with such covenants, but shall continue to be Outstanding for all other purposes hereunder (it being understood that such Notes shall not be deemed Outstanding for accounting purposes). For this purpose, such Covenant Defeasance means that, with respect to the then Outstanding Notes, the Issuer may omit to comply with and shall have no liability in respect of any term, condition or limitation set forth in any such covenant, whether directly or indirectly, by reason of any reference elsewhere herein to any such covenant or by reason of any reference in any such covenant to any other provision herein or in any other document and such omission to comply shall not constitute a Default or an Event or Default under clause (iii) of Section 6.1(a) (solely with respect to any failure to perform under or comply with clause (ii) or (iii) of Section 4.1(a)), clause (iv) of Section 6.1(a) or clause (v) of Section 6.1(a) hereof, but, except as specified above, the remainder of this Indenture and such Notes shall be unaffected thereby.

Section 8.2 Conditions to Defeasance. The Issuer may exercise its Legal Defeasance option or its Covenant Defeasance option only if:

(a) the Issuer has irrevocably deposited with the Trustee, in trust, for the benefit of the Holders cash in U.S. Legal Tender or U.S. Government Obligations or a combination thereof, in such amounts as will be sufficient without reinvestment, in the opinion of a nationally recognized firm of independent public accountants, to pay the principal of, premium, if any, and interest (including Additional Amounts) on the Notes on the stated date for payment thereof or on the applicable Redemption Date, as the case may be; *provided* that (x) upon any redemption that requires the payment of a Make-Whole Amount, the amount deposited will be sufficient for purposes of the Indenture to the extent that an amount is deposited with the Trustee equal to the Make-Whole Amount calculated as of the date of the notice of redemption, with any deficit as of the date of redemption only required to be deposited with the Trustee on or prior to the date of redemption and (y) such deficit amount will be set forth in an Officer's Certificate delivered to the Trustee simultaneously with the deposit of such deficit amount that confirms that such deficit amount will be applied toward such redemption;

(b) in the case of Legal Defeasance, the Issuer has delivered to the Trustee an Opinion of Counsel reasonably acceptable to the Trustee (subject to customary exceptions and exclusions) and independent of the Issuer to the effect that:

(i) the Issuer has received from, or there has been published by, the Internal Revenue Service a ruling; or

(ii) since the Issue Date, there has been a change in the applicable U.S. federal income tax law,

in either case to the effect that, and based thereon such Opinion of Counsel shall state that, the Holders will not recognize income, gain or loss for U.S. federal income tax purposes as a result of such Legal Defeasance and will be subject to U.S. federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such Legal Defeasance had not occurred;

(c) in the case of Covenant Defeasance, the Issuer has delivered to the Trustee an Opinion of Counsel reasonably acceptable to the Trustee (subject to customary exceptions and exclusions) to the effect that the Holders will not recognize income, gain or loss for U.S. federal income tax purposes as a result of such Covenant Defeasance and will be subject to U.S. federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such Covenant Defeasance had not occurred;

(d) no Default or Event of Default shall have occurred and be continuing on the date of the deposit pursuant to Section 8.2(a) (except any Default or Event of Default resulting from the failure to comply with Section 3.9 as a result of the borrowing of the funds required to effect such deposit);

(e) the Trustee has received an Officer's Certificate stating that such Legal Defeasance or Covenant Defeasance shall not result in a breach or violation of, or constitute a default under this Indenture or any other material agreement or instrument to which the Issuer or any of its Subsidiaries is a party or by which the Issuer or any of its Subsidiaries is bound;

(f) the Issuer has delivered to the Trustee an Officer's Certificate stating that the deposit was not made by the Issuer with the intent of preferring the Holders over any other creditors of the Issuer or any Subsidiary of the Issuer or with the intent of defeating, hindering, delaying or defrauding any other creditors of the Issuer or others;

(g) the Issuer has delivered to the Trustee an Officer's Certificate and an Opinion of Counsel from counsel reasonably acceptable to the Trustee (subject to customary exceptions and exclusions) and independent of the Issuer, each stating that all conditions precedent provided for or relating to the Legal Defeasance or the Covenant Defeasance have been complied with; and

(h) the Issuer has delivered to the Trustee an Opinion of Counsel from counsel reasonably acceptable to the Trustee and independent of the Issuer to the effect that the trust resulting from the deposit does not constitute, or is qualified as, a regulated investment company under the Investment Company Act of 1940.

Section 8.3 Application of Trust Money. The Trustee shall hold in trust U.S. Legal Tender or U.S. Government Obligations deposited with it pursuant to this Article VIII. It shall apply the deposited U.S. Legal Tender or U.S. Government Obligations through the Paying Agent and in accordance with this Indenture to the payment of principal of and interest on the Notes.

Section 8.4 Repayment to Issuer.

(a) The Trustee and the Paying Agent shall promptly turn over to the Issuer upon written request any excess money or securities held by them upon payment of all the obligations under this Indenture.

(b) Subject to any applicable abandoned property law, the Trustee and the Paying Agent shall pay to the Issuer upon request any money held by them for the payment of principal of, premium or interest on the Notes that remains unclaimed for two years, and, thereafter, Holders entitled to the money must look to the Issuer for payment as general creditors.

Section 8.5 Indemnity for U.S. Government Obligations. The Issuer shall pay and shall indemnify the Trustee against any tax, fee or other charge imposed on or assessed against deposited U.S. Government Obligations or the principal and interest received on such U.S. Government Obligations.

Section 8.6 Reinstatement. If the Trustee or Paying Agent is unable to apply any U.S. Legal Tender or U.S. Government Obligations in accordance with this Article VIII by reason of any legal proceeding or by reason of any order or judgment of any court or governmental authority enjoining, restraining or otherwise prohibiting such application, the obligations of the Issuer under this Indenture and the Notes shall be revived and reinstated as though no deposit had occurred pursuant to this Article VIII until such time as the Trustee or Paying Agent is permitted to apply all such U.S. Legal Tender or U.S. Government Obligations in accordance with this Article VIII; *provided, however*, that, if the Issuer has made any payment of principal of, premium or interest on any Notes because of the reinstatement of its obligations, the Issuer shall be subrogated to the rights of the Holders of such Notes to receive such payment from U.S. Legal Tender or U.S. Government Obligations held by the Trustee or Paying Agent.

Section 8.7 Satisfaction and Discharge. This Indenture will be discharged and will cease to be of further effect (except as to surviving rights of registration of transfer or exchange of the Notes, as expressly provided for in this Indenture) as to all Outstanding Notes when:

(a) either:

(i) all the Notes theretofore authenticated and delivered (except lost, stolen or destroyed Notes which have been replaced or paid and Notes for whose payment money has theretofore been deposited in trust or segregated and held in trust by the Issuer and thereafter repaid to the Issuer or discharged from such trust) have been delivered to the Trustee for cancellation; or

(ii) (x) all Notes not theretofore delivered to the Trustee for cancellation have become due and payable by reason of the making of one or more notices of redemption or otherwise (in the case that such Notes have become due and payable as a result of the mailing or electronic delivery of a notice of redemption, after any conditions precedent to redemption have been satisfied or waived in writing by the Issuer), will become due and payable within one year or may be called for redemption within one year under arrangements satisfactory to the Trustee for the giving of notice of redemption by the Trustee in the name, and at the expense, of the Issuer, and the Issuer or any Guarantor has irrevocably deposited or caused to be deposited with the Trustee, in trust, for the benefit of the holders, cash in U.S. Legal Tender, U.S. Government Obligations, or a combination thereof, in such amounts as will be sufficient without reinvestment, in the opinion of a nationally recognized investment bank, appraisal firm or firm of independent public accountants, to pay and discharge the entire Indebtedness on the Notes not theretofore delivered to the Trustee for cancellation, for principal of, premium, if any, and interest (including Additional Amounts) on the Notes to the stated date of deposit thereof or on the applicable redemption date, as the case may; *provided* that (x) upon any redemption that requires the payment of a Make-Whole Amount, the amount deposited will be sufficient for purposes of the Indenture to the extent that an amount is deposited with the Trustee equal to the Make-Whole Amount calculated as of the date of the notice of redemption, with any deficit as of the date of redemption only required to be deposited with the Trustee on or prior to the date of redemption and (y) such deficit amount will be set forth in an Officer's Certificate delivered to the Trustee simultaneously with the deposit of such deficit amount that confirms that such deficit amount will be applied toward such redemption; and (y) the Issuer has delivered irrevocable instructions directing the Trustee to apply such funds to the payment of the Notes at maturity or the redemption date, as the case may be;

(b) the Issuer has paid all other sums payable under this Indenture and the Notes by it; and

(c) the Issuer has delivered to the Trustee an Officer's Certificate and an Opinion of Counsel stating that all conditions precedent under this Indenture relating to the satisfaction and discharge of this Indenture have been complied with.

ARTICLE IX

AMENDMENTS

Section 9.1 Without Consent of Holders.

(a) The Issuer, the Note Guarantors and the Trustee may amend or supplement this Indenture, the Notes or the Note Guarantees without notice to or consent of any Holder:

(i) to cure any ambiguity, omission, defect or inconsistency;

(ii) to comply with Article IV in respect of the assumption by a Successor Issuer of the obligations of the Issuer under the Notes and this Indenture;

(iii) to provide for uncertificated Notes in addition to or in place of Certificated Notes; *provided*, *however*, that the uncertificated Notes are issued in registered form for purposes of Section 163(f) of the Code;

(iv) to add guarantees with respect to the Notes or to secure the Notes;

(v) to add to the covenants of the Issuer or the Note Guarantors for the benefit of the Holders or to surrender any right or power herein conferred upon the Issuer or the Note Guarantors;

(vi) to make any change that does not, in the opinion of the Issuer, as conclusively evidenced by an Officer's Certificate to such effect, adversely affect the rights of any Holder in any material respect;

(vii) to conform the text of this Indenture, the Note Guarantees or the Notes to any provision of the section "Description of Notes" in the Offering Memorandum to the extent that such provision in such "Description of Notes" was intended to be a verbatim recitation of a provision of this Indenture or the Notes or Note Guarantees;

(viii) to comply with the requirements of any applicable securities depositary;

(ix) to provide for the issuance of Additional Notes as permitted by Section 2.2(c) and Section 2.14, which will have terms substantially identical to the other Outstanding Notes except as specified in Section 2.13, or Section 2.14, and which will be treated, together with any other Outstanding Notes, as a single issue of securities; or

(x) in order to effect and maintain the listing of the Notes on the Global Exchange Market of the Irish Stock Exchange operating as Euronext Dublin.

(b) After an amendment or supplement under this Section 9.1 becomes effective, the Issuer shall mail to Holders a notice briefly describing such amendment. The failure to give such notice to all Holders, or any defect therein, shall not impair or affect the validity of an amendment under this Section 9.1.

Section 9.2 With Consent of Holders.

(a) The Issuer, the Note Guarantors and the Trustee may amend or supplement this Indenture or the Notes without notice to any Holder but with the written consent of the Holders of at least a majority in principal amount of the then Outstanding Notes(including, without limitation, consents obtained in connection with a purchase of, or tender offer or exchange offer for, Notes). Subject to Section 6.4, the Holder or Holders of a majority in aggregate principal amount of the then Outstanding Notes may waive compliance by the Issuer and the Note Guarantors with any provision of this Indenture or the Notes. However, without the consent of each Holder affected, an amendment, supplement or waiver may not:

(i) reduce the amount of Notes whose Holders must consent to an amendment, supplement or waiver;

(ii) reduce the rate of or change or have the effect of changing the time for payment of interest, including Defaulted Interest, on any Notes;

(iii) reduce the principal of or change or have the effect of changing the fixed maturity of any Notes, or change the date on which any Notes may be subject to redemption, or reduce the redemption price therefor;

(iv) make any Notes payable in money other than that stated in the Notes;

(v) make any change in the provisions of this Indenture entitling each Holder to receive payment of principal of, premium, if any, and interest on such Notes on or after the due date thereof or to bring suit to enforce such payment, or permitting Holders of a majority in principal amount of the then Outstanding Notes to waive Defaults or Events of Default;

(vi) amend, change or modify in any material respect any obligations of the Issuer to make and consummate a Change of Control Offer in respect of a Change of Control that has occurred or make and consummate an Asset Sale Offer with respect to any Asset Sale that has been consummated;

(vii) make any change in the provisions of this Indenture described under Section 3.21 that adversely affects the rights of any Holder or amend the terms of the Notes in a way that would result in a loss of exemption from Taxes; or

(viii) make any change to the provisions of this Indenture or the Notes that adversely affect the ranking of the Notes.

(b) It shall not be necessary for the consent of the Holders under this Section 9.2 to approve the particular form of any proposed amendment, supplement or waiver but it shall be sufficient if such consent approves the substance thereof.

(c) After an amendment, supplement or waiver under this Section 9.2 becomes effective, the Issuer shall mail to Holders a notice briefly describing such amendment, supplement or waiver. The failure to give such notice to all Holders, or any defect therein, shall not impair or affect the validity of an amendment, supplement or waiver under this Section 9.2.

(d) The Notes issued on the Issue Date, and any Additional Notes part of the same series, will be treated as a single series for all purposes under this Indenture, including with respect to waivers and amendments. For the purposes of calculating the aggregate principal amount of Notes that have consented to or voted in favor of any amendment, waiver, consent, modifications or other similar action, the Issuer (acting reasonably and in good faith) shall be entitled to select a record date as of which the principal amount of any Notes shall be calculated in such consent or voting process.

Section 9.3 [Reserved].

Section 9.4 Revocation and Effect of Consents and Waivers.

(a) A consent to an amendment, supplement or waiver by a Holder of a Note shall bind the Holder and every subsequent Holder of that Note or portion of the Note that evidences the same debt as the consenting Holder's Note, even if notation of the consent or waiver is not made on the Note. However, any such Holder or subsequent Holder may revoke the consent or waiver as to such Holder's Note or portion of the Note if the Trustee receives the notice of revocation before the date the amendment, supplement or waiver becomes effective. After an amendment, supplement or waiver becomes effective, it shall bind every Holder, except as otherwise provided in this Article IX. An amendment, supplement or waiver shall become effective upon receipt by the Trustee of the requisite number of written consents under Section 9.2.

(b) The Issuer may, but shall not be obligated to, fix a record date for the purpose of determining the Holders entitled to give their consent or take any other action described above or required or permitted to be taken pursuant to this Indenture. If a record date is fixed, then notwithstanding the immediately preceding paragraph, those Persons who were Holders at such record date (or their duly designated proxies), and only those Persons, shall be entitled to give such consent or to revoke any consent previously given or to take any such action, whether or not such Persons continue to be Holders after such record date. No such consent shall be valid or effective for more than 90 days after such record date.

Section 9.5 Notation on or Exchange of Notes. If an amendment or supplement changes the terms of a Note, the Trustee may require the Holder of the Note to deliver it to the Trustee. The Trustee may place an appropriate notation on the Note regarding the changed terms and return it to the Holder. Alternatively, if the Issuer or the Trustee so determines, the Issuer, in exchange for the Note, will execute and upon Issuer Order, the Trustee will authenticate and make available for delivery a new Note that reflects the changed terms. Failure to make the appropriate notation or to issue a new Note shall not affect the validity of such amendment or supplement.

Section 9.6 Trustee to Sign Amendments and Supplements. The Trustee shall sign any amendment, supplement or waiver authorized pursuant to this Article IX if the amendment or supplement does not adversely affect the rights, duties, liabilities or immunities of the Trustee. If it does, the Trustee may but need not sign it. In signing such amendment, supplement or waiver, the Trustee shall be entitled to receive indemnity reasonably satisfactory to it and to receive, and (subject to Section 7.1 and Section 7.2) shall be fully protected in relying upon, in addition to the documents required by Section 12.4, an Opinion of Counsel and an Officer's Certificate each stating that such amendment, supplement or waiver is authorized or permitted by this Indenture and that all conditions precedent to the execution of such amendment, supplement or waiver have been complied with.

ARTICLE X

NOTE GUARANTEES

Section 10.1 Note Guarantees.

(a) Each Note Guarantor hereby fully and unconditionally guarantees, as primary obligor and not merely as surety, jointly and severally with each other Note Guarantor, to each Holder and the Trustee, the full and punctual payment when due, whether at maturity, by acceleration, by redemption or otherwise, of the Obligations (such guaranteed Obligations, the "Guaranteed Obligations"). Each Note Guarantor further agrees that its Note Guarantee herein constitutes a guarantee of payment when due (and not a guarantee of collection) and agrees to pay, in addition to the amounts stated in Section 10.1(f), any and all expenses (including reasonable counsel fees and expenses) incurred by the Trustee or the Holders in enforcing or exercising any rights under any Note Guarantee.

(b) In no event shall the Trustee or the Holders be obligated to take any action, obtain any judgment or file any claim prior to enforcing or exercising any rights under any Note Guarantee.

(c) Each Note Guarantor further agrees that its Note Guarantee constitutes an absolute and unconditional and continuing guarantee. Each Note Guarantor hereby waives, to the extent permitted by law:

(i) any claim as to the legality, validity, regularity or enforceability of this Indenture, the Notes or any other agreement;

(ii) any claim as to the lack of authority of the Issuer to execute or deliver this Indenture, the Notes or any other agreement;

(iii) diligence, presentation to, demand of payment from and protest to the Issuer of any of the Obligations and notice of protest for nonpayment;

(iv) the occurrence of any Default or Event of Default under this Indenture, the Notes or any other agreement;

(v) notice of any Default or Event of Default under this Indenture, the Notes or any other agreement;

(vi) the failure of the Trustee or any Holder to assert any claim or demand or to enforce any right or remedy against the Issuer or any other Person under this Indenture, the Notes or any other agreement;

(vii) any extension or renewal of the Obligations, this Indenture, the Notes or any other agreement;

(viii) any rescission, waiver, amendment or modification of any of the terms or provisions of this Indenture, the Notes or any other agreement;

(ix) the existence of any bankruptcy, insolvency, reorganization or similar proceedings involving the Issuer;

(x) any setoff, counterclaim, recoupment, termination or defense of any kind or nature which may be available to or asserted by any Note Guarantor or the Issuer against the Holders or the Trustee;

(xi) any impairment, taking, furnishing, exchange or release of, or failure to perfect or obtain protection of any security interest in, any collateral securing this Indenture and the Notes and any right to require that any resort be had by the Trustee or any Holder to any such collateral;

(xii) the failure of the Trustee or any Holder to exercise any right or remedy against any other Note Guarantor;

(xiii) any change in the ownership of the Issuer;

(xiv) any change in the laws, rules or regulations of any jurisdiction;

(xv) any present or future action of any governmental authority or court amending, varying, reducing or otherwise affecting, or purporting to amend, vary, reduce or otherwise affect, any of the obligations of the Issuer under this Indenture or the Notes or of any Note Guarantor under its Note Guarantee; and

(xvi) any other act or thing or omission or delay to do any other act or thing which may or might in any manner or to any extent vary the risk of each Note Guarantor or would otherwise operate as a discharge of such Note Guarantor as a matter of law or equity.

(d) Each of the Note Guarantors further expressly waives irrevocably and unconditionally:

(i) Any right it may have to first require any Holder to proceed against, initiate any actions before a court of law or any other judge or authority, or enforce any other rights or security or claim payment from the Issuer or any other Person (including any Note Guarantor or any other guarantor of the Notes) before claiming from it under this Indenture;

(ii) Any right to which it may be entitled to have the assets of the Issuer or any other Person (including any Note Guarantor or any other guarantor of the Notes) first be used, applied or depleted as payment of the Issuer's or the Note Guarantors' obligations hereunder, prior to any amount being claimed from or paid by any of the Note Guarantors hereunder;

(iii) Any right to which it may be entitled to have claims hereunder divided between the Note Guarantors;

(iv) To the extent applicable, the benefits of *orden*, *excusión*, *división*, *quita* and *espera* and any right specified in articles 2814, 2815, 2817, 2818, 2819, 2820, 2821, 2822, 2823, 2826, 2837, 2838, 2839, 2840, 2845, 2846, 2847 and any other related or applicable articles that are not explicitly set forth herein because of Note Guarantor's knowledge thereof of the *Código Civil Federal* of Mexico, and the *Código Civil* of each State of the Mexican Republic and the Federal District of Mexico.

(e) The obligations assumed by each Note Guarantor hereunder shall not be affected by the absence of judicial request of payment by a Holder to the Issuer or by whether any such person takes timely action pursuant to articles 2848 and 2849 of the Código Civil Federal of Mexico and the Código Civil of each State of the Mexican Republic and the Federal District of Mexico and each Note Guarantor hereby expressly waives the provisions of such articles.

(f) The obligations of each Note Guarantor hereunder shall not be subject to any reduction, limitation, impairment or termination for any reason (other than payment of the Obligations in full), including any claim of waiver, release, surrender, alteration or compromise, and shall not be subject to any defense of setoff, counterclaim, recoupment or termination whatsoever or by reason of the invalidity, illegality or unenforceability of the Obligations or otherwise. Without limiting the generality of the foregoing, the obligations of each Note Guarantor herein shall not be discharged or impaired or otherwise affected by the failure of any Holder to assert any claim or demand or to enforce any remedy under this Indenture, the Notes or any other agreement, by any waiver or modification of any thereof, by any default, failure or delay, willful or otherwise, in the performance of the Obligations, or by any other act or thing or omission or delay to do any other act or thing which may or might in any manner or to any extent vary the risk of such Note Guarantor or would otherwise operate as a discharge of such Note Guarantor as a matter of law or equity.

(g) Except as provided in Section 10.2, the obligations of each Note Guarantor hereunder shall not be subject to any reduction, limitation, impairment or termination for any reason other than payment of the Obligations in full.

(h) Each Note Guarantor further agrees that its Note Guarantee herein shall continue to be effective or be reinstated, as the case may be, if at any time payment, or any part thereof, of principal of or interest on any of the Obligations is rescinded or must otherwise be restored by any Holder upon the bankruptcy or reorganization of the Issuer or otherwise.

(i) In furtherance of the foregoing and not in limitation of any other right which the Trustee or any Holder has at law or in equity against each Note Guarantor by virtue hereof, upon the failure of the Issuer to pay any of the Obligations when and as the same shall become due, whether at maturity, by acceleration, by redemption or otherwise, each Note Guarantor hereby promises to and will, upon receipt of written demand by the Trustee, forthwith pay, or cause to be paid, in cash, to the Holders an amount equal to the sum of:

(i) the unpaid amount of such Obligations then due and owing; and

(ii) accrued and unpaid interest on such Obligations then due and owing (but only to the extent not prohibited by law);

provided, that any delay by the Trustee in giving such written demand shall in no event affect any Note Guarantor's obligations under its Note Guarantee.

(j) Each Note Guarantor further agrees that, as between such Note Guarantor, on the one hand, and the Holders, on the other hand:

(i) the maturity of the Obligations guaranteed hereby may be accelerated as provided in this Indenture for the purposes of its Note Guarantee herein, notwithstanding any stay, injunction or other prohibition preventing such acceleration in respect of the Obligations guaranteed hereby; and

(ii) in the event of any such declaration of acceleration of such Obligations, such Obligations (whether or not due and payable) shall forthwith become due and payable by the Note Guarantor for the purposes of this Note Guarantee.

Section 10.2 Limitation on Liability; Termination, Release and Discharge.

(a) Subject to the limitations set out in Section 10.5 and Section 10.6, the obligations of each Note Guarantor hereunder will be limited to the maximum amount as will, after giving effect to all other contingent and fixed liabilities of such Note Guarantor and after giving effect to any collections from or payments made by or on behalf of any other Note Guarantor in respect of the obligations of such other Note Guarantor under its Note Guarantee or pursuant to its contribution obligations under this Indenture, result in the obligations of such Note Guarantor under its Note Guarantee not constituting a fraudulent conveyance or fraudulent transfer under federal or state law.

(b) A Note Guarantor will be released and relieved of its obligations under its Note Guarantee in the event that:

(i) there is a Legal Defeasance of the Notes pursuant to Article VIII;

(ii) there is a sale or other disposition of Capital Stock of such Note Guarantor following which such Note Guarantor is no longer a direct or indirect Subsidiary of the Issuer;

(iii) such Note Guarantor is designated as an Unrestricted Subsidiary in accordance with Section 3.14;

(iv) either (A) the 2017 Facilities Agreement Indebtedness has been repaid in full and such Note Guarantor is not a guarantor of the Indebtedness Incurred to refinance such 2017 Facilities Agreement Indebtedness or (B) at least 85% of the outstanding Indebtedness of the Issuer and its Restricted Subsidiaries is not guaranteed by such Note Guarantor; or

(v) solely with respect to an Additional Note Guarantor, upon the occurrence of a Partial Covenant Suspension Event or Covenant Suspension Event until the occurrence of a Partial Covenant Reversion Date or a Reversion Date, as applicable, at which time the guarantee of the Notes by such Additional Note Guarantor shall be reinstated unless such Additional Note Guarantor would have been released at any time during the Partial Suspension Period or the Suspension Period, as applicable, pursuant to clause (i), (ii), (iii) or (iv) of this Section 10.2(b).

Section 10.3 Right of Contribution. Each Note Guarantor that makes a payment or distribution under a Note Guarantee will be entitled to a contribution from each other Note Guarantor in a *pro rata* amount, based on the net assets of each Note Guarantor determined in accordance with GAAP. The provisions of this Section 10.3 shall in no respect limit the obligations and liabilities of each Note Guarantor to the Trustee and the Holders and each Note Guarantor shall remain liable to the Trustee and the Holders for the full amount guaranteed by such Note Guarantor hereunder.

Section 10.4 No Subrogation. Each Note Guarantor agrees that it shall not be entitled to any right of subrogation in respect of any Guaranteed Obligations until payment in full in cash or Cash Equivalents of all Obligations. If any amount shall be paid to any Note Guarantor on account of such subrogation rights at any time when all of the Obligations shall not have been paid in full in cash or Cash Equivalents, such amount shall be held by such Note Guarantor in trust for the Trustee and the Holders, segregated from other funds of such Note Guarantor, and shall, forthwith upon receipt by such Note Guarantor, be turned over to the Trustee in the exact form received by such Note Guarantor (duly endorsed by such Note Guarantor to the Trustee, if required), to be applied against the Obligations.

Section 10.5 French Guarantee Limitation.

(a) The obligations of any Note Guarantor incorporated in France (a "French Note Guarantor") are subject to the limitations set out in this Section 10.5.

(b) The obligations and liabilities of any French Note Guarantor under the Indenture and the Notes, and in particular under this Article X, shall not include any obligation or liability which, if incurred, would constitute the provision of financial assistance within the meaning of article L.225-216 of the French Commercial Code and/or would constitute a misuse of corporate assets within the meaning of article(s) L. 241-3, L. 242-6 or L. 244-1 of the French Commercial Code or any other law or regulations having the same effect, as interpreted by French courts.

(c) The obligations and liabilities of any French Note Guarantor under this Article X for the Issuer's obligations under the Indenture and the Notes shall be limited, at any time, to an amount equal to the aggregate of all amounts made available under the Notes and the Indenture to the Issuer to the extent directly or indirectly on-lent to such French Note Guarantor and/or its direct and indirect Subsidiaries under intercompany loan agreements (excluding, for the avoidance of doubt, any cash-pooling arrangements or other cash management agreements, *provided*, that the proceeds of the Notes shall not be used, in whole or in part, to finance, directly or indirectly, such cash pooling arrangements or other cash management agreements) and outstanding at the date a payment is to be made by such French Note Guarantor under this Article X, it being specified that any payment made by a French Note Guarantor under this Article X in respect of the obligations of the Issuer shall reduce *pro tanto* the outstanding amount of the intercompany loans due by such French Note Guarantor or its relevant direct or indirect Subsidiary under the intercompany loan agreements referred to above and that any repayment of the intercompany loans by the French Note Guarantor or its relevant direct or indirect Subsidiary shall reduce *pro tanto* the amount payable by the French Note Guarantor under this Article X.

(d) It is acknowledged that no French Note Guarantor is acting jointly and severally with the other Note Guarantors and no French Note Guarantor shall therefore be considered as "*co-débiteur solidaire*" as to its obligations pursuant to the guarantee given pursuant to this Article X.

Section 10.6 Swiss Guarantee Limitation.

(a) The obligations of any Note Guarantor incorporated in Switzerland (a "Swiss Note Guarantor") are subject to the limitations set out in this Section 10.6.

(b) The obligations and liabilities of a Swiss Note Guarantor under the Indenture, the Notes or any other agreement, and in particular under this Article X, in relation to the obligations, undertakings, indemnities or liabilities of a Note Guarantor other than that Swiss Note Guarantor or any of its fully owned and controlled subsidiaries (the "Restricted Obligations") and the aggregate use of the proceeds from the enforcement of any security interest granted by a Swiss Note Guarantor shall not include any obligation or liability which, if incurred, would constitute the provision of financial assistance not permitted under the laws of Switzerland then in force and/or would constitute a misuse of corporate assets under Swiss law as interpreted by Swiss courts and shall be limited to the amount of that Swiss Note Guarantor's Free Reserves Available for Distribution (as defined below) at the time payment or the application of proceeds from the realization of a security interest is requested, or the maximum amount permitted by Swiss law at such time, *provided*, that such limitation is a requirement under applicable law (including any case law) at that point in time and that such limitation shall not free the Swiss Note Guarantor from its obligations in excess thereof, but merely postpone the performance date therefor or the application of proceeds from the realization of a security interest until such time as performance is permitted notwithstanding such limitation.

(c) For the purposes of this clause, "Free Reserves Available for Distribution" means an amount equal to the maximal amount in which the Swiss Note Guarantor can make a dividend payment to its shareholder(s) (being the year to date balance sheet profit and any freely disposable equity available for this purpose, in each case, in accordance with applicable Swiss law). The freely disposable equity represents the total shareholder equity less the total of: (i) the aggregate share capital, (ii) the statutory reserves (including reserves for own shares and revaluations), to the extent such reserves cannot be transferred into unrestricted, distributable reserves, and (iii) any freely disposable equity that has to be blocked for any loans granted by the Swiss Note Guarantor to a direct or indirect shareholder or a direct or indirect subsidiary of such shareholder.

As soon as reasonably practicable after having been requested to discharge a Restricted Obligation, the Swiss Note Guarantor shall, if it cannot discharge the full amount of the Restricted Obligations, provide the Trustee with an interim statutory balance sheet audited by the statutory auditors of the Swiss Note Guarantor setting out the Free Reserves Available for Distribution and, promptly thereafter, pay the lesser of (i) that Restricted Obligation and (ii) the amount corresponding to the Free Reserves Available for Distribution or the maximum amount permitted by Swiss law applicable at the time discharge is requested to the Trustee (save to the extent provided below).

(d) In respect of the Restricted Obligations, the Swiss Note Guarantor shall:

(i) if and to the extent required by applicable law in force at the relevant time:

(A) procure that such payments can be made without deduction of Swiss withholding tax, or with deduction of Swiss withholding tax at a reduced rate, by discharging the liability to such tax by notification pursuant to applicable law (including double tax treaties) rather than payment of the Tax;

(B) if the notification procedure pursuant to paragraph (A) above does not apply and subject to any applicable double taxation treaties, deduct Swiss withholding tax at the rate of 35 percent (or such other rate as is in force at that time), or if the notification procedure pursuant to paragraph (A) above applies for a part of the Swiss withholding tax only, deduct Swiss withholding tax at the reduced rate resulting after the discharge of part of such Tax by notification under applicable law, from any payment made by it and promptly pay any such taxes to the Swiss Federal Tax Administration; and

(C) notify the Trustee that such notification or, as the case may be, deduction has been made and provide evidence to the Trustee that such a notification of the Swiss Federal Tax Administration has been made, or, as the case may be, that such Swiss withholding tax has been paid to the Swiss Federal Tax Administration;

(ii) to the extent such deduction is made, not be required to make a gross-up, indemnify or otherwise hold harmless the Trustee or the Holders for the deduction of the Swiss withholding tax notwithstanding anything to the contrary contained in the Indenture, the Notes or any other agreement, unless grossing up is permitted under the laws of Switzerland then in force and *provided*, that this should not in any way limit any obligations of any non-Swiss Note Guarantors under the Indenture, the Notes or any other agreement to indemnify the Trustee or the Holders in respect of the deduction of the Swiss withholding tax. The Swiss Note Guarantor shall use all reasonable efforts to procure that any person which is entitled to a full or partial refund of any Swiss withholding tax paid pursuant to paragraph (a) above will, as soon as possible after the deduction of the Swiss withholding tax:

(y) request a refund of the Swiss withholding tax under any applicable law (including double taxation treaties) and

(z) pay to the Trustee upon receipt any amount so refunded.

(e) The Swiss Note Guarantor will take, and cause to be taken, as soon as reasonably practicable, all and any other action, including, without limitation, the passing of any shareholders' resolutions to approve any payment or other performance under the Indenture and the Notes and the receipt of any confirmations from the Swiss Note Guarantor's auditors, whether following a request to discharge a Restricted Obligation or which may be required as a matter of mandatory Swiss law in force at the time it is required to make a payment or perform other obligations under the Indenture, the Notes or any other agreement in order to allow a prompt payment or performance of other obligations under the Indenture or the Notes.

(f) If the enforcement of the Restricted Obligations would be limited due to the effects referred to in this Section 10.6 and if any asset of the Swiss Note Guarantor has a book value that is less than its market value (an "Undervalued Asset"), the Swiss Note Guarantor shall, to the extent permitted by applicable law and its accounting standards (i) write up the book value of such Undervalued Asset such that its balance sheet reflects a book value that is equal to the market value of such Undervalued Asset, and (ii) make reasonable efforts to realize the Undervalued Asset for a sum which is at least equal to the market value of such asset. Without prejudice to the rights of the Trustee and the Holders under the Indenture, the Notes or any other agreement, the Swiss Note Guarantor will only be required to realize an Undervalued Asset if such asset is not necessary for the Swiss Note Guarantor's business (*nicht betriebsnotwendig*).

ARTICLE XI

COLLATERAL

Section 11.1 The Collateral. Subject to Section 11.2, the Issuer and the Note Guarantors agree that the Notes will be at all times secured by a first-priority security interest in the Collateral on at least an equal and ratable basis with the Permitted Secured Obligations.

Section 11.2 Release of the Collateral.

(a) The Notes will cease to be secured by a security interest in the Collateral in accordance with the provisions of the Intercreditor Agreement.

(b) In addition to the Collateral release provisions set forth in the Intercreditor Agreement, the Notes will cease to be secured by a security interest on the Collateral upon:

(i) (A) payment in full of the principal of, any accrued and unpaid interest on, the Notes and all other amounts or Obligations that are due and payable at or prior to the time such principal, accrued and unpaid interest, if any, are paid, (B) a satisfaction and discharge of this Indenture or (C) a Legal Defeasance or Covenant Defeasance pursuant to Article VIII; or

(ii) a refinancing of the 2017 Facilities Agreement Indebtedness in full as a result of which the Collateral does not secure Indebtedness Incurred to refinance such 2017 Facilities Agreement Indebtedness.

ARTICLE XII

MISCELLANEOUS

Section 12.1 Notices.

(a) Any notice or communication shall be in writing and delivered in person or mailed by first-class mail, postage prepaid, addressed as follows:

if to the Issuer and the Note Guarantors:

c/o CEMEX, S.A.B. de C.V.
Avenida Ricardo Margáin Zozaya #325
Colonia Valle del Campestre
San Pedro Garza García, Nuevo León
México 66265
Attention: Finance Department—Chief Financial Officer
Fax: +1 52 81 8888 4417

if to the Trustee:

The Bank of New York Mellon
240 Greenwich Street, Floor 7 East
New York, NY 10286
Attention: International Corporate Trust
Fax: 724-540-6330

The Issuer or the Trustee by notice to the other may designate additional or different addresses for subsequent notices or communications.

(b) All notices to Holders of Notes will be validly given if mailed to them at their respective addresses in the register of the Holders of such Notes, if any, maintained by the Registrar. For so long as any Notes are represented by Global Notes, all notices to Holders of the Notes will be delivered to DTC, delivery of which shall be deemed to satisfy the requirements of this paragraph.

(c) Each such notice shall be deemed to have been given on the date of delivery or mailing. Any notice or communication mailed to a Holder shall be mailed to such Person by first-class mail or other equivalent means and shall be sufficiently given to them if so mailed within the time prescribed. Failure to mail a notice or communication to a Holder or any defect in it shall not affect its sufficiency with respect to other Holders. If a notice or communication is mailed in the manner provided above, it is duly given, whether or not the addressee receives it.

(d) Subject to Section 7.1(c) and Section 7.2(a), the Trustee shall accept electronic transmissions; *provided*, that (i) the Trustee shall not have any duty or obligation to verify or confirm that the Person sending instructions, directions, reports, notices or other communications or information by electronic transmission is, in fact, a Person authorized to give such instructions, directions, reports, notices or other communications or information on behalf of the party purporting to send such electronic transmission; and the Trustee shall not have any liability for any losses, liabilities, costs or expenses incurred or sustained by any party as a result of such reliance upon or compliance with such instructions, directions, reports, notices or other communications or information and (ii) each other party agrees to assume all risks arising out of the use of electronic methods to submit instructions, directions, reports, notices or other communications or information to the Trustee, including without limitation the risk of the Trustee acting on unauthorized instructions, notices, reports or other communications or information, and the risk of interception and misuse by third parties.

(e) Any notice or communication mailed to a registered Holder shall be mailed to the Holder at the Holder's address as it appears on the Note Register and shall be sufficiently given if so mailed within the time prescribed.

(f) Failure to mail a notice or communication to a Holder or any defect in it shall not affect its sufficiency with respect to other Holders. If a notice or communication is mailed in the manner provided above, it is duly given, whether or not the addressee receives it.

(g) Any notice or communication delivered to the Issuer under the provisions herein shall constitute notice to the Note Guarantors.

Section 12.2 Communication by Holders with Other Holders. Holders may communicate with other Holders with respect to their rights under this Indenture (including the Note Guarantees) or the Notes.

Section 12.3 Certificate and Opinion as to Conditions Precedent. Upon any request or application by the Issuer to the Trustee to take or refrain from taking any action under this Indenture, the Issuer shall furnish to the Trustee:

(a) an Officer's Certificate in form and substance reasonably satisfactory to the Trustee stating that, in the opinion of the signers, all conditions precedent, if any, provided for in this Indenture relating to the proposed action have been complied with; and

(b) an Opinion of Counsel in form and substance reasonably satisfactory to the Trustee stating that, in the opinion of such counsel, all such conditions precedent have been complied with.

Section 12.4 Statements Required in Certificate or Opinion. Each certificate or opinion, including an Opinion of Counsel or Officer's Certificate, with respect to compliance with a covenant or condition provided for in this Indenture shall include:

(a) a statement that the individual making such certificate or opinion has read such covenant or condition;

(b) a brief statement as to the nature and scope of the examination or investigation upon which the statements or opinions contained in such certificate or opinion are based;

(c) a statement that, in the opinion of such individual, he has made such examination or investigation as is necessary to enable him to express an informed opinion as to whether or not such covenant or condition has been complied with; and

(d) a statement as to whether or not, in the opinion of such individual, such covenant or condition has been complied with.

In giving an Opinion of Counsel, counsel may rely as to factual matters on an Officer's Certificate or on certificates of public officials.

Section 12.5 Rules by Trustee, Paying Agent, Transfer Agent and Registrar. The Trustee may make reasonable rules for action by, or a meeting of, Holders. The Paying Agent, Transfer Agent and the Registrar may make reasonable rules for their functions.

Section 12.6 Legal Holidays. A "Legal Holiday" is (i) a Saturday, a Sunday or other day on which commercial banking institutions are authorized or required to be closed in New York City, Mexico City or London and (ii) any day on which the Trans-European Automated Real-time Gross Settlement Express Transfer System (TARGET2) is closed for settlement of payments. If a payment date is a Legal Holiday, payment shall be made on the next succeeding day that is not a Legal Holiday, and no interest shall accrue for the intervening period. If a regular record date is a Legal Holiday, the record date shall not be affected.

Section 12.7 Governing Law, etc.

(a) THIS INDENTURE (INCLUDING EACH NOTE GUARANTEE) AND THE NOTES SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK. THE PARTIES HERETO EACH HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS INDENTURE, THE NOTES OR EACH NOTE GUARANTEE OR ANY TRANSACTION RELATED HERETO OR THERETO TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

(b) Each of the parties hereto hereby:

(i) agrees that any suit, action or proceeding against it arising out of or relating to this Indenture (including the Note Guarantees) or the Notes, as the case may be, may be instituted in any Federal or state court sitting in the City of New York and County of New York and in the courts of its own corporate domicile, in respect of actions brought against it as a defendant,

(ii) waives to the fullest extent permitted by applicable law, any objection which it may now or hereafter have to the laying of venue of any such suit, action or proceeding, any claim that any suit, action or proceeding in such a court has been brought in an inconvenient forum, and the right to any other jurisdiction to which it may be entitled, on account of place of residence or domicile,

(iii) irrevocably submits to the jurisdiction of such courts in any suit, action or proceeding,

(iv) agrees that final judgment in any such suit, action or proceeding brought in such a court shall be conclusive and binding may be enforced in the courts of the jurisdiction of which it is subject by a suit upon judgment, and

(v) agrees that service of process by mail to the addresses specified herein shall constitute personal service of such process on it in any such suit, action or proceeding.

(c) The Issuer and the Note Guarantors (other than CEMEX Corp. and CEMEX Finance LLC) have appointed CEMEX NY Corporation, 590 Madison Avenue, 27th Floor, New York, NY 10022, as its authorized agent (the "Authorized Agent") upon whom all writs, process and summonses may be served in any suit, action or proceeding arising out of or based upon this Indenture or the Notes which may be instituted in any state or federal court in the City of New York and County of New York. The Issuer and the Note Guarantors (other than CEMEX Corp. and CEMEX Finance LLC) hereby represent and warrant that the Authorized Agent has accepted such appointment and has agreed to act as said agent for service of process, and the Issuer and the Note Guarantors (other than CEMEX Corp. and CEMEX Finance LLC) agree to take any and all action, including the filing of any and all documents, that may be necessary to continue each such appointment in full force and effect as aforesaid so long as the Notes remain outstanding. The Issuer and the Note Guarantors (other than CEMEX Corp. and CEMEX Finance LLC) agree that the appointment of the Authorized Agent shall be irrevocable so long as any of the Notes remain outstanding or until the irrevocable appointment by the Issuer and the Note Guarantors (other than CEMEX Corp. and CEMEX Finance LLC) of a successor agent in the City of New York, New York as each of their authorized agent for such purpose and the acceptance of such appointment by such successor. Service of process upon the Authorized Agent shall be deemed, in every respect, effective service of process upon the Issuer and the Note Guarantors (other than CEMEX Corp. and CEMEX Finance LLC).

(d) To the extent that any of the Issuer and the Note Guarantors have or hereafter may acquire any immunity (sovereign or otherwise) from any legal action, suit or proceeding, from jurisdiction of any court or from set-off or any legal process (whether service or notice, attachment in aid or otherwise) with respect to itself or any of its property, the Issuer and the Note Guarantors hereby irrevocably waive and agree not to plead or claim such immunity in respect of their obligations under this Indenture or the Notes.

(e) Nothing in this Section 12.7 shall affect the right of the Trustee or any Holder of the Notes to serve process in any other manner permitted by law.

Section 12.8 [Reserved].

Section 12.9 No Recourse Against Others. An incorporator, director, officer, employee, stockholder or controlling person, as such, of the Issuer or any Note Guarantor shall not have any liability for any obligations of the Issuer or any Note Guarantor under the Notes or this Indenture or for any claims based on, in respect of or by reason of such obligations or their creation. By accepting a Note, each Holder shall waive and release all such liability.

Section 12.10 Successors. All agreements of the Issuer and any Note Guarantor in this Indenture and the Notes shall bind their respective successors. All agreements of the Trustee in this Indenture shall bind its successors.

Section 12.11 Duplicate and Counterpart Originals. The parties may sign any number of copies of this Indenture. One signed copy is enough to prove this Indenture. This Indenture may be executed in any number of counterparts, each of which so executed shall be an original, but all of them together represent the same agreement. Signatures of the parties hereto transmitted by facsimile or pdf shall be deemed to be their original signatures for all purposes.

Section 12.12 Severability. In case any provision in this Indenture or in the Notes shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 12.13 [Reserved].

Section 12.14 Currency Indemnity.

(a) U.S. Legal Tender is the sole currency of account and payment for all sums payable by the Issuer and any Note Guarantor under or in connection with the Notes or this Indenture, including damages. Any amount received or recovered in currency other than U.S. Legal Tender in respect of the Notes (whether as a result of, or of the enforcement of, a judgment or order of a court of any jurisdiction, in the winding-up or dissolution of the Issuer, a Note Guarantor or any Subsidiary of the Issuer or otherwise) by any Holder of the Notes in respect of any sum expressed to be due to it from the Issuer or any Note Guarantor shall only constitute a discharge of them under the Notes and this Indenture only to the extent of the U.S. Legal Tender amount which the recipient is able to purchase with the amount so received or recovered in that other currency on the date of that receipt or recovery (or, if it is not practicable to make that purchase on that date, on the first date on which it is practicable to do so). If that U.S. Legal Tender amount is less than the U.S. Legal Tender amount expressed to be due to the recipient under the Notes or this Indenture, the Issuer and the Note Guarantors shall jointly and severally indemnify and hold harmless the recipient, to the greatest extent permitted by law, against any loss or cost sustained by it in making any such purchase. For the purposes of this Section 12.14, it will be sufficient for the Holder of a Note to certify that it would have suffered a loss had an actual purchase of U.S. Legal Tender been made with the amount so received in that other currency on the date of receipt or recovery (or, if a purchase of U.S. Legal Tender on such date had not been practicable, on the first date on which it would have been practicable).

(b) The indemnities of the Issuer and the Note Guarantors contained in this Section 12.14, to the extent permitted by law: (i) constitute a separate and independent obligation from the other obligations of the Issuer and the Note Guarantors under this Indenture and the Notes; (ii) shall give rise to a separate and independent cause of action against the Issuer and the Note Guarantors; (iii) shall apply irrespective of any waiver granted by any Holder of the Notes or the Trustee from time to time; and (iv) shall continue in full force and effect notwithstanding any other judgment, order, claim or proof of claim for a liquidated amount in respect of any sum due under the Notes or this Indenture or any other judgment or order.

Section 12.15 Table of Contents; Headings. The table of contents and headings of the Articles and Sections of this Indenture have been inserted for convenience of reference only, are not intended to be considered a part hereof and shall not modify or restrict any of the terms or provisions hereof.

Section 12.16 USA PATRIOT Act. The parties hereto acknowledge that, in accordance with Section 326 of the USA PATRIOT Act (Title III of Pub. L. 107-56 (signed into law on October 26, 2001)) (as amended, modified or supplemented from time to time, the "USA PATRIOT Act"), the Trustee, like all financial institutions, is required to obtain, verify, and record information that identifies each person or legal entity that opens an account. The parties to this Agreement agree that they will provide the Trustee with such information as the Trustee may request in order for the Trustee to satisfy the requirements of the USA PATRIOT Act.

[Signature page follows]

IN WITNESS WHEREOF, the parties have caused this Indenture to be duly executed as of the date first written above.

CEMEX, S.A.B de C.V.,
as Issuer

By: /s/ Jose Antonio Gonzalez Flores
Name: Jose Antonio Gonzalez Flores
Title: Attorney-in-fact

By: /s/ Jaime Armando Chapa Gonzalez
Name: Jaime Armando Chapa Gonzalez
Title: Attorney-in-fact

EACH OF THE NOTE GUARANTORS LISTED BELOW

CEMEX Concretos, S.A. de C.V.

By: /s/ Jaime Armando Chapa Gonzalez
Name: Jaime Armando Chapa Gonzalez
Title: Attorney-in-fact

By: /s/ Fernando Jose Reiter Landa
Name: Fernando Jose Reiter Landa
Title: Attorney-in-fact

New Sunward Holding B.V.

By: /s/ Jaime Armando Chapa Gonzalez
Name: Jaime Armando Chapa Gonzalez
Title: Attorney-in-fact

CEMEX España, S.A.

By: /s/ Jaime Armando Chapa Gonzalez
Name: Jaime Armando Chapa Gonzalez
Title: Attorney-in-fact

Cemex Asia B.V.

By: /s/ Jaime Armando Chapa Gonzalez
Name: Jaime Armando Chapa Gonzalez
Title: Attorney-in-fact

CEMEX Corp.

By: /s/ Jaime Armando Chapa Gonzalez
Name: Jaime Armando Chapa Gonzalez
Title: Attorney-in-fact

CEMEX Finance LLC

By: /s/ Jaime Armando Chapa Gonzalez
Name: Jaime Armando Chapa Gonzalez
Title: Attorney-in-fact

Cemex Africa & Middle East Investments B.V.

By: /s/ Jaime Armando Chapa Gonzalez
Name: Jaime Armando Chapa Gonzalez
Title: Attorney-in-fact

CEMEX France Gestion (S.A.S.)

By: /s/ Jaime Armando Chapa Gonzalez
Name: Jaime Armando Chapa Gonzalez
Title: Attorney-in-fact

Cemex Research Group AG

By: /s/ Jaime Armando Chapa Gonzalez
Name: Jaime Armando Chapa Gonzalez
Title: Attorney-in-fact

CEMEX UK

By: /s/ Jaime Armando Chapa Gonzalez
Name: Jaime Armando Chapa Gonzalez
Title: Attorney-in-fact

THE BANK OF NEW YORK MELLON, as Trustee

By: /s/ Teresa H. Wyszomierski
Name: Teresa H. Wyszomierski
Title: Vice President

SCHEDULE I

NOTE GUARANTORS

1. CEMEX Concretos, S.A. de C.V. (Mexico)
2. New Sunward Holding B.V. (the Netherlands)
3. CEMEX España, S.A. (Spain)
4. Cemex Asia B.V. (the Netherlands)
5. CEMEX Corp. (Delaware)
6. CEMEX Finance LLC (Delaware)
7. Cemex Africa & Middle East Investments B.V. (the Netherlands)
8. CEMEX France Gestion (S.A.S.) (France)
9. Cemex Research Group AG (Switzerland)
10. CEMEX UK (United Kingdom)

FORM OF NOTE

[Include the following legend for Global Notes only:

"THIS IS A GLOBAL NOTE WITHIN THE MEANING OF THE INDENTURE REFERRED TO HEREINAFTER.

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION ("DTC"), NEW YORK, NEW YORK, TO THE ISSUER OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

TRANSFERS OF THIS GLOBAL SECURITY SHALL BE LIMITED TO TRANSFERS IN WHOLE, BUT NOT IN PART, TO NOMINEES OF DTC OR TO A SUCCESSOR THEREOF OR SUCH SUCCESSOR'S NOMINEE AND TRANSFERS OF PORTIONS OF THIS GLOBAL SECURITY SHALL BE LIMITED TO TRANSFERS MADE IN ACCORDANCE WITH THE RESTRICTIONS SET FORTH IN THE INDENTURE REFERRED TO ON THE REVERSE HEREOF."]

[Include the following legend on all Notes that are Restricted Notes:

"THE NOTES EVIDENCED HEREBY HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND [Include the following on all Regulation S Notes that are Restricted Notes: , PRIOR TO THE EXPIRATION OF THE 40-DAY DISTRIBUTION COMPLIANCE PERIOD (AS DEFINED IN REGULATION S UNDER THE SECURITIES ACT),] MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED EXCEPT (A) (1) TO CEMEX, S.A.B. DE C.V., (2) TO A PERSON WHO THE SELLER REASONABLY BELIEVES IS A QUALIFIED INSTITUTIONAL BUYER WITHIN THE MEANING OF RULE 144A UNDER THE SECURITIES ACT PURCHASING FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER IN A TRANSACTION MEETING THE REQUIREMENTS OF RULE 144A AND TO WHOM NOTICE IS GIVEN THAT THE TRANSFER IS MADE IN RELIANCE ON RULE 144A, (3) IN AN OFFSHORE TRANSACTION COMPLYING WITH RULE 903 OR RULE 904 OF REGULATION S UNDER THE SECURITIES ACT, (4) PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT (IF AVAILABLE), OR (5) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT AND (B) IN ACCORDANCE WITH ALL APPLICABLE SECURITIES LAWS OF THE STATES OF THE UNITED STATES. THIS LEGEND CAN ONLY BE REMOVED AT THE OPTION OF THE ISSUER.]

[*Include the following on all Regulation S Notes that are Restricted Notes:* PRIOR TO THE EXPIRATION OF THE 40-DAY DISTRIBUTION COMPLIANCE PERIOD (AS DEFINED IN REGULATION S UNDER THE SECURITIES ACT),] EACH PERSON ACQUIRING AN OWNERSHIP INTEREST IN THE NOTES (1) SHALL BE DEEMED TO REPRESENT AND WARRANT THAT IT EITHER (A) IS A "QUALIFIED INSTITUTIONAL BUYER" (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT), (B) IS NOT A U.S. PERSON (AS DEFINED IN REGULATION S UNDER THE SECURITIES ACT) AND IS OUTSIDE THE UNITED STATES OR (C) IS ACQUIRING SUCH OWNERSHIP INTEREST PURSUANT TO A VALID REGISTRATION STATEMENT OR IN ANOTHER TRANSACTION EXEMPT FROM SUCH REGISTRATION; (2) AGREES THAT [*Include the following on all Regulation S Notes that are Restricted Notes:* PRIOR TO THE EXPIRATION OF THE 40-DAY DISTRIBUTION COMPLIANCE PERIOD (AS DEFINED IN REGULATION S UNDER THE SECURITIES ACT),] (X) IT WILL NOT RESELL OR OTHERWISE TRANSFER THIS NOTE EXCEPT IN ACCORDANCE WITH THE FOREGOING RESTRICTIONS, AND IN ANY CASE IN COMPLIANCE WITH ALL APPLICABLE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES AND ANY OTHER APPLICABLE JURISDICTION; (Y) PRIOR TO SUCH TRANSFER, IT WILL FURNISH TO THE BANK OF NEW YORK MELLON, AS TRUSTEE (OR A SUCCESSOR TRUSTEE, AS APPLICABLE), SUCH CERTIFICATIONS, LEGAL OPINIONS OR OTHER INFORMATION AS THE TRUSTEE MAY REASONABLY REQUIRE TO CONFIRM THAT SUCH TRANSFER IS BEING MADE PURSUANT TO AN EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND (Z) IT WILL DELIVER TO EACH PERSON TO WHOM THIS SECURITY IS TRANSFERRED A NOTICE SUBSTANTIALLY TO THE EFFECT OF THIS LEGEND. AS USED HEREIN, THE TERMS "UNITED STATES", "U.S. PERSON" AND "OFFSHORE TRANSACTION" HAVE THE MEANINGS GIVEN TO THEM BY REGULATION S UNDER THE SECURITIES ACT."]

[Include the following legend on all Notes as the Mexican law legend:

"THE NOTES EVIDENCED HEREBY HAVE NOT BEEN AND WILL NOT BE REGISTERED WITH THE NATIONAL SECURITIES REGISTRY (REGISTRO NACIONAL DE VALORES) MAINTAINED BY THE MEXICAN NATIONAL BANKING AND SECURITIES COMMISSION (COMISIÓN NACIONAL BANCARIA Y DE VALORES), AND THEREFORE MAY NOT BE OFFERED OR SOLD PUBLICLY IN MEXICO, EXCEPT THAT THE NOTES MAY BE OFFERED IN MEXICO TO INVESTORS THAT QUALIFY AS INSTITUTIONAL AND QUALIFIED INVESTORS PURSUANT TO THE PRIVATE PLACEMENT EXEMPTION SET FORTH UNDER ARTICLE 8 OF THE MEXICAN SECURITIES MARKET LAW (LEY DEL MERCADO DE VALORES)."]

FORM OF FACE OF NOTE

7.375% Senior Secured Notes due 2027

No. ____

No. Principal Amount U.S.$_____

[If the Note is a Global Note include the following two lines: as revised by the Schedule of Increases and Decreases in Global Note attached hereto]

CUSIP NO._____[1]

ISIN NO._____[2]

CEMEX, S.A.B. de C.V., a publicly traded variable stock corporation (*sociedad anónima bursátil de capital variable*) organized under the laws of the United Mexican States (together with its successors and assigns, the "Issuer"), promises to pay to Cede & Co., or registered assigns, the principal sum of [ ] U.S. Dollars [*If the Note is a Global Note, add the following*, as revised by the Schedule of Increases and Decreases in Global Note attached hereto], on June 5, 2027.

Interest Payment Dates: June 5 and December 5 of each year, commencing on December 5, 2020.

Record Dates: May 21 and November 20.

1 CUSIP No. for Rule 144A Note: 151290 BW2; CUSIP No. for Regulation S Note: P2253T JP5.

2 ISIN No. for Rule 144A Note: US151290BW27; ISIN No. for Regulation S Note: USP2253TJP59.

Additional provisions of this Note are set forth on the other side of this Note.

CEMEX, S.A.B. de C.V.

By: _____
Name:
Title:

TRUSTEE'S CERTIFICATE OF
AUTHENTICATION

THE BANK OF NEW YORK MELLON
as Trustee, certifies that this is one of the Notes
referred to in the Indenture.

By: _____ Date: _____
Authorized Signatory

FORM OF REVERSE SIDE OF NOTE

7.375% Senior Secured Notes due 2027

Capitalized terms used but not defined herein shall have the meanings assigned to them in the Indenture referred to below unless otherwise indicated.

1. Interest

CEMEX, S.A.B. de C.V., a publicly traded variable stock corporation (*sociedad anónima bursátil de capital variable*) organized under the laws of the United Mexican States (together with its successors and assigns, the "Issuer"), promises to pay interest on the principal amount of this Note at the rate per annum shown above.

The Issuer will pay interest semiannually in arrears on each Interest Payment Date of each year commencing on December 5, 2020; *provided*, that if any such Interest Payment Date is not a Business Day, then such payment shall be made on the next succeeding Business Day. Interest on the Notes will accrue from the most recent date to which interest has been paid on the Notes or, if no interest has been paid, from June 5, 2020; *provided*, that if there is no existing Default or Event of Default on the payment of interest, and if this Note is authenticated between a Record Date referred to on the face hereof and the next succeeding Interest Payment Date (but after June 5, 2020), interest shall accrue from such next succeeding Interest Payment Date, except in the case of the original issuance of Notes, in which case interest shall accrue from June 5, 2020. The Issuer shall pay interest (including post-petition interest in any proceeding under any Bankruptcy Law) on overdue principal at the then applicable interest rate on the Notes to the extent lawful; it shall pay interest (including post-petition interest in any proceeding under any Bankruptcy Law) on overdue installments of interest ("Defaulted Interest"), without regard to any applicable grace period, at the same rate to the extent lawful. Interest will be computed on the basis of a 360-day year of twelve 30-day months. Each interest period shall end on (but not include) the relevant interest payment date.

All payments made by the Issuer in respect of the Notes will be made free and clear of and without deduction or withholding for or on account of any Taxes imposed or levied by or on behalf of any Taxing Jurisdiction, unless such withholding or deduction is required by law or by the interpretation or administration thereof. In that event, the Issuer will pay to each Holder of the Notes Additional Amounts as provided in the Indenture subject to the limitations set forth in the Indenture.

2. Method of Payment

By at least 10:00 a.m. New York City time on the Business Day prior to the date on which any principal of or interest on any Note is due and payable, the Issuer shall irrevocably deposit with the Trustee or the Paying Agent money sufficient to pay such principal and/or interest. The Issuer will pay interest (except Defaulted Interest) on the applicable Interest Payment Date to the Persons who are registered Holders of Notes at the close of business on the Record Date preceding the Interest Payment Date even if Notes are canceled, repurchased or redeemed after the Record Date and on or before the relevant Interest Payment Date, except as provided in Section 2.13 of the Indenture with respect to Defaulted Interest. Holders must surrender Notes to a Paying Agent to collect principal payments. The Issuer will pay principal and interest in U.S. Legal Tender.

Payments in respect of Notes represented by a Global Note (including principal and interest) will be made by the transfer of immediately available funds to the accounts specified by DTC. The Issuer will make all payments in respect of a Certificated Note (including principal and interest) by mailing a check to the registered address of each registered Holder thereof as set forth in the Note Register; *provided*, *however*, that payments on the Notes may also be made, in the case of a Holder of at least U.S.$10,000,000 aggregate principal amount of Notes, by wire transfer to a U.S. dollar account maintained by the payee with a bank in the United States if such Holder elects payment by wire transfer by giving written notice to the Trustee or the Paying Agent to such effect designating such account no later than 10 days immediately preceding the relevant due date for payment (or such other date as the Trustee may accept in its discretion).

3. Paying Agent and Registrar

Initially, The Bank of New York Mellon, the Trustee under the Indenture, will act as Trustee, Paying Agent and Registrar. The Issuer may appoint and change any Paying Agent, Registrar or co-Registrar without notice to any Holder. The Issuer, any Note Guarantor or any of their respective Affiliates may act as Paying Agent, Registrar or co-Registrar.

4. Indenture

The Issuer issued the Notes under an Indenture, dated as of June 5, 2020 (as it may be amended or supplemented from time to time in accordance with the terms thereof, the "Indenture"), among the Issuer, the Note Guarantors and the Trustee. The terms of the Notes include those stated in the Indenture. The Notes are subject to all such terms, and Holders are referred to the Indenture for a statement of those terms. Each Holder, by accepting a Note, agrees to be bound by all of the terms and provisions of the Indenture, as amended or supplemented from time to time.

The Notes are general senior obligations, which are secured by a first priority security interest in the Collateral on an equal and ratable basis with the other Permitted Secured Obligations, subject to the Collateral release provisions set forth in the Intercreditor Agreement. U.S.$1,000,000,000 in aggregate principal amount of Notes will be issued on the Issue Date. Subject to the conditions set forth in the Indenture and without the consent of the Holders, the Issuer may issue Additional Notes. All Notes will be treated as a single series of securities under the Indenture. The Indenture imposes certain limitations on, among other things, the ability of the Issuer and its Restricted Subsidiaries to: Incur Indebtedness, make Restricted Payments, incur Liens, designate Unrestricted Subsidiaries, make Asset Sales, enter into transactions with Affiliates, or consolidate or merge or transfer or convey all or substantially all of the Issuer's assets.

To guarantee the due and punctual payment of the principal of (and premium, if any) and interest on the Notes and all other amounts payable by the Issuer under the Indenture and the Notes when and as the same shall be due and payable, whether at maturity, by acceleration or otherwise, according to the terms of the Notes and the Indenture, the Note Guarantors have unconditionally guaranteed, jointly and severally, such obligations pursuant to the terms of the Indenture. Each Note Guarantee will be subject to release as provided in the Indenture.

The obligations of each Note Guarantor in respect of its Note Guarantee will be limited to the maximum amount as will, after giving effect to all other contingent and fixed liabilities of such Note Guarantor and after giving effect to any collections from or payments made by or on behalf of any other Note Guarantor in respect of the obligations of such other Note Guarantor under its Note Guarantee or pursuant to its contribution obligations under the Indenture, result in the obligations of such Note Guarantor under its Note Guarantee not constituting a fraudulent conveyance, fraudulent transfer, or similar illegal transfer under federal or state law or the law of the jurisdiction or formation and incorporation of such Note Guarantors.

5. Optional Redemption

Except as stated below, the Issuer may not redeem the Notes. Any redemption and notice may, in the Issuer's discretion, be subject to the satisfaction of one or more conditions precedent. The Issuer may redeem the Notes, at its option, in whole at any time or in part from time to time, on and after June 5, 2023, at the following redemption prices, expressed as percentages of the principal amount thereof, if redeemed during the twelve-month period commencing on June 5 of any year set forth below, plus any accrued and unpaid interest on the principal amount of the Notes, if any, to, but not including, the date of redemption:

Year	Percentage
2023	103.688%
2024	101.844%
2025 and thereafter	100.000%

provided, however, that the Issuer shall not have the right to exercise any such optional redemption at any time when the Issuer is prohibited from having such an option under the 2017 Facilities Agreement.

Prior to June 5, 2023, the Issuer will have the right, at its option, to redeem any of the Notes, in whole or in part, at any time or from time to time prior to their maturity at a redemption price equal to the greater of (1) 100% of the principal amount of such Notes and (2) the sum of the present value of the redemption price of the Notes to be redeemed at June 5, 2023 (such redemption price being set forth in the table appearing above, the "First Call Date") plus each remaining scheduled payment of interest thereon during the period between the redemption date and the First Call Date (exclusive of interest accrued to, but not including, the date of redemption), in each case, discounted to the Redemption Date on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate (as defined below) plus 50 basis points (the "Make-Whole Amount"), plus, in each case any accrued and unpaid interest on the principal amount of the Notes, if any, to, but not including, the date of redemption, *provided, however,* that the Issuer shall not have the right to exercise any such optional redemption at any time when the Issuer is prohibited from having such an option under the 2017 Facilities Agreement.

"Treasury Rate" means, with respect to any Redemption Date, the rate per annum equal to the semi-annual equivalent yield to maturity or interpolated maturity (on a day count basis) of the Comparable Treasury Issue (as defined below), assuming a price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price (as defined below) for such Redemption Date.

"Comparable Treasury Issue" means the United States Treasury security or securities selected by an Independent Investment Banker (as defined below) as having an actual or interpolated maturity that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of a maturity through the First Call Date.

"Comparable Treasury Price" means, with respect to any Redemption Date (1) the average of the Reference Treasury Dealer Quotations (as defined below) for such Redemption Date, after excluding the highest and lowest such Reference Treasury Dealer Quotation or (2) if the Independent Investment Banker or Issuer obtains fewer than four such Reference Treasury Dealer Quotations, the average of all such quotations.

"Independent Investment Banker" means one of the Reference Treasury Dealers (as defined below) appointed by the Issuer.

"Reference Treasury Dealer" means any one of Citigroup Global Markets Inc. and J.P. Morgan Securities LLC or their respective affiliates which are primary United States government securities dealers and not less than two other leading primary United States government securities dealers in New York City reasonably designated by the Issuer; *provided, however*, that if any of the foregoing shall cease to be a primary United States government securities dealer in New York City (a "Primary Treasury Dealer"), the Issuer will substitute therefore another Primary Treasury Dealer.

"Reference Treasury Dealer Quotation" means, with respect to each Reference Treasury Dealer and any Redemption Date, the average, as determined by the Independent Investment Banker or Issuer in good faith, of the bid and asked price for the Comparable Treasury Issue (expressed in each case as a percentage of its principal amount) quoted in writing to the Independent Investment Banker or Issuer by such Reference Treasury Dealer at 3:30 p.m. New York time on the third business day preceding such Redemption Date.

Optional Redemption upon Equity Offerings. At any time, or from time to time, on or prior to June 5, 2023, the Issuer may, at its option, use the net cash proceeds of one or more Equity Offerings to redeem in the aggregate up to 35% of the aggregate principal amount of the Notes issued pursuant to the Indenture at a redemption price equal to 107.375% of the principal amount thereof plus any accrued and unpaid interest on the principal amount of the Notes, if any, to, but not including, the date of redemption; *provided*, that:

(a) after giving effect to any such redemption at least 65% of the aggregate principal amount of the Notes issued under the Indenture remains outstanding; and

(b) the Issuer shall make such redemption not more than 90 days after the consummation of such Equity Offering;

provided, however, that the Issuer shall not have the right to exercise any such optional redemption at any time when the Issuer is prohibited from exercising such an option under the 2017 Facilities Agreement.

"Equity Offering" means any public or private sale of Qualified Capital Stock after the Issue Date for cash other than issuances to any Subsidiary of the Issuer.

Optional Redemption for Changes in Withholding Taxes. If, as a result of any amendment to, or change in, the laws (or any rules or regulations thereunder) of a Taxing Jurisdiction affecting taxation, or any amendment to or change in an official interpretation or application of such laws, rules or regulations that has a general effect, which amendment to or change of such laws, rules or regulations becomes effective on or after the Issue Date (which, in the case of a merger, consolidation or other transaction permitted and described under Article IV shall be treated for this purpose as the date of such transaction), the Issuer or any Note Guarantor would be obligated, after taking all reasonable measures to avoid this requirement, to pay Additional Amounts in excess of those attributable to a withholding tax rate of 10% with respect to the Notes (see "Additional Amounts"), then, at the Issuer's option, all, but not less than all, of the Notes may be redeemed at any time on giving not less than 15 nor more than 60 days' notice, at a redemption price equal to 100% of the outstanding principal amount, plus any accrued and unpaid interest on the principal amount of the Notes, if any, to, but not including, the date of redemption; *provided*, *however*, that (1) no notice of redemption for tax reasons may be given earlier than 90 days prior to the earliest date on which the Issuer or any Note Guarantor would be obligated to pay these Additional Amounts if a payment on the Notes were then due, and (2) at the time such notice of redemption is given such obligation to pay such Additional Amounts remains in effect; *provided, further, however*, that the Issuer shall not have the right to exercise any such optional redemption at any time when the Issuer is prohibited from having such an option under the 2017 Facilities Agreement.

Prior to the publication of any notice of redemption pursuant to this provision, the Issuer will deliver to the Trustee:

(a) an Officer's Certificate stating that the Issuer is entitled to effect the redemption and setting forth a statement of facts showing that the conditions precedent to the Issuer's right to redeem have occurred, and

(b) an opinion of outside legal counsel of recognized standing in the affected Taxing Jurisdiction to the effect that the Issuer has or will become obligated to pay such Additional Amounts as a result of such change or amendment.

This notice, once delivered by the Issuer to the Trustee, will be irrevocable.

In the case of any partial redemption, selection of the Notes for redemption will be made in accordance with Article V of the Indenture. On and after the Redemption Date, interest will cease to accrue on Notes or portions thereof called-for redemption as long as the Issuer has deposited with the Paying Agent funds in satisfaction of the applicable redemption price pursuant to the Indenture.

6. Mandatory Repurchase Provisions

Change of Control Offer. If a Change of Control occurs, each Holder of Notes will have the right to require that the Issuer purchase all or a portion (in integral multiples of U.S.$1,000) of the Holder's Notes at a purchase price equal to 101% of the principal amount thereof, plus accrued and unpaid interest thereon to, but not including the date of purchase, on the terms and conditions set forth in the Indenture. Within 30 days following the date upon which the Change of Control occurred, the Issuer shall make a Change of Control Offer pursuant to a Change of Control Notice. As more fully described in the Indenture, the Change of Control Notice shall state, among other things, the Change of Control Payment Date, which must be no earlier than 30 days nor later than 60 days from the date the notice is electronically sent or mailed, other than as may be required by applicable law.

Asset Sale Offer. The Indenture imposes certain limitations on the ability of the Issuer and its Restricted Subsidiaries to make Asset Sales. In the event the proceeds from a permitted Asset Sale exceed certain amounts and are not applied as specified in the Indenture, the Issuer will be required to make an Asset Sale Offer to purchase to the extent of such remaining proceeds each Holder's Notes together with holders of certain other Indebtedness at 100% of the principal amount thereof, plus accrued interest (if any) to the Asset Sale Offer Payment Date, as more fully set forth in the Indenture.

7. Denominations; Transfer; Exchange

The Notes are in fully registered form without coupons, and only in denominations of principal amount of U.S.$200,000 and in integral multiples of U.S.$1,000 in excess thereof. A Holder may transfer or exchange Notes in accordance with the Indenture. The Registrar may require a Holder, among other things, to furnish appropriate endorsements or transfer documents and to pay any taxes and fees required by law or permitted by the Indenture. The Registrar shall not be required to register the transfer or exchange of (x) any Note for a period beginning: (1) 15 days before the mailing of a notice of an offer to repurchase or redeem Notes and ending at the close of business on the day of such mailing or (2) 15 days before an Interest Payment Date and ending on such Interest Payment Date and (y) any Note selected for repurchase or redemption, except the unrepurchased or unredeemed portion thereof, if any.

8. Persons Deemed Owners

The registered holder of this Note may be treated as the owner of it for all purposes.

9. Unclaimed Money

If money for the payment of principal or interest remains unclaimed for two years, the Trustee or Paying Agent shall pay the money back to the Issuer at its request unless an abandoned property law designates another Person. After any such payment, Holders entitled to the money must look only to the Issuer and not to the Trustee for payment.

10. Discharge Prior to Redemption or Maturity

Subject to certain conditions set forth in the Indenture, the Issuer at any time may terminate some or all of its obligations under the Notes and the Indenture if the Issuer deposits with the Trustee U.S. Legal Tender or U.S. Government Obligations for the payment of principal of and interest on the Notes to redemption or maturity, as the case may be.

11. Amendment, Waiver

Subject to certain exceptions set forth in the Indenture, (i) the Indenture or the Notes may be amended or supplemented with the written consent of the Holders of at least a majority in principal amount of the then Outstanding Notes and (ii) any default (other than with respect to nonpayment or in respect of a provision that cannot be amended or supplemented without the written consent of each Holder affected) or noncompliance with any provision may be waived with the written consent of the Holders of a majority in aggregate principal amount of the then Outstanding Notes. Subject to certain exceptions set forth in the Indenture, without the consent of any Holder, the Issuer and the Trustee may amend or supplement the Indenture or the Notes to, among other things, cure any ambiguity, omission, defect or inconsistency, or to comply with Article IV of the Indenture, or to provide for uncertificated Notes in addition to or in place of certificated Notes, or to add guarantees with respect to the Notes or to secure the Notes, or to add additional covenants or surrender rights and powers conferred on the Issuer or the Note Guarantors, or to make any change that does not adversely affect the rights of any Holder, or to provide for the issuance of Additional Notes.

12. Defaults and Remedies

If an Event of Default occurs and is continuing, the Trustee or the Holders of at least 25% in principal amount of the Outstanding Notes may declare all the Notes to be due and payable immediately. A Bankruptcy Event of Default will result in the Notes being due and payable immediately upon the occurrence of such Bankruptcy Event of Default.

Holders may not enforce the Indenture or the Notes except as provided in the Indenture. The Trustee may refuse to enforce the Indenture or the Notes unless it receives reasonable indemnity or security. Subject to certain limitations, Holders of a majority in principal amount of the Outstanding Notes may direct the Trustee in its exercise of any trust or power. The Trustee may withhold from Holders notice of any continuing Default or Event of Default (except a Default or Event of Default in payment of principal or interest) if it determines that withholding notice is in their interest.

13. Trustee Dealings with the Issuer and the Note Guarantors

Subject to certain limitations set forth in the Indenture, the Trustee under the Indenture, in its individual or any other capacity, may become the owner or pledgee of Notes and may otherwise deal with and collect obligations owed to it by the Issuer, any Note Guarantor or its Affiliates and may otherwise deal with the Issuer, any Note Guarantor or its Affiliates with the same rights it would have if it were not Trustee.

14. No Recourse Against Others

An incorporator, director, officer, employee, stockholder or controlling person, as such, of the Issuer or any Note Guarantor shall not have any liability for any obligations of the Issuer or any Note Guarantor under the Notes or the Indenture or for any claims based on, in respect of or by reason of such obligations or their creation. By accepting a Note, each holder waives and releases all such liability.

15. Authentication

Any Officer of the Issuer may sign the Notes for the Issuer by manual, facsimile or electronic signature. This Note shall not be valid until an authorized signatory of the Trustee (or an Authenticating Agent) electronically or manually signs the certificate of authentication on the other side of this Note.

16. Abbreviations

Customary abbreviations may be used in the name of a Holder or an assignee, such as TEN COM (= tenants in common), TEN ENT (= tenants by the entirety), JT TEN (= joint tenants with rights of survivorship and not as tenants in common), CUST (=custodian) and U/G/M/A (= Uniform Gift to Minors Act).

17. CUSIP Number

Pursuant to a recommendation promulgated by the Committee on Uniform Security Identification Procedures the Issuer has caused CUSIP or other similar numbers to be printed on the Notes and has directed the Trustee to use CUSIP number in notices of redemption as a convenience to Holders. No representation is made as to the accuracy of such numbers either as printed on the Notes or as contained in any notice of redemption and reliance may be placed only on the other identification numbers placed thereon.

18. Governing Law

This Note shall be governed by, and construed in accordance with, the laws of the State of New York.

19. Currency of Account; Conversion of Currency.

U.S. Legal Tender is the sole currency of account and payment for all sums payable by the Issuer and the Note Guarantors under or in connection with the Notes or the Indenture, including damages. The Issuer and the Note Guarantors will indemnify the Holders as provided in respect of the conversion of currency relating to the Notes and the Indenture.

20. Agent for Service; Submission to Jurisdiction; Waiver of Immunities.

The Issuer and the Note Guarantors have agreed that any suit, action or proceeding against the Issuer or any Note Guarantor brought by any Holder or the Trustee arising out of or based upon the Indenture or the Notes may be instituted in any state or federal court in the City of New York and County of New York and in the courts of their respective corporate domiciles, in respect of actions brought against them as defendants. The Issuer and the Note Guarantors have irrevocably submitted to the jurisdiction of such courts for such purpose and waived, to the fullest extent permitted by law, trial by jury and any objection they may now or hereafter have to the laying of venue of any such proceeding, and any claim they may now or hereafter have that any proceeding in any such court is brought in an inconvenient forum and the right to any other jurisdiction. The Issuer and the Note Guarantors (other than CEMEX Corp. and CEMEX Finance LLC) have appointed CEMEX NY Corporation, 590 Madison Avenue, 27th Floor, New York, NY 10022, as each of their authorized agent upon whom all writs, process and summonses may be served in any suit, action or proceeding arising out of or based upon the Indenture or the Notes which may be instituted in any state or federal court in the City of New York and County of New York. To the extent that any of the Issuer and the Note Guarantors have or hereafter may acquire any immunity (sovereign or otherwise) from any legal action, suit or proceeding, from jurisdiction of any court or from set-off or any legal process (whether service or notice, attachment in aid or otherwise) with respect to itself or any of its property, the Issuer and the Note Guarantors have irrevocably waived and agreed not to plead or claim such immunity in respect of its obligations under the Indenture or the Notes.

The Issuer will furnish to any Holder upon written request and without charge to the Holder a copy of the Indenture which has in it the text of this Note in larger type. Requests may be made to:

CEMEX, S.A.B. de C.V.
Avenida Ricardo Margáin Zozaya #325
Colonia Valle del Campestre
San Pedro Garza García, Nuevo León, México 66265
Tel: +5281-8888-8888

ASSIGNMENT FORM

To assign this Note, fill in the form below:

I or we assign and transfer this Note to

_____

(Print or type assignee's name, address and zip code)

_____

(Insert assignee's soc. sec. or tax I.D. No.)

and irrevocably appoint _____ as agent to transfer this Note on the books of the Issuer. The agent may substitute another to act for him.

Date:_____ Your Signature:_____

Signature Guarantee:_____

(Signature must be guaranteed)

_____

Sign exactly as your name appears on the other side of this Note.

The signature(s) should be guaranteed by an eligible guarantor institution (banks, stockbrokers, savings and loan associations and credit unions with membership in an approved signature guarantee medallion program), pursuant to Exchange Act Rule 17Ad-15.

To be attached to Global Notes only:

SCHEDULE OF INCREASES OR DECREASES IN GLOBAL NOTE

The following increases or decreases in this Global Note have been made:

Date of Exchange	Amount of decrease in Principal Amount of this Global Note	Amount of increase in Principal Amount of this Global Note	Principal Amount of this Global Note following such decrease or increase	Signature of authorized signatory of Trustee or Note Custodian

OPTION OF HOLDER TO ELECT PURCHASE

If you want to elect to have this Note purchased by the Issuer pursuant to Section 3.8 or Section 3.12 of the Indenture, check either box:

Section 3. 8 **Section 3.12**

If you want to elect to have only part of this Note purchased by the Issuer pursuant to Section 3.12 of the Indenture, state the principal amount (which must be in minimum denominations of U.S.$200,000 and in an integral multiple of U.S.$1,000): U.S.$_____

Date:_____ Your Signature_____
(Sign exactly as your name appears on the other side of the Note)

Signature Guarantee: _____
(Signature must be guaranteed)

The signature(s) should be guaranteed by an eligible guarantor institution (banks, stockbrokers, savings and loan associations and credit unions with membership in an approved signature guarantee medallion program), pursuant to Exchange Act Rule 17Ad-15.

EXHIBIT B

FORM OF CERTIFCATION FOR TRANSFER PURSUANT TO REGULATION S

The Bank of New York Mellon
240 Greenwich Street, Floor 7 East
New York, NY 10286
Attention: International Corporate Trust

[Date]

Re: 7.375% Senior Secured Notes due 2027 (the "Notes") of CEMEX, S.A.B. de C.V. (the "Issuer")

Ladies and Gentlemen:

Reference is hereby made to the Indenture, dated as of June 5, 2020 (as amended and supplemented from time to time, the "Indenture"), among the Issuer, the Note Guarantors named therein and The Bank of New York Mellon, as Trustee. Capitalized terms used but not defined herein shall have the meanings given them in the Indenture or Regulation S under the Securities Act of 1933, as amended (the "Securities Act"), as the case may be.

In connection with our proposed transfer of U.S.$_____ aggregate principal amount of the Notes, which represent an interest in a Rule 144A Global Note beneficially owned by the undersigned ("Transferor"), we confirm that such transfer has been effected pursuant to and in accordance with Regulation S and, accordingly, we represent that:

(a) the offer of the Notes was not made to a person in the United States;

(b) either (i) at the time the buy order was originated, the transferee was outside the United States or we and any person acting on our behalf reasonably believed that the transferee was outside the United States or (ii) the transaction was executed in, on or through the facilities of a designated off-shore securities market and neither we nor any person acting on our behalf knows that the transaction has been pre-arranged with a buyer in the United States;

(c) no directed selling efforts have been made in the United States in contravention of the requirements of Rule 903(b) or Rule 904(b) of Regulation S, as applicable;

(d) the transaction is not part of a plan or scheme to evade the registration requirements of the Securities Act; and

(e) we are the beneficial owner of the principal amount of Notes being transferred.

In addition, if the transfer is made during a Distribution Compliance Period and the provisions of Rule 904(b)(1) or Rule 904(b)(2) of Regulation S are applicable thereto, we confirm that such transfer has been made in accordance with the applicable provisions of Rule 904(b)(1) or Rule 904(b)(2), as the case may be.

You, the Issuer and the Note Guarantors are entitled to rely upon this letter and are irrevocably authorized to produce this letter or a copy hereof to any interested party in any administrative or legal proceedings or official inquiry with respect to the matters covered hereby.

Very truly yours,

[Name of Transferor]

By: _____

_____

Authorized Signature

Signature Guarantee: _____

(Signature must be guaranteed)

The signature(s) should be guaranteed by an eligible guarantor institution (banks, stockbrokers, savings and loan associations and credit unions with membership in an approved signature guarantee medallion program), pursuant to Exchange Act Rule 17Ad-15.

EXHIBIT C

FORM OF CERTIFICATION FOR TRANSFER PURSUANT TO RULE 144

The Bank of New York Mellon
240 Greenwich Street, Floor 7 East
New York, NY 10286
Attention: International Corporate Trust

[Date]

Re: 7.375% Senior Secured Notes due 2027 (the "Notes") of CEMEX, S.A.B. de C.V. (the "Issuer")

Ladies and Gentlemen:

Reference is hereby made to the Indenture, dated as of June 5, 2020 (as amended and supplemented from time to time, the "Indenture"), among the Issuer, the Note Guarantors named therein and The Bank of New York Mellon, as Trustee. Capitalized terms used but not defined herein shall have the meanings given them in the Indenture.

In connection with our proposed transfer of U.S.$_____ aggregate principal amount of the Notes, which represent an interest in a Rule 144A Global Note beneficially owned by the undersigned ("Transferor"), we confirm that such transfer has been effected pursuant to and in accordance with Rule 144 under the Securities Act.

You, the Issuer and the Note Guarantors are entitled to rely upon this letter and are irrevocably authorized to produce this letter or a copy hereof to any interested party in any administrative or legal proceedings or official inquiry with respect to the matters covered hereby.

Very truly yours,

[Name of Transferor]

By: _____

_____
Authorized Signature

Signature Guarantee: _____

(Signature must be guaranteed)

The signature(s) should be guaranteed by an eligible guarantor institution (banks, stockbrokers, savings and loan associations and credit unions with membership in an approved signature guarantee medallion program), pursuant to Exchange Act Rule 17Ad-15.

EXHIBIT D

FORM OF CERTIFICATION FOR TRANSFER PURSUANT TO RULE 144A

The Bank of New York Mellon
240 Greenwich Street, Floor 7 East
New York, NY 10286
Attention: International Corporate Trust

[Date]

Re: 7.375% Senior Secured Notes due 2027 (the "Notes") of CEMEX, S.A.B. de C.V. (the "Issuer")

Ladies and Gentlemen:

Reference is hereby made to the Indenture, dated as of June 5, 2020 (as amended and supplemented from time to time, the "Indenture"), among the Issuer, the Note Guarantors named therein and The Bank of New York Mellon, as Trustee. Capitalized terms used but not defined herein shall have the meanings given them in the Indenture.

In connection with our proposed transfer of U.S.$_____ aggregate principal amount of the Notes, which represent an interest in a Regulation S Global Note beneficially owned by the undersigned ("Transferor"), we confirm that such transfer has been effected pursuant to and in accordance with Rule 144A under the Securities Act of 1933, as amended, and, accordingly, we represent that the beneficial interest will be transferred to a Person that we reasonably believe is purchasing the beneficial interest for its own account, or for one or more accounts with respect to which such Person exercises sole investment discretion, and such Person and each such account is a "qualified institutional buyer" within the meaning of Rule 144A in a transaction meeting the requirements of Rule 144A and such transfer is in compliance with any applicable blue sky securities laws of any state of the United States.

You, the Issuer and the Note Guarantors are entitled to rely upon this letter and are irrevocably authorized to produce this letter or a copy hereof to any interested party in any administrative or legal proceedings or official inquiry with respect to the matters covered hereby.

Very truly yours,

[Name of Transferor]

By: _____

_____
Authorized Signature

Signature Guarantee: _____
(Signature must be guaranteed)

The signature(s) should be guaranteed by an eligible guarantor institution (banks, stockbrokers, savings and loan associations and credit unions with membership in an approved signature guarantee medallion program), pursuant to Exchange Act Rule 17Ad-15.

EXHIBIT E

"CONSOLIDATED LEVERAGE RATIO" AND RELATED DEFINITIONS

The definition of "Consolidated Leverage Ratio" comes from the 2017 Facilities Agreement, as in effect immediately prior to giving effect to the amendment thereof on May 22, 2020.

"**2019 Amendment Agreement**" means the amendment and restatement agreement in relation to the 2017 Facilities Agreement dated on or about 2 April 2019 between, amongst others, the Borrower and the Agent.

"**2019 Amendment Effective Date**" means the Amendment Effective Date as defined in the 2019 Amendment Agreement.

"**2019 Second Consent Request**" means the consent request entitled "CEMEX, S.A.B. de C.V.: Consent Request addressed to all Creditors under the 2017 Facilities Agreement" dated on or about 4 October 2019.

"**2020 Subordinated Convertible Notes**" means:

(a) the $200,000,000 3.72% subordinated optional convertible securities issued by the Borrower on 13 March 2015 maturing on 15 March 2020; and

(b) the $321,114,000 3.72% subordinated optional convertible securities issued by the Borrower on 28 May 2015 maturing on 15 March 2020.

"**Acceptable Bank**" means:

(a) a bank or financial institution which has a rating for its long-term unsecured and non credit-enhanced debt obligations of BBB or higher by S&P, BBB or higher by Fitch or Baa2 or higher by Moody's or a comparable rating from an internationally recognised credit rating agency;

(b) any other bank or financial institution in a jurisdiction in which a member of the Group conducts commercial operations where such member of the Group, in the ordinary course of trading, subscribes for certificates of deposit issued by such bank or financial institution; or

(c) any other bank or financial institution approved by the Agent.

"**Accession Letter**" means a document substantially in the form set out in Schedule 7 (*Form of Accession Letter*) of the 2017 Facilities Agreement.

"**Accordion Confirmation**" means a confirmation substantially in the form set out in Schedule 16 (*Form of Accordion Confirmation*) of the 2017 Facilities Agreement.

"**Accordion Lender**" has the meaning given to that term in Clause 2.2 (*Accordion*) of the Facilities Agreement.

"**Additional Guarantor**" means a company that becomes an Additional Guarantor in accordance with Clause 28 (*Changes to the Obligors*) of the 2017 Facilities Agreement.

"**Additional Security Provider**" means a company that becomes an Additional Security Provider in accordance with Clause 28 (*Changes to the Obligors*) of the 2017 Facilities Agreement.

"**Adjustment Amount**" means:

(a) for so long as no written notice is provided by the Borrower pursuant to sub-paragraph (b) below, minus 0.10 which constitutes the Borrower's calculation as at the 2019 Amendment Effective Date on an unaudited pro forma basis of the difference between the Consolidated Leverage Ratio (x) calculated on the basis of the accounting principles and practices after the adoption of IFRS 16, calculated using the definitions in the 2017 Facilities Agreement in place as at the date of the 2017 Facilities Agreement, but considering all leases being added to Consolidated Funded Debt, and (y) calculated on the basis of the accounting principles and practices applying prior to the adoption of IFRS 16, and calculated using the definitions in the 2017 Facilities Agreement in place as at the date of the 2017 Facilities Agreement; or

(b) after the publication of the audited consolidated financial statements of the Borrower for the Financial Year ended 31 December 2018 prepared taking into account the effect of IFRS 16 (which shall be published with the audited consolidated financial statements of the Borrower for the Financial Year ended 31 December 2019), the Borrower shall, as soon as possible following the publication of those audited consolidated financial statements, recalculate the relevant Consolidated Leverage Ratios and the difference between them using the information in those audited consolidated financial statements, provide written notice to the Agent of the result of such calculations, and within 15 Business Days of the publication of those audited consolidated financial statements and, if the calculations yield a result that is different from minus 0.10, the result of that calculation (whether a positive or negative number) shall constitute the Adjustment Amount on an on-going basis.

"**Affiliate**" means, in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company.

"**Agent**" means Citibank Europe PLC, UK Branch, as agent of the Finance Parties (other than itself) under the 2017 Facilities Agreement.

"**Agent's Spot Rate of Exchange**" means the Agent's spot rate of exchange for the purchase of the relevant currency with the Base Currency in the London foreign exchange market at or about 11:00 a.m. on a particular day.

"**Applicable GAAP**" means:

(a) in the case of the Borrower, IFRS;

(b) in the case of CEMEX España, Spanish GAAP or, if adopted by CEMEX España in accordance with Clause 20.3 (*Requirements as to financial statements*) of the 2017 Facilities Agreement, IFRS; and

(c) in the case of any other Obligor, the generally accepted accounting principles applying to it in the country of its incorporation or in a jurisdiction agreed to by the Agent or, if adopted by the relevant Obligor, IFRS.

"**Arranger**" means the following entities, which were mandated as lead arrangers and bookrunners (whether acting individually or together): Banco Mercantil del Norte, S.A., Institución de Banca Múltiple, Grupo Financiero Banorte, Banco Santander (México), S.A., Institución de Banca Múltiple, Grupo Financiero Santander México, BBVA Bancomer, S.A. Institución de Banca Múltiple Grupo Financiero BBVA Bancomer, BNP Paribas Securities Corp., Citigroup Global Markets Inc., Crédit Agricole Corporate and Investment Bank, HSBC Securities (USA) Inc., ING Capital LLC, JPMorgan Chase Bank, N.A., Mizuho Bank, Ltd. and Merrill Lynch, Pierce, Fenner & Smith Incorporated.

"**Base Currency**" means U.S. Dollars.

"**Base Currency Amount**" means, in relation to a Loan, the amount specified in the Utilisation Request delivered by the Borrower for that Loan (or, in relation to several Loans, in relation to any of those Loans not denominated in the Base Currency, that amount converted into the Base Currency at the Agent's Spot Rate of Exchange on the date which is three Business Days before the conversion is applied for the purposes of the 2017 Facilities Agreement or, if later, on the date the Agent receives the request requiring the conversion for the purpose of the 2017 Facilities Agreement) and as adjusted in all cases to reflect any repayment (other than, in relation to the Term Facilities, a repayment arising from a change of currency), prepayment, consolidation or division of a Loan.

"**Borrower**" means CEMEX, S.A.B. de C.V.

"**Business Day**" means a day (other than a Saturday or Sunday) on which banks are open for general business in London, New York City and Mexico City (in the case of Mexico City, if applicable, as specified by applicable law or a Governmental Authority) and, in relation to any date for payment or purchase of euro, which is a TARGET Day.

"**Caliza**" means CEMEX LATAM Holdings, S.A.

"**Caliza Capital Expenditure**" means Capital Expenditure permitted by paragraph (d) of Clause 21.2 (*Financial condition*) of the 2017 Facilities Agreement to be invested in the Caliza Group.

"**Caliza Expansion Capital**" means (without double counting) any:

(a) Caliza Capital Expenditure;

(b) amount of any investment by a member of the Caliza Group to finance any Joint Venture entered into by a member of the Caliza Group; and

(c) amount of the consideration for an acquisition made under paragraph (j) of the definition of Permitted Acquisition.

"**Caliza Expansion Capital Permitted Limit**" means $500,000,000 (or its equivalent).

"**Caliza Group**" means Caliza and its Subsidiaries for the time being.

"**Caliza Offering Option**" has the meaning given to such term in paragraph (b) of the definition of Caliza Transaction.

"**Caliza Proceeds**" means the cash proceeds received by any member of the Group from a Caliza Transaction.

"**Caliza Transaction**" means:

(a) a Disposal by a member of the Group of any shares in Caliza to a person who is not a member of the Group; or

(b) an offering of shares in Caliza and including any put or other option (a "**Caliza Offering Option**") entered into with one or more financial institutions in respect of any share lending, over-allotment or other similar arrangement in connection with an offering of shares in Caliza provided that the exercise period for such put or other option shall be no longer than 30 days from the settlement date of the offering of shares in Caliza,

(in either case) whether by way of a single transaction or a series of transactions and which does not breach Clause 22.21 (*Disposals*) or Clause 22.32 (*Caliza and Centurion*) of the 2017 Facilities Agreement.

"**Capital Expenditure**" means any expenditure or obligation in respect of expenditure which, in accordance with Applicable GAAP of any person, on a consolidated basis, is treated either as a purchase of property, plant or equipment or as a right-of-use under a Lease. For the avoidance of doubt, the initial right-of-use amounts related to Leases recognised by the Borrower on a consolidated basis, upon the change in Applicable GAAP on 1 January 2019, will not be treated as capital expenditure.

"**Capital Stock**" means any and all shares, interests, participations or other equivalents (however designed) of capital stock of a corporation, any and all equivalent ownership interests in a person (other than a corporation) and any and all warrants, rights or options to purchase any of the foregoing.

"**Cash**" means the amount of "*Cash and cash equivalents*" as set out in the relevant line in the relevant financial statements as determined in accordance with Applicable GAAP.

"**Cash Equivalent Investments**" means at any time:

(a) certificates of deposit maturing within one year after the relevant date of calculation and issued by an Acceptable Bank;

(b) any investment in marketable debt obligations issued or expressly guaranteed by the government of Mexico, the United States of America (or any state thereof (including any political subdivision of such state)), the United Kingdom, any member state of the European Economic Area or any Participating Member State or any member state of NAFTA or an agreement that replaces NAFTA (or any other jurisdiction in which a member of the Group conducts commercial operations if that member of the Group makes investments in such debt obligations in the ordinary course of its trading) or by an instrumentality or agency of any of them having an equivalent credit rating, maturing within one year after the relevant date of calculation and not convertible into or exchangeable for any other security;

(c) commercial paper not convertible into or exchangeable for any other security:

(i) for which a recognised trading market exists;

(ii) issued by an issuer incorporated in Mexico, the United States of America (or any state thereof (including any political subdivision of such state)), the United Kingdom, any member state of the European Economic Area or any Participating Member State or any member state of NAFTA or an agreement that replaces NAFTA (or any other jurisdiction in which a member of the Group makes investments in such debt obligations in the ordinary course of trading);

(iii) which matures within one year after the relevant date of calculation; and

(iv) which has a credit rating of either A-1 or higher by S&P or F 1 or higher by Fitch or P-1 or higher by Moody's, or, if no rating is available in respect of the commercial paper, the issuer of which has, in respect of its long-term unsecured and non-credit enhanced debt obligations, an equivalent rating;

(d) sterling bills of exchange eligible for rediscount at the Bank of England and accepted by an Acceptable Bank (or their dematerialised equivalent);

(e) any investment in money market funds which (i) have a credit rating of either A-1 or higher by S&P or F1 or higher by Fitch or P-1 or higher by Moody's, (ii) which invest substantially all their assets in securities of the types described in paragraphs (a) to (d) above and (f) and (g) below and (iii) can be turned into cash on not more than 30 days' notice; or

(f) any deposit issued by any of Nacional Financiera, S.N.C., Banco Nacional de Comercio Exterior, S.N.C., Banco National de Obras y Servicios Publicos, S.N.C. or any other development bank controlled or sponsored by the Mexican government;

(g) any other debt instrument rated "investment grade" (or the local equivalent thereof according to local criteria in a country in which any member of the Group conducts commercial operations and in which local pensions are permitted by law to invest) with maturities of 12 months or less from the date of acquiring such investment;

(h) investments in mutual funds, managed by banks or financial institutions, with a local currency credit rating of at least MxAA by S&P or equivalent by any other reputable local rating agency, that invest principally in marketable direct obligations issued by the Mexican government, or issued by any agency or instrumentality thereof; and

(i) any other debt security, certificate of deposit, commercial paper, bill of exchange, investment in money market funds or material funds approved by the Majority Lenders,

in each case, to which any member of the Group is alone (or together with other members of the Group) beneficially entitled at that time and which is not issued or guaranteed by any member of the Group or subject to any Security (other than Security arising under the Transaction Security Documents).

"**CEMEX España**" means CEMEX España, S.A.

"**Centurion**" means CEMEX Holdings Philippines, Inc., the company incorporated in the Philippines on September 17th, 2015, which holds the Group's operations in the Philippines which, at the date of the 2017 Facilities Agreement, are operated mainly through Solid Cement Corporation and APO Cement Corporation.

"**Centurion Capital Expenditure**" means Capital Expenditure permitted by paragraph (e) of Clause 21.2 (*Financial condition*) of the 2017 Facilities Agreement to be invested in the Centurion Group.

"**Centurion Expansion Capital**" means (without double counting) any:

(a) Centurion Capital Expenditure;

(b) amount of any investment by a member of the Centurion Group to finance any Joint Venture entered into by a member of the Centurion Group; and

(c) amount of the consideration for an acquisition made under paragraph (m) of the definition of Permitted Acquisition.

"**Centurion Expansion Capital Permitted Limit**" means $500,000,000 (or its equivalent).

"**Centurion Group**" means Centurion and its Subsidiaries for the time being.

"**Centurion Offering Option**" has the meaning given to such term in paragraph (b) of the definition of Centurion Transaction.

"**Centurion Proceeds**" means the cash proceeds received by any member of the Group from a Centurion Transaction.

"**Centurion Transaction**" means:

(a) a Disposal by a member of the Group of any shares in Centurion to a person who is not a member of the Group; or

(b) an offering of shares in Centurion and including any put or other option (a "**Centurion Offering Option**") entered into by any member of the Group with one or more financial institutions in respect of any share lending, over-allotment or other similar arrangement in connection with an offering of shares in Centurion provided that the exercise period for such put or other option shall be no longer than 60 days from the settlement date of the offering of shares in Centurion,

(in either case) whether by way of a single transaction or a series of transactions and which does not breach Clause 22.21 (*Disposals*) or Clause 22.32 (*Caliza and Centurion*) of the 2017 Facilities Agreement.

"**Change of Control**" means that the beneficial ownership (within the meaning of Rule 13d-3 promulgated by the SEC under the Securities Exchange Act of 1934, as amended) of 20 per cent. or more in voting power of the outstanding voting stock of the Borrower is acquired by any person.

"**Charged Property**" means all of the assets of the Security Providers which from time to time are, or are expressed to be, the subject of the Transaction Security.

"**Commitment**" means a Facility A Commitment, Facility B Commitment, Facility C Commitment, Facility D1 Commitment, Facility D2 Commitment, Facility E Commitment, Facility F Commitment, Facility G Commitment, Facility H Commitment or a commitment under any new facility established pursuant to Clause 2.2 (*Accordion*) of the 2017 Facilities Agreement.

"**Compliance Certificate**" means a certificate substantially in the form set out in Schedule 9 (*Form of Compliance Certificate*) of the 2017 Facilities Agreement.

"**Consolidated Coverage Ratio**" means, on any date of determination, the ratio of (a) Operating EBITDA for the one (1) year period ending on such date to (b) Consolidated Interest Expense for the one (1) year period ending on such date.

"**Consolidated Debt**" means, at any date, the sum (without duplication) of (a) the aggregate amount of all Debt of the Borrower and its Subsidiaries at such date, which shall include the amount of any recourse in respect of Inventory Financing permitted under paragraph (b)(iv) of the definition of Permitted Financial Indebtedness or any recourse in respect of Inventory Financing incurred by an Obligor, *plus* (b) to the extent not included in Debt, the aggregate net mark-to-market amount of all derivative financing in the form of equity swaps outstanding at such date (except to the extent such exposure is cash collateralised to the extent permitted under the Finance Documents).

"**Consolidated Funded Debt**" means, for any period, Consolidated Debt plus the aggregate amount of all financial obligations arising under any Leases recognized in the consolidated statement of financial position in accordance with Applicable GAAP of any person less the sum (without duplication) of (a) all obligations of such person to pay the deferred purchase price of property or services, (b) all obligations of such person with respect to product invoices incurred in connection with export financing and (c) all Cash.

"**Consolidated Interest Expense**" means, for any period, the sum of (a) the total gross cash and non cash interest expense of the Borrower and its consolidated Subsidiaries relating to Consolidated Funded Debt of such persons, (b) any amortisation or accretion of debt discount or any interest paid on Consolidated Funded Debt of the Borrower and its Subsidiaries in the form of additional Financial Indebtedness (but excluding any amortisation of deferred financing and debt issuance costs), (c) the net costs under Treasury Transactions in respect of interest rates (but excluding amortisation of fees), (d) any amounts paid in cash on preferred stock, and (e) any interest paid or accrued in respect of Consolidated Funded Debt without a maturity date, regardless of whether considered interest expense under Applicable GAAP of the Borrower.

"**Consolidated Leverage Ratio**" means, on any date of determination, the ratio of (a) Consolidated Funded Debt on such date to (b) Operating EBITDA for the one (1) year period ending on such date, with the resulting ratio then being adjusted by the Adjustment Amount.

"**Contingent Instrument**" means any documentary credit (including all forms of letter of credit) or performance bond advance payment, bank guarantee or similar instrument.

"**Covenant Reset Date**" means the first date falling after the date of the 2017 Facilities Agreement on which both of the following conditions are met:

(a) either:

(i) for the two most recently completed Reference Periods in respect of which Compliance Certificates have been (or are required to have been) delivered under the 2017 Facilities Agreement, the Consolidated Leverage Ratio was 3.75:1 or lower; or

(ii) for the three most recently completed Reference Periods in respect of which Compliance Certificates have been (or are required to have been) delivered under the 2017 Facilities Agreement, the Consolidated Leverage Ratio for the first and third of those Reference Periods was 3.75:1 or lower and in the second Reference Period would have been 3.75:1 or lower but for the proceeds of any Permitted Financial Indebtedness standing to the credit of a Reserve being included in the definition of Debt as described in paragraph (iv) of that definition; and

(b) no Default is continuing.

"**date of the 2017 Facilities Agreement**" means 19 July 2017.

"**Debt**" of any person means, without duplication, (a) all obligations of such person for borrowed money, (b) all obligations of such person evidenced by bonds, debentures, notes or other similar instruments, including the perpetual bonds, (c) the aggregate net mark-to-market of Treasury Transactions (except to the extent such exposure is cash collateralised to the extent permitted under the Finance Documents) of such person but excluding Treasury Transactions relating to the rate or price of energy or any commodity, (d) all obligations of such person to pay the deferred purchase price of property or services, except trade accounts payable arising in the ordinary course of trading, (e) [intentionally omitted], (f) all Debt of others secured by Security on any asset of such person, up to the value of such asset, (g) all obligations of such person with respect to product invoices incurred in connection with export financing, (h) all obligations of such person under repurchase agreements for the stock issued by such person or another person, (i) all obligations of such person in respect of Inventory Financing permitted under paragraph (b)(iv) of the definition of Permitted Financial Indebtedness or any obligations of an Obligor in respect of any similar Inventory Financing; and (j) all guarantees of such person in respect of any of the foregoing;

provided, however, that

(i) for the purposes of calculating the Consolidated Funded Debt element of the Consolidated Leverage Ratio, Relevant Convertible/Exchangeable Obligations (and any other outstanding hybrid bonds or convertible securities) shall be excluded from each of the foregoing paragraphs (a) to (j) inclusive (*provided* that, in the case of outstanding Financial Indebtedness under any Subordinated Optional Convertible Securities (1) only the principal amount thereof shall be excluded and (2) such exclusion shall apply only for so long as such amounts remain subordinated in accordance with the terms of that definition);

(ii) for the avoidance of doubt, a Permitted Securitisation shall not be deemed to be Debt except that any recourse required as a result of the Relevant Legislation and which is not recourse over the collection of receivables and would, but for this provision, be treated as Debt will, to the extent of the required recourse under the Relevant Legislation, be counted as Debt;

(iii) for the avoidance of doubt, all performance bonds, guarantees, bonding, documentary or stand-by letters of credit, banker's acceptances or similar credit transactions, including reimbursement obligations in respect thereof are not Debt until they are required to be funded;

(iv) the proceeds of any Permitted Financial Indebtedness shall, for the period of twelve Months from the date that such proceeds are credited to a Reserve in accordance with Clause 21.5 (*Reserve*) of the 2017 Facilities Agreement and for so long as such proceeds stand to the credit of such Reserve during that period, be deducted from the aggregate calculation of Debt resulting from this definition (without double counting where such proceeds are treated as Cash), except where the calculation of Debt is for the purposes of calculating the Consolidated Leverage Ratio to establish if:

(1) the conditions for the Covenant Reset Date have been satisfied; or

(2) the conditions set out in Clause 24.1 (*Release of Mexican Security Trust Agreement*) of the 2017 Facilities Agreement have been satisfied or Clause 24.2 (*Release of Transaction Security—other jurisdictions*) of the 2017 Facilities Agreement have been satisfied,

and, for the avoidance of doubt, for the purposes set out in paragraphs (1) and (2) above, the Borrower shall prepare the computations without the deduction specified in this paragraph (iv) and not be required to include it in that computation; and

(v) Leases shall not be treated as Debt.

"**Default**" means an Event of Default or any event or circumstance specified in Clause 25 (*Events of Default*) of the 2017 Facilities Agreement which would (with the expiry of a grace period, the giving of notice, the making of any determination under the Finance Documents or any combination of any of the foregoing) be an Event of Default.

"**Delegate**" means any delegate, agent, attorney-in-fact, representative or co-trustee appointed by the Security Agent.

"**Discontinued Operating EBITDA**" means, for any period, the sum for Discontinued Operations of (a) operating earnings before other (expenses) income, net, and (b) the depreciation and amortisation expense, in each case determined in accordance with Applicable GAAP of the Borrower consistently applied for such period.

"**Discontinued Operations**" means operations that are accounted for as discontinued operations pursuant to Applicable GAAP of the Borrower for which the Disposal of such assets has not yet occurred.

"**Disposal**" means a sale, lease, licence, transfer, loan or other disposal by a person of any asset (including shares in any Subsidiary or other company), undertaking or business (whether by a voluntary or involuntary single transaction or series of transactions).

"**Disposal Proceeds**" means the cash proceeds received by any member of the Group (including any amount received from a person who is not a member of the Group in repayment of intercompany debt for any Disposal.

"**Ending Exchange Rate**" means the exchange rate at the end of a Reference Period for converting USD into Mexican pesos as used by the Borrower and its auditors in preparation of the Borrower's financial statements in accordance with Applicable GAAP of the Borrower.

"**Event of Default**" means any event or circumstance specified as such in Clause 25 (*Events of Default*) of the 2017 Facilities Agreement.

"**Executive Compensation Plan**" means any stock option plan, restricted stock plan or retirement plan which the Borrower or any of its Subsidiaries, any other Obligor or, as the case may be, Caliza, Centurion or Trinidad Cement, or any of its Subsidiaries, as the case may be, customarily provides to its employees, consultants and directors.

"**Existing Financial Indebtedness**" means the Financial Indebtedness as at the date of the 2017 Facilities Agreement of members of the Group which are not Obligors and is described in Schedule 10 (*Existing Financial Indebtedness*) of the 2017 Facilities Agreement provided that any amount of such indebtedness may be refinanced or replaced from time to time but the aggregate principal amount of such Financial Indebtedness may not increase above the principal amount outstanding as at the date of the 2017 Facilities Agreement (except as otherwise permitted or not restricted by the 2017 Facilities Agreement or by the amount of any capitalised interest under any facility or instrument that provided for capitalisation of interest on those terms as at the date of the 2017 Facilities Agreement).

"**Existing Subordinated Convertible Notes**" means the 2020 Subordinated Convertible Notes and the subordinated convertible securities described at paragraph (b)(i) of the definition of Subordinated Optional Convertible Securities.

"**Facility**" means Facility A, Facility B, Facility C, Facility D1, Facility D2, Facility E, Facility F, Facility G, Facility H or any other facility established in accordance with and pursuant to Clause 2.2 (*Accordion*) of the 2017 Facilities Agreement.

"**Facility A**" means the term loan facility made available under the 2017 Facilities Agreement as described in paragraph (a) of Clause 2.1 (*The Facilities*) of the 2017 Facilities Agreement.

"**Facility A Commitment**" means:

(a) in relation to an Original Lender, as of the date of the 2017 Facilities Agreement, the amount in the Base Currency set opposite its name under the heading "Facility A Commitment" in Part II of Schedule 1 (*The Original Parties*) of the 2017 Facilities Agreement and, on and following the 2019 Amendment Effective Date, the amount in the Base Currency set opposite its name under the heading "Facility A Commitment" in Part III of Schedule 1 (*The Original Parties*) of the 2017 Facilities Agreement, and the amount of any other Facility A Commitment transferred to it under the 2017 Facilities Agreement or assumed by it in accordance with Clause 2.2 (*Accordion*) of the 2017 Facilities Agreement; and

(b) in relation to any other Lender, the amount in the Base Currency of any Facility A Commitment transferred to it under the 2017 Facilities Agreement or assumed by it in accordance with Clause 2.2 (*Accordion*) of the 2017 Facilities Agreement,

to the extent not cancelled, reduced or transferred by it under the 2017 Facilities Agreement.

"**Facility A Loan**" means a loan made or to be made under Facility A or the principal amount outstanding for the time being of that loan.

"**Facility B**" means the term loan facility made available under the 2017 Facilities Agreement as described in paragraph (b) of Clause 2.1 (*The Facilities*) of the 2017 Facilities Agreement.

"**Facility B Commitment**" means:

(a) in relation to an Original Lender, as of the date of the 2017 Facilities Agreement, the amount in euro set opposite its name under the heading "Facility B Commitment" in Part II of Schedule 1 (*The Original Parties*) of the 2017 Facilities Agreement and, on and following the 2019 Amendment Effective Date, the amount in euro set opposite its name under the heading "Facility B Commitment" in Part III of Schedule 1 (*The Original Parties*) of the 2017 Facilities Agreement, and the amount of any other Facility B Commitment transferred to it under the 2017 Facilities Agreement or assumed by it in accordance with Clause 2.2 (*Accordion*) of the 2017 Facilities Agreement; and

(b) in relation to any other Lender, the amount in euro of any Facility B Commitment transferred to it under the 2017 Facilities Agreement or assumed by it in accordance with Clause 2.2 (*Accordion*) of the 2017 Facilities Agreement,

to the extent not cancelled, reduced or transferred by it under the 2017 Facilities Agreement.

"**Facility B Loan**" means a loan made or to be made under Facility B or the principal amount outstanding for the time being of that loan.

"**Facility C**" means the term loan facility made available under the 2017 Facilities Agreement as described in paragraph (c) of Clause 2.1 (*The Facilities*) of the 2017 Facilities Agreement.

"**Facility C Commitment**" means:

(a) in relation to an Original Lender, as of the date of the 2017 Facilities Agreement, the amount in sterling set opposite its name under the heading "Facility C Commitment" in Part II of Schedule 1 (*The Original Parties*) of the 2017 Facilities Agreement and, on and following the 2019 Amendment Effective Date, the amount in sterling set opposite its name under the heading "Facility C Commitment" in Part III of Schedule 1 (*The Original Parties*), and the amount of any other Facility C Commitment transferred to it under the 2017 Facilities Agreement or assumed by it in accordance with Clause 2.2 (*Accordion*) of the 2017 Facilities Agreement; and

(b) in relation to any other Lender, the amount in sterling of any Facility C Commitment transferred to it under the 2017 Facilities Agreement or assumed by it in accordance with Clause 2.2 (*Accordion*) of the 2017 Facilities Agreement,

to the extent not cancelled, reduced or transferred by it under the 2017 Facilities Agreement.

"**Facility C Loan**" means a loan made or to be made under Facility C or the principal amount outstanding for the time being of that loan.

"**Facility D1**" means the term loan facility made available under the 2017 Facilities Agreement as described in paragraph (d) of Clause 2.1 (*The Facilities*) of the 2017 Facilities Agreement.

"**Facility D1 Commitment**" means:

(a) in relation to an Original Lender, as of the date of the 2017 Facilities Agreement, the amount in the Base Currency set opposite its name under the heading "Facility D1 Commitment" in Part II of Schedule 1 (*The Original Parties*) of the 2017 Facilities Agreement and, on and following the 2019 Amendment Effective Date, the amount in the Base Currency set opposite its name under the heading "Facility D1 Commitment" in Part III of Schedule 1 (*The Original Parties*) of the 2017 Facilities Agreement, and the amount of any other Facility D1 Commitment transferred to it under the 2017 Facilities Agreement or assumed by it in accordance with Clause 2.2 (*Accordion*) of the 2017 Facilities Agreement; and

(b) in relation to any other Lender, the amount in the Base Currency of any Facility D1 Commitment transferred to it under the 2017 Facilities Agreement or assumed by it in accordance with Clause 2.2 (*Accordion*) of the 2017 Facilities Agreement,

to the extent not cancelled, reduced or transferred by it under the 2017 Facilities Agreement.

"**Facility D1 Loan**" means a loan made or to be made under Facility D1 or the principal amount outstanding for the time being of that loan.

"**Facility D2**" means the term loan facility made available under the 2017 Facilities Agreement as described in paragraph (e) of Clause 2.1 (*The Facilities*) of the 2017 Facilities Agreement.

"**Facility D2 Commitment**" means:

(a) in relation to an Original Lender, the amount in the Base Currency set opposite its name under the heading "Facility D2 Commitment" in Part II of Schedule 1 (*The Original Parties*) of the 2017 Facilities Agreement and the amount of any other Facility D2 Commitment transferred to it under the 2017 Facilities Agreement or assumed by it in accordance with Clause 2.2 (*Accordion*) of the 2017 Facilities Agreement; and

(b) in relation to any other Lender, the amount in the Base Currency of any Facility D2 Commitment transferred to it under the 2017 Facilities Agreement or assumed by it in accordance with Clause 2.2 (*Accordion*) of the 2017 Facilities Agreement,

to the extent not cancelled, reduced or transferred by it under the 2017 Facilities Agreement.

"**Facility D2 Loan**" means a loan made or to be made under Facility D2 or the principal amount outstanding for the time being of that loan.

"**Facility E**" means the loan facility made available under the 2017 Facilities Agreement as described in paragraph (f) of Clause 2.1 (*The Facilities*) of the 2017 Facilities Agreement.

"**Facility E Commitment**" means:

(a) in relation to an Original Lender, the amount in the Base Currency set opposite its name under the heading "Facility E Commitment" in Part III of Schedule 1 (*The Original Parties*) of the 2017 Facilities Agreement, and the amount of any other Facility E Commitment transferred to it under the 2017 Facilities Agreement or assumed by it in accordance with Clause 2.2 (*Accordion*) of the 2017 Facilities Agreement; and

(b) in relation to any other Lender, the amount in the Base Currency of any Facility E Commitment transferred to it under the 2017 Facilities Agreement or assumed by it in accordance with Clause 2.2 (*Accordion*) of the 2017 Facilities Agreement,

to the extent not cancelled, reduced or transferred by it under the 2017 Facilities Agreement.

"**Facility E Loan**" means a loan made or to be made under Facility E or the principal amount outstanding for the time being of that loan.

"**Facility F**" means the loan facility made available under the 2017 Facilities Agreement as described in paragraph (g) of Clause 2.1 (*The Facilities*).

"**Facility F Commitment**" means:

(a) in relation to an Original Lender, the amount in euro set opposite its name under the heading "Facility F Commitment" in Part III of Schedule 1 (*The Original Parties*) of the 2017 Facilities Agreement, and the amount of any other Facility F Commitment transferred to it under the 2017 Facilities Agreement or assumed by it in accordance with Clause 2.2 (*Accordion*) of the 2017 Facilities Agreement; and

(b) in relation to any other Lender, the amount in euro of any Facility F Commitment transferred to it under the 2017 Facilities Agreement or assumed by it in accordance with Clause 2.2 (*Accordion*) of the 2017 Facilities Agreement,

to the extent not cancelled, reduced or transferred by it under the 2017 Facilities Agreement.

"**Facility F Loan**" means a loan made or to be made under Facility F or the principal amount outstanding for the time being of that loan.

"**Facility G**" means the loan facility made available under the 2017 Facilities Agreement as described in paragraph (h) of Clause 2.1 (*The Facilities*).

"**Facility G Commitment**" means:

(a) in relation to an Original Lender, the amount in sterling set opposite its name under the heading "Facility G Commitment" in Part III of Schedule 1 (*The Original Parties*) of the 2017 Facilities Agreement, and the amount of any other Facility G Commitment transferred to it under the 2017 Facilities Agreement or assumed by it in accordance with Clause 2.2 (*Accordion*) of the 2017 Facilities Agreement; and

(b) in relation to any other Lender, the amount in sterling of any Facility G Commitment transferred to it under the 2017 Facilities Agreement or assumed by it in accordance with Clause 2.2 (*Accordion*) of the 2017 Facilities Agreement,

to the extent not cancelled, reduced or transferred by it under the 2017 Facilities Agreement.

"**Facility G Loan**" means a loan made or to be made under Facility G or the principal amount outstanding for the time being of that loan.

"**Facility H**" means the loan facility made available under the 2017 Facilities Agreement as described in paragraph (i) of Clause 2.1 (*The Facilities*).

"**Facility H Commitment**" means:

(a) in relation to an Original Lender, the amount in the Base Currency set opposite its name under the heading "Facility H Commitment" in Part III of Schedule 1 (*The Original Parties*) of the 2017 Facilities Agreement, and the amount of any other Facility H Commitment transferred to it under the 2017 Facilities Agreement or assumed by it in accordance with Clause 2.2 (*Accordion*) of the 2017 Facilities Agreement; and

(b) in relation to any other Lender, the amount in the Base Currency of any Facility H Commitment transferred to it under the 2017 Facilities Agreement or assumed by it in accordance with Clause 2.2 (*Accordion*) of the 2017 Facilities Agreement,

to the extent not cancelled, reduced or transferred by it under the 2017 Facilities Agreement.

"**Facility H Loan**" means a loan made or to be made under Facility H or the principal amount outstanding for the time being of that loan.

"**Fee Letter**" means any letter or letters dated on or before the date of the 2017 Facilities Agreement between the Arranger (or any of them) and the Borrower, the Agent and the Borrower or the Security Agent and the Borrower, the Lenders (or any of them) and the Borrower setting out any of the fees payable by the Borrower to those Finance Parties in connection with the 2017 Facilities Agreement, and any fee letter between an Accordion Lender and the Borrower entered into in accordance with paragraph (f) of Clause 2.2 (*Accordion*) of the 2017 Facilities Agreement.

"**Finance Document**" means the 2017 Facilities Agreement, any Accession Letter, any Accordion Confirmation, any Compliance Certificate, any Reserve Certificate, any Fee Letter, the Intercreditor Agreement, any Promissory Note, any Resignation Letter, any Selection Notice, any Transaction Security Document, any Utilisation Request and any other document designated as a "Finance Document" by the Agent and the Borrower.

"**Finance Party**" means the Agent, the Arranger, the Security Agent or a Lender.

"**Financial Indebtedness**" means any indebtedness for or in respect of:

(a) monies borrowed and debit balances at banks or other financial institutions;

(b) any acceptance under any acceptance credit or bill discounting facility (or dematerialised equivalent);

(c) any amount raised pursuant to a note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument (including, without limitation, any perpetual bonds);

(d) [intentionally omitted];

(e) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis and meet any requirement for de-recognition under Applicable GAAP of the Borrower);

(f) any Treasury Transaction (and, when calculating the value of that Treasury Transaction, only the negative mark-to-market value (or, if any actual amount is due from any member of the Group as a result of the termination or close-out of that Treasury Transaction, that amount) shall be taken into account);

(g) any counter-indemnity obligation in respect of a guarantee, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution;

(h) any amount raised by the issue of redeemable shares which are redeemable (other than at the option of the issuer) before the last Termination Date or are otherwise classified as borrowings under Applicable GAAP of the Borrower;

(i) any amount of any liability under an advance or deferred purchase agreement if (i) one of the primary reasons behind entering into the agreement is to raise finance or to finance the acquisition or construction of the asset or service in question or (ii) the agreement is in respect of the supply of assets or services and payment is due more than 60 days after the date of supply;

(j) any arrangement pursuant to which an asset sold or otherwise disposed of by that person may be re-acquired by a member of the Group (whether following the exercise of an option or otherwise) and any Inventory Financing;

(k) any amount raised under any other transaction (including any forward sale or purchase, sale and sale back or sale and leaseback agreement) having the commercial effect of a borrowing or otherwise classified as borrowings under Applicable GAAP of the Borrower; and

(l) the amount of any liability in respect of any guarantee for any of the items referred to in paragraphs (a) to (k) above,

provided that Leases shall not be treated as Financial Indebtedness.

"**Financial Quarter**" means the period commencing on the day after one Quarter Date and ending on the next Quarter Date.

"**Financial Year**" means the annual accounting period of the Borrower ending on or about 31 December in each year.

"**Fitch**" means Fitch Ratings Limited or any successor thereto from time to time.

"**Governmental Authority**" means the government of any jurisdiction, or any political subdivision thereof, whether provincial, state or local, and any department, ministry, agency, instrumentality, authority, body, court, central bank or other entity lawfully exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government.

"**Group**" means the Borrower and each of its Subsidiaries for the time being.

"**Guarantors**" means the Original Guarantors and any Additional Guarantor other than any Original Guarantor or Additional Guarantor which has ceased to be a Guarantor pursuant to Clause 28.3 (*Resignation of a Guarantor)* of the 2017 Facilities Agreement and/or sub-paragraph (ii) of paragraph (c) of Clause 38.2 (*Exceptions*) of the 2017 Facilities Agreement and has not subsequently become an Additional Guarantor pursuant to Clause 28.2 (*Additional Guarantors and Additional Security Providers*) of the 2017 Facilities Agreement and "**Guarantor**" means any of them.

"**Holding Company**" means, in relation to a company or corporation, any other company or corporation in respect of which it is a Subsidiary.

"**IFRS**" means International Financial Reporting Standards, as issued by the International Accounting Standards Board.

"**Increase Date**" has the meaning given to that term in Clause 2.2 (*Accordion*) of the 2017 Facilities Agreement.

"**Intercreditor Agreement**" means the Intercreditor Agreement originally dated 17 September 2012 (and as amended and restated pursuant to a deed of amendment dated the date of the 2017 Facilities Agreement) and made between, among others, the Borrower, Wilmington Trust (London) Limited as Security Agent, Citibank International plc as agent, as amended, restated, varied, supplemented and/or extended from time to time.

"**Inventory Financing**" means a financing arrangement pursuant to which a member of the Group sells inventory to a bank or other institution (or a special purpose vehicle or partnership incorporated or established by or on behalf of such bank or other institution or an Affiliate of such bank or other institution) and has an obligation to repurchase such inventory to the extent that it is not sold to a third party within a specified period.

"**Joint Venture**" means any joint venture entity, whether a company, unincorporated firm, undertaking, association, joint venture or partnership or any other entity.

"**Lease**" means, as to any person, the obligations of such person under a contract, or part of a contract, that conveys the right to use an asset (the underlying asset) for a period of time in exchange for consideration. For the purposes of the 2017 Facilities Agreement, the amount of such obligations at any time shall be the lease-related liability amount thereof at such time recognised in the consolidated statement of financial position in accordance with Applicable GAAP of that person. For the avoidance of doubt, for purposes of this definition and its application to the Borrower, short-term and low-value leases as defined by the Borrower's policy under Applicable GAAP are excluded.

"**Lender**" means:

(a) any Original Lender; and

(b) any bank, financial institution, trust, fund or other entity which has become a Party in accordance with Clause 2.2 (*Accordion*) or Clause 26 (*Changes to the Lenders*) of the 2017 Facilities Agreement,

which in each case has not ceased to be a Party in that capacity in accordance with the terms of the 2017 Facilities Agreement.

"**Loan**" means a Facility A Loan, Facility B Loan, Facility C Loan, Facility D1 Loan, Facility D2 Loan, Facility E Loan, Facility F Loan, Facility G Loan, Facility H Loan or any other Loan under any Facility established pursuant to Clause 2.2 (*Accordion*) of the 2017 Facilities Agreement.

"**Majority Lenders**" means a Lender or Lenders whose Commitments aggregate 66 $^{2}/_{3}$% or more of the Total Commitments (or, if the Total Commitments have been reduced to zero, aggregated 66 $^{2}/_{3}$% or more of the Total Commitments immediately prior to the reduction).

"**Material Acquisition**" means any (a) acquisition of property or series of related acquisitions of property that constitutes assets comprising all or substantially all of an operating unit, division or line of business or (b) acquisition of or other investment in the Capital Stock of any Subsidiary or any person which becomes a Subsidiary or is merged or consolidated with the Borrower or any of its Subsidiaries, in each case, which involves the payment of consideration by the Borrower and its Subsidiaries in excess of $100,000,000 (or the equivalent in other currencies).

"**Material Disposal**" means any Disposal of property or series of related Disposals of property that yields gross proceeds to the Borrower or any of its Subsidiaries in excess of $100,000,000 (or the equivalent in other currencies).

"**Material Subsidiary**" means, from the date of this 2017 Facilities Agreement up to (and excluding) the date on which the first Compliance Certificate to be delivered under Clause 20.2 (*Compliance Certificate*) of the 2017 Facilities Agreement is delivered in accordance with that Clause, those companies set out in Schedule 13 (*Material Subsidiaries*) of the 2017 Facilities Agreement and, thereafter, means any Subsidiary of the Borrower which:

(a) has total gross assets representing 5 per cent. or more of the total consolidated assets of the Group;

(b) has revenues representing 5 per cent. or more of the consolidated turnover of the Group; and/or

(c) has earnings before interest, tax, depreciation and amortisation calculated on the same basis as Operating EBITDA, representing 5 per cent. or more of the consolidated Operating EBITDA of the Group,

in each case calculated on a consolidated basis (without duplication) and any Holding Company of any such Subsidiary or of an Obligor.

Compliance with the conditions set out in paragraphs (a) to (c) shall be determined by reference to the most recent Compliance Certificate supplied by the Borrower and/or the latest audited financial statements of that Subsidiary (if available) and the latest audited consolidated financial statements of the Group, but if a Subsidiary has been acquired since the date as at which the latest audited consolidated financial statements of the Group were prepared, the financial statements shall be adjusted to take into account the acquisition of that Subsidiary (that adjustment being certified by the Group's auditors as representing an accurate reflection of each of the respective revised total assets and turnover of the Group).

A report by the auditors of the Borrower (or, as the case may be, any other internationally recognised accounting firm that is approved by the Agent) that a Subsidiary is a Material Subsidiary shall, in the absence of manifest error, be conclusive and binding on all Parties.

"**Mexican Pesos**," "**Mex$**," "**MXN**" and "**Pesos**" means the lawful currency of Mexico.

"**Mexican Security Trust Agreement**" means the Mexican security trust agreement dated 17 September 2012, as amended and/or restated from time to time, entered into, among others, by the Borrower, Empresas Tolteca, CEMEX Central, S.A. de C.V., Interamerican Investments Inc., CEMEX Operaciones México, S.A. de C.V and CEMEX México, which secures the obligations of the Obligors arising from the Finance Documents.

"**Mexico**" means the United Mexican States.

"**Month**" means a period starting on one day in a calendar month and ending on the numerically corresponding day in the next calendar month, except that:

(a) if the numerically corresponding day is not a Business Day, that period shall end on the next Business Day in that calendar month in which that period is to end if there is one or, if there is not, on the immediately preceding Business Day; and

(b) if there is no numerically corresponding day in the calendar month in which that period is to end, that period shall end on the last Business Day in that calendar month.

The above rules will only apply to the last Month of any period. "**Monthly**" shall be construed accordingly.

"**Moody's**" means Moody's Investors Services Limited or any successor to its ratings business.

"**NAFTA**" means the North American Free Trade Agreement.

"**Obligors**" means the Borrower, the Guarantors and the Security Providers and "**Obligor**" means any of them.

"**Operating EBITDA**" means, for any period, the sum for the Borrower and its Subsidiaries, determined on a consolidated basis of (a) operating earnings before other (expenses) income, net, and (b) depreciation and amortisation expense, in each case determined in accordance with Applicable GAAP of the Borrower, subject to the adjustments herein, consistently applied for such period and adjusted for Discontinued Operating EBITDA as follows: if the amount of Discontinued Operating EBITDA is a positive amount, then Operating EBITDA shall increase by such amount, and if the amount of Discontinued Operating EBITDA is a negative amount, then Operating EBITDA shall decrease by the absolute value of such amount. For the purposes of calculating Operating EBITDA for any applicable period pursuant to any determination of the Consolidated Leverage Ratio (but not the Consolidated Coverage Ratio):

(a) if at any time during such applicable period the Borrower or any of its Subsidiaries shall have made:

(i) any Material Disposal, the Operating EBITDA for such applicable period shall be reduced by an amount equal to the Operating EBITDA (if positive) attributable to the property that is the subject of such Material Disposal for such applicable period (but when the Material Disposal is by way of lease, income received by the Borrower or any of its Subsidiaries under such lease shall be included in Operating EBITDA); and

(ii) any Material Acquisition, Operating EBITDA for such applicable period shall be calculated after giving *pro forma* effect thereto as if such Material Acquisition had occurred on the first day of such applicable period,

and if since the beginning of such applicable period any person that subsequently shall have become a Subsidiary or was merged or consolidated with the Borrower or any of its Subsidiaries as a result of a Material Acquisition occurring during such applicable period shall have made any Material Disposal or Material Acquisition of property that would have required an adjustment pursuant to sub-paragraph (i) or (ii) above if made by the Borrower or any of its Subsidiaries during such applicable period, Operating EBITDA for such period shall be calculated after giving *pro forma* effect thereto as if such Material Disposal or Material Acquisition had occurred on the first day of such applicable period; and

(b) If and to the extent that any amount of Operating EBITDA is not reported in USD for any month in any relevant period, that amount of Operating EBITDA will be recalculated by multiplying each month's Operating EBITDA by the Ending Exchange Rate and dividing the amount obtained thereto by the exchange rate used by the Borrower in preparation of its monthly financial statements in accordance with Applicable GAAP of the Borrower to convert USD into Mexican Pesos.

(c) For the avoidance of doubt, where, in relation to the calculation of Operating EBITDA for the Reference Periods ending 31 March 2019, 30 June 2019 and 30 September 2019 (both in the definition of Consolidated Leverage Ratio and Consolidated Coverage Ratio), the Operating EBITDA (or, to the extent relevant, Discontinued Operating EBITDA) as at 31 December 2018 is to be utilized, such Operating EBITDA (and, to the extent relevant, Discontinued Operating EBITDA) as at 31 December 2018 shall be calculated on the basis of the accounting principles and practices after the adoption of IFRS 16

"**Original Lenders**" means the financial institutions listed on Part II and Part III (*The Original Lenders*) of Schedule I (*The Original Parties*) of the 2017 Facilities Agreement as original lenders.

"**Original Guarantors**" means the Subsidiaries of the Borrower listed in Part I of Schedule 1 (*The Original Parties*) of the 2017 Facilities Agreement as guarantors.

"**Original Security Providers**" means the Subsidiaries of the Borrower listed in Part I of Schedule 1 (*The Original Parties*) of the 2017 Facilities Agreement as security providers together with the Borrower.

"**Participating Member State**" means any member state of the European Union that has the euro as its lawful currency in accordance with legislation of the European Union relating to Economic and Monetary Union.

"**Party**" means a party to the 2017 Facilities Agreement. "**Permitted Acquisition**" means:

(a) an acquisition by a member of the Group of an asset sold, leased, transferred or otherwise disposed of by another member of the Group in circumstances constituting a Permitted Disposal;

(b) an acquisition of shares or securities pursuant to a Permitted Share Issue;

(c) an acquisition of cash or securities which are Cash Equivalent Investments;

(d) the incorporation of a company which on incorporation becomes a member of the Group or which is a special purpose vehicle, whether a member of the Group or not;

(e) an acquisition that constitutes a Permitted Joint Venture;

(f) an acquisition of assets and, if applicable, cash, in exchange for other assets and, if applicable, cash, of equal or higher value;

(g) any acquisition of shares of the Borrower, any acquisition of shares of Caliza, any acquisition of shares of Centurion or any acquisition of shares of Trinidad Cement or any of its Subsidiaries pursuant to (i) an obligation in respect of any Executive Compensation Plan of the Borrower or any of its Subsidiaries or, as the case may be, of Caliza or any of its Subsidiaries, Centurion or any of its Subsidiaries or Trinidad Cement or any of its Subsidiaries as the case may be, or (ii) a Treasury Transaction permitted in accordance with Clause 22.27 (*Treasury Transactions*) of the 2017 Facilities Agreement;

(h) any other acquisition consented to by the Agent acting on the instructions of the Majority Lenders;

(i) an acquisition of shares in the Borrower or any other member of the Group to the extent that a member of the Group has, pursuant to the terms of convertible or exchangeable securities, an obligation to deliver such shares to any holder(s) of convertible or exchangeable securities constituting Permitted Financial Indebtedness;

(j) any acquisition by a member of the Caliza Group of assets or of a company, of shares, securities or a business or undertaking (or, in each case, any interest in any of them) provided that (except where the assets, company, shares, securities, business or undertaking (or, in each case, any interest in any of them) acquired was disposed of by (A) a member of the Caliza Group or (B) a member of the Group which is not a member of the Caliza Group in circumstances constituting a Permitted Disposal under the definition of Permitted Disposal) the aggregate amount of the consideration for such acquisitions does not at any time (when aggregated with all other amounts of Caliza Expansion Capital then incurred) exceed the Caliza Expansion Capital Permitted Limit;

(k) any acquisition constituting a Reconstruction permitted pursuant to Clause 22.8 (*Merger*) of the 2017 Facilities Agreement;

(l) any other acquisition of a company, of shares, securities or a business or undertaking (or, in each case, any interest in any of them) provided that the aggregate amount of the consideration for such acquisitions does not exceed $400,000,000 (or its equivalent in any other currencies) in any Financial Year, and provided further that:

(i) if an asset is acquired by a member of the Group pursuant to this paragraph (l); and

(ii) such asset is the subject of a Disposal by the Group within 12 Months of the date of completion of its acquisition,

the unutilised portion of the amount referred to above in respect of that Financial Year shall be increased by an amount equal to the lower of (A) the amount of the consideration originally paid by the relevant member of the Group which acquired such asset and (B) the amount of the Disposal Proceeds received for such Disposal;

(m) any acquisition by a member of the Centurion Group of assets or of a company, of shares, securities or a business or undertaking (or, in each case, any interest in any of them) provided that (except where the assets, company, shares, securities, business or undertaking (or, in each case, any interest in any of them) acquired was disposed of by (A) a member of the Centurion Group or (B) a member of the Group which is not a member of the Centurion Group in circumstances constituting a Permitted Disposal under the definition of Permitted Disposal) the aggregate amount of the consideration for such acquisitions does not at any time (when aggregated with all other amounts of Centurion Expansion Capital then incurred) exceed the Centurion Expansion Capital Permitted Limit;

(n) the acquisition or repurchase of any shares in a member of the Group which were the subject of any Caliza Offering Option, any Centurion Offering Option or any Trinidad Cement Group Offering Option

(i) where those shares were not taken up in full as part of such option or

(ii) pursuant to a Treasury Transaction entered into in connection with that Caliza Offering Option, Centurion Offering Option or Trinidad Cement Group Offering Option and, for the avoidance of doubt any repurchase under this paragraph (n) shall be a separate and independent right and shall not impact or utilise any other elements permitted under the 2017 Facilities Agreement including, without limitation, paragraph (l) or (p) of this definition, paragraph (c) of Clause 21.2 (Financial condition) of the 2017 Facilities Agreement, the Caliza Expansion Capital Permitted Limit and the Centurion Expansion Capital Permitted Limit;

(o) the acquisition or repurchase by the Borrower, Caliza, Centurion or any member of the Trinidad Cement Group of its own shares provided that, in the case of the acquisition or repurchase by the Borrower, (i) the aggregate nominal value of any shares acquired or repurchased by it in any Financial Year pursuant to this paragraph (o) does not (when aggregated with the amount of all distributions made by it in that Financial Year pursuant to paragraph (a) of the definition of "Permitted Distribution") exceed $200,000,000 (or its equivalent) and (ii) the Borrower may only acquire or repurchase any of its shares pursuant to this paragraph (o) if it has delivered a Compliance Certificate in respect of the most recent Reference Period for which a Compliance Certificate was required to have been delivered under the 2017 Facilities Agreement showing a Consolidated Leverage Ratio in respect of that Reference Period of 4.00:1 or less;

(p) any acquisition if:

(i) the cash consideration for that acquisition (when aggregated with the cash consideration for any other acquisition made pursuant to this paragraph (p)(i) in the four Financial Quarters ending prior to the date of the proposed acquisition) does not exceed the aggregate amount of free cash flow generated by the Group after deduction of total capital expenditure (as reported by the Borrower in its quarterly earnings report filed with the relevant authority) during the same four Financial Quarter period; and/or

(ii) the acquisition is funded from the proceeds of any disposals of assets received by the Group during the 12 months prior to the making of that acquisition and/or Financial Indebtedness which had been repaid using the proceeds of any disposals of assets received by the Group during the 12 months prior to the making of that acquisition and which has been incurred in up to the same amount in order to fund that acquisition; and/or

(iii) the acquisition is funded from the proceeds of any issuance of shares where such proceeds have been received during the 18 months prior to the making of that acquisition and/or Financial Indebtedness which had been repaid using the proceeds of any issuances of shares received by the Group during the 18 months prior to the making of that acquisition and which has been incurred in up to the same amount in order to fund that acquisition; and

(q) any acquisition constituting a Permitted Share Buy-back.

"**Permitted Disposal**" means any Disposal provided that:

(a) except in the case of Disposals as between members of the Group, the Disposal is on arm's length terms;

(b) in the case of Disposals of any asset by a member of the Group (the "**Disposing Company**") to another member of the Group (the "**Acquiring Company**"), if:

(i) the Disposing Company had given Transaction Security over the asset, the Acquiring Company must give equivalent Transaction Security over that asset (and, if the Acquiring Company is not already a Security Provider, it must accede to the 2017 Facilities Agreement as an Additional Security Provider); and

(ii) the Disposing Company is a Guarantor, the Acquiring Company must be a Guarantor guaranteeing at all times an amount no less than that guaranteed by the Disposing Company (subject to any applicable guarantee limitations),

provided that the conditions set out in paragraphs (i) and (ii) above shall only apply (A) to a Disposal of shares if such Disposal would result in the Acquiring Company becoming a Material Subsidiary, or (B) to a Disposal of other assets if all or substantially all of the assets of the Disposing Company are being disposed of; and

(c) a Disposal of any shares in a member of the Group to a person who is not a member of the Group may only be made:

(i) pursuant to an obligation in respect of any Executive Compensation Plan, any Caliza Transaction, any Centurion Transaction or any Trinidad Cement Group Transaction; or

(ii) if all the shares in that entity owned by members of the Group are the subject of the Disposal; or

(iii) where only a part of the shares in that entity (except Obligors) owned by members of the Group are the subject of the Disposal, if the aggregate value of shares so disposed of in any Financial Year is not greater than U.S.$100,000,000 (or its equivalent in any other currencies).

"**Permitted Distribution**" means the declaration, making or payment of a dividend, charge, fee or other distribution (or interest on any unpaid dividend, charge, fee or other distribution):

(a) on or in respect of the share capital of the Borrower or any Subsidiary of the Borrower provided that (i) the aggregate amount of all distributions made by the Borrower in any Financial Year does not (when aggregated with the nominal value of all shares acquired or repurchased by it in any Financial Year pursuant to paragraph (o) of the definition of "Permitted Acquisition") exceed $200,000,000 (or its equivalent) and (ii) the Borrower may only make a distribution on or in respect of its share capital if it has delivered a Compliance Certificate in respect of the Reference Period closest to the date of the declaration of such distribution for which a Compliance Certificate was required to have been delivered under the 2017 Facilities Agreement showing a Consolidated Leverage Ratio in respect of that Reference Period of 4.00:1 or less; or

(b) that is:

(i) a recapitalisation of earnings on or in respect of the share capital of the Borrower (or any class of its share capital) pursuant to which additional share capital of the Borrower or the right to subscribe for additional share capital is issued to the existing shareholders of the Borrower on a pro rata basis;

(ii) by way of the issuance of common equity securities of the Borrower or the right to subscribe for such common equity securities to the existing shareholders of the Borrower on a pro rata basis;

(iii) by way of the issuance of common equity securities of Caliza or the right to subscribe for such common equity securities to the existing shareholders of Caliza on a pro rata basis;

(iv) by way of the issuance of common equity securities of Centurion or the right to subscribe for such common equity securities to the existing shareholders of Centurion on a pro rata basis; or

(v) by way of the issuance of common equity securities of any member of the Trinidad Cement Group or the right to subscribe for such common equity securities to the existing shareholders of any member of the Trinidad Cement Group on a pro rata basis,

provided that, for the avoidance of doubt, no cash or other asset (other than the common equity securities referred to above) of any member of the Group (or any interest in any such cash or asset) is paid or otherwise transferred or assigned to any person that is not a member of the Group in connection with such distribution or interest; or

(c) that is a payment of interest (at a time at which no Default is continuing) on any perpetual debt securities issued by the Borrower or New Sunward Holding Financial Ventures B.V. or otherwise permitted by the 2017 Facilities Agreement; or

(d) to any minority shareholders of any Subsidiary of the Borrower; (i) pro rata to its holding in such Subsidiary and provided that all other shareholders of the relevant Subsidiary receive their equivalent pro rata share in any such dividend, charge, fee, distribution or interest payment at the same time; or (ii) in the case of minority shareholders of Assiut Cement Company on any basis (whether pro rata to its holding in such Subsidiary or otherwise), provided that the maximum aggregate amount distributed under this sub-paragraph (ii) must not exceed $25,000,000 (or its equivalent) from the date of the 2017 Facilities Agreement to the last Termination Date; or

(e) that is pursuant to any obligation or undertaking entered into by (i) Trinidad Cement Limited or any of its Subsidiaries prior to the date of the 2017 Facilities Agreement relating to an agreement with the union of Trinidad Cement Limited or that Subsidiary to provide shares in Trinidad Cement Limited or that Subsidiary to unionised employees of that company or (ii) Trinidad Cement or any of its Subsidiaries at any time after the date of the 2017 Facilities Agreement relating to an agreement with the union of Trinidad Cement or that Subsidiary to provide shares in Trinidad Cement or that Subsidiary to unionised employees of that company, provided that this sub-paragraph (ii) only relates to such obligations or undertakings that are entered into after the date of the 2017 Facilities Agreement that are no greater in scope than the obligations that had been taken on by Trinidad Cement Limited or any of its Subsidiaries in respect of the same subject matter prior to the date of the 2017 Facilities Agreement; or

(f) pursuant to a Permitted Share Buy-back.

"**Permitted Financial Indebtedness**" means:

(a) any Financial Indebtedness whatsoever incurred by an Obligor which Financial Indebtedness may, at the discretion of the Borrower, share in the Transaction Security; and

(b) any Financial Indebtedness incurred by a member of the Group which is not an Obligor:

(i) that is Existing Financial Indebtedness including any such Existing Financial Indebtedness to the extent that it is refinanced or replaced from time to time provided that the aggregate principal amount of such Financial Indebtedness does not increase above the principal amount outstanding as at the date of the 2017 Facilities Agreement (except as otherwise permitted or not restricted by the 2017 Facilities Agreement or by the amount of any capitalised interest under any facility or instrument that provided for capitalisation of interest on those terms as at the date of the 2017 Facilities Agreement);

(ii) that is owed to a member of the Group;

(iii) that constitutes a Permitted Securitisation;

(iv) arising under factoring arrangements, Inventory Financing arrangements or export credit facilities or any similar arrangements for the purchase of equipment (provided that any Security granted in relation to any such facility relates solely to equipment, the purchase of which was financed under such facility) or pursuant to sale and lease-back transactions provided that the maximum aggregate Financial Indebtedness of members of the Group which are not Obligors under such transactions does not exceed $500,000,000 at any time (disregarding, for the purpose of such limit, any amount of Financial Indebtedness of such members of the Group arising under such arrangements permitted under this paragraph (iv) and in place as at the date of the 2017 Facilities Agreement including any amounts under such Financial Indebtedness which has been repaid and reborrowed whether pursuant to the terms of the arrangement constituting such Financial Indebtedness when originally advanced or otherwise);

(v) incurred for the purposes of refinancing Financial Indebtedness of any member of the Group which is not an Obligor;

(vi) that becomes Financial Indebtedness solely as a result of any change in Applicable GAAP after the date of the 2017 Facilities Agreement and that existed prior to the date of such change in Applicable GAAP (or that replaces, and is on substantially the same terms as, such Financial Indebtedness);

(vii) of any person acquired by a member of the Group pursuant to a Permitted Acquisition provided that: (i) such Financial Indebtedness existed prior to the date of the acquisition and was not incurred, increased or extended in contemplation of, or since, the acquisition; and (ii) the aggregate amount of any such Financial Indebtedness of members of the Group which are not Obligors does not exceed $200,000,000 at any time;

(viii) under Treasury Transactions entered into in accordance with Clause 22.27 (*Treasury Transactions*) of the 2017 Facilities Agreement;

(ix) incurred pursuant to or in connection with any cash pooling or other cash management agreements in place with a bank or financial institution, but only to the extent of offsetting credit balances of a member of the Group which is not an Obligor pursuant to such cash pooling or other cash management arrangement;

(x) constituting Financial Indebtedness for taxes levied, assessments due and other governmental charges required to be paid as a matter of law or regulation in the ordinary course of trading;

(xi) that constitutes a Permitted Joint Venture;

(xii) that constitutes a Permitted Working Capital Facility;

(xiii) incurred by a member of the Caliza Group for the purposes of financing Caliza Expansion Capital in the amount of the Caliza Expansion Capital to be incurred (provided that the aggregate of all such Caliza Expansion Capital (other than any such amount that is funded from Relevant Proceeds) may not exceed the Caliza Expansion Capital Permitted Limit at any time);

(xiv) incurred by a member of the Centurion Group for the purposes of financing Centurion Expansion Capital in the amount of the Centurion Expansion Capital to be incurred (provided that the aggregate of all such Centurion Expansion Capital (other than any such amount that is funded from Relevant Proceeds) may not exceed the Centurion Expansion Capital Permitted Limit at any time);

(xv) not permitted by the preceding paragraphs or as a Permitted Transaction and the outstanding principal amount of which (when aggregated with the aggregate principal amount of any Financial Indebtedness of Obligors which is guaranteed by members of the Group which are not Obligors) does not exceed $500,000,000 (or its equivalent) in aggregate; and

(xvi) approved by the Agent acting on the instructions of the Majority Lenders,

provided that for the purposes of sub-paragraph (b) only, such Financial Indebtedness of members of the Group which are not Obligors shall not benefit from the Transaction Security but may be secured to the extent that any such Security or Quasi-Security put in place would constitute Permitted Security.

"**Permitted Fundraising**" means:

(a) any issuance of equity securities by the Borrower paid for in full in cash on issue (and, for the avoidance of doubt, such securities may be issued with an original issue discount) and not redeemable on or prior to the Termination Date and where such issue does not lead to a Change of Control; and

(b) any issuance of equity-linked securities issued by any member of the Group that are linked solely to, and result only in the issuance of, equity securities of the Borrower otherwise entitled to be issued under this definition (and that do not, for the avoidance of doubt, result in the issuance of any equity securities by such member of the Group) and that are paid for in full in cash on issue (and, for the avoidance of doubt, such securities may be issued with an original issue discount) and where such issue does not lead to a Change of Control (provided that such securities do not provide for the payment of interest in cash and are not redeemable on or prior to the Termination Date).

"**Permitted Fundraising Proceeds**" means the cash proceeds received by any member of the Group from a Permitted Fundraising.

"**Permitted Guarantee**" means:

(a) any guarantee or similar provided by an Obligor; and

(b) in relation to any member of the Group which is not an Obligor:

(i) any guarantee existing on the date of the 2017 Facilities Agreement;

(ii) the endorsement of negotiable instruments in the ordinary course of trade but excluding an *aval*;

(iii) any performance guarantee or Contingent Instrument guaranteeing performance by a member of the Group under any contract entered into in the ordinary course of trade;

(iv) any guarantee of a Joint Venture to the extent permitted by Clause 22.20 (*Joint ventures*) of the 2017 Facilities Agreement;

(v) any guarantee (including an *aval*) of Financial Indebtedness falling within the definition of Permitted Financial Indebtedness;

(vi) any guarantee given in respect of the netting or set-off arrangements permitted pursuant to paragraph (B) of the definition of Permitted Security;

(vii) any indemnity given in the ordinary course of business by any member of the Group which is not an Obligor in connection with its commercial or corporate activities, including but not limited to any Permitted Disposal, Permitted Acquisition, or any indemnity given to professional advisers on customary terms as part of the terms of their engagement;

(viii) any guarantee given by a member of the Group which is not an Obligor in respect of the obligations of another member of the Group which is not an Obligor;

(ix) any guarantee consented to by the Agent acting on behalf of the Majority Lenders;

(x) any guarantee given by a member of the Group in respect of obligations of a member of the Caliza Group or of the Centurion Group under Financial Indebtedness permitted to be incurred under paragraph (b)(xiii) or (b)(xiv), as applicable of the definition of Permitted Financial Indebtedness; and

(xi) any other guarantee that does not fall within paragraphs (i) to (x) above given by a member of the Group which is not an Obligor provided that at any time the aggregate principal amount guaranteed by all such guarantees does not exceed $500,000,000 (or its equivalent) (and provided further that (i) any performance bonds, banker's acceptances or guarantee, bonding, documentary or stand-by letter of credit facilities shall only be counted towards such limit to the extent that such performance bond, banker's acceptance, guarantee, bonding, documentary or stand-by letter of credit facility constitutes Debt and (ii) where such guarantee is to be given by a member of the Group that is not an Obligor in relation to Financial Indebtedness of an Obligor, such guarantee shall be considered as Financial Indebtedness for the purposes of paragraph (b)(xv) of the definition of Permitted Financial Indebtedness).

"**Permitted Joint Venture**" means any investment in any Joint Venture (by way of a subscription for shares in, loan to, guarantee in respect of the liabilities of or transfer of assets to that Joint Venture) where:

(a) such investment exists or a member of the Group is contractually committed to such investment at the date of the 2017 Facilities Agreement; or

(b) such investment is otherwise permitted under, or not restricted by, the 2017 Facilities Agreement (other than pursuant to paragraph (e) of the definition of "Permitted Acquisition," paragraph (b)(xi) of the definition of "Permitted Financial Indebtedness," paragraph (b)(iv) of the definition of "Permitted Guarantee," paragraph (c) of the definition of "Permitted Loan" or paragraph (i) of the definition of "Permitted Share Issue").

"**Permitted Loan**" means:

(a) any trade credit extended by any member of the Group to its customers on normal commercial terms and in the ordinary course of its trading activities;

(b) Financial Indebtedness which is referred to in the definition of, or otherwise constitutes, Permitted Financial Indebtedness (except under paragraph (b)(iii) of that definition);

(c) a loan made to a Joint Venture to the extent permitted under Clause 22.20 (Joint ventures) of the 2017 Facilities Agreement;

(d) a loan made by a member of the Group to another member of the Group;

(e) deferred consideration in relation to Disposals falling within the definition of Permitted Disposal;

(f) a loan made by a member of the Group to an employee or director of any member of the Group if the amount of that loan when aggregated with the amount of all loans to employees and directors by members of the Group does not exceed $15,000,000 (or its equivalent) at any time;

(g) any loan consented to by the Agent acting on the instructions of the Majority Lenders;

(h) a loan arising as a result of an advance payment of Capital Expenditure made in the ordinary course of trading where such Capital Expenditure is permitted under the 2017 Facilities Agreement;

(i) any credit extended by way of receipt by a member of the Group of promissory notes in exchange for supplying materials or services for use in Mexican public works projects as long as the aggregate principal amount of the Financial Indebtedness under such loan(s) does not exceed $100,000,000 (or its equivalent) at any time; and

(j) any other loan(s) as long as the aggregate principal amount of the Financial Indebtedness under any such loan(s) does not exceed $250,000,000 (or its equivalent) at any time.

"**Permitted Put/Call Proceeds**" means any cash or other assets arising out of or in connection with any Permitted Put/Call Transaction, including, but not limited to, any settlement, disposal, transfer, assignment, close-out or other termination of such Permitted Put/Call Transaction.

"**Permitted Put/Call Transaction**" means any call option, call spread, capped call transaction, put option, put spread, capped put transaction or any combination of the foregoing and/or any other Treasury Transaction or transactions having a similar effect to any of the foregoing, in each case entered into, sold or purchased not for speculative purposes but for the purposes of managing specific risks or exposures associated with any issuance of Relevant Convertible/Exchangeable Obligations.

"**Permitted Reorganisation**" means, any intra-Group reorganisation (including any Reconstruction) provided that upon completion of each step in the Permitted Reorganisation the requirements of Clause 22.28 (*Transaction Security*) of the 2017 Facilities Agreement are satisfied, where relevant.

"**Permitted Securitisation**" means a transaction or series of related transactions providing for the securitisation of receivables and related assets by the Borrower or its Subsidiaries, including a sale at a discount, provided that (i) such receivables have been transferred, directly or indirectly, by the originator thereof to a person that is not a member of the Group in a manner that satisfies the requirements for an absolute conveyance (or, where the originator is organised in Mexico, a true sale), and not merely a pledge, under the laws and regulations of the jurisdiction in which such originator is organised; and (ii) except for customary representations, warranties, covenants and indemnities, such sale, transfer or other securitisation is carried out on a non-recourse basis or on a basis where recovery is limited solely to the collection of the relevant receivables (other than where such recourse or recovery is required pursuant to Article 122a of the Capital Requirements Directive of the European Parliament and of the Council of the European Union (as introduced by Directive 2009/111/EC of 16 September 2009, amending Directives 2006/48/EC, 2006/49/EC and 2007/64/EC) (as further amended or replaced from time to time, including, without limitation, by virtue of Articles 404 to 410 of Regulation (EU) No 575/2013 of the European Parliament and of the Council of 26 June 2013 on prudential requirements for credit institutions and investment firms) and any relevant implementing legislation or pursuant to any analogous laws or regulations in any jurisdiction (the "**Relevant Legislation**")).

"**Permitted Security**" means the following Security and Quasi-Security:

(A) Security for taxes, assessments and other governmental charges the payment of which is being contested in good faith by appropriate proceedings promptly initiated and diligently conducted and for which such reserves or other appropriate provision, if any, as shall be required by Applicable GAAP of the Borrower shall have been made;

(B) Security granted pursuant to or in connection with any netting or set-off arrangements entered into in the ordinary course of trading (including, for the avoidance of doubt, any cash pooling or cash management arrangements in place with a bank or financial institution falling within paragraph (b)(ix) of the definition of Permitted Financial Indebtedness or any similar Financial Indebtedness incurred by an Obligor);

(C) statutory liens of landlords and liens of carriers, warehousemen, mechanics and materialmen incurred in the ordinary course of business for sums not yet due or the payment of which is being contested in good faith by appropriate proceedings promptly initiated and diligently conducted and for which such reserves or other appropriate provision, if any, as shall be required by Applicable GAAP of the Borrower shall have been made;

(D) liens incurred or deposits made in the ordinary course of business in connection with (1) workers' compensation, unemployment insurance and other types of social security, or (2) other insurance maintained by the Group in accordance with Clause 22.10 (*Insurance*) of the 2017 Facilities Agreement;

(E) any attachment or judgment lien, unless the judgment it secures shall not, within 60 days after the entry thereof, have been discharged or execution thereof stayed pending appeal, or shall not have been discharged within 60 days after the expiration of any such stay;

(F) Security and Quasi-Security existing as at 30 June 2017 as described in Schedule 11 (*Existing Security and Quasi-Security*) of the 2017 Facilities Agreement and any equivalent Security and Quasi-Security in relation to any Financial Indebtedness that is refinancing or replacing any Financial Indebtedness over which Security or Quasi-Security is in place described in Schedule 11 (*Existing Security and Quasi-Security*) of the 2017 Facilities Agreement provided that the principal amount secured thereby is not increased (save that principal amounts secured by Security or Quasi-Security in respect of:

(1) Treasury Transactions where there are fluctuations in the mark-to-market exposures of those Treasury Transactions; and

(2) Financial Indebtedness where principal may increase by virtue of capitalisation of interest,

may be increased by the amount of such fluctuations or capitalisations, as the case may be);

(G) any Security or Quasi-Security permitted by the Agent, acting on the instructions of the Majority Lenders;

(H) any Security created or deemed created pursuant to a Permitted Securitisation;

(I) any Security or Quasi-Security granted in connection with any Treasury Transaction, excluding any Treasury Transaction described in Schedule 11 (*Existing Security and Quasi-Security*) of the 2017 Facilities Agreement, that constitutes Permitted Financial Indebtedness provided that the aggregate value of the assets that are the subject of such Security or Quasi-Security does not exceed $200,000,000 (or its equivalent in other currencies) at any time;

(J) Security or Quasi-Security granted or arising over receivables, inventory, plant or equipment that fall within paragraph (b) (iv) of the definition of Permitted Financial Indebtedness or any similar Financial Indebtedness incurred by an Obligor;

(K) the Transaction Security including, for the avoidance of doubt, any sharing in the Transaction Security referred to in paragraph (a) of the definition of Permitted Financial Indebtedness;

(L) any Security or Quasi-Security over bank accounts arising under clause 24 or clause 25 of the general terms and conditions (*algemene bankvoorwaarden*) of any member of the Dutch Bankers' Association (*Nederlandse Vereniging van Banken*);

(M) any Security or Quasi-Security that is created or deemed created on shares of the Borrower or, as the case may be, Caliza, Centurion or, as applicable, any member of the Trinidad Cement Group, pursuant to an obligation in respect of an Executive Compensation Plan by virtue of such shares being held on trust for the holders of the convertible securities pending exercise of any conversion option, where such Quasi-Security is customary for such transaction;

(N)

(1) any Security or Quasi-Security granted over assets of the Caliza Group in connection with any Permitted Financial Indebtedness referred to in paragraph (b)(xiii) of that definition or any similar Financial Indebtedness incurred by an Obligor; or

(2) any Security or Quasi-Security granted over assets of the Centurion Group in connection with any Permitted Financial Indebtedness referred to in paragraph (b)(xiv) of that definition or any similar Financial Indebtedness incurred by an Obligor;

(O) in addition to the Security and Quasi-Security permitted by the foregoing paragraphs (A) to (N) (and (P) below), Security or Quasi-Security securing indebtedness of the Borrower and its Subsidiaries (taken as a whole) not in excess of $500,000,000; or

(P) Security or Quasi-Security granted in connection with or arising out of a Lease, provided that such Security or Quasi-Security is over the right to use the asset or equipment that is the subject of the Lease pursuant to the terms of the Lease, or the rights of the relevant member of the Group over the asset or equipment which is the subject of the Lease.

"**Permitted Share Buy-back**" means any acquisition or repurchase by the Borrower, directly or indirectly, of its own shares (or securities representing such shares), provided that the aggregate value of all shares (or securities representing such shares) acquired or repurchased by it pursuant to this definition does not exceed U.S.$500,000,000 (or its equivalent).

"**Permitted Share Issue**" means:

(a) a Permitted Fundraising;

(b) an issue of shares by a member of the Group which is a Subsidiary of the Borrower to another member of the Group (and, where the member of the Group has a minority shareholder, to that minority shareholder on a pro rata basis) where (if the existing shares of the Subsidiary are the subject of the Transaction Security) the newly-issued shares also become subject to the Transaction Security on the same terms;

(c) an issue of shares by the Borrower to comply with an obligation in respect of any Executive Compensation Plan of the Borrower;

(d) an issue of common equity securities of the Borrower or other equity-like instruments of the Borrower or any other member of the Group either (i) by the Borrower or (ii) to any member of the Group where the Borrower or that member of the Group has an obligation to deliver such shares or other equity-like instruments to a counterparty pursuant to the terms of any Permitted Put/Call Transaction or an obligation to deliver such shares or other equity-like instruments to the holder(s) of convertible or exchangeable securities comprising Financial Indebtedness permitted pursuant to, or not restricted by, Clause 22.6 (*Financial Indebtedness*) of the 2017 Facilities Agreement pursuant to the terms and conditions of such convertible or exchangeable securities (as amended from time to time);

(e) an issue of shares by Caliza, by Centurion or by any member of the Trinidad Cement Group to comply with an obligation in respect of any Executive Compensation Plan of Caliza, Centurion or any member of the Trinidad Cement Group, as applicable;

(f) an issue of shares by Caliza pursuant to a Caliza Transaction, an issue of shares by Centurion pursuant to a Centurion Transaction or an issue of shares by any member of the Trinidad Cement Group pursuant to a Trinidad Cement Group Transaction;

(g) any issue of shares by the Borrower, Caliza, Centurion or any member of the Trinidad Cement Group which comprise the consideration for a Permitted Acquisition;

(h) an issue of shares by any member of the Trinidad Cement Group pursuant to any commitments made by any member of the Trinidad Cement Group prior to the date of the 2017 Facilities Agreement provided that, in the case of Trinidad New HoldCo and any other successor company to such company in the role of holding company of the Borrower's interests in the Trinidad Cement Group, such commitments may be entered into after the date of the 2017 Facilities Agreement and shares so issued so long as the commitments to issue shares are no greater in scope than the obligations that have been taken on by Trinidad Cement Limited in respect of the issuance of its shares prior to the date of the 2017 Facilities Agreement;

(i) an issue of shares which constitutes a Permitted Joint Venture; and

(j) any issue of shares consented to by the Agent acting on the instructions of the Majority Lenders.

"**Permitted Transaction**" means:

(a) any disposal required, Financial Indebtedness incurred, guarantee, indemnity or Security given, or other transaction arising, under the Finance Documents;

(b) the solvent liquidation or reorganisation of any member of the Group which is not an Obligor so long as any payments or assets distributed as a result of such liquidation or reorganisation are distributed to other members of the Group (and, where the member of the Group has a minority shareholder, to that minority shareholder on a pro rata basis);

(c) any Permitted Reorganisation;

(d) transactions (other than (i) any sale, lease, license, transfer or other disposal and (ii) the granting or creation of Security or the incurring or permitting to subsist of Financial Indebtedness) conducted in the ordinary course of trading on arm's length terms;

(e) any guarantee arising under or as a result of, or pursuant to, the terms of a Lease; and

(f) any acquisition of (x) an asset that is subject to a Lease; or (y) a company (or shares or securities in a company) a business or undertaking (including where a Joint Venture arises) where the asset or assets that is or are the subject of the Lease is or are the only asset(s) owned by the relevant or underlying company, business or undertaking, in each case, pursuant to or as required by the terms of, a Lease.

"**Permitted Working Capital Basket**" has the meaning given to that term in the definition of Permitted Working Capital Facility.

"**Permitted Working Capital Facility**" means Financial Indebtedness of one or more members of the Group which are not Obligors under loan facilities, overdraft facilities, performance bonds, banker's acceptances, guarantee, bonding, documentary or stand-by letter of credit facilities, commercial paper, insurance premium financing and, in each case, other similar facilities or accommodation (in any case) for the financing of working capital of the Group or such members of the Group in an aggregate amount of no more than $900,000,000 (or its equivalent) (the "**Permitted Working Capital Basket**") provided that the Permitted Working Capital Basket shall only limit any such performance bond, banker's acceptance, guarantee, bonding, documentary or stand-by letter of credit facility to the extent that such performance bond, banker's acceptance, guarantee, bonding, documentary or stand-by letter of credit facility constitutes Debt.

"**Promissory Note**" means a dual column English and Spanish non-negotiable promissory note issued or to be issued by the Borrower and executed por aval by each of the Guarantors, substantially in the form set out in Part I (*Term Loans in Dollars Pagaré No Negociable / Non-Negotiable Promissory Note*) of the 2017 Facilities Agreement for Term Loans in dollars, Part II (*Loans in Dollars under the revolving loan Facility Pagaré No Negociable / Non-Negotiable Promissory Note*) of the 2017 Facilities Agreement, for Loans in dollars under the revolving loan Facility, Part III (*Term Loans in sterling Pagaré No Negociable / Non-Negotiable Promissory Note*) of the 2017 Facilities Agreement, for Term Loans in sterling and Part IV (*Term Loans in euro Pagaré No Negociable / Non-Negotiable Promissory Note*) of the 2017 Facilities Agreement for Term Loans in euro of Schedule 4 (*Form of Promissory Note*) of the 2017 Facilities Agreement.

"**Quarter Date**" means each of 31 March, 30 June, 30 September and 31 December.

"**Quasi-Security**" means an arrangement or transaction in which the Borrower or any Subsidiary:

(i) sells, transfers or otherwise disposes of any of its assets on terms whereby they are or may be leased to or re-acquired by an Obligor or any other member of the Group;

(ii) sells, transfers or otherwise disposes of any of its receivables on recourse terms;

(iii) enters into any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts; or

(iv) enters into any other preferential arrangement having a similar effect, in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness or of financing the acquisition of an asset.

"**Receiver**" means a receiver or receiver and manager or administrative receiver of the whole or any part of the Charged Property.

"**Reconstruction**" means any amalgamation, demerger, merger, *fusión*, *escisión* or other corporate reconstruction.

"**Reference Period**" means a period of four consecutive Financial Quarters.

"**Relevant Convertible/Exchangeable Obligations**" means: (a) any Financial Indebtedness incurred by any person the terms of which provide that satisfaction of the principal amount owing under such Financial Indebtedness (whether on or prior to its maturity and whether as a result of bankruptcy, liquidation or other default by such person or otherwise) shall occur solely by delivery of shares or common equity securities in the Borrower or any other member of the Group; and (b) any Financial Indebtedness under any Subordinated Optional Convertible Securities.

"**Relevant Proceeds**" means Caliza Proceeds, Centurion Proceeds, Disposal Proceeds, Permitted Fundraising Proceeds or Permitted Put/Call Proceeds.

"**Reserve**" means a reserve created by the Borrower (and any of its Subsidiaries).

"**Reserve Certificate**" means:

(a) for the purposes of paragraph (d)(i) of Clause 21.5 (*Reserve*) of the 2017 Facilities Agreement, a certificate signed by a Responsible Officer setting out the amount of proceeds from an incurrence of Permitted Financial Indebtedness that the Borrower (or any of its Subsidiaries) wishes to be applied to a Reserve in accordance with this Clause 21.5 (*Reserve*) of the 2017 Facilities Agreement and which has been actually credited to that Reserve; and

(b) for the purposes of paragraph (d)(ii) of Clause 21.5 (*Reserve*) of the 2017 Facilities Agreement, a certificate signed by a Responsible Officer setting out the amount of proceeds from an incurrence of Permitted Financial Indebtedness standing to the credit of a Reserve that the Borrower (or any of its Subsidiaries) wishes to be applied in repayment or prepayment of Financial Indebtedness as described in paragraph (a) above and which is so applied.

"**Resignation Letter**" means a document substantially in the form set out in Schedule 8 (*Form of Resignation Letter*) of the 2017 Facilities Agreement.

"**Responsible Officer**" means the Chief Financial Officer and/or Chief Controlling Officer of the Borrower or a person holding equivalent status (or higher).

"**S&P**" means Standard & Poor's Rating Services, a division of The McGraw-Hill Companies, Inc., or any successor thereto from time to time.

"**SEC**" means the U.S. Securities Exchange Commission and any successor thereto.

"**Secured Parties**" means each Finance Party from time to time to the 2017 Facilities Agreement and any Receiver or Delegate.

"**Security**" means a mortgage, charge, pledge, lien, security trust or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

"**Security Agent**" means Wilmington Trust (London) Limited as security agent of the Secured Parties.

"**Security Providers**" means the Original Security Providers and any Additional Security Provider other than any Original Security Provider or Additional Security Provider which has ceased to be a Security Provider pursuant to Clause 28.4 (*Resignation of a Security Provider*) of the 2017 Facilities Agreement and has not subsequently become an Additional Security Provider pursuant to Clause 28.2 (*Additional Guarantors and Additional Security Providers*) of the 2017 Facilities Agreement, and "**Security Provider**" means any of them.

"**Selection Notice**" means a notice substantially in the form set out in Part II of Schedule 3 (*Requests and Notices*) of the 2017 Facilities Agreement given in accordance with Clause 10 (*Interest Periods*) of the 2017 Facilities Agreement.

"**Spanish GAAP**" means the Spanish General Accounting Plan (*Plan general de contabilidad*) approved by Royal Decree 1514/2007 as in effect from time to time and consistent with those used in the preparation of the most recent audited financial statements referred to in Clause 20.1 (*Financial statements*) of the 2017 Facilities Agreement.

"**Subordinated Optional Convertible Securities**" means:

(a) The Existing Subordinated Convertible Notes; and

(b) any Financial Indebtedness incurred by any member of the Group the terms of which provide that such indebtedness is capable of optional conversion into equity securities or other equity-like instruments of the Borrower or any member of the Group and that repayment of principal and accrued but unpaid interest thereon is subordinated (under terms customary for an issuance of such Financial Indebtedness) to all senior Financial Indebtedness of the Borrower (including, but not limited to, the Facilities) except for: (A) indebtedness that states, or is issued under a deed, indenture, agreement or other instrument that states, that it is subordinated to or ranks equally with any Subordinated Optional Convertible Securities and (B) indebtedness between or among members of the Group provided that:

(i) If such Financial Indebtedness is being issued to refinance Existing Subordinated Convertible Notes (only) then:

(A) principal repayments in cash of such Financial Indebtedness shall:

1. not exceed in aggregate the amount of the fees, costs and expenses related to the refinancing of the Existing Subordinated Convertible Notes being refinanced plus the higher of (x) the nominal value of such Existing Subordinated Convertible Notes and (y) the market value of such Existing Subordinated Convertible Notes; and

2. if payable in cash in any instalments scheduled before (but excluding) the maturity date of the Existing Subordinated Convertible Notes being refinanced, such instalments are no greater in amount or sooner in time than provided for by the Existing Subordinated Convertible Notes being refinanced; or

(B) such Financial Indebtedness shall not have any scheduled principal repayments in cash until after the last Termination Date under the 2017 Facilities Agreement; and

(ii) in all other circumstances, such Financial Indebtedness shall not have any scheduled principal repayments in cash until after the last Termination Date under the 2017 Facilities Agreement.

"**Subsidiary**" means in relation to any company, partnership or corporation, a company, partnership or corporation:

(a) which is controlled, directly or indirectly, by the first mentioned company, partnership or corporation;

(b) in the case of a company or corporation, more than half the issued share capital of which is beneficially owned, directly or indirectly by the first mentioned company, partnership or corporation; or

(c) which is a Subsidiary of another Subsidiary of the first mentioned company, partnership or corporation,

and for this purpose, a company or corporation shall be treated as being controlled by another if that other company or corporation is able to direct its affairs and/or to control the composition of its board of directors or equivalent body.

"**TARGET2**" means the Trans-European Automated Real-time Gross Settlement Express Transfer payment system, which utilises a single shared platform and which was launched on 19 November 2007.

"**TARGET Day**" means any day on which TARGET2 is open for the settlement of payments in euro.

"**Term Loan**" means:

(a) a Facility A Loan;

(b) a Facility B Loan;

(c) a Facility C Loan;

(d) a Facility D1 Loan;

(e) a Facility E Loan;

(f) a Facility F Loan;

(g) a Facility G Loan;

(h) a Facility H Loan; or

(i) any term loan under any new term loan facility established in accordance with Clause 2.2 (*Accordion*) of the 2017 Facilities Agreement.

"**Termination Date**" means, in each case subject to Clause 38.3 (*Facility Change*) of the 2017 Facilities Agreement, (i) in relation to Facility A, Facility B, Facility C, Facility D1 and Facility D2, the date falling 60 Months after the date of the 2017 Facilities Agreement, (ii) in relation to Facility E, Facility F, Facility G and Facility H, the date falling 78 Months after the date of the 2017 Facilities Agreement, and (iii) in relation to any other Facility or Facilities granted pursuant to Clause 2.2 (*Accordion*) of the 2017 Facilities Agreement, the termination date in relation to that Facility or those Facilities (as applicable).

"**Total Commitments**" means the aggregate of the Total Facility A Commitments, Total Facility B Commitments, Total Facility C Commitments, Total Facility D1 Commitments, Total Facility D2 Commitments, Total Facility E Commitments, Total Facility F Commitments, Total Facility G Commitments, Total Facility H Commitments and any other commitments arising under any new facility established pursuant to Clause 2.2(*Accordion*) of the 2017 Facilities Agreement.

"**Total Facility A Commitments**" means the aggregate of the Facility A Commitments, being (i) $1,234,435,319.98 at the date of the 2017 Facilities Agreement, and (ii) $98,542,800.00 as at the 2019 Amendment Effective Date.

"**Total Facility B Commitments**" means the aggregate of the Facility B Commitments, being (i) €740,532,026.74 at the date of the 2017 Facilities Agreement, and (ii) €10,822,510.82 as at the 2019 Amendment Effective Date.

"**Total Facility C Commitments**" means the aggregate of the Facility C Commitments, being (i) £343,612,270.82 at the date of the 2017 Facilities Agreement, and (ii) £86,239,938.68 as at the 2019 Amendment Effective Date.

"**Total Facility D1 Commitments**" means the aggregate of the Facility D1 Commitments, being (i) $377,013,090.91 at the date of the 2017 Facilities Agreement, and (ii) $17,483,400.00 as at the 2019 Amendment Effective Date.

"**Total Facility D2 Commitments**" means the aggregate of the Facility D2 Commitments, being $1,134,994,890.95 at the date of the 2017 Facilities Agreement.

"**Total Facility E Commitments**" means the aggregate of the Facility E Commitments, being $1,135,892,519.98 as at the 2019 Amendment Effective Date.

"**Total Facility F Commitments**" means the aggregate of the Facility F Commitments, being €729,709,515.92 as at the 2019 Amendment Effective Date.

"**Total Facility G Commitments**" means the aggregate of the Facility G Commitments, being £257,372,332.14 as at the 2019 Amendment Effective Date.

"**Total Facility H Commitments**" means the aggregate of the Facility H Commitments, being $359,529,690.91 as at the 2019 Amendment Effective Date.

"**Transaction Security**" means the Security created or expressed to be created in favour of the Security Agent pursuant to the Transaction Security Documents.

"**Transaction Security Documents**" means the Mexican Security Trust Agreement, each of the documents listed as being a Transaction Security Document in paragraph 3 (*Transaction Security Documents*) of Part I of Schedule 2 (*Conditions Precedent*) of the 2017 Facilities Agreement and any document required to be delivered to the Agent under paragraph 3 (*Transaction Security Documents*) of Part II of Schedule 2 (*Conditions Precedent*) of the 2017 Facilities Agreement together with any other document entered into by any Obligor creating or expressed to create any Security over all or any part of its assets in respect of the obligations of any of the Obligors under any of the Finance Documents (and any other "Debt Documents" as defined in the Intercreditor Agreement).

"**Treasury Transactions**" means any derivatives, swap, forward, option or other similar transaction whatsoever.

"**Trinidad Cement**" means:

(a) from the date of the 2017 Facilities Agreement and until the Trinidad Cement Amalgamation Date, Trinidad Cement Limited; and

(b) on and from the date of the Trinidad Cement Amalgamation Date, Trinidad New HoldCo and any other successor company to such company in the role of holding company of the Borrower's interests in the Trinidad Cement Group at any time.

"**Trinidad Cement Amalgamation Date**" means the date on which the amalgamation and reorganisation relating to the Trinidad Cement Group as described in the 2019 Second Consent Request is effected (following relevant shareholder approvals).

"**Trinidad Cement Group**" means Trinidad Cement and its Subsidiaries for the time being.

"**Trinidad Cement Group Offering Option**" has the meaning given to such term in paragraph (b) of the definition of Trinidad Cement Group Transaction.

"**Trinidad Cement Group Transaction**" means:

(a) a Disposal by a member of the Group of any shares in any member of the Trinidad Cement Group to a person who is not a member of the Group; or

(b) an offering of shares in any member of the Trinidad Cement Group and including any put or other option (a "**Trinidad Cement Group Offering Option**") entered into with one or more financial institutions in respect of any share lending, over-allotment or other similar arrangement in connection with an offering of shares in any member of the Trinidad Cement Group provided that the exercise period for such put or other option shall be no longer than 30 days from the settlement date of the offering of shares in any member of the Trinidad Cement Group,

(in either case) whether by way of a single transaction or a series of transactions and which does not breach Clause 22.21 (*Disposals*) of the 2017 Facilities Agreement.

"**Trinidad New HoldCo**" means the holding company of the Borrower's interests in the Trinidad Cement Group as a result of the reorganisation and amalgamation described in the 2019 Second Consent Request.

"**Utilisation Request**" means a notice substantially in the form set out in Part I (*Utilisation Request*) of Schedule 3 (*Requests and Notices*) of the 2017 Facilities Agreement.

EXCLUSIVE PAPER FOR NOTARIAL DOCUMENTS

[Seals that are read on every other page:

12/2018
ANTONIO PÉREZ
COCA CRESPO
(NIHIL PRIUS
FIDE)
NOTARY OF MADRID

STAMP OF THE
STATE

STAMP:
0.15 €

ANTONIO PÉREZ-COCA
CRESPO
N o t a r y
C/ Monte Esquinza, 6
28010 MADRID
Tel.: 91 418 32 80 Fax.: 91
319 90 46]

[*Illegible initials on every other page]*

DEED OF ACCESSION TO THE PLEDGE OF SHARES OF CEMEX ESPAÑA, S.A. GRANTED BY THE ENTITIES "THE BANK OF NEW YORK MELLON" and "CEMEX ESPAÑA, S.A."

NUMBER ONE THOUSAND EIGHT HUNDRED EIGHTY-TWO.

In Madrid, my residence as of June fifth two thousand and twenty.

Before me, **ANTONIO PÉREZ-COCA CRESPO,** Notary Public of Madrid and of its Illustrious Bar,

APPEAR:

MRS. PALOMA JULIETA ÁLVAREZ-URÍA BERROS, of legal age, bank employee, with business address in Madrid-28003, at José Abascal St., number 45; with National Identity Document number 09427338-Y.

And.- MR. JUAN PELEGRÍ Y GIRÓN, of legal age, with domicile for these purposes in Madrid, at Hernández de Tejada St., number 1; with National Identity Document number 01489996-X.

INTERVENE:

The first, on behalf and representation of **THE BANK OF NEW YORK MELLON** (hereafter, the **"Bank")**, entity incorporated in accordance with the laws of the State of New York (United States of America), with registered office at 225 Liberty Street, New York, N.Y. 10286, United States of America, acting in turn in representation of and for the benefit of the holders of Senior Secured Notes for a maximum main aggregate amount of **ONE BILLION dollars (1,000,000,000.00 USD)**, at an interest rate of **7.375**%, with maturity in **2027**, subject to the assumptions of anticipated amortization that have been foreseen, issued under the bond issue agreement (Indenture), governed by the laws of the State of New York (United States of America), signed on June 5, 2020 by, among others, CEMEX, S.A.B. de C.V. a company incorporated in accordance with the laws of United Mexican States, as issuer, and The Bank of New York Mellon, as trustee (hereinafter, with its following amendments or novations, the **"Bond Issue")**.

Making use of the current power, as she affirms, conferred in her favor by deed granted before Notary Public of New York, Mr. Maximilian M. Rief, on June fourth, two thousand and twenty, photocopy of which has been shown to me and whose original, duly apostilled in accordance with the Hague Convention of October 5, 1961, which I will add to this present deed, through diligence, when it is delivered to me.

The second, on behalf and representing the Company **"CEMEX ESPAÑA, S.A."** (formerly COMPAÑÍA VALENCIANA DE CEMENTOS PÓRTLAND, S.A.) domiciled in Madrid, Hernández de Tejada st., 1; purpose of which is the Holding activity.

With Code CNAE 6420 "Activities of the Holding Company".

It was incorporated with an indefinite duration in deed authorized by the Notary who was from Valencia, Don Juan Bautista Roch Contelles, on April 30, 1917, adapted to the present legislation through deed authorized by the Notary of Valencia, Mr. Antonio Soto Bisquert on July 13, 1990; incorporation of which was REGISTERED in the Mercantile Registry of Valencia, to volume 122, book 28 of companies, section 3rd of anonymous, sheet 354, registration 1st; as to the adaptation it is registered in the aforementioned Registry, to volume 2,854, book 10, general section, folio sheet V2533, registration 165; also, the bylaws of the company were combined through another public instrument authorized by the Notary of Madrid, Mr. Antonio Francés y de Mateo on August 12, 1993, with order number 6,796, which caused the 200th registration.

Transferred the current address above, by deed authorized by the Notary of Valencia, Mr. Antonio Soto Bisquert, on June 29, 1995, with order number 1,489 of his notarial registry, and registered in the Mercantile Registry of Madrid, to volume 9743 and 9744, section 8th, of the Book of Companies, folio 1 and 166, sheet number M 156542, registrations 1st and 2nd.

Changed its name to the one it now holds, by agreement adopted by the General Board of Shareholders of the Company, in its meeting held on the twenty-fourth day of June, two thousand and two, registered as public instrument before my testimony, the same day, under order number 662 of its notarial registry, causing the 122th registration of the registry sheet.

It has Tax Identification Code (C.I.F.) number: A46004214 and CNAE Code number 6420 (holding companies).

The appearing party states that the data identifying the Company and, especially, its corporate purpose and domicile, have not varied from those established above.

It has Tax Identification Number: A-46.004.214.

Making use of the current powers, as he affirms were conferred in his favor by agreement adopted by the Board of Directors of the Company, at their meeting held on March thirty, two thousand and twenty, registered as public instrument through deed granted in presence of Notary of Madrid, Mr. Antonio Pérez-Coca Crespo, today, under the number 1872 of my notarial registry, as evidenced by authorized copy of the deed that I have at sight.

For the purposes set forth in article 98 of the Law 24/2001, and in accordance with the Resolution of the General Directorate of Registries and Notaries of April 12, 2002, I note that in my opinion, I consider the accredited representative powers sufficient to formalize this deed of accession pursuant to the terms that are indicated below.

REAL TITULARITY.- I, the Notary, state that I have complied with the obligation of identification of the real holder of the granting Entity that the Prevention of Money Laundering Law 10/2010 of April 28, imposes, whose manifestations are recorded in an authorized certificate before the Notary of Madrid, Mr. Antonio Pérez-Coca Crespo, the twenty-sixth day of February of two thousand and fifteen, under number 884 of order of my notarial registry. I have also consulted the Real Owners Database through the SIGNO platform and the representative of the company has stated hereby that the beneficial ownership shown in said platform is not correct, after which notification was made.-

The persons appearing before me have, in my opinion, the legal capacity and legitimate interest necessary for the granting of this **DEED OF ACCESSION TO THE POLICY OF PLEDGE OF SHARES OF CEMEX ESPAÑA, S.A.** and, for such purpose, in the representation they hold, and all the legal effects that may be applicable, they

STATE

I. That, in virtue of the agreement granted in the policy intervened by the Notary of Madrid, Mr. Rafael Monjo Carrio on November 8, 2012, with number 3,530 in Section A of his Registry Book, which has been extended several times, the last on April 9, 2019 through public deed granted before the Notary of Madid, Mr. Antonio Pérez-Coca Crespo, on said date with protocol number 1575 (hereinafter, the **"Pledge Policy"),** CEMEX, S.A.B. de C.V. and New Sunward Holding B.V. constituted certain real rights of Pledge (hereinafter, the **"Pledges")** over the shares of the company CEMEX España, S.A. of their ownership.

II. That, in accordance with the Contract of Relationship between Creditors (such as it is defined in the Pledge Policy), the creditors of the CEMEX group in virtue of bond issues such as the Issuance of Bonds will be considered as Creditors of Additional Bonds (Additional Notes Creditors) and, therefore, of Secured Parties pursuant to the terms provided for in the Contract of Relationship between Creditors and in the Pledge Policy, and they can get the benefit of the Pledges by adhering to the Pledge Policy in accordance with the provisions of Clause 16 therein.

III. That, in accordance with the provisions of Clause 16 of the Pledge Policy, the Secured Parties, in whose benefit the Agent of Guarantees acted, including the Bank, in its capacity as trustee of the bondholders of the Bond Issue, may adhere to the Pledge Policy and ratify their content, accepting the Pledges constituted in their favor as guarantee of the corresponding Secured Debentures, through the appearance before me.

Said accessions will be carried out through the granting of the corresponding deed or accession policy, and all the above without the need for new consent of the pledging agents or pledgee creditors, for having given their consent in advance in the Contract of Relationship between Creditors and in the Pledge Policy itself.

IV. That the Bank expressly states that the accession to which the Stipulations of this Deed refer to, is formalized as a mere instrument for the execution of the rights attributed to the Bank in the Pledge Policy, from which it causes, so that the payment obligations derived from the Bond Issue are guaranteed with a real right of pledge of first rank over the Shares (as defined in the Pledge Policy), concurrent with the remaining Pledges.

V. That in virtue of the above, the Bank wishes to grant This Deed of Accession (hereinafter, the "Deed") in accordance with the following

STIPULATIONS

FIRST.- ACCESSION TO THE PLEDGE POLICY.

By this Deed, the Bank adheres, ratifies and approves the Pledge Policy in all its contents, full content of which declares to know, giving therefore to such bestowal full value and legal effectiveness and accepting that the obligations of payment derived from the Bond Issue are guaranteed with a real right of pledge of first range over the Shares (as defined in Pledge Policy), concurrent with the remaining Pledges.

The Bank REQUIRES from me, the Notary, to **NOTIFY** this accession to **WILMINGTON TRUST (LONDON) LIMITED,** with address for these purposes at Third Floor, 1 King's Arms Yard, London, United Kingdom, EC2R 7AF (attention Sajada Afzal), in his capacity as Agent of Guarantees and I, the Notary, accept said requirement.

CEMEX España, S.A., appears in this act to the effects of being notified of this accession.

SECOND.- APPLICABLE LAW AND JURISDICTION.

2.1 This Deed is subject to the Spanish common law.

2.2 The Parties expressly submit to the jurisdiction and venue of the Courts and Tribunals of Madrid capital for all issues that may arise from the validity, interpretation, compliance and execution of this Deed.

PERSONAL DATA PROTECTION.- In accordance with the provisions of the General Regulations of European Data Protection, it is informed that the personal data of the appearing party will be treated by the authorizing Notary, whose contact data are contained in this document. The data will be treated in order to perform the duties inherent in the notarial activity and for customers' invoicing and management, therefore, such data will be kept during the terms provided for in the applicable rules and, as the case may be, while the relationship with the interested party may continue.

The basis for the treatment is the performance of the notary's public duties, which obligates that the data are provided to the Notary and would prevent his participation

otherwise. The communications provided for in the Public Administrations Law (*Ley a las Administraciones Públicas)* will be given and, where appropriate, to the Notary that succeeds the current one in the city. The appearing parties are entitled to request access to their personal data, rectification, cancellation, transferability thereof and the limitation of their treatment, as well as object to it. In virtue of any possible rights infringement, a claim may be filed at the Spanish Data Protection Agency (*Agencia Española de Protección dé Datos)*. If data of persons other than the appearing parties are provided, they should have been previously informed thereof in accordance with the provisions of article 14 of the General Regulations of European Data Protection (RGPD).

Said and granted.

And I, the Notary, hereby CERTIFY:

a.- That I know the parties.

b.- That the parties, in my opinion, have the capacity and are legitimized for the present bestowal.

c.- That the granting suits the legality and the free and duly informed will of those appearing.

d.- Having read this public instrument to the grantor, previously warned of their right to do it themselves, that they have exercised, and who affirm to have been duly informed of the full content thereof, to which they give their consent, all in accordance with Article 193 of the Notarial Regulations.

e.- That this public instrument is contained in seven folios of notarial paper, FC series numbers: 4498839 and the following six in order correlative, I, the Notary, certify.

Following are the signatures of the parties. - Signed. ANTONIO PÉREZ-COCA CRESPO. Initialed. Seal of the Notary's Office.

DILIGENCE.- I, ANTONIO PÉREZ-COCA CRESPO, Notary Public of Madrid and its Illustrious BAR, hereby issue this instrument to note that on its date, July thirty-one two thousand and twenty, I was given a copy of the power-of-attorney, typed on a double-column format, in Spanish and English languages, whose languages I, the Notary understand, which is specially granted for formalizing the deed purpose hereof, by Mrs. Loretta A. Lundberg and Mr. Bret Derman, as legal representatives of THE BANK OF NEW MELLON, before the Notary Public of New York, Mr. Bret S. Derman, on July four, two thousand and twenty.

The power is duly apostilled pursuant to The Hague Convention. And I, the Notary, for my knowledge of the legislation of the State of New York on this matter; for being granted before a Notary of said country; because the powers there and thus granted become effective in the same manner as in the country of origin, because the special powers are not registered in the Commercial Register of New York, because the Notary of New York verified the identity, legal capacity and compliance with all national formalities and because said act is valid according to the rules of private international law, in view of the purposes of article 36 of the Mortgage Regulations (*Reglamento Hipotecario)* and the Third Additional Provision of Law 15/2015 (*Disposición Adicional Tercera de la Ley 15/2015*) concerning Voluntary Jurisdiction, I consider the principle of equivalence of forms as fulfilled.

Having said power of attorney at sight, I attached it to this instrument as it forms an integral part of it, and I hereby declare that the powers conferred therein are sufficient and enough to grant this deed of accession of pledge.

And having nothing else to declare, I issue this instrument on this single sheet of notarial paper, I, the Notary, officially attest thereto. Signed. ANTONIO PÉREZ-COCA CRESPO. Initialed. Seal of the Notary's Office.

DILIGENCE.- That I, the Notary, put it in record that on August four, two thousand and twenty, I delivered it at the Post Office Branch located at office 2825494, E.O MINISTRY OF PUBLIC ADMINISTRATION, as Certificate and notice of receipt of a copy of the abovementioned certificate, and that the official in charge of the service has provided me with the receipt whose photocopy is attached.

This diligence is recorded after the deed upon which it is based, which I, the Notary, hereby certify.

In Madrid as of August four, two thousand and twenty. Signed. ANTONIO PÉREZ-COCA CRESPO. Initialed. Seal of the Notary's Office.

DILIGENCE.- On August twelve, two thousand and twenty, I obtained through telematic services of the postal website www.correos.es, the acknowledgment of receipt of the aforementioned diligence, in which the certificate appears as delivered on August ten, two thousand and twenty. A photocopy of said acknowledgement of receipt is attached to the main document.

This diligence is recorded after the previous one, which I, the Notary, hereby certify. In Madrid, as of August twelve, two thousand and twenty.

Signed. ANTONIO PÉREZ-COCA CRESPO. Initialed. Seal of the Notary's Office.

ENCLOSED DOCUMENTS FOLLOW

Exhibit 4.21

Execution Version

CEMEX, S.A.B. de C.V.,

THE NOTE GUARANTORS PARTY HERETO

AND

THE BANK OF NEW YORK MELLON,

AS TRUSTEE

5.200% SENIOR SECURED NOTES DUE 2030 INDENTURE

(U.S.$ Denominated Notes)

Dated as of September 17, 2020

TABLE OF CONTENTS

INDENTURE, dated as of September 17, 2020, among CEMEX, S.A.B. de C.V., a publicly traded variable stock corporation (*sociedad anónima bursátil de capital variable*) organized under the laws of the United Mexican States (the "Issuer"), the guarantors listed on Schedule I hereto, as guarantors of the Issuer's obligations under this Indenture and the Notes and The Bank of New York Mellon, as trustee (the "Trustee").

Each party agrees as follows for the benefit of the other parties and for the equal and ratable benefit of the Holders of the Issuer's 5.200% Senior Secured Notes due 2030 issued hereunder.

ARTICLE I

DEFINITIONS AND INCORPORATION BY REFERENCE

Section 1.1 Definitions.

"2017 Facilities Agreement" means the facilities agreement, dated as of July 19, 2017 (as amended or restated on April 2, 2019, November 4, 2019 and May 22, 2020), entered into among the Issuer and certain of its Subsidiaries, the financial institutions party thereto as original lenders, Citibank Europe PLC, UK Branch, as agent, and the Security Agent, as such agreement, in whole or in part, in one or more instances, may be amended, supplemented, waived or otherwise modified from time to time, and, if designated by the Issuer to be included in the definition of "2017 Facilities Agreement," such agreement as renewed, extended, substituted, refinanced, restructured or replaced (including, in each case, by means of one or more credit agreements, note purchase agreements or sales of debt securities to institutional investors whether with the original agents and lenders or otherwise and including, without limitation, any successive renewals, extensions, substitutions, refinancings, restructurings, replacements, supplementations or other modifications of the foregoing) and including, without limitation, to increase the amount of available borrowing thereunder or to add additional borrowers or guarantors or otherwise.

"2017 Facilities Agreement Indebtedness" means the Indebtedness that is subject to and outstanding under the 2017 Facilities Agreement.

"Acquired Indebtedness" means Indebtedness of a Person or any of its Subsidiaries existing at the time such Person becomes a Restricted Subsidiary or at the time it merges or consolidates with the Issuer or any of its Restricted Subsidiaries or is assumed in connection with the acquisition of assets from such Person. Such Indebtedness will be deemed to have been Incurred at the time such Person becomes a Restricted Subsidiary or at the time it merges or consolidates with the Issuer or a Restricted Subsidiary or at the time such Indebtedness is assumed in connection with the acquisition of assets from such Person.

"Acquired Subsidiary" means any Subsidiary acquired by the Issuer or any other Subsidiary after the Issue Date in an Acquisition, and any Subsidiaries of such Acquired Subsidiary on the date of such Acquisition.

"Acquiring Subsidiary" means any Subsidiary formed by the Issuer or one of its Subsidiaries solely for the purpose of participating as the acquiring party in any Acquisition, and any Subsidiaries of such Acquiring Subsidiary acquired in such Acquisition.

"Acquisition" means any merger, consolidation, acquisition or lease of assets, acquisition of securities or business combination or acquisition, or any two or more of such transactions, if, upon the completion of such transaction or transactions, the Issuer or any Restricted Subsidiary thereof has acquired an interest in any Person who would be deemed to be a Restricted Subsidiary under this Indenture and was not a Restricted Subsidiary prior thereto.

"Additional Amounts" has the meaning assigned to it in Section 3.21(b).

"Additional Note Certificate" has the meaning assigned to it in Section 2.14(b).

"Additional Note Guarantors" means New Sunward Holding B.V. and CEMEX Concretos, S.A. de C.V.

"Additional Note Supplemental Indenture" means a supplement to this Indenture duly executed and delivered by the Issuer, each Note Guarantor and the Trustee pursuant to Article IX providing for the issuance of Additional Notes.

"Additional Notes" has the meaning assigned to it in Section 2.14(a).

"Affiliate" means, with respect to any specified Person, any other Person who directly or indirectly through one or more intermediaries controls, or is controlled by, or is under common control with, such specified Person. The term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise. For purposes of this definition, the terms "controlling," "controlled by" and "under common control with" have correlative meanings.

"Affiliate Transaction" has the meaning assigned to it in Section 3.18(a).

"Agent Members" has the meaning assigned to it in Section 2.7(b).

"Agents" means, collectively, the Registrar, any co-Registrar, the Paying Agents, the Transfer Agent and any other agent appointed by the Issuer hereunder.

"Applicable Procedures" means, with respect to any transfer or exchange of or for beneficial interests in a Global Note, the rules and procedures of DTC, Euroclear and Clearstream, as the case may be, that apply to such transfer or exchange, including the "Operating Procedures of the Euroclear System" and "Terms and Conditions Governing Use of Euroclear" of Euroclear and the "General Terms and Conditions of Clearstream Banking" and "Customer Handbook" of Clearstream.

"Asset Sale" means any direct or indirect sale, disposition, issuance, conveyance, transfer, lease (other than an operating lease entered into in the ordinary course of business), assignment or other transfer, including a Sale and Leaseback Transaction (each, a "disposition") by the Issuer or any Restricted Subsidiary of:

(a) any Capital Stock other than Capital Stock of the Issuer; or

(b) any property or assets (other than cash, Cash Equivalents or Capital Stock) of the Issuer or any Restricted Subsidiary;

Notwithstanding the preceding, the following will not be deemed to be Asset Sales:

(1) the disposition of all or substantially all of the assets of the Issuer and its Restricted Subsidiaries as permitted under Section 3.12;

(2) any disposition of equipment that is not usable or is obsolete or worn out equipment in the ordinary course of business or any disposition of inventory or goods (or other assets) held for sale or no longer used in the ordinary course of business;

(3) dispositions of assets with a Fair Market Value not to exceed U.S.$25.0 million in a single transaction or series of related transactions;

(4) for purposes of Section 3.12 only, the making or disposition of a Permitted Investment or Restricted Payment permitted under Section 3.11;

(5) a disposition to the Issuer or a Restricted Subsidiary, including a Person that is or will become a Restricted Subsidiary immediately after the disposition;

(6) the creation of a Lien permitted under this Indenture (other than a deemed Lien in connection with a Sale and Leaseback Transaction);

(7) (i) the disposition of Receivables Assets pursuant to a Qualified Receivables Transaction and (ii) the disposition of other accounts receivable in the ordinary course of business;

(8) the disposition of any asset constituted by a license of intellectual property in the ordinary course of business;

(9) the disposition of inventory pursuant to an Inventory Financing or similar arrangement that is otherwise permitted under this Indenture;

(10) the disposition of any asset compulsorily acquired by a governmental authority; and

(11) sales, transfers and other dispositions of Investments in joint ventures to the extent required by, or made pursuant to, customary buy/sell arrangements between the joint venture parties set forth in joint venture arrangements and similar binding arrangements.

"Asset Sale Offer" has the meaning assigned to it in Section 3.12(c).

"Asset Sale Offer Amount" has the meaning assigned to it in Section 3.12(c).

"Asset Sale Offer Notice" means notice of an Asset Sale Offer made pursuant to Section 3.12, which shall state:

(1) the circumstances of the Asset Sale or Sales, the Net Cash Proceeds of which are included in the Asset Sale Offer, that an Asset Sale Offer is being made pursuant to Section 3.12(c), and that all Notes that are timely tendered will be accepted for payment;

(2) the Asset Sale Offer Amount and the Asset Sale Offer Payment Date, which date shall be a Business Day no earlier than 30 days nor later than 60 days from the date the Asset Sale Offer Notice is mailed (other than as may be required by law);

(3) that any Notes or portions thereof not tendered or accepted for payment will continue to accrue interest;

(4) that, unless the Issuer defaults in the payment of the Asset Sale Offer Amount with respect thereto, all Notes or portions thereof accepted for payment pursuant to the Asset Sale Offer shall cease to accrue interest from and after the Asset Sale Offer Payment Date;

(5) that any Holder electing to have any Notes or portions thereof purchased pursuant to the Asset Sale Offer will be required to surrender such Notes, with the form entitled "Option of Holder to Elect Purchase" on the reverse of such Notes completed, to the Paying Agent at the address specified in the notice prior to the close of business on the third Business Day preceding the Asset Sale Offer Payment Date;

(6) that any Holder shall be entitled to withdraw such election if the Paying Agent receives, not later than the close of business on the second Business Day preceding the Asset Sale Offer Payment Date, a facsimile transmission or letter, setting forth the name of the Holder, the principal amount of Notes delivered for purchase, and a statement that such Holder is withdrawing such Holder's election to have such Notes or portions thereof purchased pursuant to the Asset Sale Offer;

(7) that any Holder electing to have Notes purchased pursuant to the Asset Sale Offer must specify the principal amount that is being tendered for purchase, which principal amount must be U.S.$200,000 and in integral multiples of U.S.$1,000 in excess thereof;

(8) that any Holder of Certificated Notes whose Certificated Notes are being purchased only in part will be issued new Certificated Notes equal in principal amount to the unpurchased portion of the Certificated Note or Notes surrendered, which unpurchased portion will be equal in principal amount to U.S.$200,000 and in integral multiples of U.S.$1,000 in excess thereof;

(9) that the Trustee will return to the Holder of a Global Note that is being purchased in part, such Global Note with a notation on the schedule of increases or decreases thereof adjusting the principal amount thereof to be equal to the unpurchased portion of such Global Note; and

(10) any other information necessary to enable any Holder to tender Notes and to have such Notes purchased pursuant to Section 3.12.

"Asset Sale Offer Payment Date" has the meaning assigned to it in Section 3.12(f).

"Authenticating Agent" has the meaning assigned to it in Section 2.2(b).

"Authorized Agent" has the meaning assigned to it in Section 12.7(c).

"Bankruptcy Event of Default" means:

(1) the entry by a court of competent jurisdiction of: (i) a decree or order for relief in respect of any Bankruptcy Party in an involuntary case or proceeding under any Bankruptcy Law or (ii) a decree or order (A) adjudging any Bankruptcy Party a bankrupt or insolvent, in *concurso mercantil* or *quiebra*, (B) approving as properly filed a petition seeking reorganization, *concurso mercantil*, arrangement, adjustment or composition of, or in respect of, any Bankruptcy Party under any Bankruptcy Law, (C) appointing a Custodian of any Bankruptcy Party or of any substantial part of the property of any Bankruptcy Party, or (D) ordering the winding-up or liquidation of the affairs of any Bankruptcy Party, and in each case, the continuance of any such decree or order for relief or any such other decree or order unstayed and in effect for a period of 60 consecutive calendar days; or

(2) (i) the commencement by any Bankruptcy Party of a voluntary case or proceeding under any Bankruptcy Law or of any other case or proceeding to be adjudicated a bankrupt or insolvent, in *concurso mercantil* or *quiebra*, (ii) the consent by any Bankruptcy Party to the entry of a decree or order for relief in respect of such Bankruptcy Party in an involuntary case or proceeding under any Bankruptcy Law or to the commencement of any bankruptcy or insolvency case or proceeding against any Bankruptcy Party, (iii) the filing by any Bankruptcy Party of a petition or answer or consent seeking reorganization, *concurso mercantil*, or relief under any Bankruptcy Law, (iv) the consent by any Bankruptcy Party to the filing of such petition or to the appointment of or taking possession by a Custodian of any Bankruptcy Party or of any substantial part of the property of any Bankruptcy Party, (v) the making by any Bankruptcy Party of an assignment for the benefit of creditors, (vi) the admission by any Bankruptcy Party in writing of its inability to pay its debts generally as they become due, or (vii) the approval by stockholders of any Bankruptcy Party of any plan or proposal for the liquidation or dissolution of such Bankruptcy Party, or (viii) the taking of corporate action by any Bankruptcy Party in furtherance of any action referred to in clauses (i) –(vii) above.

"Bankruptcy Law" means Title 11, U.S. Code or any similar Federal, state or non-U.S. law for the relief of debtors, including the Mexican *Ley de Concursos Mercantiles and* Spanish Law 22/2003 of 9 July (*Ley 22/2003 de 9 de julio, Concursal*), as amended.

"Bankruptcy Party" means the Issuer and any Significant Subsidiary of the Issuer or group of Subsidiaries that, taken together would constitute a Significant Subsidiary of the Issuer.

"Board of Directors" means, as to any Person, the board of directors, management committee or similar governing body of such Person or any duly authorized committee thereof.

"Business Day" means any day that is not a Saturday, Sunday or other day on which commercial banks in New York City, Mexico City or London are authorized or required by law, regulation or other governmental action to remain closed; *provided that*, for purposes of payments to be made hereunder, a "Business Day" must also be a day on which the Trans-European Automated Real-time Gross Settlement Express Transfer system (TARGET2) is open for the settlement of payments.

"Capital Stock" means:

(1) with respect to any Person that is a corporation, any and all shares, interests, participations or other equivalents (however designated and whether or not voting) of corporate stock, including each class of Common Stock and Preferred Stock of such Person;

(2) with respect to any Person that is not a corporation, any and all partnership or other equity or ownership interests of such Person; and

(3) any warrants, rights or options to purchase any of the instruments or interests referred to in clause (1) or (2) above, but excluding any Convertible Indebtedness.

"Capitalized Lease Obligation" means, as to any Person, at the time any determination is to be made, the amount of the liability in respect of a capital lease that would at that time be required to be capitalized on a balance sheet prepared in accordance with GAAP; *provided* that, the amount of obligations attributable to any Capitalized Lease Obligations shall be the amount thereof accounted for as a liability in accordance with GAAP.

"Cash Equivalents" means:

(1) marketable direct obligations issued by, or unconditionally guaranteed by, the United States government, the United Kingdom or any member nation of the European Union or issued by any agency thereof and backed by the full faith and credit of the United States, the United Kingdom, such member nation of the European Union or any European Union central bank, in each case maturing within one year from the date of acquisition thereof;

(2) marketable direct obligations issued by the Mexican government, or issued by any agency thereof, including but not limited to, *Certificados de la Tesorería de la Federación* (Cetes) or *Bonos de Desarrollo del Gobierno Federal* (Bondes), in each case, issued by the government of Mexico and maturing not later than one year after the acquisition thereof;

(3) marketable direct obligations issued by any state of the United States of America or any political subdivision of any such state or any public instrumentality thereof maturing within one year from the date of acquisition thereof and, at the time of acquisition, having one of the two highest ratings obtainable from either S&P or Fitch or any successor thereto;

(4) commercial paper or corporate debt obligations maturing no more than one year from the date of creation thereof and, at the time of acquisition, having a rating of at least A-1 or AAA from S&P, at least F-1 or AAA from Fitch or P-1 or Aaa from Moody's;

(5) demand deposits, certificates of deposit, time deposits or bankers' acceptances or other short-term unsecured debt obligations (and any cash or deposits in transit in any of the foregoing) maturing within one year from the date of acquisition thereof issued by (a) any bank organized under the laws of the United States of America or any state thereof or the District of Columbia, the United Kingdom or any country of the European Union, (b) any U.S. branch of a non-U.S. bank having at the date of acquisition thereof combined capital and surplus of not less than U.S.$500.0 million, or (c) in the case of Mexican Peso deposits, any financial institution in good standing with Banco de México organized under the laws of Mexico;

(6) repurchase obligations with a term of not more than seven days for underlying securities of the types described in clause (1) and (2) above entered into with any bank meeting the qualifications specified in clause (5) above;

(7) investments in money market funds which invest substantially all of their assets in securities of the types described in clauses (1) through (6), (8) and (9);

(8) certificates of deposit issued by any of Nacional Financiera, S.N.C., Banco Nacional de Comercio Exterior, S.N.C., Banco Nacional de Obras y Servicios Públicos, S.N.C. or any other development bank controlled by the Mexican government;

(9) any other debt instrument rated "investment grade" (or the local equivalent thereof according to local criteria in a country in which the Issuer or a Restricted Subsidiary operates and in which local pensions are permitted by law to invest) with maturities of 12 months or less from the date of acquisition;

(10) Investments in mutual funds, managed by banks, with a local currency credit rating of at least MxAA by S&P or other equally reputable local rating agency, that invest principally in marketable direct obligations issued by the Mexican government, or issued by any agency or instrumentality thereof; and

(11) any other cash equivalent investments permitted by the Issuer's investment policy as such policy is in effect from time to time.

In the case of Investments by any Restricted Subsidiary, Cash Equivalents will also include (a) investments of the type and maturity described in clauses (1) through (11) of any Restricted Subsidiary outside of Mexico in the country in which such Restricted Subsidiary operates, which Investments or obligors (or the parents of such obligors) have ratings described in such clauses or equivalents ratings from comparable foreign rating agencies, (b) local currencies and other short-term investments utilized by Restricted Subsidiaries in accordance with normal investment practices for cash management in investments analogous to the foregoing investments in clauses (1) through (11) and in this paragraph and (c) investments of the type described in clauses (1) through (9) maturing within one year of the Issue Date.

"Certificated Note" means any Note issued in fully registered form, other than a Global Note, which shall be substantially in the form of Exhibit A hereto, with appropriate legends as specified in Section 2.8 and Exhibit A.

"Change of Control" means the beneficial ownership (within the meaning of Rule 13d-3 promulgated by the Commission under the Exchange Act) of twenty percent (20%) or more in voting power of the outstanding Voting Stock of the Issuer is acquired by any Person. Notwithstanding the foregoing, a transaction will not be deemed to constitute a Change of Control if (1) the Issuer becomes a direct or indirect Wholly Owned Subsidiary of a holding company and (2)(A) the direct or indirect holders of the Voting Stock of such holding company immediately following that transaction are substantially the same as the holders of the Issuer's Voting Stock immediately prior to that transaction or (B) immediately following that transaction no Person (other than a holding company satisfying the requirements of this sentence) has beneficial ownership of twenty percent (20%) or more in voting power of the Voting Stock of such holding company.

"Change of Control Notice" means notice of a Change of Control Offer made pursuant to Section 3.8, which notice shall state:

(1) that a Change of Control has occurred, the circumstances or events causing such Change of Control and that a Change of Control Offer is being made pursuant to Section 3.8, and that all Notes that are timely tendered will be accepted for payment;

(2) the Change of Control Payment, and the Change of Control Payment Date, which date shall be a Business Day no earlier than 30 calendar days nor later than 60 calendar days subsequent to the date such notice is mailed (other than as may be required by law);

(3) that any Notes or portions thereof not tendered or accepted for payment will continue to accrue interest;

(4) that, unless the Issuer defaults in the payment of the Change of Control Payment with respect thereto, all Notes or portions thereof accepted for payment pursuant to the Change of Control Offer shall cease to accrue interest from and after the Change of Control Payment Date;

(5) that any Holder electing to have any Notes or portions thereof purchased pursuant to a Change of Control Offer will be required to tender such Notes, with the form entitled "Option of Holder to Elect Purchase" on the reverse of such Notes completed, to the Paying Agent at the address specified in the notice prior to the close of business on the third Business Day preceding the Change of Control Payment Date;

(6) that any Holder shall be entitled to withdraw such election if the Paying Agent receives, not later than the close of business on the second Business Day preceding the Change of Control Payment Date, a facsimile transmission or letter, setting forth the name of the Holder, the principal amount of Notes delivered for purchase, and a statement that such Holder is withdrawing such Holder's election to have such Notes or portions thereof purchased pursuant to the Change of Control Offer;

(7) that any Holder electing to have Notes purchased pursuant to the Change of Control Offer must specify the principal amount that is being tendered for purchase, which principal amount must be U.S.$200,000 and in integral multiples of U.S.$1,000 in excess thereof;

(8) that any Holder of Certificated Notes whose Certificated Notes are being purchased only in part will be issued new Certificated Notes equal in principal amount to the unpurchased portion of the Certificated Note or Notes surrendered, which unpurchased portion will be equal in principal amount to U.S.$200,000 and in integral multiples of U.S.$1,000 in excess thereof; that the Trustee will return to the Holder of a Global Note that is being purchased in part, such Global Note with a notation on Schedule A thereof adjusting the principal amount thereof to be equal to the unpurchased portion of such Global Note; and

(9) any other information necessary to enable any Holder to tender Notes and to have such Notes purchased pursuant to Section 3.8(b).

"Change of Control Offer" has the meaning assigned to it in Section 3.8(b).

"Change of Control Payment" has the meaning assigned to it in Section 3.8(a).

"Change of Control Payment Date" has the meaning assigned to it in Section 3.8(b).

"Clearstream" means Clearstream Banking, *société anonyme*, or the successor to its securities clearance and settlement operations.

"Code" means the Internal Revenue Code of 1986, as amended.

"Collateral" means "Transaction Security" as defined in the Intercreditor Agreement from time to time.

"Commission" means the U.S. Securities and Exchange Commission.

"Commodity Price Purchase Agreement" means, in respect of any Person, any forward contract, commodity swap agreement, commodity option agreement or other similar agreement or arrangement designed to protect such Person from fluctuations in commodity prices.

"Common Stock" of any Person means any and all shares, interests or other participations in, and other equivalents (however designated and whether voting or non-voting) of such Person's common equity interests, whether outstanding on the Issue Date or issued after the Issue Date, and includes, without limitation, all series and classes of such common equity interests. For the avoidance of doubt, "Common Stock" of the Issuer will be deemed to include the Issuer's American Depositary Receipts.

"Compensation Related Hedging Obligations" means (i) the obligations of any Person pursuant to any equity option contract, equity forward contract, equity swap, warrant, rights or other similar agreement designed to hedge risks or obligations relating to employee, director or consultant compensation, pension, benefits or similar activities of the Issuer and/or any of its Subsidiaries and (ii) the obligations of any Person pursuant to any agreement that requires another Person to make payments or deliveries that are otherwise required to be made by the first Person relating to employee, director or consultant compensation, pension, benefits or similar activities of the Issuer and/or any of its Subsidiaries, in each case in the ordinary course of business.

"Consolidated Adjusted EBITDA" means, for any Person for any period, Consolidated Net Income for such Person for such period, plus the following, without duplication, to the extent deducted or added in calculating such Consolidated Net Income:

(1) Consolidated Income Tax Expense for such Person for such period;

(2) Consolidated Interest Expense for such Person for such period net of consolidated interest income for such period;

(3) Consolidated Non-cash Charges for such Person for such period;

(4) the amount of any nonrecurring restructuring charge or reserve deducted in such period in computing Consolidated Net Income;

(5) the net effect on income or loss in respect of Hedging Obligations or other derivative instruments, which shall include, for the avoidance of doubt, all amounts not excluded from Consolidated Net Income pursuant to the proviso in clause (9) thereof;

(6) net income of such Person attributable to minority interests in Subsidiaries of such Person; and

(7) the amount of "run-rate" cost savings, synergies and operating expense reductions related to restructurings, cost savings initiatives or other initiatives that are projected by the Issuer in good faith to result from actions either taken or with respect to which substantial steps have been taken or are expected to be taken within 18 months after the end of such period, calculated as though such cost savings, synergies and operating expense reductions had been realized on the first day of such period and net of the amount of actual benefits received during such period from such actions; *provided* that (A) any such pro forma adjustments in respect of such cost savings, synergies and operating expense reductions shall not exceed 15% of Consolidated Adjusted EBITDA (prior to giving effect to such pro forma adjustment) for the Four Quarter Period, (B) such cost savings, synergies and operating expenses are reasonably identifiable, expected and factually supportable in the good faith judgment of the Issuer and (C) no cost savings or synergies shall be added pursuant to this clause (7) to the extent duplicative of any expenses or charges otherwise added to Consolidated Adjusted EBITDA, whether through a pro forma adjustment or otherwise, for such period; for purposes of this clause (7) "run rate" means the full recurring benefit that is associated with any action taken or with respect to which substantial steps have been taken or are expected to be taken, whether prior to or following the Issue Date;

less (x) all non-cash credits and gains increasing Consolidated Net Income for such Person for such period and (y) all cash payments made by such Person and its Restricted Subsidiaries during such period relating to Consolidated Non-cash Charges that were added back in determining Consolidated Adjusted EBITDA in any prior period.

"Consolidated Fixed Charge Coverage Ratio" means, for any Person as of any date of determination (the "Fixed Charge Calculation Date"), the ratio of the aggregate amount of Consolidated Adjusted EBITDA of such Person for the four most recent full fiscal quarters for which financial statements are available ending prior to the date of such determination (the "Four Quarter Period") to Consolidated Fixed Charges for such Person for such Four Quarter Period. For purposes of making the computation referred to above, Material Acquisitions and Material Dispositions (as determined in accordance with GAAP) that have been made by the Issuer or any of its Restricted Subsidiaries during the Four Quarter Period or subsequent to such Four Quarter Period and on or prior to or simultaneously with the Fixed Charge Calculation Date shall be calculated on a *pro forma* basis assuming that all such Material Acquisitions and Material Dispositions (and the change in any associated fixed charge obligations and the change in Consolidated Adjusted EBITDA resulting therefrom) had occurred on the first day of the Four Quarter Period. If since the beginning of such period any Person that subsequently became a Restricted Subsidiary or was merged with or into the Issuer or any of its Restricted Subsidiaries since the beginning of such period shall have made any Material Acquisition or Material Disposition that would have required adjustment pursuant to this definition, then the Consolidated Fixed Charge Coverage Ratio shall be calculated giving *pro forma* effect thereto.

For purposes of this definition, whenever *pro forma* effect is to be given to a Material Acquisition or Material Disposition and the amount of income or earnings relating thereto or with respect to other *pro forma* calculations under this definition, such *pro forma* calculations shall be made in good faith by a responsible financial or accounting officer of the Issuer. If any Indebtedness bears a floating rate of interest and is being given *pro forma* effect, the interest on such Indebtedness shall be calculated as if the rate in effect on the Fixed Charge Calculation Date had been the applicable rate for the entire period (taking into account any Hedging Obligations applicable to such Indebtedness). Interest on a Capitalized Lease Obligation shall be deemed to accrue at an interest rate reasonably determined by a responsible financial or accounting officer of the Issuer to be the rate of interest implicit in such Capitalized Lease Obligation in accordance with GAAP. For purposes of making the computation referred to above, interest on any Indebtedness under a revolving credit facility computed on a *pro forma* basis shall be computed based upon the average daily balance of such Indebtedness during the applicable period except as set forth in the first paragraph of this definition. Interest on Indebtedness that may optionally be determined at an interest rate based upon a factor of a prime or similar rate, a eurocurrency interbank offered rate, or other rate, shall be deemed to have been based upon the rate actually chosen, or, if none, then based upon such optional rate chosen as the Issuer may designate.

Furthermore, in calculating "Consolidated Fixed Charges" for purposes of determining the denominator (but not the numerator) of this "Consolidated Fixed Charge Coverage Ratio,"

(a) interest on outstanding Indebtedness determined on a fluctuating basis as of the date of determination and which will continue to be so determined thereafter will be deemed to have accrued at a fixed rate per annum equal to the rate of interest on such Indebtedness in effect on such date of determination;

(b) if interest on any Indebtedness actually Incurred on such date of determination may optionally be determined at an interest rate based upon a factor of a prime or similar rate, a eurocurrency interbank offered rate, or other rates, then the interest rate in effect on such date of determination will be deemed to have been in effect during the Four Quarter Period; and

(c) notwithstanding clause (a) above, interest on Indebtedness determined on a fluctuating basis, to the extent such interest is covered by Hedging Obligations, will be deemed to accrue at the rate per annum resulting after giving effect to the operation of such agreements.

"Consolidated Fixed Charges" means, for any Person for any period, the sum, without duplication, of:

(1) Consolidated Interest Expense for such Person for such period, plus

(2) to the extent not included in (1) above, payments during such period in respect of the financing costs of financial derivatives in the form of equity swaps, plus

(3) the product of:

(a) the amount of all cash and non-cash dividend payments on any series of Preferred Stock or Disqualified Capital Stock of such Person (other than dividends paid in Qualified Capital Stock) or any Subsidiary of such Person (Restricted Subsidiary in the case of the Issuer) paid, accrued or scheduled to be paid or accrued during such period, excluding dividend payments on Preferred Stock or Disqualified Capital Stock paid, accrued or scheduled to be paid to such Person or another Subsidiary (Restricted Subsidiary in the case of the Issuer), times

(b) a fraction, the numerator of which is one and the denominator of which is one minus the then current effective tax rate of such Person in its principal taxpaying jurisdiction (Mexico, in the case of the Issuer), expressed as a decimal.

"Consolidated Income Tax Expense" means, with respect to any Person for any period, the provision for federal, state and local income and asset taxes payable, including current and deferred taxes, by such Person and its Subsidiaries (Restricted Subsidiaries in the case of the Issuer) for such period as determined on a consolidated basis in accordance with GAAP.

"Consolidated Interest Expense" means, for any Person for any period, the sum of, without duplication determined on a consolidated basis in accordance with GAAP:

(1) the aggregate of cash and non-cash interest expense of such Person and its Subsidiaries (Restricted Subsidiaries in the case of the Issuer) for such period determined on a consolidated basis in accordance with GAAP, including, without limitation the following for such Person and its Subsidiaries (Restricted Subsidiaries in the case of the Issuer) whether or not interest expense in accordance with GAAP:

(a) any amortization or accretion of debt discount or any interest paid on Indebtedness of such Person and its Subsidiaries (Restricted Subsidiaries in the case of the Issuer) in the form of additional Indebtedness,

(b) any amortization of deferred financing costs; *provided*, that any such amortization resulting from costs incurred prior to the Issue Date shall be excluded for the calculation of Consolidated Interest Expense,

(c) the net costs under Hedging Obligations relating to Indebtedness (including amortization of fees but excluding foreign exchange adjustments on the notional amounts of the Hedging Obligations),

(d) all capitalized interest,

(e) the interest portion of any deferred payment obligation,

(f) commissions, discounts and other fees and charges Incurred in respect of letters of credit or bankers' acceptances or in connection with sales or other dispositions of accounts receivable and related assets,

(g) any interest expense on Indebtedness of another Person that is Guaranteed by such Person or one of its Subsidiaries (Restricted Subsidiary in the case of the Issuer) or secured by a Lien on the assets of such Person or one of its Subsidiaries (Restricted Subsidiaries in the case of the Issuer), whether or not such Guarantee or Lien is called upon, and

(h) any interest accrued in respect of Indebtedness without a maturity date; and

(2) the interest component of Capitalized Lease Obligations paid, accrued and/or scheduled to be paid or accrued by such Person and its Subsidiaries (Restricted Subsidiaries in the case of the Issuer) during such period.

"Consolidated Leverage Ratio" shall have the meaning set forth in Exhibit E hereto.

"Consolidated Net Income" means, with respect to any Person for any period, the aggregate net income (or loss) of such Person and its Subsidiaries for such period on a consolidated basis (after deducting (i) the portion of such net income attributable to minority interests in Subsidiaries of such Person and (ii) any interest paid or accrued in respect of Indebtedness without a maturity date), determined in accordance with GAAP; *provided*, that there shall be excluded therefrom:

(1) net after-tax gains and losses from Asset Sale transactions or abandonments or reserves relating thereto;

(2) net after-tax items classified as extraordinary gains or losses;

(3) the net income (but not loss) of any Subsidiary of such Person (or in the case of the Issuer, any Subsidiary of the Issuer other than a Note Guarantor) to the extent that a corresponding amount could not be distributed to such Person at the date of determination as a result of any restriction pursuant to the constituent documents of such Subsidiary (or in the case of the Issuer, any Subsidiary of the Issuer other than a Note Guarantor) or any law, regulation, agreement or judgment applicable to any such distribution; *provided* that, to the extent that any such net income was so excluded in a prior period, it shall be added to Consolidated Net Income for purposes of this definition in a subsequent period to the extent that such restrictions cease to apply;

(4) any net income (loss) of any Person (other than the Issuer) if such Person is not a Restricted Subsidiary, except that the aggregate amount of cash distributed by such Person during such period to the Issuer or a Restricted Subsidiary as a dividend or other distribution (subject, in the case of a dividend or other distribution to a Restricted Subsidiary, to the limitations contained in this clause) shall be included in such Consolidated Net Income;

(5) [Reserved];

(6) any restoration to income of any contingency reserve, except to the extent that provision for such reserve was made out of Consolidated Net Income accrued at any time after December 31, 2016;

(7) any net after-tax gain (or loss) from foreign exchange translation or change in net monetary position;

(8) any gain (or loss) from the cumulative effect of changes in accounting principles; and

(9) any net after-tax gain or loss (after any offset) resulting in such period from Hedging Obligations or other derivative instruments; *provided*, that the net effect on income or loss (including in any prior periods) shall be included upon any termination or early extinguishment of such Hedging Obligations or other derivative instrument, other than any Hedging Obligations with respect to Indebtedness (that is not itself a Hedging Obligation) that are extinguished concurrently with the termination or other prepayment of such Indebtedness.

"Consolidated Non-cash Charges" means, for any Person for any period, the aggregate depreciation, amortization (including amortization of goodwill and other Intangible Assets) and other non-cash expenses or losses of such Person and its Subsidiaries (Restricted Subsidiaries in the case of the Issuer) for such period, determined on a consolidated basis in accordance with GAAP (excluding any such charge which constitutes an accrual of or a reserve for cash charges for any future period or the amortization of a prepaid cash expense paid in a prior period).

"Consolidated Tangible Assets" means, for any Person at any time, the total consolidated assets of such Person and its Subsidiaries (Restricted Subsidiaries in the case of the Issuer) as set forth on the balance sheet as of the most recent fiscal quarter of such Person, prepared in accordance with GAAP, less Intangible Assets.

"Convertible Indebtedness" means any Indebtedness the terms of which provide for conversion into, or exchange for, Common Stock of the Issuer, cash in lieu thereof and/or a combination of Common Stock of the Issuer and cash in lieu thereof.

"Corporate Trust Office" means the principal office of the Trustee at which at any time its corporate trust business shall be administered, which office at the date hereof is located at 240 Greenwich Street, Floor 7 East, New York, New York 10286, Attention: International Corporate Trust, or such other address as the Trustee may designate from time to time by notice to the Holders and the Issuer.

"Covenant Defeasance" has the meaning assigned to it in Section 8.1(c).

"Covenant Suspension Event" has the meaning assigned to it in Section 3.22(b).

"Currency Agreement" means, in respect of any Person, any foreign exchange contract, currency swap agreement or other similar agreement as to which such Person is a party designed to hedge foreign currency risk of such Person.

"Custodian" means any receiver, trustee, *conciliador*, assignee, liquidator, sequestrator or similar official under any Bankruptcy Law.

"Default" means an event or condition the occurrence of which is, or with the lapse of time or the giving of notice or both would be, an Event of Default.

"Defaulted Interest" has the meaning assigned to it in Section 2.13 and Section 1, paragraph 2 of the Form of Reverse Side of Note contained in Exhibit A hereto.

"Designated Non-cash Consideration" means the Fair Market Value of non-cash consideration received by the Issuer or a Restricted Subsidiary in connection with an Asset Sale that is so designated as Designated Non-cash Consideration pursuant to an Officer's Certificate setting forth the basis of such valuation.

"Designation" has the meaning assigned to it in Section 3.14(a).

"Designation Amount" has the meaning assigned to it in clause (ii) of Section 3.14(a).

"disposition" means, with respect to any property, any sale, lease, Sale and Leaseback Transaction, assignment, conveyance, transfer or other disposition thereof.

"Disqualified Capital Stock" means that portion of any Capital Stock which, by its terms (or by the terms of any security into which it is convertible or for which it is exchangeable at the option of the Holder thereof), or upon the happening of any event, matures or is mandatorily redeemable, pursuant to a sinking fund obligation or otherwise, or is redeemable at the sole option of the Holder thereof, in any case, on or prior to the 91st day after the final maturity date of the Notes, but excluding with respect to Mexican companies, any shares of such Mexican company that are part of the variable portion of its Capital Stock and that are redeemable under the Mexican General Law of Business Corporations (*Ley General de Sociedades Mercantiles*).

"Distribution Compliance Period" means, in respect of any Regulation S Global Note (or Certificated Note issued in respect thereof pursuant to Section 2.7(c)), the 40 consecutive days beginning on and including the later of (a) the day on which any Notes represented thereby are offered to persons other than distributors (as defined in Regulation S) pursuant to Regulation S or (b) the issue date for such Notes.

"DTC" means The Depository Trust Company, its nominees and their respective successors and assigns, or such other depositary institution hereinafter appointed by the Issuer that is a clearing agency registered under the Exchange Act.

"Equity Derivative Agreement" means any equity derivative agreement referencing the Common Stock of the Issuer entered into in connection with any Convertible Indebtedness, including, but not limited to, any bond hedge, warrant or capped call agreement.

"Equity Offering" has the meaning assigned to it in Section 5 of the Form of Reverse Side of Note contained in Exhibit A hereto.

"Euroclear" means Euroclear Bank S.A./N.V., as operator of the Euroclear System, N.V., or its successor in such capacity.

"Event of Default" has the meaning assigned to it in Section 6.1.

"Exchange Act" means the Securities Exchange Act of 1934, as amended, or any successor statute or statutes thereto.

"Existing Senior Notes" means the U.S. Dollar-Denominated 6.000% Senior Secured Notes due 2024 guaranteed by the Issuer, the U.S. Dollar-Denominated 5.700% Senior Secured Notes due 2025 issued by the Issuer, the U.S. Dollar-Denominated 6.125% Senior Secured Notes due 2025 issued by the Issuer, the U.S. Dollar-Denominated 7.750% Senior Secured Notes due 2026 issued by the Issuer, the Euro-denominated 4.625% Senior Secured Notes due 2024 guaranteed by the Issuer, the Euro-denominated 2.750% Senior Secured Notes due 2024 issued by the Issuer, the Euro-denominated 3.125% Senior Secured Notes due 2026 issued by the Issuer, the U.S. Dollar-Denominated 5.450% Senior Secured Notes due 2029 issued by the Issuer, and the U.S. Dollar-Denominated 7.375% Senior Secured Notes due 2027 issued by the Issuer.

"Fair Market Value" means, with respect to any asset, the price (after taking into account any liabilities relating to such assets) which could be negotiated in an arm's-length free market transaction, for cash, between a willing seller and a willing and able buyer, neither of which is under any compulsion to complete the transaction. Fair Market Value shall be determined, except as otherwise provided, by the Issuer in good faith.

"Fitch" means Fitch Ratings and any successor to its rating agency business.

"Four Quarter Period" has the meaning assigned to it in the definition of "Consolidated Fixed Charge Coverage Ratio" above.

"Free Reserves Available for Distribution" has the meaning assigned to it in Section 10.6(c).

"French Note Guarantor" has the meaning assigned to it in Section 10.5(a).

"GAAP" means IFRS as in effect on April 24, 2019. At any time, and from time to time, after the Issue Date, the Issuer may elect to apply IFRS as in effect at such time in lieu of GAAP and, upon any such election, references herein to GAAP shall thereafter be construed to mean IFRS as in effect on the date of such election; *provided*, that any such election, once made, shall be irrevocable. The Issuer shall give notice of any such election to the Trustee.

"Global Note" means any Note issued in fully registered form to DTC (or its nominee), as depositary for the beneficial owners thereof, which shall be substantially in the form of Exhibit A, with appropriate legends as specified in Section 2.8 and Exhibit A hereto.

"Guarantee" means any obligation, contingent or otherwise, of any Person directly or indirectly guaranteeing any Indebtedness of any other Person:

(1) to purchase or pay, or advance or supply funds for the purchase or payment of, such Indebtedness of such other Person, whether arising by virtue of partnership arrangements, or by agreement to keep-well, to purchase assets, goods, securities or services, to take-or-pay, or to maintain financial statement conditions or otherwise, or

(2) entered into for purposes of assuring in any other manner the obligee of such Indebtedness of the payment thereof or to protect such obligee against loss in respect thereof, in whole or in part,

provided, that "Guarantee" will not include endorsements for collection or deposit in the ordinary course of business. "Guarantee" used as a verb has a corresponding meaning.

"Guaranteed Obligations" has the meaning assigned to it in Section 10.1(a).

"Hedging Agreement" means any Interest Rate Agreement, Currency Agreement, Commodity Price Purchase Agreement, Transportation Agreement, or Equity Derivative Agreement (or any combination thereof), in each case, not entered into for speculative purposes.

"Hedging Obligations" means the obligations of any Person pursuant to any Hedging Agreement.

"Holder" means the Person in whose name a Note is registered in the Note Register.

"IFRS" means the International Financial Reporting Standards as issued by the International Accounting Standards Board.

"Incur" means, with respect to any Indebtedness or other obligation of any Person, to create, issue, incur (including by conversion, exchange or otherwise), assume, Guarantee or otherwise become liable in respect of such Indebtedness or other obligation on the balance sheet of such Person (and "Incurrence," "Incurred" and "Incurring" will have meanings correlative to the preceding).

"Indebtedness" means with respect to any Person, without duplication:

(1) the principal amount (or, if less, the accreted value) of all obligations of such Person for borrowed money;

(2) the principal amount (or, if less, the accreted value) of all obligations of such Person evidenced by bonds, debentures, notes or other similar instruments, including any perpetual bonds, debenture notes or similar instruments without regard to maturity date;

(3) all Capitalized Lease Obligations of such Person;

(4) all obligations of such Person issued or assumed as the deferred purchase price of property, all conditional sale obligations and all payment obligations under any title retention agreement (but excluding trade accounts payable and other accrued liabilities accounted for as current liabilities (in accordance with GAAP) arising in the ordinary course of business) to the extent of any reimbursement obligations in respect thereof;

(5) reimbursement obligations with respect to letters of credit, banker's acceptances or similar credit transactions;

(6) Guarantees and other contingent obligations of such Person in respect of Indebtedness referred to in clauses (1) through (5) above and clauses (8) through (10) below;

(7) all Indebtedness of any other Person of the type referred to in clauses (1) through (6) which is secured by any Lien on any property or asset of the first Person, the amount of such Indebtedness being deemed to be the lesser of the Fair Market Value of such property or asset or the amount of the Indebtedness so secured;

(8) all obligations under Hedging Agreements or other derivatives of such Person;

(9) all liabilities (contingent or otherwise) of such Person in connection with a sale or other disposition of accounts receivable and related assets (not including Qualified Receivables Transactions), irrespective of their treatment under GAAP or IFRS; and

(10) all Disqualified Capital Stock issued by such Person with the amount of Indebtedness represented by such Disqualified Capital Stock being equal to the greater of its voluntary or involuntary liquidation preference and its maximum fixed repurchase price, but excluding accrued dividends, if any; *provided*, that:

(a) if the Disqualified Capital Stock does not have a fixed repurchase price, such maximum fixed repurchase price will be calculated in accordance with the terms of the Disqualified Capital Stock as if the Disqualified Capital Stock were purchased on any date on which Indebtedness will be required to be determined pursuant to this Indenture, and

(b) if the maximum fixed repurchase price is based upon, or measured by, the fair market value of the Disqualified Capital Stock, the fair market value will be the Fair Market Value thereof.

"Indenture" means this Indenture as amended or supplemented from time to time, including the Schedule and Exhibits hereto.

"Intangible Assets" means with respect to any Person all unamortized debt discount and expense, unamortized deferred charges, goodwill, patents, trademarks, service marks, trade names, copyrights and all other items which would be treated as intangibles on the consolidated balance sheet of such Person prepared in accordance with GAAP.

"Intercreditor Agreement" means the intercreditor agreement, dated as of September 17, 2012, as amended on October 31, 2014 and July 23, 2015 and as further amended and restated on July 19, 2017, entered into among the Issuer and certain of its Subsidiaries named therein, the financial institutions and noteholders party thereto, Citibank Europe PLC, UK Branch, as facility agent, and the Security Agent, as such agreement may be amended, modified or waived from time to time.

"Interest Payment Date" means the stated due date of an installment of interest on the Notes as specified in the Form of Face of Note contained in Exhibit A hereto.

"Interest Rate Agreement" of any Person means any interest rate protection agreement (including, without limitation, interest rate swaps, caps, floors, collars, derivative instruments and similar agreements) and/or other types of hedging agreements designed to hedge interest rate risk of such Person.

"Inventory Financing" means a financing arrangement pursuant to which the Issuer or any of its Restricted Subsidiaries sells inventory to a bank or other institution (or a special purpose vehicle or partnership incorporated or established by or on behalf of such bank or other institution or an Affiliate of such bank or other institution) and has an obligation to repurchase such inventory to the extent that it is not sold to a third party within a specified period.

"Investment" means, with respect to any Person, any (1) direct or indirect loan, advance or other extension of credit (including, without limitation, a Guarantee) to any other Person, (2) capital contribution (by means of any transfer of cash or other property to others or any payment for property or services for the account or use of others) to any other Person, or (3) purchase or acquisition by such Person of any Capital Stock, bonds, notes, debentures or other securities or evidences of Indebtedness issued by any other Person. "Investment" will exclude accounts receivable, extensions of credit in connection with supplier or customer financings consistent with industry or past practice, advance payment of capital expenditures arising in the ordinary course of business, deposits arising in the ordinary course of business and transactions (other than (i) any sale, lease, license, transfer or other disposal and (ii) the granting or creation of a Lien or the Incurring or permitting to subsist of Indebtedness) conducted in the ordinary course of business on arm's-length terms.

For purposes of Section 3.11, the Issuer will be deemed to have made an "Investment" in an Unrestricted Subsidiary at the time of its Designation, which will be valued at the Fair Market Value of the sum of the net assets of such Unrestricted Subsidiary multiplied by the percentage equity ownership of the Issuer and its Restricted Subsidiaries in such designated Unrestricted Subsidiary at the time of its Designation and the amount of any Indebtedness of such Unrestricted Subsidiary or owed to the Issuer or any Restricted Subsidiary immediately following such Designation. Any property transferred to or from an Unrestricted Subsidiary will be valued at its Fair Market Value at the time of such transfer. If the Issuer or any Restricted Subsidiary sells or otherwise disposes of any Capital Stock of a Restricted Subsidiary (including any issuance and sale of Capital Stock by a Restricted Subsidiary) such that, after giving effect to any such sale or disposition, such Restricted Subsidiary would cease to be a Subsidiary of the Issuer, the Issuer will be deemed to have made an Investment on the date of any such sale or disposition equal to sum of the Fair Market Value of the Capital Stock of such former Restricted Subsidiary held by the Issuer or any Restricted Subsidiary immediately following such sale or other disposition and the amount of any Indebtedness of such former Restricted Subsidiary Guaranteed by the Issuer or any Restricted Subsidiary or owed to the Issuer or any other Restricted Subsidiary immediately following such sale or other disposition. The acquisition by the Issuer or any Restricted Subsidiary of the Issuer of a Person that holds an Investment in a third Person will be deemed to be an Investment by the Issuer or such Restricted Subsidiary in such third Person in an amount equal to the Fair Market Value of the Investments held by the acquired Person in such third Person. Except as otherwise provided in this Indenture, the amount of an Investment will be determined at the time the Investment is made without giving effect to subsequent changes in value.

"Investment Grade Rating" means a rating equal to or higher than BBB- (or the equivalent) by Fitch, Baa3 (or the equivalent) by Moody's and BBB- (or the equivalent) by S&P.

"Investment Return" means, in respect of any Investment (other than a Permitted Investment) made after the Issue Date by the Issuer or any Restricted Subsidiary:

(1) the cash proceeds received by the Issuer upon the sale, liquidation or repayment of such Investment or, in the case of a Guarantee, the amount of the Guarantee upon the unconditional release of the Issuer and its Restricted Subsidiaries in full, less any payments previously made by the Issuer or any Restricted Subsidiary in respect of such Guarantee;

(2) in the case of the Revocation of the Designation of an Unrestricted Subsidiary, an amount equal to the lesser of:

(a) the Issuer's Investment in such Unrestricted Subsidiary at the time of such Revocation;

(b) that portion of the Fair Market Value of the net assets of such Unrestricted Subsidiary at the time of Revocation that is proportionate to the Issuer's equity interest in such Unrestricted Subsidiary at the time of Revocation; and

(c) the Designation Amount with respect to such Unrestricted Subsidiary upon its Designation which was treated as a Restricted Payment;

(3) in the event the Issuer or any Restricted Subsidiary makes any Investment in a Person that, as a result of or in connection with such Investment, becomes a Restricted Subsidiary, the existing Investment of the Issuer and its Restricted Subsidiaries in such Person,

in the case of each of (1), (2) and (3), up to the amount of such Investment that was treated as a Restricted Payment under Section 3.11 less the amount of any previous Investment Return in respect of such Investment.

"Issue Date" means the first date of issuance of Notes under this Indenture and following a Partial Covenant Suspension Event or a Covenant Suspension Event, except under "*Optional Redemption for Changes in Withholding Taxes*" under clause (5) in Exhibit A hereto and Section 3.22, the most recent Partial Covenant Reversion Date or Reversion Date, as applicable.

"Issue Date Notes" means the U.S.$1,000,000,000 aggregate principal amount of Notes originally issued on the Issue Date, and any replacement Notes issued therefor in accordance with this Indenture.

"Issuer" means the party named as such in the introductory paragraph to this Indenture and its successors and assigns.

"Issuer Order" has the meaning assigned to it in Section 2.2(c).

"Legal Defeasance" has the meaning assigned to it in Section 8.1(b).

"Legal Holiday" has the meaning assigned to it in Section 12.6.

"Lien" means, with respect to any asset, any mortgage, lien, pledge, charge, security interest or encumbrance of any kind in respect of such asset. The Issuer or any Restricted Subsidiary shall be deemed to own, subject to a Lien, any asset that it has acquired or holds subject to the interest of a vendor or lessor under any conditional sale agreement, Capitalized Lease Obligations or other title retention lease relating to such asset, or any account receivable transferred by it with recourse (including any such transfer subject to a holdback or similar arrangement that effectively imposes the risk of collectability on the transferor).

"Make-Whole Amount" has the meaning assigned to it in the Form of Reverse Side of Note contained in Exhibit A hereto.

"Material Acquisition" means:

(1) an Investment by the Issuer or any Restricted Subsidiary in any other Person pursuant to which such Person will become a Restricted Subsidiary, or will be merged with or into the Issuer or any Restricted Subsidiary;

(2) the acquisition by the Issuer or any Restricted Subsidiary of the assets of any Person (other than a Subsidiary of the Issuer) which constitute all or substantially all of the assets of such Person or comprises any division or line of business of such Person or any other properties or assets of such Person other than in the ordinary course of business; or

(3) any Revocation with respect to an Unrestricted Subsidiary;

in each case which involves an Investment, Designation or payment of consideration in excess of U.S.$50.0 million (or the equivalent in other currencies).

"Material Disposition" means any Asset Sale and, whether or not constituting an Asset Sale, (1) any sale or other disposition of Capital Stock, (2) any Designation with respect to an Unrestricted Subsidiary and (3) any sale or other disposition of property or assets excluded from the definition of Asset Sale by clause (4) of that definition, in each case which involves an Investment, Designation or payment of consideration in excess of U.S.$50.0 million (or the equivalent in other currencies).

"Maturity Date" means September 17, 2030.

"Moody's" means Moody's Investors Service, Inc. and any successor to its rating agency business.

"Net Cash Proceeds" means, with respect to any Asset Sale, the proceeds in the form of cash or Cash Equivalents, including payments in respect of deferred payment obligations when received in the form of cash or Cash Equivalents received by the Issuer or any of its Restricted Subsidiaries from such Asset Sale, net of:

(1) reasonable out-of-pocket expenses and fees relating to such Asset Sale (including, without limitation, legal, accounting and investment banking fees and sales commissions);

(2) taxes paid or payable in respect of such Asset Sale after taking into account any reduction in consolidated tax liability due to available tax credits or deductions and any tax sharing arrangements;

(3) repayment of Indebtedness secured by a Lien permitted under this Indenture that is required to be repaid in connection with such Asset Sale; and

(4) appropriate amounts to be provided by the Issuer or any Restricted Subsidiary, as the case may be, as a reserve, in accordance with GAAP, against any liabilities associated with such Asset Sale and retained by the Issuer or any Restricted Subsidiary, as the case may be, after such Asset Sale, including, without limitation, pension and other post-employment benefit liabilities, liabilities related to environmental matters and liabilities under any indemnification obligations associated with such Asset Sale, but excluding any reserves with respect to Indebtedness.

"New York Business Day" means any day that is not a Saturday, Sunday or other day on which commercial banks in New York City are authorized or required by law, regulation or other governmental action to remain closed.

"Non-U.S. Person" means a person who is not a U.S. person, as defined in Regulation S.

"Note Custodian" means the custodian with respect to any Global Note appointed by DTC, or any successor Person thereto, and shall initially be the Trustee.

"Note Guarantee" means any guarantee of the Issuer's Obligations under this Indenture and the Notes by any Note Guarantor pursuant to Article X.

"Note Guarantors" means (i) each of the Issuer's Restricted Subsidiaries that executes this Indenture as a Note Guarantor or an Additional Note Guarantor and (ii) each of the Issuer's Restricted Subsidiaries that in the future executes a supplemental indenture in which such Restricted Subsidiary agrees to be bound by the terms of this Indenture as a Note Guarantor, and their respective successors and assigns; provided, that any Person constituting a Note Guarantor as described above shall cease to constitute a Note Guarantor when its respective Note Guarantee is released in accordance with the terms of this Indenture.

"Note Register" has the meaning assigned to it in Section 2.3(a).

"Notes" means any of the Issuer's 5.200% Senior Secured Notes due 2030, issued and authenticated pursuant to this Indenture.

"Obligations" means, with respect to any Indebtedness, any principal, interest (including, without limitation, Post-Petition Interest), penalties, fees, indemnifications, reimbursements, damages, and other liabilities payable under the documentation governing such Indebtedness, including, in the case of the Notes, the Note Guarantees and this Indenture.

"Officer" means, when used in connection with any action to be taken by the Issuer or a Note Guarantor, as the case may be, the Chairman of the Board, the Chief Executive Officer, the President, the Chief Financial Officer, any Vice President, the Treasurer, the Controller, the Secretary or an attorney-in-fact of the Issuer or such Note Guarantor, as the case may be.

"Officer's Certificate" means a certificate signed on behalf of a Person by an Officer of such Person, who must be the principal executive officer, the principal financial officer, the treasurer, the Vice President – Corporate Finance, the principal accounting officer or an attorney-in-fact of such Person, that meets the requirements set forth in this Indenture.

"Opinion of Counsel" means a written opinion of counsel, who may be an employee of or counsel for the Issuer or any Note Guarantor, and who shall be reasonably acceptable to the Trustee.

"Outstanding" means, as of the date of determination, all Notes theretofore authenticated and delivered under this Indenture, *except*:

(1) Notes theretofore canceled by the Trustee or delivered to the Trustee for cancellation;

(2) Notes, or portions thereof, for the payment, redemption or, in the case of an Asset Sale Offer or Change of Control Offer, purchase of which, money in the necessary amount has been theretofore deposited with the Trustee or any Paying Agent (other than the Issuer or an Affiliate of the Issuer) in trust or set aside and segregated in trust by the Issuer or an Affiliate of the Issuer (if the Issuer or such Affiliate is acting as the Paying Agent) for the Holders of such Notes; *provided*, that if Notes (or portions thereof) are to be redeemed or purchased, notice of such redemption or purchase has been duly given pursuant to this Indenture or provision therefor satisfactory to the Trustee has been made;

(3) Notes which have been surrendered pursuant to Section 2.9 or Notes in exchange for which or in lieu of which other Notes have been authenticated and delivered pursuant to this Indenture, other than any such Notes in respect of which there shall have been presented to the Trustee proof satisfactory to it that such Notes are held by a protected purchaser in whose hands such Notes are valid obligations of the Issuer; and

(4) solely to the extent provided in Article VIII, Notes which are subject to Legal Defeasance or Covenant Defeasance as provided in Article VIII;

provided, however, that in determining whether the Holders of the requisite aggregate principal amount of the Outstanding Notes have given any request, demand, authorization, direction, notice, consent or waiver hereunder, Notes owned by the Issuer, a Note Guarantor or any other obligor upon the Notes or any Affiliate of the Issuer or of such other obligor shall be disregarded and deemed not to be Outstanding, except that, in determining whether the Trustee shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Notes which a Trust Officer of the Trustee actually knows to be so owned shall be so disregarded. Notes so owned which have been pledged in good faith may be regarded as Outstanding if the pledgee establishes to the satisfaction of the Trustee the pledgee's right so to act with respect to such Notes and that the pledgee is not the Issuer or any other obligor upon the Notes or any Affiliate of the Issuer or of such other obligor.

"Partial Covenant Reversion Date" has the meaning set forth under Section 3.22(e).

"Partial Covenant Suspension Date" has the meaning set forth under Section 3.22(c).

"Partial Covenant Suspension Event" has the meaning set forth under Section 3.22(a).

"Partial Suspended Covenants" has the meaning set forth under Section 3.22(a).

"Partial Suspension Period" has the meaning set forth under Section 3.22(e).

"Paying Agent" has the meaning assigned to it in Section 2.3(a)

"Permitted Asset Swap Transaction" means a transaction consisting substantially of the concurrent (i) disposition by the Issuer or any of its Restricted Subsidiaries of any asset, property or cash consideration (other than a Restricted Subsidiary) in exchange for assets, property or cash consideration transferred to the Issuer or a Restricted Subsidiary, to be used in a Permitted Business or (ii) disposition by the Issuer or any of its Restricted Subsidiaries of Capital Stock of a Restricted Subsidiary in exchange for Capital Stock of another Restricted Subsidiary or of Capital Stock of any Person that becomes a Restricted Subsidiary after giving effect to such transaction; *provided*, that any cash or Cash Equivalents received in such a transaction shall constitute Net Cash Proceeds to be applied in accordance with Section 3.12.

"Permitted Business" means the business or businesses conducted by the Issuer and its Restricted Subsidiaries as of the Issue Date and any business ancillary, complementary or related thereto or any other business that would not constitute a substantial change to the general nature of its business from that carried on as of the Issue Date.

"Permitted Indebtedness" has the meaning set forth in Section 3.9(b).

"Permitted Investments" means:

(1) Investments by the Issuer or any Restricted Subsidiary in any Person that is, or that result in any Person becoming, immediately after such Investment, a Restricted Subsidiary or constituting a merger or consolidation of such Person into the Issuer or with or into a Restricted Subsidiary;

(2) any Investment in the Issuer;

(3) Investments in cash and Cash Equivalents;

(4) any extension, modification or renewal of any Investments existing as of the Issue Date (but not Investments involving additional advances, contributions or other investments of cash or property or other increases thereof, other than as a result of the accrual or accretion of interest or original issue discount or payment-in-kind pursuant to the terms of such Investment as of the Issue Date);

(5) Investments permitted pursuant to clause (ii), (vi) or (vii) of Section 3.18(b);

(6) Investments received as a result of the bankruptcy or reorganization of any Person or taken in settlement of or other resolution of claims or disputes, and, in each case, extensions, modifications and renewals thereof;

(7) Investments made by the Issuer or its Restricted Subsidiaries as a result of non-cash consideration permitted to be received in connection with an Asset Sale made in compliance with Section 3.12;

(8) Investments in the form of Compensation Related Hedging Obligations permitted under clause (iv) of Section 3.9(b) or under any Hedging Agreement;

(9) Investments in existence on the Issue Date or made pursuant to binding commitments in effect on the Issue Date or any Investment consisting of any extension, modification or renewal of any Investment existing on the Issue Date; *provided*, that the amount of any such Investment may be increased (a) as required by the terms of such Investment as in existence on the Issue Date or (b) as otherwise permitted by this Indenture;

(10) Investments by the Issuer or any Restricted Subsidiary in a Receivables Entity in connection with a Qualified Receivables Transaction which does not constitute an Asset Sale by virtue of clause (7) of the definition thereof; *provided*, *however*, that any such Investments are made only in the form of Receivables Assets;

(11) Investments in marketable securities or instruments, to fund the Issuer's or a Restricted Subsidiary's pension and other employee-related obligations in the ordinary course of business pursuant to compensation arrangements approved by the Board of Directors or senior management of the Issuer;

(12) any Investment that:

(a) when taken together with all other Investments made pursuant to this clause (12) that are at the time outstanding (and, if the Issuer so elects, net of cash benefits to the Issuer or a Restricted Subsidiary from Investments pursuant to this clause (12)), does not exceed the greater of U.S.$250.0 million and 3% of Consolidated Tangible Assets; or

(b) when taken together with all other Investments made pursuant to this clause (12) in any fiscal year that are at the time outstanding, does not exceed U.S.$100.0 million in any fiscal year;

(13) Investments in the Capital Stock of any Person other than a Restricted Subsidiary that are required to be held pursuant to an involuntary governmental order of condemnation, nationalization, seizure or expropriation or other similar order with respect to Capital Stock of such Person (prior to which order such Person was a Restricted Subsidiary); *provided*, that such Person contests such order in good faith in appropriate proceedings;

(14) repurchases of Existing Senior Notes or the Notes;

(15) Investments in the SPV Perpetuals or the notes related thereto; *provided*, that any payment or other contribution to one of the special purpose vehicles issuing the SPV Perpetuals in connection with such Investment is promptly paid or contributed to the Issuer or a Restricted Subsidiary following receipt thereof;

(16) any Investment that constitutes Indebtedness permitted under clause (vii)(E) of Section 3.9(b);

(17) (a) Investments to which the Issuer or any of its Restricted Subsidiaries is contractually committed as of the Issue Date in any Person (other than a Subsidiary) in which the Issuer or any of its Restricted Subsidiaries maintains an Investment and (b) Investments in any Person (other than a Subsidiary) in which the Issuer or any of its Restricted Subsidiaries maintains an Investment of up to U.S.$100.0 million in any calendar year minus the amount of any guarantees Incurred in such calendar year under clause (xviii)(B) of Section 3.9(b); and

(18) any Investment made by the Issuer or any of its Restricted Subsidiaries to the extent that the consideration provided for such Investment consists of Qualified Capital Stock of the Issuer.

"Permitted Liens" means any of the following:

(1) statutory Liens of landlords and Liens of carriers, warehousemen, mechanics and materialmen incurred in the ordinary course of business for sums not yet due or the payment of which is being contested in good faith by appropriate proceedings promptly initiated and diligently conducted and for which such reserves or other appropriate provision, if any, as shall be required by GAAP, shall have been made and any other Liens created by operation of law;

(2) Liens Incurred or deposits made in the ordinary course of business in connection with (i) workers' compensation, unemployment insurance and other types of social security or (ii) other insurance maintained by the Issuer and its Subsidiaries in compliance with the 2017 Facilities Agreement (or any refinancing thereof);

(3) Liens for taxes, assessments and other governmental charges the payment of which is being contested in good faith by appropriate proceedings promptly initiated and diligently conducted and for which such reserves or other appropriate provision, if any, as shall be required by GAAP shall have been made;

(4) any attachment or judgment Lien, unless the judgment it secures shall not, within 60 days after the entry thereof, have been discharged or execution thereof stayed pending appeal, or shall not have been discharged within 60 days after the expiration of any such stay;

(5) (i) Liens existing on the Issue Date other than in respect of the Collateral and (ii) Liens in respect of the Collateral to the extent equally and ratably securing the Notes and the Permitted Secured Obligations;

(6) (i) any Lien on property acquired by the Issuer or its Restricted Subsidiaries after the Issue Date that was existing on the date of acquisition of such property; *provided*, that such Lien was not incurred in anticipation of such acquisition; and (ii) any Lien created to secure all or any part of the purchase price, or to secure Indebtedness incurred or assumed to pay all or any part of the purchase price, of property acquired by the Issuer or any of its Restricted Subsidiaries after the Issue Date; *provided further*, that (A) any such Lien permitted pursuant to this clause (6) shall be confined solely to the item or items of property so acquired (including, in the case of any Acquisition of a corporation through the acquisition of 51% or more of the Voting Stock of such corporation, the stock and assets of any Acquired Subsidiary or Acquiring Subsidiary) and, if required by the terms of the instrument originally creating such Lien, other property which is an improvement to, or is acquired for specific use with, such acquired property; and (B) if applicable, any such Lien shall be created within nine months after, in the case of property, its acquisition, or, in the case of improvements, their completion;

(7) any Liens renewing, extending or refunding any Lien permitted by clause (5)(i) above; *provided*, that such Lien is not extended to other property (or, instead, is only extended to equivalent property) and the principal amount of Indebtedness secured by such Lien immediately prior thereto is not increased or the maturity thereof reduced, except that the principal amount secured by any such Lien in respect of:

(a) Hedging Obligations or other derivatives where there are fluctuations in mark-to-market exposures of those Hedging Obligations or other derivatives, and

(b) Indebtedness consisting of any "*Certificados Bursátiles de Largo Plazo*" or any Refinancing thereof, where principal may increase by virtue of capitalization of interest,

may be increased by the amount of such fluctuations, capitalizations or drawings, as the case may be;

(8) Liens on Receivables Assets or Capital Stock of a Receivables Subsidiary, in each case granted in connection with a Qualified Receivables Transaction;

(9) Liens granted pursuant to or in connection with any netting or set-off arrangements entered into in the ordinary course of business;

(10) any Lien permitted by the Trustee, acting on the instructions of at least 50% of the Holders;

(11) any Lien granted by the Issuer or any of its Restricted Subsidiaries to secure Indebtedness under a Permitted Liquidity Facility; *provided*, that: (i) such Lien is not granted in respect of the Collateral, and (ii) the maximum amount of such Indebtedness secured by such Lien does not exceed U.S.$500.0 million at any time;

(12) Liens to secure, or in respect of, Indebtedness permitted by Section 3.9(b)(iv); provided that the maximum amount of such Indebtedness secured by such Lien does not exceed U.S.$200.0 million at any time; or

(13) in addition to the Liens permitted by the foregoing clauses (1) through (12), Liens securing obligations of the Issuer and its Restricted Subsidiaries that in the aggregate secure obligations in an amount not in excess of the greater of (i) 10% of Consolidated Tangible Assets, and (ii) U.S.$1.0 billion.

"Permitted Liquidity Facility" means a loan facility or facilities made available to the Issuer or any Restricted Subsidiary; *provided*, that the aggregate principal amount of utilized and unutilized commitments under such facilities must not exceed U.S.$1.0 billion (or its equivalent in another currency) at any time.

"Permitted Merger Jurisdictions" has the meaning set forth in Section 4.1(a)(i)(B)(1).

"Permitted Secured Obligations" means (i) indebtedness under the 2017 Facilities Agreement and any refinancing thereof made in accordance with the 2017 Facilities Agreement that is secured by the Collateral, (ii) notes (or similar instruments) outstanding on the date of the 2017 Facilities Agreement required to be secured by the Collateral pursuant to their terms, or any refinancing thereof permitted by the 2017 Facilities Agreement, (iii) the Existing Senior Notes and (iv)future Indebtedness secured by the Collateral to the extent permitted by the 2017 Facilities Agreement .

"Person" means an individual, partnership, limited partnership, corporation, company, limited liability company, unincorporated organization, trust or joint venture, or a governmental agency or political subdivision thereof.

"Post-Petition Interest" means all interest accrued or accruing after the commencement of any insolvency or liquidation proceeding (and interest that would accrue but for the commencement of any insolvency or liquidation proceeding) in accordance with and at the contract rate (including, without limitation, any rate applicable upon default) specified in the agreement or instrument creating, evidencing or governing any Indebtedness, whether or not, pursuant to applicable law or otherwise, the claim for such interest is allowed as a claim in such insolvency or liquidation proceeding.

"Preferred Stock" of any Person means any Capital Stock of such Person that has preferential rights over any other Capital Stock of such Person with respect to dividends, distributions or mandatory redemptions or upon liquidation.

"Private Placement Legend" has the meaning assigned to it in Section 2.8(b).

"Purchase Money Indebtedness" means Indebtedness Incurred for the purpose of financing all or any part of the purchase price or cost of construction of any property other than Capital Stock; *provided*, that the aggregate principal amount of such Indebtedness does not exceed the lesser of the Fair Market Value of such property or such purchase price or cost, including any Refinancing of such Indebtedness that does not increase the aggregate principal amount (or accreted amount, if less) thereof as of the date of Refinancing.

"QIB" means a "qualified institutional buyer" as defined in Rule 144A.

"Qualified Capital Stock" means any Capital Stock that is not Disqualified Capital Stock and any warrants, rights or options to purchase or acquire Capital Stock that is not Disqualified Capital Stock that are not convertible into or exchangeable into Disqualified Capital Stock.

"Qualified Receivables Transaction" means any transaction or series of transactions that may be entered into by the Issuer or any Restricted Subsidiary pursuant to which the Issuer or any Restricted Subsidiary may sell, convey, assign or otherwise transfer to a Receivables Entity any Receivables Assets to obtain funding for the operations of the Issuer and its Restricted Subsidiaries:

(1) for which no term of any portion of the Indebtedness or any other obligations (contingent or otherwise) or securities Incurred or issued by any Person in connection therewith:

  (a) directly or indirectly provides for recourse to, or any obligation of, the Issuer or any Restricted Subsidiary in any way, whether pursuant to a Guarantee or otherwise, except for Standard Undertakings,

  (b) directly or indirectly subjects any property or asset of the Issuer or any Restricted Subsidiary (other than Capital Stock of a Receivables Subsidiary) to the satisfaction thereof, except for Standard Undertakings, or

  (c) results in such Indebtedness, other obligations or securities constituting Indebtedness of the Issuer or a Restricted Subsidiary, including following a default thereunder, and

(2) for which the terms of any Affiliate Transaction between the Issuer or any Restricted Subsidiary, on the one hand, and any Receivables Entity, on the other, other than Standard Undertakings and Permitted Investments, are no less favorable than those that could reasonably be expected to be obtained in a comparable transaction at such time on an arm's-length basis from a Person that is not an Affiliate of the Issuer, and

(3) in connection with which, neither the Issuer nor any Restricted Subsidiary has any obligation to maintain or preserve a Receivable Entity's financial condition, cause a Receivables Entity to achieve certain levels of operating results, fund losses of a Receivables Entity, or except in connection with Standard Undertakings, purchase assets of a Receivables Entity.

"Rating Agencies" mean Fitch, Moody's and S&P. In the event that Fitch, Moody's or S&P is no longer in existence or issuing ratings, such organization may be replaced by a nationally recognized statistical rating organization (as defined in Rule 15c3-1(c)(2)(vi)(F) of the Exchange Act or any successor provision) designated by the Issuer with notice to the Trustee.

"Receivables Assets" means:

(1) accounts receivable, leases, conditional sale agreements, instruments, chattel paper, installment sale contracts, obligations, general intangibles, and other similar assets, in each case relating to goods, inventory or services of the Issuer and its Subsidiaries,

(2) equipment and equipment residuals relating to any of the foregoing,

(3) contractual rights, Guarantees, letters of credit, Liens, insurance proceeds, collections and other similar assets, in each case related to the foregoing, and

(4) proceeds of all of the foregoing.

"Receivables Entity" means a Receivables Subsidiary or any other Person not an Affiliate of the Issuer, in each case whose sole business activity is to engage in Qualified Receivables Transactions, including to issue securities or other interests in connection with a Qualified Receivables Transaction.

"Receivables Subsidiary" means an Unrestricted Subsidiary of the Issuer that engages in no activities other than Qualified Receivables Transactions and activities related thereto and that is designated by the Issuer as a Receivables Subsidiary. Any such designation by the Issuer will be evidenced to the Trustee by filing with the Trustee an Officer's Certificate of the Issuer.

"Record Date" has the meaning assigned to it in the Form of Face of Note contained in Exhibit A hereto.

"Redemption Date" means, with respect to any redemption of the Notes, the date fixed for such redemption pursuant to this Indenture and the Notes.

"Refinance" means, in respect of any Indebtedness, to issue any Indebtedness in exchange for or to refinance, repay, redeem, replace, defease or refund such Indebtedness in whole or in part. "Refinanced" and "Refinancing" will have correlative meanings. Indebtedness the proceeds of which are applied to temporarily repay outstanding amounts under the 2017 Facilities Agreement, which amounts are then redrawn and applied to refinance, repay, redeem, replace, defease or refund other Indebtedness, shall be deemed to Refinance such other Indebtedness.

"Refinancing Indebtedness" means Indebtedness of the Issuer or any Restricted Subsidiary issued to Refinance any other Indebtedness of the Issuer or a Restricted Subsidiary so long as:

(1) the aggregate principal amount (or initial accreted value, if applicable) of such new Indebtedness as of the date of such proposed Refinancing does not exceed the aggregate principal amount (or accreted value as of such date, if applicable) of the Indebtedness being Refinanced (plus fees, underwriting discounts and expenses, including any premium and defeasance costs);

(2) such new Indebtedness has:

(a) a Weighted Average Life to Maturity that is equal to or greater than the Weighted Average Life to Maturity of the Indebtedness being Refinanced, and

(b) a final maturity that is equal to or later than the final maturity of the Indebtedness being Refinanced or, in the case of Indebtedness without a stated maturity, July 19, 2022; and

(3) if the Indebtedness being Refinanced is:

(a) Indebtedness of the Issuer, then such Refinancing Indebtedness will be Indebtedness of the Issuer and/or any Note Guarantor,

(b) Indebtedness of a Note Guarantor, then such Refinancing Indebtedness will be Indebtedness of the Issuer and/or any Note Guarantor,

(c) Indebtedness of any of the Restricted Subsidiaries, then such Refinancing Indebtedness will be Indebtedness of such Restricted Subsidiary, the Issuer and/or any Note Guarantor, and

(d) Subordinated Indebtedness, then such Refinancing Indebtedness shall be subordinate to the Notes or the relevant Note Guarantee, if applicable, at least to the same extent and in the same manner as the Indebtedness being Refinanced.

"Registrar" has the meaning assigned to it in Section 2.3(a).

"Regulation S" means Regulation S under the Securities Act or any successor regulation.

"Regulation S Global Note" has the meaning assigned to it in Section 2.1(e).

"Resale Restriction Termination Date" means for any Restricted Note (or beneficial interest therein), that is (a) not a Regulation S Global Note, the date on which the Issuer instructs the Trustee in writing to remove the Private Placement Legend from the Restricted Notes in accordance with the procedures described in Section 2.9(h) (which instruction is expected to be given on or about the one year anniversary of the issuance of the Restricted Notes) or (b) a Regulation S Global Note (or Certificated Note issued in respect thereof pursuant to Section 2.7(c)), the date on which the Distribution Compliance Period therefor terminates.

"Restricted Note" means any Issue Date Note (or beneficial interest therein) or any Additional Note (or beneficial interest therein) not originally issued and sold pursuant to an effective registration statement under the Securities Act until such time as:

(i) the Resale Restriction Termination Date therefor has passed; or

(ii) the Private Placement Legend therefor has otherwise been removed pursuant to Section 2.9 or, in the case of a beneficial interest in a Global Note, such beneficial interest has been exchanged for an interest in a Global Note not bearing a Private Placement Legend.

"Restricted Obligations" has the meaning assigned to it in Section 10.6(b).

"Restricted Payment" has the meaning set forth in Section 3.11(a).

"Restricted Subsidiary" means any Subsidiary of the Issuer, which at the time of determination is not an Unrestricted Subsidiary.

"Reversion Date" has the meaning assigned to in Section 3.22(e).

"Revocation" has the meaning set forth in Section 3.14(b).

"Rule 144" means Rule 144 under the Securities Act (or any successor rule).

"Rule 144A" means Rule 144A under the Securities Act (or any successor rule).

"Rule 144A Global Note" has the meaning assigned to it in Section 2.1(d).

"S&P" means S&P Global Ratings, a division of S&P Global Inc., and any successor to its rating agency business.

"Sale and Leaseback Transaction" means any direct or indirect arrangement with any Person or to which any such Person is a party providing for the leasing to the Issuer or a Restricted Subsidiary of any property, whether owned by the Issuer or any Restricted Subsidiary at the Issue Date or later acquired, which has been or is to be sold or transferred by the Issuer or such Restricted Subsidiary to such Person or to any other Person by whom funds have been or are to be advanced on the security of such property.

"Securities Act" means the Securities Act of 1933, as amended.

"Security Agent" means Wilmington Trust (London) Limited, as security agent under the 2017 Facilities Agreement and the Intercreditor Agreement.

"Security Documents" has the meaning assigned to it in Section 7.13.

"Senior Indebtedness" means (i) the Notes and any other Indebtedness of the Issuer or any Note Guarantor that ranks equal in right of payment with the Notes or the relevant Note Guarantee, as the case may be or (ii) Indebtedness for borrowed money or constituting Capitalized Lease Obligations of any Restricted Subsidiary other than a Note Guarantor.

"Significant Subsidiary" means a Subsidiary of the Issuer constituting a "Significant Subsidiary" of the Issuer in accordance with Rule 1-02(w) of Regulation S-X under the Securities Act in effect on the date hereof.

"Special Record Date" has the meaning assigned to it in Section 2.13(a).

"SPV Perpetuals" means the perpetual debentures issued by special purpose vehicles in December 2006, February 2007 and March 2007, as amended or supplemented from time to time.

"Standard Undertakings" means representations, warranties, covenants, indemnities and similar obligations, including servicing obligations, entered into by the Issuer or any Subsidiary of the Issuer in connection with a Qualified Receivables Transaction, which are customary in similar non-recourse receivables securitization, purchase or financing transactions.

"Subordinated Indebtedness" means, with respect to the Issuer or any Note Guarantor, any Indebtedness of the Issuer or such Note Guarantor, as the case may be, which is expressly subordinated in right of payment to the Notes or the relevant Note Guarantee, as the case may be.

"Subsidiary" means with respect to any Person, any corporation, partnership, joint venture, limited liability company, trust, estate or other entity of which (or in which) more than fifty percent (50%) of (a) in the case of a corporation, the issued and outstanding Capital Stock having ordinary voting power to elect a majority of the board of directors of such corporation (irrespective of whether at the time Capital Stock of any other class or classes of such corporation shall or might have voting power upon the occurrence of any contingency that has not occurred and is not in the control of such Person), (b) in the case of a limited liability company, partnership or joint venture, the voting or other power to control the actions of such limited liability company, partnership or joint venture or (c) in the case of a trust or estate, the voting or other power to control the actions of such trust or estate, is at the time directly or indirectly owned or controlled by (X) such Person, (Y) such Person and one or more of its other Subsidiaries or (Z) one or more of such Person's other Subsidiaries. Unless the context otherwise requires, all references herein to a "Subsidiary" shall refer to a Subsidiary of the Issuer.

"Successor Issuer" has the meaning assigned to it in Section 4.1(a)(i)(B).

"Successor Note Guarantor" has the meaning assigned to it in Section 4.1(b)(i).

"Suspended Covenants" has the meaning assigned to it in Section 3.22(b).

"Suspension Date" has the meaning assigned to it in Section 3.22(c).

"Suspension Period" has the meaning assigned to it in Section 3.22(e).

"Swiss Note Guarantor" has the meaning assigned to it in Section 10.6(a).

"Taxes" has the meaning assigned to it in Section 3.21(a).

"Taxing Jurisdiction" has the meaning assigned to it in Section 3.21(a).

"Transfer Agent" has the meaning assigned to it in Section 2.3(a).

"Transportation Agreements" means, in respect of any Person, any agreement or arrangement designed to protect such Person from fluctuations in prices related to transportation.

"Trust Officer" means, when used with respect to the Trustee, any officer within the corporate trust department of the Trustee, having direct responsibility for the administration of this Indenture, or any other officer of the Trustee to whom any corporate trust matter is referred because of such person's knowledge of and familiarity with the particular subject.

"Trustee" means the party named as such in the introductory paragraph to this Indenture until a successor replaces it in accordance with the terms of this Indenture and, thereafter, means the successor.

"Undervalued Asset" has the meaning assigned to it in Section 10.6(f).

"Uniform Commercial Code" means the Uniform Commercial Code as in effect from time to time in the State of New York.

"Unrestricted Subsidiary" means any Subsidiary of the Issuer designated as such pursuant to Section 3.14. Any such Designation may be revoked by the Issuer, subject to the provisions of such covenant.

"USA PATRIOT Act" has the meaning assigned to it in Section 12.16.

"U.S. Government Obligations" means direct obligations (or certificates representing an ownership interest in such obligations) of, or guaranteed by, the United States of America (including any agency or instrumentality thereof) for the payment of which the full faith and credit of the United States of America is pledged and which are not callable or redeemable at the issuer's option.

"U.S. Legal Tender" means such coin or currency of the United States of America, as at the time of payment shall be legal tender for the payment of public and private debts.

"U.S. Person" means a "U.S. person" as defined in Regulation S.

"Voting Stock" with respect to any Person, means securities of any class of Capital Stock of such Person entitling the holders thereof (whether at all times or only so long as no senior class of stock has voting power by reason of any contingency) to vote in the election of members of the Board of Directors (or equivalent governing body) of such Person.

"Weighted Average Life to Maturity" means, when applied to any Indebtedness at any date, the number of years (calculated to the nearest one-twelfth) obtained by dividing:

(1) the sum of the products obtained by multiplying:

(a) the amount of each then remaining installment, sinking fund, serial maturity or other required payment of principal or liquidation preference, as the case may be, including payment at final maturity, in respect thereof, by

(b) the number of years (calculated to the nearest one-twelfth) which will elapse between such date and the making of such payment; by

(2) the then outstanding aggregate principal amount or liquidation preference, as the case may be, of such Indebtedness.

"Wholly Owned Subsidiary" means, for any Person, any Subsidiary (Restricted Subsidiary in the case of the Issuer) of which at least 99.5% of the outstanding Capital Stock (other than, in the case of a Subsidiary not organized in the United States, directors' qualifying shares or an immaterial amount of shares required to be owned by other Persons pursuant to applicable law) is owned by such Person or any other Person that satisfies this definition in respect of such Person.

Section 1.2 [Reserved].

Section 1.3 Rules of Construction. Unless the context otherwise requires:

(1) a term has the meaning assigned to it;

(2) an accounting term not otherwise defined has the meaning assigned to it in accordance with GAAP;

(3) "or" is not exclusive;

(4) "including" means including without limitation;

(5) words in the singular include the plural and words in the plural include the singular; and

(6) references to the payment of principal of the Notes shall include applicable premium, if any.

ARTICLE II

THE NOTES

Section 2.1 Form and Dating.

(a) The Issue Date Notes are being originally offered and sold by the Issuer pursuant to a Purchase Agreement, dated as of September 14, 2020, among the Issuer, the Note Guarantors party thereto, and BNP Paribas Securities Corp., BofA Securities, Inc. and J.P. Morgan Securities LLC, as representatives of the initial purchasers named therein. The Notes will be issued as one or more Global Notes in fully registered form without interest coupons, and only in denominations of U.S.$200,000 and in integral multiples of U.S.$1,000 in excess thereof. Each such Global Note shall constitute a single Note for all purposes under this Indenture. Certificated Notes, if issued pursuant to the terms hereof, will be issued in fully registered certificated form without coupons. The Notes may only be issued in definitive fully registered form without coupons and only in denominations of U.S.$200,000 and in integral multiples of U.S.$1,000 in excess thereof. The Notes and the Trustee's certificate of authentication shall be substantially in the form of Exhibit A hereto.

(b) The terms and provisions of the Notes, the form of which is in Exhibit A hereto, shall constitute, and are hereby expressly made, a part of this Indenture, and, to the extent applicable, the Issuer, the Note Guarantors and the Trustee, by their execution and delivery of this Indenture, expressly agree to such terms and provisions and to be bound thereby. Except as otherwise expressly permitted in this Indenture, all Notes (including Additional Notes) shall be identical in all respects. Notwithstanding any differences among them, all Notes issued under this Indenture shall vote and consent together on all matters as one class and are otherwise treated as a single issue of securities.

(c) The Notes may have notations, legends or endorsements as specified in Section 2.8 or as otherwise required by law, stock exchange rule or DTC, Euroclear or Clearstream rule or usage. The Issuer and the Trustee shall approve any changes to the form of the Notes attached to this Indenture and any additional notation, legend or endorsement required to be inserted on them. Each Note shall be dated the date of its authentication.

(d) Notes originally offered and sold to QIBs in reliance on Rule 144A will be issued in the form of one or more permanent Global Notes (each, a "Rule 144A Global Note"). Each Rule 144A Global Note shall be deposited on behalf of the purchasers of the Notes represented thereby with the Note Custodian and registered in the name of DTC or its nominee, for credit to the accounts maintained at DTC. In no event shall any Person hold an interest in a Rule 144A Global Note other than in or through accounts maintained at DTC.

(e) Notes originally offered and sold outside the United States in reliance on Regulation S will be issued in the form of one or more permanent Global Notes (each, a "Regulation S Global Note").

(f) Each Regulation S Global Note shall be deposited on behalf of the purchasers of the Notes represented thereby with the Note Custodian and registered in the name of DTC or its nominee, for credit to the accounts maintained at DTC by or on behalf of Euroclear or Clearstream. In no event shall any Person hold an interest in a Regulation S Global Note other than in or through accounts maintained at DTC by or on behalf of Euroclear or Clearstream.

Section 2.2 Execution and Authentication.

(a) Any Officer of the Issuer may sign the Notes for the Issuer by manual, facsimile or electronic signature. If an Officer whose signature is on a Note no longer holds that office at the time the Trustee authenticates the Note, the Note shall be valid nevertheless.

(b) A Note shall not be valid until electronically or manually authenticated by an authorized signatory of the Trustee or an agent appointed by the Trustee (and reasonably acceptable to the Issuer) for such purpose (an "Authenticating Agent"). The electronic or manual signature of an authorized signatory of the Trustee or an Authenticating Agent on a Note shall be conclusive evidence that such Note has been duly and validly authenticated and issued under this Indenture. Unless limited by the terms of its appointment, an Authenticating Agent may authenticate Notes whenever the Trustee may do so. Each reference in this Indenture to authentication by the Trustee includes authentication by an Authenticating Agent.

(c) At any time and from time to time after the execution and delivery of this Indenture, the Trustee shall authenticate and make available for delivery Notes upon a written order of the Issuer signed by an Officer of the Issuer (the "Issuer Order"). An Issuer Order shall specify the amount of the Notes to be authenticated and the date on which the original issue of Notes is to be authenticated.

(d) In case a Successor Issuer has executed an indenture supplemental hereto with the Trustee pursuant to Article IV, any of the Notes authenticated or delivered prior to such transaction may, from time to time, at the request of the Successor Issuer be exchanged for other Notes executed in the name of the Successor Issuer with such changes in phraseology and form as may be appropriate, but otherwise identical to the Notes surrendered for such exchange and of like principal amount; and the Trustee, upon Issuer Order of the Successor Issuer, shall authenticate and deliver Notes as specified in such order for the purpose of such exchange. If Notes shall at any time be authenticated and delivered in any new name of a Successor Issuer pursuant to this Section 2.2 in exchange or substitution for or upon registration of transfer of any Notes, such Successor Issuer, at the option of the Holders but without expense to them, shall provide for the exchange of all Notes at the time Outstanding for Notes authenticated and delivered in such new name.

Section 2.3 Registrar, Paying Agent and Transfer Agent.

(a) The Issuer shall maintain an office or agency in the Borough of Manhattan, City of New York, that shall keep a register of the Notes (the "Note Register") and of their transfer and exchange (the "Registrar"), where Notes may be presented or surrendered for registration of transfer or for exchange (the "Transfer Agent"), where Notes may be presented for payments (the "Payment Agent") and for the service of notices and demands to or upon the Issuer in respect of the Notes and this Indenture. The Issuer may have one or more co-Registrars and one or more additional paying agents. The term "Paying Agent" includes any additional paying agent.

(b) The Issuer shall enter into an appropriate agency agreement with any Registrar, Paying Agent or co-Registrar not a party to this Indenture. The agreement shall implement the provisions of this Indenture that relate to such agent. The Issuer shall notify the Trustee of the name and address of each such agent. If the Issuer fails to maintain a Registrar or Paying Agent, the Trustee shall act as such and shall be entitled to appropriate compensation therefor pursuant to Section 7.7. The Issuer or any Affiliate of the Issuer may act as Paying Agent, Registrar or co-Registrar, or transfer agent.

(c) The Issuer initially designates the Corporate Trust Office of the Trustee as such office or agency of the Issuer as required by Section 2.3(a) and appoints the Trustee as Registrar, Paying Agent, Transfer Agent and agent for service of demands and notices in connection with the Notes and this Indenture, until such time as another Person is appointed as such.

Section 2.4 Paying Agent to Hold Money in Trust. The Issuer shall require each Paying Agent (other than the Trustee) to agree in writing that such Paying Agent shall hold in trust for the benefit of Holders or the Trustee all money held by such Paying Agent for the payment of principal of or interest on the Notes and shall notify the Trustee in writing of any Default by the Issuer or any Note Guarantor in making any such payment. If the Issuer or an Affiliate of the Issuer acts as Paying Agent, it shall segregate the money held by it as Paying Agent and hold it as a separate trust fund. The Issuer at any time may require a Paying Agent (other than the Trustee) to pay all money held by it to the Trustee and to account for any funds disbursed by such Paying Agent. Upon complying with this Section 2.4, the Paying Agent (if other than the Issuer or any Affiliate of the Issuer) shall have no further liability for the money delivered to the Trustee. Upon any proceeding under any Bankruptcy Law with respect to the Issuer or any Affiliate of the Issuer, if the Issuer or such Affiliate is then acting as Paying Agent, the Trustee shall replace the Issuer or such Affiliate as Paying Agent.

Section 2.5 Holder Lists. The Trustee shall preserve in as current a form as is reasonably practicable the most recent list available to it of the names and addresses of Holders. At any time that the Trustee is not the Registrar the Issuer shall furnish to the Trustee, in writing at least seven Business Days before each Interest Payment Date and at such other times as the Trustee may request in writing, a list in such form and as of such date as the Trustee may reasonably require of the names and addresses of Holders.

Section 2.6 CUSIP Numbers. The Issuer in issuing Notes may use “CUSIP” numbers, as applicable (if then generally in use), and, if so, the Trustee shall use for the Securities “CUSIP” number in notices to the Holders as a convenience to such Holders; *provided*, that any such notice may state that no representation is made as to the correctness of such numbers either as printed on the Notes or as contained in any notice and that reliance may be placed only on the other identification numbers printed on the Notes, and any such notice shall not be affected by any defect in or omission of such numbers. The Issuer will promptly notify the Trustee in writing of any changes in the “CUSIP” numbers.

Section 2.7 Global Note Provisions.

(a) Each Global Note initially shall: (i) be registered in the name of DTC or the nominee of DTC, (ii) be delivered to the Note Custodian and (iii) bear the appropriate legends as set forth in Section 2.8 and Exhibit A hereto. Any Global Note may be represented by one or more certificates. The aggregate principal amount of each Global Note may from time to time be increased or decreased by adjustments made on the records of the Note Custodian, as provided in this Indenture.

(b) Except as provided in clause (iii) of Section 2.7(c), members of, or participants in, DTC ("Agent Members") shall have no rights under this Indenture with respect to any Global Note held on their behalf by DTC or by the Note Custodian, and DTC may be treated by the Issuer, any Note Guarantor, the Trustee, the Paying Agent, the Transfer Agent, the Note Custodian, the Registrar and any of their respective agents as the absolute owner of such Global Note for all purposes whatsoever. Notwithstanding the foregoing, nothing herein shall (i) prevent the Issuer, the Trustee, the Paying Agent, the Transfer Agent, the Note Custodian, the Registrar or any of their respective agents from giving effect to any written certification, proxy or other authorization furnished by DTC or (ii) impair, as between DTC and its Agent Members, the operation of customary practices of DTC governing the exercise of the rights of an owner of a beneficial interest in any Global Note. The registered Holder of a Global Note may grant proxies and otherwise authorize any person, including DTC, or its nominee, Agent Members and persons that may hold interests through Agent Members, to take any action that a Holder is entitled to take under this Indenture or the Notes.

(c) Except as provided in this Section 2.7(c), owners of beneficial interests in Global Notes will not be entitled to receive Certificated Notes in exchange for such beneficial interests.

(i) Certificated Notes shall be issued to all owners of beneficial interests in a Global Note in exchange for such beneficial interests if (A) DTC notifies the Issuer that it is unwilling or unable to continue as depositary for such Global Note or (B) DTC ceases to be a clearing agency registered under the Exchange Act, at a time when DTC is required to be so registered in order to act as depositary, and in each case a successor depositary is not appointed by the Issuer within 90 days of such notice. In connection with the exchange of an entire Global Note for Certificated Notes pursuant to this clause (i) of this Section 2.7(c), such Global Note shall be deemed to be surrendered to the Trustee for cancellation, and the Issuer shall execute, and upon Issuer Order, the Trustee shall authenticate and deliver to each beneficial owner identified by DTC in exchange for its beneficial interest in such Global Note, an equal aggregate principal amount of Certificated Notes of authorized denominations, and the Registrar shall register such exchanges in the Note Register.

(ii) The owner of a beneficial interest in a Global Note will be entitled to receive Certificated Notes in exchange for such interest if an Event of Default has occurred and is continuing. If an Event of Default has occurred and is continuing, upon receipt by the Registrar of instructions from Agent Members through DTC on behalf of the owner of a beneficial interest in a Global Note directing the Registrar to exchange such beneficial owner's beneficial interest in such Global Note for Certificated Notes, subject to and in accordance with the Applicable Procedures, the Issuer shall promptly execute, and upon Issuer Order, the Trustee shall authenticate and make available for delivery to such beneficial owner, Certificated Notes in a principal amount equal to such beneficial interest in such Global Note.

(iii) If (A) an event described in clause (i) of Section 2.7(c) occurs and Certificated Notes are not issued promptly to all beneficial owners or (B) the Registrar receives from a beneficial owner the instructions described in clause (ii) of Section 2.7(c) and Certificated Notes are not issued promptly to any such beneficial owner, the Issuer expressly acknowledges, with respect to the right of any Holder to pursue a remedy pursuant to Section 6.6 hereof, the right of any beneficial owner of Notes to pursue such remedy with respect to the portion of the Global Note that represents such beneficial owner's Notes as if such Certificated Notes had been issued.

Section 2.8 Legends.

(a) Each Global Note shall bear the legend specified therefor in Exhibit A hereto on the face thereof.

(b) Each Restricted Note shall bear the private placement legend specified therefor in Exhibit A hereto on the face thereof (the "Private Placement Legend").

Section 2.9 Transfer and Exchange.

(a) Transfers of Beneficial Interests in a Rule 144A Global Note. If the owner of a beneficial interest in a Rule 144A Global Note that is a Restricted Note wishes to transfer such interest (or portion thereof) pursuant to Rule 144 (if available) or to a Non-U.S. Person pursuant to Regulation S:

(i) upon receipt by the Registrar of:

(A) instructions from an Agent Member given to DTC in accordance with the Applicable Procedures directing DTC to credit or cause to be credited a beneficial interest in the Regulation S Global Note in a principal amount equal to the principal amount of the beneficial interest to be transferred,

(B) instructions given in accordance with the Applicable Procedures containing information regarding the account to be credited with such increase, and

(C) a certificate in the form of Exhibit B or Exhibit C hereto, as applicable, duly executed by the transferor;

(ii) the Note Custodian shall increase the Regulation S Global Note and decrease the Rule 144A Global Note in accordance with the foregoing, and the Registrar shall register the transfer in the Note Register.

(b) Transfers of Beneficial Interests in a Regulation S Global Note. Subject to the Applicable Procedures, the following provisions shall apply with respect to any proposed transfer of an interest in a Regulation S Global Note that is a Restricted Note:

If the owner of a beneficial interest in a Regulation S Global Note that is a Restricted Note wishes to transfer such interest (or a portion thereof) to a QIB pursuant to Rule 144A:

(A) upon receipt by the Registrar of:

(1) instructions from an Agent Member given to DTC in accordance with the Applicable Procedures directing DTC to credit or cause to be credited a beneficial interest in the Rule 144A Global Note in a principal amount equal to the principal amount of the beneficial interest to be transferred,

(2) instructions given in accordance with the Applicable Procedures containing information regarding the account to be credited with such increase, and

(3) a certificate in the form of Exhibit D hereto, duly executed by the transferor;

(B) the Note Custodian shall increase the Rule 144A Global Note and decrease the Regulation S Global Note in accordance with the foregoing, and the Registrar shall register the transfer in the Note Register.

(c) Other Transfers. Any registration of transfer of Restricted Notes (including Certificated Notes) not described above (other than a transfer of a beneficial interest in a Global Note that does not involve an exchange of such interest for a Certificated Note or a beneficial interest in another Global Note, which must be effected in accordance with applicable law and the Applicable Procedures, but is not subject to any procedure required by this Indenture) shall be made only upon receipt by the Registrar of such Opinions of Counsel, certificates and such other evidence reasonably required by and satisfactory to it in order to ensure compliance with the Securities Act or in accordance with Section 2.9(d).

(d) Use and Removal of Private Placement Legends. Upon the registration of transfer, exchange or replacement of Notes (or beneficial interests in a Global Note) not bearing (or not required to bear upon such transfer, exchange or replacement) a Private Placement Legend, the Note Custodian and Registrar shall exchange such Notes (or beneficial interests) for beneficial interests in a Global Note or Certificated Notes if they have been issued pursuant to Section 2.7(c) that does not bear a Private Placement Legend. Upon the registration of transfer, exchange or replacement of Notes (or beneficial interests in a Global Note) bearing a Private Placement Legend, the Note Custodian and Registrar shall deliver only Notes (or beneficial interests in a Global Note) that bear a Private Placement Legend unless:

(i) such Notes (or beneficial interests) are transferred pursuant to Rule 144 upon delivery to the Registrar of a certificate of the transferor in the form of Exhibit C hereto, and an Opinion of Counsel reasonably satisfactory to the Registrar;

(ii) such Notes (or beneficial interests) are transferred, replaced or exchanged after the Resale Restriction Termination Date therefor and, in the case of any such Restricted Notes, the Issuer has complied with the applicable procedures for delegending in accordance with Section 2.9(h); or

(iii) in connection with such registration of transfer, exchange or replacement the Registrar shall have received an Opinion of Counsel, certificates and such other evidence reasonably satisfactory to the Issuer and the Registrar to the effect that neither such Private Placement Legend nor the related restrictions on transfer are required in order to maintain compliance with the provisions of the Securities Act.

The Holder of a Global Note bearing a Private Placement Legend may exchange an interest therein for an equivalent interest in a Global Note not bearing a Private Placement Legend upon transfer of such interest pursuant to this Section 2.9(d).

(e) Consolidation of Global Notes and Exchange of Certificated Notes for Beneficial Interests in Global Notes. If a Global Note not bearing a Private Placement Legend is Outstanding at the time of a removal of legends pursuant to Section 2.9(h), any interests in a Global Note delegended pursuant to Section 2.9(h) shall be exchanged for interests in such Outstanding Global Note, subject to the proviso at the end of Section 2.14(a).

(f) Retention of Documents. The Registrar and the Trustee shall retain copies of all letters, notices and other written communications received pursuant to this Article II and in accordance with the Trustee's, or if different, the Registrar's, record retention procedures. The Issuer shall have the right to inspect and make copies of all such letters, notices or other written communications at any reasonable time upon the giving of reasonable written notice to the Registrar or the Trustee, as the case may be.

(g) General Provisions Relating to Transfers and Exchanges.

(i) Subject to the other provisions of this Section 2.9, when Notes are presented to the Registrar or a co-Registrar with a request to register the transfer of such Notes or to exchange such Notes for an equal principal amount of Notes of other authorized denominations, the Registrar or co-Registrar shall register the transfer or make the exchange as requested if its requirements for such transaction are met; *provided*, that any Notes presented or surrendered for registration of transfer or exchange shall be duly endorsed or accompanied by a written instrument of transfer in form satisfactory to the Registrar or co-Registrar, duly executed by the Holder thereof or his attorney duly authorized in writing.

(ii) To permit registrations of transfers and exchanges and subject to the other terms and conditions of this Article II, the Issuer will execute, and upon Issuer Order, the Trustee will authenticate and make available for delivery, Certificated Notes and Global Notes, as applicable, at the Registrar's or co-Registrar's request.

(iii) No service charge shall be made to a Holder for any registration of transfer or exchange, but the Issuer and the Trustee may require payment of a sum sufficient to cover any transfer tax, assessments, or similar governmental charge payable in connection therewith (other than any such transfer taxes, assessments or similar governmental charges payable upon exchange or transfer pursuant to Section 3.8, Section 3.9, Section 5.1 or Section 9.5).

(iv) The Registrar or co-Registrar shall not be required to register the transfer of or exchange of (x) any Note for a period beginning (1) 15 days before the mailing of a notice of an offer to repurchase or redeem Notes and ending at the close of business on the day of such mailing or (2) 15 days before an Interest Payment Date and ending on such Interest Payment Date and (y) any Note selected for repurchase or redemption, except the unrepurchased or unredeemed portion thereof, if any.

(v) Prior to the due presentation for registration of transfer of any Note, the Issuer, the Trustee, the Paying Agent, the Transfer Agent, the Registrar or any co-Registrar may deem and treat the Person in whose name a Note is registered as the absolute owner of such Note for the purpose of receiving payment of principal of and interest on such Note and for all other purposes whatsoever, whether or not such Note is overdue, and none of the Issuer, the Trustee, the Paying Agent, the Transfer Agent, the Registrar or any co-Registrar or the Note Custodian shall be affected by notice to the contrary.

(vi) All Notes issued upon any transfer or exchange pursuant to the terms of this Indenture shall evidence the same debt and shall be entitled to the same benefits under this Indenture as the Notes surrendered upon such transfer or exchange.

(vii) Subject to Section 2.7 and this Section 2.9, in connection with the exchange of a portion of a Certificated Note for a beneficial interest in a Global Note, the Trustee shall cancel such Certificated Note, and the Issuer shall execute, and upon Issuer Order, the Trustee shall authenticate and make available for delivery to the exchanging Holder, a new Certificated Note representing the principal amount not so exchanged.

(h) Applicable Procedures for Delegending.

(i) Promptly after one year has elapsed following (A) the Issue Date or (B) if the Issuer has issued Additional Notes with the same terms and the same CUSIP number as the Issue Date Notes pursuant to this Indenture within one year following the Issue Date, the date of original issuances of such Additional Notes, if the relevant Notes are freely tradable pursuant to Rule 144 under the Securities Act by Holders who are not Affiliates of the Issuer where no conditions of Rule 144 are then applicable (other than the holding period requirement in paragraph (d)(1)(ii) of Rule 144 so long as such holding period requirement is satisfied), the Issuer shall:

(1) instruct the Trustee in writing to remove the Private Placement Legend from such Notes, and upon receipt of such instruction, the Private Placement Legend shall be deemed removed from any Global Notes representing such Notes without further action on the part of Holders;

(2) notify Holders of such Notes that the Private Placement Legend has been removed or deemed removed; and

(3) instruct DTC to change the CUSIP number for such Notes to the unrestricted CUSIP number for the Notes.

In no event will the failure of the Issuer to provide any notice set forth in this paragraph or of the Trustee to remove the Private Placement Legend constitute a failure by the Issuer to comply with any of its covenants or agreements set forth in Section 6.1 or otherwise. Any Restricted Note (or security issued in exchange or substitution therefor) as to which such restrictions on transfer shall have expired in accordance with their terms may, upon surrender of such Restricted Note for exchange to the Registrar in accordance with the provisions of Article II of this Indenture, be exchanged for a new Note or Notes, of like tenor and aggregate principal amount, which shall not bear the Private Placement Legend. The Issuer shall notify the Trustee in writing upon occurrence of the Resale Restriction Termination Date for any Note.

(ii) In the case of a Regulation S Global Note, after the Resale Restriction Termination Date of any such Regulation S Global Note, the Issuer may, at its sole option:

(1) instruct the Trustee in writing to remove the Private Placement Legend from such Regulation S Global Note (including setting forth the basis for such removal), and upon receipt of such instruction, the Private Placement Legend shall be deemed removed from such Regulation S Global Note without further action on the part of Holders; and

(2) instruct DTC to change the CUSIP number for such Notes to the unrestricted CUSIP number for the Notes.

(iii) Notwithstanding any provision herein to the contrary, in the event that Rule 144 as promulgated under the Securities Act (or any successor rule) is amended to change the one-year holding period thereunder (or the corresponding period under any successor rule), (A) each reference in this Section 2.9(h) to "one year" and in the Private Placement Legend described in Section 2.8(b) and Exhibit A hereto to "ONE YEAR" shall be deemed for all purposes hereof to be references to such changed period, and (B) all corresponding references in this Indenture (including the definition of Resale Restriction Termination Date), the Notes and the Private Placement Legends thereon shall be deemed for all purposes hereof to be references to such changed period; *provided*, that such changes shall not become effective if they are otherwise prohibited by, or would otherwise cause a violation of, the then-applicable federal securities laws; *provided further* that if such change does not apply to existing Notes, all references to "one year" in this Indenture shall not be deemed for all purposes hereof to be references to such changed period. This Section 2.9(h) shall apply to successive amendments to Rule 144 (or any successor rule) changing the holding period thereunder.

(i) No Obligation of the Trustee.

(i) The Trustee shall have no responsibility or obligation to any beneficial owner of an interest in a Global Note, Agent Members or any other

Persons with respect to the accuracy of the records of DTC or its nominee or of Agent Members, with respect to any ownership interest in the Notes or with respect to the delivery to any Agent Member, beneficial owner or other Person (other than DTC) of any notice (including any notice of redemption) or the payment of any amount or delivery of any Notes (or other security or property) under or with respect to such Notes. All notices and communications to be given to the Holders and all payments to be made to Holders in respect of the Notes shall be given or made only to or upon the order of the registered Holders (which shall be DTC or its nominee in the case of a Global Note). The rights of beneficial owners in any Global Note shall be exercised only through DTC, subject to the applicable rules and procedures of DTC. The Trustee may rely and shall be fully protected in relying upon information furnished by DTC with respect to its Agent Members and any beneficial owners.

(ii) The Trustee shall have no obligation or duty to monitor, determine or inquire as to compliance with any restrictions on transfer imposed under this Indenture or under applicable law with respect to any transfer of any interest in any Note (including any transfers between or among Agent Members or beneficial owners in any Global Note) other than to require delivery of such certificates and other documentation or evidence as are expressly required by, and to do so if and when expressly required by, the terms of this Indenture, and to examine the same to determine substantial compliance as to form with the express requirements hereof.

Section 2.10 Mutilated, Destroyed, Lost or Stolen Notes.

(a) If a mutilated Note is surrendered to the Registrar or if the Holder of a Note claims that the Note has been lost, destroyed or wrongfully taken, the Issuer shall execute, and upon Issuer Order, the Trustee shall authenticate and make available for delivery, a replacement Note for such mutilated, lost or stolen Note, of like tenor and principal amount, bearing a number not contemporaneously Outstanding if:

(i) the requirements of Section 8-405 of the Uniform Commercial Code are met,

(ii) the Holder satisfies any other reasonable requirements of the Trustee, and

(iii) neither the Issuer nor the Trustee has received notice that such Note has been acquired by a protected purchaser (as defined in Section 8-303 of the Uniform Commercial Code).

If required by the Trustee or the Issuer, such Holder shall furnish an affidavit of loss and indemnity bond sufficient in the judgment of the Issuer and the Trustee to protect the Issuer, the Trustee, the Paying Agent, the Transfer Agent, the Registrar or any co-Registrar and the Note Custodian from any loss that any of them may suffer if a Note is replaced.

(b) Upon the issuance of any new Note under this Section 2.10, the Issuer may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Trustee) in connection therewith.

(c) Every new Note issued pursuant to this Section 2.10 in exchange for any mutilated Note, or in lieu of any destroyed, lost or stolen Note, shall constitute an original additional contractual obligation of the Issuer, any Note Guarantor and any other obligor upon the Notes, whether or not the mutilated, destroyed, lost or stolen Note shall be at any time enforceable by anyone, and shall be entitled to all benefits of this Indenture equally and proportionately with any and all other Notes duly issued hereunder.

Section 2.11 Temporary Notes. Until definitive Notes are ready for delivery, the Issuer may execute, and upon Issuer Order, the Trustee will authenticate and make available for delivery, temporary Notes. Temporary Notes will be substantially in the form of definitive Notes but may have variations that the Issuer considers appropriate for temporary Notes. Without unreasonable delay, the Issuer will prepare and execute, and upon Issuer Order, the Trustee will authenticate and make available for delivery, definitive Notes. After the preparation of definitive Notes, the temporary Notes will be exchangeable for definitive Notes upon surrender of the temporary Notes at the office or agency maintained by the Issuer pursuant to Section 2.3 for that purpose and such exchange shall be without charge to the Holder. Upon surrender for cancellation of any one or more temporary Notes, the Issuer will execute, and upon Issuer Order, the Trustee will authenticate and make available for delivery in exchange therefor, one or more definitive Notes representing an equal principal amount of Notes. Until so exchanged, the Holder of temporary Notes shall in all respects be entitled to the same benefits under this Indenture as a Holder of definitive Notes.

Section 2.12 Cancellation. The Issuer at any time may deliver Notes to the Trustee for cancellation. The Registrar, the Paying Agent and the Transfer Agent shall forward to the Trustee any Notes surrendered to them for registration of transfer, exchange or payment. The Trustee and no one else shall cancel and dispose of canceled Notes in accordance with its policy of disposal or upon written request of the Issuer, return to the Issuer all Notes surrendered for registration of transfer, exchange, payment or cancellation. The Issuer may not issue new Notes to replace Notes it has paid or delivered to the Trustee for cancellation for any reason other than in connection with a registration of transfer or exchange upon Issuer Order.

Section 2.13 Defaulted Interest. When any installment of interest becomes overdue (a "Defaulted Interest"), such installment shall forthwith cease to be payable to the Holders in whose names the Notes were registered on the Record Date applicable to such installment of interest. Defaulted Interest (including any interest on such Defaulted Interest) shall be paid by the Issuer, at its election, as provided in clause (a) or clause (b) below.

(a) The Issuer may elect to make payment of any Defaulted Interest (including any interest payable on such Defaulted Interest) to the Holders in whose names the Notes are registered at the close of business on a special record date for the payment of such Defaulted Interest (a "Special Record Date"), which shall be fixed in the following manner. The Issuer shall notify the Trustee in writing of the amount of Defaulted Interest proposed to be paid and the date of the proposed payment, and at the same time the Issuer shall deposit with the Trustee an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Trustee for such deposit prior to the date of the proposed payment, such money when deposited to be held in trust for the benefit of the Holders entitled to such Defaulted Interest as provided in this Section 2.13(a). Thereupon the Trustee shall fix a Special Record Date for the payment of such Defaulted Interest, which shall be not more than fifteen (15) calendar days and not less than ten (10) calendar days prior to the date of the proposed payment and not less than ten (10) calendar days after the receipt by the Trustee of the notice of the proposed payment. The Trustee shall promptly notify the Issuer of such Special Record Date and, in the name and at the expense of the Issuer, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be sent, first-class mail, postage prepaid, to each Holder at such Holder's address as it appears in the Note Register, not less than ten (10) calendar days prior to such Special Record Date. Notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor having been mailed as aforesaid, such Defaulted Interest shall be paid to the Holders in whose names the Notes are registered at the close of business on such Special Record Date and shall no longer be payable pursuant to clause (b) below; or

(b) The Issuer may make payment of any Defaulted Interest (including any interest on such Defaulted Interest) in any other lawful manner not inconsistent with the requirements of any securities exchange on which the Notes may be listed, and upon such notice as may be required by such exchange, if, after notice given by the Issuer to the Trustee of the proposed payment pursuant to this Section 2.13(b), such manner of payment shall be deemed practicable by the Trustee. The Trustee shall in the name and at the expense of the Issuer cause prompt notice of the proposed payment and the date thereof to be sent, first-class mail, postage prepaid, to each Holder at such Holder's address as it appears in the Note Register.

Section 2.14 Additional Notes.

(a) The Issuer may, from time to time, subject to compliance with any other applicable provisions of this Indenture, without the consent of the Holders, create and issue pursuant to this Indenture additional notes ("Additional Notes") that shall have terms and conditions identical to those of the other Outstanding Notes, except with respect to:

(i) the Issue Date;

(ii) the amount of interest payable on the first Interest Payment Date therefor;

(iii) the issue price; and

(iv) any adjustments necessary in order to conform to and ensure compliance with the Securities Act (or other applicable securities laws) and any agreement applicable to such Additional Notes, which are not adverse in any material respect to the Holder of any Outstanding Notes (other than such Additional Notes).

The Issue Date Notes and any Additional Notes shall be treated as a single series for all purposes under this Indenture; *provided* that such Additional Notes are either (i) part of the same "issue" as the Issue Date Notes for U.S. federal income tax purposes, (ii) issued pursuant to a "qualified reopening" for U.S. federal income tax purposes, or (iii) issued with a different CUSIP or other similar numbers than the Issue Date Notes to the extent required to comply with securities or tax law requirements, including to permit delegending pursuant to Section 2.9(h).

(b) With respect to any Additional Notes, the Issuer will set forth in an Officer's Certificate of the Issuer (the "Additional Note Certificate"), copies of which will be delivered to the Trustee, the following information:

(i) the aggregate principal amount of such Additional Notes to be authenticated and delivered pursuant to this Indenture;

(ii) the Issue Date and the issue price of such Additional Notes; and

(iii) whether such Additional Notes will be subject to transfer restrictions under the Securities Act (or other applicable securities laws).

ARTICLE III

COVENANTS

Section 3.1 Payment of Notes.

(a) The Issuer shall pay the principal of and interest (including Defaulted Interest) on the Notes in U.S. Legal Tender on the dates and in the manner provided in the Notes and in this Indenture. Prior to 10:00 a.m. New York City time, on the Business Day prior to each Interest Payment Date and the Maturity Date, the Issuer shall deposit with the Paying Agent in immediately available funds U.S. Legal Tender sufficient to make cash payments due on such Interest Payment Date or Maturity Date, as the case may be. If the Issuer or an Affiliate of the Issuer is acting as Paying Agent, the Issuer or such Affiliate shall, prior to 10:00 a.m. New York City time on the Business Day prior to each Interest Payment Date and the Maturity Date, segregate and hold in trust U.S. Legal Tender, sufficient to make cash payments due on such Interest Payment Date or Maturity Date, as the case may be. Principal and interest shall be considered paid on the date due if on such date the Trustee or the Paying Agent (other than the Issuer or an Affiliate of the Issuer) holds in accordance with this Indenture U.S. Legal Tender designated for and sufficient to pay all principal and interest then due and the Trustee or the Paying Agent, as the case may be, is not prohibited from paying such money to the Holders on that date pursuant to the terms of this Indenture.

(b) Notwithstanding anything to the contrary contained in this Indenture, the Issuer may, to the extent it is required to do so by law, deduct or withhold income or other similar taxes imposed by the United States of America from principal or interest.

(c) In order to comply with applicable tax laws (inclusive of rules, regulations and interpretations promulgated by competent authorities) related to the Indenture in effect from time to time ("Applicable Tax Law") that a foreign financial institution, issuer, trustee, paying agent or other party is or has agreed to be subject to, the Issuer agrees (i) to provide to the Trustee and the Paying Agent sufficient information about the parties and/or transactions (including any modification to the terms of such transactions) so the Trustee and the Paying Agent can determine whether it has tax related obligations under Applicable Tax Law, (ii) that the Trustee and the Paying Agent shall be entitled to make any withholding or deduction from payments to the extent necessary to comply with Applicable Tax Law for which the Trustee and the Paying Agent shall not have any liability and (iii) to hold harmless the Trustee and the Paying Agent for any losses it may suffer due to the actions it takes to comply with Applicable Tax Law. The terms of this section shall survive the termination of this Indenture.

Section 3.2 Maintenance of Office or Agency.

(a) The Issuer shall maintain each office or agency required under Section 2.3. The Issuer will give prompt written notice to the Trustee of any change in the location of any such office or agency. If at any time the Issuer shall fail to maintain any such required office or agency or shall fail to furnish the Trustee with the address thereof, such presentations, surrenders, notices and demands may be made or served at the Corporate Trust Office of the Trustee, and the Issuer hereby appoints the Trustee as its agent to receive all such presentations, surrenders, notices and demands.

(b) The Issuer may also from time to time designate one or more other offices or agencies (in or outside of the City of New York) where the Notes may be presented or surrendered for registration of transfer or for exchange and may from time to time rescind any such designation; *provided, however*, that no such designation or rescission shall in any manner relieve the Issuer of its obligation to maintain an office or agency in the City of New York for such purposes. The Issuer will give prompt written notice to the Trustee of any such designation or rescission and any change in the location of any such other office or agency.

Section 3.3 Corporate Existence. Subject to Article IV, the Issuer will do or cause to be done all things necessary to preserve and keep in full force and effect its corporate existence.

Section 3.4 Payment of Taxes and Other Claims. The Issuer will pay or discharge or cause to be paid or discharged, before the same shall become delinquent, (i) all taxes, assessments and governmental charges levied or imposed upon the Issuer or any Restricted Subsidiary or for which it or any of them are otherwise liable, or upon the income, profits or property of the Issuer or any Restricted Subsidiary and (ii) all lawful claims for labor, materials and supplies, which, if unpaid, might by law become a liability or Lien upon the property of the Issuer or any Restricted Subsidiary; *provided, however,* that the Issuer shall not be required to pay or discharge or cause to be paid or discharged any such tax, assessment, charge or claim whose amount, applicability or validity is being contested in good faith by appropriate proceedings and for which appropriate reserves, if necessary (in the good faith judgment of the Issuer), are being maintained in accordance with GAAP or where the failure to effect such payment will not be disadvantageous to the Holders.

Section 3.5 Compliance Certificate. The Issuer and each Note Guarantor shall deliver to the Trustee within 105 days after the end of each fiscal year of the Issuer (which fiscal year ends on December 31 of each year, subject to any change in fiscal year following the Issue Date) an Officer's Certificate stating that in the course of the performance by the signers of their duties as Officers of the Issuer or such Note Guarantor, as the case may be, they would normally have knowledge of any Default or Event of Default and whether or not the signers know of any Default or Event of Default that occurred during the previous fiscal year. If they do, the certificate shall describe the Default or Event of Default, its status and what action the Issuer or such Note Guarantor is taking or proposes to take with respect thereto.

Section 3.6 Further Instruments and Acts.

(a) The Issuer and each Note Guarantor will execute and deliver such further instruments and do such further acts as may be reasonably necessary or proper or as the Trustee may reasonably request to carry out more effectively the purpose of this Indenture.

(b) The Issuer and the Note Guarantors shall take, and shall cause their Subsidiaries party thereto to take, any and all actions required under the Intercreditor Agreement and the Security Documents to cause the Intercreditor Agreement and the Security Documents to create and maintain, as security for the Obligations of the Issuer and the Note Guarantors hereunder, a valid and enforceable perfected security interest on all the Collateral, in favor of the Security Agent for the equal and ratable benefit of the Holders of the Notes, and the other Permitted Secured Obligations, first in priority to any and all security interests at any time granted upon the Collateral, subject in all respects to Liens imposed by law and Liens for judgments, taxes, assessments or governmental charges.

Section 3.7 Waiver of Stay, Extension or Usury Laws. The Issuer and each Note Guarantor covenant (to the fullest extent permitted by applicable law) that they will not at any time insist upon, plead, or in any manner whatsoever claim or take the benefit or advantage of, any stay or extension law or any usury law or other law that would prohibit or forgive the Issuer or such Note Guarantor from paying all or any portion of the principal of or interest on the Notes as contemplated herein, wherever enacted, now or at any time hereafter in force, or which may affect the covenants or the performance of this Indenture. The Issuer and each Note Guarantor hereby expressly waives (to the fullest extent permitted by applicable law) all benefit or advantage of any such law, and covenants that it will not hinder, delay or impede the execution of any power herein granted to the Trustee, but will suffer and permit the execution of every such power as though no such law had been enacted.

Section 3.8 Change of Control.

(a) If a Change of Control occurs, each Holder will have the right to require that the Issuer purchase all or a portion (in integral multiples of U.S.$1,000) of the Holder's Notes at a purchase price equal to 101% of the principal amount thereof, plus accrued and unpaid interest thereon to, but not including, the date of purchase (the "Change of Control Payment") on the terms and conditions set forth herein.

(b) Within 30 days following the date upon which the Change of Control occurred, the Issuer shall send, electronically or by first-class mail, a Change of Control Notice to each Holder, with a copy to the Trustee, offering to purchase the Notes as described above (a "Change of Control Offer"). The Change of Control Notice shall state, among other things, the purchase date, which must be no earlier than 30 days nor later than 60 days from the date the notice is electronically sent or mailed, other than as may be required by law (the "Change of Control Payment Date").

(c) On the Change of Control Payment Date, the Issuer will, to the extent lawful:

(i) accept for payment all Notes or portions thereof properly tendered and not withdrawn pursuant to the Change of Control Offer;

(ii) deposit with the Paying Agent funds in an amount equal to the Change of Control Payment in respect of all Notes or portions thereof so tendered; and

(iii) deliver or cause to be delivered to the Trustee the Notes so accepted together with an Officer's Certificate stating the aggregate principal amount of Notes or portions thereof being purchased by the Issuer.

(d) If only a portion of a Note is purchased pursuant to a Change of Control Offer, a new Note in a principal amount equal to the portion thereof not purchased will be issued in the name of the Holder thereof upon cancellation of the original Note (or appropriate adjustments to the amount and beneficial interests in a Global Note will be made, as appropriate); *provided*, that each new Note shall be in a minimum principal amount of U.S.$200,000 and in integral multiples of U.S.$1,000 in excess thereof. Notes (or portions thereof) purchased pursuant to a Change of Control Offer will be canceled and cannot be reissued.

(e) The Issuer will not be required to make a Change of Control Offer upon a Change of Control if:

(i) a third party makes the Change of Control Offer in the manner, at the times and otherwise in compliance with the requirements set forth in this Indenture applicable to a Change of Control Offer made by the Issuer and purchases all Notes properly tendered and not withdrawn under the Change of Control Offer, or

(ii) notice of redemption with respect to all Outstanding Notes has been given pursuant to this Indenture as described under Section 5.4 unless and until there is a default in payment of the applicable redemption price.

(f) The Issuer will comply with the requirements of Rule 14e-1 under the Exchange Act and any other securities laws and regulations in connection with the purchase of Notes to the extent that they apply in connection with a Change of Control Offer. To the extent that the provisions of any securities laws or regulations conflict with the "Change of Control" provisions of this Indenture, the Issuer will comply with the applicable securities laws and regulations and will not be deemed to have breached its obligations under this Indenture by doing so.

Section 3.9 Limitation on Incurrence of Additional Indebtedness.

(a) The Issuer will not, and will not cause or permit any of its Restricted Subsidiaries to, directly or indirectly, Incur any Indebtedness, including Acquired Indebtedness, except that the Issuer and/or any Restricted Subsidiary may Incur Indebtedness, including Acquired Indebtedness, if, at the time of and immediately after giving *pro forma* effect to the Incurrence thereof and the application of the proceeds therefrom, the Consolidated Fixed Charge Coverage Ratio of the Issuer is greater than or equal to 2.0 to 1.0; *provided* that, the amount of Indebtedness that may be Incurred by Restricted Subsidiaries that are not Note Guarantors under this Section 3.9(a) (after giving *pro forma* effect to the Incurrence thereof and the application of the proceeds therefrom), shall not exceed the greater of (i) 10% of Consolidated Tangible Assets and (ii) U.S.$1.5 billion, at any one time outstanding.

(b) Notwithstanding clause (a) above, the Issuer and/or any of its Restricted Subsidiaries, as applicable, may Incur the following Indebtedness ("Permitted Indebtedness"):

(i) Indebtedness consisting of the Notes, excluding Additional Notes;

(ii) Guarantees by the Issuer and/or any Note Guarantor of Indebtedness of the Issuer or any Restricted Subsidiary permitted under this Indenture; *provided*, that if any such Guarantee is of Subordinated Indebtedness, then the obligations of the Issuer under the Notes and this Indenture or the Note Guarantee of such Note Guarantor, as applicable, will be senior to the Guarantee of such Subordinated Indebtedness;

(iii) Indebtedness of the Issuer and/or any of its Restricted Subsidiaries outstanding on the Issue Date (excluding Indebtedness permitted under clauses (v), (vi), (vii) or (x) of this definition of Permitted Indebtedness);

(iv) Hedging Obligations, Compensation Related Hedging Obligations and any Guarantees thereof and any reimbursement obligations with respect to letters of credit related thereto, in each case entered into by the Issuer and/or any of its Restricted Subsidiaries; *provided*, that upon the drawing of such letters of credit, such obligations are reimbursed within 30 days following such drawing;

(v) intercompany Indebtedness between the Issuer and any Restricted Subsidiary or between any Restricted Subsidiaries; *provided*, that in the event that at any time any such Indebtedness ceases to be held by the Issuer or a Restricted Subsidiary, such Indebtedness shall be deemed to be Incurred and not permitted by this clause (v) at the time such event occurs;

(vi) Indebtedness of the Issuer and/or any of its Restricted Subsidiaries arising from (A) the honoring by a bank or other financial institution of a check, draft or similar instrument inadvertently drawn against insufficient funds in the ordinary course of business; *provided*, that such Indebtedness is extinguished within five Business Days of Incurrence; or (B) any cash pooling or other cash management agreements in place with a bank or financial institution but only to the extent of offsetting credit balances of the Issuer and/or its Restricted Subsidiaries pursuant to such cash pooling or other cash management agreement;

(vii) Indebtedness of the Issuer and/or any of its Restricted Subsidiaries represented by (A) endorsements of negotiable instruments in the ordinary course of business (excluding an *aval*), (B) documentary credits (including all forms of letter of credit), performance bonds or guarantees, advance payments, bank guarantees, bankers' acceptances, surety or appeal bonds or similar instruments for the account of, or guaranteeing performance by, the Issuer and/or any Restricted Subsidiary in the ordinary course of business, (C) reimbursement obligations with respect to letters of credit in the ordinary course of business, (D) reimbursement obligations with respect to letters of credit and performance Guarantees in the ordinary course of business to the extent required pursuant to the terms of any Investment made pursuant to clause (12) of the definition of "Permitted Investment" and (E) other Guarantees by the Issuer and/or any Restricted Subsidiary in favor of a bank or financial institution in respect of obligations of that bank or financial institution to a third party in an amount not to exceed U.S.$500.0 million at any one time outstanding; *provided*, that in the case of clauses (B), (C) and (D) above, upon the drawing of such letters of credit or the Incurrence of such Indebtedness, such obligations are reimbursed within 30 days following such drawing or Incurrence;

(viii) Refinancing Indebtedness in respect of:

(A) Indebtedness (other than Indebtedness owed to the Issuer or any Subsidiary of the Issuer) Incurred pursuant to clause (a) above (it being understood that no Indebtedness outstanding on the Issue Date is Incurred pursuant to such clause (a) above), or

(B) Indebtedness Incurred pursuant to clause (i), (ii) or (iii) above or this clause (viii);

(ix) Capitalized Lease Obligations, Sale and Leaseback Transactions, export credit facilities with a maturity of at least one year and Purchase Money Indebtedness of, including Guarantees of any of the foregoing by, the Issuer and/or any Restricted Subsidiary, in an aggregate principal amount at any one time outstanding not to exceed U.S.$1.75 billion;

(x) Indebtedness arising from agreements entered into by the Issuer and/or a Restricted Subsidiary providing for bona fide indemnification, adjustment of purchase price or similar obligations not for financing purposes, in each case, Incurred or assumed in connection with the acquisition or disposition of any business, assets or Capital Stock of a Restricted Subsidiary (including minority interests); *provided*, that in the case of a disposition, the maximum aggregate liability in respect of such Indebtedness shall at no time exceed the gross proceeds actually received by the Issuer and its Restricted Subsidiaries in connection with such disposition;

(xi) Indebtedness of the Issuer and/or any of its Restricted Subsidiaries in an aggregate amount not to exceed U.S.$1.0 billion at any one time outstanding; *provided*, that no more than U.S.$250.0 million of such Indebtedness at any one time outstanding (excluding any Indebtedness under a Permitted Liquidity Facility) may be Incurred by Restricted Subsidiaries that are not Note Guarantors, which amount shall be increased by the corresponding amount of other Indebtedness of Restricted Subsidiaries other than the Note Guarantors outstanding on the Issue Date and subsequently repaid from time to time but in any event not to exceed U.S.$500.0 million at any one time outstanding; *provided, further, however*, that (A) the Issuer and/or any of its Restricted Subsidiaries may Incur Indebtedness under a Permitted Liquidity Facility and (B) in the event that the Issuer and/or any of its Restricted Subsidiaries shall have Incurred Indebtedness under a Permitted Liquidity Facility that increases the amount outstanding at such time pursuant to this clause (xi) in excess of U.S.$1.0 billion, then up to U.S.$1.2 billion may be Incurred pursuant to this clause (xi) at any one time outstanding;

(xii) (A) Indebtedness of the Issuer and/or any of its Restricted Subsidiaries in respect of factoring arrangements or Inventory Financing arrangements or (B) other Indebtedness of the Issuer and/or any of its Restricted Subsidiaries with a maturity of 12 months or less for working capital purposes, not to exceed in the aggregate at any one time (calculated as of the end of the most recent fiscal quarter for which consolidated financial information of the Issuer is available) the greater of:

(1) The sum of:

(x) 20% of the net book value of the inventory of the Issuer and its Restricted Subsidiaries and

(y) 20% of the net book value of the accounts receivable of the Issuer and its Restricted Subsidiaries (excluding accounts receivable pledged to secure Indebtedness or subject to a Qualified Receivables Transaction), less, in each case, the amount of any permanent repayments or reductions of commitments in respect of such Indebtedness made with the Net Cash Proceeds of an Asset Sale in order to comply with Section 3.12; or

(2) U.S.$350.0 million;

(xiii) [Reserved];

(xiv) Indebtedness of the Issuer and/or any of its Restricted Subsidiaries for taxes levied, assessments due and other governmental charges required to be paid as a matter of law or regulation in the ordinary course of business; *provided*, that such Indebtedness shall be permitted to be Incurred only at such time that the 2017 Facilities Agreement (or any refinancing thereof) shall contain an exception to allow the Incurrence of Indebtedness to pay taxes;

(xv) [Reserved];

(xvi) Indebtedness of the Issuer and/or any of its Restricted Subsidiaries Incurred and/or issued to refinance Qualified Receivables Transactions in existence on the Issue Date;

(xvii) Acquired Indebtedness in an aggregate amount at any one time outstanding under this clause (xvii) not to exceed U.S.$200.0 million; and

(xviii)(A) any Indebtedness that constitutes an Investment that the Issuer and/or any of its Restricted Subsidiaries is contractually committed to Incur as of the Issue Date in any Person (other than a Subsidiary) in which the Issuer or any of its Restricted Subsidiaries maintains an Investment; and (B) Guarantees up to U.S.$100.0 million in any calendar year by the Issuer and/or any Restricted Subsidiary of Indebtedness of any Person in which the Issuer or any of its Restricted Subsidiaries maintains an Investment minus any Investment other than such guarantees in such Person during such calendar year pursuant to clause (17)(b) of the definition of "Permitted Investments."

(c) Notwithstanding anything to the contrary contained in this Section 3.9,

(i) The Issuer shall not, and shall not permit any Note Guarantor to, Incur any Permitted Indebtedness pursuant to Section 3.9(b) if the proceeds thereof are used, directly or indirectly, to Refinance any Subordinated Indebtedness unless such Indebtedness shall be subordinated to the Notes or the applicable Note Guarantee, as the case may be, to at least the same extent as such Subordinated Indebtedness.

(ii) For purposes of determining compliance with, and the outstanding principal amount of, any particular Indebtedness Incurred pursuant to and in compliance with this Section 3.9, the amount of Indebtedness issued at a price that is less than the principal amount thereof will be equal to the amount of the liability in respect thereof determined in accordance with GAAP. Accrual of interest, the accretion or amortization of original issue discount, the payment of regularly scheduled interest in the form of additional Indebtedness of the same instrument or the payment of regularly scheduled dividends on Disqualified Capital Stock in the form of additional Disqualified Capital Stock with the same terms will not be deemed to be an Incurrence of Indebtedness for purposes of this Section 3.9. For purposes of determining compliance with this Section 3.9, mark-to- market fluctuations of Hedging Obligations or derivatives shall not constitute Incurrence of Indebtedness.

(iii) For purposes of determining compliance with this Section 3.9, the principal amount of Indebtedness denominated in foreign currency shall be calculated based on the relevant currency exchange rate in effect on the date such Indebtedness was Incurred, in the case of term Indebtedness, or first committed, in the case of revolving credit Indebtedness; *provided*, that if such Indebtedness is Incurred to refinance other Indebtedness denominated in foreign currency, and such refinancing would cause the applicable restriction to be exceeded if calculated at the relevant currency exchange rate in effect on the date of such refinancing, such restriction shall be deemed not to have been exceeded so long as the principal amount of such Refinancing Indebtedness does not exceed the principal amount of such Indebtedness being refinanced. Notwithstanding any other provision of this Section 3.9, the maximum amount of Indebtedness Incurred to refinance other Indebtedness, if Incurred in a different currency from the Indebtedness being refinanced, shall be calculated based on the currency exchange rate applicable to the currencies in which such Refinancing Indebtedness is denominated that is in effect on the date of such refinancing.

(iv) For purposes of determining compliance with this Section 3.9:

(A) in the event that an item of Indebtedness meets the criteria of more than one of the types of Indebtedness described above, including, without limitation, in Section 3.9(a), the Issuer, in its sole discretion, will classify such item of Indebtedness at the time of Incurrence and only be required to include the amount and type of such Indebtedness in one of the above clauses and may later reclassify all or a portion of such item of Indebtedness as having been Incurred pursuant to any other clause to the extent such Indebtedness could be Incurred pursuant to such clause at the time of such reclassification; and

(B) the Issuer will be entitled to divide and classify an item of Indebtedness in more than one of the types of Indebtedness described above, including, without limitation, Section 3.9(a).

Section 3.10 [Reserved].

Section 3.11 Limitation on Restricted Payments.

(a) The Issuer will not, and will not cause or permit any of its Restricted Subsidiaries to, directly or indirectly, take any of the following actions (each, a "Restricted Payment"):

(i) declare or pay any dividend or return of capital or make any distribution on or in respect of shares of Capital Stock of the Issuer or any Restricted Subsidiary to holders of such Capital Stock, other than:

(A) dividends, distributions or returns on capital to the extent payable in Qualified Capital Stock of the Issuer,

(B) dividends, distributions or returns on capital payable to the Issuer and/or a Restricted Subsidiary,

(C) dividends, distributions or returns of capital made on a *pro rata* basis to the Issuer and its Restricted Subsidiaries, on the one hand, and minority holders of Capital Stock of a Restricted Subsidiary, on the other hand (or on less than a *pro rata* basis to any minority holder);

(ii) purchase, redeem or otherwise acquire or retire for value:

(A) any Capital Stock of the Issuer (other than in connection with the settlement or termination of an Equity Derivative Agreement to the extent that such settlement or termination would be deemed to be a purchase or redemption of Capital Stock of the Issuer), or

(B) any Capital Stock of any Restricted Subsidiary held by an Affiliate of the Issuer or any Preferred Stock of a Restricted Subsidiary, except for:

(1) Capital Stock held by the Issuer or a Restricted Subsidiary, or

(2) purchases, redemptions, acquisitions or retirements for value of Capital Stock on a *pro rata* basis from the Issuer and/or any Restricted Subsidiaries, on the one hand, and minority holders of Capital Stock of a Restricted Subsidiary, on the other hand, according to their respective percentage ownership of the Capital Stock of such Restricted Subsidiary;

(iii) make any principal payment on, purchase, defease, redeem, prepay, decrease or otherwise acquire or retire for value, prior to any scheduled final maturity, scheduled repayment or scheduled sinking fund payment, as the case may be, any Subordinated Indebtedness (excluding any intercompany indebtedness); or

(iv) make any Investment (other than Permitted Investments);

if at the time of the Restricted Payment immediately after giving effect thereto:

(A) a Default or an Event of Default shall have occurred and be continuing;

(B) the Issuer is not able to Incur at least U.S.$1.00 of additional Indebtedness pursuant to Section 3.9(a); or

(C) the aggregate amount (the amount expended for these purposes, if other than in cash, being the Fair Market Value of the relevant property at the time of the making thereof) of the proposed Restricted Payment and all other Restricted Payments made subsequent to the Issue Date up to the date thereof (including without duplication, Restricted Payments permitted by clause(b)(i) below, but excluding all other Restricted Payments permitted by clause (b) below), less any Investment Return calculated as of the date thereof, shall exceed the sum of:

(1) 50% of cumulative Consolidated Net Income of the Issuer (or, if cumulative Consolidated Net Income of the Issuer is a loss, 100% of the loss taken as a negative amount), accrued during the period, treated as one accounting period, beginning on January 1, 2017 to the end of the most recent fiscal quarter for which consolidated financial information of the Issuer is available, *less* the amount of cash benefits to the Issuer or a Restricted Subsidiary that the Issuer elects to net against Investments pursuant to clause (12) of the definition of "Permitted Investments"; plus

(2) 100% of the aggregate net cash proceeds received by the Issuer from any Person from any:

- contribution to the equity capital of the Issuer (not representing an interest in Disqualified Capital Stock) or issuance and sale of Qualified Capital Stock of the Issuer, in each case, subsequent to the Issue Date, or
- issuance and sale subsequent to the Issue Date (and, in the case of Indebtedness of a Restricted Subsidiary, at such time as it was a Restricted Subsidiary) of any Indebtedness for borrowed money of the Issuer or any Restricted Subsidiary that has been converted into or exchanged for Qualified Capital Stock of the Issuer, excluding, in each case, any net cash proceeds:
- received from a Subsidiary of the Issuer;

- used to redeem Notes under Article V;
- used to acquire Capital Stock or other assets from an Affiliate of the Issuer; or
- applied in accordance with clause (ii)(B) or (iii)(A) of Section 3.11(b) below; plus

(3) U.S.$500.0 million

(b) Notwithstanding Section 3.11(a), this Section 3.11 does not prohibit:

(i) the payment of any dividend within 60 days after the date of declaration of such dividend if the dividend would have been permitted on the date of declaration pursuant to Section 3.11(a);

(ii) if no Default or Event of Default shall have occurred and be continuing, the purchase, redemption or other acquisition or retirement for value of any Capital Stock of the Issuer or any Restricted Subsidiary,

(A) in exchange for Qualified Capital Stock of the Issuer, or

(B) through the application of the net cash proceeds received by the Issuer from a substantially concurrent sale of Qualified Capital Stock of the Issuer or a contribution to the equity capital of the Issuer not representing an interest in Disqualified Capital Stock, in each case, not received from a Subsidiary of the Issuer;

provided, that the value of any such Qualified Capital Stock issued in exchange for such acquired Capital Stock and any such net cash proceeds shall be excluded from Section 3.11(a)(C)(2) (and were not included therein at any time);

(iii) if no Default or Event of Default shall have occurred and be continuing, the voluntary prepayment, purchase, defeasance, redemption or other acquisition or retirement for value of any Subordinated Indebtedness:

(A) solely in exchange for, or through the application of net cash proceeds of a substantially concurrent sale, other than to a Subsidiary of the Issuer, of Qualified Capital Stock of the Issuer, or

(B) solely in exchange for Refinancing Indebtedness for such Subordinated Indebtedness,

provided, that the value of any Qualified Capital Stock issued in exchange for Subordinated Indebtedness and any net cash proceeds referred to above shall be excluded from Section 3.11(a)(C)(2) (and were not included therein at any time);

(iv) repurchases by the Issuer of Common Stock of the Issuer or options, warrants or other securities exercisable or convertible into Common Stock of the Issuer from employees or directors of the Issuer or any of its Subsidiaries or their authorized representatives upon the death, disability or termination of employment or directorship of the employees or directors, in an amount not to exceed U.S.$5.0 million in any calendar year and any repurchases other than in connection with compensation of Common Stock of the Issuer pursuant to binding written agreements in effect on the Issue Date;

(v) payments of dividends on Disqualified Capital Stock issued pursuant to the covenant described under Section 3.9;

(vi) non-cash repurchases of Capital Stock deemed to occur upon exercise of stock options, warrants or other similar rights if such Capital Stock represents a portion of the exercise price of such options, warrants or other similar rights;

(vii) cash payments in lieu of the issuance of fractional shares in connection with the exercise of warrants, options or other securities convertible into or exchangeable for Capital Stock of the Issuer;

(viii) purchases of any Subordinated Indebtedness of the Issuer (A) at a purchase price not greater than 101% of the principal amount thereof (together with accrued and unpaid interest) in the event of the occurrence of a Change of Control or (B) at a purchase price not greater than 100% of the principal amount thereof (together with accrued and unpaid interest) in the event of an Asset Sale in accordance with provisions similar to those set forth under Section 3.12; *provided*, *however*, that prior to such purchase of any such Subordinated Indebtedness, the Issuer has made the Change of Control Offer or Asset Sale Offer as provided under Section 3.8 or Section 3.12, respectively, and has purchased all Notes validly tendered and not properly withdrawn pursuant thereto;

(ix) recapitalization of earnings on or in respect of the Qualified Capital Stock of the Issuer pursuant to which additional Qualified Capital Stock of the Issuer or the right to subscribe for additional Capital Stock of the Issuer is issued to the existing shareholders of the Issuer on a *pro rata* basis (which, for the avoidance of doubt, shall not allow any payment in cash to be made in respect of Qualified Capital Stock of the Issuer pursuant to this clause (ix));

(x) the making of any payment on, or the purchase, defeasance, redemption, prepayment, decrease or other acquisition or retirement for value of, any Subordinated Indebtedness Incurred pursuant to Section 3.9(a) or Section 3.9(b)(iii);

(xi) Restricted Payments that, when taken together with all Restricted Payments made pursuant to this clause (xi), do not exceed U.S.$250.0 million in any calendar year; and

(xii) so long as no Event of Default has occurred and is continuing other Restricted Payments so long as, on the date of such Restricted Payment and after giving effect thereto on a *pro forma* basis, the Consolidated Leverage Ratio of the Issuer would be no greater than 3.75 to 1.0.

(c) The amount of all Restricted Payments (or transfer or issuance that would constitute Restricted Payments but for the exclusions from the definition thereof) and Permitted Investments (other than cash) will be the Fair Market Value on the date of the transfer or issuance of the asset(s) or securities proposed to be transferred or issued by the Issuer or such Restricted Subsidiary, as the case may be, pursuant to the Restricted Payment (or transfer or issuance that would constitute a Restricted Payment but for the exclusions from the definition thereof) or Permitted Investment.

(d) For purposes of determining compliance with this Section 3.11, in the event that a proposed Restricted Payment (or a portion thereof) meets the criteria of clauses (i) through (xii) of Section 3.11(b) or is entitled to be made pursuant to Section 3.11(a) or as a Permitted Investment, the Issuer, in its sole discretion, will be able to classify or later reclassify (based on circumstances existing on the date of such reclassification) such Restricted Payment (or a portion thereof) between clauses (i) through (xii) of Section 3.11(b) and Section 3.11(a) or as a Permitted Investment in any manner that otherwise complies with this Section 3.11.

Section 3.12 Limitation on Asset Sales.

(a) The Issuer will not, and will not permit any of its Restricted Subsidiaries to, consummate an Asset Sale unless:

(i) the Issuer or the applicable Restricted Subsidiary, as the case may be, receives consideration at the time of the Asset Sale at least equal to the Fair Market Value (to be determined as of the date on which such sale is contracted) of the assets sold or otherwise disposed of, and

(ii) other than in respect of Permitted Asset Swap Transactions, at least 75% of the consideration received for the assets sold by the Issuer or the Restricted Subsidiary, as the case may be, in the Asset Sale shall be in the form of cash or Cash Equivalents received at the time of such Asset Sale; *provided*, *however*, for the purposes of this clause (ii), the following are also deemed to be cash or Cash Equivalents:

(A) the assumption of Indebtedness (other than Subordinated Indebtedness) of the Issuer or any Restricted Subsidiary and the release of the Issuer or such Restricted Subsidiary from all liability on such Indebtedness in connection with such Asset Sale;

(B) any securities, notes or obligation received by the Issuer or any Restricted Subsidiary from the transferee that are, within 180 days after the Asset Sale, converted by the Issuer or such Restricted Subsidiary into cash, to the extent of cash received in that conversion;

(C) Capital Stock of a Person who is or who, after giving effect to such Asset Sale, becomes, a Restricted Subsidiary; and

(D) any Designated Non-cash Consideration received by the Issuer or such Restricted Subsidiary in connection with such Asset Sale having an aggregate Fair Market Value which, when taken together with the Fair Market Value of all other Designated Non-cash Consideration received pursuant to this clause (D) since the Issue Date, does not exceed the sum of (1) 3.0% of Consolidated Tangible Assets of the Issuer calculated as of the end of the most recent fiscal quarter for which consolidated financial information is available (with the Fair Market Value of each item of Designated Non-cash Consideration being measured as of the date it was received and without giving effect to subsequent changes in value of any such item of Designated Non-cash Consideration) and (2) the amount of cash or Cash Equivalents received in connection with a subsequent sale of such Designated Non-cash Consideration.

(b) The Issuer or any Restricted Subsidiary may apply the Net Cash Proceeds of any such Asset Sale within 365 days thereof to:

(i) repay any Senior Indebtedness for borrowed money or constituting a Capitalized Lease Obligation and permanently reduce the commitments with respect thereto, or

(ii) purchase:

(A) assets (except for current assets as determined in accordance with GAAP or Capital Stock) to be used by the Issuer or any Restricted Subsidiary in a Permitted Business, or

(B) substantially all of the assets of a Permitted Business or Capital Stock of a Person engaged in a Permitted Business that will become, upon purchase, a Restricted Subsidiary from a Person other than the Issuer and its Restricted Subsidiaries.

(c) To the extent all or a portion of the Net Cash Proceeds of any Asset Sale are not applied within the 365 days of the Asset Sale as described in clause (i) or (ii) of Section 3.12(b), the Issuer will make an offer to purchase Notes (the "Asset Sale Offer"), at a purchase price equal to 100% of the principal amount of the Notes to be purchased, plus accrued and unpaid interest thereon, to, but not including, the date of purchase (the "Asset Sale Offer Amount"). The Issuer will purchase pursuant to an Asset Sale Offer from all tendering Holders on a *pro rata* basis, and, at the Issuer's option, on a *pro rata* basis with the holders of any other Senior Indebtedness with similar provisions requiring the Issuer to offer to purchase the other Senior Indebtedness with the proceeds of Asset Sales, that principal amount (or accreted value in the case of Indebtedness issued with original issue discount) of Notes and the other Senior Indebtedness to be purchased equal to such unapplied Net Cash Proceeds. The Issuer may satisfy its obligations under this Section 3.12 with respect to the Net Cash Proceeds of an Asset Sale by making an Asset Sale Offer prior to the expiration of the relevant 365-day period.

(d) Pending the final application of any Net Cash Proceeds pursuant to this Section 3.12, the holder of such Net Cash Proceeds may apply such Net Cash Proceeds temporarily to reduce Indebtedness outstanding under a revolving credit facility or otherwise invest such Net Cash Proceeds in any manner not prohibited by this Indenture.

(e) The purchase of Notes pursuant to an Asset Sale Offer shall occur not less than 20 Business Days following the date thereof, or any longer period as may be required by law, nor more than 45 days following the 365th day following the Asset Sale. The Issuer may, however, defer an Asset Sale Offer until there is an aggregate amount of unapplied Net Cash Proceeds from one or more Asset Sales equal to or in excess of U.S.$100.0 million. At that time, the entire amount of unapplied Net Cash Proceeds, and not just the amount in excess of U.S.$100.0 million, shall be applied as required pursuant to this Section 3.12.

(f) Each Asset Sale Offer Notice shall be sent electronically or by first class mail, postage prepaid, to the record Holders as shown on the Note Register within 20 days following such 365th day (or such earlier date as the Issuer shall have elected to make such Asset Sale Offer), with a copy to the Trustee offering to purchase the Notes as described above. Each notice of an Asset Sale Offer shall state, among other things, the purchase date, which must be no earlier than 30 days nor later than 60 days from the date the notice is sent or mailed, other than as may be required by law (the "Asset Sale Offer Payment Date"). Upon receiving notice of an Asset Sale Offer, Holders may elect to tender their Notes in whole or in part in minimum denominations of U.S.$200,000 and in any integral multiples of U.S.$1,000 in excess thereof in exchange for cash.

(g) On the Asset Sale Offer Payment Date, the Issuer shall, to the extent lawful:

(i) accept for payment all Notes or portions thereof properly tendered pursuant to the Asset Sale Offer;

(ii) deposit with the Paying Agent funds in an amount equal to the Asset Sale Offer Amount in respect of all Notes or portions thereof so tendered; and

(iii) deliver or cause to be delivered to the Trustee the Notes so accepted together with an Officer's Certificate stating the aggregate principal amount of the Notes or portions thereof being purchased by the Issuer.

(h) To the extent Holders of Notes and holders of other Senior Indebtedness, if any, which are the subject of an Asset Sale Offer properly tender and do not withdraw Notes or the other Senior Indebtedness in an aggregate amount exceeding the amount of unapplied Net Cash Proceeds, the Issuer shall purchase the Notes and the other Senior Indebtedness on a pro rata basis (based on amounts tendered). If only a portion of a Note is purchased pursuant to an Asset Sale Offer, a new Note in a principal amount equal to the portion thereof not purchased shall be issued in the name of the holder thereof upon cancellation of the original Note (or appropriate adjustments to the amount and beneficial interests in a global note shall be made, as appropriate). Notes (or portions thereof) purchased pursuant to an Asset Sale Offer shall be canceled and cannot be reissued.

(i) The Issuer shall comply with the requirements of Rule 14e-1 under the Exchange Act and any other applicable securities laws in connection with the purchase of Notes pursuant to an Asset Sale Offer. To the extent that the provisions of any applicable securities laws or regulations conflict with this Section 3.12, the Issuer shall comply with these laws and regulations and shall not be deemed to have breached its obligations under the "Asset Sale" provisions of this Indenture by doing so.

(j) Upon completion of an Asset Sale Offer, the amount of Net Cash Proceeds shall be reset at zero. Accordingly, to the extent that the aggregate amount of Notes and other Indebtedness tendered pursuant to an Asset Sale Offer is less than the aggregate amount of unapplied Net Cash Proceeds, the Issuer may use any remaining Net Cash Proceeds for general corporate purposes of the Issuer and its Restricted Subsidiaries.

(k) In the event of the transfer of substantially all (but not all) of the property and assets of the Issuer and its Restricted Subsidiaries as an entirety to a Person in a transaction permitted under Article IV, the Successor Issuer shall be deemed to have sold the properties and assets of the Issuer and its Restricted Subsidiaries not so transferred for purposes of this Section 3.12, and shall comply with the provisions of this Section 3.12 with respect to the deemed sale as if it were an Asset Sale. In addition, the Fair Market Value of properties and assets of the Issuer or its Restricted Subsidiaries so deemed to be sold shall be deemed to be Net Cash Proceeds for purposes of this Section 3.12.

(l) If at any time any non-cash consideration received by the Issuer or any Restricted Subsidiary, as the case may be, in connection with any Asset Sale, is converted into or sold or otherwise disposed of for cash (other than interest received with respect to any non-cash consideration), the conversion or disposition shall be deemed to constitute an Asset Sale hereunder and the Net Cash Proceeds thereof shall be applied in accordance with this Section 3.12 within 365 days of conversion or disposition.

Section 3.13 [Reserved]

Section 3.14 Limitation on Designation of Unrestricted Subsidiaries.

(a) The Issuer may designate after the Issue Date any Subsidiary of the Issuer other than a Note Guarantor as an Unrestricted Subsidiary under this Indenture (a "Designation") only if:

(i) no Default or Event of Default shall have occurred and be continuing at the time of or after giving effect to such Designation and any transactions between the Issuer or any of its Restricted Subsidiaries and such Unrestricted Subsidiary are in compliance with Section 3.18; and

(ii) the Issuer would be permitted to make an Investment at the time of Designation (assuming the effectiveness of such Designation and treating such Designation as an Investment at the time of Designation) as a Restricted Payment pursuant to Section 3.11(a) in an amount (the "Designation Amount") equal to the amount of the Issuer's Investment in such Subsidiary on such date.

(b) The Issuer may revoke any Designation of a Subsidiary as an Unrestricted Subsidiary (a "Revocation") only if:

(i) no Default or Event of Default shall have occurred and be continuing at the time of and after giving effect to such Revocation; and

(ii) all Liens and Indebtedness of such Unrestricted Subsidiary outstanding immediately following such Revocation, if Incurred at such time, would have been permitted to be Incurred for all purposes of this Indenture.

(c) The Designation of a Subsidiary of the Issuer as an Unrestricted Subsidiary shall be deemed to include the Designation of all of the Subsidiaries of such Subsidiary as Unrestricted Subsidiaries. All Designations and Revocations must be evidenced by an Officer's Certificate of the Issuer, delivered to the Trustee certifying compliance with the preceding provisions.

Section 3.15 Limitation on Dividends and Other Payment Restrictions Affecting Restricted Subsidiaries.

(a) Except as provided in clause (b) below, the Issuer shall not, and shall not cause or permit any of its Restricted Subsidiaries to, directly or indirectly, create or otherwise cause or permit to exist or become effective any consensual encumbrance or restriction on the ability of any Restricted Subsidiary to:

(i) pay dividends or make any other distributions on or in respect of its Capital Stock to the Issuer or any other Restricted Subsidiary or pay any Indebtedness owed to the Issuer or any other Restricted Subsidiary;

(ii) make loans or advances to, or make any Investment in, the Issuer or any other Restricted Subsidiary; or

(iii) transfer any of its property or assets to the Issuer or any other Restricted Subsidiary.

(b) Section 3.15(a) shall not apply to encumbrances or restrictions existing under or by reason of:

(i) applicable law, rule, regulation or order;

(ii) this Indenture;

(iii) any encumbrance or restriction pursuant to an agreement in effect at or entered into on the Issue Date, and any amendments, restatements, renewals, replacements or refinancings thereof; *provided*, that any amendment, restatement, renewal, replacement or refinancing is not materially more restrictive with respect to such encumbrances or restrictions than those in existence on the Issue Date as determined in good faith by the Issuer's senior management;

(iv) customary non-assignment provisions of any contract and customary provisions restricting assignment or subletting in any lease governing a leasehold interest of any Restricted Subsidiary, or any customary restriction on the ability of a Restricted Subsidiary to dividend, distribute or otherwise transfer any asset which secures Indebtedness secured by a Lien, in each case permitted to be Incurred under this Indenture;

(v) any instrument governing Acquired Indebtedness not Incurred in connection with, or in anticipation or contemplation of, the relevant acquisition, merger or consolidation, which encumbrance or restriction is not applicable to any Person, or the properties or assets of any Person, other than the Person or the properties or assets of the Person so acquired;

(vi) restrictions with respect to a Restricted Subsidiary of the Issuer imposed pursuant to a binding agreement which has been entered into for the sale or disposition of Capital Stock or assets of such Restricted Subsidiary; *provided*, that such restrictions apply solely to the Capital Stock or assets of such Restricted Subsidiary being sold (and in the case of Capital Stock, its Subsidiaries);

(vii) customary restrictions imposed on the transfer of copyrighted or patented materials;

(viii) an agreement governing Indebtedness Incurred to Refinance the Indebtedness issued, assumed or Incurred pursuant to an agreement referred to in clause (iii) or (v) of this Section 3.15(b); *provided*, that such Refinancing agreement is not materially more restrictive with respect to such encumbrances or restrictions than those contained in the agreement referred to in such clause (iii) or (v) as determined in good faith by the Issuer's senior management;

(ix) Liens permitted to be Incurred pursuant to the provisions of the covenant described under Section 3.17 that limit the right of any person to transfer the assets subject to such Liens;

(x) Purchase Money Indebtedness for property acquired in the ordinary course of business and Capitalized Lease Obligations that impose restrictions of the nature discussed in clause (iii) of Section 3.15(a) above on the property so acquired;

(xi) restrictions on cash or other deposits imposed by customers under contracts or other arrangements entered into or agreed to in the ordinary course of business not materially more restrictive than those existing on the Issue Date as determined in good faith by the Issuer's senior management;

(xii) customary provisions in joint venture agreements relating to dividends or other distributions in respect of such joint venture or the securities, assets or revenues of such joint venture;

(xiii) restrictions in Indebtedness Incurred by a Restricted Subsidiary in compliance with the covenant described under Section 3.9; *provided*, that (A) such restrictions are not materially more restrictive with respect to such encumbrances and restrictions than those such Restricted Subsidiary was subject to in agreements related to obligations referenced in clause (iii) above as determined in good faith by the Issuer's senior management or (B) such Incurrence will not materially impair the Issuer's ability to make payments under the Notes when due as determined in good faith by the Issuer's senior management; and

(xiv) net worth provisions in leases entered into by the Issuer or any Restricted Subsidiary in the ordinary course of business not materially more restrictive than those existing on the Issue Date as determined in good faith by the Issuer's senior management.

Section 3.16 Limitation on Layered Indebtedness. The Issuer shall not, and shall not permit any Note Guarantor to, directly or indirectly, Incur any Indebtedness that is subordinate in right of payment to any other Indebtedness, unless such Indebtedness is expressly subordinate in right of payment to the Notes or, in the case of a Note Guarantor, its Note Guarantee, to the same extent, on the same terms and for so long (except as a result of the provisions of the Intercreditor Agreement applicable to 2017 Facilities Agreement Indebtedness and any refinancing thereof) as such Indebtedness is subordinate to such other Indebtedness.

Section 3.17 Limitation on Liens. The Issuer shall not, and shall not cause or permit any of its Restricted Subsidiaries to, directly or indirectly, incur, grant, assume or suffer to exist any Liens of any kind (except for Permitted Liens) (a) against or upon any of their respective properties or assets, whether owned on the Issue Date or acquired after the Issue Date, or any proceeds therefrom, to secure any Indebtedness or trade payables or (b) deemed to exist in respect of Capitalized Lease Obligations (including any Capitalized Lease Obligations in respect of Sale and Leaseback Transactions), in each case, unless contemporaneously therewith effective provision is made:

(i) in the case of the Issuer or any Restricted Subsidiary that is not a Note Guarantor, to secure the Notes and all other amounts due under this Indenture; and

(ii) in the case of a Note Guarantor, to secure such Note Guarantor's Note Guarantee of the Notes and all other amounts due under this Indenture, in each case, equally and ratably with such Indebtedness or other obligation (or, in the event that such Indebtedness is subordinated in right of payment to the Notes or such Note Guarantee, as the case may be, prior to such Indebtedness or other obligation) with a Lien on the same properties and assets securing such Indebtedness or other obligation for so long as such Indebtedness or other obligation is secured by such Lien.

Section 3.18 Limitation on Transactions with Affiliates.

(a) The Issuer shall not, and shall not permit any of its Restricted Subsidiaries to, directly or indirectly, enter into any transaction or series of related transactions (including, without limitation, the purchase, sale, lease or exchange of any property or the rendering of any service) with, or for the benefit of, any Affiliate of the Issuer (each an "Affiliate Transaction"), unless the terms of such Affiliate Transaction are no less favorable than those that could reasonably be expected to be obtained in a comparable transaction at such time on an arm's-length basis from a Person that is not an Affiliate of the Issuer;

(b) The provisions of Section 3.18(a) above shall not apply to:

(i) Affiliate Transactions with or among the Issuer and any Restricted Subsidiary or between or among Restricted Subsidiaries;

(ii) reasonable fees and compensation paid to, and any indemnity provided on behalf of, officers, directors, employees, consultants or agents of the Issuer or any Restricted Subsidiary as determined in good faith by the Issuer's Board of Directors or, to the extent consistent with past practice, senior management;

(iii) Affiliate Transactions undertaken pursuant to any contractual obligations or rights in existence on the Issue Date (as in effect on the Issue Date with modifications, extensions and replacements thereof not materially adverse to the Issuer and its Restricted Subsidiaries) as determined in good faith by the Issuer's senior management;

(iv) any Restricted Payments in compliance with Section 3.11;

(v) payments and issuances of Qualified Capital Stock to any officers, directors and employees of the Issuer or any Restricted Subsidiary pursuant to any management equity plan or stock option plan or any other stock subscription or shareholder agreement, and any employment agreements, stock option plans or other compensatory arrangements (and any successor plans thereto) and any supplemental executive retirement benefit plans or arrangements with any such officers, directors or employees that are, in each case, approved in good faith by the Board of Directors or, to the extent consistent with past practice, senior management of the Issuer;

(vi) loans and advances to officers, directors and employees of the Issuer or any Restricted Subsidiary for travel, entertainment, moving and other relocation expenses, in each case made in the ordinary course of business in amounts consistent with the past practice of the Issuer or such Restricted Subsidiary; and

(vii) loans made by the Issuer or any Restricted Subsidiary to employees or directors in an aggregate amount not to exceed U.S.$15.0 million (or its equivalent in another currency) at any time outstanding.

Section 3.19 Conduct of Business. The Issuer and its Restricted Subsidiaries shall not engage in any business other than a Permitted Business.

Section 3.20 Reports to Holders.

(a) Notwithstanding that the Issuer may not be subject to the reporting requirements of Section 13 or 15(d) of the Exchange Act, so long as any Notes remain outstanding, the Issuer shall:

(i) provide the Trustee and the Holders with:

(A) annual reports on Form 20-F (or any successor form) containing the information required to be contained therein (or such successor form) within the time period required under the rules of the Commission for the filing of Form 20-F (or any successor form) by "foreign private issuers" (as defined in Rule 3b-4 of the Exchange Act (or any successor rule));

(B) reports on Form 6-K (or any successor form) including, whether or not required, unaudited quarterly financial statements (which shall include at least a balance sheet, income statement and cash flow statement) including a discussion of financial condition and results of operations of the Issuer in accordance with past practice, within 45 days after the end of each of the first three fiscal quarters of each fiscal year;

(C) such other reports on Form 6-K (or any successor form) promptly from time to time after the occurrence of an event that would be required to be reported on a Form 6-K (or any successor form); and

(ii) file with the Commission, to the extent permitted, the information, documents and reports referred to in clause (i) within the periods specified for such filings under the Exchange Act (whether or not applicable to the Issuer).

(b) In addition, at any time when the Issuer is not subject to or is not current in its reporting obligations under clause (ii) of Section 3.20(a), the Issuer shall make available, upon request, to any Holder and any prospective purchaser of Notes the information required pursuant to Rule 144A(d)(4) under the Securities Act.

(c) Notwithstanding anything in this Indenture to the contrary, the Issuer shall not be deemed to have failed to comply with any of its obligations hereunder for purposes of clause (iv) of Section 6.1(a) or for any other purpose hereunder until 75 days after the date any report hereunder is due.

(d) Delivery of such reports, information and documents to the Trustee is for informational purposes only and the Trustee's receipt of such reports shall not constitute actual or constructive notice of any information contained therein or determinable from information contained therein, including the Issuer's compliance with any of its covenants hereunder (as to which the Trustee is entitled to rely exclusively on Officer's Certificates).

Section 3.21 Payment of Additional Amounts.

(a) All payments made by the Issuer or the Note Guarantors under, or with respect to, the Notes shall be made free and clear of, and without withholding or deduction for or on account of any present or future tax, duty, levy, impost, assessment or other governmental charge (including penalties, interest and other liabilities related thereto) (collectively, "Taxes") imposed or levied by or on behalf of the United States, Mexico, Spain, the Netherlands, France, the United Kingdom, Switzerland or, in the event that the Issuer appoints additional paying agents, by the jurisdictions of such additional paying agents (a "Taxing Jurisdiction"), unless the Issuer or such Note Guarantor, as the case may be, is required to withhold or deduct Taxes by law or by the official interpretation or administration thereof.

(b) If the Issuer or any Note Guarantor is so required to withhold or deduct any amount for, or on account of, such Taxes from any payment made under or with respect to the Notes, the Issuer or such Note Guarantor, as the case may be, shall pay such additional amounts ("Additional Amounts") as may be necessary so that the net amount received by each Holder (including Additional Amounts) after such withholding or deduction shall not be less than the amount such Holder would have received if such Taxes had not been required to be withheld or deducted; *provided*, *however*, that the foregoing obligation to pay Additional Amounts does not apply to:

(i) any Taxes imposed solely because at any time there is or was a connection between the Holder and a Taxing Jurisdiction (other than the mere purchase of the Notes, or receipt of a payment or the ownership or holding of the Notes),

(ii) any estate, inheritance, gift, sales, transfer, personal property or similar Tax imposed with respect to the Notes,

(iii) any Taxes imposed solely because the Holder or any other person fails to comply with any certification, identification or other reporting requirement concerning the nationality, residence, identity or connection with a Taxing Jurisdiction of the Holder or any beneficial owner of the Note, if compliance is required by the applicable law of the Taxing Jurisdiction as a precondition to exemption from, or reduction in the rate of, the tax, assessment or other governmental charge, and the Issuer has given the Holders at least 30 days' notice that Holders shall be required to provide such information and identification,

(iv) any Taxes payable otherwise than by deduction or withholding from payments on the Notes,

(v) [Reserved],

(vi) any Taxes that would have been avoided by presenting for payment (where presentation is required) the relevant Note to another Paying Agent,

(vii) any Taxes with respect to such Note presented for payment more than 30 days after the date on which the payment became due and payable or the date on which payment thereof is duly provided for and notice thereof given to Holders, whichever occurs later, except to the extent that the Holders of such Note would have been entitled to such Additional Amounts on presenting such Note for payment on any date during such 30 day period, or

(viii) any payment on the Note to a Holder that is a fiduciary or partnership or a person other than the sole beneficial owner of any such payment, to the extent that a beneficiary or settlor with respect to such fiduciary, a member of such a partnership or the beneficial owner of the payment would not have been entitled to the Additional Amounts had the beneficiary, settlor, member or beneficial owner been the Holder of the Note.

(c) The obligations in Section 3.21(a) and Section 3.21(b) shall survive any termination or discharge of this Indenture and shall apply mutatis mutandis to any Taxing Jurisdiction with respect to any successor to the Issuer or any Note Guarantor, as the case may be. The Issuer or such Note Guarantor, as applicable, shall (i) make such withholding or deduction and (ii) remit the full amount deducted or withheld to the relevant Taxing Jurisdiction in accordance with applicable law. The Issuer or such Note Guarantor, as applicable, shall use all reasonable efforts to obtain certified copies of tax receipts evidencing the payment of any Taxes so deducted or withheld from each Taxing Jurisdiction imposing such Taxes and shall furnish such certified copies to the Trustee within 30 days after the date the payment of any Taxes so deducted or so withheld is due pursuant to applicable law or, if such tax receipts are not reasonably available to the Issuer or such Note Guarantor, as applicable, furnish such other documentation that provides reasonable evidence of such payment by the Issuer or such Note Guarantor, as applicable.

(d) The exception to the Issuer's obligations to pay Additional Amounts pursuant to clause (iii) of Section 3.21(c) will not apply if (i) the provision of information, documentation or other evidence described in such clause would be materially more onerous, in form, in procedure or in the substance of information disclosed, to a Holder or beneficial owner of a Note than comparable information or other reporting requirements imposed under U.S. tax law, regulation (including proposed regulations) and administrative practice, or (ii) Article 166, Section II, paragraph a), of the Mexican Income Tax Law (*Ley del Impuesto Sobre la Renta*) (or a substitute or equivalent provision) is in effect, unless (A) the provision of the information, documentation or other evidence described in clause (iii) of Section 3.21(b) is expressly required by the applicable Mexican laws and regulations in order to apply Article 166, Section II, paragraph a), of the Mexican Income Tax Law (or substitute or equivalent provision), (B) the Issuer or any Note Guarantor cannot obtain the information, documentation or other evidence necessary to comply with the applicable Mexican laws and regulations on its own through reasonable diligence and (C) the Issuer or any Note Guarantor would not otherwise meet the requirements for application of the applicable Mexican laws and regulations.

(e) Clause (iii) of Section 3.21(c) does not require, and shall not be construed to require, that any holder, including any non-Mexican pension fund, retirement fund, tax- exempt organization or financial institution, register with the Mexican Tax Management Service (*Servicio de Administración Tributaria*) or the Mexican Ministry of Finance and Public Credit (*Secretaría de Hacienda y Crédito Público*) to establish eligibility for an exemption from, or a reduction of, Mexican withholding taxes.

(f) Any reference in this Indenture, any supplemental indenture or the Notes to principal, premium, interest or any other amount payable in respect of the Notes by the Issuer shall be deemed also to refer to any Additional Amount that may be payable with respect to that amount under the obligations referred to in this subsection. Payment of any Additional Amounts with respect to interest shall be considered as an interest payment under, or with respect to, the Notes.

(g) In the event that Additional Amounts actually paid with respect to the Notes pursuant to this Section 3.21 are based on rates of deduction or withholding of withholding taxes in excess of the appropriate rate applicable to the Holder of such Notes, and as a result thereof such Holder is entitled to make a claim for a refund or credit of such excess from the authority imposing such withholding tax, then such Holder shall, by accepting such Notes, and without any further action, be deemed to have assigned and transferred all right, title and interest to any such claim for a refund or credit of such excess to the Issuer. However, by making such assignment, the Holder makes no representation or warranty that the Issuer shall be entitled to receive such claim for a refund or credit and incurs no other obligation with respect thereto.

Section 3.22 Suspension of Covenants.

(a) During any period of time that the Notes do not have Investment Grade Ratings from two of the Rating Agencies and (i) the Consolidated Leverage Ratio of the Issuer is less than 3.5:1 and (ii) no Default or Event of Default has occurred and is continuing (the occurrence of the events described in the foregoing clauses (i) and (ii) being collectively referred to as a "Partial Covenant Suspension Event"), the Issuer and its Restricted Subsidiaries shall not be subject to the provisions of this Indenture described under Sections 3.12, 3.14(b), 3.15, 3.18, 3.19, and 4.1(a)(ii) (collectively, the "Partial Suspended Covenants").

(b) During any period of time that (i) the Notes have Investment Grade Ratings from two of the Rating Agencies and (ii) no Default or Event of Default has occurred and is continuing (the occurrence of the events described in the foregoing clauses (i) and (ii) being collectively referred to as a "Covenant Suspension Event"), the Issuer and its Restricted Subsidiaries shall not be subject to the provisions of this Indenture described under Sections 3.9, 3.11, 3.12, 3.14(b), 3.15, 3.16, 3.18, 3.19, and 4.1(a)(ii) (collectively, the "Suspended Covenants").

(c) In addition, (x) no Subsidiary that is a Restricted Subsidiary on the date of the occurrence of a Partial Covenant Suspension Event (the "Partial Covenant Suspension Date") or a Covenant Suspension Event (the "Suspension Date") may be redesignated as an Unrestricted Subsidiary during the Partial Suspension Period or the Suspension Period, as applicable and (y) each Additional Note Guarantor shall be released from its obligation to guarantee the Notes on the date of a Partial Covenant Suspension Event or a Covenant Suspension Event, as the case may be.

(d) The Additional Note Guarantors shall be released from their obligation to guarantee the Notes upon the occurrence of a Partial Covenant Suspension Event or a Covenant Suspension Event; *provided*, that upon the occurrence of a Partial Covenant Reversion Date or a Reversion Date, as applicable, the guarantee of the Notes by the Additional Note Guarantors shall be reinstated in accordance with and subject to the conditions in Section 3.22(e).

(e) In the event that the Issuer and its Restricted Subsidiaries are not subject to the Partial Suspended Covenants or the Suspended Covenants, as the case may be, for any period of time as a result of the foregoing, and on any subsequent date (in the case of Partial Suspended Covenants, such subsequent date being the "Partial Covenant Reversion Date" and, in the case of Suspended Covenants, such subsequent date being the "Reversion Date") (i) the Consolidated Leverage Ratio of the Issuer is not less than 3.5:1 during the applicable Partial Suspension Period or (ii) the Notes do not have Investment Grade Ratings from at least two of the Rating Agencies during the applicable Suspension Period, then in each case in clauses (i) and (ii), the Issuer and its Restricted Subsidiaries will thereafter again be subject to the Partial Suspended Covenants or the Suspended Covenants, as applicable, and the Notes will again be guaranteed by the Additional Note Guarantors (unless, solely with respect to any Additional Note Guarantor, the conditions for release as described under Section 10.2 are otherwise satisfied during the Partial Suspension Period or the Suspension Period, as applicable). The Issuer shall cause such Additional Note Guarantor to promptly execute and deliver to the Trustee a supplemental indenture hereto in form and substance reasonably satisfactory to the Trustee in accordance with the provisions of Article IX, evidencing that such Additional Note Guarantor's guarantee on substantially the terms set forth in Article X. The period of time between the Partial Covenant Suspension Date and the Partial Covenant Reversion Date is referred to as the "Partial Suspension Period" and the period of time between the Suspension Date and the Reversion Date is referred to as the "Suspension Period." Notwithstanding that the Partial Suspended Covenants, the Suspended Covenants and the guarantees by the Additional Note Guarantors may be reinstated, no Default or Event of Default will be deemed to have occurred as a result of a failure to comply with the Partial Suspended Covenants during the Partial Suspension Period or the Suspended Covenants during the Suspension Period, as the case may be (or upon termination of the applicable Partial Suspension Period or the Suspension Period or after that time based solely on events that occurred during the applicable Partial Suspension Period or the Suspension Period, as the case may be).

(f) On the Reversion Date, all Indebtedness Incurred during the Suspension Period shall be deemed to have been outstanding on the Issue Date, so that it is classified as permitted under clause (iii) of Section 3.9(b). Calculations made after the Reversion Date of the amount available to be made as Restricted Payments under Section 3.11 shall be made as though Section 3.11 had been in effect prior to, but not during, the Suspension Period. The Issuer will give the Trustee written notice of any occurrence of a Reversion Date not later than five (5) Business Days after such Reversion Date. After any such notice of the occurrence of a Reversion Date, the Trustee shall assume the Suspended Covenants apply and are in full force and effect. Accordingly, Restricted Payments made during the Suspension Period will not reduce the amount available to be made as Restricted Payments under Section 3.11(a).

(g) The Issuer will give the Trustee written notice of any Partial Covenant Suspension Event or any Covenant Suspension Event and in any case no later than five (5) Business Days after such Partial Covenant Suspension Event or Covenant Suspension Event has occurred. In the absence of such notice, the Trustee shall assume that the Partial Suspended Covenants or the Suspended Covenants, as applicable, apply and are in full force and effect.

ARTICLE IV

SUCCESSOR ISSUER

Section 4.1 Merger, Consolidation and Sale of Assets.

(a) The Issuer shall not, in a single transaction or series of related transactions, consolidate or merge with or into any Person (whether or not the Issuer is the surviving or continuing Person), or sell, assign, transfer, lease, convey or otherwise dispose of all or substantially all of the Issuer's properties and assets (determined on a consolidated basis for the Issuer and its Restricted Subsidiaries), to any Person unless:

(i) either:

(A) the Issuer shall be the surviving or continuing corporation, or

(B) the Person (if other than the Issuer) formed by such consolidation or into which the Issuer is merged or the Person which acquires by sale, assignment, transfer, lease, conveyance or other disposition the properties and assets of the Issuer (determined on a consolidated basis for the Issuer and its Restricted Subsidiaries) substantially as an entirety (the "Successor Issuer"):

(1) shall be a Person organized and validly existing under the laws of Mexico, the United States of America, any State thereof or the District of Columbia, Canada, France, Belgium, Germany, Italy, Luxembourg, the Netherlands, Portugal, Spain, Switzerland or the United Kingdom, or any political subdivision thereof (the "Permitted Merger Jurisdictions"); and

(2) shall expressly assume, by a supplemental indenture (in form and substance satisfactory to the Trustee), executed and delivered to the Trustee, the due and punctual payment of the principal of, and premium, if any, and interest on all of the Notes and the performance and observance of every covenant of the Notes and this Indenture on the part of the Issuer to be performed or observed and provide the Trustee with an Officer's Certificate and Opinion of Counsel, and such transaction is otherwise in compliance with this Indenture;

(ii) immediately after giving effect to such transaction and the assumption contemplated by clause (i)(B)(2) of this Section 4.1(a) (including giving effect on a pro forma basis to any Indebtedness, including any Acquired Indebtedness, Incurred or anticipated to be Incurred or discharged in connection with or in respect of such transaction), the Issuer or such Successor Issuer, as the case may be:

(A) shall have a Consolidated Fixed Charge Coverage Ratio that shall be not less than the Consolidated Fixed Charge Coverage Ratio of the Issuer immediately prior to such transaction; or

(B) shall be able to Incur at least U.S.$1.00 of additional Indebtedness pursuant to Section 3.9(a);

(iii) immediately before and immediately after giving effect to such transaction and the assumption contemplated by clause (i)(B)(2) of this Section 4.1(a) (including, without limitation, giving effect on a pro forma basis to any Indebtedness, including any Acquired Indebtedness, Incurred or anticipated to be Incurred or discharged and any Lien granted in connection with or in respect of the transaction), no Default or Event of Default shall have occurred or be continuing;

(iv) in the case of a transaction resulting in a Successor Issuer, each Note Guarantor has confirmed by supplemental indenture that its Note Guarantee shall apply for Obligations of the Successor Issuer in respect of this Indenture and the Notes; and

(v) if the Issuer merges with a Person, or the Successor Issuer is, organized under the laws of any of the Permitted Merger Jurisdictions, the Issuer or the Successor Issuer shall have delivered to the Trustee an Opinion of Counsel stating that, as applicable:

(A) the Holders of the Notes shall not recognize income, gain or loss for the purposes of the income tax laws of the United States or the applicable Permitted Merger Jurisdiction as a result of the transaction and shall be taxed in the Holder's home jurisdiction in the same manner and on the same amounts (assuming solely for this purpose that no Additional Amounts are required to be paid on the Notes) and at the same times as would have been the case if the transaction had not occurred;

(B) any payment of interest or principal under or relating to the Notes or any Guarantees shall be paid in compliance with any requirements under Section 3.21; and

(C) no other taxes on income, including capital gains, shall be payable by Holders of the Notes under the laws of the United States or the applicable Permitted Merger Jurisdiction relating to the acquisition, ownership or disposition of the Notes, including the receipt of interest or principal thereon; *provided*, that the Holder does not use or hold, and is not deemed to use or hold the Notes in carrying on a business in the United States or the applicable Permitted Merger Jurisdiction.

The provisions of clauses (ii) and (iii) of this Section 4.1(a) will not apply to:

(x) any transfer of the properties or assets of a Restricted Subsidiary to the Issuer;

(y) any merger of a Restricted Subsidiary into the Issuer; or

(z) any merger of the Issuer into a Note Guarantor or a Wholly Owned Subsidiary of the Issuer.

For purposes of this Section 4.1, the transfer (by lease, assignment, sale or otherwise, in a single transaction or series of transactions) of all or substantially all of the properties or assets of one or more Restricted Subsidiaries of the Issuer, the Capital Stock of which constitutes all or substantially all of the properties and assets of the Issuer (determined on a consolidated basis for the Issuer and its Restricted Subsidiaries), shall be deemed to be the transfer of all or substantially all of the properties and assets of the Issuer.

The Successor Issuer will succeed to, and be substituted for, the Issuer under this Indenture and the Notes, as applicable. For the avoidance of doubt, compliance with this Section 4.1 will not affect the obligations of the Issuer (including a Successor Issuer, if applicable) under Section 3.8 if applicable.

(b) Each Note Guarantor shall not, and the Issuer shall not cause or permit any such Note Guarantor to, consolidate with or merge into, or sell or dispose of all or substantially all of its assets to, any Person (other than the Issuer) that is not a Note Guarantor unless:

(i) such Person (if such Person is the surviving entity) (the "Successor Note Guarantor") assumes all of the obligations of such Note Guarantor in respect of its Note Guarantee by executing a supplemental indenture and providing the Trustee with an Officer's Certificate and Opinion of Counsel, and such transaction is otherwise in compliance with this Indenture;

(ii) such Note Guarantee is to be released as provided under Section 10.2(b); or

(iii) such sale or other disposition of substantially all of such Note Guarantor's assets is made in accordance with Section 3.12.

Subject to certain limitations described in this Indenture, the Successor Note Guarantor will succeed to, and be substituted for, such Note Guarantor under this Indenture and such Note Guarantor's Note Guarantee. The provisions of clauses (i), (ii) and (iii) of this Section 4.1(b) will not apply to:

(x) any transfer of the properties or assets of a Note Guarantor to the Issuer or another Note Guarantor;

(y) any merger of a Note Guarantor into the Issuer or another Note Guarantor; or

(z) any merger of a Note Guarantor into a Wholly Owned Subsidiary of the Issuer.

ARTICLE V

OPTIONAL REDEMPTION OF NOTES

Section 5.1 Optional Redemption. The Issuer may redeem the Notes, at its option, in whole at any time or in part from time to time, subject to the satisfaction of one or more conditions precedent and at the redemption prices specified in the Form of Note in Exhibit A hereto.

Section 5.2 [Reserved].

Section 5.3 Notices to Trustee. If the Issuer elects to redeem the Notes pursuant to the optional redemption provisions of Section 5.1 hereof, it shall furnish to the Trustee, at least 15 days but not more than 60 days before the Redemption Date, an Officer's Certificate setting forth: (a) the Redemption Date, (b) the principal amount of Notes to be redeemed, (c) the CUSIP number of the Notes, (d) the redemption price and (e) the amount of interest to be paid with respect to each multiple of U.S.$1,000 principal amount of Notes to be redeemed.

Section 5.4 Notice of Redemption.

(a) The Issuer shall prepare and deliver electronically in the case of global notes or mail or cause to be mailed a notice of redemption, in the manner provided for in Section 12.1, not less than 15 nor more than 60 days prior to the Redemption Date, to each Holder of Notes to be redeemed.

(b) All notices of redemption shall state:

(i) the Redemption Date,

(ii) the redemption price and the amount of any accrued interest payable as provided in Section 5.8,

(iii) whether or not the Issuer is redeeming all Outstanding Notes,

(iv) if the Issuer is not redeeming all Outstanding Notes, the aggregate principal amount of Notes that the Issuer is redeeming and the aggregate principal amount of Notes that will be Outstanding after the partial redemption, as well as the identification of the particular Notes, or portions of the particular Notes, that the Issuer is redeeming,

(v) if the Issuer is redeeming only part of a Note, the notice that relates to that Note shall state that on and after the Redemption Date, upon surrender of that Note, the Holder will receive, without charge, a new Note or Notes of authorized denominations for the principal amount of the Note remaining unredeemed,

(vi) that on the Redemption Date the redemption price and any accrued interest payable to the Redemption Date as provided in Section 5.8 will become due and payable in respect of each Note, or the portion of each Note, to be redeemed, and, unless the Issuer defaults in making the redemption payment, that interest on each Note, or the portion of each Note, to be redeemed, will cease to accrue on and after the Redemption Date,

(vii) the place or places where a Holder must surrender Notes for payment of the redemption price and any accrued interest payable on the Redemption Date, and

(viii) the CUSIP number, if any, listed in the notice or printed on the Notes, and that no representation is made as to the accuracy or correctness of such CUSIP number.

(c) In addition, if such redemption, purchase or notice is subject to satisfaction of one or more conditions precedent, as permitted by Section 5.1, such notice shall describe each such condition, and if applicable, shall state that, in the Issuer's discretion, the Redemption Date may be delayed until such time as any or all such conditions shall be satisfied, or such redemption or purchase may not occur and such notice may be rescinded in the event that any or all such conditions shall not have been satisfied by the Redemption Date, or by the Redemption Date as so delayed.

(d) At the Issuer's request, the Trustee shall give the notice of redemption in the Issuer's names and at its expense; *provided*, *however*, that the Issuer shall have delivered to the Trustee, at least 45 days prior to the Redemption Date, an Officer's Certificate requesting that the Trustee give such notice and setting forth the information to be stated in such notice as provided in the preceding Section 5.4(b).

Section 5.5 Selection of Notes to Be Redeemed in Part.

(a) If the Issuer is not redeeming all Outstanding Notes, the Trustee shall select the Notes to be redeemed in compliance with the requirements of the principal national securities exchange, if any, on which the Notes are listed or, if the Notes are not then listed on a national securities exchange, on a pro rata basis, by lot or by any other method in accordance with the applicable provisions of DTC or at the discretion of the Issuer; *provided*, *however*, that if a partial redemption is made with the proceeds of an Equity Offering, selection of the Notes, or portions of the Notes, for redemption shall be made by the Trustee only on a pro rata basis, or on as nearly a pro rata basis as is practicable (subject to the procedures of DTC), unless the method is otherwise prohibited. The Trustee shall make the selection from the then Outstanding Notes not previously called for redemption. The Trustee shall promptly notify the Issuer in writing of the Notes selected for redemption and, in the case of any Notes selected for partial redemption, the principal amount of the Notes to be redeemed. In the event of a partial redemption by lot, the Trustee shall select the particular Notes to be redeemed not less than 15 nor more than 60 days prior to the relevant Redemption Date from the then Outstanding Notes not previously called-for redemption. No Notes of U.S.$200,000 principal amount or less shall be redeemed in part. The Trustee may select for redemption portions with minimum denominations of U.S.$200,000 and in integral multiples of U.S.$1,000 in excess thereof.

(b) For all purposes of this Indenture, unless the context otherwise requires, all provisions relating to redemption of Notes shall relate, in the case of any Note redeemed or to be redeemed only in part, to the portion of the principal amount of that Note which has been or is to be redeemed.

Section 5.6 Effect of Notice of Redemption. Once a notice of redemption is sent in accordance with Section 5.3 hereof, Notes called for redemption become irrevocably due and payable on the Redemption Date at the redemption price (assuming the satisfaction of any conditions precedent).

Section 5.7 Deposit of Redemption Price. On or prior to 10:00 a.m. New York City time, on the Business Day prior to the Redemption Date, the Issuer shall deposit with the Trustee or with a Paying Agent (or, if the Issuer or a Note Guarantor is acting as the Paying Agent, segregate and hold in trust as provided in Section 2.4) an amount of money in immediately available funds sufficient to pay the redemption price of, and accrued interest on, all the Notes that the Issuer is redeeming on that date.

Section 5.8 Notes Payable on Redemption Date. If the Issuer, or the Trustee on behalf of the Issuer, gives notice of redemption in accordance with this Article V, the Notes, or the portions of Notes, called-for redemption, shall, on the Redemption Date, become due and payable at the redemption price specified in the notice (together with accrued interest, if any, to the Redemption Date), and from and after the Redemption Date (unless the Issuer shall default in the payment of the redemption price and accrued interest) the Notes or the portions of Notes shall cease to bear interest. Upon surrender of any Note for redemption in accordance with the notice, the Issuer shall pay the Notes at the redemption price, together with accrued interest, if any, to the Redemption Date (subject to the rights of Holders of record on the relevant record date to receive interest due on the relevant Interest Payment Date). If the Issuer shall fail to pay any Note called-for redemption upon its surrender for redemption, the principal shall, until paid, bear interest from the Redemption Date at the rate borne by the Notes.

Section 5.9 Unredeemed Portions of Partially Redeemed Note. Upon surrender of a Note that is to be redeemed in part, the Issuer shall execute, and the Trustee shall authenticate and make available for delivery to the Holder of the Note, at the expense of the Issuer, a new Note or Notes, of any authorized denomination as requested by the Holder, in an aggregate principal amount equal to, and in exchange for, the unredeemed portion of the principal of the Note surrendered, *provided*, that each new Note will be in a principal amount of U.S.$200,000 and in integral multiples of U.S.$1,000 in excess thereof.

ARTICLE VI

DEFAULTS AND REMEDIES

Section 6.1 Events of Default.

(a) Each of the following is an “Event of Default”:

(i) default in the payment when due of the principal of or premium, if any, on any Notes, including the failure to make a required payment to purchase Notes tendered pursuant to an optional redemption, a Change of Control Offer or an Asset Sale Offer;

(ii) default for 30 days or more in the payment when due of interest or Additional Amounts on any Notes;

(iii) the failure to perform or comply with any of the provisions described under Article IV;

(iv) the failure by the Issuer or any Restricted Subsidiary to comply with, or in the case of Restricted Subsidiaries that are not Note Guarantors, to perform according to, any other covenant or agreement contained in this Indenture or in the Notes for 45 days or more after written notice to the Issuer from the Trustee or the Holders of at least 25% in aggregate principal amount of the then Outstanding Notes;

(v) default by the Issuer or any Restricted Subsidiary under any Indebtedness which:

(A) is caused by a failure to pay principal of, or premium, if any, when due or interest on such Indebtedness prior to the later of the expiration of any applicable grace period provided in such Indebtedness on the date of such default or five (5) days past when due; or

(B) results in the acceleration of such Indebtedness prior to its stated maturity;

and the principal or accreted amount of Indebtedness covered by clauses (v)(A) or (v)(B) of this (a) at the relevant time, aggregates U.S.$50.0 million or more;

(vi) failure by the Issuer or any of its Restricted Subsidiaries to pay one or more final judgments against any of them, aggregating U.S.$100.0 million or more, which judgment(s) are not paid, discharged or stayed for a period of 60 days or more;

(vii) a Bankruptcy Event of Default; or

(viii) except as permitted herein, any Note Guarantee is held to be unenforceable or invalid in a judicial proceeding or ceases for any reason to be in full force and effect or any Note Guarantor, or any Person acting on behalf of any Note Guarantor, denies or disaffirms such Note Guarantor's obligations under its Note Guarantee.

The foregoing will constitute Events of Default whatever the reason for any such Event of Default and whether it is voluntary or involuntary or is effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body.

(b) The Issuer shall deliver within 30 days to the Trustee written notice of any event which would constitute a Default or Event of Default, their status and what action the Issuer is taking or proposes to take in respect thereof.

Section 6.2 Acceleration.

(a) If an Event of Default (other than an Event of Default specified in clause (vii) of Section 6.1(a) above with respect to the Issuer) shall occur and be continuing, the Trustee or the Holders of at least 25% in principal amount of then Outstanding Notes may declare the unpaid principal of (and premium, if any) and accrued and unpaid interest on all the Notes to be immediately due and payable by notice in writing to the Issuer and the Trustee specifying the Event of Default and that it is a "notice of acceleration." If an Event of Default specified in clause (vii) of Section 6.1(a) above occurs with respect to the Issuer, then the unpaid principal of (and premium, if any) and accrued and unpaid interest on all the Notes will become immediately due and payable without any declaration or other act on the part of the Trustee or any Holder.

(b) At any time after a declaration of acceleration with respect to the Notes as described in the preceding paragraph, the Holders of a majority in principal amount of the Notes may rescind and cancel such declaration and its consequences:

(i) if the rescission would not conflict with any judgment or decree;

(ii) if all existing Events of Default have been cured or waived, except nonpayment of principal or interest that has become due solely because of the acceleration;

(iii) to the extent the payment of such interest is lawful, interest on overdue installments of interest and overdue principal, which has become due otherwise than by such declaration of acceleration, has been paid; and

(iv) if the Issuer has paid the Trustee its reasonable compensation and reimbursed the Trustee for its reasonable expenses, disbursements and advances.

(c) The Trustee is not to be charged with knowledge of any Default or Event of Default or knowledge of any cure of any Default or Event of Default unless written notice of such Default or Event of Default has been given to an authorized officer of the Trustee with direct responsibility for the administration of this Indenture by the Issuer or any Holder.

Section 6.3 Other Remedies.

(a) If an Event of Default occurs and is continuing, the Trustee may pursue any available remedy to collect the payment of principal of and interest on the Notes or to enforce the performance of any provision of the Notes or this Indenture.

(b) The Trustee may maintain a proceeding even if it does not possess any of the Notes or does not produce any of them in the proceeding. A delay or omission by the Trustee or any Holder in exercising any right or remedy accruing upon an Event of Default shall not impair the right or remedy or constitute a waiver of or acquiescence in the Event of Default. No remedy is exclusive of any other remedy. All available remedies are cumulative to the extent permitted by law.

Section 6.4 Waiver of Past Defaults. Subject to Section 6.2, the Holders of a majority in principal amount of the then Outstanding Notes may waive any existing Default or Event of Default, and its consequences, except a default in the payment of the principal of, premium, if any, or interest on any Notes.

Section 6.5 Control by Majority. The Holders of a majority in principal amount of the then Outstanding Notes may direct the time, method and place of conducting any proceeding for any remedy available to the Trustee or of exercising any trust or power conferred on the Trustee. Subject to Section 7.1 and Section 7.2, however, the Trustee may refuse to follow any direction that conflicts with law or this Indenture; *provided*, *however*, that the Trustee may take any other action deemed proper by the Trustee that is not inconsistent with such direction.

Section 6.6 Limitation on Suits.

(a) No Holder of any Notes shall have any right to institute any proceeding with respect hereto or for any remedy hereunder, unless:

(i) such Holder gives to the Trustee written notice of a continuing Event of Default;

(ii) Holders of at least 25% in principal amount of the then Outstanding Notes make a written request to pursue the remedy;

(iii) such Holders of the Notes provide to the Trustee indemnity satisfactory to it;

(iv) the Trustee does not comply within 60 days; and

(v) during such 60-day period the Holders of a majority in principal amount of the then Outstanding Notes do not give the Trustee a written direction which, in the opinion of the Trustee, is inconsistent with the request;

provided, that a Holder of a Note may institute suit for enforcement of payment of the principal of and premium, if any, or interest on such Note on or after the respective due dates expressed in such Note.

Section 6.7 Rights of Holders to Receive Payment. Notwithstanding any other provision of this Indenture (including, without limitation, Section 6.6), the right of any Holder to receive payment of principal or interest on the Notes held by such Holder, on or after the respective due dates, Redemption Dates or repurchase date expressed in this Indenture or the Notes, or to bring suit for the enforcement of any such payment on or after such respective dates, shall not be impaired or affected without the consent of such Holder.

Section 6.8 Collection Suit by Trustee. If an Event of Default specified in clause (i) and (ii) of Section 6.1(a) occurs and is continuing, the Trustee may recover judgment in its own name and as trustee of an express trust against the Issuer and each Note Guarantor for the whole amount then due and owing (together with applicable interest on any overdue principal and, to the extent lawful, interest on overdue interest) and the amounts provided for in Section 7.7.

Section 6.9 Trustee May File Proofs of Claim, etc.

(a) The Trustee may (irrespective of whether the principal of the Notes is then due):

(i) file such proofs of claim and other papers or documents as may be necessary or advisable in order to have the claims of the Trustee and the Holders under this Indenture and the Notes allowed in any bankruptcy, insolvency, liquidation or other judicial proceedings relative to the Issuer, any Note Guarantor or any Subsidiary of the Issuer or their respective creditors or properties; and

(ii) collect and receive any monies or other property payable or deliverable in respect of any such claims and distribute them in accordance with this Indenture.

Any receiver, trustee, liquidator, sequestrator (or other similar official) in any such proceeding is hereby authorized by each Holder to make such payments to the Trustee and, in the event that the Trustee shall consent to the making of such payments directly to the Holders, to pay to the Trustee any amount due to it for the reasonable compensation, expenses, taxes, disbursements and advances of the Trustee, its agent and counsel, and any other amounts due to the Trustee pursuant to Section 7.7.

(b) Nothing in this Indenture shall be deemed to authorize the Trustee to authorize or consent to or accept or adopt on behalf of any Holder any plan of reorganization, arrangement, adjustment or composition affecting the Notes or the rights of any Holder thereof, or to authorize the Trustee to vote in respect of the claim of any Holder in any such proceeding.

Section 6.10 Priorities. If the Trustee collects any money or property pursuant to this Article VI, it shall pay out the money or property in the following order:

FIRST: to the Trustee for amounts due under Section 7.7;

SECOND: if the Holders proceed against the Issuer directly without the Trustee in accordance with this Indenture, to Holders for their collection costs;

THIRD: to Holders for amounts due and unpaid on the Notes for principal and interest, ratably, without preference or priority of any kind, according to the amounts due and payable on the Notes for principal and interest, respectively; and

FOURTH: to the Issuer or, to the extent the Trustee collects any amount pursuant to Article X hereof from any Note Guarantor, to such Note Guarantor, or to such party as a court of competent jurisdiction shall direct.

The Trustee may, upon notice to the Issuer, fix a record date and payment date for any payment to Holders pursuant to this Section 6.10.

Section 6.11 Undertaking for Costs. In any suit for the enforcement of any right or remedy under this Indenture or in any suit against the Trustee for any action taken or omitted by it as Trustee, a court in its discretion may require the filing by any party litigant in the suit of an undertaking to pay the costs of the suit, and the court in its discretion may assess reasonable costs, including reasonable attorneys' fees, against any party litigant in the suit, having due regard to the merits and good faith of the claims or defenses made by the party litigant. This Section 6.11 does not apply to a suit by the Trustee, a suit by the Issuer, a suit by a Holder pursuant to Section 6.7 or a suit by Holders of more than 10% in principal amount of Outstanding Notes.

ARTICLE VII

TRUSTEE

Section 7.1 Duties of Trustee.

(a) If a Default or an Event of Default has occurred and is continuing, the Trustee shall exercise the rights and powers vested in it by this Indenture and use the same degree of care and skill in their exercise as a prudent man would exercise or use under the circumstances in the conduct of his own affairs.

(b) Except during the continuance of a Default or an Event of Default:

(i) the Trustee undertakes to perform such duties and only such duties as are specifically set forth in this Indenture and no implied covenants or obligations shall be read into this Indenture against the Trustee; and

(ii) in the absence of bad faith on its part, the Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Trustee and conforming to the requirements of this Indenture. However, in the case of any such certificates or opinions that by any provisions hereof are specifically required to be furnished to the Trustee, the Trustee shall examine such certificates and opinions to determine whether or not they conform to the requirements of this Indenture.

(c) The Trustee may not be relieved from liability for its own negligent action, its own negligent failure to act or its own willful misconduct, except that:

(i) this clause (c) does not limit the effect of clause (b) of this Section 7.1;

(ii) the Trustee shall not be liable for any error of judgment made in good faith by a Trust Officer unless it is proved that the Trustee was negligent in ascertaining the pertinent facts; and

(iii) the Trustee shall not be liable with respect to any action it takes or omits to take in good faith in accordance with a direction received by it pursuant to Section 6.2, 6.4 or 6.5.

(d) The Trustee shall not be liable for interest on any money received by it except as the Trustee may agree in writing with the Issuer.

(e) Money held in trust by the Trustee need not be segregated from other funds except to the extent required by law.

(f) No provision of this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur financial liability in the performance of any of its duties hereunder or in the exercise of any of its rights or powers, if it shall have reasonable grounds to believe that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

(g) Every provision of this Indenture relating to the conduct or affecting the liability of or affording protection to the Trustee shall be subject to the provisions of this Article VII.

(h) Unless otherwise specifically provided in this Indenture, any demand, request, direction or notice from the Issuer shall be sufficient if signed by an Officer of the Issuer.

(i) The Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Indenture at the request or direction of any of the Holders unless such Holders shall have offered to the Trustee reasonable security or indemnity against the costs, expenses (including reasonable attorneys' fees and expenses) and liabilities that might be incurred by it in compliance with such request or direction.

Section 7.2 Rights of Trustee.

Subject to Section 7.1:

(a) The Trustee may rely on any document reasonably believed by it to be genuine and to have been signed or presented by the proper person. The Trustee need not investigate any fact or matter stated in the document.

(b) Before the Trustee acts or refrains from acting at the direction of the Issuer or any Note Guarantor, it may require an Officer's Certificate or an Opinion of Counsel. The Trustee shall not be liable for any action it takes or omits to take in good faith in reliance on an Officer's Certificate or Opinion of Counsel.

(c) The Trustee may act through its attorneys and agents and shall not be responsible for the misconduct or negligence of any agent appointed with due care.

(d) The Trustee shall not be liable for any action it takes or omits to take in good faith which it believes to be authorized or within its rights or powers; *provided*, *however*, that the Trustee's conduct does not constitute willful misconduct or negligence.

(e) The Trustee may consult with counsel of its selection, and the advice or opinion of counsel with respect to legal matters relating to this Indenture and the Notes shall be full and complete authorization and protection from liability in respect to any action taken, omitted or suffered by it hereunder in good faith and in accordance with the advice or opinion of such counsel.

(f) If the Trustee shall determine, it shall be entitled to examine the books, records and premises of the Issuer, personally or by agent or attorney.

(g) The Trustee shall not be deemed to have notice of any Default or Event of Default unless a Trust Officer of the Trustee has received written notice at the Corporate Trust Office of any event which is in fact such a default, and such notice references the Notes and this Indenture.

(h) The rights, privileges, protections, immunities and benefits given to the Trustee, including, without limitation, its right to be indemnified, are extended to, and shall be enforceable by, the Trustee in each of its capacities hereunder, and to each agent, custodian and other Person employed to act hereunder.

(i) The Trustee may request that the Issuer deliver an Officer's Certificate setting forth the names of individuals and/or titles of officers authorized at such time to take specified actions pursuant to this Indenture, which Officer's Certificate may be signed by any Person authorized to sign an Officer's Certificate, including any Person specified as so authorized in any such certificate previously delivered and not superseded.

(j) The permissive rights of the Trustee enumerated herein shall not be construed as duties.

(k) In no event shall the Trustee be liable, directly or indirectly, for any special, indirect, punitive or consequential damages, even if the Trustee has been advised of the possibility of such damages.

(l) The Trustee shall not be responsible or liable for any failure or delay in the performance of its obligations under this Indenture arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including without limitation, acts of God; earthquakes; fires; floods; wars; civil or military disturbances; sabotage; epidemics; riots, interruptions, loss or malfunctions of utilities, computer (hardware or software) or communications service; accidents; labor disputes; acts of civil or military authority or governmental actions; it being understood that the Trustee shall use its best efforts to resume performance as soon as practicable under the circumstances.

(m) The Trustee shall at no time have any responsibility or liability for or in respect to the legality, validity or enforceability of any Collateral or any arrangement or agreement between the Issuer and any other Person with respect thereto, or the perfection or priority of any security interest created in any of the Collateral or maintenance of any perfection and priority, or for or with respect to the sufficiency of the Collateral following an Event of Default.

Section 7.3 Individual Rights of Trustee. The Trustee in its individual or any other capacity may become the owner or pledgee of Notes and may otherwise deal with the Issuer, the Note Guarantors or any Affiliate of the Issuer with the same rights it would have if it were not Trustee. Any Paying Agent, Transfer Agent, Registrar or co-Registrar may do the same with like rights. However, the Trustee must comply with Section 7.10.

Section 7.4 Trustee's Disclaimer. The Trustee shall not be responsible for and makes no representation as to the validity or adequacy of this Indenture or the Notes, it shall not be accountable for the Issuer's use of the proceeds from the Notes, and it shall not be responsible for any statement of the Issuer in this Indenture or in any document issued in connection with the sale of the Notes or in the Notes other than the Trustee's certificate of authentication.

Section 7.5 Notice of Defaults. If a Default or Event of Default occurs and is continuing and if a Trust Officer has actual knowledge thereof, the Trustee shall deliver to each Holder notice of the Default or Event of Default within 90 days after the occurrence thereof. Except in the case of a Default or Event of Default in payment of principal or interest on any Note (including payments pursuant to the optional redemption or required repurchase provisions of such Note, if any), the Trustee may withhold the notice if and so long as a committee of its Trust Officers in good faith determines that withholding the notice is in the interests of the Holders.

Section 7.6 [Reserved].

Section 7.7 Compensation and Indemnity.

(a) The Issuer shall pay to the Trustee from time to time reasonable compensation for its acceptance of this Indenture and services hereunder as the Issuer and the Trustee shall from time to time agree in writing. The Trustee's compensation shall not be limited by any law on compensation of a trustee of an express trust. The Issuer shall reimburse the Trustee upon request for all reasonable out-of-pocket expenses incurred or made by it, including costs of collection, costs of preparing and reviewing reports, certificates and other documents, costs of preparation and mailing of notices to Holders and reasonable costs of counsel retained by the Trustee in connection with the review, negotiation, execution and delivery of this Indenture or otherwise, in addition to the compensation for its services. Such expenses shall include the reasonable compensation and expenses, disbursements and advances of the Trustee's agents, counsel, accountants and experts.

(b) The Issuer and each Note Guarantor shall jointly and severally indemnify the Trustee against any and all loss, liability or expense (including reasonable attorneys' fees and expenses) incurred by it without negligence, willful misconduct or bad faith on its part in connection with the acceptance and administration of this trust and the performance of its duties hereunder, including the costs and expenses of enforcing this Indenture (including this Section 7.7) and of defending itself against any claims (whether asserted by any Holder, the Issuer, any Note Guarantor or otherwise). The Trustee shall notify the Issuer and each Note Guarantor promptly of any claim for which it may seek indemnity. Failure by the Trustee to so notify the Issuer or any Note Guarantor shall not relieve the Issuer or any Note Guarantor of its obligations hereunder. The Issuer shall defend the claim and the Trustee may have separate counsel and the Issuer shall pay the fees and expenses of such counsel; *provided*, that the Issuer shall not be required to pay such fees and expenses if it assumes the Trustee's defense, and, in the reasonable judgment of outside counsel to the Trustee, there is no conflict of interest between the Issuer and the Trustee in connection with such defense. The Issuer need not reimburse any expense or indemnify against any loss, liability or expense incurred by the Trustee through the Trustee's own willful misconduct, negligence or bad faith.

(c) To secure the Issuer's payment obligations in this Section 7.7, the Trustee shall have a lien prior to the Notes on all money or property held or collected by the Trustee other than money or property held in trust to pay principal of and interest on particular Notes. The Trustee's right to receive payment of any amounts due under this Section 7.7 shall not be subordinate to any other liability or Indebtedness of the Issuer.

(d) The Issuer's obligations pursuant to this Section 7.7 shall survive the discharge of this Indenture and the resignation or removal of the Trustee. When the Trustee incurs expenses after the occurrence of a Bankruptcy Event of Default, the expenses are intended to constitute expenses of administration under any Bankruptcy Law; *provided, however*, that this shall not affect the Trustee's rights as set forth in this Section 7.7 or Section 6.10.

Section 7.8 Replacement of Trustee.

(a) The Trustee may resign at any time by so notifying the Issuer. The Holders of a majority in principal amount of the then Outstanding Notes may upon 30 days prior written notice remove the Trustee by so notifying the Trustee and may appoint a successor Trustee reasonably acceptable to the Issuer. The Issuer shall remove the Trustee if:

(i) the Trustee fails to comply with Section 7.10;

(ii) the Trustee is adjudged bankrupt or insolvent;

(iii) a receiver or other public officer takes charge of the Trustee or its property; or

(iv) the Trustee otherwise becomes incapable of acting.

(b) If the Trustee resigns or is removed by the Issuer or by the Holders of a majority in principal amount of the then Outstanding Notes and such Holders do not reasonably promptly appoint a successor Trustee, or if a vacancy exists in the office of the Trustee for any reason (the Trustee in such event being referred to herein as the retiring Trustee), the Issuer shall promptly appoint a successor Trustee.

(c) A successor Trustee shall deliver a written acceptance of its appointment to the retiring Trustee and to the Issuer. Thereupon the resignation or removal of the retiring Trustee shall become effective, and the successor Trustee shall have all the rights, powers and duties of the Trustee under this Indenture. The successor Trustee shall mail a notice of its succession to Holders. The retiring Trustee shall promptly transfer all property held by it as Trustee to the successor Trustee, subject to the lien provided for in Section 7.7(c).

(d) If a successor Trustee does not take office within 30 days after the retiring Trustee resigns or is removed, the retiring Trustee or the Holders of 10% in principal amount of the then Outstanding Notes may petition, at the Issuer's expense, any court of competent jurisdiction for the appointment of a successor Trustee.

(e) If the Trustee fails to comply with Section 7.10, any Holder may petition any court of competent jurisdiction for the removal of the Trustee and the appointment of a successor Trustee.

(f) Notwithstanding the replacement of the Trustee pursuant to this Section 7.8, the Issuer's obligations under Section 7.7 shall continue for the benefit of the retiring Trustee.

Section 7.9 Successor Trustee by Merger.

(a) If the Trustee consolidates with, merges or converts into, or transfers all or substantially all its corporate trust business or assets to, another Person, the resulting, surviving or transferee Person without any further act shall be the successor Trustee.

(b) In case at the time such successor or successors to the Trustee shall succeed to the trusts created by this Indenture, any of the Notes shall have been authenticated but not delivered, any such successor to the Trustee may adopt the certificate of authentication of any predecessor trustee, and deliver such Notes so authenticated; and in case at that time any of the Notes shall not have been authenticated, any successor to the Trustee may authenticate such Notes either in the name of any predecessor hereunder or in the name of the successor to the Trustee; and in all such cases such certificates of authentication and such delivery shall be valid for purposes of this Indenture.

Section 7.10 Eligibility; Disqualification. The Trustee shall at all times be a Trustee hereunder that is a Person organized and doing business under the laws of the United States or of any state thereof that is authorized under such laws to exercise corporate trustee power, that is subject to supervision or examination by federal or state authorities and that has, together with its parent, a combined capital and surplus of at least U.S.$50,000,000 as set forth in its most recent published annual report of condition.

Section 7.11 [Reserved].

Section 7.12 [Reserved].

Section 7.13 Authorization and Instruction of the Trustee With Respect to the Collateral. Each Holder and the Issuer authorize and instruct the Trustee (a) to enter into (or cause an agent or grant such powers of attorney to enter into), on its own behalf and on behalf of the Holders of Notes, such documents (the "Security Documents") as are necessary or desirable (which shall be evidenced by a written instruction from the Issuer to the Trustee) in order to create and maintain the security interest of the Trustee and the Holders of Notes in the Collateral as may from time to time be provided to equally and ratably secure the Notes, (b) to grant such powers of attorney and to do or cause to be done all such acts and things, on its own behalf and in the name and on behalf of the Holders of Notes, as are necessary or desirable (which shall be evidenced by a written instruction from the Issuer to the Trustee) to create and maintain the security interest of the Trustee and the Holders of Notes in such Collateral, (c) to appoint the Security Agent to serve as direct representative of the Trustee and the Holders of Notes in connection with the creation and maintenance of the security interest of the Trustee and the Holders of Notes in such Collateral, (d) to accept the security interest in the Collateral on behalf of each Holder, and (e) to grant powers in favor of an attorney to execute an accession public deed before a Spanish notary public accepting the security interest in the Collateral on behalf of the Holders of Notes. It is understood and acknowledged that, in certain circumstances, the Security Documents may be amended, modified or waived without the consent of the Trustee or the Holders of Notes. It is understood and acknowledged that the Security Agent, in addition to being appointed by and acting on behalf of the Trustee and the Holders of Notes, has also been appointed by and is acting on behalf of (and may in the future be appointed by and act on behalf of) other creditors of the Issuer and its Subsidiaries. The Trustee will not have the right to cause the Security Agent to foreclose on the Collateral upon the occurrence of an Event of Default in respect of the Notes. The Trustee shall at no time have any responsibility or liability for or in respect to the legality, validity or enforceability of any Collateral or any arrangement or agreement between the Issuer and any other Person with respect thereto, or the perfection or priority of any security interest created in any of the Collateral or maintenance of any perfection and priority, or for or with respect to the sufficiency of the Collateral following an Event of Default.

ARTICLE VIII

DEFEASANCE; DISCHARGE OF INDENTURE

Section 8.1 Legal Defeasance and Covenant Defeasance.

(a) The Issuer may, at its option, at any time, elect to have either Section 8.1(b) or Section 8.1(c) be applied to all Outstanding Notes upon compliance with the conditions set forth in Section 8.2.

(b) Upon the Issuer's exercise under Section 8.1(a) of the option applicable to this clause (b), the Issuer shall, subject to the satisfaction of the conditions set forth in Section 8.2, be deemed to have been discharged from its obligations with respect to all Outstanding Notes on the date all of the conditions set forth in Section 8.2 are satisfied (hereinafter, "Legal Defeasance"). For this purpose, Legal Defeasance means that the Issuer shall be deemed to have paid and discharged the entire Indebtedness represented by the then Outstanding Notes, which shall thereafter be deemed to be Outstanding only for the purposes of Section 8.3 hereof and the other sections of this Indenture referred to in subclause (i) or (ii) of this clause (b), and to have satisfied all its other obligations under such Notes and this Indenture (and the Trustee, on demand of and at the expense of the Issuer, shall execute proper instruments acknowledging the same), except for the following provisions, which shall survive until otherwise terminated or discharged hereunder:

(i) the rights of Holders of Outstanding Notes to receive solely from the trust fund described in Section 8.3, and as more fully set forth in Section 2.4 payments in respect of the principal of, premium, if any, and interest on such Notes when such payments are due,

(ii) the Issuer's obligations with respect to such Notes under Article II and Section 3.2 hereof,

(iii) the rights, powers, trusts, duties and immunities of the Trustee hereunder and the Issuer's obligations in connection therewith, and

(iv) this Article VIII.

Subject to compliance with this Article VIII, the Issuer may exercise its option under this clause (b) notwithstanding the prior exercise of its option under Section 8.1(c) hereof.

(c) Upon the Issuer's exercise under Section 8.1(a) hereof of the option applicable to this clause (c), the Issuer shall, subject to the satisfaction of the applicable conditions set forth in Section 8.2, be released from its obligations under Sections 3.4, 3.5, 3.8, 3.9, 3.11, 3.12, 3.14, 3.15, 3.16, 3.17, 3.18, 3.19, 3.20, 3.21, 3.22, 4.1(a) and 4.1(b) hereof with respect to the then Outstanding Notes on and after the date the conditions set forth below are satisfied (hereinafter, "Covenant Defeasance"), and the Notes shall thereafter be deemed not Outstanding for the purposes of any direction, waiver, consent or declaration or act of Holders (and the consequences of any thereof) in connection with such covenants, but shall continue to be Outstanding for all other purposes hereunder (it being understood that such Notes shall not be deemed Outstanding for accounting purposes). For this purpose, such Covenant Defeasance means that, with respect to the then Outstanding Notes, the Issuer may omit to comply with and shall have no liability in respect of any term, condition or limitation set forth in any such covenant, whether directly or indirectly, by reason of any reference elsewhere herein to any such covenant or by reason of any reference in any such covenant to any other provision herein or in any other document and such omission to comply shall not constitute a Default or an Event or Default under clause (iii) of Section 6.1(a) (solely with respect to any failure to perform under or comply with clause (ii) or (iii) of Section 4.1(a)), clause (iv) of Section 6.1(a) or clause (v) of Section 6.1(a) hereof, but, except as specified above, the remainder of this Indenture and such Notes shall be unaffected thereby.

Section 8.2 Conditions to Defeasance. The Issuer may exercise its Legal Defeasance option or its Covenant Defeasance option only if:

(a) the Issuer has irrevocably deposited with the Trustee, in trust, for the benefit of the Holders cash in U.S. Legal Tender or U.S. Government Obligations or a combination thereof, in such amounts as will be sufficient without reinvestment, in the opinion of a nationally recognized firm of independent public accountants, to pay the principal of, premium, if any, and interest (including Additional Amounts) on the Notes on the stated date for payment thereof or on the applicable Redemption Date, as the case may be; *provided* that (x) upon any redemption that requires the payment of a Make-Whole Amount, the amount deposited will be sufficient for purposes of the Indenture to the extent that an amount is deposited with the Trustee equal to the Make-Whole Amount calculated as of the date of the notice of redemption, with any deficit as of the date of redemption only required to be deposited with the Trustee on or prior to the date of redemption and (y) such deficit amount will be set forth in an Officer's Certificate delivered to the Trustee simultaneously with the deposit of such deficit amount that confirms that such deficit amount will be applied toward such redemption;

(b) in the case of Legal Defeasance, the Issuer has delivered to the Trustee an Opinion of Counsel reasonably acceptable to the Trustee (subject to customary exceptions and exclusions) and independent of the Issuer to the effect that:

(i) the Issuer has received from, or there has been published by, the Internal Revenue Service a ruling; or

(ii) since the Issue Date, there has been a change in the applicable U.S. federal income tax law,

in either case to the effect that, and based thereon such Opinion of Counsel shall state that, the Holders will not recognize income, gain or loss for U.S. federal income tax purposes as a result of such Legal Defeasance and will be subject to U.S. federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such Legal Defeasance had not occurred;

(c) in the case of Covenant Defeasance, the Issuer has delivered to the Trustee an Opinion of Counsel reasonably acceptable to the Trustee (subject to customary exceptions and exclusions) to the effect that the Holders will not recognize income, gain or loss for U.S. federal income tax purposes as a result of such Covenant Defeasance and will be subject to U.S. federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such Covenant Defeasance had not occurred;

(d) no Default or Event of Default shall have occurred and be continuing on the date of the deposit pursuant to Section 8.2(a) (except any Default or Event of Default resulting from the failure to comply with Section 3.9 as a result of the borrowing of the funds required to effect such deposit);

(e) the Trustee has received an Officer's Certificate stating that such Legal Defeasance or Covenant Defeasance shall not result in a breach or violation of, or constitute a default under this Indenture or any other material agreement or instrument to which the Issuer or any of its Subsidiaries is a party or by which the Issuer or any of its Subsidiaries is bound;

(f) the Issuer has delivered to the Trustee an Officer's Certificate stating that the deposit was not made by the Issuer with the intent of preferring the Holders over any other creditors of the Issuer or any Subsidiary of the Issuer or with the intent of defeating, hindering, delaying or defrauding any other creditors of the Issuer or others;

(g) the Issuer has delivered to the Trustee an Officer's Certificate and an Opinion of Counsel from counsel reasonably acceptable to the Trustee (subject to customary exceptions and exclusions) and independent of the Issuer, each stating that all conditions precedent provided for or relating to the Legal Defeasance or the Covenant Defeasance have been complied with; and

(h) the Issuer has delivered to the Trustee an Opinion of Counsel from counsel reasonably acceptable to the Trustee and independent of the Issuer to the effect that the trust resulting from the deposit does not constitute, or is qualified as, a regulated investment company under the Investment Company Act of 1940.

Section 8.3 Application of Trust Money. The Trustee shall hold in trust U.S. Legal Tender or U.S. Government Obligations deposited with it pursuant to this Article VIII. It shall apply the deposited U.S. Legal Tender or U.S. Government Obligations through the Paying Agent and in accordance with this Indenture to the payment of principal of and interest on the Notes.

Section 8.4 Repayment to Issuer.

(a) The Trustee and the Paying Agent shall promptly turn over to the Issuer upon written request any excess money or securities held by them upon payment of all the obligations under this Indenture.

(b) Subject to any applicable abandoned property law, the Trustee and the Paying Agent shall pay to the Issuer upon request any money held by them for the payment of principal of, premium or interest on the Notes that remains unclaimed for two years, and, thereafter, Holders entitled to the money must look to the Issuer for payment as general creditors.

Section 8.5 Indemnity for U.S. Government Obligations. The Issuer shall pay and shall indemnify the Trustee against any tax, fee or other charge imposed on or assessed against deposited U.S. Government Obligations or the principal and interest received on such U.S. Government Obligations.

Section 8.6 Reinstatement. If the Trustee or Paying Agent is unable to apply any U.S. Legal Tender or U.S. Government Obligations in accordance with this Article VIII by reason of any legal proceeding or by reason of any order or judgment of any court or governmental authority enjoining, restraining or otherwise prohibiting such application, the obligations of the Issuer under this Indenture and the Notes shall be revived and reinstated as though no deposit had occurred pursuant to this Article VIII until such time as the Trustee or Paying Agent is permitted to apply all such U.S. Legal Tender or U.S. Government Obligations in accordance with this Article VIII; *provided*, *however*, that, if the Issuer has made any payment of principal of, premium or interest on any Notes because of the reinstatement of its obligations, the Issuer shall be subrogated to the rights of the Holders of such Notes to receive such payment from U.S. Legal Tender or U.S. Government Obligations held by the Trustee or Paying Agent.

Section 8.7 Satisfaction and Discharge. This Indenture will be discharged and will cease to be of further effect (except as to surviving rights of registration of transfer or exchange of the Notes, as expressly provided for in this Indenture) as to all Outstanding Notes when:

(a) either:

(i) all the Notes theretofore authenticated and delivered (except lost, stolen or destroyed Notes which have been replaced or paid and Notes for whose payment money has theretofore been deposited in trust or segregated and held in trust by the Issuer and thereafter repaid to the Issuer or discharged from such trust) have been delivered to the Trustee for cancellation; or

(ii) (x) all Notes not theretofore delivered to the Trustee for cancellation have become due and payable by reason of the making of one or more notices of redemption or otherwise (in the case that such Notes have become due and payable as a result of the mailing or electronic delivery of a notice of redemption, after any conditions precedent to redemption have been satisfied or waived in writing by the Issuer), will become due and payable within one year or may be called for redemption within one year under arrangements satisfactory to the Trustee for the giving of notice of redemption by the Trustee in the name, and at the expense, of the Issuer, and the Issuer or any Guarantor has irrevocably deposited or caused to be deposited with the Trustee, in trust, for the benefit of the holders, cash in U.S. Legal Tender, U.S. Government Obligations, or a combination thereof, in such amounts as will be sufficient without reinvestment, in the opinion of a nationally recognized investment bank, appraisal firm or firm of independent public accountants, to pay and discharge the entire Indebtedness on the Notes not theretofore delivered to the Trustee for cancellation, for principal of, premium, if any, and interest (including Additional Amounts) on the Notes to the stated date of deposit thereof or on the applicable redemption date, as the case may; *provided* that (x) upon any redemption that requires the payment of a Make-Whole Amount, the amount deposited will be sufficient for purposes of the Indenture to the extent that an amount is deposited with the Trustee equal to the Make-Whole Amount calculated as of the date of the notice of redemption, with any deficit as of the date of redemption only required to be deposited with the Trustee on or prior to the date of redemption and (y) such deficit amount will be set forth in an Officer's Certificate delivered to the Trustee simultaneously with the deposit of such deficit amount that confirms that such deficit amount will be applied toward such redemption; and (y) the Issuer has delivered irrevocable instructions directing the Trustee to apply such funds to the payment of the Notes at maturity or the redemption date, as the case may be;

(b) the Issuer has paid all other sums payable under this Indenture and the Notes by it; and

(c) the Issuer has delivered to the Trustee an Officer's Certificate and an Opinion of Counsel stating that all conditions precedent under this Indenture relating to the satisfaction and discharge of this Indenture have been complied with.

ARTICLE IX

AMENDMENTS

Section 9.1 Without Consent of Holders.

(a) The Issuer, the Note Guarantors and the Trustee may amend or supplement this Indenture, the Notes or the Note Guarantees without notice to or consent of any Holder:

(i) to cure any ambiguity, omission, defect or inconsistency;

(ii) to comply with Article IV in respect of the assumption by a Successor Issuer of the obligations of the Issuer under the Notes and this Indenture;

(iii) to provide for uncertificated Notes in addition to or in place of Certificated Notes; *provided*, *however*, that the uncertificated Notes are issued in registered form for purposes of Section 163(f) of the Code;

(iv) to add guarantees with respect to the Notes or to secure the Notes;

(v) to add to the covenants of the Issuer or the Note Guarantors for the benefit of the Holders or to surrender any right or power herein conferred upon the Issuer or the Note Guarantors;

(vi) to make any change that does not, in the opinion of the Issuer, as conclusively evidenced by an Officer's Certificate to such effect, adversely affect the rights of any Holder in any material respect;

(vii) to conform the text of this Indenture, the Note Guarantees or the Notes to any provision of the section "Description of Notes" in the Offering Memorandum to the extent that such provision in such "Description of Notes" was intended to be a verbatim recitation of a provision of this Indenture or the Notes or Note Guarantees;

(viii) to comply with the requirements of any applicable securities depositary;

(ix) to provide for the issuance of Additional Notes as permitted by Section 2.2(c) and Section 2.14, which will have terms substantially identical to the other Outstanding Notes except as specified in Section 2.13, or Section 2.14, and which will be treated, together with any other Outstanding Notes, as a single issue of securities; or

(x) in order to effect and maintain the listing of the Notes on the Global Exchange Market of the Irish Stock Exchange operating as Euronext Dublin.

(b) After an amendment or supplement under this Section 9.1 becomes effective, the Issuer shall mail to Holders a notice briefly describing such amendment. The failure to give such notice to all Holders, or any defect therein, shall not impair or affect the validity of an amendment under this Section 9.1.

Section 9.2 With Consent of Holders.

(a) The Issuer, the Note Guarantors and the Trustee may amend or supplement this Indenture or the Notes without notice to any Holder but with the written consent of the Holders of at least a majority in principal amount of the then Outstanding Notes(including, without limitation, consents obtained in connection with a purchase of, or tender offer or exchange offer for, Notes). Subject to Section 6.4, the Holder or Holders of a majority in aggregate principal amount of the then Outstanding Notes may waive compliance by the Issuer and the Note Guarantors with any provision of this Indenture or the Notes. However, without the consent of each Holder affected, an amendment, supplement or waiver may not:

(i) reduce the amount of Notes whose Holders must consent to an amendment, supplement or waiver;

(ii) reduce the rate of or change or have the effect of changing the time for payment of interest, including Defaulted Interest, on any Notes;

(iii) reduce the principal of or change or have the effect of changing the fixed maturity of any Notes, or change the date on which any Notes may be subject to redemption, or reduce the redemption price therefor;

(iv) make any Notes payable in money other than that stated in the Notes;

(v) make any change in the provisions of this Indenture entitling each Holder to receive payment of principal of, premium, if any, and interest on such Notes on or after the due date thereof or to bring suit to enforce such payment, or permitting Holders of a majority in principal amount of the then Outstanding Notes to waive Defaults or Events of Default;

(vi) amend, change or modify in any material respect any obligations of the Issuer to make and consummate a Change of Control Offer in respect of a Change of Control that has occurred or make and consummate an Asset Sale Offer with respect to any Asset Sale that has been consummated;

(vii) make any change in the provisions of this Indenture described under Section 3.21 that adversely affects the rights of any Holder or amend the terms of the Notes in a way that would result in a loss of exemption from Taxes; or

(viii) make any change to the provisions of this Indenture or the Notes that adversely affect the ranking of the Notes.

(b) It shall not be necessary for the consent of the Holders under this Section 9.2 to approve the particular form of any proposed amendment, supplement or waiver but it shall be sufficient if such consent approves the substance thereof.

(c) After an amendment, supplement or waiver under this Section 9.2 becomes effective, the Issuer shall mail to Holders a notice briefly describing such amendment, supplement or waiver. The failure to give such notice to all Holders, or any defect therein, shall not impair or affect the validity of an amendment, supplement or waiver under this Section 9.2.

(d) The Notes issued on the Issue Date, and any Additional Notes part of the same series, will be treated as a single series for all purposes under this Indenture, including with respect to waivers and amendments. For the purposes of calculating the aggregate principal amount of Notes that have consented to or voted in favor of any amendment, waiver, consent, modifications or other similar action, the Issuer (acting reasonably and in good faith) shall be entitled to select a record date as of which the principal amount of any Notes shall be calculated in such consent or voting process.

Section 9.3 [Reserved].

Section 9.4 Revocation and Effect of Consents and Waivers.

(a) A consent to an amendment, supplement or waiver by a Holder of a Note shall bind the Holder and every subsequent Holder of that Note or portion of the Note that evidences the same debt as the consenting Holder's Note, even if notation of the consent or waiver is not made on the Note. However, any such Holder or subsequent Holder may revoke the consent or waiver as to such Holder's Note or portion of the Note if the Trustee receives the notice of revocation before the date the amendment, supplement or waiver becomes effective. After an amendment, supplement or waiver becomes effective, it shall bind every Holder, except as otherwise provided in this Article IX. An amendment, supplement or waiver shall become effective upon receipt by the Trustee of the requisite number of written consents under Section 9.2.

(b) The Issuer may, but shall not be obligated to, fix a record date for the purpose of determining the Holders entitled to give their consent or take any other action described above or required or permitted to be taken pursuant to this Indenture. If a record date is fixed, then notwithstanding the immediately preceding paragraph, those Persons who were Holders at such record date (or their duly designated proxies), and only those Persons, shall be entitled to give such consent or to revoke any consent previously given or to take any such action, whether or not such Persons continue to be Holders after such record date. No such consent shall be valid or effective for more than 90 days after such record date.

Section 9.5 Notation on or Exchange of Notes. If an amendment or supplement changes the terms of a Note, the Trustee may require the Holder of the Note to deliver it to the Trustee. The Trustee may place an appropriate notation on the Note regarding the changed terms and return it to the Holder. Alternatively, if the Issuer or the Trustee so determines, the Issuer, in exchange for the Note, will execute and upon Issuer Order, the Trustee will authenticate and make available for delivery a new Note that reflects the changed terms. Failure to make the appropriate notation or to issue a new Note shall not affect the validity of such amendment or supplement.

Section 9.6 Trustee to Sign Amendments and Supplements. The Trustee shall sign any amendment, supplement or waiver authorized pursuant to this Article IX if the amendment or supplement does not adversely affect the rights, duties, liabilities or immunities of the Trustee. If it does, the Trustee may but need not sign it. In signing such amendment, supplement or waiver, the Trustee shall be entitled to receive indemnity reasonably satisfactory to it and to receive, and (subject to Section 7.1 and Section 7.2) shall be fully protected in relying upon, in addition to the documents required by Section 12.4, an Opinion of Counsel and an Officer's Certificate each stating that such amendment, supplement or waiver is authorized or permitted by this Indenture and that all conditions precedent to the execution of such amendment, supplement or waiver have been complied with.

ARTICLE X

NOTE GUARANTEES

Section 10.1 Note Guarantees.

(a) Each Note Guarantor hereby fully and unconditionally guarantees, as primary obligor and not merely as surety, jointly and severally with each other Note Guarantor, to each Holder and the Trustee, the full and punctual payment when due, whether at maturity, by acceleration, by redemption or otherwise, of the Obligations (such guaranteed Obligations, the "Guaranteed Obligations"). Each Note Guarantor further agrees that its Note Guarantee herein constitutes a guarantee of payment when due (and not a guarantee of collection) and agrees to pay, in addition to the amounts stated in Section 10.1(f), any and all expenses (including reasonable counsel fees and expenses) incurred by the Trustee or the Holders in enforcing or exercising any rights under any Note Guarantee.

(b) In no event shall the Trustee or the Holders be obligated to take any action, obtain any judgment or file any claim prior to enforcing or exercising any rights under any Note Guarantee.

(c) Each Note Guarantor further agrees that its Note Guarantee constitutes an absolute and unconditional and continuing guarantee. Each Note Guarantor hereby waives, to the extent permitted by law:

(i) any claim as to the legality, validity, regularity or enforceability of this Indenture, the Notes or any other agreement;

(ii) any claim as to the lack of authority of the Issuer to execute or deliver this Indenture, the Notes or any other agreement;

(iii) diligence, presentation to, demand of payment from and protest to the Issuer of any of the Obligations and notice of protest for nonpayment;

(iv) the occurrence of any Default or Event of Default under this Indenture, the Notes or any other agreement;

(v) notice of any Default or Event of Default under this Indenture, the Notes or any other agreement;

(vi) the failure of the Trustee or any Holder to assert any claim or demand or to enforce any right or remedy against the Issuer or any other Person under this Indenture, the Notes or any other agreement;

(vii) any extension or renewal of the Obligations, this Indenture, the Notes or any other agreement;

(viii) any rescission, waiver, amendment or modification of any of the terms or provisions of this Indenture, the Notes or any other agreement;

(ix) the existence of any bankruptcy, insolvency, reorganization or similar proceedings involving the Issuer;

(x) any setoff, counterclaim, recoupment, termination or defense of any kind or nature which may be available to or asserted by any Note Guarantor or the Issuer against the Holders or the Trustee;

(xi) any impairment, taking, furnishing, exchange or release of, or failure to perfect or obtain protection of any security interest in, any collateral securing this Indenture and the Notes and any right to require that any resort be had by the Trustee or any Holder to any such collateral;

(xii) the failure of the Trustee or any Holder to exercise any right or remedy against any other Note Guarantor;

(xiii) any change in the ownership of the Issuer;

(xiv) any change in the laws, rules or regulations of any jurisdiction;

(xv) any present or future action of any governmental authority or court amending, varying, reducing or otherwise affecting, or purporting to amend, vary, reduce or otherwise affect, any of the obligations of the Issuer under this Indenture or the Notes or of any Note Guarantor under its Note Guarantee; and

(xvi) any other act or thing or omission or delay to do any other act or thing which may or might in any manner or to any extent vary the risk of each Note Guarantor or would otherwise operate as a discharge of such Note Guarantor as a matter of law or equity.

(d) Each of the Note Guarantors further expressly waives irrevocably and unconditionally:

(i) Any right it may have to first require any Holder to proceed against, initiate any actions before a court of law or any other judge or authority, or enforce any other rights or security or claim payment from the Issuer or any other Person (including any Note Guarantor or any other guarantor of the Notes) before claiming from it under this Indenture;

(ii) Any right to which it may be entitled to have the assets of the Issuer or any other Person (including any Note Guarantor or any other guarantor of the Notes) first be used, applied or depleted as payment of the Issuer's or the Note Guarantors' obligations hereunder, prior to any amount being claimed from or paid by any of the Note Guarantors hereunder;

(iii) Any right to which it may be entitled to have claims hereunder divided between the Note Guarantors;

(iv) To the extent applicable, the benefits of *orden*, *excusión*, *división*, *quita* and *espera* and any right specified in articles 2814, 2815, 2817, 2818, 2819, 2820, 2821, 2822, 2823, 2826, 2837, 2838, 2839, 2840, 2845, 2846, 2847 and any other related or applicable articles that are not explicitly set forth herein because of Note Guarantor's knowledge thereof of the *Código Civil Federal* of Mexico, and the *Código Civil* of each State of the Mexican Republic and the Federal District of Mexico.

(e) The obligations assumed by each Note Guarantor hereunder shall not be affected by the absence of judicial request of payment by a Holder to the Issuer or by whether any such person takes timely action pursuant to articles 2848 and 2849 of the Código Civil Federal of Mexico and the Código Civil of each State of the Mexican Republic and the Federal District of Mexico and each Note Guarantor hereby expressly waives the provisions of such articles.

(f) The obligations of each Note Guarantor hereunder shall not be subject to any reduction, limitation, impairment or termination for any reason (other than payment of the Obligations in full), including any claim of waiver, release, surrender, alteration or compromise, and shall not be subject to any defense of setoff, counterclaim, recoupment or termination whatsoever or by reason of the invalidity, illegality or unenforceability of the Obligations or otherwise. Without limiting the generality of the foregoing, the obligations of each Note Guarantor herein shall not be discharged or impaired or otherwise affected by the failure of any Holder to assert any claim or demand or to enforce any remedy under this Indenture, the Notes or any other agreement, by any waiver or modification of any thereof, by any default, failure or delay, willful or otherwise, in the performance of the Obligations, or by any other act or thing or omission or delay to do any other act or thing which may or might in any manner or to any extent vary the risk of such Note Guarantor or would otherwise operate as a discharge of such Note Guarantor as a matter of law or equity.

(g) Except as provided in Section 10.2, the obligations of each Note Guarantor hereunder shall not be subject to any reduction, limitation, impairment or termination for any reason other than payment of the Obligations in full.

(h) Each Note Guarantor further agrees that its Note Guarantee herein shall continue to be effective or be reinstated, as the case may be, if at any time payment, or any part thereof, of principal of or interest on any of the Obligations is rescinded or must otherwise be restored by any Holder upon the bankruptcy or reorganization of the Issuer or otherwise.

(i) In furtherance of the foregoing and not in limitation of any other right which the Trustee or any Holder has at law or in equity against each Note Guarantor by virtue hereof, upon the failure of the Issuer to pay any of the Obligations when and as the same shall become due, whether at maturity, by acceleration, by redemption or otherwise, each Note Guarantor hereby promises to and will, upon receipt of written demand by the Trustee, forthwith pay, or cause to be paid, in cash, to the Holders an amount equal to the sum of:

(i) the unpaid amount of such Obligations then due and owing; and

(ii) accrued and unpaid interest on such Obligations then due and owing (but only to the extent not prohibited by law);

provided, that any delay by the Trustee in giving such written demand shall in no event affect any Note Guarantor's obligations under its Note Guarantee.

(j) Each Note Guarantor further agrees that, as between such Note Guarantor, on the one hand, and the Holders, on the other hand:

(i) the maturity of the Obligations guaranteed hereby may be accelerated as provided in this Indenture for the purposes of its Note Guarantee herein, notwithstanding any stay, injunction or other prohibition preventing such acceleration in respect of the Obligations guaranteed hereby; and

(ii) in the event of any such declaration of acceleration of such Obligations, such Obligations (whether or not due and payable) shall forthwith become due and payable by the Note Guarantor for the purposes of this Note Guarantee.

Section 10.2 Limitation on Liability; Termination, Release and Discharge.

(a) Subject to the limitations set out in Section 10.5 and Section 10.6, the obligations of each Note Guarantor hereunder will be limited to the maximum amount as will, after giving effect to all other contingent and fixed liabilities of such Note Guarantor and after giving effect to any collections from or payments made by or on behalf of any other Note Guarantor in respect of the obligations of such other Note Guarantor under its Note Guarantee or pursuant to its contribution obligations under this Indenture, result in the obligations of such Note Guarantor under its Note Guarantee not constituting a fraudulent conveyance or fraudulent transfer under federal or state law.

(b) A Note Guarantor will be released and relieved of its obligations under its Note Guarantee in the event that:

(i) there is a Legal Defeasance of the Notes pursuant to Article VIII;

(ii) there is a sale or other disposition of Capital Stock of such Note Guarantor following which such Note Guarantor is no longer a direct or indirect Subsidiary of the Issuer;

(iii) such Note Guarantor is designated as an Unrestricted Subsidiary in accordance with Section 3.14;

(iv) either (A) the 2017 Facilities Agreement Indebtedness has been repaid in full and such Note Guarantor is not a guarantor of the Indebtedness Incurred to refinance such 2017 Facilities Agreement Indebtedness or (B) at least 85% of the outstanding Indebtedness of the Issuer and its Restricted Subsidiaries is not guaranteed by such Note Guarantor; or

(v) solely with respect to an Additional Note Guarantor, upon the occurrence of a Partial Covenant Suspension Event or Covenant Suspension Event until the occurrence of a Partial Covenant Reversion Date or a Reversion Date, as applicable, at which time the guarantee of the Notes by such Additional Note Guarantor shall be reinstated unless such Additional Note Guarantor would have been released at any time during the Partial Suspension Period or the Suspension Period, as applicable, pursuant to clause (i), (ii), (iii) or (iv) of this Section 10.2(b).

Section 10.3 Right of Contribution. Each Note Guarantor that makes a payment or distribution under a Note Guarantee will be entitled to a contribution from each other Note Guarantor in a *pro rata* amount, based on the net assets of each Note Guarantor determined in accordance with GAAP. The provisions of this Section 10.3 shall in no respect limit the obligations and liabilities of each Note Guarantor to the Trustee and the Holders and each Note Guarantor shall remain liable to the Trustee and the Holders for the full amount guaranteed by such Note Guarantor hereunder.

Section 10.4 No Subrogation. Each Note Guarantor agrees that it shall not be entitled to any right of subrogation in respect of any Guaranteed Obligations until payment in full in cash or Cash Equivalents of all Obligations. If any amount shall be paid to any Note Guarantor on account of such subrogation rights at any time when all of the Obligations shall not have been paid in full in cash or Cash Equivalents, such amount shall be held by such Note Guarantor in trust for the Trustee and the Holders, segregated from other funds of such Note Guarantor, and shall, forthwith upon receipt by such Note Guarantor, be turned over to the Trustee in the exact form received by such Note Guarantor (duly endorsed by such Note Guarantor to the Trustee, if required), to be applied against the Obligations.

Section 10.5 French Guarantee Limitation.

(a) The obligations of any Note Guarantor incorporated in France (a "French Note Guarantor") are subject to the limitations set out in this Section 10.5.

(b) The obligations and liabilities of any French Note Guarantor under the Indenture and the Notes, and in particular under this Article X, shall not include any obligation or liability which, if incurred, would constitute the provision of financial assistance within the meaning of article L.225-216 of the French Commercial Code and/or would constitute a misuse of corporate assets within the meaning of article(s) L. 241-3, L. 242-6 or L. 244-1 of the French Commercial Code or any other law or regulations having the same effect, as interpreted by French courts.

(c) The obligations and liabilities of any French Note Guarantor under this Article X for the Issuer's obligations under the Indenture and the Notes shall be limited, at any time, to an amount equal to the aggregate of all amounts made available under the Notes and the Indenture to the Issuer to the extent directly or indirectly on-lent to such French Note Guarantor and/or its direct and indirect Subsidiaries under intercompany loan agreements (excluding, for the avoidance of doubt, any cash-pooling arrangements or other cash management agreements, *provided*, that the proceeds of the Notes shall not be used, in whole or in part, to finance, directly or indirectly, such cash pooling arrangements or other cash management agreements) and outstanding at the date a payment is to be made by such French Note Guarantor under this Article X, it being specified that any payment made by a French Note Guarantor under this Article X in respect of the obligations of the Issuer shall reduce *pro tanto* the outstanding amount of the intercompany loans due by such French Note Guarantor or its relevant direct or indirect Subsidiary under the intercompany loan agreements referred to above and that any repayment of the intercompany loans by the French Note Guarantor or its relevant direct or indirect Subsidiary shall reduce *pro tanto* the amount payable by the French Note Guarantor under this Article X.

(d) It is acknowledged that no French Note Guarantor is acting jointly and severally with the other Note Guarantors and no French Note Guarantor shall therefore be considered as "*co-débiteur solidaire*" as to its obligations pursuant to the guarantee given pursuant to this Article X.

Section 10.6 Swiss Guarantee Limitation.

(a) The obligations of any Note Guarantor incorporated in Switzerland (a "Swiss Note Guarantor") are subject to the limitations set out in this Section 10.6.

(b) The obligations and liabilities of a Swiss Note Guarantor under the Indenture, the Notes or any other agreement, and in particular under this Article X, in relation to the obligations, undertakings, indemnities or liabilities of a Note Guarantor other than that Swiss Note Guarantor or any of its fully owned and controlled subsidiaries (the "Restricted Obligations") and the aggregate use of the proceeds from the enforcement of any security interest granted by a Swiss Note Guarantor shall not include any obligation or liability which, if incurred, would constitute the provision of financial assistance not permitted under the laws of Switzerland then in force and/or would constitute a misuse of corporate assets under Swiss law as interpreted by Swiss courts and shall be limited to the amount of that Swiss Note Guarantor's Free Reserves Available for Distribution (as defined below) at the time payment or the application of proceeds from the realization of a security interest is requested, or the maximum amount permitted by Swiss law at such time, *provided*, that such limitation is a requirement under applicable law (including any case law) at that point in time and that such limitation shall not free the Swiss Note Guarantor from its obligations in excess thereof, but merely postpone the performance date therefor or the application of proceeds from the realization of a security interest until such time as performance is permitted notwithstanding such limitation.

(c) For the purposes of this clause, "Free Reserves Available for Distribution" means an amount equal to the maximal amount in which the Swiss Note Guarantor can make a dividend payment to its shareholder(s) (being the year to date balance sheet profit and any freely disposable equity available for this purpose, in each case, in accordance with applicable Swiss law). The freely disposable equity represents the total shareholder equity less the total of: (i) the aggregate share capital, (ii) the statutory reserves (including reserves for own shares and revaluations), to the extent such reserves cannot be transferred into unrestricted, distributable reserves, and (iii) any freely disposable equity that has to be blocked for any loans granted by the Swiss Note Guarantor to a direct or indirect shareholder or a direct or indirect subsidiary of such shareholder.

As soon as reasonably practicable after having been requested to discharge a Restricted Obligation, the Swiss Note Guarantor shall, if it cannot discharge the full amount of the Restricted Obligations, provide the Trustee with an interim statutory balance sheet audited by the statutory auditors of the Swiss Note Guarantor setting out the Free Reserves Available for Distribution and, promptly thereafter, pay the lesser of (i) that Restricted Obligation and (ii) the amount corresponding to the Free Reserves Available for Distribution or the maximum amount permitted by Swiss law applicable at the time discharge is requested to the Trustee (save to the extent provided below).

(d) In respect of the Restricted Obligations, the Swiss Note Guarantor shall:

(i) if and to the extent required by applicable law in force at the relevant time:

(A) procure that such payments can be made without deduction of Swiss withholding tax, or with deduction of Swiss withholding tax at a reduced rate, by discharging the liability to such tax by notification pursuant to applicable law (including double tax treaties) rather than payment of the Tax;

(B) if the notification procedure pursuant to paragraph (A) above does not apply and subject to any applicable double taxation treaties, deduct Swiss withholding tax at the rate of 35 percent (or such other rate as is in force at that time), or if the notification procedure pursuant to paragraph (A) above applies for a part of the Swiss withholding tax only, deduct Swiss withholding tax at the reduced rate resulting after the discharge of part of such Tax by notification under applicable law, from any payment made by it and promptly pay any such taxes to the Swiss Federal Tax Administration; and

(C) notify the Trustee that such notification or, as the case may be, deduction has been made and provide evidence to the Trustee that such a notification of the Swiss Federal Tax Administration has been made, or, as the case may be, that such Swiss withholding tax has been paid to the Swiss Federal Tax Administration;

(ii) to the extent such deduction is made, not be required to make a gross-up, indemnify or otherwise hold harmless the Trustee or the Holders for the deduction of the Swiss withholding tax notwithstanding anything to the contrary contained in the Indenture, the Notes or any other agreement, unless grossing up is permitted under the laws of Switzerland then in force and *provided*, that this should not in any way limit any obligations of any non-Swiss Note Guarantors under the Indenture, the Notes or any other agreement to indemnify the Trustee or the Holders in respect of the deduction of the Swiss withholding tax. The Swiss Note Guarantor shall use all reasonable efforts to procure that any person which is entitled to a full or partial refund of any Swiss withholding tax paid pursuant to paragraph (a) above will, as soon as possible after the deduction of the Swiss withholding tax:

(y) request a refund of the Swiss withholding tax under any applicable law (including double taxation treaties) and

(z) pay to the Trustee upon receipt any amount so refunded.

(e) The Swiss Note Guarantor will take, and cause to be taken, as soon as reasonably practicable, all and any other action, including, without limitation, the passing of any shareholders' resolutions to approve any payment or other performance under the Indenture and the Notes and the receipt of any confirmations from the Swiss Note Guarantor's auditors, whether following a request to discharge a Restricted Obligation or which may be required as a matter of mandatory Swiss law in force at the time it is required to make a payment or perform other obligations under the Indenture, the Notes or any other agreement in order to allow a prompt payment or performance of other obligations under the Indenture or the Notes.

(f) If the enforcement of the Restricted Obligations would be limited due to the effects referred to in this Section 10.6 and if any asset of the Swiss Note Guarantor has a book value that is less than its market value (an "Undervalued Asset"), the Swiss Note Guarantor shall, to the extent permitted by applicable law and its accounting standards (i) write up the book value of such Undervalued Asset such that its balance sheet reflects a book value that is equal to the market value of such Undervalued Asset, and (ii) make reasonable efforts to realize the Undervalued Asset for a sum which is at least equal to the market value of such asset. Without prejudice to the rights of the Trustee and the Holders under the Indenture, the Notes or any other agreement, the Swiss Note Guarantor will only be required to realize an Undervalued Asset if such asset is not necessary for the Swiss Note Guarantor's business (*nicht betriebsnotwendig*).

ARTICLE XI

COLLATERAL

Section 11.1 The Collateral. Subject to Section 11.2, the Issuer and the Note Guarantors agree that the Notes will be at all times secured by a first-priority security interest in the Collateral on at least an equal and ratable basis with the Permitted Secured Obligations.

Section 11.2 Release of the Collateral.

(a) The Notes will cease to be secured by a security interest in the Collateral in accordance with the provisions of the Intercreditor Agreement.

(b) In addition to the Collateral release provisions set forth in the Intercreditor Agreement, the Notes will cease to be secured by a security interest on the Collateral upon:

(i) (A) payment in full of the principal of, any accrued and unpaid interest on, the Notes and all other amounts or Obligations that are due and payable at or prior to the time such principal, accrued and unpaid interest, if any, are paid, (B) a satisfaction and discharge of this Indenture or (C) a Legal Defeasance or Covenant Defeasance pursuant to Article VIII; or

(ii) a refinancing of the 2017 Facilities Agreement Indebtedness in full as a result of which the Collateral does not secure Indebtedness Incurred to refinance such 2017 Facilities Agreement Indebtedness.

ARTICLE XII

MISCELLANEOUS

Section 12.1 Notices.

(a) Any notice or communication shall be in writing and delivered in person or mailed by first-class mail, postage prepaid, addressed as follows:

if to the Issuer and the Note Guarantors:

c/o CEMEX, S.A.B. de C.V.
Avenida Ricardo Margáin Zozaya #325
Colonia Valle del Campestre
San Pedro Garza García, Nuevo León
México 66265
Attention: Finance Department—Chief Financial Officer
Fax: (212)-317-6047

if to the Trustee:

The Bank of New York Mellon
240 Greenwich Street, Floor 7 East
New York, NY 10286
Attention: International Corporate Trust
Fax: 724-540-6330

The Issuer or the Trustee by notice to the other may designate additional or different addresses for subsequent notices or communications.

(b) All notices to Holders of Notes will be validly given if mailed to them at their respective addresses in the register of the Holders of such Notes, if any, maintained by the Registrar. For so long as any Notes are represented by Global Notes, all notices to Holders of the Notes will be delivered to DTC, delivery of which shall be deemed to satisfy the requirements of this paragraph.

(c) Each such notice shall be deemed to have been given on the date of delivery or mailing. Any notice or communication mailed to a Holder shall be mailed to such Person by first-class mail or other equivalent means and shall be sufficiently given to them if so mailed within the time prescribed. Failure to mail a notice or communication to a Holder or any defect in it shall not affect its sufficiency with respect to other Holders. If a notice or communication is mailed in the manner provided above, it is duly given, whether or not the addressee receives it.

(d) Subject to Section 7.1(c) and Section 7.2(a), the Trustee shall accept electronic transmissions; *provided*, that (i) the Trustee shall not have any duty or obligation to verify or confirm that the Person sending instructions, directions, reports, notices or other communications or information by electronic transmission is, in fact, a Person authorized to give such instructions, directions, reports, notices or other communications or information on behalf of the party purporting to send such electronic transmission; and the Trustee shall not have any liability for any losses, liabilities, costs or expenses incurred or sustained by any party as a result of such reliance upon or compliance with such instructions, directions, reports, notices or other communications or information and (ii) each other party agrees to assume all risks arising out of the use of electronic methods to submit instructions, directions, reports, notices or other communications or information to the Trustee, including without limitation the risk of the Trustee acting on unauthorized instructions, notices, reports or other communications or information, and the risk of interception and misuse by third parties.

(e) Any notice or communication mailed to a registered Holder shall be mailed to the Holder at the Holder's address as it appears on the Note Register and shall be sufficiently given if so mailed within the time prescribed.

(f) Failure to mail a notice or communication to a Holder or any defect in it shall not affect its sufficiency with respect to other Holders. If a notice or communication is mailed in the manner provided above, it is duly given, whether or not the addressee receives it.

(g) Any notice or communication delivered to the Issuer under the provisions herein shall constitute notice to the Note Guarantors.

Section 12.2 Communication by Holders with Other Holders. Holders may communicate with other Holders with respect to their rights under this Indenture (including the Note Guarantees) or the Notes.

Section 12.3 Certificate and Opinion as to Conditions Precedent. Upon any request or application by the Issuer to the Trustee to take or refrain from taking any action under this Indenture, the Issuer shall furnish to the Trustee:

(a) an Officer's Certificate in form and substance reasonably satisfactory to the Trustee stating that, in the opinion of the signers, all conditions precedent, if any, provided for in this Indenture relating to the proposed action have been complied with; and

(b) an Opinion of Counsel in form and substance reasonably satisfactory to the Trustee stating that, in the opinion of such counsel, all such conditions precedent have been complied with.

Section 12.4 Statements Required in Certificate or Opinion. Each certificate or opinion, including an Opinion of Counsel or Officer's Certificate, with respect to compliance with a covenant or condition provided for in this Indenture shall include:

(a) a statement that the individual making such certificate or opinion has read such covenant or condition;

(b) a brief statement as to the nature and scope of the examination or investigation upon which the statements or opinions contained in such certificate or opinion are based;

(c) a statement that, in the opinion of such individual, he has made such examination or investigation as is necessary to enable him to express an informed opinion as to whether or not such covenant or condition has been complied with; and

(d) a statement as to whether or not, in the opinion of such individual, such covenant or condition has been complied with.

In giving an Opinion of Counsel, counsel may rely as to factual matters on an Officer's Certificate or on certificates of public officials.

Section 12.5 Rules by Trustee, Paying Agent, Transfer Agent and Registrar. The Trustee may make reasonable rules for action by, or a meeting of, Holders. The Paying Agent, Transfer Agent and the Registrar may make reasonable rules for their functions.

Section 12.6 Legal Holidays. A "Legal Holiday" is (i) a Saturday, a Sunday or other day on which commercial banking institutions are authorized or required to be closed in New York City, Mexico City or London and (ii) any day on which the Trans-European Automated Real-time Gross Settlement Express Transfer System (TARGET2) is closed for settlement of payments. If a payment date is a Legal Holiday, payment shall be made on the next succeeding day that is not a Legal Holiday, and no interest shall accrue for the intervening period. If a regular record date is a Legal Holiday, the record date shall not be affected.

Section 12.7 Governing Law, etc.

(a) THIS INDENTURE (INCLUDING EACH NOTE GUARANTEE) AND THE NOTES SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK. THE PARTIES HERETO EACH HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS INDENTURE, THE NOTES OR EACH NOTE GUARANTEE OR ANY TRANSACTION RELATED HERETO OR THERETO TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

(b) Each of the parties hereto hereby:

(i) agrees that any suit, action or proceeding against it arising out of or relating to this Indenture (including the Note Guarantees) or the Notes, as the case may be, may be instituted in any Federal or state court sitting in the City of New York and County of New York and in the courts of its own corporate domicile, in respect of actions brought against it as a defendant,

(ii) waives to the fullest extent permitted by applicable law, any objection which it may now or hereafter have to the laying of venue of any such suit, action or proceeding, any claim that any suit, action or proceeding in such a court has been brought in an inconvenient forum, and the right to any other jurisdiction to which it may be entitled, on account of place of residence or domicile,

(iii) irrevocably submits to the jurisdiction of such courts in any suit, action or proceeding,

(iv) agrees that final judgment in any such suit, action or proceeding brought in such a court shall be conclusive and binding may be enforced in the courts of the jurisdiction of which it is subject by a suit upon judgment, and

(v) agrees that service of process by mail to the addresses specified herein shall constitute personal service of such process on it in any such suit, action or proceeding.

(c) The Issuer and the Note Guarantors (other than CEMEX Corp. and CEMEX Finance LLC) have appointed CEMEX NY Corporation, 590 Madison Avenue, 27th Floor, New York, NY 10022, as its authorized agent (the "Authorized Agent") upon whom all writs, process and summonses may be served in any suit, action or proceeding arising out of or based upon this Indenture or the Notes which may be instituted in any state or federal court in the City of New York and County of New York. The Issuer and the Note Guarantors (other than CEMEX Corp. and CEMEX Finance LLC) hereby represent and warrant that the Authorized Agent has accepted such appointment and has agreed to act as said agent for service of process, and the Issuer and the Note Guarantors (other than CEMEX Corp. and CEMEX Finance LLC) agree to take any and all action, including the filing of any and all documents, that may be necessary to continue each such appointment in full force and effect as aforesaid so long as the Notes remain outstanding. The Issuer and the Note Guarantors (other than CEMEX Corp. and CEMEX Finance LLC) agree that the appointment of the Authorized Agent shall be irrevocable so long as any of the Notes remain outstanding or until the irrevocable appointment by the Issuer and the Note Guarantors (other than CEMEX Corp. and CEMEX Finance LLC) of a successor agent in the City of New York, New York as each of their authorized agent for such purpose and the acceptance of such appointment by such successor. Service of process upon the Authorized Agent shall be deemed, in every respect, effective service of process upon the Issuer and the Note Guarantors (other than CEMEX Corp. and CEMEX Finance LLC).

(d) To the extent that any of the Issuer and the Note Guarantors have or hereafter may acquire any immunity (sovereign or otherwise) from any legal action, suit or proceeding, from jurisdiction of any court or from set-off or any legal process (whether service or notice, attachment in aid or otherwise) with respect to itself or any of its property, the Issuer and the Note Guarantors hereby irrevocably waive and agree not to plead or claim such immunity in respect of their obligations under this Indenture or the Notes.

(e) Nothing in this Section 12.7 shall affect the right of the Trustee or any Holder of the Notes to serve process in any other manner permitted by law.

Section 12.8 [Reserved].

Section 12.9 No Recourse Against Others. An incorporator, director, officer, employee, stockholder or controlling person, as such, of the Issuer or any Note Guarantor shall not have any liability for any obligations of the Issuer or any Note Guarantor under the Notes or this Indenture or for any claims based on, in respect of or by reason of such obligations or their creation. By accepting a Note, each Holder shall waive and release all such liability.

Section 12.10 Successors. All agreements of the Issuer and any Note Guarantor in this Indenture and the Notes shall bind their respective successors. All agreements of the Trustee in this Indenture shall bind its successors.

Section 12.11 Duplicate and Counterpart Originals. The parties may sign any number of copies of this Indenture. One signed copy is enough to prove this Indenture. This Indenture may be executed in any number of counterparts, each of which so executed shall be an original, but all of them together represent the same agreement. Signatures of the parties hereto transmitted by facsimile or pdf shall be deemed to be their original signatures for all purposes.

Section 12.12 Severability. In case any provision in this Indenture or in the Notes shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 12.13 [Reserved].

Section 12.14 Currency Indemnity.

(a) U.S. Legal Tender is the sole currency of account and payment for all sums payable by the Issuer and any Note Guarantor under or in connection with the Notes or this Indenture, including damages. Any amount received or recovered in currency other than U.S. Legal Tender in respect of the Notes (whether as a result of, or of the enforcement of, a judgment or order of a court of any jurisdiction, in the winding-up or dissolution of the Issuer, a Note Guarantor or any Subsidiary of the Issuer or otherwise) by any Holder of the Notes in respect of any sum expressed to be due to it from the Issuer or any Note Guarantor shall only constitute a discharge of them under the Notes and this Indenture only to the extent of the U.S. Legal Tender amount which the recipient is able to purchase with the amount so received or recovered in that other currency on the date of that receipt or recovery (or, if it is not practicable to make that purchase on that date, on the first date on which it is practicable to do so). If that U.S. Legal Tender amount is less than the U.S. Legal Tender amount expressed to be due to the recipient under the Notes or this Indenture, the Issuer and the Note Guarantors shall jointly and severally indemnify and hold harmless the recipient, to the greatest extent permitted by law, against any loss or cost sustained by it in making any such purchase. For the purposes of this Section 12.14, it will be sufficient for the Holder of a Note to certify that it would have suffered a loss had an actual purchase of U.S. Legal Tender been made with the amount so received in that other currency on the date of receipt or recovery (or, if a purchase of U.S. Legal Tender on such date had not been practicable, on the first date on which it would have been practicable).

(b) The indemnities of the Issuer and the Note Guarantors contained in this Section 12.14, to the extent permitted by law: (i) constitute a separate and independent obligation from the other obligations of the Issuer and the Note Guarantors under this Indenture and the Notes; (ii) shall give rise to a separate and independent cause of action against the Issuer and the Note Guarantors; (iii) shall apply irrespective of any waiver granted by any Holder of the Notes or the Trustee from time to time; and (iv) shall continue in full force and effect notwithstanding any other judgment, order, claim or proof of claim for a liquidated amount in respect of any sum due under the Notes or this Indenture or any other judgment or order.

Section 12.15 Table of Contents; Headings. The table of contents and headings of the Articles and Sections of this Indenture have been inserted for convenience of reference only, are not intended to be considered a part hereof and shall not modify or restrict any of the terms or provisions hereof.

Section 12.16 USA PATRIOT Act. The parties hereto acknowledge that, in accordance with Section 326 of the USA PATRIOT Act (Title III of Pub. L. 107-56 (signed into law on October 26, 2001)) (as amended, modified or supplemented from time to time, the "USA PATRIOT Act"), the Trustee, like all financial institutions, is required to obtain, verify, and record information that identifies each person or legal entity that opens an account. The parties to this Agreement agree that they will provide the Trustee with such information as the Trustee may request in order for the Trustee to satisfy the requirements of the USA PATRIOT Act.

[Signature page follows]

IN WITNESS WHEREOF, the parties have caused this Indenture to be duly executed as of the date first written above.

CEMEX, S.A.B de C.V.,
as Issuer

By: /s/ Fernando Jose Reiter Landa
Name: Fernando J. Reiter Landa
Title: Attorney-in-Fact

EACH OF THE NOTE GUARANTORS LISTED BELOW

CEMEX Concretos, S.A. de C.V.

By: /s/ Jaime A. Chapa González
Name: Jaime A. Chapa González
Title: Attorney-in-Fact

By: /s/ Fernando Jose Reiter Landa
Name: Fernando J. Reiter Landa
Title: Attorney-in-Fact

New Sunward Holding B.V.

By: /s/ Jaime A. Chapa González
Name: Jaime A. Chapa González
Title: Attorney-in-Fact

CEMEX España, S.A.

By: /s/ Jaime A. Chapa González
Name: Jaime A. Chapa González
Title: Attorney-in-Fact

Cemex Asia B.V.

By: /s/ Jaime A. Chapa González
Name: Jaime A. Chapa González
Title: Attorney-in-Fact

CEMEX Corp.

By: /s/ Jaime A. Chapa González
Name: Jaime A. Chapa González
Title: Attorney-in-Fact

CEMEX Finance LLC

By: /s/ Jaime A. Chapa González
Name: Jaime A. Chapa González
Title: Attorney-in-Fact

Cemex Africa & Middle East Investments B.V.

By: /s/ Jaime A. Chapa González
Name: Jaime A. Chapa González
Title: Attorney-in-Fact

CEMEX France Gestion (S.A.S.)

By: /s/ Jaime A. Chapa González
Name: Jaime A. Chapa González
Title: Attorney-in-Fact

Cemex Research Group AG

By: /s/ Jaime A. Chapa González
Name: Jaime A. Chapa González
Title: Attorney-in-Fact

CEMEX UK

By: / s/ Jaime A. Chapa González
Name: Jaime A. Chapa González
Title: Attorney-in-Fact

[Signature Page to Indenture]

THE BANK OF NEW YORK MELLON,
as Trustee

By: /s/ John D. Bowman
Name: John D. Bowman
Title: Vice President

[Signature Page to Indenture]

SCHEDULE I

NOTE GUARANTORS

1. CEMEX Concretos, S.A. de C.V. (Mexico)
2. New Sunward Holding B.V. (the Netherlands)
3. CEMEX España, S.A. (Spain)
4. Cemex Asia B.V. (the Netherlands)
5. CEMEX Corp. (Delaware)
6. CEMEX Finance LLC (Delaware)
7. Cemex Africa & Middle East Investments B.V. (the Netherlands)
8. CEMEX France Gestion (S.A.S.) (France)
9. Cemex Research Group AG (Switzerland)
10. CEMEX UK (United Kingdom)

EXHIBIT A

FORM OF NOTE

[Include the following legend for Global Notes only:

"THIS IS A GLOBAL NOTE WITHIN THE MEANING OF THE INDENTURE REFERRED TO HEREINAFTER.

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION ("DTC"), NEW YORK, NEW YORK, TO THE ISSUER OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

TRANSFERS OF THIS GLOBAL SECURITY SHALL BE LIMITED TO TRANSFERS IN WHOLE, BUT NOT IN PART, TO NOMINEES OF DTC OR TO A SUCCESSOR THEREOF OR SUCH SUCCESSOR'S NOMINEE AND TRANSFERS OF PORTIONS OF THIS GLOBAL SECURITY SHALL BE LIMITED TO TRANSFERS MADE IN ACCORDANCE WITH THE RESTRICTIONS SET FORTH IN THE INDENTURE REFERRED TO ON THE REVERSE HEREOF."]

[Include the following legend on all Notes that are Restricted Notes:

"THE NOTES EVIDENCED HEREBY HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND [Include the following on all Regulation S Notes that are Restricted Notes: , PRIOR TO THE EXPIRATION OF THE 40-DAY DISTRIBUTION COMPLIANCE PERIOD (AS DEFINED IN REGULATION S UNDER THE SECURITIES ACT),] MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED EXCEPT (A) (1) TO CEMEX, S.A.B. DE C.V., (2) TO A PERSON WHO THE SELLER REASONABLY BELIEVES IS A QUALIFIED INSTITUTIONAL BUYER WITHIN THE MEANING OF RULE 144A UNDER THE SECURITIES ACT PURCHASING FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER IN A TRANSACTION MEETING THE REQUIREMENTS OF RULE 144A AND TO WHOM NOTICE IS GIVEN THAT THE TRANSFER IS MADE IN RELIANCE ON RULE 144A, (3) IN AN OFFSHORE TRANSACTION COMPLYING WITH RULE 903 OR RULE 904 OF REGULATION S UNDER THE SECURITIES ACT, (4) PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT (IF AVAILABLE), OR (5) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT AND (B) IN ACCORDANCE WITH ALL APPLICABLE SECURITIES LAWS OF THE STATES OF THE UNITED STATES. THIS LEGEND CAN ONLY BE REMOVED AT THE OPTION OF THE ISSUER.]

[*Include the following on all Regulation S Notes that are Restricted Notes:* PRIOR TO THE EXPIRATION OF THE 40-DAY DISTRIBUTION COMPLIANCE PERIOD (AS DEFINED IN REGULATION S UNDER THE SECURITIES ACT),] EACH PERSON ACQUIRING AN OWNERSHIP INTEREST IN THE NOTES (1) SHALL BE DEEMED TO REPRESENT AND WARRANT THAT IT EITHER (A) IS A "QUALIFIED INSTITUTIONAL BUYER" (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT), (B) IS NOT A U.S. PERSON (AS DEFINED IN REGULATION S UNDER THE SECURITIES ACT) AND IS OUTSIDE THE UNITED STATES OR (C) IS ACQUIRING SUCH OWNERSHIP INTEREST PURSUANT TO A VALID REGISTRATION STATEMENT OR IN ANOTHER TRANSACTION EXEMPT FROM SUCH REGISTRATION; (2) AGREES THAT [*Include the following on all Regulation S Notes that are Restricted Notes:* PRIOR TO THE EXPIRATION OF THE 40-DAY DISTRIBUTION COMPLIANCE PERIOD (AS DEFINED IN REGULATION S UNDER THE SECURITIES ACT),] (X) IT WILL NOT RESELL OR OTHERWISE TRANSFER THIS NOTE EXCEPT IN ACCORDANCE WITH THE FOREGOING RESTRICTIONS, AND IN ANY CASE IN COMPLIANCE WITH ALL APPLICABLE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES AND ANY OTHER APPLICABLE JURISDICTION; (Y) PRIOR TO SUCH TRANSFER, IT WILL FURNISH TO THE BANK OF NEW YORK MELLON, AS TRUSTEE (OR A SUCCESSOR TRUSTEE, AS APPLICABLE), SUCH CERTIFICATIONS, LEGAL OPINIONS OR OTHER INFORMATION AS THE TRUSTEE MAY REASONABLY REQUIRE TO CONFIRM THAT SUCH TRANSFER IS BEING MADE PURSUANT TO AN EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND (Z) IT WILL DELIVER TO EACH PERSON TO WHOM THIS SECURITY IS TRANSFERRED A NOTICE SUBSTANTIALLY TO THE EFFECT OF THIS LEGEND. AS USED HEREIN, THE TERMS "UNITED STATES", "U.S. PERSON" AND "OFFSHORE TRANSACTION" HAVE THE MEANINGS GIVEN TO THEM BY REGULATION S UNDER THE SECURITIES ACT."]

[Include the following legend on all Notes as the Mexican law legend:

"THE NOTES EVIDENCED HEREBY HAVE NOT BEEN AND WILL NOT BE REGISTERED WITH THE NATIONAL SECURITIES REGISTRY (REGISTRO NACIONAL DE VALORES) MAINTAINED BY THE MEXICAN NATIONAL BANKING AND SECURITIES COMMISSION (COMISIÓN NACIONAL BANCARIA Y DE VALORES), AND THEREFORE MAY NOT BE OFFERED OR SOLD PUBLICLY IN MEXICO, EXCEPT THAT THE NOTES MAY BE OFFERED IN MEXICO TO INVESTORS THAT QUALIFY AS INSTITUTIONAL AND QUALIFIED INVESTORS PURSUANT TO THE PRIVATE PLACEMENT EXEMPTION SET FORTH UNDER ARTICLE 8 OF THE MEXICAN SECURITIES MARKET LAW (LEY DEL MERCADO DE VALORES)."]

FORM OF FACE OF NOTE

5.200% Senior Secured Notes due 2030

No. Principal Amount U.S.$_____

[If the Note is a Global Note include the following two lines: as revised by the Schedule of Increases and Decreases in Global Note attached hereto]

CUSIP NO._____[1]
ISIN NO._____[2]

CEMEX, S.A.B. de C.V., a publicly traded variable stock corporation (*sociedad anónima bursátil de capital variable*) organized under the laws of the United Mexican States (together with its successors and assigns, the "Issuer"), promises to pay to Cede & Co., or registered assigns, the principal sum of [ ] U.S. Dollars [*If the Note is a Global Note, add the following*, as revised by the Schedule of Increases and Decreases in Global Note attached hereto], on September 17, 2030.

Interest Payment Dates: March 17 and September 17 of each year, commencing on March 17, 2021.

Record Dates: March 2 and September 2.

1 CUSIP No. for Rule 144A Note: 151290 BX0; CUSIP No. for Regulation S Note: P2253T JQ3.
2 ISIN No. for Rule 144A Note: US151290BX00; ISIN No. for Regulation S Note: USP2253TJQ33.

Additional provisions of this Note are set forth on the other side of this Note.

CEMEX, S.A.B. de C.V.

By: _____
Name:
Title:

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

THE BANK OF NEW YORK MELLON
as Trustee, certifies that this is one of the Notes referred to in the Indenture.

By: _____ Date: _____
Authorized Signatory

FORM OF REVERSE SIDE OF NOTE

5.200% Senior Secured Notes due 2030

Capitalized terms used but not defined herein shall have the meanings assigned to them in the Indenture referred to below unless otherwise indicated.

1. Interest

CEMEX, S.A.B. de C.V., a publicly traded variable stock corporation (*sociedad anónima bursátil de capital variable*) organized under the laws of the United Mexican States (together with its successors and assigns, the "Issuer"), promises to pay interest on the principal amount of this Note at the rate per annum shown above.

The Issuer will pay interest semiannually in arrears on each Interest Payment Date of each year commencing on March 17, 2021; *provided*, that if any such Interest Payment Date is not a Business Day, then such payment shall be made on the next succeeding Business Day. Interest on the Notes will accrue from the most recent date to which interest has been paid on the Notes or, if no interest has been paid, from September 17, 2020; *provided*, that if there is no existing Default or Event of Default on the payment of interest, and if this Note is authenticated between a Record Date referred to on the face hereof and the next succeeding Interest Payment Date (but after September 17, 2020), interest shall accrue from such next succeeding Interest Payment Date, except in the case of the original issuance of Notes, in which case interest shall accrue from September 17, 2020. The Issuer shall pay interest (including post-petition interest in any proceeding under any Bankruptcy Law) on overdue principal at the then applicable interest rate on the Notes to the extent lawful; it shall pay interest (including post-petition interest in any proceeding under any Bankruptcy Law) on overdue installments of interest ("Defaulted Interest"), without regard to any applicable grace period, at the same rate to the extent lawful. Interest will be computed on the basis of a 360-day year of twelve 30-day months. Each interest period shall end on (but not include) the relevant interest payment date.

All payments made by the Issuer in respect of the Notes will be made free and clear of and without deduction or withholding for or on account of any Taxes imposed or levied by or on behalf of any Taxing Jurisdiction, unless such withholding or deduction is required by law or by the interpretation or administration thereof. In that event, the Issuer will pay to each Holder of the Notes Additional Amounts as provided in the Indenture subject to the limitations set forth in the Indenture.

2. Method of Payment

By at least 10:00 a.m. New York City time on the Business Day prior to the date on which any principal of or interest on any Note is due and payable, the Issuer shall irrevocably deposit with the Trustee or the Paying Agent money sufficient to pay such principal and/or interest. The Issuer will pay interest (except Defaulted Interest) on the applicable Interest Payment Date to the Persons who are registered Holders of Notes at the close of business on the Record Date preceding the Interest Payment Date even if Notes are canceled, repurchased or redeemed after the Record Date and on or before the relevant Interest Payment Date, except as provided in Section 2.13 of the Indenture with respect to Defaulted Interest. Holders must surrender Notes to a Paying Agent to collect principal payments. The Issuer will pay principal and interest in U.S. Legal Tender.

Payments in respect of Notes represented by a Global Note (including principal and interest) will be made by the transfer of immediately available funds to the accounts specified by DTC. The Issuer will make all payments in respect of a Certificated Note (including principal and interest) by mailing a check to the registered address of each registered Holder thereof as set forth in the Note Register; *provided*, *however*, that payments on the Notes may also be made, in the case of a Holder of at least U.S.$10,000,000 aggregate principal amount of Notes, by wire transfer to a U.S. dollar account maintained by the payee with a bank in the United States if such Holder elects payment by wire transfer by giving written notice to the Trustee or the Paying Agent to such effect designating such account no later than 10 days immediately preceding the relevant due date for payment (or such other date as the Trustee may accept in its discretion).

3. Paying Agent and Registrar

Initially, The Bank of New York Mellon, the Trustee under the Indenture, will act as Trustee, Paying Agent and Registrar. The Issuer may appoint and change any Paying Agent, Registrar or co-Registrar without notice to any Holder. The Issuer, any Note Guarantor or any of their respective Affiliates may act as Paying Agent, Registrar or co-Registrar.

4. Indenture

The Issuer issued the Notes under an Indenture, dated as of September 17, 2020 (as it may be amended or supplemented from time to time in accordance with the terms thereof, the "Indenture"), among the Issuer, the Note Guarantors and the Trustee. The terms of the Notes include those stated in the Indenture. The Notes are subject to all such terms, and Holders are referred to the Indenture for a statement of those terms. Each Holder, by accepting a Note, agrees to be bound by all of the terms and provisions of the Indenture, as amended or supplemented from time to time.

The Notes are general senior obligations, which are secured by a first priority security interest in the Collateral on an equal and ratable basis with the other Permitted Secured Obligations, subject to the Collateral release provisions set forth in the Intercreditor Agreement. U.S.$1,000,000,000 in aggregate principal amount of Notes will be issued on the Issue Date. Subject to the conditions set forth in the Indenture and without the consent of the Holders, the Issuer may issue Additional Notes. All Notes will be treated as a single series of securities under the Indenture. The Indenture imposes certain limitations on, among other things, the ability of the Issuer and its Restricted Subsidiaries to: Incur Indebtedness, make Restricted Payments, incur Liens, designate Unrestricted Subsidiaries, make Asset Sales, enter into transactions with Affiliates, or consolidate or merge or transfer or convey all or substantially all of the Issuer's assets.

To guarantee the due and punctual payment of the principal of (and premium, if any) and interest on the Notes and all other amounts payable by the Issuer under the Indenture and the Notes when and as the same shall be due and payable, whether at maturity, by acceleration or otherwise, according to the terms of the Notes and the Indenture, the Note Guarantors have unconditionally guaranteed, jointly and severally, such obligations pursuant to the terms of the Indenture. Each Note Guarantee will be subject to release as provided in the Indenture.

The obligations of each Note Guarantor in respect of its Note Guarantee will be limited to the maximum amount as will, after giving effect to all other contingent and fixed liabilities of such Note Guarantor and after giving effect to any collections from or payments made by or on behalf of any other Note Guarantor in respect of the obligations of such other Note Guarantor under its Note Guarantee or pursuant to its contribution obligations under the Indenture, result in the obligations of such Note Guarantor under its Note Guarantee not constituting a fraudulent conveyance, fraudulent transfer, or similar illegal transfer under federal or state law or the law of the jurisdiction or formation and incorporation of such Note Guarantors.

5. Optional Redemption

Except as stated below, the Issuer may not redeem the Notes. Any redemption and notice may, in the Issuer's discretion, be subject to the satisfaction of one or more conditions precedent. The Issuer may redeem the Notes, at its option, in whole at any time or in part from time to time, on and after September 17, 2025, at the following redemption prices, expressed as percentages of the principal amount thereof, if redeemed during the twelve-month period commencing on September 17 of any year set forth below, plus any accrued and unpaid interest on the principal amount of the Notes, if any, to, but not including, the date of redemption:

Year	Percentage
2025	102.600%
2026	101.733%
2027	100.867%
2028 and thereafter	100.000%

provided, however, that the Issuer shall not have the right to exercise any such optional redemption at any time when the Issuer is prohibited from having such an option under the 2017 Facilities Agreement.

Prior to September 17, 2025, the Issuer will have the right, at its option, to redeem any of the Notes, in whole or in part, at any time or from time to time prior to their maturity at a redemption price equal to the greater of (1) 100% of the principal amount of such Notes and (2) the sum of the present value of the redemption price of the Notes to be redeemed at September 17, 2025 (such redemption price being set forth in the table appearing above, the "First Call Date") plus each remaining scheduled payment of interest thereon during the period between the redemption date and the First Call Date (exclusive of interest accrued to, but not including, the date of redemption), in each case, discounted to the Redemption Date on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate (as defined below) plus 50 basis points (the "Make-Whole Amount"), plus, in each case any accrued and unpaid interest on the principal amount of the Notes, if any, to, but not including, the date of redemption, *provided, however,* that the Issuer shall not have the right to exercise any such optional redemption at any time when the Issuer is prohibited from having such an option under the 2017 Facilities Agreement.

"Treasury Rate" means, with respect to any Redemption Date, the rate per annum equal to the semi-annual equivalent yield to maturity or interpolated maturity (on a day count basis) of the Comparable Treasury Issue (as defined below), assuming a price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price (as defined below) for such Redemption Date.

"Comparable Treasury Issue" means the United States Treasury security or securities selected by an Independent Investment Banker (as defined below) as having an actual or interpolated maturity that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of a maturity through the First Call Date.

"Comparable Treasury Price" means, with respect to any Redemption Date (1) the average of the Reference Treasury Dealer Quotations (as defined below) for such Redemption Date, after excluding the highest and lowest such Reference Treasury Dealer Quotation or (2) if the Independent Investment Banker or Issuer obtains fewer than four such Reference Treasury Dealer Quotations, the average of all such quotations.

"Independent Investment Banker" means one of the Reference Treasury Dealers (as defined below) appointed by the Issuer.

"Reference Treasury Dealer" means any one of BNP Paribas Securities Corp., BofA Securities, Inc. and J.P. Morgan Securities LLC or their respective affiliates which are primary United States government securities dealers and not less than two other leading primary United States government securities dealers in New York City reasonably designated by the Issuer; *provided*, *however*, that if any of the foregoing shall cease to be a primary United States government securities dealer in New York City (a "Primary Treasury Dealer"), the Issuer will substitute therefore another Primary Treasury Dealer.

"Reference Treasury Dealer Quotation" means, with respect to each Reference Treasury Dealer and any Redemption Date, the average, as determined by the Independent Investment Banker or Issuer in good faith, of the bid and asked price for the Comparable Treasury Issue (expressed in each case as a percentage of its principal amount) quoted in writing to the Independent Investment Banker or Issuer by such Reference Treasury Dealer at 3:30 p.m. New York time on the third business day preceding such Redemption Date.

Optional Redemption upon Equity Offerings. At any time, or from time to time, on or prior to September 17, 2023, the Issuer may, at its option, use the net cash proceeds of one or more Equity Offerings to redeem in the aggregate up to 35% of the aggregate principal amount of the Notes issued pursuant to the Indenture at a redemption price equal to 105.200% of the principal amount thereof plus any accrued and unpaid interest on the principal amount of the Notes, if any, to, but not including, the date of redemption; *provided*, that:

(a) after giving effect to any such redemption at least 65% of the aggregate principal amount of the Notes issued under the Indenture remains outstanding; and

(b) the Issuer shall make such redemption not more than 90 days after the consummation of such Equity Offering;

provided, *however*, that the Issuer shall not have the right to exercise any such optional redemption at any time when the Issuer is prohibited from exercising such an option under the 2017 Facilities Agreement.

"Equity Offering" means any public or private sale of Qualified Capital Stock after the Issue Date for cash other than issuances to any Subsidiary of the Issuer.

Optional Redemption for Changes in Withholding Taxes. If, as a result of any amendment to, or change in, the laws (or any rules or regulations thereunder) of a Taxing Jurisdiction affecting taxation, or any amendment to or change in an official interpretation or application of such laws, rules or regulations that has a general effect, which amendment to or change of such laws, rules or regulations becomes effective on or after the Issue Date (which, in the case of a merger, consolidation or other transaction permitted and described under Article IV shall be treated for this purpose as the date of such transaction), the Issuer or any Note Guarantor would be obligated, after taking all reasonable measures to avoid this requirement, to pay Additional Amounts in excess of those attributable to a withholding tax rate of 10% with respect to the Notes (see "Additional Amounts"), then, at the Issuer's option, all, but not less than all, of the Notes may be redeemed at any time on giving not less than 15 nor more than 60 days' notice, at a redemption price equal to 100% of the outstanding principal amount, plus any accrued and unpaid interest on the principal amount of the Notes, if any, to, but not including, the date of redemption; *provided*, *however*, that (1) no notice of redemption for tax reasons may be given earlier than 90 days prior to the earliest date on which the Issuer or any Note Guarantor would be obligated to pay these Additional Amounts if a payment on the Notes were then due, and (2) at the time such notice of redemption is given such obligation to pay such Additional Amounts remains in effect; *provided*, *further, however*, that the Issuer shall not have the right to exercise any such optional redemption at any time when the Issuer is prohibited from having such an option under the 2017 Facilities Agreement.

Prior to the publication of any notice of redemption pursuant to this provision, the Issuer will deliver to the Trustee:

(a) an Officer's Certificate stating that the Issuer is entitled to effect the redemption and setting forth a statement of facts showing that the conditions precedent to the Issuer's right to redeem have occurred, and

(b) an opinion of outside legal counsel of recognized standing in the affected Taxing Jurisdiction to the effect that the Issuer has or will become obligated to pay such Additional Amounts as a result of such change or amendment.

This notice, once delivered by the Issuer to the Trustee, will be irrevocable.

In the case of any partial redemption, selection of the Notes for redemption will be made in accordance with Article V of the Indenture. On and after the Redemption Date, interest will cease to accrue on Notes or portions thereof called-for redemption as long as the Issuer has deposited with the Paying Agent funds in satisfaction of the applicable redemption price pursuant to the Indenture.

6. Mandatory Repurchase Provisions

Change of Control Offer. If a Change of Control occurs, each Holder of Notes will have the right to require that the Issuer purchase all or a portion (in integral multiples of U.S.$1,000) of the Holder's Notes at a purchase price equal to 101% of the principal amount thereof, plus accrued and unpaid interest thereon to, but not including the date of purchase, on the terms and conditions set forth in the Indenture. Within 30 days following the date upon which the Change of Control occurred, the Issuer shall make a Change of Control Offer pursuant to a Change of Control Notice. As more fully described in the Indenture, the Change of Control Notice shall state, among other things, the Change of Control Payment Date, which must be no earlier than 30 days nor later than 60 days from the date the notice is electronically sent or mailed, other than as may be required by applicable law.

Asset Sale Offer. The Indenture imposes certain limitations on the ability of the Issuer and its Restricted Subsidiaries to make Asset Sales. In the event the proceeds from a permitted Asset Sale exceed certain amounts and are not applied as specified in the Indenture, the Issuer will be required to make an Asset Sale Offer to purchase to the extent of such remaining proceeds each Holder's Notes together with holders of certain other Indebtedness at 100% of the principal amount thereof, plus accrued interest (if any) to the Asset Sale Offer Payment Date, as more fully set forth in the Indenture.

7. Denominations; Transfer; Exchange

The Notes are in fully registered form without coupons, and only in denominations of principal amount of U.S.$200,000 and in integral multiples of U.S.$1,000 in excess thereof. A Holder may transfer or exchange Notes in accordance with the Indenture. The Registrar may require a Holder, among other things, to furnish appropriate endorsements or transfer documents and to pay any taxes and fees required by law or permitted by the Indenture. The Registrar shall not be required to register the transfer or exchange of (x) any Note for a period beginning: (1) 15 days before the mailing of a notice of an offer to repurchase or redeem Notes and ending at the close of business on the day of such mailing or (2) 15 days before an Interest Payment Date and ending on such Interest Payment Date and (y) any Note selected for repurchase or redemption, except the unrepurchased or unredeemed portion thereof, if any.

8. Persons Deemed Owners

The registered holder of this Note may be treated as the owner of it for all purposes.

9. Unclaimed Money

If money for the payment of principal or interest remains unclaimed for two years, the Trustee or Paying Agent shall pay the money back to the Issuer at its request unless an abandoned property law designates another Person. After any such payment, Holders entitled to the money must look only to the Issuer and not to the Trustee for payment.

10. Discharge Prior to Redemption or Maturity

Subject to certain conditions set forth in the Indenture, the Issuer at any time may terminate some or all of its obligations under the Notes and the Indenture if the Issuer deposits with the Trustee U.S. Legal Tender or U.S. Government Obligations for the payment of principal of and interest on the Notes to redemption or maturity, as the case may be.

11. Amendment, Waiver

Subject to certain exceptions set forth in the Indenture, (i) the Indenture or the Notes may be amended or supplemented with the written consent of the Holders of at least a majority in principal amount of the then Outstanding Notes and (ii) any default (other than with respect to nonpayment or in respect of a provision that cannot be amended or supplemented without the written consent of each Holder affected) or noncompliance with any provision may be waived with the written consent of the Holders of a majority in aggregate principal amount of the then Outstanding Notes. Subject to certain exceptions set forth in the Indenture, without the consent of any Holder, the Issuer and the Trustee may amend or supplement the Indenture or the Notes to, among other things, cure any ambiguity, omission, defect or inconsistency, or to comply with Article IV of the Indenture, or to provide for uncertificated Notes in addition to or in place of certificated Notes, or to add guarantees with respect to the Notes or to secure the Notes, or to add additional covenants or surrender rights and powers conferred on the Issuer or the Note Guarantors, or to make any change that does not adversely affect the rights of any Holder, or to provide for the issuance of Additional Notes.

12. Defaults and Remedies

If an Event of Default occurs and is continuing, the Trustee or the Holders of at least 25% in principal amount of the Outstanding Notes may declare all the Notes to be due and payable immediately. A Bankruptcy Event of Default will result in the Notes being due and payable immediately upon the occurrence of such Bankruptcy Event of Default.

Holders may not enforce the Indenture or the Notes except as provided in the Indenture. The Trustee may refuse to enforce the Indenture or the Notes unless it receives reasonable indemnity or security. Subject to certain limitations, Holders of a majority in principal amount of the Outstanding Notes may direct the Trustee in its exercise of any trust or power. The Trustee may withhold from Holders notice of any continuing Default or Event of Default (except a Default or Event of Default in payment of principal or interest) if it determines that withholding notice is in their interest.

13. Trustee Dealings with the Issuer and the Note Guarantors

Subject to certain limitations set forth in the Indenture, the Trustee under the Indenture, in its individual or any other capacity, may become the owner or pledgee of Notes and may otherwise deal with and collect obligations owed to it by the Issuer, any Note Guarantor or its Affiliates and may otherwise deal with the Issuer, any Note Guarantor or its Affiliates with the same rights it would have if it were not Trustee.

14. No Recourse Against Others

An incorporator, director, officer, employee, stockholder or controlling person, as such, of the Issuer or any Note Guarantor shall not have any liability for any obligations of the Issuer or any Note Guarantor under the Notes or the Indenture or for any claims based on, in respect of or by reason of such obligations or their creation. By accepting a Note, each holder waives and releases all such liability.

15. Authentication

Any Officer of the Issuer may sign the Notes for the Issuer by manual, facsimile or electronic signature. This Note shall not be valid until an authorized signatory of the Trustee (or an Authenticating Agent) electronically or manually signs the certificate of authentication on the other side of this Note.

16. Abbreviations

Customary abbreviations may be used in the name of a Holder or an assignee, such as TEN COM (= tenants in common), TEN ENT (= tenants by the entirety), JT TEN (= joint tenants with rights of survivorship and not as tenants in common), CUST (=custodian) and U/G/M/A (= Uniform Gift to Minors Act).

17. CUSIP Number

Pursuant to a recommendation promulgated by the Committee on Uniform Security Identification Procedures the Issuer has caused CUSIP or other similar numbers to be printed on the Notes and has directed the Trustee to use CUSIP number in notices of redemption as a convenience to Holders. No representation is made as to the accuracy of such numbers either as printed on the Notes or as contained in any notice of redemption and reliance may be placed only on the other identification numbers placed thereon.

18. Governing Law

This Note shall be governed by, and construed in accordance with, the laws of the State of New York.

19. Currency of Account; Conversion of Currency.

U.S. Legal Tender is the sole currency of account and payment for all sums payable by the Issuer and the Note Guarantors under or in connection with the Notes or the Indenture, including damages. The Issuer and the Note Guarantors will indemnify the Holders as provided in respect of the conversion of currency relating to the Notes and the Indenture.

20. Agent for Service; Submission to Jurisdiction; Waiver of Immunities.

The Issuer and the Note Guarantors have agreed that any suit, action or proceeding against the Issuer or any Note Guarantor brought by any Holder or the Trustee arising out of or based upon the Indenture or the Notes may be instituted in any state or federal court in the City of New York and County of New York and in the courts of their respective corporate domiciles, in respect of actions brought against them as defendants. The Issuer and the Note Guarantors have irrevocably submitted to the jurisdiction of such courts for such purpose and waived, to the fullest extent permitted by law, trial by jury and any objection they may now or hereafter have to the laying of venue of any such proceeding, and any claim they may now or hereafter have that any proceeding in any such court is brought in an inconvenient forum and the right to any other jurisdiction. The Issuer and the Note Guarantors (other than CEMEX Corp. and CEMEX Finance LLC) have appointed CEMEX NY Corporation, 590 Madison Avenue, 27th Floor, New York, NY 10022, as each of their authorized agent upon whom all writs, process and summonses may be served in any suit, action or proceeding arising out of or based upon the Indenture or the Notes which may be instituted in any state or federal court in the City of New York and County of New York. To the extent that any of the Issuer and the Note Guarantors have or hereafter may acquire any immunity (sovereign or otherwise) from any legal action, suit or proceeding, from jurisdiction of any court or from set-off or any legal process (whether service or notice, attachment in aid or otherwise) with respect to itself or any of its property, the Issuer and the Note Guarantors have irrevocably waived and agreed not to plead or claim such immunity in respect of its obligations under the Indenture or the Notes.

The Issuer will furnish to any Holder upon written request and without charge to the Holder a copy of the Indenture which has in it the text of this Note in larger type. Requests may be made to:

CEMEX, S.A.B. de C.V.
Avenida Ricardo Margáin Zozaya #325
Colonia Valle del Campestre
San Pedro Garza García, Nuevo León, México 66265
Tel: +5281-8888-8888

ASSIGNMENT FORM

To assign this Note, fill in the form below:

I or we assign and transfer this Note to

_____

(Print or type assignee's name, address and zip code)

_____

(Insert assignee's soc. sec. or tax I.D. No.)

and irrevocably appoint _____ as agent to transfer this Note on the books of the Issuer. The agent may substitute another to act for him.

Date: _____ Your Signature: _____

Signature Guarantee: _____

(Signature must be guaranteed)

Sign exactly as your name appears on the other side of this Note.

The signature(s) should be guaranteed by an eligible guarantor institution (banks, stockbrokers, savings and loan associations and credit unions with membership in an approved signature guarantee medallion program), pursuant to Exchange Act Rule 17Ad-15.

To be attached to Global Notes only:

SCHEDULE OF INCREASES OR DECREASES IN GLOBAL NOTE

The following increases or decreases in this Global Note have been made:

Date of Exchange	Amount of decrease in Principal Amount of this Global Note	Amount of increase in Principal Amount of this Global Note	Principal Amount of this Global Note following such decrease or increase	Signature of authorized signatory of Trustee or Note Custodian

OPTION OF HOLDER TO ELECT PURCHASE

If you want to elect to have this Note purchased by the Issuer pursuant to Section 3.8 or Section 3.12 of the Indenture, check either box:

☐ **Section 3.8** ☐ **Section 3.12**

If you want to elect to have only part of this Note purchased by the Issuer pursuant to Section 3.12 of the Indenture, state the principal amount (which must be in minimum denominations of U.S.$200,000 and in an integral multiple of U.S.$1,000): U.S.$_____

Date: _____ Your Signature _____
(Sign exactly as your name appears on the other side of the Note)

Signature Guarantee: _____
(Signature must be guaranteed)

The signature(s) should be guaranteed by an eligible guarantor institution (banks, stockbrokers, savings and loan associations and credit unions with membership in an approved signature guarantee medallion program), pursuant to Exchange Act Rule 17Ad-15.

EXHIBIT B

FORM OF CERTIFCATION FOR TRANSFER PURSUANT TO REGULATION S

[Date]

The Bank of New York Mellon
240 Greenwich Street, Floor 7 East
New York, NY 10286
Attention: International Corporate Trust

Re: 5.200% Senior Secured Notes due 2030 (the "Notes") of CEMEX, S.A.B. de C.V. (the "Issuer")

Ladies and Gentlemen:

Reference is hereby made to the Indenture, dated as of September 17, 2020 (as amended and supplemented from time to time, the "Indenture"), among the Issuer, the Note Guarantors named therein and The Bank of New York Mellon, as Trustee. Capitalized terms used but not defined herein shall have the meanings given them in the Indenture or Regulation S under the Securities Act of 1933, as amended (the "Securities Act"), as the case may be.

In connection with our proposed transfer of U.S.$_____ aggregate principal amount of the Notes, which represent an interest in a Rule 144A Global Note beneficially owned by the undersigned ("Transferor"), we confirm that such transfer has been effected pursuant to and in accordance with Regulation S and, accordingly, we represent that:

(a) the offer of the Notes was not made to a person in the United States;

(b) either (i) at the time the buy order was originated, the transferee was outside the United States or we and any person acting on our behalf reasonably believed that the transferee was outside the United States or (ii) the transaction was executed in, on or through the facilities of a designated off-shore securities market and neither we nor any person acting on our behalf knows that the transaction has been pre-arranged with a buyer in the United States;

(c) no directed selling efforts have been made in the United States in contravention of the requirements of Rule 903(b) or Rule 904(b) of Regulation S, as applicable;

(d) the transaction is not part of a plan or scheme to evade the registration requirements of the Securities Act; and

(e) we are the beneficial owner of the principal amount of Notes being transferred.

In addition, if the transfer is made during a Distribution Compliance Period and the provisions of Rule 904(b)(1) or Rule 904(b)(2) of Regulation S are applicable thereto, we confirm that such transfer has been made in accordance with the applicable provisions of Rule 904(b)(1) or Rule 904(b)(2), as the case may be.

You, the Issuer and the Note Guarantors are entitled to rely upon this letter and are irrevocably authorized to produce this letter or a copy hereof to any interested party in any administrative or legal proceedings or official inquiry with respect to the matters covered hereby.

Very truly yours,

[Name of Transferor]

By: _____

_____

Authorized Signature

Signature Guarantee: _____

(Signature must be guaranteed)

The signature(s) should be guaranteed by an eligible guarantor institution (banks, stockbrokers, savings and loan associations and credit unions with membership in an approved signature guarantee medallion program), pursuant to Exchange Act Rule 17Ad-15.

EXHIBIT C

FORM OF CERTIFICATION FOR TRANSFER PURSUANT TO RULE 144

[Date]

The Bank of New York Mellon
240 Greenwich Street, Floor 7 East
New York, NY 10286
Attention: International Corporate Trust

Re: 5.200% Senior Secured Notes due 2030 (the "Notes") of CEMEX, S.A.B. de C.V. (the "Issuer")

Ladies and Gentlemen:

Reference is hereby made to the Indenture, dated as of September 17, 2020 (as amended and supplemented from time to time, the "Indenture"), among the Issuer, the Note Guarantors named therein and The Bank of New York Mellon, as Trustee. Capitalized terms used but not defined herein shall have the meanings given them in the Indenture.

In connection with our proposed transfer of U.S.$_____ aggregate principal amount of the Notes, which represent an interest in a Rule 144A Global Note beneficially owned by the undersigned ("Transferor"), we confirm that such transfer has been effected pursuant to and in accordance with Rule 144 under the Securities Act.

You, the Issuer and the Note Guarantors are entitled to rely upon this letter and are irrevocably authorized to produce this letter or a copy hereof to any interested party in any administrative or legal proceedings or official inquiry with respect to the matters covered hereby.

Very truly yours,

[Name of Transferor]

By: _____

_____
Authorized Signature

Signature Guarantee: _____
(Signature must be guaranteed)

The signature(s) should be guaranteed by an eligible guarantor institution (banks, stockbrokers, savings and loan associations and credit unions with membership in an approved signature guarantee medallion program), pursuant to Exchange Act Rule 17Ad-15.

EXHIBIT D

FORM OF CERTIFICATION FOR TRANSFER PURSUANT TO RULE 144A

[Date]

The Bank of New York Mellon
240 Greenwich Street, Floor 7 East
New York, NY 10286
Attention: International Corporate Trust

Re: 5.200% Senior Secured Notes due 2030 (the "Notes") of CEMEX, S.A.B. de C.V. (the "Issuer")

Ladies and Gentlemen:

Reference is hereby made to the Indenture, dated as of September 17, 2020 (as amended and supplemented from time to time, the "Indenture"), among the Issuer, the Note Guarantors named therein and The Bank of New York Mellon, as Trustee. Capitalized terms used but not defined herein shall have the meanings given them in the Indenture.

In connection with our proposed transfer of U.S.$_____ aggregate principal amount of the Notes, which represent an interest in a Regulation S Global Note beneficially owned by the undersigned ("Transferor"), we confirm that such transfer has been effected pursuant to and in accordance with Rule 144A under the Securities Act of 1933, as amended, and, accordingly, we represent that the beneficial interest will be transferred to a Person that we reasonably believe is purchasing the beneficial interest for its own account, or for one or more accounts with respect to which such Person exercises sole investment discretion, and such Person and each such account is a "qualified institutional buyer" within the meaning of Rule 144A in a transaction meeting the requirements of Rule 144A and such transfer is in compliance with any applicable blue sky securities laws of any state of the United States.

You, the Issuer and the Note Guarantors are entitled to rely upon this letter and are irrevocably authorized to produce this letter or a copy hereof to any interested party in any administrative or legal proceedings or official inquiry with respect to the matters covered hereby.

Very truly yours,

[Name of Transferor]

By: _____

_____
Authorized Signature

Signature Guarantee: _____
(Signature must be guaranteed)
The signature(s) should be guaranteed by an eligible guarantor institution (banks, stockbrokers, savings and loan associations and credit unions with membership in an approved signature guarantee medallion program), pursuant to Exchange Act Rule 17Ad-15.

"CONSOLIDATED LEVERAGE RATIO" AND RELATED DEFINITIONS

The definition of "Consolidated Leverage Ratio" comes from the 2017 Facilities Agreement, as in effect immediately prior to giving effect to the amendment thereof on May 22, 2020.

"**2019 Amendment Agreement**" means the amendment and restatement agreement in relation to the 2017 Facilities Agreement dated on or about 2 April 2019 between, amongst others, the Borrower and the Agent.

"**2019 Amendment Effective Date**" means the Amendment Effective Date as defined in the 2019 Amendment Agreement.

"**2019 Second Consent Request**" means the consent request entitled "CEMEX, S.A.B. de C.V.: Consent Request addressed to all Creditors under the 2017 Facilities Agreement" dated on or about 4 October 2019.

"**2020 Subordinated Convertible Notes**" means:

(a) the $200,000,000 3.72% subordinated optional convertible securities issued by the Borrower on 13 March 2015 maturing on 15 March 2020; and

(b) the $321,114,000 3.72% subordinated optional convertible securities issued by the Borrower on 28 May 2015 maturing on 15 March 2020.

"**Acceptable Bank**" means:

(a) a bank or financial institution which has a rating for its long-term unsecured and non credit-enhanced debt obligations of BBB or higher by S&P, BBB or higher by Fitch or Baa2 or higher by Moody's or a comparable rating from an internationally recognised credit rating agency;

(b) any other bank or financial institution in a jurisdiction in which a member of the Group conducts commercial operations where such member of the Group, in the ordinary course of trading, subscribes for certificates of deposit issued by such bank or financial institution; or

(c) any other bank or financial institution approved by the Agent.

"**Accession Letter**" means a document substantially in the form set out in Schedule 7 (*Form of Accession Letter*) of the 2017 Facilities Agreement.

"**Accordion Confirmation**" means a confirmation substantially in the form set out in Schedule 16 (*Form of Accordion Confirmation*) of the 2017 Facilities Agreement.

"**Accordion Lender**" has the meaning given to that term in Clause 2.2 (*Accordion*) of the Facilities Agreement.

"**Additional Guarantor**" means a company that becomes an Additional Guarantor in accordance with Clause 28 (*Changes to the Obligors*) of the 2017 Facilities Agreement.

"**Additional Security Provider**" means a company that becomes an Additional Security Provider in accordance with Clause 28 (*Changes to the Obligors*) of the 2017 Facilities Agreement.

"**Adjustment Amount**" means:

(a) for so long as no written notice is provided by the Borrower pursuant to sub-paragraph (b) below, minus 0.10 which constitutes the Borrower's calculation as at the 2019 Amendment Effective Date on an unaudited pro forma basis of the difference between the Consolidated Leverage Ratio (x) calculated on the basis of the accounting principles and practices after the adoption of IFRS 16, calculated using the definitions in the 2017 Facilities Agreement in place as at the date of the 2017 Facilities Agreement, but considering all leases being added to Consolidated Funded Debt, and (y) calculated on the basis of the accounting principles and practices applying prior to the adoption of IFRS 16, and calculated using the definitions in the 2017 Facilities Agreement in place as at the date of the 2017 Facilities Agreement; or

(b) after the publication of the audited consolidated financial statements of the Borrower for the Financial Year ended 31 December 2018 prepared taking into account the effect of IFRS 16 (which shall be published with the audited consolidated financial statements of the Borrower for the Financial Year ended 31 December 2019), the Borrower shall, as soon as possible following the publication of those audited consolidated financial statements, recalculate the relevant Consolidated Leverage Ratios and the difference between them using the information in those audited consolidated financial statements, provide written notice to the Agent of the result of such calculations, and within 15 Business Days of the publication of those audited consolidated financial statements and, if the calculations yield a result that is different from minus 0.10, the result of that calculation (whether a positive or negative number) shall constitute the Adjustment Amount on an on-going basis.

"**Affiliate**" means, in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company.

"**Agent**" means Citibank Europe PLC, UK Branch, as agent of the Finance Parties (other than itself) under the 2017 Facilities Agreement.

"**Agent's Spot Rate of Exchange**" means the Agent's spot rate of exchange for the purchase of the relevant currency with the Base Currency in the London foreign exchange market at or about 11:00 a.m. on a particular day.

"**Applicable GAAP**" means:

(a) in the case of the Borrower, IFRS;

(b) in the case of CEMEX España, Spanish GAAP or, if adopted by CEMEX España in accordance with Clause 20.3 (*Requirements as to financial statements*) of the 2017 Facilities Agreement, IFRS; and

(c) in the case of any other Obligor, the generally accepted accounting principles applying to it in the country of its incorporation or in a jurisdiction agreed to by the Agent or, if adopted by the relevant Obligor, IFRS.

"**Arranger**" means the following entities, which were mandated as lead arrangers and bookrunners (whether acting individually or together): Banco Mercantil del Norte, S.A., Institución de Banca Múltiple, Grupo Financiero Banorte, Banco Santander (México), S.A., Institución de Banca Múltiple, Grupo Financiero Santander México, BBVA Bancomer, S.A. Institución de Banca Múltiple Grupo Financiero BBVA Bancomer, BNP Paribas Securities Corp., Citigroup Global Markets Inc., Crédit Agricole Corporate and Investment Bank, HSBC Securities (USA) Inc., ING Capital LLC, JPMorgan Chase Bank, N.A., Mizuho Bank, Ltd. and Merrill Lynch, Pierce, Fenner & Smith Incorporated.

"**Base Currency**" means U.S. Dollars.

"**Base Currency Amount**" means, in relation to a Loan, the amount specified in the Utilisation Request delivered by the Borrower for that Loan (or, in relation to several Loans, in relation to any of those Loans not denominated in the Base Currency, that amount converted into the Base Currency at the Agent's Spot Rate of Exchange on the date which is three Business Days before the conversion is applied for the purposes of the 2017 Facilities Agreement or, if later, on the date the Agent receives the request requiring the conversion for the purpose of the 2017 Facilities Agreement) and as adjusted in all cases to reflect any repayment (other than, in relation to the Term Facilities, a repayment arising from a change of currency), prepayment, consolidation or division of a Loan.

"**Borrower**" means CEMEX, S.A.B. de C.V.

"**Business Day**" means a day (other than a Saturday or Sunday) on which banks are open for general business in London, New York City and Mexico City (in the case of Mexico City, if applicable, as specified by applicable law or a Governmental Authority) and, in relation to any date for payment or purchase of euro, which is a TARGET Day.

"**Caliza**" means CEMEX LATAM Holdings, S.A.

"**Caliza Capital Expenditure**" means Capital Expenditure permitted by paragraph (d) of Clause 21.2 (*Financial condition*) of the 2017 Facilities Agreement to be invested in the Caliza Group.

"**Caliza Expansion Capital**" means (without double counting) any:

(a) Caliza Capital Expenditure;

(b) amount of any investment by a member of the Caliza Group to finance any Joint Venture entered into by a member of the Caliza Group; and

(c) amount of the consideration for an acquisition made under paragraph (j) of the definition of Permitted Acquisition.

"**Caliza Expansion Capital Permitted Limit**" means $500,000,000 (or its equivalent).

"**Caliza Group**" means Caliza and its Subsidiaries for the time being.

"**Caliza Offering Option**" has the meaning given to such term in paragraph (b) of the definition of Caliza Transaction.

"**Caliza Proceeds**" means the cash proceeds received by any member of the Group from a Caliza Transaction.

"**Caliza Transaction**" means:

(a) a Disposal by a member of the Group of any shares in Caliza to a person who is not a member of the Group; or

(b) an offering of shares in Caliza and including any put or other option (a "**Caliza Offering Option**") entered into with one or more financial institutions in respect of any share lending, over-allotment or other similar arrangement in connection with an offering of shares in Caliza provided that the exercise period for such put or other option shall be no longer than 30 days from the settlement date of the offering of shares in Caliza,

(in either case) whether by way of a single transaction or a series of transactions and which does not breach Clause 22.21 (*Disposals*) or Clause 22.32 (*Caliza and Centurion*) of the 2017 Facilities Agreement.

"**Capital Expenditure**" means any expenditure or obligation in respect of expenditure which, in accordance with Applicable GAAP of any person, on a consolidated basis, is treated either as a purchase of property, plant or equipment or as a right-of-use under a Lease. For the avoidance of doubt, the initial right-of-use amounts related to Leases recognised by the Borrower on a consolidated basis, upon the change in Applicable GAAP on 1 January 2019, will not be treated as capital expenditure.

"**Capital Stock**" means any and all shares, interests, participations or other equivalents (however designed) of capital stock of a corporation, any and all equivalent ownership interests in a person (other than a corporation) and any and all warrants, rights or options to purchase any of the foregoing.

"**Cash**" means the amount of "*Cash and cash equivalents*" as set out in the relevant line in the relevant financial statements as determined in accordance with Applicable GAAP.

"**Cash Equivalent Investments**" means at any time:

(a) certificates of deposit maturing within one year after the relevant date of calculation and issued by an Acceptable Bank;

(b) any investment in marketable debt obligations issued or expressly guaranteed by the government of Mexico, the United States of America (or any state thereof (including any political subdivision of such state)), the United Kingdom, any member state of the European Economic Area or any Participating Member State or any member state of NAFTA or an agreement that replaces NAFTA (or any other jurisdiction in which a member of the Group conducts commercial operations if that member of the Group makes investments in such debt obligations in the ordinary course of its trading) or by an instrumentality or agency of any of them having an equivalent credit rating, maturing within one year after the relevant date of calculation and not convertible into or exchangeable for any other security;

(c) commercial paper not convertible into or exchangeable for any other security:

  (i) for which a recognised trading market exists;

  (ii) issued by an issuer incorporated in Mexico, the United States of America (or any state thereof (including any political subdivision of such state)), the United Kingdom, any member state of the European Economic Area or any Participating Member State or any member state of NAFTA or an agreement that replaces NAFTA (or any other jurisdiction in which a member of the Group makes investments in such debt obligations in the ordinary course of trading);

  (iii) which matures within one year after the relevant date of calculation; and

  (iv) which has a credit rating of either A-1 or higher by S&P or F 1 or higher by Fitch or P-1 or higher by Moody's, or, if no rating is available in respect of the commercial paper, the issuer of which has, in respect of its long-term unsecured and non-credit enhanced debt obligations, an equivalent rating;

(d) sterling bills of exchange eligible for rediscount at the Bank of England and accepted by an Acceptable Bank (or their dematerialised equivalent);

(e) any investment in money market funds which (i) have a credit rating of either A-1 or higher by S&P or F1 or higher by Fitch or P-1 or higher by Moody's, (ii) which invest substantially all their assets in securities of the types described in paragraphs (a) to (d) above and (f) and (g) below and (iii) can be turned into cash on not more than 30 days' notice; or

(f) any deposit issued by any of Nacional Financiera, S.N.C., Banco Nacional de Comercio Exterior, S.N.C., Banco National de Obras y Servicios Publicos, S.N.C. or any other development bank controlled or sponsored by the Mexican government;

(g) any other debt instrument rated "investment grade" (or the local equivalent thereof according to local criteria in a country in which any member of the Group conducts commercial operations and in which local pensions are permitted by law to invest) with maturities of 12 months or less from the date of acquiring such investment;

(h) investments in mutual funds, managed by banks or financial institutions, with a local currency credit rating of at least MxAA by S&P or equivalent by any other reputable local rating agency, that invest principally in marketable direct obligations issued by the Mexican government, or issued by any agency or instrumentality thereof; and

(i) any other debt security, certificate of deposit, commercial paper, bill of exchange, investment in money market funds or material funds approved by the Majority Lenders,

in each case, to which any member of the Group is alone (or together with other members of the Group) beneficially entitled at that time and which is not issued or guaranteed by any member of the Group or subject to any Security (other than Security arising under the Transaction Security Documents).

"**CEMEX España**" means CEMEX España, S.A.

"**Centurion**" means CEMEX Holdings Philippines, Inc., the company incorporated in the Philippines on September 17th, 2015, which holds the Group's operations in the Philippines which, at the date of the 2017 Facilities Agreement, are operated mainly through Solid Cement Corporation and APO Cement Corporation.

"**Centurion Capital Expenditure**" means Capital Expenditure permitted by paragraph (e) of Clause 21.2 (*Financial condition*) of the 2017 Facilities Agreement to be invested in the Centurion Group.

"**Centurion Expansion Capital**" means (without double counting) any:

(a) Centurion Capital Expenditure;

(b) amount of any investment by a member of the Centurion Group to finance any Joint Venture entered into by a member of the Centurion Group; and

(c) amount of the consideration for an acquisition made under paragraph (m) of the definition of Permitted Acquisition.

"**Centurion Expansion Capital Permitted Limit**" means $500,000,000 (or its equivalent).

"**Centurion Group**" means Centurion and its Subsidiaries for the time being.

"**Centurion Offering Option**" has the meaning given to such term in paragraph (b) of the definition of Centurion Transaction.

"**Centurion Proceeds**" means the cash proceeds received by any member of the Group from a Centurion Transaction.

"**Centurion Transaction**" means:

(a) a Disposal by a member of the Group of any shares in Centurion to a person who is not a member of the Group; or

(b) an offering of shares in Centurion and including any put or other option (a "**Centurion Offering Option**") entered into by any member of the Group with one or more financial institutions in respect of any share lending, over-allotment or other similar arrangement in connection with an offering of shares in Centurion provided that the exercise period for such put or other option shall be no longer than 60 days from the settlement date of the offering of shares in Centurion,

(in either case) whether by way of a single transaction or a series of transactions and which does not breach Clause 22.21 (*Disposals*) or Clause 22.32 (*Caliza and Centurion*) of the 2017 Facilities Agreement.

"**Change of Control**" means that the beneficial ownership (within the meaning of Rule 13d-3 promulgated by the SEC under the Securities Exchange Act of 1934, as amended) of 20 per cent. or more in voting power of the outstanding voting stock of the Borrower is acquired by any person.

"**Charged Property**" means all of the assets of the Security Providers which from time to time are, or are expressed to be, the subject of the Transaction Security.

"**Commitment**" means a Facility A Commitment, Facility B Commitment, Facility C Commitment, Facility D1 Commitment, Facility D2 Commitment, Facility E Commitment, Facility F Commitment, Facility G Commitment, Facility H Commitment or a commitment under any new facility established pursuant to Clause 2.2 (*Accordion*) of the 2017 Facilities Agreement.

"**Compliance Certificate**" means a certificate substantially in the form set out in Schedule 9 (*Form of Compliance Certificate*) of the 2017 Facilities Agreement.

"**Consolidated Coverage Ratio**" means, on any date of determination, the ratio of (a) Operating EBITDA for the one (1) year period ending on such date to (b) Consolidated Interest Expense for the one (1) year period ending on such date.

"**Consolidated Debt**" means, at any date, the sum (without duplication) of (a) the aggregate amount of all Debt of the Borrower and its Subsidiaries at such date, which shall include the amount of any recourse in respect of Inventory Financing permitted under paragraph (b)(iv) of the definition of Permitted Financial Indebtedness or any recourse in respect of Inventory Financing incurred by an Obligor, *plus* (b) to the extent not included in Debt, the aggregate net mark-to-market amount of all derivative financing in the form of equity swaps outstanding at such date (except to the extent such exposure is cash collateralised to the extent permitted under the Finance Documents).

"**Consolidated Funded Debt**" means, for any period, Consolidated Debt plus the aggregate amount of all financial obligations arising under any Leases recognized in the consolidated statement of financial position in accordance with Applicable GAAP of any person less the sum (without duplication) of (a) all obligations of such person to pay the deferred purchase price of property or services, (b) all obligations of such person with respect to product invoices incurred in connection with export financing and (c) all Cash.

"**Consolidated Interest Expense**" means, for any period, the sum of (a) the total gross cash and non cash interest expense of the Borrower and its consolidated Subsidiaries relating to Consolidated Funded Debt of such persons, (b) any amortisation or accretion of debt discount or any interest paid on Consolidated Funded Debt of the Borrower and its Subsidiaries in the form of additional Financial Indebtedness (but excluding any amortisation of deferred financing and debt issuance costs), (c) the net costs under Treasury Transactions in respect of interest rates (but excluding amortisation of fees), (d) any amounts paid in cash on preferred stock, and (e) any interest paid or accrued in respect of Consolidated Funded Debt without a maturity date, regardless of whether considered interest expense under Applicable GAAP of the Borrower.

"**Consolidated Leverage Ratio**" means, on any date of determination, the ratio of (a) Consolidated Funded Debt on such date to (b) Operating EBITDA for the one (1) year period ending on such date, with the resulting ratio then being adjusted by the Adjustment Amount.

"**Contingent Instrument**" means any documentary credit (including all forms of letter of credit) or performance bond advance payment, bank guarantee or similar instrument.

"**Covenant Reset Date**" means the first date falling after the date of the 2017 Facilities Agreement on which both of the following conditions are met:

(a) either:

(i) for the two most recently completed Reference Periods in respect of which Compliance Certificates have been (or are required to have been) delivered under the 2017 Facilities Agreement, the Consolidated Leverage Ratio was 3.75:1 or lower; or

(ii) for the three most recently completed Reference Periods in respect of which Compliance Certificates have been (or are required to have been) delivered under the 2017 Facilities Agreement, the Consolidated Leverage Ratio for the first and third of those Reference Periods was 3.75:1 or lower and in the second Reference Period would have been 3.75:1 or lower but for the proceeds of any Permitted Financial Indebtedness standing to the credit of a Reserve being included in the definition of Debt as described in paragraph (iv) of that definition; and

(b) no Default is continuing.

"**date of the 2017 Facilities Agreement**" means 19 July 2017.

"**Debt**" of any person means, without duplication, (a) all obligations of such person for borrowed money, (b) all obligations of such person evidenced by bonds, debentures, notes or other similar instruments, including the perpetual bonds, (c) the aggregate net mark-to-market of Treasury Transactions (except to the extent such exposure is cash collateralised to the extent permitted under the Finance Documents) of such person but excluding Treasury Transactions relating to the rate or price of energy or any commodity, (d) all obligations of such person to pay the deferred purchase price of property or services, except trade accounts payable arising in the ordinary course of trading, (e) [intentionally omitted], (f) all Debt of others secured by Security on any asset of such person, up to the value of such asset, (g) all obligations of such person with respect to product invoices incurred in connection with export financing, (h) all obligations of such person under repurchase agreements for the stock issued by such person or another person, (i) all obligations of such person in respect of Inventory Financing permitted under paragraph (b)(iv) of the definition of Permitted Financial Indebtedness or any obligations of an Obligor in respect of any similar Inventory Financing; and (j) all guarantees of such person in respect of any of the foregoing;

provided, however, that

(i) for the purposes of calculating the Consolidated Funded Debt element of the Consolidated Leverage Ratio, Relevant Convertible/Exchangeable Obligations (and any other outstanding hybrid bonds or convertible securities) shall be excluded from each of the foregoing paragraphs (a) to (j) inclusive (*provided* that, in the case of outstanding Financial Indebtedness under any Subordinated Optional Convertible Securities (1) only the principal amount thereof shall be excluded and (2) such exclusion shall apply only for so long as such amounts remain subordinated in accordance with the terms of that definition);

(ii) for the avoidance of doubt, a Permitted Securitisation shall not be deemed to be Debt except that any recourse required as a result of the Relevant Legislation and which is not recourse over the collection of receivables and would, but for this provision, be treated as Debt will, to the extent of the required recourse under the Relevant Legislation, be counted as Debt;

(iii) for the avoidance of doubt, all performance bonds, guarantees, bonding, documentary or stand-by letters of credit, banker's acceptances or similar credit transactions, including reimbursement obligations in respect thereof are not Debt until they are required to be funded;

(iv) the proceeds of any Permitted Financial Indebtedness shall, for the period of twelve Months from the date that such proceeds are credited to a Reserve in accordance with Clause 21.5 (*Reserve*) of the 2017 Facilities Agreement and for so long as such proceeds stand to the credit of such Reserve during that period, be deducted from the aggregate calculation of Debt resulting from this definition (without double counting where such proceeds are treated as Cash), except where the calculation of Debt is for the purposes of calculating the Consolidated Leverage Ratio to establish if:

(1) the conditions for the Covenant Reset Date have been satisfied; or

(2) the conditions set out in Clause 24.1 (*Release of Mexican Security Trust Agreement*) of the 2017 Facilities Agreement have been satisfied or Clause 24.2 (*Release of Transaction Security—other jurisdictions*) of the 2017 Facilities Agreement have been satisfied,

and, for the avoidance of doubt, for the purposes set out in paragraphs (1) and (2) above, the Borrower shall prepare the computations without the deduction specified in this paragraph (iv) and not be required to include it in that computation; and

(v) Leases shall not be treated as Debt.

"**Default**" means an Event of Default or any event or circumstance specified in Clause 25 (*Events of Default*) of the 2017 Facilities Agreement which would (with the expiry of a grace period, the giving of notice, the making of any determination under the Finance Documents or any combination of any of the foregoing) be an Event of Default.

"**Delegate**" means any delegate, agent, attorney-in-fact, representative or co-trustee appointed by the Security Agent.

"**Discontinued Operating EBITDA**" means, for any period, the sum for Discontinued Operations of (a) operating earnings before other (expenses) income, net, and (b) the depreciation and amortisation expense, in each case determined in accordance with Applicable GAAP of the Borrower consistently applied for such period.

"**Discontinued Operations**" means operations that are accounted for as discontinued operations pursuant to Applicable GAAP of the Borrower for which the Disposal of such assets has not yet occurred.

"**Disposal**" means a sale, lease, licence, transfer, loan or other disposal by a person of any asset (including shares in any Subsidiary or other company), undertaking or business (whether by a voluntary or involuntary single transaction or series of transactions).

"**Disposal Proceeds**" means the cash proceeds received by any member of the Group (including any amount received from a person who is not a member of the Group in repayment of intercompany debt for any Disposal.

"**Ending Exchange Rate**" means the exchange rate at the end of a Reference Period for converting USD into Mexican pesos as used by the Borrower and its auditors in preparation of the Borrower's financial statements in accordance with Applicable GAAP of the Borrower.

"**Event of Default**" means any event or circumstance specified as such in Clause 25 (*Events of Default*) of the 2017 Facilities Agreement.

"**Executive Compensation Plan**" means any stock option plan, restricted stock plan or retirement plan which the Borrower or any of its Subsidiaries, any other Obligor or, as the case may be, Caliza, Centurion or Trinidad Cement, or any of its Subsidiaries, as the case may be, customarily provides to its employees, consultants and directors.

"**Existing Financial Indebtedness**" means the Financial Indebtedness as at the date of the 2017 Facilities Agreement of members of the Group which are not Obligors and is described in Schedule 10 (*Existing Financial Indebtedness*) of the 2017 Facilities Agreement provided that any amount of such indebtedness may be refinanced or replaced from time to time but the aggregate principal amount of such Financial Indebtedness may not increase above the principal amount outstanding as at the date of the 2017 Facilities Agreement (except as otherwise permitted or not restricted by the 2017 Facilities Agreement or by the amount of any capitalised interest under any facility or instrument that provided for capitalisation of interest on those terms as at the date of the 2017 Facilities Agreement).

"**Existing Subordinated Convertible Notes**" means the 2020 Subordinated Convertible Notes and the subordinated convertible securities described at paragraph (b)(i) of the definition of Subordinated Optional Convertible Securities.

"**Facility**" means Facility A, Facility B, Facility C, Facility D1, Facility D2, Facility E, Facility F, Facility G, Facility H or any other facility established in accordance with and pursuant to Clause 2.2 (*Accordion*) of the 2017 Facilities Agreement.

"**Facility A**" means the term loan facility made available under the 2017 Facilities Agreement as described in paragraph (a) of Clause 2.1 (*The Facilities*) of the 2017 Facilities Agreement.

"**Facility A Commitment**" means:

(a) in relation to an Original Lender, as of the date of the 2017 Facilities Agreement, the amount in the Base Currency set opposite its name under the heading "Facility A Commitment" in Part II of Schedule 1 (*The Original Parties*) of the 2017 Facilities Agreement and, on and following the 2019 Amendment Effective Date, the amount in the Base Currency set opposite its name under the heading "Facility A Commitment" in Part III of Schedule 1 (*The Original Parties*) of the 2017 Facilities Agreement, and the amount of any other Facility A Commitment transferred to it under the 2017 Facilities Agreement or assumed by it in accordance with Clause 2.2 (*Accordion*) of the 2017 Facilities Agreement; and

(b) in relation to any other Lender, the amount in the Base Currency of any Facility A Commitment transferred to it under the 2017 Facilities Agreement or assumed by it in accordance with Clause 2.2 (*Accordion*) of the 2017 Facilities Agreement,

to the extent not cancelled, reduced or transferred by it under the 2017 Facilities Agreement.

"**Facility A Loan**" means a loan made or to be made under Facility A or the principal amount outstanding for the time being of that loan.

"**Facility B**" means the term loan facility made available under the 2017 Facilities Agreement as described in paragraph (b) of Clause 2.1 (*The Facilities*) of the 2017 Facilities Agreement.

"**Facility B Commitment**" means:

(a) in relation to an Original Lender, as of the date of the 2017 Facilities Agreement, the amount in euro set opposite its name under the heading "Facility B Commitment" in Part II of Schedule 1 (*The Original Parties*) of the 2017 Facilities Agreement and, on and following the 2019 Amendment Effective Date, the amount in euro set opposite its name under the heading "Facility B Commitment" in Part III of Schedule 1 (*The Original Parties*) of the 2017 Facilities Agreement, and the amount of any other Facility B Commitment transferred to it under the 2017 Facilities Agreement or assumed by it in accordance with Clause 2.2 (*Accordion*) of the 2017 Facilities Agreement; and

(b) in relation to any other Lender, the amount in euro of any Facility B Commitment transferred to it under the 2017 Facilities Agreement or assumed by it in accordance with Clause 2.2 (*Accordion*) of the 2017 Facilities Agreement,

to the extent not cancelled, reduced or transferred by it under the 2017 Facilities Agreement.

"**Facility B Loan**" means a loan made or to be made under Facility B or the principal amount outstanding for the time being of that loan.

"**Facility C**" means the term loan facility made available under the 2017 Facilities Agreement as described in paragraph (c) of Clause 2.1 (*The Facilities*) of the 2017 Facilities Agreement.

"**Facility C Commitment**" means:

(a) in relation to an Original Lender, as of the date of the 2017 Facilities Agreement, the amount in sterling set opposite its name under the heading "Facility C Commitment" in Part II of Schedule 1 (*The Original Parties*) of the 2017 Facilities Agreement and, on and following the 2019 Amendment Effective Date, the amount in sterling set opposite its name under the heading "Facility C Commitment" in Part III of Schedule 1 (*The Original Parties*), and the amount of any other Facility C Commitment transferred to it under the 2017 Facilities Agreement or assumed by it in accordance with Clause 2.2 (*Accordion*) of the 2017 Facilities Agreement; and

(b) in relation to any other Lender, the amount in sterling of any Facility C Commitment transferred to it under the 2017 Facilities Agreement or assumed by it in accordance with Clause 2.2 (*Accordion*) of the 2017 Facilities Agreement,

to the extent not cancelled, reduced or transferred by it under the 2017 Facilities Agreement.

"**Facility C Loan**" means a loan made or to be made under Facility C or the principal amount outstanding for the time being of that loan.

"**Facility D1**" means the term loan facility made available under the 2017 Facilities Agreement as described in paragraph (d) of Clause 2.1 (*The Facilities*) of the 2017 Facilities Agreement.

"**Facility D1 Commitment**" means:

(a) in relation to an Original Lender, as of the date of the 2017 Facilities Agreement, the amount in the Base Currency set opposite its name under the heading "Facility D1 Commitment" in Part II of Schedule 1 (*The Original Parties*) of the 2017 Facilities Agreement and, on and following the 2019 Amendment Effective Date, the amount in the Base Currency set opposite its name under the heading "Facility D1 Commitment" in Part III of Schedule 1 (*The Original Parties*) of the 2017 Facilities Agreement, and the amount of any other Facility D1 Commitment transferred to it under the 2017 Facilities Agreement or assumed by it in accordance with Clause 2.2 (*Accordion*) of the 2017 Facilities Agreement; and

(b) in relation to any other Lender, the amount in the Base Currency of any Facility D1 Commitment transferred to it under the 2017 Facilities Agreement or assumed by it in accordance with Clause 2.2 (*Accordion*) of the 2017 Facilities Agreement,

to the extent not cancelled, reduced or transferred by it under the 2017 Facilities Agreement.

"**Facility D1 Loan**" means a loan made or to be made under Facility D1 or the principal amount outstanding for the time being of that loan.

"**Facility D2**" means the term loan facility made available under the 2017 Facilities Agreement as described in paragraph (e) of Clause 2.1 (*The Facilities*) of the 2017 Facilities Agreement.

"**Facility D2 Commitment**" means:

(a) in relation to an Original Lender, the amount in the Base Currency set opposite its name under the heading "Facility D2 Commitment" in Part II of Schedule 1 (*The Original Parties*) of the 2017 Facilities Agreement and the amount of any other Facility D2 Commitment transferred to it under the 2017 Facilities Agreement or assumed by it in accordance with Clause 2.2 (*Accordion*) of the 2017 Facilities Agreement; and

(b) in relation to any other Lender, the amount in the Base Currency of any Facility D2 Commitment transferred to it under the 2017 Facilities Agreement or assumed by it in accordance with Clause 2.2 (*Accordion*) of the 2017 Facilities Agreement,

to the extent not cancelled, reduced or transferred by it under the 2017 Facilities Agreement.

"**Facility D2 Loan**" means a loan made or to be made under Facility D2 or the principal amount outstanding for the time being of that loan.

"**Facility E**" means the loan facility made available under the 2017 Facilities Agreement as described in paragraph (f) of Clause 2.1 (*The Facilities*) of the 2017 Facilities Agreement.

"**Facility E Commitment**" means:

(a) in relation to an Original Lender, the amount in the Base Currency set opposite its name under the heading "Facility E Commitment" in Part III of Schedule 1 (*The Original Parties*) of the 2017 Facilities Agreement, and the amount of any other Facility E Commitment transferred to it under the 2017 Facilities Agreement or assumed by it in accordance with Clause 2.2 (*Accordion*) of the 2017 Facilities Agreement; and

(b) in relation to any other Lender, the amount in the Base Currency of any Facility E Commitment transferred to it under the 2017 Facilities Agreement or assumed by it in accordance with Clause 2.2 (*Accordion*) of the 2017 Facilities Agreement,

to the extent not cancelled, reduced or transferred by it under the 2017 Facilities Agreement.

"**Facility E Loan**" means a loan made or to be made under Facility E or the principal amount outstanding for the time being of that loan.

"**Facility F**" means the loan facility made available under the 2017 Facilities Agreement as described in paragraph (g) of Clause 2.1 (*The Facilities*).

"**Facility F Commitment**" means:

(a) in relation to an Original Lender, the amount in euro set opposite its name under the heading "Facility F Commitment" in Part III of Schedule 1 (*The Original Parties*) of the 2017 Facilities Agreement, and the amount of any other Facility F Commitment transferred to it under the 2017 Facilities Agreement or assumed by it in accordance with Clause 2.2 (*Accordion*) of the 2017 Facilities Agreement; and

(b) in relation to any other Lender, the amount in euro of any Facility F Commitment transferred to it under the 2017 Facilities Agreement or assumed by it in accordance with Clause 2.2 (*Accordion*) of the 2017 Facilities Agreement,

to the extent not cancelled, reduced or transferred by it under the 2017 Facilities Agreement.

"**Facility F Loan**" means a loan made or to be made under Facility F or the principal amount outstanding for the time being of that loan.

"**Facility G**" means the loan facility made available under the 2017 Facilities Agreement as described in paragraph (h) of Clause 2.1 (*The Facilities*).

"**Facility G Commitment**" means:

(a) in relation to an Original Lender, the amount in sterling set opposite its name under the heading "Facility G Commitment" in Part III of Schedule 1 (*The Original Parties*) of the 2017 Facilities Agreement, and the amount of any other Facility G Commitment transferred to it under the 2017 Facilities Agreement or assumed by it in accordance with Clause 2.2 (*Accordion*) of the 2017 Facilities Agreement; and

(b) in relation to any other Lender, the amount in sterling of any Facility G Commitment transferred to it under the 2017 Facilities Agreement or assumed by it in accordance with Clause 2.2 (*Accordion*) of the 2017 Facilities Agreement,

to the extent not cancelled, reduced or transferred by it under the 2017 Facilities Agreement.

"**Facility G Loan**" means a loan made or to be made under Facility G or the principal amount outstanding for the time being of that loan.

"**Facility H**" means the loan facility made available under the 2017 Facilities Agreement as described in paragraph (i) of Clause 2.1 (*The Facilities*).

"**Facility H Commitment**" means:

(a) in relation to an Original Lender, the amount in the Base Currency set opposite its name under the heading "Facility H Commitment" in Part III of Schedule 1 (*The Original Parties*) of the 2017 Facilities Agreement, and the amount of any other Facility H Commitment transferred to it under the 2017 Facilities Agreement or assumed by it in accordance with Clause 2.2 (*Accordion*) of the 2017 Facilities Agreement; and

(b) in relation to any other Lender, the amount in the Base Currency of any Facility H Commitment transferred to it under the 2017 Facilities Agreement or assumed by it in accordance with Clause 2.2 (*Accordion*) of the 2017 Facilities Agreement,

to the extent not cancelled, reduced or transferred by it under the 2017 Facilities Agreement.

"**Facility H Loan**" means a loan made or to be made under Facility H or the principal amount outstanding for the time being of that loan.

"**Fee Letter**" means any letter or letters dated on or before the date of the 2017 Facilities Agreement between the Arranger (or any of them) and the Borrower, the Agent and the Borrower or the Security Agent and the Borrower, the Lenders (or any of them) and the Borrower setting out any of the fees payable by the Borrower to those Finance Parties in connection with the 2017 Facilities Agreement, and any fee letter between an Accordion Lender and the Borrower entered into in accordance with paragraph (f) of Clause 2.2 (*Accordion*) of the 2017 Facilities Agreement.

"**Finance Document**" means the 2017 Facilities Agreement, any Accession Letter, any Accordion Confirmation, any Compliance Certificate, any Reserve Certificate, any Fee Letter, the Intercreditor Agreement, any Promissory Note, any Resignation Letter, any Selection Notice, any Transaction Security Document, any Utilisation Request and any other document designated as a "Finance Document" by the Agent and the Borrower.

"**Finance Party**" means the Agent, the Arranger, the Security Agent or a Lender.

"**Financial Indebtedness**" means any indebtedness for or in respect of:

(a) monies borrowed and debit balances at banks or other financial institutions;

(b) any acceptance under any acceptance credit or bill discounting facility (or dematerialised equivalent);

(c) any amount raised pursuant to a note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument (including, without limitation, any perpetual bonds);

(d) [intentionally omitted];

(e) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis and meet any requirement for de-recognition under Applicable GAAP of the Borrower);

(f) any Treasury Transaction (and, when calculating the value of that Treasury Transaction, only the negative mark-to-market value (or, if any actual amount is due from any member of the Group as a result of the termination or close-out of that Treasury Transaction, that amount) shall be taken into account);

(g) any counter-indemnity obligation in respect of a guarantee, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution;

(h) any amount raised by the issue of redeemable shares which are redeemable (other than at the option of the issuer) before the last Termination Date or are otherwise classified as borrowings under Applicable GAAP of the Borrower;

(i) any amount of any liability under an advance or deferred purchase agreement if (i) one of the primary reasons behind entering into the agreement is to raise finance or to finance the acquisition or construction of the asset or service in question or (ii) the agreement is in respect of the supply of assets or services and payment is due more than 60 days after the date of supply;

(j) any arrangement pursuant to which an asset sold or otherwise disposed of by that person may be re-acquired by a member of the Group (whether following the exercise of an option or otherwise) and any Inventory Financing;

(k) any amount raised under any other transaction (including any forward sale or purchase, sale and sale back or sale and leaseback agreement) having the commercial effect of a borrowing or otherwise classified as borrowings under Applicable GAAP of the Borrower; and

(l) the amount of any liability in respect of any guarantee for any of the items referred to in paragraphs (a) to (k) above,

provided that Leases shall not be treated as Financial Indebtedness.

"**Financial Quarter**" means the period commencing on the day after one Quarter Date and ending on the next Quarter Date.

"**Financial Year**" means the annual accounting period of the Borrower ending on or about 31 December in each year.

"**Fitch**" means Fitch Ratings Limited or any successor thereto from time to time.

"**Governmental Authority**" means the government of any jurisdiction, or any political subdivision thereof, whether provincial, state or local, and any department, ministry, agency, instrumentality, authority, body, court, central bank or other entity lawfully exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government.

"**Group**" means the Borrower and each of its Subsidiaries for the time being.

"**Guarantors**" means the Original Guarantors and any Additional Guarantor other than any Original Guarantor or Additional Guarantor which has ceased to be a Guarantor pursuant to Clause 28.3 (*Resignation of a Guarantor)* of the 2017 Facilities Agreement and/or sub-paragraph (ii) of paragraph (c) of Clause 38.2 (*Exceptions*) of the 2017 Facilities Agreement and has not subsequently become an Additional Guarantor pursuant to Clause 28.2 (*Additional Guarantors and Additional Security Providers*) of the 2017 Facilities Agreement and "**Guarantor**" means any of them.

"**Holding Company**" means, in relation to a company or corporation, any other company or corporation in respect of which it is a Subsidiary.

"**IFRS**" means International Financial Reporting Standards, as issued by the International Accounting Standards Board.

"**Increase Date**" has the meaning given to that term in Clause 2.2 (*Accordion*) of the 2017 Facilities Agreement.

"**Intercreditor Agreement**" means the Intercreditor Agreement originally dated 17 September 2012 (and as amended and restated pursuant to a deed of amendment dated the date of the 2017 Facilities Agreement) and made between, among others, the Borrower, Wilmington Trust (London) Limited as Security Agent, Citibank International plc as agent, as amended, restated, varied, supplemented and/or extended from time to time.

"**Inventory Financing**" means a financing arrangement pursuant to which a member of the Group sells inventory to a bank or other institution (or a special purpose vehicle or partnership incorporated or established by or on behalf of such bank or other institution or an Affiliate of such bank or other institution) and has an obligation to repurchase such inventory to the extent that it is not sold to a third party within a specified period.

"**Joint Venture**" means any joint venture entity, whether a company, unincorporated firm, undertaking, association, joint venture or partnership or any other entity.

"**Lease**" means, as to any person, the obligations of such person under a contract, or part of a contract, that conveys the right to use an asset (the underlying asset) for a period of time in exchange for consideration. For the purposes of the 2017 Facilities Agreement, the amount of such obligations at any time shall be the lease-related liability amount thereof at such time recognised in the consolidated statement of financial position in accordance with Applicable GAAP of that person. For the avoidance of doubt, for purposes of this definition and its application to the Borrower, short-term and low-value leases as defined by the Borrower's policy under Applicable GAAP are excluded.

"**Lender**" means:

(a) any Original Lender; and

(b) any bank, financial institution, trust, fund or other entity which has become a Party in accordance with Clause 2.2 (*Accordion*) or Clause 26 (*Changes to the Lenders*) of the 2017 Facilities Agreement,

which in each case has not ceased to be a Party in that capacity in accordance with the terms of the 2017 Facilities Agreement.

"**Loan**" means a Facility A Loan, Facility B Loan, Facility C Loan, Facility D1 Loan, Facility D2 Loan, Facility E Loan, Facility F Loan, Facility G Loan, Facility H Loan or any other Loan under any Facility established pursuant to Clause 2.2 (*Accordion*) of the 2017 Facilities Agreement.

"**Majority Lenders**" means a Lender or Lenders whose Commitments aggregate 66 $^{2}/_{3}$% or more of the Total Commitments (or, if the Total Commitments have been reduced to zero, aggregated 66 $^{2}/_{3}$% or more of the Total Commitments immediately prior to the reduction).

"**Material Acquisition**" means any (a) acquisition of property or series of related acquisitions of property that constitutes assets comprising all or substantially all of an operating unit, division or line of business or (b) acquisition of or other investment in the Capital Stock of any Subsidiary or any person which becomes a Subsidiary or is merged or consolidated with the Borrower or any of its Subsidiaries, in each case, which involves the payment of consideration by the Borrower and its Subsidiaries in excess of $100,000,000 (or the equivalent in other currencies).

"**Material Disposal**" means any Disposal of property or series of related Disposals of property that yields gross proceeds to the Borrower or any of its Subsidiaries in excess of $100,000,000 (or the equivalent in other currencies).

"**Material Subsidiary**" means, from the date of this 2017 Facilities Agreement up to (and excluding) the date on which the first Compliance Certificate to be delivered under Clause 20.2 (*Compliance Certificate*) of the 2017 Facilities Agreement is delivered in accordance with that Clause, those companies set out in Schedule 13 (*Material Subsidiaries*) of the 2017 Facilities Agreement and, thereafter, means any Subsidiary of the Borrower which:

(a) has total gross assets representing 5 per cent. or more of the total consolidated assets of the Group;

(b) has revenues representing 5 per cent. or more of the consolidated turnover of the Group; and/or

(c) has earnings before interest, tax, depreciation and amortisation calculated on the same basis as Operating EBITDA, representing 5 per cent. or more of the consolidated Operating EBITDA of the Group,

in each case calculated on a consolidated basis (without duplication) and any Holding Company of any such Subsidiary or of an Obligor.

Compliance with the conditions set out in paragraphs (a) to (c) shall be determined by reference to the most recent Compliance Certificate supplied by the Borrower and/or the latest audited financial statements of that Subsidiary (if available) and the latest audited consolidated financial statements of the Group, but if a Subsidiary has been acquired since the date as at which the latest audited consolidated financial statements of the Group were prepared, the financial statements shall be adjusted to take into account the acquisition of that Subsidiary (that adjustment being certified by the Group's auditors as representing an accurate reflection of each of the respective revised total assets and turnover of the Group).

A report by the auditors of the Borrower (or, as the case may be, any other internationally recognised accounting firm that is approved by the Agent) that a Subsidiary is a Material Subsidiary shall, in the absence of manifest error, be conclusive and binding on all Parties.

"**Mexican Pesos**," "**Mex$**," "**MXN**" and "**Pesos**" means the lawful currency of Mexico.

"**Mexican Security Trust Agreement**" means the Mexican security trust agreement dated 17 September 2012, as amended and/or restated from time to time, entered into, among others, by the Borrower, Empresas Tolteca, CEMEX Central, S.A. de C.V., Interamerican Investments Inc., CEMEX Operaciones México, S.A. de C.V and CEMEX México, which secures the obligations of the Obligors arising from the Finance Documents.

"**Mexico**" means the United Mexican States.

"**Month**" means a period starting on one day in a calendar month and ending on the numerically corresponding day in the next calendar month, except that:

(a) if the numerically corresponding day is not a Business Day, that period shall end on the next Business Day in that calendar month in which that period is to end if there is one or, if there is not, on the immediately preceding Business Day; and

(b) if there is no numerically corresponding day in the calendar month in which that period is to end, that period shall end on the last Business Day in that calendar month.

The above rules will only apply to the last Month of any period. "**Monthly**" shall be construed accordingly.

"**Moody's**" means Moody's Investors Services Limited or any successor to its ratings business.

"**NAFTA**" means the North American Free Trade Agreement.

"**Obligors**" means the Borrower, the Guarantors and the Security Providers and "**Obligor**" means any of them.

"**Operating EBITDA**" means, for any period, the sum for the Borrower and its Subsidiaries, determined on a consolidated basis of (a) operating earnings before other (expenses) income, net, and (b) depreciation and amortisation expense, in each case determined in accordance with Applicable GAAP of the Borrower, subject to the adjustments herein, consistently applied for such period and adjusted for Discontinued Operating EBITDA as follows: if the amount of Discontinued Operating EBITDA is a positive amount, then Operating EBITDA shall increase by such amount, and if the amount of Discontinued Operating EBITDA is a negative amount, then Operating EBITDA shall decrease by the absolute value of such amount. For the purposes of calculating Operating EBITDA for any applicable period pursuant to any determination of the Consolidated Leverage Ratio (but not the Consolidated Coverage Ratio):

(a) if at any time during such applicable period the Borrower or any of its Subsidiaries shall have made:

(i) any Material Disposal, the Operating EBITDA for such applicable period shall be reduced by an amount equal to the Operating EBITDA (if positive) attributable to the property that is the subject of such Material Disposal for such applicable period (but when the Material Disposal is by way of lease, income received by the Borrower or any of its Subsidiaries under such lease shall be included in Operating EBITDA); and

(ii) any Material Acquisition, Operating EBITDA for such applicable period shall be calculated after giving *pro forma* effect thereto as if such Material Acquisition had occurred on the first day of such applicable period,

and if since the beginning of such applicable period any person that subsequently shall have become a Subsidiary or was merged or consolidated with the Borrower or any of its Subsidiaries as a result of a Material Acquisition occurring during such applicable period shall have made any Material Disposal or Material Acquisition of property that would have required an adjustment pursuant to sub-paragraph (i) or (ii) above if made by the Borrower or any of its Subsidiaries during such applicable period, Operating EBITDA for such period shall be calculated after giving *pro forma* effect thereto as if such Material Disposal or Material Acquisition had occurred on the first day of such applicable period; and

(b) If and to the extent that any amount of Operating EBITDA is not reported in USD for any month in any relevant period, that amount of Operating EBITDA will be recalculated by multiplying each month's Operating EBITDA by the Ending Exchange Rate and dividing the amount obtained thereto by the exchange rate used by the Borrower in preparation of its monthly financial statements in accordance with Applicable GAAP of the Borrower to convert USD into Mexican Pesos.

(c) For the avoidance of doubt, where, in relation to the calculation of Operating EBITDA for the Reference Periods ending 31 March 2019, 30 June 2019 and 30 September 2019 (both in the definition of Consolidated Leverage Ratio and Consolidated Coverage Ratio), the Operating EBITDA (or, to the extent relevant, Discontinued Operating EBITDA) as at 31 December 2018 is to be utilized, such Operating EBITDA (and, to the extent relevant, Discontinued Operating EBITDA) as at 31 December 2018 shall be calculated on the basis of the accounting principles and practices after the adoption of IFRS 16

"**Original Lenders**" means the financial institutions listed on Part II and Part III (*The Original Lenders*) of Schedule I (*The Original Parties*) of the 2017 Facilities Agreement as original lenders.

"**Original Guarantors**" means the Subsidiaries of the Borrower listed in Part I of Schedule 1 (*The Original Parties*) of the 2017 Facilities Agreement as guarantors.

"**Original Security Providers**" means the Subsidiaries of the Borrower listed in Part I of Schedule 1 (*The Original Parties*) of the 2017 Facilities Agreement as security providers together with the Borrower.

"**Participating Member State**" means any member state of the European Union that has the euro as its lawful currency in accordance with legislation of the European Union relating to Economic and Monetary Union.

"**Party**" means a party to the 2017 Facilities Agreement. "**Permitted Acquisition**" means:

(a) an acquisition by a member of the Group of an asset sold, leased, transferred or otherwise disposed of by another member of the Group in circumstances constituting a Permitted Disposal;

(b) an acquisition of shares or securities pursuant to a Permitted Share Issue;

(c) an acquisition of cash or securities which are Cash Equivalent Investments;

(d) the incorporation of a company which on incorporation becomes a member of the Group or which is a special purpose vehicle, whether a member of the Group or not;

(e) an acquisition that constitutes a Permitted Joint Venture;

(f) an acquisition of assets and, if applicable, cash, in exchange for other assets and, if applicable, cash, of equal or higher value;

(g) any acquisition of shares of the Borrower, any acquisition of shares of Caliza, any acquisition of shares of Centurion or any acquisition of shares of Trinidad Cement or any of its Subsidiaries pursuant to (i) an obligation in respect of any Executive Compensation Plan of the Borrower or any of its Subsidiaries or, as the case may be, of Caliza or any of its Subsidiaries, Centurion or any of its Subsidiaries or Trinidad Cement or any of its Subsidiaries as the case may be, or (ii) a Treasury Transaction permitted in accordance with Clause 22.27 (*Treasury Transactions*) of the 2017 Facilities Agreement;

(h) any other acquisition consented to by the Agent acting on the instructions of the Majority Lenders;

(i) an acquisition of shares in the Borrower or any other member of the Group to the extent that a member of the Group has, pursuant to the terms of convertible or exchangeable securities, an obligation to deliver such shares to any holder(s) of convertible or exchangeable securities constituting Permitted Financial Indebtedness;

(j) any acquisition by a member of the Caliza Group of assets or of a company, of shares, securities or a business or undertaking (or, in each case, any interest in any of them) provided that (except where the assets, company, shares, securities, business or undertaking (or, in each case, any interest in any of them) acquired was disposed of by (A) a member of the Caliza Group or (B) a member of the Group which is not a member of the Caliza Group in circumstances constituting a Permitted Disposal under the definition of Permitted Disposal) the aggregate amount of the consideration for such acquisitions does not at any time (when aggregated with all other amounts of Caliza Expansion Capital then incurred) exceed the Caliza Expansion Capital Permitted Limit;

(k) any acquisition constituting a Reconstruction permitted pursuant to Clause 22.8 (*Merger*) of the 2017 Facilities Agreement;

(l) any other acquisition of a company, of shares, securities or a business or undertaking (or, in each case, any interest in any of them) provided that the aggregate amount of the consideration for such acquisitions does not exceed $400,000,000 (or its equivalent in any other currencies) in any Financial Year, and provided further that:

(i) if an asset is acquired by a member of the Group pursuant to this paragraph (l); and

(ii) such asset is the subject of a Disposal by the Group within 12 Months of the date of completion of its acquisition,

the unutilised portion of the amount referred to above in respect of that Financial Year shall be increased by an amount equal to the lower of (A) the amount of the consideration originally paid by the relevant member of the Group which acquired such asset and (B) the amount of the Disposal Proceeds received for such Disposal;

(m) any acquisition by a member of the Centurion Group of assets or of a company, of shares, securities or a business or undertaking (or, in each case, any interest in any of them) provided that (except where the assets, company, shares, securities, business or undertaking (or, in each case, any interest in any of them) acquired was disposed of by (A) a member of the Centurion Group or (B) a member of the Group which is not a member of the Centurion Group in circumstances constituting a Permitted Disposal under the definition of Permitted Disposal) the aggregate amount of the consideration for such acquisitions does not at any time (when aggregated with all other amounts of Centurion Expansion Capital then incurred) exceed the Centurion Expansion Capital Permitted Limit;

(n) the acquisition or repurchase of any shares in a member of the Group which were the subject of any Caliza Offering Option, any Centurion Offering Option or any Trinidad Cement Group Offering Option

(i) where those shares were not taken up in full as part of such option or

(ii) pursuant to a Treasury Transaction entered into in connection with that Caliza Offering Option, Centurion Offering Option or Trinidad Cement Group Offering Option and, for the avoidance of doubt any repurchase under this paragraph (n) shall be a separate and independent right and shall not impact or utilise any other elements permitted under the 2017 Facilities Agreement including, without limitation, paragraph (l) or (p) of this definition, paragraph (c) of Clause 21.2 (Financial condition) of the 2017 Facilities Agreement, the Caliza Expansion Capital Permitted Limit and the Centurion Expansion Capital Permitted Limit;

(o) the acquisition or repurchase by the Borrower, Caliza, Centurion or any member of the Trinidad Cement Group of its own shares provided that, in the case of the acquisition or repurchase by the Borrower, (i) the aggregate nominal value of any shares acquired or repurchased by it in any Financial Year pursuant to this paragraph (o) does not (when aggregated with the amount of all distributions made by it in that Financial Year pursuant to paragraph (a) of the definition of "Permitted Distribution") exceed $200,000,000 (or its equivalent) and (ii) the Borrower may only acquire or repurchase any of its shares pursuant to this paragraph (o) if it has delivered a Compliance Certificate in respect of the most recent Reference Period for which a Compliance Certificate was required to have been delivered under the 2017 Facilities Agreement showing a Consolidated Leverage Ratio in respect of that Reference Period of 4.00:1 or less;

(p) any acquisition if:

(i) the cash consideration for that acquisition (when aggregated with the cash consideration for any other acquisition made pursuant to this paragraph (p)(i) in the four Financial Quarters ending prior to the date of the proposed acquisition) does not exceed the aggregate amount of free cash flow generated by the Group after deduction of total capital expenditure (as reported by the Borrower in its quarterly earnings report filed with the relevant authority) during the same four Financial Quarter period; and/or

(ii) the acquisition is funded from the proceeds of any disposals of assets received by the Group during the 12 months prior to the making of that acquisition and/or Financial Indebtedness which had been repaid using the proceeds of any disposals of assets received by the Group during the 12 months prior to the making of that acquisition and which has been incurred in up to the same amount in order to fund that acquisition; and/or

(iii) the acquisition is funded from the proceeds of any issuance of shares where such proceeds have been received during the 18 months prior to the making of that acquisition and/or Financial Indebtedness which had been repaid using the proceeds of any issuances of shares received by the Group during the 18 months prior to the making of that acquisition and which has been incurred in up to the same amount in order to fund that acquisition; and

(q) any acquisition constituting a Permitted Share Buy-back.

"**Permitted Disposal**" means any Disposal provided that:

(a) except in the case of Disposals as between members of the Group, the Disposal is on arm's length terms;

(b) in the case of Disposals of any asset by a member of the Group (the "**Disposing Company**") to another member of the Group (the "**Acquiring Company**"), if:

(i) the Disposing Company had given Transaction Security over the asset, the Acquiring Company must give equivalent Transaction Security over that asset (and, if the Acquiring Company is not already a Security Provider, it must accede to the 2017 Facilities Agreement as an Additional Security Provider); and

(ii) the Disposing Company is a Guarantor, the Acquiring Company must be a Guarantor guaranteeing at all times an amount no less than that guaranteed by the Disposing Company (subject to any applicable guarantee limitations),

provided that the conditions set out in paragraphs (i) and (ii) above shall only apply (A) to a Disposal of shares if such Disposal would result in the Acquiring Company becoming a Material Subsidiary, or (B) to a Disposal of other assets if all or substantially all of the assets of the Disposing Company are being disposed of; and

(c) a Disposal of any shares in a member of the Group to a person who is not a member of the Group may only be made:

(i) pursuant to an obligation in respect of any Executive Compensation Plan, any Caliza Transaction, any Centurion Transaction or any Trinidad Cement Group Transaction; or

(ii) if all the shares in that entity owned by members of the Group are the subject of the Disposal; or

(iii) where only a part of the shares in that entity (except Obligors) owned by members of the Group are the subject of the Disposal, if the aggregate value of shares so disposed of in any Financial Year is not greater than U.S.$100,000,000 (or its equivalent in any other currencies).

"**Permitted Distribution**" means the declaration, making or payment of a dividend, charge, fee or other distribution (or interest on any unpaid dividend, charge, fee or other distribution):

(a) on or in respect of the share capital of the Borrower or any Subsidiary of the Borrower provided that (i) the aggregate amount of all distributions made by the Borrower in any Financial Year does not (when aggregated with the nominal value of all shares acquired or repurchased by it in any Financial Year pursuant to paragraph (o) of the definition of "Permitted Acquisition") exceed $200,000,000 (or its equivalent) and (ii) the Borrower may only make a distribution on or in respect of its share capital if it has delivered a Compliance Certificate in respect of the Reference Period closest to the date of the declaration of such distribution for which a Compliance Certificate was required to have been delivered under the 2017 Facilities Agreement showing a Consolidated Leverage Ratio in respect of that Reference Period of 4.00:1 or less; or

(b) that is:

(i) a recapitalisation of earnings on or in respect of the share capital of the Borrower (or any class of its share capital) pursuant to which additional share capital of the Borrower or the right to subscribe for additional share capital is issued to the existing shareholders of the Borrower on a pro rata basis;

(ii) by way of the issuance of common equity securities of the Borrower or the right to subscribe for such common equity securities to the existing shareholders of the Borrower on a pro rata basis;

(iii) by way of the issuance of common equity securities of Caliza or the right to subscribe for such common equity securities to the existing shareholders of Caliza on a pro rata basis;

(iv) by way of the issuance of common equity securities of Centurion or the right to subscribe for such common equity securities to the existing shareholders of Centurion on a pro rata basis; or

(v) by way of the issuance of common equity securities of any member of the Trinidad Cement Group or the right to subscribe for such common equity securities to the existing shareholders of any member of the Trinidad Cement Group on a pro rata basis,

provided that, for the avoidance of doubt, no cash or other asset (other than the common equity securities referred to above) of any member of the Group (or any interest in any such cash or asset) is paid or otherwise transferred or assigned to any person that is not a member of the Group in connection with such distribution or interest; or

(c) that is a payment of interest (at a time at which no Default is continuing) on any perpetual debt securities issued by the Borrower or New Sunward Holding Financial Ventures B.V. or otherwise permitted by the 2017 Facilities Agreement; or

(d) to any minority shareholders of any Subsidiary of the Borrower; (i) pro rata to its holding in such Subsidiary and provided that all other shareholders of the relevant Subsidiary receive their equivalent pro rata share in any such dividend, charge, fee, distribution or interest payment at the same time; or (ii) in the case of minority shareholders of Assiut Cement Company on any basis (whether pro rata to its holding in such Subsidiary or otherwise), provided that the maximum aggregate amount distributed under this sub-paragraph (ii) must not exceed $25,000,000 (or its equivalent) from the date of the 2017 Facilities Agreement to the last Termination Date; or

(e) that is pursuant to any obligation or undertaking entered into by (i) Trinidad Cement Limited or any of its Subsidiaries prior to the date of the 2017 Facilities Agreement relating to an agreement with the union of Trinidad Cement Limited or that Subsidiary to provide shares in Trinidad Cement Limited or that Subsidiary to unionised employees of that company or (ii) Trinidad Cement or any of its Subsidiaries at any time after the date of the 2017 Facilities Agreement relating to an agreement with the union of Trinidad Cement or that Subsidiary to provide shares in Trinidad Cement or that Subsidiary to unionised employees of that company, provided that this sub-paragraph (ii) only relates to such obligations or undertakings that are entered into after the date of the 2017 Facilities Agreement that are no greater in scope than the obligations that had been taken on by Trinidad Cement Limited or any of its Subsidiaries in respect of the same subject matter prior to the date of the 2017 Facilities Agreement; or

(f) pursuant to a Permitted Share Buy-back.

"**Permitted Financial Indebtedness**" means:

(a) any Financial Indebtedness whatsoever incurred by an Obligor which Financial Indebtedness may, at the discretion of the Borrower, share in the Transaction Security; and

(b) any Financial Indebtedness incurred by a member of the Group which is not an Obligor:

(i) that is Existing Financial Indebtedness including any such Existing Financial Indebtedness to the extent that it is refinanced or replaced from time to time provided that the aggregate principal amount of such Financial Indebtedness does not increase above the principal amount outstanding as at the date of the 2017 Facilities Agreement (except as otherwise permitted or not restricted by the 2017 Facilities Agreement or by the amount of any capitalised interest under any facility or instrument that provided for capitalisation of interest on those terms as at the date of the 2017 Facilities Agreement);

(ii) that is owed to a member of the Group;

(iii) that constitutes a Permitted Securitisation;

(iv) arising under factoring arrangements, Inventory Financing arrangements or export credit facilities or any similar arrangements for the purchase of equipment (provided that any Security granted in relation to any such facility relates solely to equipment, the purchase of which was financed under such facility) or pursuant to sale and lease-back transactions provided that the maximum aggregate Financial Indebtedness of members of the Group which are not Obligors under such transactions does not exceed $500,000,000 at any time (disregarding, for the purpose of such limit, any amount of Financial Indebtedness of such members of the Group arising under such arrangements permitted under this paragraph (iv) and in place as at the date of the 2017 Facilities Agreement including any amounts under such Financial Indebtedness which has been repaid and reborrowed whether pursuant to the terms of the arrangement constituting such Financial Indebtedness when originally advanced or otherwise);

(v) incurred for the purposes of refinancing Financial Indebtedness of any member of the Group which is not an Obligor;

(vi) that becomes Financial Indebtedness solely as a result of any change in Applicable GAAP after the date of the 2017 Facilities Agreement and that existed prior to the date of such change in Applicable GAAP (or that replaces, and is on substantially the same terms as, such Financial Indebtedness);

(vii) of any person acquired by a member of the Group pursuant to a Permitted Acquisition provided that: (i) such Financial Indebtedness existed prior to the date of the acquisition and was not incurred, increased or extended in contemplation of, or since, the acquisition; and (ii) the aggregate amount of any such Financial Indebtedness of members of the Group which are not Obligors does not exceed $200,000,000 at any time;

(viii) under Treasury Transactions entered into in accordance with Clause 22.27 (*Treasury Transactions*) of the 2017 Facilities Agreement;

(ix) incurred pursuant to or in connection with any cash pooling or other cash management agreements in place with a bank or financial institution, but only to the extent of offsetting credit balances of a member of the Group which is not an Obligor pursuant to such cash pooling or other cash management arrangement;

(x) constituting Financial Indebtedness for taxes levied, assessments due and other governmental charges required to be paid as a matter of law or regulation in the ordinary course of trading;

(xi) that constitutes a Permitted Joint Venture;

(xii) that constitutes a Permitted Working Capital Facility;

(xiii) incurred by a member of the Caliza Group for the purposes of financing Caliza Expansion Capital in the amount of the Caliza Expansion Capital to be incurred (provided that the aggregate of all such Caliza Expansion Capital (other than any such amount that is funded from Relevant Proceeds) may not exceed the Caliza Expansion Capital Permitted Limit at any time);

(xiv) incurred by a member of the Centurion Group for the purposes of financing Centurion Expansion Capital in the amount of the Centurion Expansion Capital to be incurred (provided that the aggregate of all such Centurion Expansion Capital (other than any such amount that is funded from Relevant Proceeds) may not exceed the Centurion Expansion Capital Permitted Limit at any time);

(xv) not permitted by the preceding paragraphs or as a Permitted Transaction and the outstanding principal amount of which (when aggregated with the aggregate principal amount of any Financial Indebtedness of Obligors which is guaranteed by members of the Group which are not Obligors) does not exceed $500,000,000 (or its equivalent) in aggregate; and

(xvi) approved by the Agent acting on the instructions of the Majority Lenders,

provided that for the purposes of sub-paragraph (b) only, such Financial Indebtedness of members of the Group which are not Obligors shall not benefit from the Transaction Security but may be secured to the extent that any such Security or Quasi-Security put in place would constitute Permitted Security.

"**Permitted Fundraising**" means:

(a) any issuance of equity securities by the Borrower paid for in full in cash on issue (and, for the avoidance of doubt, such securities may be issued with an original issue discount) and not redeemable on or prior to the Termination Date and where such issue does not lead to a Change of Control; and

(b) any issuance of equity-linked securities issued by any member of the Group that are linked solely to, and result only in the issuance of, equity securities of the Borrower otherwise entitled to be issued under this definition (and that do not, for the avoidance of doubt, result in the issuance of any equity securities by such member of the Group) and that are paid for in full in cash on issue (and, for the avoidance of doubt, such securities may be issued with an original issue discount) and where such issue does not lead to a Change of Control (provided that such securities do not provide for the payment of interest in cash and are not redeemable on or prior to the Termination Date).

"**Permitted Fundraising Proceeds**" means the cash proceeds received by any member of the Group from a Permitted Fundraising.

"**Permitted Guarantee**" means:

(a) any guarantee or similar provided by an Obligor; and

(b) in relation to any member of the Group which is not an Obligor:

(i) any guarantee existing on the date of the 2017 Facilities Agreement;

(ii) the endorsement of negotiable instruments in the ordinary course of trade but excluding an *aval*;

(iii) any performance guarantee or Contingent Instrument guaranteeing performance by a member of the Group under any contract entered into in the ordinary course of trade;

(iv) any guarantee of a Joint Venture to the extent permitted by Clause 22.20 (*Joint ventures*) of the 2017 Facilities Agreement;

(v) any guarantee (including an *aval*) of Financial Indebtedness falling within the definition of Permitted Financial Indebtedness;

(vi) any guarantee given in respect of the netting or set-off arrangements permitted pursuant to paragraph (B) of the definition of Permitted Security;

(vii) any indemnity given in the ordinary course of business by any member of the Group which is not an Obligor in connection with its commercial or corporate activities, including but not limited to any Permitted Disposal, Permitted Acquisition, or any indemnity given to professional advisers on customary terms as part of the terms of their engagement;

(viii) any guarantee given by a member of the Group which is not an Obligor in respect of the obligations of another member of the Group which is not an Obligor;

(ix) any guarantee consented to by the Agent acting on behalf of the Majority Lenders;

(x) any guarantee given by a member of the Group in respect of obligations of a member of the Caliza Group or of the Centurion Group under Financial Indebtedness permitted to be incurred under paragraph (b)(xiii) or (b)(xiv), as applicable of the definition of Permitted Financial Indebtedness; and

(xi) any other guarantee that does not fall within paragraphs (i) to (x) above given by a member of the Group which is not an Obligor provided that at any time the aggregate principal amount guaranteed by all such guarantees does not exceed $500,000,000 (or its equivalent) (and provided further that (i) any performance bonds, banker's acceptances or guarantee, bonding, documentary or stand-by letter of credit facilities shall only be counted towards such limit to the extent that such performance bond, banker's acceptance, guarantee, bonding, documentary or stand-by letter of credit facility constitutes Debt and (ii) where such guarantee is to be given by a member of the Group that is not an Obligor in relation to Financial Indebtedness of an Obligor, such guarantee shall be considered as Financial Indebtedness for the purposes of paragraph (b)(xv) of the definition of Permitted Financial Indebtedness).

"**Permitted Joint Venture**" means any investment in any Joint Venture (by way of a subscription for shares in, loan to, guarantee in respect of the liabilities of or transfer of assets to that Joint Venture) where:

(a) such investment exists or a member of the Group is contractually committed to such investment at the date of the 2017 Facilities Agreement; or

(b) such investment is otherwise permitted under, or not restricted by, the 2017 Facilities Agreement (other than pursuant to paragraph (e) of the definition of "Permitted Acquisition," paragraph (b)(xi) of the definition of "Permitted Financial Indebtedness," paragraph (b)(iv) of the definition of "Permitted Guarantee," paragraph (c) of the definition of "Permitted Loan" or paragraph (i) of the definition of "Permitted Share Issue").

"**Permitted Loan**" means:

(a) any trade credit extended by any member of the Group to its customers on normal commercial terms and in the ordinary course of its trading activities;

(b) Financial Indebtedness which is referred to in the definition of, or otherwise constitutes, Permitted Financial Indebtedness (except under paragraph (b)(iii) of that definition);

(c) a loan made to a Joint Venture to the extent permitted under Clause 22.20 (Joint ventures) of the 2017 Facilities Agreement;

(d) a loan made by a member of the Group to another member of the Group;

(e) deferred consideration in relation to Disposals falling within the definition of Permitted Disposal;

(f) a loan made by a member of the Group to an employee or director of any member of the Group if the amount of that loan when aggregated with the amount of all loans to employees and directors by members of the Group does not exceed $15,000,000 (or its equivalent) at any time;

(g) any loan consented to by the Agent acting on the instructions of the Majority Lenders;

(h) a loan arising as a result of an advance payment of Capital Expenditure made in the ordinary course of trading where such Capital Expenditure is permitted under the 2017 Facilities Agreement;

(i) any credit extended by way of receipt by a member of the Group of promissory notes in exchange for supplying materials or services for use in Mexican public works projects as long as the aggregate principal amount of the Financial Indebtedness under such loan(s) does not exceed $100,000,000 (or its equivalent) at any time; and

(j) any other loan(s) as long as the aggregate principal amount of the Financial Indebtedness under any such loan(s) does not exceed $250,000,000 (or its equivalent) at any time.

"**Permitted Put/Call Proceeds**" means any cash or other assets arising out of or in connection with any Permitted Put/Call Transaction, including, but not limited to, any settlement, disposal, transfer, assignment, close-out or other termination of such Permitted Put/Call Transaction.

"**Permitted Put/Call Transaction**" means any call option, call spread, capped call transaction, put option, put spread, capped put transaction or any combination of the foregoing and/or any other Treasury Transaction or transactions having a similar effect to any of the foregoing, in each case entered into, sold or purchased not for speculative purposes but for the purposes of managing specific risks or exposures associated with any issuance of Relevant Convertible/Exchangeable Obligations.

"**Permitted Reorganisation**" means, any intra-Group reorganisation (including any Reconstruction) provided that upon completion of each step in the Permitted Reorganisation the requirements of Clause 22.28 (*Transaction Security*) of the 2017 Facilities Agreement are satisfied, where relevant.

"**Permitted Securitisation**" means a transaction or series of related transactions providing for the securitisation of receivables and related assets by the Borrower or its Subsidiaries, including a sale at a discount, provided that (i) such receivables have been transferred, directly or indirectly, by the originator thereof to a person that is not a member of the Group in a manner that satisfies the requirements for an absolute conveyance (or, where the originator is organised in Mexico, a true sale), and not merely a pledge, under the laws and regulations of the jurisdiction in which such originator is organised; and (ii) except for customary representations, warranties, covenants and indemnities, such sale, transfer or other securitisation is carried out on a non-recourse basis or on a basis where recovery is limited solely to the collection of the relevant receivables (other than where such recourse or recovery is required pursuant to Article 122a of the Capital Requirements Directive of the European Parliament and of the Council of the European Union (as introduced by Directive 2009/111/EC of 16 September 2009, amending Directives 2006/48/EC, 2006/49/EC and 2007/64/EC) (as further amended or replaced from time to time, including, without limitation, by virtue of Articles 404 to 410 of Regulation (EU) No 575/2013 of the European Parliament and of the Council of 26 June 2013 on prudential requirements for credit institutions and investment firms) and any relevant implementing legislation or pursuant to any analogous laws or regulations in any jurisdiction (the "**Relevant Legislation**")).

"**Permitted Security**" means the following Security and Quasi-Security:

(A) Security for taxes, assessments and other governmental charges the payment of which is being contested in good faith by appropriate proceedings promptly initiated and diligently conducted and for which such reserves or other appropriate provision, if any, as shall be required by Applicable GAAP of the Borrower shall have been made;

(B) Security granted pursuant to or in connection with any netting or set-off arrangements entered into in the ordinary course of trading (including, for the avoidance of doubt, any cash pooling or cash management arrangements in place with a bank or financial institution falling within paragraph (b)(ix) of the definition of Permitted Financial Indebtedness or any similar Financial Indebtedness incurred by an Obligor);

(C) statutory liens of landlords and liens of carriers, warehousemen, mechanics and materialmen incurred in the ordinary course of business for sums not yet due or the payment of which is being contested in good faith by appropriate proceedings promptly initiated and diligently conducted and for which such reserves or other appropriate provision, if any, as shall be required by Applicable GAAP of the Borrower shall have been made;

(D) liens incurred or deposits made in the ordinary course of business in connection with (1) workers' compensation, unemployment insurance and other types of social security, or (2) other insurance maintained by the Group in accordance with Clause 22.10 (*Insurance*) of the 2017 Facilities Agreement;

(E) any attachment or judgment lien, unless the judgment it secures shall not, within 60 days after the entry thereof, have been discharged or execution thereof stayed pending appeal, or shall not have been discharged within 60 days after the expiration of any such stay;

(F) Security and Quasi-Security existing as at 30 June 2017 as described in Schedule 11 (*Existing Security and Quasi-Security*) of the 2017 Facilities Agreement and any equivalent Security and Quasi-Security in relation to any Financial Indebtedness that is refinancing or replacing any Financial Indebtedness over which Security or Quasi-Security is in place described in Schedule 11 (*Existing Security and Quasi-Security*) of the 2017 Facilities Agreement provided that the principal amount secured thereby is not increased (save that principal amounts secured by Security or Quasi-Security in respect of:

(1) Treasury Transactions where there are fluctuations in the mark-to-market exposures of those Treasury Transactions; and

(2) Financial Indebtedness where principal may increase by virtue of capitalisation of interest, may be increased by the amount of such fluctuations or capitalisations, as the case may be);

(G) any Security or Quasi-Security permitted by the Agent, acting on the instructions of the Majority Lenders;

(H) any Security created or deemed created pursuant to a Permitted Securitisation;

(I) any Security or Quasi-Security granted in connection with any Treasury Transaction, excluding any Treasury Transaction described in Schedule 11 (*Existing Security and Quasi-Security*) of the 2017 Facilities Agreement, that constitutes Permitted Financial Indebtedness provided that the aggregate value of the assets that are the subject of such Security or Quasi-Security does not exceed $200,000,000 (or its equivalent in other currencies) at any time;

(J) Security or Quasi-Security granted or arising over receivables, inventory, plant or equipment that fall within paragraph (b) (iv) of the definition of Permitted Financial Indebtedness or any similar Financial Indebtedness incurred by an Obligor;

(K) the Transaction Security including, for the avoidance of doubt, any sharing in the Transaction Security referred to in paragraph (a) of the definition of Permitted Financial Indebtedness;

(L) any Security or Quasi-Security over bank accounts arising under clause 24 or clause 25 of the general terms and conditions (*algemene bankvoorwaarden*) of any member of the Dutch Bankers' Association (*Nederlandse Vereniging van Banken*);

(M) any Security or Quasi-Security that is created or deemed created on shares of the Borrower or, as the case may be, Caliza, Centurion or, as applicable, any member of the Trinidad Cement Group, pursuant to an obligation in respect of an Executive Compensation Plan by virtue of such shares being held on trust for the holders of the convertible securities pending exercise of any conversion option, where such Quasi-Security is customary for such transaction;

(N)

(1) any Security or Quasi-Security granted over assets of the Caliza Group in connection with any Permitted Financial Indebtedness referred to in paragraph (b)(xiii) of that definition or any similar Financial Indebtedness incurred by an Obligor; or

(2) any Security or Quasi-Security granted over assets of the Centurion Group in connection with any Permitted Financial Indebtedness referred to in paragraph (b)(xiv) of that definition or any similar Financial Indebtedness incurred by an Obligor;

(O) in addition to the Security and Quasi-Security permitted by the foregoing paragraphs (A) to (N) (and (P) below), Security or Quasi-Security securing indebtedness of the Borrower and its Subsidiaries (taken as a whole) not in excess of $500,000,000; or

(P) Security or Quasi-Security granted in connection with or arising out of a Lease, provided that such Security or Quasi-Security is over the right to use the asset or equipment that is the subject of the Lease pursuant to the terms of the Lease, or the rights of the relevant member of the Group over the asset or equipment which is the subject of the Lease.

"**Permitted Share Buy-back**" means any acquisition or repurchase by the Borrower, directly or indirectly, of its own shares (or securities representing such shares), provided that the aggregate value of all shares (or securities representing such shares) acquired or repurchased by it pursuant to this definition does not exceed U.S.$500,000,000 (or its equivalent).

"**Permitted Share Issue**" means:

(a) a Permitted Fundraising;

(b) an issue of shares by a member of the Group which is a Subsidiary of the Borrower to another member of the Group (and, where the member of the Group has a minority shareholder, to that minority shareholder on a pro rata basis) where (if the existing shares of the Subsidiary are the subject of the Transaction Security) the newly-issued shares also become subject to the Transaction Security on the same terms;

(c) an issue of shares by the Borrower to comply with an obligation in respect of any Executive Compensation Plan of the Borrower;

(d) an issue of common equity securities of the Borrower or other equity-like instruments of the Borrower or any other member of the Group either (i) by the Borrower or (ii) to any member of the Group where the Borrower or that member of the Group has an obligation to deliver such shares or other equity-like instruments to a counterparty pursuant to the terms of any Permitted Put/Call Transaction or an obligation to deliver such shares or other equity-like instruments to the holder(s) of convertible or exchangeable securities comprising Financial Indebtedness permitted pursuant to, or not restricted by, Clause 22.6 (*Financial Indebtedness*) of the 2017 Facilities Agreement pursuant to the terms and conditions of such convertible or exchangeable securities (as amended from time to time);

(e) an issue of shares by Caliza, by Centurion or by any member of the Trinidad Cement Group to comply with an obligation in respect of any Executive Compensation Plan of Caliza, Centurion or any member of the Trinidad Cement Group, as applicable;

(f) an issue of shares by Caliza pursuant to a Caliza Transaction, an issue of shares by Centurion pursuant to a Centurion Transaction or an issue of shares by any member of the Trinidad Cement Group pursuant to a Trinidad Cement Group Transaction;

(g) any issue of shares by the Borrower, Caliza, Centurion or any member of the Trinidad Cement Group which comprise the consideration for a Permitted Acquisition;

(h) an issue of shares by any member of the Trinidad Cement Group pursuant to any commitments made by any member of the Trinidad Cement Group prior to the date of the 2017 Facilities Agreement provided that, in the case of Trinidad New HoldCo and any other successor company to such company in the role of holding company of the Borrower's interests in the Trinidad Cement Group, such commitments may be entered into after the date of the 2017 Facilities Agreement and shares so issued so long as the commitments to issue shares are no greater in scope than the obligations that have been taken on by Trinidad Cement Limited in respect of the issuance of its shares prior to the date of the 2017 Facilities Agreement;

(i) an issue of shares which constitutes a Permitted Joint Venture; and

(j) any issue of shares consented to by the Agent acting on the instructions of the Majority Lenders.

"**Permitted Transaction**" means:

(a) any disposal required, Financial Indebtedness incurred, guarantee, indemnity or Security given, or other transaction arising, under the Finance Documents;

(b) the solvent liquidation or reorganisation of any member of the Group which is not an Obligor so long as any payments or assets distributed as a result of such liquidation or reorganisation are distributed to other members of the Group (and, where the member of the Group has a minority shareholder, to that minority shareholder on a pro rata basis);

(c) any Permitted Reorganisation;

(d) transactions (other than (i) any sale, lease, license, transfer or other disposal and (ii) the granting or creation of Security or the incurring or permitting to subsist of Financial Indebtedness) conducted in the ordinary course of trading on arm's length terms;

(e) any guarantee arising under or as a result of, or pursuant to, the terms of a Lease; and

(f) any acquisition of (x) an asset that is subject to a Lease; or (y) a company (or shares or securities in a company) a business or undertaking (including where a Joint Venture arises) where the asset or assets that is or are the subject of the Lease is or are the only asset(s) owned by the relevant or underlying company, business or undertaking, in each case, pursuant to or as required by the terms of, a Lease.

"**Permitted Working Capital Basket**" has the meaning given to that term in the definition of Permitted Working Capital Facility.

"**Permitted Working Capital Facility**" means Financial Indebtedness of one or more members of the Group which are not Obligors under loan facilities, overdraft facilities, performance bonds, banker's acceptances, guarantee, bonding, documentary or stand-by letter of credit facilities, commercial paper, insurance premium financing and, in each case, other similar facilities or accommodation (in any case) for the financing of working capital of the Group or such members of the Group in an aggregate amount of no more than $900,000,000 (or its equivalent) (the "**Permitted Working Capital Basket**") provided that the Permitted Working Capital Basket shall only limit any such performance bond, banker's acceptance, guarantee, bonding, documentary or stand-by letter of credit facility to the extent that such performance bond, banker's acceptance, guarantee, bonding, documentary or stand-by letter of credit facility constitutes Debt.

"**Promissory Note**" means a dual column English and Spanish non-negotiable promissory note issued or to be issued by the Borrower and executed por aval by each of the Guarantors, substantially in the form set out in Part I (*Term Loans in Dollars Pagaré No Negociable / Non-Negotiable Promissory Note*) of the 2017 Facilities Agreement for Term Loans in dollars, Part II (*Loans in Dollars under the revolving loan Facility Pagaré No Negociable / Non-Negotiable Promissory Note*) of the 2017 Facilities Agreement, for Loans in dollars under the revolving loan Facility, Part III (*Term Loans in sterling Pagaré No Negociable / Non-Negotiable Promissory Note*) of the 2017 Facilities Agreement, for Term Loans in sterling and Part IV (*Term Loans in euro Pagaré No Negociable / Non-Negotiable Promissory Note*) of the 2017 Facilities Agreement for Term Loans in euro of Schedule 4 (*Form of Promissory Note*) of the 2017 Facilities Agreement.

"**Quarter Date**" means each of 31 March, 30 June, 30 September and 31 December.

"**Quasi-Security**" means an arrangement or transaction in which the Borrower or any Subsidiary:

(i) sells, transfers or otherwise disposes of any of its assets on terms whereby they are or may be leased to or re-acquired by an Obligor or any other member of the Group;

(ii) sells, transfers or otherwise disposes of any of its receivables on recourse terms;

(iii) enters into any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts; or

(iv) enters into any other preferential arrangement having a similar effect,

in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness or of financing the acquisition of an asset.

"**Receiver**" means a receiver or receiver and manager or administrative receiver of the whole or any part of the Charged Property.

"**Reconstruction**" means any amalgamation, demerger, merger, *fusión*, *escisión* or other corporate reconstruction.

"**Reference Period**" means a period of four consecutive Financial Quarters.

"**Relevant Convertible/Exchangeable Obligations**" means: (a) any Financial Indebtedness incurred by any person the terms of which provide that satisfaction of the principal amount owing under such Financial Indebtedness (whether on or prior to its maturity and whether as a result of bankruptcy, liquidation or other default by such person or otherwise) shall occur solely by delivery of shares or common equity securities in the Borrower or any other member of the Group; and (b) any Financial Indebtedness under any Subordinated Optional Convertible Securities.

"**Relevant Proceeds**" means Caliza Proceeds, Centurion Proceeds, Disposal Proceeds, Permitted Fundraising Proceeds or Permitted Put/Call Proceeds.

"**Reserve**" means a reserve created by the Borrower (and any of its Subsidiaries).

"**Reserve Certificate**" means:

(a) for the purposes of paragraph (d)(i) of Clause 21.5 (*Reserve*) of the 2017 Facilities Agreement, a certificate signed by a Responsible Officer setting out the amount of proceeds from an incurrence of Permitted Financial Indebtedness that the Borrower (or any of its Subsidiaries) wishes to be applied to a Reserve in accordance with this Clause 21.5 (*Reserve*) of the 2017 Facilities Agreement and which has been actually credited to that Reserve; and

(b) for the purposes of paragraph (d)(ii) of Clause 21.5 (*Reserve*) of the 2017 Facilities Agreement, a certificate signed by a Responsible Officer setting out the amount of proceeds from an incurrence of Permitted Financial Indebtedness standing to the credit of a Reserve that the Borrower (or any of its Subsidiaries) wishes to be applied in repayment or prepayment of Financial Indebtedness as described in paragraph (a) above and which is so applied.

"**Resignation Letter**" means a document substantially in the form set out in Schedule 8 (*Form of Resignation Letter*) of the 2017 Facilities Agreement.

"**Responsible Officer**" means the Chief Financial Officer and/or Chief Controlling Officer of the Borrower or a person holding equivalent status (or higher).

"**S&P**" means S&P Global Ratings, a division of S&P Global Inc., , and any successor to its rating agency business.

"**SEC**" means the U.S. Securities Exchange Commission and any successor thereto.

"**Secured Parties**" means each Finance Party from time to time to the 2017 Facilities Agreement and any Receiver or Delegate.

"**Security**" means a mortgage, charge, pledge, lien, security trust or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

"**Security Agent**" means Wilmington Trust (London) Limited as security agent of the Secured Parties.

"**Security Providers**" means the Original Security Providers and any Additional Security Provider other than any Original Security Provider or Additional Security Provider which has ceased to be a Security Provider pursuant to Clause 28.4 (*Resignation of a Security Provider*) of the 2017 Facilities Agreement and has not subsequently become an Additional Security Provider pursuant to Clause 28.2 (*Additional Guarantors and Additional Security Providers*) of the 2017 Facilities Agreement, and "**Security Provider**" means any of them.

"**Selection Notice**" means a notice substantially in the form set out in Part II of Schedule 3 (*Requests and Notices*) of the 2017 Facilities Agreement given in accordance with Clause 10 (*Interest Periods*) of the 2017 Facilities Agreement.

"**Spanish GAAP**" means the Spanish General Accounting Plan (*Plan general de contabilidad*) approved by Royal Decree 1514/2007 as in effect from time to time and consistent with those used in the preparation of the most recent audited financial statements referred to in Clause 20.1 (*Financial statements*) of the 2017 Facilities Agreement.

"**Subordinated Optional Convertible Securities**" means:

(a) The Existing Subordinated Convertible Notes; and

(b) any Financial Indebtedness incurred by any member of the Group the terms of which provide that such indebtedness is capable of optional conversion into equity securities or other equity-like instruments of the Borrower or any member of the Group and that repayment of principal and accrued but unpaid interest thereon is subordinated (under terms customary for an issuance of such Financial Indebtedness) to all senior Financial Indebtedness of the Borrower (including, but not limited to, the Facilities) except for: (A) indebtedness that states, or is issued under a deed, indenture, agreement or other instrument that states, that it is subordinated to or ranks equally with any Subordinated Optional Convertible Securities and (B) indebtedness between or among members of the Group provided that:

(i) If such Financial Indebtedness is being issued to refinance Existing Subordinated Convertible Notes (only) then:

(A) principal repayments in cash of such Financial Indebtedness shall:

1. not exceed in aggregate the amount of the fees, costs and expenses related to the refinancing of the Existing Subordinated Convertible Notes being refinanced plus the higher of (x) the nominal value of such Existing Subordinated Convertible Notes and (y) the market value of such Existing Subordinated Convertible Notes; and

2. if payable in cash in any instalments scheduled before (but excluding) the maturity date of the Existing Subordinated Convertible Notes being refinanced, such instalments are no greater in amount or sooner in time than provided for by the Existing Subordinated Convertible Notes being refinanced; or

(B) such Financial Indebtedness shall not have any scheduled principal repayments in cash until after the last Termination Date under the 2017 Facilities Agreement; and

(ii) in all other circumstances, such Financial Indebtedness shall not have any scheduled principal repayments in cash until after the last Termination Date under the 2017 Facilities Agreement.

"**Subsidiary**" means in relation to any company, partnership or corporation, a company, partnership or corporation:

(a) which is controlled, directly or indirectly, by the first mentioned company, partnership or corporation;

(b) in the case of a company or corporation, more than half the issued share capital of which is beneficially owned, directly or indirectly by the first mentioned company, partnership or corporation; or

(c) which is a Subsidiary of another Subsidiary of the first mentioned company, partnership or corporation,

and for this purpose, a company or corporation shall be treated as being controlled by another if that other company or corporation is able to direct its affairs and/or to control the composition of its board of directors or equivalent body.

"**TARGET2**" means the Trans-European Automated Real-time Gross Settlement Express Transfer payment system, which utilises a single shared platform and which was launched on 19 November 2007.

"**TARGET Day**" means any day on which TARGET2 is open for the settlement of payments in euro.

"**Term Loan**" means:

(a) a Facility A Loan;

(b) a Facility B Loan;

(c) a Facility C Loan;

(d) a Facility D1 Loan;

(e) a Facility E Loan;

(f) a Facility F Loan;

(g) a Facility G Loan;

(h) a Facility H Loan; or

(i) any term loan under any new term loan facility established in accordance with Clause 2.2 (*Accordion*) of the 2017 Facilities Agreement.

"**Termination Date**" means, in each case subject to Clause 38.3 (*Facility Change*) of the 2017 Facilities Agreement, (i) in relation to Facility A, Facility B, Facility C, Facility D1 and Facility D2, the date falling 60 Months after the date of the 2017 Facilities Agreement, (ii) in relation to Facility E, Facility F, Facility G and Facility H, the date falling 78 Months after the date of the 2017 Facilities Agreement, and (iii) in relation to any other Facility or Facilities granted pursuant to Clause 2.2 (*Accordion*) of the 2017 Facilities Agreement, the termination date in relation to that Facility or those Facilities (as applicable).

"**Total Commitments**" means the aggregate of the Total Facility A Commitments, Total Facility B Commitments, Total Facility C Commitments, Total Facility D1 Commitments, Total Facility D2 Commitments, Total Facility E Commitments, Total Facility F Commitments, Total Facility G Commitments, Total Facility H Commitments and any other commitments arising under any new facility established pursuant to Clause 2.2(*Accordion*) of the 2017 Facilities Agreement.

"**Total Facility A Commitments**" means the aggregate of the Facility A Commitments, being (i) $1,234,435,319.98 at the date of the 2017 Facilities Agreement, and (ii) $98,542,800.00 as at the 2019 Amendment Effective Date.

"**Total Facility B Commitments**" means the aggregate of the Facility B Commitments, being (i) €740,532,026.74 at the date of the 2017 Facilities Agreement, and (ii) €10,822,510.82 as at the 2019 Amendment Effective Date.

"**Total Facility C Commitments**" means the aggregate of the Facility C Commitments, being (i) £343,612,270.82 at the date of the 2017 Facilities Agreement, and (ii) £86,239,938.68 as at the 2019 Amendment Effective Date.

"**Total Facility D1 Commitments**" means the aggregate of the Facility D1 Commitments, being (i) $377,013,090.91 at the date of the 2017 Facilities Agreement, and (ii) $17,483,400.00 as at the 2019 Amendment Effective Date.

"**Total Facility D2 Commitments**" means the aggregate of the Facility D2 Commitments, being $1,134,994,890.95 at the date of the 2017 Facilities Agreement.

"**Total Facility E Commitments**" means the aggregate of the Facility E Commitments, being $1,135,892,519.98 as at the 2019 Amendment Effective Date.

"**Total Facility F Commitments**" means the aggregate of the Facility F Commitments, being €729,709,515.92 as at the 2019 Amendment Effective Date.

"**Total Facility G Commitments**" means the aggregate of the Facility G Commitments, being £257,372,332.14 as at the 2019 Amendment Effective Date.

"**Total Facility H Commitments**" means the aggregate of the Facility H Commitments, being $359,529,690.91 as at the 2019 Amendment Effective Date.

"**Transaction Security**" means the Security created or expressed to be created in favour of the Security Agent pursuant to the Transaction Security Documents.

"**Transaction Security Documents**" means the Mexican Security Trust Agreement, each of the documents listed as being a Transaction Security Document in paragraph 3 (*Transaction Security Documents*) of Part I of Schedule 2 (*Conditions Precedent*) of the 2017 Facilities Agreement and any document required to be delivered to the Agent under paragraph 3 (*Transaction Security Documents*) of Part II of Schedule 2 (*Conditions Precedent*) of the 2017 Facilities Agreement together with any other document entered into by any Obligor creating or expressed to create any Security over all or any part of its assets in respect of the obligations of any of the Obligors under any of the Finance Documents (and any other "Debt Documents" as defined in the Intercreditor Agreement).

"**Treasury Transactions**" means any derivatives, swap, forward, option or other similar transaction whatsoever.

"**Trinidad Cement**" means:

(a) from the date of the 2017 Facilities Agreement and until the Trinidad Cement Amalgamation Date, Trinidad Cement Limited; and

(b) on and from the date of the Trinidad Cement Amalgamation Date, Trinidad New HoldCo and any other successor company to such company in the role of holding company of the Borrower's interests in the Trinidad Cement Group at any time.

"**Trinidad Cement Amalgamation Date**" means the date on which the amalgamation and reorganisation relating to the Trinidad Cement Group as described in the 2019 Second Consent Request is effected (following relevant shareholder approvals).

"**Trinidad Cement Group**" means Trinidad Cement and its Subsidiaries for the time being.

"**Trinidad Cement Group Offering Option**" has the meaning given to such term in paragraph (b) of the definition of Trinidad Cement Group Transaction.

"**Trinidad Cement Group Transaction**" means:

(a) a Disposal by a member of the Group of any shares in any member of the Trinidad Cement Group to a person who is not a member of the Group; or

(b) an offering of shares in any member of the Trinidad Cement Group and including any put or other option (a "**Trinidad Cement Group Offering Option**") entered into with one or more financial institutions in respect of any share lending, over-allotment or other similar arrangement in connection with an offering of shares in any member of the Trinidad Cement Group provided that the exercise period for such put or other option shall be no longer than 30 days from the settlement date of the offering of shares in any member of the Trinidad Cement Group,

(in either case) whether by way of a single transaction or a series of transactions and which does not breach Clause 22.21 (*Disposals*) of the 2017 Facilities Agreement.

"**Trinidad New HoldCo**" means the holding company of the Borrower's interests in the Trinidad Cement Group as a result of the reorganisation and amalgamation described in the 2019 Second Consent Request.

"**Utilisation Request**" means a notice substantially in the form set out in Part I (*Utilisation Request*) of Schedule 3 (*Requests and Notices*) of the 2017 Facilities Agreement.

EXCLUSIVE PAPER FOR NOTARIAL DOCUMENTS

[Seals that are read on every other page:

	STAMP OF THE	STAMP:	ANTONIO PÉREZ-COCA
ANTONIO PÉREZ	STATE	0.15 €	CRESPO
COCA CRESPO			***N o t a r y***
(NIHIL PRIUS			C/ Monte Esquinza, 6
FIDE)			28010 MADRID
NOTARY OF MADRID			Tel.: 91 418 32 80 Fax.: 91 319 90 46]

[*Illegible initials on every other page]*

DEED OF ACCESSION TO THE PLEDGE OF SHARES OF CEMEX ESPAÑA, S.A. GRANTED BY THE ENTITIES "THE BANK OF NEW YORK MELLON" and "CEMEX ESPAÑA, S.A."

NUMBER THREE THOUSAND THIRTY-ONE.

In Madrid, my residence, on September seventeen two thousand and twenty.

Before me, **ANTONIO PÉREZ-COCA CRESPO,** Notary Public of Madrid and of its Illustrious Bar,

APPEAR:

MRS. PALOMA JULIETA ÁLVAREZ-URÍA BERROS, of legal age, bank employee, with business address in Madrid-28003 at José Abascal St., number 45; with National Identity Document number 09427338-Y.

And.- MRS. MÓNICA BASELGA LORING, of legal age, with domicile for these purposes in Madrid, at Hernández de Tejada St., number 1; with National Identity Document number 51066340-S.

INTERVENE:

The first, on behalf and representation of **THE BANK OF NEW YORK MELLON** (hereafter, the **"Bank")**, entity incorporated in accordance with the laws of the State of New York (United States of America), with registered office at 240 Greenwich Street, 7th Floor, New York, N.Y. 10286, United States of America, acting in turn in representation of and for the benefit of the holders of Senior Secured Notes for a maximum main aggregate amount of **ONE BILION dollars (1,000,000,000.00 USD)**, at an interest rate of **5.200**%, with maturity in **2030**, subject to the assumptions of anticipated amortization that have been foreseen, issued under the bond issue agreement (Indenture), governed by the laws of the State of New York (United States of America), signed or to be signed on September 17, 2020 by, among others, CEMEX, S.A.B. de C.V. a company incorporated in accordance with the laws of Mexico, as issuer, and The Bank of New York Mellon, as trustee (hereinafter, with its following amendments or novations, the **"Bond Issue")**.

Making use of the current power, as she affirms, conferred in her favor by deed granted by Mr. Bret S. Derman and Mrs. Loretta Lundberg, with sufficient legal capacity, before Notary Public of New York, Mrs. Elvin Ramos, on September fifteen, two thousand and twenty, photocopy of which has been shown to me and whose original, duly apostilled in accordance with the Hague Convention of October 5, 1961, which I will add to this present deed, through diligence, when it is delivered to me.

The second, on behalf and representing the Company **"CEMEX ESPAÑA, S.A."** (formerly COMPAÑÍA VALENCIANA DE CEMENTOS PÓRTLAND, S.A.) domiciled in Madrid, Hernandez de Tejada st., 1; purpose of which is the Holding activity.

With Code CNAE 6420 " Activities of the Holding Company ".

It was incorporated with an indefinite duration in deed authorized by the Notary who was from Valencia, Don Juan Bautista Roch Contelles, on April 30, 1917, adapted to the present legislation through deed authorized by the Notary of Valencia, Mr. Antonio Soto Bisquert on July 13, 1990; incorporation of which was REGISTERED in the Mercantile Registry of Valencia, to volume 122, book 28 of companies, section 3rd of anonymous, sheet 354, registration 1st; as to the adaptation it is registered in the aforementioned Registry, to volume 2,854, book 10, general section, folio sheet V2533, registration 165; also, the bylaws of the company were combined through another public instrument authorized by the Notary of Madrid, Mr. Antonio Francés y de Mateo on August 12, 1993, with order number 6,796, which caused the 200th registration.

Transferred the current address above, by deed authorized by the Notary of Valencia, Mr. Antonio Soto Bisquert, on June 29, 1995, with order number 1,489 of his notarial registry, and registered in the Mercantile Registry of Madrid, to volume 9743 and 9744, section 8th, of the Book of Companies, folio 1 and 166, sheet number M 156542, registrations 1st and 2nd.

Changed its name to the one it now holds, by agreement adopted by the General Board of Shareholders of the Company, in its meeting held on the twenty-fourth day of June, two thousand and two, registered as public instrument before my testimony, the same day, under order number 662 of its notarial registry, causing the 122th registration of the registry sheet.

It has Tax Identification Code (C.I.F.) number: A46004214 and CNAE Code number 6420 (holding companies).

The appearing party states that the data identifying the Company and, especially, its corporate purpose and domicile, have not varied from those established above.

It has Tax Identification Number: A-46.004.214.

Making use of the current powers, as she affirms were conferred in her favor by agreement adopted by the Board of Directors of the Company, at their meeting held on March thirty, two thousand and twenty, registered as public instrument through deed granted in my presence on June five, two thousand and twenty, under the number 1872 of my notarial registry, as evidenced by authorized copy of the deed that I have at sight.

For the purposes set forth in article 98 of the Law 24/2001, and in accordance with the Resolution of the General Directorate of Registries and Notaries of April 12, 2002, I note that in my opinion, I consider the accredited representative powers sufficient to formalize this deed of accession of pledge pursuant to the terms that are indicated below.

REAL TITULARITY.- I, the Notary, state that I have complied with the obligation of identification of the real holder of the Granting Entity that the Prevention of Money Laundering Law 10/2010 of April 28, imposes, whose manifestations are recorded in an authorized certificate before the Notary of Madrid, Mr. Antonio Pérez-Coca Crespo, the twenty-sixth day of February of two thousand and fifteen, under number 884 of order of my notarial registry. I have also consulted the Real Owners Database through the SIGNO platform and the representative of the company has stated hereby that the beneficial ownership shown in said platform is not correct, after which notification was made.-

The appearing ladies have in my opinion, as they intervene, the legal capacity and legitimate interest necessary for the granting of this **DEED OF ACCESSION TO THE POLICY OF PLEDGE OF SHARES OF CEMEX ESPAÑA, S.A.** and, for such purpose, in the representation they hold, and all the legal effects that may be applicable, they

STATE

I. That, in virtue of the agreement granted in the policy intervened by the Notary of Madrid, Mr. Rafael Monjo Carrio on November 8, 2012, registered with number 3,530 in Section A of their Registry Book, which has been extended several times, the last on July 19, 2017 through agreement formalized through policy intervened by the Notary of Madrid, Mr. Antonio Pérez-Coca Crespo on said date (hereinafter, the **"Pledge Policy"),** CEMEX, S.A.B. de C.V. and New Sunward Holding B.V. constituted certain real rights of Pledge (hereinafter, the **"Pledges")** over the shares of the company CEMEX España, S.A. of their ownership.

II. That, in accordance with the Contract of Relationship between Creditors (such as it is defined in the Pledge Policy), the creditors of the CEMEX group in virtue of bond issues such as the Issuance of Bonds will be considered as Creditors of Additional Bonds (Additional Notes Creditors) and, therefore, of Secured Parties pursuant to the terms provided for in the Contract of Relationship between Creditors and in the Pledge Policy, and they can get the benefit of the Pledges by adhering to the Pledge Policy in accordance with the provisions of Clause 16 therein.

III. That, in accordance with the provisions of Clause 16 of the Pledge Policy, the Secured Parties, in whose benefit the Agent of Guarantees acted, including the Bank, in its capacity as trustee of the bondholders of the Bond Issue, may adhere to the Pledge Policy and ratify their content, accepting the Pledges constituted in their favor as guarantee of the corresponding Secured Debentures, through the appearance before me.

Said accessions will be carried out through the granting of the corresponding deed or accession policy, and all the above without the need for new consent of the pledging agents or pledgee creditors, for having given their consent in advance in the Contract of Relationship between Creditors and in the Pledge Policy itself.

IV. That the Bank expressly states that the accession to which the Stipulations of this Deed refer to, is formalized as a mere instrument for the execution of the rights attributed to the Bank in the Pledge Policy, from which it causes, so that the payment obligations derived from the Bond Issue are guaranteed with a real right of pledge of first rank over the Shares (as defined in the Pledge Policy), concurrent with the remaining Pledges.

V. That in virtue of the above, the Bank wishes to grant This Deed of Accession (hereinafter, the "Deed") in accordance with the following

STIPULATIONS

FIRST.- ACCESSION TO THE PLEDGE POLICY.

By this Deed, the Bank adheres, ratifies and approves the Pledge Policy in all its contents, full content of which declares to know, giving therefore to such bestowal full value and legal effectiveness and accepting that the obligations of payment derived from the Bond Issue are guaranteed with a real right of pledge of first range over the Shares (as defined in Pledge Policy), concurrent with the remaining Pledges.

The Bank REQUIRES from me, the Notary, to **NOTIFY** this accession to **WILMINGTON TRUST (LONDON) LIMITED,** with address for these purposes at Third Floor, 1 King's Arms Yard, London, United Kingdom, EC2R 7AF (attention Sajada Afzal), in his capacity as Agent of Guarantees and I, the Notary, accept said requirement.

CEMEX España, S.A., appears in this act to the effects of being notified of this accession.

SECOND.- APPLICABLE LAW AND JURISDICTION.

2.1 This Deed is subject to the Spanish common law.

2.2 The Parties expressly submit to the jurisdiction and venue of the Courts and Tribunals of Madrid capital for all issues that may arise from the validity, interpretation, compliance and execution of this Deed.

PERSONAL DATA PROTECTION.- In accordance with the provisions of the General Regulations of European Data Protection, it is informed that the personal data of the appearing party will be treated by the authorizing Notary, whose contact data are contained in this document. The data will be treated in order to perform the duties inherent in the notarial activity and for customers' invoicing and management, therefore, such data will be kept during the terms provided for in the applicable rules and, as the case may be, while the relationship with the interested party may continue.

The basis for the treatment is the performance of the notary's public duties, which obligates that the data are provided to the Notary and would prevent his participation otherwise. The communications provided for in the Public Administrations Law (*Ley a las Administraciones Públicas)* will be given and, where appropriate, to the Notary that succeeds the current one in the city. The appearing parties are entitled to request access to their personal data, rectification, cancellation, transferability thereof and the limitation of their treatment, as well as object to it. In virtue of any possible rights infringement, a claim may be filed at the Spanish Data Protection Agency (*Agencia Española de Protección dé Datos)*. If data of persons other than the appearing parties are provided, they should have been previously informed thereof in accordance with the provisions of article 14 of the General Regulations of European Data Protection (RGPD).

Said and granted.

And I, the Notary, hereby CERTIFY:

a.- That I know the parties.

b.- That the parties, in my opinion, have the capacity and are legitimized for the present bestowal.

c.- That the granting suits the legality and the free and duly informed will of those appearing.

d.- Having read this public instrument to the grantor, previously warned of their right to do it themselves, that they have exercised, and who affirm to have been duly informed of the full content thereof, to which they give their consent, all in accordance with Article 193 of the Notarial Regulations.

e.- That this public instrument is contained in seven folios of notarial paper, FJ series numbers: 1240017 and the following six in order correlative, I, the Notary, certify. Following are the signatures of the parties.—Signed. ANTONIO PÉREZ-COCA CRESPO. Initialed. Seal of the Notary's Office.

DILIGENCE.- I, ANTONIO PÉREZ-COCA CRESPO, Notary Public of Madrid and its Illustrious BAR, hereby issue this instrument to note that on its date, October eight two thousand and twenty, I was given the power-of-attorney, typed on a double-column format, in Spanish and English languages, whose languages I, the Notary understand, which is specially granted for formalizing the deed purpose hereof, by Mrs. Loretta A. Lundberg and Mr. Bret Derman, as legal representatives of THE BANK OF NEW MELLON, before the Notary Public of New York, Mr. Elvin Ramos, on September fifteen, two thousand and twenty.

The power is duly apostilled pursuant to The Hague Convention. And I, the Notary, for my knowledge of the legislation of the State of New York on this matter; for being granted before a Notary of said country; because the powers there and thus granted become effective in the same manner as in the country of origin, because the special powers are not registered in the Commercial Register of New York, because the Notary of New York verified the identity, legal capacity and compliance with all national formalities and because said act is valid according to the rules of private international law, in view of the purposes of article 36 of the Mortgage Regulations (*Reglamento Hipotecario)* and the Third Additional Provision of Law 15/2015 (*Disposición Adicional Tercera de la Ley 15/2015*) concerning Voluntary Jurisdiction, I consider the principle of equivalence of forms as fulfilled.

Having said power of attorney at sight, I attached it to this instrument as it forms an integral part of it, and I hereby declare that the powers conferred therein are sufficient and enough to grant this deed of accession of pledge.

And having nothing else to declare, I issue this instrument on this single sheet of notarial paper, I, the Notary, officially attest thereto. Signed. ANTONIO PÉREZ-COCA CRESPO. Initialed. Seal of the Notary's Office.

DILIGENCE.- To record that I, ANTONIO PÉREZ-COCA CRESPO, on October fifteen, two thousand and twenty, delivered it at the Post Office Branch located at office 2825494, E.O MINISTRY OF PUBLIC ADMINISTRATION, as Certificate and notice of receipt of the abovementioned certificate, and that the official in charge of the service has provided me with the receipt whose photocopy is attached.

This diligence is recorded after the deed upon which it is based, with the series FJ, number 1241703. In Madrid as of August four, two thousand and twenty. Signed. ANTONIO PÉREZ-COCA CRESPO. Initialed. Seal of the Notary's Office.

DILIGENCE.- I, ANTONIO PÉREZ-COCA CRESPO, Notary of Madrid, put in record that on December twenty-one, two thousand and twenty, the Post and Telegraph Service has not sent an acknowledgment of receipt corresponding to notification number RF212257327ES, so in order to know the status of said delivery, I connected to the Internet through one of the computers in my office to the webpage www.correos.es, and I verified that it states: "delivered on October twenty, two thousand and twenty". A print of said result is attached to the main document.

This diligence is recorded after the deed upon which it is based in Madrid as of December twenty-one, two thousand and twenty, which I, the Notary, hereby certify.- Signed. ANTONIO PÉREZ-COCA CRESPO. Initialed. Seal of the Notary's Office.

ENCLOSED DOCUMENTS FOLLOW

Exhibit 4.23

EXECUTION VERSION

DATED ____May, 2020

CEMEX, S.A.B. de C.V.
as Borrower and Obligors' Agent

THE SUBSIDIARIES NAMED HEREIN as Mexican Obligors

and

CITIBANK EUROPE PLC, UK BRANCH
acting as Agent

Amendment Agreement in relation to the Facilities Agreement

Slaughter and May
One Bunhill Row
London EC1Y 8YY
(RWB/VJ/HXG)
567112493

Contents

THIS AGREEMENT is dated ___ May, 2020 and made between:

(1) **CEMEX, S.A.B. de C.V.** (the "**Borrower**");

(2) **CEMEX, S.A.B. de C.V.** as obligors' agent pursuant to clause 34.8 (*Obligor Agent*) of the Facilities Agreement in respect of each Obligor (other than itself and the Mexican Obligors) (the "**Obligors' Agent**");

(3) **THE SUBSIDIARIES** of the Borrower listed in Schedule 1 (*The Mexican Obligors*) as Mexican Obligors (the "**Mexican Obligors**"); and

(4) **CITIBANK EUROPE PLC, UK BRANCH** as agent on behalf of the Finance Parties (the "**Agent**").

RECITALS:

(A) The Borrower has requested the consent of the Lenders to amend the terms of the Facilities Agreement as set out in the consent request from the Borrower dated 23 April 2020 (as amended or supplemented from time to time, the "**Consent Request**").

(B) The Parties have agreed to amend the terms of the Facilities Agreement (as defined below) as set out in Clause 3 (*Amendment of the Facilities Agreement*). These amendments have been agreed by the Majority Lenders and the Borrower in accordance with paragraph (a) of clause 38.1 (*Required consents*) of the Facilities Agreement.

(C) The Agent executes this Agreement pursuant to paragraph (b) of clause 38.1 (*Required consents*) of the Facilities Agreement as agent on behalf of the Finance Parties.

(D) The Borrower executes this Agreement (i) in its own capacity and (ii) as Obligors' Agent pursuant to clause 34.8 (*Obligor Agent*), and paragraph (c) of clause 38.1 (*Required consents*), of the Facilities Agreement in respect of each Obligor (other than itself and the Mexican Obligors).

IT IS AGREED as follows:

1. Definitions and Interpretation

1.1 Definitions

In this Agreement (including the Recitals):

"**Amendment Effective Date**" means the date on which the Agent confirms to the Lenders and the Borrower that it has received each of the documents and other evidence listed in Schedule 2 (*Conditions Precedent*) in a form and substance satisfactory to the Agent (acting reasonably).

"**Amended Facilities Agreement**" means the Facilities Agreement, as amended pursuant to Clause 3 (*Amendment of the Facilities Agreement*).

"**Facilities Agreement**" means the facilities agreement dated 19 July 2017 between, among others, the Borrower, the financial institutions named therein as original lenders, the Agent and the Security Agent as amended and restated on 2 April 2019 pursuant to an amendment and restatement agreement dated 2 April 2019 between, among others, the Borrower, the financial institutions named therein as original lenders, the Agent and the Security Agent and as amended and restated on 4 November 2019 pursuant to an amendment and restatement agreement dated 4 November 2019 between, among others, the Borrower and the Agent.

"**Guarantee Obligations**" means all the guarantee and indemnity obligations of a Guarantor contained in the Facilities Agreement.

"**Mexican Security Trustee**" has the meaning given to that term in the Intercreditor Agreement.

1.2 Incorporation of defined terms

(A) Unless a contrary intention is stated, a term defined in the Facilities Agreement has the same meaning in this Agreement.

(B) The principles of construction set out in the Facilities Agreement shall have effect as if set out in this Agreement as if references in those clauses to "this Agreement" are references to this Agreement.

1.3 Scope

This Agreement is supplemental to and amends the Facilities Agreement.

1.4 Clauses

In this Agreement any reference to a "Clause" or a "Schedule" is, unless the context otherwise requires, a reference to a clause in or a schedule to this Agreement.

1.5 Designation

This Agreement is designated as a Finance Document in accordance with the Facilities Agreement by each of the Borrower and the Agent.

2. Conditions precedent

2.1 Conditions precedent to the Amendment Effective Date

The Borrower shall deliver to the Agent, in form and substance satisfactory to the Agent (acting reasonably), all of the documents and other evidence listed in Schedule 2 (*Conditions Precedent*).

2.2 Confirmation of conditions precedent

(A) The Agent shall notify the Borrower and the Lenders promptly upon being so satisfied in respect of Clause 2.1 (*Conditions precedent to the Amendment Effective Date).*

(B) The Lenders authorise (but do not require) the Agent to give notifications pursuant to paragraph (A) above. The Agent shall not be liable for any damages, costs or losses whatsoever as a result of giving any such notifications.

3. Amendment of the Facilities Agreement

With effect from the Amendment Effective Date, the Facilities Agreement shall be amended as set out in Schedule 3 (*Amendments to the Facilities Agreement*).

For the avoidance of doubt, with effect from the Amendment Effective Date, each reference in the Facilities Agreement to "this Agreement", "hereunder", "hereof" or words of like import referring to the Facilities Agreement, and each reference in the other Finance Documents to "the Facilities Agreement", "thereunder", "thereof" or words of like import referring to the Facilities Agreement, shall mean and be a reference to the Facilities Agreement as modified hereby.

4. Representations

(A) The Repeating Representations are deemed to be made by each Obligor to the Finance Parties (by reference to the facts and circumstances then existing) on:

(i) the date of this Agreement; and

(ii) the Amendment Effective Date,

and references to "this Agreement" in the Repeating Representations should be construed, on the date of this Agreement, as references to this Agreement and to the Facilities Agreement and, on the Amendment Effective Date, the Amended Facilities Agreement.

(B) The Borrower represents and warrants that pursuant to clause 34.8 (*Obligor Agent*) of the Facilities Agreement, it is agent of each Obligor (other than itself) in relation to the Finance Documents and authorised, inter alia, to execute this Agreement on behalf of each Obligor (other than itself and the Mexican Obligors) and each such Obligor shall be bound thereby as though such Obligor itself had executed this Agreement.

5. Continuity and further assurance

5.1 Continuing obligations

The provisions of the Facilities Agreement and the other Finance Documents shall, save as amended by this Agreement, continue in full force and effect.

5.2 Confirmation of Guarantee Obligations

(A) For the avoidance of doubt, the Borrower (for itself and as Obligors' Agent other than for the Mexican Obligors) confirms for the benefit of the Finance Parties that all Guarantee Obligations owed by a Guarantor under the Amended Facilities Agreement shall remain in full force and effect notwithstanding the amendments referred to in Clause 3 (*Amendment of the Facilities Agreement*).

(B) For the avoidance of doubt, each Mexican Obligor to the extent that it is a Guarantor confirms for the benefit of the Finance Parties that all Guarantee Obligations owed by it under the Amended Facilities Agreement shall remain in full force and effect notwithstanding the amendments referred to in Clause 3 (*Amendment of the Facilities Agreement*).

5.3 Confirmation of Security

(A) For the avoidance of doubt, the Borrower (for itself and as Obligors' Agent other than for the Mexican Obligors) confirms for the benefit of the Finance Parties that the Security created by the Security Providers pursuant to the Transaction Security Documents:

(i) remains in full force and effect notwithstanding the amendments referred to in Clause 3 (*Amendment of the Facilities Agreement*); and

(ii) continues to secure the Secured Obligations (as defined in the Intercreditor Agreement) of the Security Providers under the Finance Documents as amended (including, but not limited to, under the Amended Facilities Agreement).

(B) For the avoidance of doubt, each Mexican Obligor to the extent that it is a Security Provider confirms for the benefit of the Finance Parties that the Security created by it pursuant to the Transaction Security Documents:

(i) remains in full force and effect notwithstanding the amendments referred to in Clause 3 (*Amendment of the Facilities Agreement*); and

(ii) continues to secure its Secured Obligations (as defined in the Intercreditor Agreement) under the Finance Documents as amended (including, but not limited to, under the Amended Facilities Agreement).

5.4 Further assurance

The Borrower and each Mexican Obligor shall, and the Borrower shall procure that each Obligor shall, at the request of the Agent and at the Borrower's or the relevant Obligor's own expense, do all such acts and things necessary or desirable to give effect to the amendments effected or to be effected pursuant to this Agreement.

5.5 Notarisation in Spain

The Borrower shall, after receipt of written notice from the Agent specifying the relevant date (with such written notice only being capable of being given in accordance with sub-paragraphs (A) and (B) below), appear (and ensure that CEMEX España, S.A. and each member of the Group party to this Agreement appears as well as, in respect of any Transaction Security Document governed by Spanish law, CEMEX España, S.A., New Sunward Holding B.V. and/or

any other member of the Group which at the time is a shareholder in CEMEX España, S.A. and provides security over its shares in accordance with the relevant Transaction Security Document governed by Spanish law, appears) before a notary in Madrid to raise this Agreement and execute, ratify and raise any Transaction Security Document governed by Spanish law to the status of a Spanish Public Document provided that:

(A) restrictions on free movement of people imposed in Spain, Mexico and any other jurisdiction in which a shareholder of CEMEX España, S.A. is incorporated, as a result of, arising from or related to the COVID-19 pandemic have been lifted, otherwise cease to apply in whole or in part and, taking into account the position in relation to notarisation and apostilling processes, it has been specifically confirmed between the Borrower, the Agent and the relevant notaries that the necessary notarisation and apostilling can occur (such confirmation to be given as soon as it is reasonably practicable to reach the conclusion that the necessary notarisation and apostilling can occur); and

(B) the relevant date specified in the notice from the Agent is no sooner than fifteen Business Days after the date on which the Borrower, the Agent and the relevant notaries specifically confirm, pursuant to paragraph (A) above, that the necessary notarisation and apostilling can occur.

For the avoidance of doubt, only one such notice may be given by the Agent and nothing in this Clause 5.5 shall imply any obligation on the Borrower to ensure any Lender or the Agent or the Custodian or the Security Agent appear before such notary.

5.6 Confirmation in Mexico

On or before the date falling thirty Business Days after the date of this Agreement (unless otherwise agreed between the Borrower and the Agent), the Borrower shall ensure that the Security Agent has received evidence, in form and substance satisfactory to it (acting on the instructions of the Agent):

(A) of the amendment to the Facilities Agreement;

(B) that the settlors (*Fideicomitentes*) party to the Mexican Security Trust, have given written notice to the Mexican Security Trustee of the execution of this Agreement and a copy of such document including Schedule 3 (*Amendments to the Facilities Agreement*), and that such settlors confirm that the Amended Facilities Agreement constitutes the *Contrato de Financiamiento Aplicable* (as defined in the Mexican Security Trust); and

(C) that the Mexican Security Trustee has received and accepted the notice and confirmation described in paragraph (B) above.

6. Costs and expenses

(A) The Borrower must pay the Majority Consent Fee (as defined in the Consent Request) within twenty Business Days from the Amendment Effective Date.

(B) The Borrower shall, within three Business Days of demand, reimburse (or procure the reimbursement of) the Agent for the amount of all costs and expenses (including legal fees) reasonably incurred by the Agent in connection with the negotiation, preparation, printing and execution of this Agreement and any other documents referred to in this Agreement.

7. Miscellaneous

7.1 Incorporation of terms

The provisions of clause 34 (*Notices*), clause 36 (*Partial Invalidity*), clause 37 (*Remedies and Waivers*) and clause 42 (*Enforcement*) of the Facilities Agreement shall be incorporated into this Agreement as if set out in full in this Agreement and as if references in those clauses to "this Agreement" or "the Finance Documents" are references to this Agreement.

7.2 Counterparts

This Agreement may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Agreement.

7.3 Finance Documents

The execution, delivery and effectiveness of this Agreement shall not, except as expressly provided herein, operate as a waiver of any right, power or remedy of any Finance Party under any of the Finance Documents, nor, except as expressly provided herein, constitute a waiver or amendment of any provision of any of the Finance Documents.

8. Governing Law

This Agreement, and any non-contractual obligations arising out of or in connection with it, are governed by English law.

This Agreement has been entered into on the date stated at the beginning of this Agreement.

Schedule 1

The Mexican Obligors

Mexican Obligor	Registration number or equivalent	Jurisdiction
CEMEX Concretos, S.A. de C.V.	CCO-740918-9M1	Mexico
CEMEX Operaciones México, S.A. de C.V.	CDC-960913-SK6	Mexico
CEMEX Transporte, S.A. de C.V.	CTR-000410-NZ3	Mexico

Schedule 2

Conditions Precedent

1. Obligors

(a) A certificate of an authorised signatory of the Borrower and each Mexican Obligor certifying that the constitutional documents previously delivered to the Agent for the purposes of the Facilities Agreement have not been amended and remain in full force and effect or a copy of its constitutional documents (certified by a notary public or otherwise authenticated).

(b) A copy of a power of attorney (duly notarised before a Mexican notary public) containing authority for acts of administration and execution of negotiable instruments of the Borrower and each Mexican Obligor, approving the terms of, and the transactions contemplated by, this Agreement and resolving that the Borrower (for itself and as Obligors' Agent for each Obligor other than the Mexican Obligors) and each Mexican Obligor execute this Agreement and/or authorising a specified person or persons to execute this Agreement on its behalf, provided that a certificate of an authorised signatory of the Borrower and each Mexican Obligor confirming that the relevant power of attorney a copy of which was delivered to the Agent for the purposes of the Facilities Agreement has not been amended and remains in full force and effect may be provided instead of the power of attorney described in this paragraph.

(c) If not previously delivered to the Agent for the purposes of the Facilities Agreement, a specimen of the signature of each person authorised by the document referred to in paragraph (b) above.

(d) A certificate of an authorised signatory of the Borrower and each Mexican Obligor:

(i) confirming that the power of attorney in favour of the Process Agent and any appointment and acceptance letter previously delivered to the Agent for the purposes of the Facilities Agreement have not been amended and remain in full force and effect or attaching a power of attorney (duly notarised before a Mexican notary public) in favour of the Process Agent, together with any necessary appointment and acceptance letter; and

(ii) certifying that each copy document relating to it specified in this Schedule 2 is correct, complete and in full force and effect as at a date no earlier than the date of this Agreement.

2. Legal Opinions

(a) An incorporation and authority legal opinion of the in-house counsel of the Borrower as to Mexican law, substantially in the form distributed to the Agent prior to signing this Agreement.

(b) A legal opinion of Clifford Chance, S.L.P.U., legal advisers to the Lenders as to English law, substantially in the form distributed to the Agent prior to signing this Agreement.

Schedule 3

Amendments to the Facilities Agreement

1. Financial Covenant amendments

The tables included at Clauses 21.2(a) (*Consolidated Coverage Ratio*) and 21.2(b) (*Consolidated Leverage Ratio*) will be deleted in their entirety and replaced with the following:

Clause 21.2(a) (*Consolidated Coverage Ratio*)

Column 1 Reference Period ending	Column 2 Ratio
30 June 2020	1.75:1
30 September 2020	1.75:1
31 December 2020	1.75:1
31 March 2021	1.75:1
30 June 2021	2.25:1
30 September 2021	2.25:1
31 December 2021	2.50:1
31 March 2022	2.50:1
30 June 2022	2.50:1
30 September 2022	2.50:1
31 December 2022 and each subsequent Reference Period	2.75:1

Clause 21.2(b) (*Consolidated Leverage Ratio*)

Column 1 Reference Period ending	Column 2 Ratio
30 June 2020	6.75:1
30 September 2020	7.00:1
31 December 2020	7.00:1
31 March 2021	7.00:1
30 June 2021	6.00:1
30 September 2021	5.75:1
31 December 2021	5.75:1
31 March 2022	5.75:1
30 June 2022	5.25:1
30 September 2022	5.25:1
31 December 2022	4.75:1
31 March 2023	4.75:1
30 June 2023 and each subsequent Reference Period	4.50:1

2. Amendments to the definition of Margin

The wording underlined and in bold in the table below will be added to the current table set out in paragraph (b) of the definition of Margin. The entire table is set out below for completeness.

Consolidated Leverage Ratio	Margin (per cent. per annum)
Greater than or equal to 6.00:1	**4.750**
Less than 6.00:1 but greater than or equal to 5.50:1	**4.250**
Less than 5.50:1 but greater than or equal to 5.00:1	3.**75**0
Less than 5.00:1 but greater than or equal to 4.50:1	3.000
Less than 4.50:1 but greater than or equal to 4.00:1	2.500
Less than 4.00:1 but greater than or equal to 3.50:1	2.125
Less than 3.50:1 but greater than or equal to 3.00:**1**	1.750
Less than 3.00:1 but greater than or equal to 2.50:**1**	1.500
Less than 2.50:1	1.250

3. Amendments to the Capital Expenditure Provisions

(a) Clause 21.2(c)(*Capital Expenditure*) will be amended so that the wording underlined and in bold below is added to the Clause:

"(c) the aggregate Capital Expenditure of the Group (other than: (i) any Caliza Expansion Capital; (ii) any Centurion Expansion Capital; and (iii) **subject to paragraph (f) below**, any amount of Capital Expenditure that is funded from Relevant Proceeds (including any amount of Financial Indebtedness incurred which corresponds with any amount of Relevant Proceeds utilised to repay Financial Indebtedness)) in respect of (i) any Financial Year up to and including the Financial Year ended 31 December 2018 shall not exceed $1,000,000,000, and (ii) any Financial Year from and including the Financial Year ended 31 December 2019 shall not exceed $1,500,000,000 **provided that the figure of $1,500,000,000 shall be replaced by the figure $1,200,000,000 until such time as the Borrower delivers a Compliance Certificate for two consecutive completed Reference Periods for which a Compliance Certificate was required to have been delivered under this Agreement showing the Consolidated Leverage Ratio to be equal to or less than 5.25:1.**"

(b) Clause 21.2(d)(*Caliza Capital Expenditure*) will be amended so that the wording underlined and in bold below is added to the Clause:

"(d) *Caliza Capital Expenditure*: in addition to the amount referred to in paragraph (c) above, the Caliza Group shall be entitled to incur Capital Expenditure in an aggregate amount (when aggregated with all other amounts of Caliza Expansion Capital then incurred but, **subject to paragraph (f) below**, excluding any amount of Capital Expenditure that is funded from Relevant Proceeds of the Caliza Group) not exceeding the Caliza Expansion Capital Permitted Limit over the life of the Facilities."

(c) Clause 21.2(e)(*Centurion Capital Expenditure*) will be amended so that the wording underlined and in bold below is added to the Clause:

"(e) *Centurion Capital Expenditure*: in addition to the amount referred to in paragraph (c) above, the Centurion Group shall be entitled to incur Capital Expenditure in an aggregate amount (when aggregated with all other amounts of Centurion Expansion Capital then incurred but, **subject to paragraph (f) below**, excluding any amount of Capital Expenditure that is funded from Relevant Proceeds of the Centurion Group) not exceeding the Centurion Expansion Capital Permitted Limit over the life of the Facilities."

(d) A new Clause 21.2(f) is inserted into the Facilities Agreement as follows:

"**(f)** ***Limitation on use of certain Relevant Proceeds*: the provisions of paragraph (c), paragraph (d) and paragraph (e) above that permit the Borrower to exclude any amount of Capital Expenditure that is funded from Relevant Proceeds that are Caliza Proceeds, Centurion Proceeds, Disposal Proceeds or Permitted Put/Call Proceeds from falling within the limitations set out therein shall only apply on and from the date on which the Borrower delivers a Compliance Certificate for two consecutive completed Reference Periods for which a Compliance Certificate was required to have been delivered under this Agreement showing the Consolidated Leverage Ratio to be equal to or less than 5.25:1.**"

4. Amendments to flexibilities provided in Permitted Acquisitions

Each of paragraph (l) and sub-paragraphs (i) and (ii) of paragraph (p) of the definition of Permitted Acquisition will be amended as follows:

(a) Paragraph (l) will be amended so that the wording underlined and in bold below is added to the definition:

"(l) any other acquisition of a company, of shares, securities or a business or undertaking (or, in each case, any interest in any of them) **provided that** the aggregate amount of the consideration for such acquisitions does not exceed $400,000,000 (or its equivalent in any other currencies) in any Financial Year, and **provided further that**:

(i) **the figure of $400,000,000 shall be replaced by the figure $250,000,000 until such time as the Borrower delivers a Compliance Certificate for two consecutive completed Reference Periods for which a Compliance Certificate was required to have been delivered under this Agreement showing the Consolidated Leverage Ratio to be equal to or less than 5.25:1; and**

(ii) if **(x)** an asset is acquired by a member of the Group pursuant to this paragraph (l); and **(y)** such asset is the subject of a Disposal by the Group within 12 Months of the date of completion of its acquisition, the unutilised portion of the amount referred to above in respect of that Financial Year shall be increased by an amount equal to the lower of (A) the amount of the consideration originally paid by the relevant member of the Group which acquired such asset and (B) the amount of the Disposal Proceeds received for such Disposal;"

(b) The following wording underlined and in bold below will be added to the end of each of sub-paragraph (i) and (ii) of paragraph (p) of the definition of Permitted Acquisition:

"**provided that such acquisitions shall be permitted only on and from the date that the Borrower delivers a Compliance Certificate for two consecutive completed Reference Periods for which a Compliance Certificate was required to have been delivered under this Agreement showing the Consolidated Leverage Ratio to be equal to or less than 5.25:1,**"

5. Amendments to Permitted Share Buy-back

The definition of Permitted Share Buy-back will be amended so that the wording underlined and in bold below is added to the definition:

""**Permitted Share Buy-back**" means any acquisition or repurchase by the Borrower, directly or indirectly, of its own shares (or securities representing such shares), provided that **(i)** the aggregate value of all shares (or securities representing such shares) acquired or repurchased by it pursuant to this definition does not exceed US$500,000,000 (or its equivalent) and **(ii) such acquisition or repurchase will only be permitted if, at the time of such acquisition or repurchase, the Consolidated Leverage Ratio reported in the Compliance Certificate delivered most recently prior to the date of the proposed acquisition or repurchase shows a Consolidated Leverage Ratio of 4.50:1 or less**."

6. Amendments to general basket for Permitted Loans

Paragraph (j) of the definition of Permitted Loan will be amended so that the wording underlined and in bold below is added to the definition:

"(j) any other loan(s) as long as the aggregate principal amount of the Financial Indebtedness under any such loan(s) does not exceed $250,000,000 (or its equivalent) at any time **provided that the figure of $250,000,000 shall be replaced by the figure $150,000,000 until such time as the Borrower delivers a Compliance Certificate for two consecutive completed Reference Periods for which a Compliance Certificate was required to have been delivered under this Agreement showing the Consolidated Leverage Ratio to be equal to or less than 5.25:1.**"

7. Updates to reflect the merger of CEMEX México, S.A. de C.V. into CEMEX(included for information only)

Clause 22.28 (*Transaction Security*) will be updated as follows:

(a) Sub-paragraph (ii) of paragraph (a) which contains the words "*up to 0.1200% of the shares in CEMEX México held by a member of the Group;*" shall be deleted. Sub-paragraph (iii) will be renumbered to be sub-paragraph (ii) and the word "and" shall be included immediately prior to the number (ii).

(b) The words "*(other than CEMEX México)*" appearing in the last line of paragraph (a) shall be deleted.

Signatures

Borrower and Obligors' Agent

For and on behalf of **CEMEX, S.A.B. de C.V.**

By: /s/ Patricio Trevino Garza

Name: Patricio Trevino Garza

Title: Attorney-in-fact

[***Signature Page to Amendment Agreement in relation to the Facilities Agreement***]

The Mexican Obligors

For and on behalf of **CEMEX Concretos, S.A. de C.V.**

By: /s/ Patricio Trevino Garza

Name: Patricio Trevino Garza

Title: Attorney-in-fact

[***Signature Page to Amendment Agreement in relation to the Facilities Agreement***]

For and on behalf of **CEMEX Operaciones México, S.A. de C.V.**

By: /s/ Patricio Trevino Garza

Name: Patricio Trevino Garza

Title: Attorney-in-fact

[***Signature Page to Amendment Agreement in relation to the Facilities Agreement***]

For and on behalf of **CEMEX Transporte, S.A. de C.V.**

By: /s/ Patricio Trevino Garza

Name: Patricio Trevino Garza

Title: Attorney-in-fact

[***Signature Page to Amendment Agreement in relation to the Facilities Agreement***]

Agent

For and on behalf of **CITIBANK EUROPE PLC,**
UK BRANCH

By: /s/ Alasdair Garnham

Name: Alasdair Garnham

Title: Vice President

[***Signature Page to Amendment Agreement in relation to the Facilities Agreement***]

Exhibit 4.24

EXECUTION VERSION

DATED ___ October 2020

CEMEX, S.A.B. de C.V.
as Borrower

THE FINANCIAL INSTITUTIONS NAMED HEREIN
as Original Lenders

CITIBANK EUROPE PLC, UK BRANCH
acting as Agent

AND

WILMINGTON TRUST (LONDON) LIMITED
acting as Security Agent

Amendment and Restatement Agreement in relation to the Facilities Agreement

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Slaughter and May
One Bunhill Row
London EC1Y 8YY
(RWB/HXG/JYUH)
900719795

Contents

THIS AGREEMENT is dated ___ October 2020 and made between:

(1) **CEMEX, S.A.B. de C.V.** (the "**Borrower**");

(2) **THE SUBSIDIARIES** of the Borrower listed in Part I of Schedule 1 (*The Original Parties*) as guarantors (the "**Original Guarantors**");

(3) **THE SUBSIDIARIES** of the Borrower listed in Part II of Schedule 1 (*The Original Parties*) as security providers (together with the Borrower, the "**Original Security Providers**");

(4) **THE FINANCIAL INSTITUTIONS** listed in Part III of Schedule 1 (*The Original Parties*) as original lenders (the "**Original Lenders**");

(5) **CITIBANK EUROPE PLC, UK BRANCH** as agent on behalf of the Finance Parties (other than itself and the Security Agent) (the "**Agent**"); and

(6) **WILMINGTON TRUST (LONDON) LIMITED** as security agent of the Secured Parties (the "**Security Agent**").

RECITALS:

(A) The Borrower has requested the consent of the Lenders to amend the terms of the Facilities Agreement as set out in the invitation memorandum from the Borrower dated 8 September 2020 combining a consent request and an exchange and discharge offer (as amended or supplemented from time to time, the "**Invitation Memorandum**").

(B) The Parties have agreed to amend the terms of the Facilities Agreement as set out in Clause 3 (*Amendment of the Facilities Agreement*) of this Agreement (such amended agreement, the "**Amended Facilities Agreement**"). These amendments (other than the amendments related to the Screen Rate Replacement Clause) have been agreed by the Majority Lenders and the Borrower in accordance with paragraph (a) of Clause 38.1 (*Required consents*) of the Facilities Agreement.

(C) The amendments related to the Screen Rate Replacement Clause have been agreed to by all Lenders and will, therefore, apply to the Screen Rate applicable to all Facilities.

(D) Pursuant to the Invitation Memorandum and the Exchange Responses (as defined therein) received by the Agent and CEMEX, each Exchanging Creditor (as defined in the Invitation Memorandum) has agreed to extend its Commitments as detailed in its Exchange Response and has authorised the Agent to execute all and any documents on its behalf to achieve the exchange and discharge offer pursuant to the terms of its Exchange Response. The Commitments of Exchanging Creditors in respect of each of Facility I, Facility J, Facility K, Facility L1, Facility L2, Facility L3, Facility L4 and Facility M are set out in Part IV of Schedule 1 (*The Original Parties*) of the Amended Facilities Agreement.

(D) The Agent executes this Agreement pursuant to paragraph (b) of Clause 38.1 (*Required consents*) as agent on behalf of the Finance Parties (other than itself and the Security Agent).

IT IS AGREED as follows:

1. Definitions and Interpretation

1.1 Definitions

In this Agreement (including the Recitals):

"**Amended Facilities Agreement**" means the Facilities Agreement, as amended and restated by this Agreement.

"**Amendment Effective Date**" means the date on which the Agent confirms to the Lenders and the Borrower that it has received each of the documents and other evidence listed in Schedule 2 (*Conditions Precedent*) in a form and substance satisfactory to the Agent (acting reasonably).

"**Delayed Effectiveness and Draw Commitments**" has the meaning given to that term in the Amended Facilities Agreement.

"**Facilities Agreement**" means the facilities agreement dated 19 July 2017 between, among others, the Borrower, the financial institutions named therein as original lenders, the Agent and the Security Agent as amended and restated on 2 April 2019 pursuant to an amendment and restatement agreement dated 2 April 2019 between, among others, the Borrower, the financial institutions named therein as original lenders, the Agent and the Security Agent, as amended and restated on 4 November 2019 pursuant to an amendment and restatement agreement dated 4 November 2019 between, among others, the Borrower and the Agent and as amended on 22 May 2020 pursuant to an amendment agreement dated 22 May 2020 between, among others, the Borrower and the Agent.

"**Facility I**" has the meaning given to that term in the Amended Facilities Agreement.

"**Facility J**" has the meaning given to that term in the Amended Facilities Agreement.

"**Facility K**" has the meaning given to that term in the Amended Facilities Agreement.

"**Facility L1**" has the meaning given to that term in the Amended Facilities Agreement.

"**Facility L2**" has the meaning given to that term in the Amended Facilities Agreement.

"**Facility L3**" has the meaning given to that term in the Amended Facilities Agreement.

"**Facility L4**" has the meaning given to that term in the Amended Facilities Agreement.

"**Facility M**" has the meaning given to that term in the Amended Facilities Agreement.

"**Guarantee Obligations**" means all the guarantee and indemnity obligations of a Guarantor contained in the Facilities Agreement.

"**July 2021 Prepayments**" has the meaning given to that term in the Amended Facilities Agreement.

"**Santander España**" has the meaning given to that term in the Amended Facilities Agreement.

"**Santander México**" has the meaning given to that term in the Amended Facilities Agreement.

"**Screen Rate Replacement Clause**" means the definition of Screen Rate and the proposed new clause 38.6 of the Facilities Agreement as set out in the Amended Facilities Agreement and elements related thereto.

1.2 Incorporation of defined terms

(A) Unless a contrary intention is stated, a term defined in the Facilities Agreement has the same meaning in this Agreement.

(B) The principles of construction set out in the Facilities Agreement shall have effect as if set out in this Agreement as if references in those clauses to "this Agreement" are references to this Agreement.

1.3 Scope

This Agreement is supplemental to and amends the Facilities Agreement.

1.4 Clauses

In this Agreement any reference to a "Clause" or a "Schedule" is, unless the context otherwise requires, a reference to a clause in or a schedule to this Agreement.

1.5 Designation

This Agreement is designated as a Finance Document in accordance with the Facilities Agreement by each of the Borrower and the Agent.

2. Conditions precedent

2.1 Conditions precedent to the Amendment Effective Date

The Borrower shall deliver to the Agent, in form and substance satisfactory to the Agent (acting reasonably), all of the documents and other evidence listed in Schedule 2 (*Conditions Precedent*).

2.2 Confirmation of conditions precedent

(A) The Agent shall notify the Borrower and the Lenders promptly upon being so satisfied in respect of Clause 2.1 (*Conditions precedent to the Amendment Effective Date*).

(B) The Lenders authorise (but do not require) the Agent to give notifications pursuant to paragraph (A) above. The Agent shall not be liable for any damages, costs or losses whatsoever as a result of giving any such notifications.

3. Amendment of the Facilities Agreement

With effect from the Amendment Effective Date, the Facilities Agreement shall be amended so that it shall be read and construed for all purposes as set out in Schedule 3 (*Amended Facilities Agreement*), which accordingly restates the Facilities Agreement as amended by this Agreement, implementing, *inter alia*, the acceptance by Exchanging Creditors (as defined in the Invitation Memorandum) of the Exchange and Discharge Offer (as defined in the Invitation Memorandum).

For the avoidance of doubt, with effect from the Amendment Effective Date, each reference in the Facilities Agreement to "this Agreement", "hereunder", "hereof" or words of like import referring to the Facilities Agreement, and each reference in the other Finance Documents to "the Facilities Agreement", "thereunder", "thereof" or words of like import referring to the Facilities Agreement, shall mean and be a reference to the Facilities Agreement as modified hereby.

4. Representations

The Repeating Representations are deemed to be made by each Obligor to the Finance Parties (by reference to the facts and circumstances then existing) on:

(A) the date of this Agreement; and

(B) the Amendment Effective Date,

and references to "this Agreement" in the Repeating Representations should be construed, on the date of this Agreement, as references to this Agreement and to the Facilities Agreement and, on the Amendment Effective Date, as references to the Amended Facilities Agreement.

5. Continuity and further assurance

5.1 Continuing obligations

The provisions of the Facilities Agreement and the other Finance Documents shall, save as amended by this Agreement, continue in full force and effect. The execution of this Agreement does not constitute a novation (*novación*) of the Facilities Agreement pursuant to Mexican law.

5.2 Confirmation of Guarantee Obligations

For the avoidance of doubt, each Guarantor confirms for the benefit of the Finance Parties that all Guarantee Obligations owed by it under the Amended Facilities Agreement shall:

(A) remain in full force and effect notwithstanding the amendments referred to in Clause 3 (*Amendment of the Facilities Agreement*); and

(B) extend to any new obligations assumed by any Obligor under the Finance Documents as a result of this Agreement (including, but not limited to, under the Amended Facilities Agreement).

5.3 Confirmation of Security

For the avoidance of doubt, each Obligor confirms for the benefit of the Finance Parties that the Security created by it pursuant to each Transaction Security Document to which it is a party shall:

(A) remain in full force and effect notwithstanding the amendments referred to in Clause 3 (*Amendment of the Facilities Agreement*); and

(B) continue to secure its Secured Obligations (as defined in the Intercreditor Agreement) under the Finance Documents as amended (including, but not limited to, under the Amended Facilities Agreement).

5.4 Further assurance

Each Obligor shall, at the request of the Agent and at such Obligor's own expense, do all such acts and things necessary or desirable to give effect to the amendments effected or to be effected pursuant to this Agreement.

5.5 Notarisation in Spain

The Borrower shall, after receipt of written notice from the Agent specifying the relevant date (with such written notice only being capable of being given in accordance with sub-paragraphs (A) and (B) below), appear (and ensure that each member of the Group party to this Agreement appears as well as, in respect of any Transaction Security Document governed by Spanish law, CEMEX España, S.A., New Sunward Holding B.V. and/or any other member of the Group which at the time is a shareholder in CEMEX España, S.A. and provides security over its shares in accordance with the relevant Transaction Security Document governed by Spanish law, appears) before a notary in Madrid to raise this Agreement and execute, ratify and raise any Transaction Security Document governed by Spanish law to the status of a Spanish Public Document provided that:

(A) restrictions on free movement of people imposed in England and Wales, France, Mexico, the Netherlands, Spain, Switzerland, USA and any other jurisdiction in which a shareholder of a member of the Group party to this Agreement is incorporated, as a result of, arising from or related to the COVID-19 pandemic have been lifted, otherwise cease to apply in whole or in part and, taking into account the position in relation to notarisation and apostilling processes, it has been specifically confirmed between the Borrower, the Agent and the relevant notaries that the necessary notarisation and apostilling can occur (such confirmation to be given as soon as it is reasonably practicable to reach the conclusion that the necessary notarisation and apostilling can occur); and

(B) the relevant date specified in the notice from the Agent is no sooner than fifteen Business Days after the date on which the Borrower, the Agent and the relevant notaries specifically confirm, pursuant to paragraph (A) above, that the necessary notarisation and apostilling can occur.

For the avoidance of doubt, only a maximum of three such notices may be given by the Agent provided that CEMEX shall not be obliged to appear additionally before a notary after an initial valid appearance by it if such additional appearance only relates to a Lender accession to the relevant documentation and nothing in this Clause 5.5 shall imply any obligation on the Borrower to ensure any Lender or the Agent or the Custodian or the Security Agent appear before such notary.

5.6 Registration in Mexico

On or before the date falling thirty Business Days after the date of this Agreement (unless otherwise agreed between the Borrower and the Agent), the Borrower shall ensure that the Security Agent has received evidence, in form and substance satisfactory to it (acting on the instructions of the Agent):

(A) of the amendment to the Facilities Agreement;

(B) of the extension until twelve months after the last Termination Date of the registration of the deed (*acta fuera de protocolo*) issued by a Mexican notary public containing the ratification of the execution of the amendment and restatement agreement in relation to the Mexican Security Trust Agreement with the *Registro Único de Garantías Mobiliarias* of Mexico;

(C) that the settlors (*Fideicomitentes*) party to the Mexican Security Trust, have given written notice to the Mexican Security Trustee of the execution of this Agreement and a copy of such document including the Amended Facilities Agreement, and that such settlors confirm that the Amended Facilities Agreement constitutes the *Contrato de Financiamiento Aplicable* (as defined in the Mexican Security Trust), notwithstanding the existence of other Secured Obligations (as defined in the Intercreditor Agreement); and

(D) that the Mexican Security Trustee has received and accepted the notice and confirmation described in paragraph (C) above.

6. Prepayment

On or before the date falling 5 Business Days after the Amendment Effective Date (unless otherwise agreed between the Borrower and the Agent), the Borrower shall prepay to the Agent (for the account of each Original Lender under Facility I, Facility J, Facility K, Facility L1, Facility L3 and Facility L4) an amount equal to each of the July 2021 Prepayments in respect of Facility I, Facility J, Facility K, Facility L1, Facility L3 and Facility L4.

7. Delayed Effectiveness and Draw Commitments

Immediately following the prepayment by the Borrower of the July 2021 Prepayments in accordance with paragraph 6 above, each of the Delayed Effectiveness and Draw Commitments made available by Santander España will become effective and capable of being drawn by the Borrower at the times and for the purposes as provided in the Amended Facilities Agreement, namely to repay Santander México's remaining outstanding Commitments that are drawn and outstanding under Facility L1, Facility L3 and Facility L4.

8. Costs and expenses

(A) The Borrower must pay the Extension Fee (as defined in the Invitation Memorandum) on the date that is twenty Business Days from the Amendment Effective Date; and

(B) The Borrower shall, within three Business Days of demand, reimburse (or procure the reimbursement of) the Agent and the Security Agent for the amount of all costs and expenses (including legal fees) reasonably incurred by either of them (and in the case of the Security Agent, by any Receiver or Delegate) in connection with the negotiation, preparation, printing and execution of this Agreement and any other documents referred to in this Agreement.

9. Miscellaneous

9.1 Incorporation of terms

The provisions of clause 34 (*Notices*), clause 36 (*Partial invalidity*), clause 37 (*Remedies and waivers*) and clause 42 (*Enforcement*) of the Facilities Agreement shall be incorporated into this Agreement as if set out in full in this Agreement and as if references in those clauses to "this Agreement" or "the Finance Documents" are references to this Agreement.

9.2 Counterparts

This Agreement may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Agreement.

9.3 Finance Documents

The execution, delivery and effectiveness of this Agreement shall not, except as expressly provided herein, operate as a waiver of any right, power or remedy of any Finance Party under any of the Finance Documents, nor, except as expressly provided herein, constitute a waiver or amendment of any provision of any of the Finance Documents.

10. Governing Law

This Agreement, and any non-contractual obligations arising out of or in connection with it, are governed by English law.

This Agreement has been entered into on the date stated at the beginning of this Agreement.

Schedule 1
The Original Parties

Part I
The Original Guarantors

Original Guarantor	Registration Number	Jurisdiction
CEMEX España, S.A.	A-46004214	Spain
CEMEX Concretos, S.A. de C.V.	CCO-740918-9M1	Mexico
New Sunward Holding B.V.	34133556	The Netherlands
CEMEX Corp.	File #: 2162255	Delaware, USA
CEMEX Finance LLC (formerly known as CEMEX España Finance LLC)	File #: 3654572	Delaware, USA
Cemex Research Group AG	CHE-113.951.069	Switzerland
CEMEX Asia B.V.	34228466	The Netherlands
CEMEX France Gestion (S.A.S.)	334 533 288 R.C.S. Créteil	France
CEMEX UK	05196131	England and Wales
CEMEX Africa & Middle East Investments B.V. (formerly known as CEMEX Egyptian Investments B.V.)	34108365	The Netherlands

Part II
The Original Security Providers

Original Security Provider	Registration Number	Jurisdiction
CEMEX, S.A.B. de C.V.	CEM-880726-UZA	Mexico
CEMEX Concretos, S.A. de C.V.	CCO-740918-9M1	Mexico
Cemex Innovation Holding Ltd. (formerly named CEMEX TRADEMARKS HOLDING Ltd.)	CHE-109.294.363	Switzerland
CEMEX Operaciones México, S.A. de C.V.	CDC-960913-SK6	Mexico
CEMEX Transporte, S.A. de C.V.	CTR-000410-NZ3	Mexico
Interamerican Investments, Inc.	File #: 2252951	Delaware, USA
New Sunward Holding B.V.	34133556	The Netherlands

Part III
The Original Lenders

Facility A to Facility M (excluding Facility L1, Facility L2, Facility L3 and Facility L4)

Name of Original Lender	Facility A Commitment	Facility B Commitment	Facility C Commitment	Facility D1 Commitment	Facility D2 Commitment	Facility E Commitment	Facility F Commitment	Facility G Commitment	Facility H Commitment	Facility I Commitment	Facility J Commitment	Facility K Commitment	Facility M Commitment
BBVA Bancomer S.A., Institución de Banca Múltiple, Grupo Financiero BBVA Bancomer	$ —	€ —	£ —	$ —	$ —	$ —	€ —	£ —	$ —	$77,455,618.18	€ —	£ —	$78,939,654.55
Banco Bilbao Vizcaya Argentaria, S.A.	$ —	€ —	£ —	$ —	$ —	$ —	€ —	£ —	$ —	$ —	€ 50,626,682.41	£ —	$ —
Banco Santander, S.A.	$ —	€ —	£ —	$ —	$ —	$ —	€	£ —	$ —	$ —	€115,937,569.171	£ 26,894,818.642	$ —

1 Delayed Effectiveness and Draw Commitments.

2 Delayed Effectiveness and Draw Commitments.

Name of Original Lender	Facility A Commitment	Facility B Commitment	Facility C Commitment	Facility D1 Commitment	Facility D2 Commitment	Facility E Commitment	Facility F Commitment	Facility G Commitment	Facility H Commitment	Facility I Commitment	Facility J Commitment	Facility K Commitment	Facility M Commitment
Banco Santander México, S.A., Institución de Banca Múltiple, Grupo Financiero Santander México	$ —	€ —	£ —	$ —	$ —	$ —	€ —	£ —	$ —	$ —	€ —	£ —	$78,939,654.55
Bank of America N.A., London Branch	$ —	€ —	£ —	$ —	$ —	$ —	€ —	£ —	$ —	$169,574,072.72	€ —	£33,618,523.30	$78,939,654.55
Citibank, N.A. International Banking Facility	$ —	€ —	£ —	$ —	$ —	$ —	€ —	£ —	$ —	$ —	€ —	£33,618,523.30	$ —
Banco Nacional de México, S.A., Integrante del Grupo Financiero Banamex	$ —	€ —	£ —	$ —	$ —	$ —	€ —	£ —	$ —	$169,574,072.72	€ —	£ —	$78,939,654.55

Name of Original Lender	Facility A Commitment	Facility B Commitment	Facility C Commitment	Facility D1 Commitment	Facility D2 Commitment	Facility E Commitment	Facility F Commitment	Facility G Commitment	Facility H Commitment	Facility I Commitment	Facility J Commitment	Facility K Commitment	Facility M Commitment
BNP PARIBAS, S.A. Sucursal en España	$ —	€ —	£ —	$ —	$ —	$ —	€ —	£ —	$ —	$ —	€ 60,752,018.89	£38,100,993.06	$ —
BNP PARIBAS, acting through its New York branch	$ —	€ —	£ —	$ —	$ —	$ —	€ —	£ —	$ —	$93,558,109.10	€ —	£ —	$78,939,654.5
ING Bank N.V., Dublin Branch	$ —	€ —	£ —	$ —	$ —	$ —	€ —	£ —	$ —	$ 8,771,072.73	€156,942,715.46	£17,929,879.09	$78,939,654.5
Crédit Agricole Corporate and Investment Bank	$ —	€ —	£ —	$ —	$ —	$ —	€ —	£ —	$ —	$96,481,800.00	€101,253,364.81	£ —	$78,939,654.5
Banco Mercantil del Norte, S.A., Institución de Banca Múltiple, Grupo Financiero Banorte	$ —	€ —	£ —	$ —	$ —	$ —	€ —	£ —	$ —	$ —	€ —	£ —	$78,939,654.5

Name of Original Lender	Facility A Commitment	Facility B Commitment	Facility C Commitment	Facility D1 Commitment	Facility D2 Commitment	Facility E Commitment	Facility F Commitment	Facility G Commitment	Facility H Commitment	Facility I Commitment	Facility J Commitment	Facility K Commitment	Facility M Commitment
JPMorgan Chase Bank, N.A.	$ —	€ —	£ —	$ —	$ —	$ —	€	£ —	$ —	$146,184,545.46	€ —	£ —	$146,184,545.45
Mizuho Bank, Ltd.	$ —	€ —	£ —	$ —	$ —	$ —	€ —	£ —	$ —	$ 96,481,800.00	€ 75,940,023.61	£22,412,348.86	$ 78,939,654.55
HSBC México, S.A., Institución de Banca Múltiple, Grupo Financiero HSBC	$ —	€ —	£ —	$ —	$ —	$ —	€ —	£ —	$ —	$ 86,832,501.81	€ —	£ —	$ 40,000,000.00
HSBC France, Sucursal en España	$ —	€	£ —	$ —	$ —	$ —	€ —	£ —	£ —	$ —	€ —	£30,929,041.43	$ 38,939,654.55
Intesa Sanpaolo S.p.A., New York Branch	$ —	€ —	£ —	$ —	$ —		€ —	£ —	$ —	$ 7,500,000.00	€134,199,134.20	£15,331,544.65	$ 67,500,000.00

Name of Original Lender	Facility A Commitment	Facility B Commitment	Facility C Commitment	Facility D1 Commitment	Facility D2 Commitment	Facility E Commitment	Facility F Commitment	Facility G Commitment	Facility H Commitment	Facility I Commitment	Facility J Commitment	Facility K Commitment	Facility M Commitme
Banco Nacional de Comercio Exterior, S.N.C.	$78,834,240.00	€ —	£ —	$13,986,720.00	$42,913,800.00	$ —	€ —	£ —	$ —	$ —	€ —	£ —	$
Export Development Canada	$ —	€ —	£ 61,326,178.62	$ —	$ —	$ —	€ —	£ —	$ —	$ —	€ —	£ —	$
Société Générale	$ —	€ —		$ —	$ —	$ —	€ —	£ —	$ —	$11,000,000.00	€46,753,246.75	£ —	$35,000,00
Banco Sabadell, S.A. Institución de Banca Múltiple	$ —	€ —	£ —	$ —	$ —	$ —	€ —	£ —	$ —	$14,350,000.00	€19,393,939.39	£ —	$18,900,00
Sumitomo Mitsui Banking Corporation	$ —	€ —	£ —	$ —	$ —	$ —	€ —	£ —	$ —	$20,500,000.00	€ 9,523,809.53	£3,832,886.16	$13,500,00
National Westminster Bank plc	$ —	€ —	£ —	$ —	$13,500,000.00	$ —	€ —	£27,980,068.99	$ —	$ —	€ —	£ —	$

Name of Original Lender	Facility A Commitment	Facility B Commitment	Facility C Commitment	Facility D1 Commitment	Facility D2 Commitment	Facility E Commitment	Facility F Commitment	Facility G Commitment	Facility H Commitment	Facility I Commitment	Facility J Commitment	Facility K Commitment	Facility M Commitment
Crédit Industriel et Commercial, London Branch	$ —	€ —	£ —	$ —	$ —	$ —	€ —	£ —	$ —	$3,300,000.00	€16,103,896.10	£ —	$8,100,000.00
Bayerische Landesbank, New York Branch	$ —	€8,658,008.66	£7,665,772.33	$ —	$ —	$ —	€ —	£ —	$ —	$ —	€ —	£ —	$ —

Facility L1, Facility L2, Facility L3 and Facility L4

Name of Original Lender	Facility L1 Commitment	Facility L2 Commitment	Facility L3 Commitment	Facility L4 Commitment
Banco Santander México, S.A., Institución de Banca Múltiple, Grupo Financiero Santander México	$102,329,181.81		£33,618,523.30	€58,220,684.77
Banco Mercantil del Norte, S.A., Institución de Banca Múltiple, Grupo Financiero Banorte	$213,429,436.36	Mex$3,622,887,847.61		
BBVA Bancomer S.A., Institución de Banca Múltiple, Grupo Financiero BBVA Bancomer	$ 77,500,000.00	Mex$1,315,534,600.00		
HSBC México, S.A., Institución de Banca Múltiple, Grupo Financiero HSBC	$ 86,250,000.00	Mex$1,464,062,700.00		
Banco Sabadell, S.A. Institución de Banca Múltiple	$ 14,350,000.00	Mex$ 243,586,084.00		

Schedule 2
Conditions Precedent

1. **Obligors**

(a) A certificate of an authorised signatory of each Obligor certifying that the constitutional documents previously delivered to the Agent for the purposes of the Facilities Agreement have not been amended and remain in full force and effect or a copy of its constitutional documents:

(i) in the case of an Obligor incorporated in Mexico, certified by a notary public or otherwise authenticated, including evidence of registration thereof before the relevant public registry;

(ii) in the case of an Obligor incorporated in Spain, being a certificate or excerpt from the relevant Mercantile Registry including the updated by-laws of that Obligor;

(iii) in the case of a Dutch Obligor, being a copy of the deed of incorporation (*oprichtingsakte*), an extract (*uittreksel*) from the Dutch Commercial Register (*Handelsregister*) and, where the articles of association have been amended since the date of incorporation, the articles of association (*statuten*);

(iv) in the case of a Swiss Obligor, an up-to-date certified copy of the articles of association (*Statuten*) and an up-to-date certified extract from the Commercial Register (*Handelsregister*); and

(v) in the case of a French Obligor, being its constitutive documents (*statuts*),

together with:

(vi) in the case of a French Obligor, an original extract (*extrait K-bis*) provided by the commercial and companies registry (*registre du commerce et des sociétés*), not more than 15 days old and a non-bankruptcy certificate (*certificat de recherche de procedures collectives*) provided by the commercial and companies registry (*registre du commerce et des sociétés*), not more than 15 days old; and

(vii) in the case of a U.S. Obligor, a copy of a good standing certificate, issued as of a recent date by the Secretary of State or other appropriate official of such U.S. Obligor's jurisdiction of incorporation or organisation and a certificate in form and substance satisfactory to the Agent of the chief financial officer, director of finance or other appropriate person as to the solvency of such U.S. Obligor.

(b) A copy of:

(i) in the case of an Obligor incorporated in Mexico, a power of attorney (duly notarised before a Mexican notary public) containing authority for acts of administration and execution of negotiable instruments, including, if applicable, evidence of registration thereof before the relevant public registry;

(ii) in the case of an Obligor incorporated in Spain, a certificate of the resolutions of such Obligor's board of directors issued by the secretary with the approval of the president of the board of directors and raised to public document status;

(iii) in the case of a Dutch Obligor, a resolution of the board of managing directors;

(iv) in the case of a Swiss Obligor, a unanimous resolution of the board of directors;

(v) in the case of a French Obligor, a copy of the resolution of the board of directors (or any other competent body); and

(vi) otherwise, a resolution of the board of directors,

of each Obligor:

(A) approving the terms of, and the transactions contemplated by, this Agreement and resolving that it execute this Agreement; and

(B) authorising a specified person or persons to execute this Agreement and any Transaction Security on its behalf,

together with, if not previously delivered to the Agent, in the case of an Obligor incorporated in Mexico, a power of attorney for lawsuits and collections (duly notarised before a Mexican notary public) in favour of the Process Agent, together with any necessary appointment and acceptance letter.

(c) If not previously delivered to the Agent for the purposes of the Facilities Agreement, a specimen of the signature of each person authorised by the document referred to in paragraph (b) above.

(d) A copy of:

(i) in the case of a Swiss Obligor, a unanimous shareholders' resolution approving the terms of, and the transactions contemplated by this Agreement and resolving that (A) the execution of this Agreement is approved and (B) the execution of the transactions contemplated by this Agreement is in its best interest;

(ii) in the case of a French Obligor, a resolution of the shareholder(s) approving the terms of, and the transactions contemplated by, this Agreement and the execution of this Agreement;

(iii) in case of an English Obligor, a copy of a resolution signed by all the holders of the issued shares in that Obligor, approving the terms of, and the transactions contemplated by, this Agreement and/or (as applicable) any document referred to in this Agreement which is to be entered into by or on behalf of that Obligor; and

(iv) in the case of the Borrower, a copy of a resolution by the board of the directors approving the terms of, and the transactions contemplated by, this Agreement and the execution of this Agreement.

(e) A certificate of an authorised signatory of each Obligor:

(i) confirming that borrowing or guaranteeing and/or (as applicable) granting Security in respect of the Total Commitments under the Amended Facilities Agreement would not cause any borrowing, guarantee, security or similar limit binding on that Obligor to be exceeded; and

(ii) certifying that each copy document relating to it specified in this Schedule 2 is correct, complete and in full force and effect as at a date no earlier than the date of this Agreement.

2. **Transaction Security**

(a) An amendment and security confirmation agreement governed by Swiss law in relation to the pledge of 1,947,382,051 shares in Cemex Innovation Holding Ltd. (formerly named CEMEX TRADEMARKS HOLDING Ltd.) entered into by the Borrower, Interamerican Investments Inc., and the Security Agent acting for itself and as direct representative (*direkter Stellvertreter*) in the name and for the account of all other pledgees.

(b) An agreed form of a deed of ratification and extension in relation to the share pledge agreement dated 8 November 2012 and ratified and extended on, amongst others, 29 July 2015 and 19 July 2017 relating to shares in CEMEX España, S.A. to be signed in accordance with Clause 5.5 (*Notarisation in Spain*) by the Exchanging Creditors (as defined in the Invitation Memorandum), the Agent, the depositary of the pledged shares, New Sunward Holding B.V., CEMEX, S.A.B. de C.V., CEMEX, España S.A. and the Security Agent.

3. **Legal Opinions**

Dutch law

(a) A legal opinion of Clifford Chance LLP, legal advisers to the Lenders as to Dutch law, substantially in the form distributed to the Agent, Security Agent and Lenders prior to signing this Agreement.

English law

(b) A legal opinion of Clifford Chance, S.L.P., legal advisers to the Lenders as to English law, substantially in the form distributed to the Agent, Security Agent and Lenders prior to signing this Agreement.

French law

(c) An incorporation and authority legal opinion of the in-house counsel of CEMEX France Gestion (S.A.S.) as to French law, substantially in the form distributed to the Agent, Security Agent and Lenders prior to signing this Agreement.

(d) A legal opinion of Clifford Chance Europe LLP, legal advisers to the Lenders as to French law, substantially in the form distributed to the Agent, Security Agent and Lenders prior to signing this Agreement.

Mexican law

(e) An incorporation and authority legal opinion of the in-house counsel of the Borrower as to Mexican law, substantially in the form distributed to the Agent, Security Agent and Lenders prior to signing this Agreement.

(f) A legal opinion of Galicia Abogados, S.C., legal adviser to the Lenders as to Mexican law, substantially in the form distributed to the Agent, Security Agent and Lenders prior to signing this Agreement.

Spanish law

(g) An incorporation and authority legal opinion of the in-house counsel of CEMEX España, S.A. as to Spanish law, substantially in the form distributed to the Agent, Security Agent and Lenders prior to signing this Agreement.

(h) A legal opinion of Clifford Chance, S.L.P., legal advisers to the Lenders as to Spanish law, substantially in the form distributed to the Agent, Security Agent and Lenders prior to signing this Agreement.

Swiss law

(i) A legal opinion of Bär & Karrer AG, legal advisers to the Lenders as to Swiss law, substantially in the form distributed to the Agent, Security Agent and Lenders prior to signing this Agreement.

US law (Delaware)

(j) A legal opinion of Skadden, Arps, Slate, Meagher & Flom LLP, legal advisers to the Borrower as to Delaware law, substantially in the form distributed to the Agent, Security Agent and Lenders prior to signing this Agreement.

Schedule 3
Amended Facilities Agreement

Signatures

Borrower

For and on behalf of **CEMEX, S.A.B. de C.V.**

By: /s/ Patricio Trevino Garza

Name: Patricio Trevino Garza

Title: Attorney-in-fact

The Original Guarantors

For and on behalf of **CEMEX España, S.A.**
By: /s/ Patricio Trevino Garza

Name: Patricio Trevino Garza

Title: Attorney-in-fact

For and on behalf of **CEMEX Concretos, S.A. de C.V.**

By: /s/ Patricio Trevino Garza

Name: Patricio Trevino Garza

Title: Attorney-in-fact

For and on behalf of **New Sunward Holding B.V.**

By: /s/ Patricio Trevino Garza

Name: Patricio Trevino Garza

Title: Attorney-in-fact

For and on behalf of **CEMEX Corp.**

By: /s/ Patricio Trevino Garza

Name: Patricio Trevino Garza

Title: Attorney-in-fact

For and on behalf of **CEMEX Finance LLC (formerly known as CEMEX España Finance LLC)**

By: /s/ Patricio Trevino Garza

Name: Patricio Trevino Garza

Title: Attorney-in-fact

For and on behalf of **Cemex Research Group AG**

By: /s/ Patricio Trevino Garza

Name: Patricio Trevino Garza

Title: Attorney-in-fact

For and on behalf of **CEMEX Asia B.V.**

By: /s/ Patricio Trevino Garza

Name: Patricio Trevino Garza

Title: Attorney-in-fact

For and on behalf of **CEMEX France Gestion (S.A.S.)**

By: /s/ Patricio Trevino Garza

Name: Patricio Trevino Garza

Title: Attorney-in-fact

For and on behalf of **CEMEX UK**

By: /s/ Patricio Trevino Garza

Name: Patricio Trevino Garza

Title: Attorney-in-fact

For and on behalf of **CEMEX Africa & Middle East Investments B.V. (formerly known as CEMEX Egyptian Investments B.V.)**

By: /s/ Patricio Trevino Garza

Name: Patricio Trevino Garza

Title: Attorney-in-fact

The Original Security Providers

For and on behalf of **CEMEX, S.A.B. de C.V.**

By: /s/ Patricio Trevino Garza

Name: Patricio Trevino Garza

Title: Attorney-in-fact

For and on behalf of **CEMEX Concretos, S.A. de C.V.**

By: /s/ Patricio Trevino Garza

Name: Patricio Trevino Garza

Title: Attorney-in-fact

For and on behalf of **CEMEX Operaciones México, S.A. de C.V.**

By: /s/ Patricio Trevino Garza

Name: Patricio Trevino Garza

Title: Attorney-in-fact

For and on behalf of **CEMEX Transporte, S.A. de C.V.**

By: /s/ Patricio Trevino Garza

Name: Patricio Trevino Garza

Title: Attorney-in-fact

For and on behalf of **Interamerican Investments, Inc.**

By: /s/ Patricio Trevino Garza

Name: Patricio Trevino Garza

Title: Attorney-in-fact

For and on behalf of **New Sunward Holding B.V.**

By: /s/ Patricio Trevino Garza

Name: Patricio Trevino Garza

Title: Attorney-in-fact

For and on behalf of **Cemex Innovation Holding Ltd. (formerly known as CEMEX TRADEMARKS HOLDING Ltd.)**

By: /s/ Patricio Trevino Garza

Name: Patricio Trevino Garza

Title: Attorney-in-fact

Agent

For and on behalf of **CITIBANK EUROPE PLC, UK BRANCH**, in its capacity as Agent for itself and for and on behalf of each Lender and each Exchanging Creditor (as defined in the Invitation Memorandum)

By: /s/ Alasdair Garnham

Security Agent

For and on behalf of **WILMINGTON TRUST (LONDON) LIMITED**

By: /s/ Sajada Afzal

Agreed form attached as Schedule 3 to the Amendment and Restatement Agreement

CEMEX, S.A.B. DE C.V.
AS BORROWER

BANCO MERCANTIL DEL NORTE, S.A., INSTITUCIÓN DE BANCA MÚLTIPLE, GRUPO FINANCIERO BANORTE, BANCO SANTANDER (MÉXICO), S.A., INSTITUCIÓN DE BANCA MÚLTIPLE, GRUPO FINANCIERO SANTANDER MÉXICO, BBVA BANCOMER, S.A. INSTITUCIÓN DE BANCA MÚLTIPLE GRUPO FINANCIERO BBVA BANCOMER, BNP PARIBAS SECURITIES CORP., CITIGROUP GLOBAL MARKETS INC., CRÉDIT AGRICOLE CORPORATE AND INVESTMENT BANK, HSBC SECURITIES (USA) INC., ING CAPITAL LLC, JPMORGAN CHASE BANK, N.A., MIZUHO BANK, LTD. AND MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED
AS JOINT MANDATED LEAD ARRANGERS AND BOOKRUNNERS

THE FINANCIAL INSTITUTIONS NAMED HEREIN
AS ORIGINAL LENDERS

AND

CITIBANK EUROPE PLC, UK BRANCH
ACTING AS AGENT

AND

WILMINGTON TRUST (LONDON) LIMITED
ACTING AS SECURITY AGENT

FACILITIES AGREEMENT

CONTENTS

THIS AGREEMENT is dated 19 July 2017 (the "**date of this Agreement**"), as amended on the 2019 Amendment Effective Date, the 2019 Further Amendment Effective Date, the 2020 Amendment Effective Date and on the 2020 Further Amendment Effective Date and made between:

(1) **CEMEX, S.A.B. de C.V.** (the "**Borrower**");

(2) **THE SUBSIDIARIES** of the Borrower listed in Part I of Schedule 1 (*The Original Parties*) as guarantors (the "**Original Guarantors**");

(3) **THE SUBSIDIARIES** of the Borrower listed in Part I of Schedule 1 (*The Original Parties*) as security providers (together with the Borrower, the "**Original Security Providers**");

(4) **THE FINANCIAL INSTITUTIONS** listed in Part II, Part III and Part IV (*The Original Lenders*) of Schedule 1 (*The Original Parties*) as original lenders (the "**Original Lenders**");

(5) **CITIBANK EUROPE PLC, UK BRANCH** as agent of the Finance Parties (other than itself) (the "**Agent**"); and

(6) **WILMINGTON TRUST (LONDON) LIMITED** as security agent of the Secured Parties (the "**Security Agent**"),

it being understood that the following entities shall be joint mandated lend arrangers and bookrunners (whether acting individually or together, the "**Arranger**"): **BANCO MERCANTIL DEL NORTE, S.A., INSTITUCIÓN DE BANCA MÚLTIPLE, GRUPO FINANCIERO BANORTE, BANCO SANTANDER (MÉXICO), S.A., INSTITUCIÓN DE BANCA MÚLTIPLE, GRUPO FINANCIERO SANTANDER MÉXICO**, **BBVA BANCOMER, S.A. INSTITUCIÓN DE BANCA MÚLTIPLE GRUPO FINANCIERO BBVA BANCOMER**, **BNP PARIBAS SECURITIES CORP.**, **CITIGROUP GLOBAL MARKETS INC.**, **CRÉDIT AGRICOLE CORPORATE AND INVESTMENT BANK**, **HSBC SECURITIES (USA) INC.**, **ING CAPITAL LLC**, **JPMORGAN CHASE BANK, N.A.**, **MIZUHO BANK, LTD.** and **MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED**.

IT IS AGREED as follows:

SECTION 1
INTERPRETATION

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement:

"**2017 Amendment Intercreditor Effective Date**" means the date on which all amounts payable to the Lenders under (and as defined in) the Existing Club Loan Agreement have been paid or repaid.

"**2019 Amendment Agreement**" means the amendment and restatement agreement in relation to this Agreement dated on or about 2 April 2019 between, amongst others, the Borrower and the Agent.

"**2019 Amendment Effective Date**" means the Amendment Effective Date as defined in the 2019 Amendment Agreement.

"**2019 Consent Request**" means the consent request made by the Borrower pursuant to and in accordance with the 2019 Invitation Memorandum.

"**2019 Exchange and Discharge Offer**" means the exchange and discharge offer made by the Borrower pursuant to and in accordance with the 2019 Invitation Memorandum.

"**2019 Further Amendment Agreement**" means the amendment and restatement agreement in relation to this Agreement dated 1 November 2019 between, amongst others, the Borrower and the Agent.

"**2019 Further Amendment Effective Date**" means the Amendment Effective Date as defined in the 2019 Further Amendment Agreement.

"**2019 Invitation Memorandum**" means the invitation memorandum dated 21 February 2019 combining the 2019 Exchange and Discharge Offer and the 2019 Consent Request, as updated or amended in accordance with its terms.

"**2019 Second Consent Request**" means the consent request entitled "CEMEX, S.A.B. de C.V.: Consent Request addressed to all Creditors under the Facilities Agreement" dated 4 October 2019.

"**2020 Amendment Agreement**" means the amendment agreement in relation to this Agreement dated 22 May 2020 between, amongst others, the Borrower and the Agent.

"**2020 Amendment Effective Date**" means the Amendment Effective Date as defined in the 2020 Amendment Agreement.

"**2020 Consent Request**" means the consent request entitled "CEMEX, S.A.B. de C.V.: Consent Request addressed to all Creditors under the Facilities Agreement" dated 23 April 2020.

"**2020 Exchange and Discharge Offer**" means the exchange and discharge offer made by the Borrower pursuant to and in accordance with the 2020 Invitation Memorandum.

"**2020 Further Amendment Agreement**" means the amendment and restatement agreement in relation to this Agreement dated on or about 13 October 2020 between, amongst others, the Borrower and the Agent.

"**2020 Further Amendment Effective Date**" means the Amendment Effective Date as defined in the 2020 Further Amendment Agreement.

"**2020 Invitation Memorandum**" means the invitation memorandum dated 8 September 2020 combining the 2020 Exchange and Discharge Offer and the 2020 Second Consent Request, as updated or amended in accordance with its terms.

"**2020 Second Consent Request**" means the consent request made by the Borrower pursuant to and in accordance with the 2020 Invitation Memorandum.

"**2020 Subordinated Convertible Notes**" means:

(a) the $200,000,000 3.72% subordinated optional convertible securities issued by the Borrower on 13 March 2015 maturing on 15 March 2020; and

(b) the $321,114,000 3.72% subordinated optional convertible securities issued by the Borrower on 28 May 2015 maturing on 15 March 2020.

"**Acceptable Bank**" means:

(a) a bank or financial institution which has a rating for its long-term unsecured and non credit-enhanced debt obligations of BBB or higher by S&P, BBB or higher by Fitch or Baa2 or higher by Moody's or a comparable rating from an internationally recognised credit rating agency;

(b) any other bank or financial institution in a jurisdiction in which a member of the Group conducts commercial operations where such member of the Group, in the ordinary course of trading, subscribes for certificates of deposit issued by such bank or financial institution; or

(c) any other bank or financial institution approved by the Agent.

"**Accession Letter**" means a document substantially in the form set out in Schedule 7 (*Form of Accession Letter*).

"**Accordion Confirmation**" means a confirmation substantially in the form set out in Schedule 16 (*Form of Accordion Confirmation*).

"**Accordion Lender**" has the meaning given to that term in Clause 2.2 (*Accordion*).

"**Accordion Lender's Facility A Commitment**" means, for any Accordion Lender, the amount listed in the table in the Schedule (*Relevant Commitment/rights and obligations to be assumed by the Accordion Lender*) to the Accordion Confirmation of that Accordion Lender under that heading.

"**Accordion Lender's Facility B Commitment**" means, for any Accordion Lender, the amount listed in the table in the Schedule (*Relevant Commitment/rights and obligations to be assumed by the Accordion Lender*) to the Accordion Confirmation of that Accordion Lender under that heading.

"**Accordion Lender's Facility C Commitment**" means, for any Accordion Lender, the amount listed in the table in the Schedule (*Relevant Commitment/rights and obligations to be assumed by the Accordion Lender*) to the Accordion Confirmation of that Accordion Lender under that heading.

"**Accordion Lender's Facility D1 Commitment**" means, for any Accordion Lender, the amount listed in the table in the Schedule (*Relevant Commitment/rights and obligations to be assumed by the Accordion Lender*) to the Accordion Confirmation of that Accordion Lender under that heading.

"**Accordion Lender's Facility D2 Commitment**" means, for any Accordion Lender, the amount listed in the table in the Schedule (*Relevant Commitment/rights and obligations to be assumed by the Accordion Lender*) to the Accordion Confirmation of that Accordion Lender under that heading.

"**Accordion Lender's Facility E Commitment**" means, for any Accordion Lender, the amount listed in the table in the Schedule (*Relevant Commitment/rights and obligations to be assumed by the Accordion Lender*) to the Accordion Confirmation of that Accordion Lender under that heading.

"**Accordion Lender's Facility F Commitment**" means, for any Accordion Lender, the amount listed in the table in the Schedule (*Relevant Commitment/rights and obligations to be assumed by the Accordion Lender*) to the Accordion Confirmation of that Accordion Lender under that heading.

"**Accordion Lender's Facility G Commitment**" means, for any Accordion Lender, the amount listed in the table in the Schedule (*Relevant Commitment/rights and obligations to be assumed by the Accordion Lender*) to the Accordion Confirmation of that Accordion Lender under that heading.

"**Accordion Lender's Facility H Commitment**" means, for any Accordion Lender, the amount listed in the table in the Schedule (*Relevant Commitment/rights and obligations to be assumed by the Accordion Lender*) to the Accordion Confirmation of that Accordion Lender under that heading.

"**Accordion Lender's Facility I Commitment**" means, for any Accordion Lender, the amount listed in the table in the Schedule (*Relevant Commitment/rights and obligations to be assumed by the Accordion Lender*) to the Accordion Confirmation of that Accordion Lender under that heading.

"**Accordion Lender's Facility J Commitment**" means, for any Accordion Lender, the amount listed in the table in the Schedule (*Relevant Commitment/rights and obligations to be assumed by the Accordion Lender*) to the Accordion Confirmation of that Accordion Lender under that heading.

"**Accordion Lender's Facility K Commitment**" means, for any Accordion Lender, the amount listed in the table in the Schedule (*Relevant Commitment/rights and obligations to be assumed by the Accordion Lender*) to the Accordion Confirmation of that Accordion Lender under that heading.

"**Accordion Lender's Facility L1 Commitment**" means, for any Accordion Lender, the amount listed in the table in the Schedule (*Relevant Commitment/rights and obligations to be assumed by the Accordion Lender*) to the Accordion Confirmation of that Accordion Lender under that heading.

"**Accordion Lender's Facility L2 Commitment**" means, for any Accordion Lender, the amount listed in the table in the Schedule (*Relevant Commitment/rights and obligations to be assumed by the Accordion Lender*) to the Accordion Confirmation of that Accordion Lender under that heading.

"**Accordion Lender's Facility L3 Commitment**" means, for any Accordion Lender, the amount listed in the table in the Schedule (*Relevant Commitment/rights and obligations to be assumed by the Accordion Lender*) to the Accordion Confirmation of that Accordion Lender under that heading.

"**Accordion Lender's Facility L4 Commitment**" means, for any Accordion Lender, the amount listed in the table in the Schedule (*Relevant Commitment/rights and obligations to be assumed by the Accordion Lender*) to the Accordion Confirmation of that Accordion Lender under that heading.

"**Accordion Lender's Facility M Commitment**" means, for any Accordion Lender, the amount listed in the table in the Schedule (*Relevant Commitment/rights and obligations to be assumed by the Accordion Lender*) to the Accordion Confirmation of that Accordion Lender under that heading.

"**Alternate Peso Rate**" means, (i) the rate specified by Banco de México as the substitute rate of the TIIE or (ii) if Banco de México does not specify such substitute rate, (A) the rate for the *Certificados de la Tesorería de la Federación* for a term equal to the relevant Interest Period or such other period as is most nearly equal to the relevant Interest Period, published by Banco de México or on its official web site (www.banxico.org.mx) (the "**Cetes Rate**") plus the excess (if any) of (x) the average of the TIIE for each day during the 30-day period immediately prior to the date on which the TIIE ceased to be published (the "**Measurement Period**") over (y) the average of the Cetes Rate for each day during the Measurement Period or (B) if Banco de México does not publish a substitute rate for the TIIE or the Cetes Rate, the Costo de Captación a Plazo de Pasivos en Moneda Nacional published by Banco de México on its official web site (www.banxico.org.mx) (the "**CCP Rate**") plus the excess (if any) of (x) the average of the TIIE for each day during the Measurement Period over (y) the average of the CCP Rate for each day during the Measurement Period.

In the event Banco de México does not publish or ceases to publish, as the case may be, (at the same time) the TIIE, a substitute rate of the TIIE, the Cetes Rate and the CCP Rate, the Agent (on behalf of the Lenders) shall agree with the Borrower, in writing and in good faith, the applicable Alternate Peso Rate; provided, however that: (i) as of the date on which the TIIE, such substitute rate, the Cetes Rate and the CCP Rate cease to be published, as the case may be, and until such date on which any of such rates or an alternate rate for any of such rates is published or republished, or the Agent and the Borrower agree on an alternate interest rate, the Alternate Peso Rate shall be the interest rate that was applied to the Interest Period immediately preceding such cessation; (ii) in the event none of such rates is published during a period of 30 days or more, and the Borrower and the Agent have not agreed on an alternate interest rate, the applicable interest rate shall be the rate per annum offered by the Reference Peso Banks to banks for inter-bank loans for periods similar to the relevant Interest Period on the first day of the relevant Interest Period or if such day is not a Business Day on the immediately preceding Business Day, which the Agent shall obtain and notify in writing to the Borrower on the first day of each Interest Period; and (iii) any interest rate determined pursuant to subparagraphs (i) and (ii) above shall cease to apply as soon as Banco de México publishes or republishes the TIIE, the Cetes Rate or the CCP Rate or such substitute rate.

"**Additional Guarantor**" means a company that becomes an Additional Guarantor in accordance with Clause 28 (*Changes to the Obligors*).

"**Additional Obligor**" means an Additional Guarantor or an Additional Security Provider.

"**Additional Security Provider**" means a company that becomes an Additional Security Provider in accordance with Clause 28 (*Changes to the Obligors*).

"**Affiliate**" means, in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company.

"**Agent's Spot Rate of Exchange**" means the Agent's spot rate of exchange for the purchase of the relevant currency with the Base Currency in the London foreign exchange market at or about 11:00 a.m. on a particular day.

"**Annual KPI Target**" has the meaning given to that term in Schedule 17 (*Sustainability-Linked Loans – KPIs*).

"**Applicable GAAP**" means:

(a) in the case of the Borrower, IFRS;

(b) in the case of CEMEX España, Spanish GAAP or, if adopted by CEMEX España in accordance with Clause 20.3 (*Requirements as to financial statements*), IFRS; and

(c) in the case of any other Obligor, the generally accepted accounting principles applying to it in the country of its incorporation or in a jurisdiction agreed to by the Agent or, if adopted by the relevant Obligor, IFRS.

"**Asset Swap**" has the meaning given to such term in paragraph (f) of the definition of Permitted Acquisition.

"**Assignment Agreement**" means an agreement substantially in the form set out in Schedule 6 (*Form of Assignment Agreement*) or any other form agreed between the relevant assignor and assignee **provided that** if that other form does not contain the undertaking in the form set out in Schedule 6 (*Form of Assignment Agreement*) in respect of clause 14.6 of the Intercreditor Agreement, it shall not be a Creditor/Agent/Security Agent Accession Undertaking as defined in, and for the purposes of, the Intercreditor Agreement.

"**Authorisation**" means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration.

"**Authorised Signatory**" means, in relation to any Obligor, any person who is duly authorised and in respect of whom the Agent has received a certificate signed by a director, officer or another Authorised Signatory of such Obligor setting out the name and signature of such person and confirming such person's authority to act.

"**Availability Period**" means:

(a) in relation to Facility A:

(i) in relation to any Utilisation of Facility A, the period from and including the date of this Agreement to and including the date falling 30 Business Days after the date of this Agreement; and

(ii) in respect of an increase in the Facility A Commitments pursuant to Clause 2.2 (*Accordion*), in relation to the Utilisation in respect of the increased Facility A Commitment(s) of the Accordion Lender(s), the period from and including the Increase Date on which that increase becomes effective to and including the later of the date (i) falling 30 Business Days after the date of this Agreement and (ii) falling 15 Business Days after such Increase Date;

(b) in relation to Facility B:

(i) in relation to any Utilisation of Facility B, the period from and including the date of this Agreement to and including the date falling 30 Business Days after the date of this Agreement; and

(ii) in respect of an increase in the Facility B Commitments pursuant to Clause 2.2 (*Accordion*), in relation to the Utilisation of Facility B following that increase, the period from and including the Increase Date on which that increase becomes effective to and including the later of the date (i) falling 30 Business Days after the date of this Agreement and (ii) falling 15 Business Days after such Increase Date;

(c) in relation to Facility C:

(i) in relation to any Utilisation of Facility C, the period from and including the date of this Agreement to and including the date falling 30 Business Days after the date of this Agreement; and

(ii) in respect of an increase in the Facility C Commitments pursuant to Clause 2.2 (*Accordion*), in relation to the Utilisation of Facility C following that increase, the period from and including the Increase Date on which that increase becomes effective to and including the later of the date (i) falling 30 Business Days after the date of this Agreement and (ii) falling 15 Business Days after such Increase Date;

(d) in relation to Facility D1:

(i) in relation to any Utilisation of Facility D1, the period from and including the date of this Agreement up to and including 14 February 2018 (or, if such day is not a Business Day, the Business Day falling immediately after that date); and

(ii) in respect of an increase in the Facility D1 Commitments pursuant to Clause 2.2 (*Accordion*), in relation to the Utilisation of Facility D1 following that increase, the period from and including the Increase Date on which that increase becomes effective to and including the later of (i) 14 February 2018 (or, if such day is not a Business Day, the Business Day falling immediately after that date) and (ii) the date falling 15 Business Days after such Increase Date;

(e) in relation to Facility D2:

(i) in relation to any Utilisation of Facility D2, the period from and including the date of this Agreement to and including the date falling 30 Business Days prior to the Termination Date; and

(ii) in respect of an increase in the Facility D2 Commitments pursuant to Clause 2.2 (*Accordion*), in relation to the Utilisation of Facility D2 following that increase, the period from and including the Increase Date on which that increase becomes effective to and including the date falling 30 Business Days prior to the Termination Date;

(f) in relation to Facility E:

(i) in relation to the first Utilisation of Facility E, the 2019 Amendment Effective Date[1]; and

(ii) in respect of an increase in the Facility E Commitments pursuant to Clause 2.2 (*Accordion*), in relation to the Utilisation in respect of the increased Facility E Commitment(s) of the Accordion Lender(s), the period from and including the Increase Date on which that increase becomes effective to and including the date falling 15 Business Days after such Increase Date;

(g) in relation to Facility F:

(i) in relation to the first Utilisation of Facility F, the 2019 Amendment Effective Date[2]; and

(ii) in respect of an increase in the Facility F Commitments pursuant to Clause 2.2 (*Accordion*), in relation to the Utilisation in respect of the increased Facility F Commitment(s) of the Accordion Lender(s), the period from and including the Increase Date on which that increase becomes effective to and including the date falling 15 Business Days after such Increase Date;

(h) in relation to Facility G:

1 As of the 2019 Amendment Effective Date, Facility E will be deemed to be fully drawn due to the operation of Clause 5.4 (*Deemed Utilisations*).

2 As of the 2019 Amendment Effective Date, Facility F will be deemed to be fully drawn due to the operation of Clause 5.4 (*Deemed Utilisations*).

(i) in relation to the first Utilisation of Facility G, the 2019 Amendment Effective Date[3]; and

(ii) in respect of an increase in the Facility G Commitments pursuant to Clause 2.2 (*Accordion*), in relation to the Utilisation in respect of the increased Facility G Commitment(s) of the Accordion Lender(s), the period from and including the Increase Date on which that increase becomes effective to and including the date falling 15 Business Days after such Increase Date;

(i) in relation to Facility H:

(i) in relation to the first Utilisation of Facility H, the 2019 Amendment Effective Date[4]; and

(ii) in respect of an increase in the Facility H Commitments pursuant to Clause 2.2 (*Accordion*), in relation to the Utilisation in respect of the increased Facility H Commitment(s) of the Accordion Lender(s), the period from and including the Increase Date on which that increase becomes effective to and including the date falling 15 Business Days after such Increase Date;

(j) in relation to Facility I:

(i) in relation to the first Utilisation of Facility I, the 2020 Further Amendment Effective Date[5]; and

(ii) in respect of an increase in the Facility I Commitments pursuant to Clause 2.2 (*Accordion*), in relation to the Utilisation in respect of the increased Facility I Commitment(s) of the Accordion Lender(s), the period from and including the Increase Date on which that increase becomes effective to and including the date falling 15 Business Days after such Increase Date;

(k) in relation to Facility J:

(i) in relation to the first Utilisation of Facility J (other than in relation to the Delayed Effectiveness and Draw Commitments under Facility J), the 2020 Further Amendment Effective Date[6];

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3 As of the 2019 Amendment Effective Date, Facility G will be deemed to be fully drawn due to the operation of Clause 5.4 (*Deemed Utilisations*).

4 As of the 2019 Amendment Effective Date, Facility H will be deemed to be fully drawn due to the operation of Clause 5.4 (*Deemed Utilisations*).

5 As of the 2020 Further Amendment Effective Date, Facility I will be deemed to be fully drawn due to the operation of Clause 5.4 (*Deemed Utilisations*).

6 As of the 2020 Further Amendment Effective Date, Facility J (other than in relation to the Delayed Effectiveness and Draw Commitments under Facility J) will be deemed to be fully drawn due to the operation of Clause 5.4 (*Deemed Utilisations*).

(ii) in relation to the Utilisation of the Delayed Effectiveness and Draw Commitments under Facility J, the period from the time immediately following the July 2021 Prepayments to and including:

(A) the date falling 20 Business Days after that date; or

(B) such later date as Santander España (in respect of its Delayed Effectiveness and Draw Commitments under Facility J) and the Borrower agree; and

(iii) in respect of an increase in the Facility J Commitments pursuant to Clause 2.2 (*Accordion*), in relation to the Utilisation in respect of the increased Facility J Commitment(s) of the Accordion Lender(s), the period from and including the Increase Date on which that increase becomes effective to and including the date falling 15 Business Days after such Increase Date;

(l) in relation to Facility K:

(i) in relation to the first Utilisation of Facility K (other than in relation to the Delayed Effectiveness and Draw Commitments under Facility K), the 2020 Further Amendment Effective Date[7];

(ii) in relation to the Utilisation of the Delayed Effectiveness and Draw Commitments under Facility K, the period from the time immediately following the July 2021 Prepayments to and including:

(A) the date falling 20 Business Days after that date; or

(B) such later date as Santander España (in respect of its Delayed Effectiveness and Draw Commitments under Facility K) and the Borrower agree; and

(iii) in respect of an increase in the Facility K Commitments pursuant to Clause 2.2 (*Accordion*), in relation to the Utilisation in respect of the increased Facility K Commitment(s) of the Accordion Lender(s), the period from and including the Increase Date on which that increase becomes effective to and including the date falling 15 Business Days after such Increase Date;

(m) in relation to Facility L1:

(i) in relation to the first Utilisation of Facility L1, the 2020 Further Amendment Effective Date[8]; and

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7 As of the 2020 Further Amendment Effective Date, Facility K (other than in relation to the Delayed Effectiveness and Draw Commitments under Facility K) will be deemed to be fully drawn due to the operation of Clause 5.4 (*Deemed Utilisations*).

8 As of the 2020 Further Amendment Effective Date, Facility L1 will be deemed to be fully drawn due to the operation of Clause 5.4 (*Deemed Utilisations*).

(ii) in respect of an increase in the Facility L1 Commitments pursuant to Clause 2.2 (*Accordion*), in relation to the Utilisation in respect of the increased Facility L1 Commitment(s) of the Accordion Lender(s), the period from and including the Increase Date on which that increase becomes effective to and including the date falling 15 Business Days after such Increase Date;

(n) in relation to Facility L2:

(i) in relation to the first Utilisation of Facility L2, the period from the time immediately following the July 2021 Prepayments[9] to and including:

(A) the date falling 20 Business Days after that date; or

(B) such later date as the Lenders of the Facility L2 Commitments and the Borrower agree; and

(ii) in respect of an increase in the Facility L2 Commitments pursuant to Clause 2.2 (*Accordion*), in relation to the Utilisation in respect of the increased Facility L2 Commitment(s) of the Accordion Lender(s), the period from and including the Increase Date on which that increase becomes effective to and including the date falling 15 Business Days after such Increase Date;

(o) in relation to Facility L3:

(i) in relation to the first Utilisation of Facility L3, the 2020 Further Amendment Effective Date[10]; and

(ii) in respect of an increase in the Facility L3 Commitments pursuant to Clause 2.2 (*Accordion*), in relation to the Utilisation in respect of the increased Facility L3 Commitment(s) of the Accordion Lender(s), the period from and including the Increase Date on which that increase becomes effective to and including the date falling 15 Business Days after such Increase Date;

(p) in relation to Facility L4:

(i) in relation to the first Utilisation of Facility L4, the 2020 Further Amendment Effective Date[11]; and

(ii) in respect of an increase in the Facility L4 Commitments pursuant to Clause 2.2 (*Accordion*), in relation to the Utilisation in respect of the increased Facility L4 Commitment(s) of the Accordion Lender(s), the period from and including the Increase Date on which that increase becomes effective to and including the date falling 15 Business Days after such Increase Date; and

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9 As of the time immediately following the July 2021 Prepayments, Facility L2 will not be deemed to be fully drawn but amounts will be made available pursuant to a Utilisation Request in relation to Facility L2.

10 As of the 2020 Further Amendment Effective Date, Facility L3 will be deemed to be fully drawn due to the operation of Clause 5.4 (*Deemed Utilisations*).

11 As of the 2020 Further Amendment Effective Date, Facility L4 will be deemed to be fully drawn due to the operation of Clause 5.4 (*Deemed Utilisations*).

(q) in relation to Facility M:

(i) in relation to any Utilisation of Facility M, the period from and including the 2020 Further Amendment Effective Date to and including the date falling 30 Business Days prior to the Termination Date[12]; and

(ii) in respect of an increase in the Facility M Commitments pursuant to Clause 2.2 (*Accordion*), in relation to the Utilisation of Facility M following that increase, the period from and including the Increase Date on which that increase becomes effective to and including the date falling 30 Business Days prior to the Termination Date.

"**Available Commitment**" means, in relation to a Facility, a Lender's Commitment under that Facility minus:

(a) the Base Currency Amount of its participation in any outstanding Loans under that Facility; and

(b) in relation to any proposed Utilisation, the Base Currency Amount of its participation in any Loans that are due to be made under that Facility on or before the proposed Utilisation Date,

but without subtracting, in relation to any proposed Utilisation under Facility D2 or Facility M (as applicable) (or any other revolving Facility established pursuant to Clause 2.2 (*Accordion*)), that Lender's participation in any Facility D2 Loans or Facility M Loans (as applicable) (or Loans under that other revolving Facility established pursuant to Clause 2.2 (*Accordion*)) that are due to be repaid or prepaid on or before the proposed Utilisation Date.

"**Available Facility**" means, in relation to a Facility, the aggregate for the time being of each Lender's Available Commitment in respect of that Facility.

"**Base Currency**" means dollars.

"**Base Currency Amount**" means, in relation to a Loan, the amount specified in the Utilisation Request delivered by the Borrower for that Loan (or, in relation to several Loans, in relation to any of those Loans not denominated in the Base Currency, that amount converted into the Base Currency at the Agent's Spot Rate of Exchange on the date which is three Business Days before the conversion is applied for the purposes of this Agreement or, if later, on the date the Agent receives the request requiring the conversion for the purpose of this Agreement) and as adjusted in all cases to reflect any repayment (other than, in relation to the Term Facilities, a repayment arising from a change of currency), prepayment, consolidation or division of a Loan.

12 As of the 2020 Further Amendment Effective Date, Facility M will be deemed to be drawn in the amount equal to the drawn amount of Facility D2 from Facility D2 Lenders exchanging and discharging into Facility M in accordance with the 2020 Exchange and Discharge Offer, due to the operation of Clause 5.4 (*Deemed Utilisations*).

"**Break Costs**" means the amount (if any) by which:

(a) the interest (excluding any Margin) which a Lender should have received for the period from the date of receipt of all or any part of its participation in a Loan or Unpaid Sum to the last day of the current Interest Period in respect of that Loan or Unpaid Sum, had the principal amount or Unpaid Sum received been paid on the last day of that Interest Period;

exceeds:

(b) the amount of interest which that Lender would be able to obtain by placing an amount equal to the principal amount or Unpaid Sum received by it on deposit with a leading bank in the Relevant Interbank Market for a period starting on the Business Day following receipt or recovery and ending on the last day of the current Interest Period.

"**Business Day**" means a day (other than a Saturday or Sunday) on which banks are open for general business in London, New York City and Mexico City (in the case of Mexico City, if applicable, as specified by applicable law or a Governmental Authority) and, in relation to any date for payment or purchase of euro, which is a TARGET Day.

"**Caliza**" means CEMEX LATAM Holdings, S.A.

"**Caliza Capital Expenditure**" means Capital Expenditure permitted by paragraph (d) of Clause 21.2 (*Financial condition*) to be invested in the Caliza Group.

"**Caliza Expansion Capital**" means (without double counting) any:

(a) Caliza Capital Expenditure;

(b) amount of any investment by a member of the Caliza Group to finance any Joint Venture entered into by a member of the Caliza Group; and

(c) amount of the consideration for an acquisition made under paragraph (j) of the definition of Permitted Acquisition.

"**Caliza Expansion Capital Permitted Limit**" means $500,000,000 (or its equivalent).

"**Caliza Group**" means Caliza and its Subsidiaries for the time being.

"**Caliza Offering Option**" has the meaning given to such term in paragraph (b) of the definition of Caliza Transaction.

"**Caliza Proceeds**" means the cash proceeds received by any member of the Group from a Caliza Transaction.

"**Caliza Transaction**" means:

(a) a Disposal by a member of the Group of any shares in Caliza to a person who is not a member of the Group; or

(b) an offering of shares in Caliza and including any put or other option (a "**Caliza Offering Option**") entered into with one or more financial institutions in respect of any share lending, over-allotment or other similar arrangement in connection with an offering of shares in Caliza **provided that** the exercise period for such put or other option shall be no longer than 30 days from the settlement date of the offering of shares in Caliza,

(in either case) whether by way of a single transaction or a series of transactions and which does not breach Clause 22.21 (*Disposals*) or Clause 22.32 (*Caliza and Centurion*).

"**Cash Equivalent Investments**" means at any time:

(a) certificates of deposit maturing within one year after the relevant date of calculation and issued by an Acceptable Bank;

(b) any investment in marketable debt obligations issued or expressly guaranteed by the government of Mexico, the United States of America (or any state thereof (including any political subdivision of such state)), the United Kingdom, any member state of the European Economic Area or any Participating Member State or any member state of NAFTA or an agreement that replaces NAFTA (or any other jurisdiction in which a member of the Group conducts commercial operations if that member of the Group makes investments in such debt obligations in the ordinary course of its trading) or by an instrumentality or agency of any of them having an equivalent credit rating, maturing within one year after the relevant date of calculation and not convertible into or exchangeable for any other security;

(c) commercial paper not convertible into or exchangeable for any other security:

(i) for which a recognised trading market exists;

(ii) issued by an issuer incorporated in Mexico, the United States of America (or any state thereof (including any political subdivision of such state)), the United Kingdom, any member state of the European Economic Area or any Participating Member State or any member state of NAFTA or an agreement that replaces NAFTA (or any other jurisdiction in which a member of the Group makes investments in such debt obligations in the ordinary course of trading);

(iii) which matures within one year after the relevant date of calculation; and

(iv) which has a credit rating of either A-1 or higher by S&P or F1 or higher by Fitch or P-1 or higher by Moody's, or, if no rating is available in respect of the commercial paper, the issuer of which has, in respect of its long-term unsecured and non credit-enhanced debt obligations, an equivalent rating;

(d) sterling bills of exchange eligible for rediscount at the Bank of England and accepted by an Acceptable Bank (or their dematerialised equivalent);

(e) any investment in money market funds which (i) have a credit rating of either A-1 or higher by S&P or F1 or higher by Fitch or P-1 or higher by Moody's, (ii) which invest substantially all their assets in securities of the types described in paragraphs (a) to (d) above and (f) and (g) below, and (iii) can be turned into cash on not more than 30 days' notice; or

(f) any deposit issued by any of Nacional Financiera, S.N.C., Banco Nacional de Comercio Exterior, S.N.C., Banco Nacional de Obras y Servicios Públicos, S.N.C. or any other development bank controlled or sponsored by the Mexican government;

(g) any other debt instrument rated "investment grade" (or the local equivalent thereof according to local criteria in a country in which any member of the Group conducts commercial operations and in which local pensions are permitted by law to invest) with maturities of 12 months or less from the date of acquiring such investment;

(h) investments in mutual funds, managed by banks or financial institutions, with a local currency credit rating of at least MxAA by S&P or equivalent by any other reputable local rating agency, that invest principally in marketable direct obligations issued by the Mexican government, or issued by any agency or instrumentality thereof; and

(i) any other debt security, certificate of deposit, commercial paper, bill of exchange, investment in money market funds or material funds approved by the Majority Lenders,

in each case, to which any member of the Group is alone (or together with other members of the Group) beneficially entitled at that time and which is not issued or guaranteed by any member of the Group or subject to any Security (other than Security arising under the Transaction Security Documents).

"**CEMEX Concretos**" means CEMEX Concretos, S.A. de C.V.

"**CEMEX España**" means CEMEX España, S.A.

"**CEMEX España Operaciones**" means CEMEX España Operaciones S.L.U.

"**CEMEX Finance**" means CEMEX Finance LLC.

"**CEMEX México**" means CEMEX México, S.A. de C.V.[13]

"**Centurion**" means CEMEX Holdings Philippines, Inc., the company incorporated in the Philippines on 17th September, 2015, which holds the Group's operations in the Philippines which, at the date of this Agreement, are operated mainly through Solid Cement Corporation and APO Cement Corporation.

13 As of 9 March 2020, CEMEX México, S.A. de C.V. has merged into the Borrower.

"**Centurion Capital Expenditure**" means Capital Expenditure permitted by paragraph (e) of Clause 21.2 (*Financial condition*) to be invested in the Centurion Group.

"**Centurion Expansion Capital**" means (without double counting) any:

(a) Centurion Capital Expenditure;

(b) amount of any investment by a member of the Centurion Group to finance any Joint Venture entered into by a member of the Centurion Group; and

(c) amount of the consideration for an acquisition made under paragraph (m) of the definition of Permitted Acquisition.

"**Centurion Expansion Capital Permitted Limit**" means $500,000,000 (or its equivalent).

"**Centurion Group**" means Centurion and its Subsidiaries for the time being.

"**Centurion Offering Option**" has the meaning given to such term in paragraph (b) of the definition of Centurion Transaction.

"**Centurion Proceeds**" means the cash proceeds received by any member of the Group from a Centurion Transaction.

"**Centurion Transaction**" means:

(a) a Disposal by a member of the Group of any shares in Centurion to a person who is not a member of the Group; or

(b) an offering of shares in Centurion and including any put or other option (a "**Centurion Offering Option**") entered into by any member of the Group with one or more financial institutions in respect of any share lending, over-allotment or other similar arrangement in connection with an offering of shares in Centurion **provided that** the exercise period for such put or other option shall be no longer than 60 days from the settlement date of the offering of shares in Centurion,

(in either case) whether by way of a single transaction or a series of transactions and which does not breach Clause 22.21 (*Disposals*) or Clause 22.32 (*Caliza and Centurion*).

"**Change of Control**" means that the beneficial ownership (within the meaning of Rule 13d-3 promulgated by the SEC under the Securities Exchange Act of 1934, as amended) of 20 per cent. or more in voting power of the outstanding voting stock of the Borrower is acquired by any person.

"**Charged Property**" means all of the assets of the Security Providers which from time to time are, or are expressed to be, the subject of the Transaction Security.

"**Code**" means the Internal Revenue Code of 1986.

"**Commitment**" means a Facility A Commitment, Facility B Commitment, Facility C Commitment, Facility D1 Commitment, Facility D2 Commitment, Facility E Commitment, Facility F Commitment, Facility G Commitment, Facility H Commitment, Facility I Commitment, Facility J Commitment, Facility K Commitment, Facility L1 Commitment, Facility L2 Commitment, Facility L3 Commitment, Facility L4 Commitment, Facility M Commitment or a commitment under any new facility established pursuant to Clause 2.2 (*Accordion*).

"**Compliance Certificate**" means a certificate substantially in the form set out in Schedule 9 (*Form of Compliance Certificate*).

"**Confidential Information**" means all information relating to the Borrower, any Obligor, the Group, the Finance Documents or a Facility of which a Finance Party becomes aware in its capacity as, or for the purpose of becoming, a Finance Party or which is received by a Finance Party in relation to, or for the purpose of becoming a Finance Party under, the Finance Documents or a Facility from either:

(a) any member of the Group or any of its advisers; or

(b) another Finance Party, if the information was obtained by that Finance Party directly or indirectly from any member of the Group or any of its advisers,

in whatever form, and includes information given orally and any document, electronic file or any other way of representing or recording information which contains or is derived or copied from such information but excludes information that:

(i) is or becomes public information other than as a direct or indirect result of any breach by that Finance Party of Clause 39 (*Confidentiality*); or

(ii) is identified in writing at the time of delivery as non-confidential by any member of the Group or any of its advisers; or

(iii) is known by that Finance Party before the date the information is disclosed to it in accordance with paragraph (a) or (b) above or is lawfully obtained by that Finance Party after that date, from a source which is, as far as that Finance Party is aware, unconnected with the Group and which, in either case, as far as that Finance Party is aware, has not been obtained in breach of, and is not otherwise subject to, any obligation of confidentiality.

"**Confidentiality Undertaking**" means a confidentiality undertaking substantially in the form set out in Schedule 15 (*Form of Confidentiality Undertaking*) or in any other form agreed between the Borrower and the Agent.

"**Consolidated Coverage Ratio**" has the meaning given to such term in Clause 21.1 (*Financial definitions*).

"**Consolidated Leverage Ratio**" has the meaning given to such term in Clause 21.1 (*Financial definitions*).

"**Contingent Instrument**" means any documentary credit (including all forms of letter of credit) or performance bond, advance payment, bank guarantee or similar instrument.

"**Covenant Reset Date**" means the first date falling after the date of this Agreement on which both of the following conditions are met:

(a) either:

(i) for the two most recently completed Reference Periods in respect of which Compliance Certificates have been (or are required to have been) delivered under this Agreement, the Consolidated Leverage Ratio was 3.75:1 or lower; or

(ii) for the three most recently completed Reference Periods in respect of which Compliance Certificates have been (or are required to have been) delivered under this Agreement, the Consolidated Leverage Ratio for the first and third of those Reference Periods was 3.75:1 or lower and in the second Reference Period would have been 3.75:1 or lower but for the proceeds of any Permitted Financial Indebtedness standing to the credit of a Reserve being included in the definition of Debt as described in paragraph (iv) of that definition; and

(b) no Default is continuing.

"**Custodian**" means any custodian of the Promissory Notes acting on behalf of the Lenders for the time being appointed by the Agent in consultation with the Borrower **provided that** such Custodian must maintain an office in the City of Monterrey, Nuevo Leon, Mexico.

"**Debt**" has the meaning given to such term in Clause 21.1 (*Financial definitions*).

"**Default**" means an Event of Default or any event or circumstance specified in Clause 25 (*Events of Default*) which would (with the expiry of a grace period, the giving of notice, the making of any determination under the Finance Documents or any combination of any of the foregoing) be an Event of Default.

"**Defaulting Lender**" means any Lender:

(a) which has rescinded or repudiated a Finance Document; or

(b) with respect to which an Insolvency Event has occurred and is continuing.

"**Delayed Effectiveness and Draw Commitments**" means, in relation to Santander España, as at the 2020 Further Amendment Effective Date, the amount in euro set opposite its name under the heading "Facility J Commitment" in Part IV of Schedule 1 (*The Original Parties*) and the amount in sterling set opposite its name under the heading "Facility K Commitment" in Part IV of Schedule 1 (*The Original Parties*), which are each committed by Santander España on the 2020 Further Amendment Effective Date but:

(a) are not affected by the July 2021 Prepayments (and the percentage applicable to the Facility J Repayment Instalment and Facility K Repayment Instalment in relation to Santander España shall each be adjusted to take into account that such amounts are not affected by the July 2021 Prepayments); and

(b) can only be drawn by the Borrower:

(i) after the July 2021 Prepayments have occurred; and

(ii) in order to repay Santander México's drawn Commitment amounts under Facility L1, Facility L3 and Facility L4;

and provided that, for so long as Santander España has Delayed Effectiveness and Draw Commitments and also simultaneously Santander México has advanced amounts under Facility L3 and Facility L4 that are outstanding (but not in relation to any amounts advanced under Facility L3 and Facility L4 established pursuant to Clause 2.2 (*Accordion*)) then, for the purposes of any determination of voting rights in relation to Santander España and Santander México under this Agreement, the Delayed Effectiveness and Draw Commitments of Santander España shall be deemed to be zero.

"**Delegate**" means any delegate, agent, attorney-in-fact, representative or co-trustee appointed by the Security Agent.

"**Designated Lender**" has the meaning given to that term in Clause 29.1(e) (*Appointment of the Agent*).

"**Disposal**" means a sale, lease, licence, transfer, loan or other disposal by a person of any asset (including shares in any Subsidiary or other company), undertaking or business (whether by a voluntary or involuntary single transaction or series of transactions).

"**Disposal Proceeds**" means the cash proceeds received by any member of the Group (including any amount received from a person who is not a member of the Group in repayment of intercompany debt) for any Disposal.

"**Disruption Event**" means either or both of:

(a) a material disruption to those payment or communications systems or to those financial markets which are, in each case, required to operate in order for payments to be made in connection with the Facilities (or otherwise in order for the transactions contemplated by the Finance Documents to be carried out) which disruption is not caused by, and is beyond the control of, any of the Parties; or

(b) the occurrence of any other event which results in a disruption (of a technical or systems-related nature) to the treasury or payments operations of a Party preventing that, or any other Party:

(i) from performing its payment obligations under the Finance Documents; or

(ii) from communicating with other Parties in accordance with the terms of the Finance Documents,

and which (in either such case) is not caused by, and is beyond the control of, the Party whose operations are disrupted.

"**Dutch Civil Code**" means the Dutch civil code (*Burgerlijk Wetboek*).

"**Dutch FSA**" means the Dutch Financial Supervision Act (*Wet op het financieel toezicht*) and the rules and regulations promulgated thereunder.

"**Dutch Obligor**" means an Obligor incorporated in The Netherlands.

"**Empresas Tolteca**" means Empresas Tolteca de México, S.A. de C.V.[14]

"**English Obligor**" means an Obligor incorporated in England and Wales.

"**Environmental Claim**" means any claim, proceeding or investigation by any person in respect of any Environmental Law or use of Hazardous Materials.

"**Environmental Law**" means any applicable law or regulation in any jurisdiction in which any member of the Group conducts business which relates to the pollution or protection of the environment or harm to or the protection of human health or the health of animals or plants.

"**Environmental Permits**" means any permit, licence, consent, approval and other authorisation and the filing of any notification, report or assessment required under any Environmental Law for the operation of the business of any member of the Group conducted on or from the properties owned or used by the relevant member of the Group.

"**ERISA**" means the U.S. Employee Retirement Income Security Act of 1974, as amended, and any successor statute thereto, as interpreted by the rules and regulations thereunder, all as the same may be in effect from time to time. References to sections of ERISA shall be construed also to refer to any successor sections.

"**ERISA Affiliate**" means an entity, whether or not incorporated, that is under common control with any Obligor within the meaning of Section 4001(a)(14) of ERISA, or is a member of a group that includes any Obligor and that is treated as a single employer under section 414(b) or (c) of the Code.

"**España Subsidiary Guarantor**" has the meaning given to that term in Clause 25.11 (*Ownership of Obligors*).

"**EURIBOR**" means, in relation to any Loan in euro:

(a) the applicable Screen Rate;

(b) (if no Screen Rate is available for the Interest Period of that Loan) the Interpolated Screen Rate for that Loan; or

(c) if:

(i) no Screen Rate is available for euro; or

14 As of 26 February 2020, Empresas Tolteca de México, S.A. de C.V. has merged into the Borrower.

(ii) no Screen Rate is available for the Interest Period of that Loan and it is not possible to calculate an Interpolated Screen Rate for that Loan,

the Reference Bank Rate,

as of, in the case of paragraphs (a) and (c) above, the Specified Time on the Quotation Day for euro and for a period equal in length to the Interest Period of that Loan and, if that rate is less than zero, EURIBOR shall be deemed to be zero.

"**Event of Default**" means any event or circumstance specified as such in Clause 25 (*Events of Default*).

"**Executive Compensation Plan**" means any stock option plan, restricted stock plan or retirement plan which the Borrower or any of its Subsidiaries, any other Obligor or, as the case may be, Caliza, Centurion or Trinidad Cement, or any of its Subsidiaries, as the case may be, customarily provides to its employees, consultants and directors.

"**Existing Club Loan Agreement**" means the facilities agreement dated 29 September 2014, as amended and restated on 23 July 2015, 17 March 2016, 23 June 2016, 11 July 2016 and 21 November 2016 between, amongst others, CEMEX, S.A.B. de C.V. as borrower, certain subsidiaries of CEMEX, S.A.B. de C.V. as guarantors, certain subsidiaries of CEMEX, S.A.B. de C.V. as security providers, Citibank Europe plc, UK Branch as agent and Wilmington Trust (London) Limited as security agent.[15]

"**Existing Financial Indebtedness**" means the Financial Indebtedness as at the date of this Agreement of members of the Group which are not Obligors and is described in Schedule 10 (*Existing Financial Indebtedness*) **provided that** any amount of such indebtedness may be refinanced or replaced from time to time but the aggregate principal amount of such Financial Indebtedness may not increase above the principal amount outstanding as at the date of this Agreement (except as otherwise permitted or not restricted by this Agreement or by the amount of any capitalised interest under any facility or instrument that provided for capitalisation of interest on those terms as at the date of this Agreement).

"**Existing Subordinated Convertible Notes**" means the 2020 Subordinated Convertible Notes and the Subordinated Convertible Notes described at paragraph (b)(i) of the definition of Subordinated Optional Convertible Securities.

"**Facility**" means Facility A, Facility B, Facility C, Facility D1, Facility D2, Facility E, Facility F, Facility G, Facility H, Facility I, Facility J, Facility K, Facility L1, Facility L2, Facility L3, Facility L4, Facility M or any other facility established in accordance with and pursuant to Clause 2.2 (*Accordion*).

"**Facility A**" means the term loan facility made available under this Agreement as described in paragraph (a) of Clause 2.1 (*The Facilities*).

15 The Existing Club Loan Agreement was fully repaid and discharged on or around the date of this Agreement and is no longer relevant.

"**Facility A Commitment**" means:

(a) in relation to an Original Lender: (i) as at the date of this Agreement, the amount in the Base Currency set opposite its name under the heading "Facility A Commitment" in Part II of Schedule 1 (*The Original Parties*), (ii) on and following the 2019 Amendment Effective Date, the amount in the Base Currency set opposite its name under the heading "Facility A Commitment" in Part III of Schedule 1 (*The Original Parties*), (iii) on and following the 2020 Further Amendment Effective Date, the amount in the Base Currency set opposite its name under the heading "Facility A Commitment" in Part IV of Schedule 1 (*The Original Parties*), and (iv) the amount of any other Facility A Commitment transferred to it under this Agreement or assumed by it in accordance with Clause 2.2 (*Accordion*); and

(b) in relation to any other Lender, the amount in the Base Currency of any Facility A Commitment transferred to it under this Agreement or assumed by it in accordance with Clause 2.2 (*Accordion*),

to the extent not cancelled, reduced or transferred by it under this Agreement.

"**Facility A Loan**" means a loan made or to be made under Facility A or the principal amount outstanding for the time being of that loan.

"**Facility A Repayment Date**" means each of the dates specified in paragraph (a) of Clause 6.1 (*Repayment of Facility A Loans*) as Facility A Repayment Dates.

"**Facility A Repayment Instalment**" means each instalment for repayment of the Facility A Loans referred to in paragraph (a) of Clause 6.1 (*Repayment of Facility A Loans*).

"**Facility B**" means the term loan facility made available under this Agreement as described in paragraph (b) of Clause 2.1 (*The Facilities*).

"**Facility B Commitment**" means:

(a) in relation to an Original Lender: (i) as at the date of this Agreement, the amount in euro set opposite its name under the heading "Facility B Commitment" in Part II of Schedule 1 (*The Original Parties*), (ii) on and following the 2019 Amendment Effective Date, the amount in euro set opposite its name under the heading "Facility B Commitment" in Part III of Schedule 1 (*The Original Parties*), (iii) on and following the 2020 Further Amendment Effective Date, the amount in euro set opposite its name under the heading "Facility B Commitment" in Part IV of Schedule 1 (*The Original Parties*), and (iv) the amount of any other Facility B Commitment transferred to it under this Agreement or assumed by it in accordance with Clause 2.2 (*Accordion*); and

(b) in relation to any other Lender, the amount in euro of any Facility B Commitment transferred to it under this Agreement or assumed by it in accordance with Clause 2.2 (*Accordion*),

to the extent not cancelled, reduced or transferred by it under this Agreement.

"**Facility B Loan**" means a loan made or to be made under Facility B or the principal amount outstanding for the time being of that loan.

"**Facility B Repayment Date**" means each of the dates specified in paragraph (a) of Clause 6.2 (*Repayment of Facility B Loans*) as Facility B Repayment Dates.

"**Facility B Repayment Instalment**" means each instalment for repayment of the Facility B Loans referred to in paragraph (a) of Clause 6.2 (*Repayment of Facility B Loans*).

"**Facility C**" means the term loan facility made available under this Agreement as described in paragraph (c) of Clause 2.1 (*The Facilities*).

"**Facility C Commitment**" means:

(a) in relation to an Original Lender: (i) as at the date of this Agreement, the amount in sterling set opposite its name under the heading "Facility C Commitment" in Part II of Schedule 1 (*The Original Parties*), (ii) on and following the 2019 Amendment Effective Date, the amount in sterling set opposite its name under the heading "Facility C Commitment" in Part III of Schedule 1 (*The Original Parties*), (iii) on and following the 2020 Further Amendment Effective Date, the amount in sterling set opposite its name under the heading "Facility C Commitment" in Part IV of Schedule 1 (*The Original Parties*), and (iv) the amount of any other Facility C Commitment transferred to it under this Agreement or assumed by it in accordance with Clause 2.2 (*Accordion*); and

(b) in relation to any other Lender, the amount in sterling of any Facility C Commitment transferred to it under this Agreement or assumed by it in accordance with Clause 2.2 (*Accordion*),

to the extent not cancelled, reduced or transferred by it under this Agreement.

"**Facility C Loan**" means a loan made or to be made under Facility C or the principal amount outstanding for the time being of that loan.

"**Facility C Repayment Date**" means each of the dates specified in paragraph (a) of Clause 6.3 (*Repayment of Facility C Loans*) as Facility C Repayment Dates.

"**Facility C Repayment Instalment**" means each instalment for repayment of the Facility C Loans referred to in paragraph (a) of Clause 6.3 (*Repayment of Facility C Loans*).

"**Facility D1**" means the term loan facility made available under this Agreement as described in paragraph (d) of Clause 2.1 (*The Facilities*).

"**Facility D1 Commitment**" means:

(a) in relation to an Original Lender: (i) as at the date of this Agreement, the amount in the Base Currency set opposite its name under the heading "Facility D1 Commitment" in Part II of Schedule 1 (*The Original Parties*), (ii) on and following the 2019 Amendment Effective Date, the amount in the Base Currency set opposite its name under the heading "Facility D1 Commitment" in

Part III of Schedule 1 (*The Original Parties*), (iii) on and following the 2020 Further Amendment Effective Date, the amount in the Base Currency set opposite its name under the heading "Facility D1 Commitment" in Part IV of Schedule 1 (*The Original Parties*), and (iv) the amount of any other Facility D1 Commitment transferred to it under this Agreement or assumed by it in accordance with Clause 2.2 (*Accordion*); and

(b) in relation to any other Lender, the amount in the Base Currency of any Facility D1 Commitment transferred to it under this Agreement or assumed by it in accordance with Clause 2.2 (*Accordion*),

to the extent not cancelled, reduced or transferred by it under this Agreement.

"**Facility D1 Loan**" means a loan made or to be made under Facility D1 or the principal amount outstanding for the time being of that loan.

"**Facility D1 Repayment Date**" means each of the dates specified in paragraph (a) of Clause 6.4 (*Repayment of Facility D1 Loans*) as Facility D1 Repayment Dates.

"**Facility D1 Repayment Instalment**" means each instalment for repayment of the Facility D1 Loans referred to in paragraph (a) of Clause 6.4 (*Repayment of Facility D1 Loans*).

"**Facility D2**" means the revolving loan facility made available under this Agreement as described in paragraph (e) of Clause 2.1 (*The Facilities*).

"**Facility D2 Commitment**" means:

(a) in relation to an Original Lender: (i) as at the date of this Agreement, the amount in the Base Currency set opposite its name under the heading "Facility D2 Commitment" in Part II of Schedule 1 (*The Original Parties*), (ii) on and following the 2020 Further Amendment Effective Date, the amount in the Base Currency set opposite its name under the heading "Facility D2 Commitment" in Part IV of Schedule 1 (*The Original Parties*), and (iii) the amount of any other Facility D2 Commitment transferred to it under this Agreement or assumed by it in accordance with Clause 2.2 (*Accordion*); and

(b) in relation to any other Lender, the amount in the Base Currency of any Facility D2 Commitment transferred to it under this Agreement or assumed by it in accordance with Clause 2.2 (*Accordion*),

to the extent not cancelled, reduced or transferred by it under this Agreement.

"**Facility D2 Loan**" means a loan made or to be made under Facility D2 or the principal amount outstanding for the time being of that loan.

"**Facility E**" means the loan facility made available under this Agreement as described in paragraph (f) of Clause 2.1 (*The Facilities*).

"**Facility E Commitment**" means:

(a) in relation to an Original Lender: (i) as at the 2019 Amendment Effective Date, the amount in the Base Currency set opposite its name under the heading "Facility E Commitment" in Part III of Schedule 1 (*The Original Parties*), (ii) on and following the 2020 Further Amendment Effective Date, the amount in the Base Currency set opposite its name under the heading "Facility E Commitment" in Part IV of Schedule 1 (*The Original Parties*), and (iii) the amount of any other Facility E Commitment transferred to it under this Agreement or assumed by it in accordance with Clause 2.2 (*Accordion*); and

(b) in relation to any other Lender, the amount in the Base Currency of any Facility E Commitment transferred to it under this Agreement or assumed by it in accordance with Clause 2.2 (*Accordion*),

to the extent not cancelled, reduced or transferred by it under this Agreement.

"**Facility E Loan**" means a loan made or to be made under Facility E or the principal amount outstanding for the time being of that loan.

"**Facility E Repayment Date**" means each of the dates specified in paragraph (a) of Clause 6.6 (*Repayment of Facility E Loans*) as Facility E Repayment Dates.

"**Facility E Repayment Instalment**" means each instalment for repayment of the Facility E Loans referred to in paragraph (a) of Clause 6.6 (*Repayment of Facility E Loans*).

"**Facility F**" means the loan facility made available under this Agreement as described in paragraph (g) of Clause 2.1 (*The Facilities*).

"**Facility F Commitment**" means:

(a) in relation to an Original Lender: (i) as at the 2019 Amendment Effective Date, the amount in euro set opposite its name under the heading "Facility F Commitment" in Part III of Schedule 1 (*The Original Parties*), (ii) on and following the 2020 Further Amendment Effective Date, the amount in euro set opposite its name under the heading "Facility F Commitment" in Part IV of Schedule 1 (*The Original Parties*), and (iii) the amount of any other Facility F Commitment transferred to it under this Agreement or assumed by it in accordance with Clause 2.2 (*Accordion*); and

(b) in relation to any other Lender, the amount in euro of any Facility F Commitment transferred to it under this Agreement or assumed by it in accordance with Clause 2.2 (*Accordion*),

to the extent not cancelled, reduced or transferred by it under this Agreement.

"**Facility F Loan**" means a loan made or to be made under Facility F or the principal amount outstanding for the time being of that loan.

"**Facility F Repayment Date**" means each of the dates specified in paragraph (a) of Clause 6.7 (*Repayment of Facility F Loans*) as Facility F Repayment Dates.

"**Facility F Repayment Instalment**" means each instalment for repayment of the Facility F Loans referred to in paragraph (a) of Clause 6.7 (*Repayment of Facility F Loans*).

"**Facility G**" means the loan facility made available under this Agreement as described in paragraph (h) of Clause 2.1 (*The Facilities*).

"**Facility G Commitment**" means:

(a) in relation to an Original Lender: (i) as at the 2019 Amendment Effective Date, the amount in sterling set opposite its name under the heading "Facility G Commitment" in Part III of Schedule 1 (*The Original Parties*), (ii) on and following the 2020 Further Amendment Effective Date, the amount in sterling set opposite its name under the heading "Facility G Commitment" in Part IV of Schedule 1 (*The Original Parties*), and (iii) the amount of any other Facility G Commitment transferred to it under this Agreement or assumed by it in accordance with Clause 2.2 (*Accordion*); and

(b) in relation to any other Lender, the amount in sterling of any Facility G Commitment transferred to it under this Agreement or assumed by it in accordance with Clause 2.2 (*Accordion*),

to the extent not cancelled, reduced or transferred by it under this Agreement.

"**Facility G Loan**" means a loan made or to be made under Facility G or the principal amount outstanding for the time being of that loan.

"**Facility G Repayment Date**" means each of the dates specified in paragraph (a) of Clause 6.8 (*Repayment of Facility G Loans*) as Facility G Repayment Dates.

"**Facility G Repayment Instalment**" means each instalment for repayment of the Facility G Loans referred to in paragraph (a) of Clause 6.8 (*Repayment of Facility G Loans*).

"**Facility H**" means the loan facility made available under this Agreement as described in paragraph (i) of Clause 2.1 (*The Facilities*).

"**Facility H Commitment**" means:

(a) in relation to an Original Lender: (i) as at the 2019 Amendment Effective Date, the amount in the Base Currency set opposite its name under the heading "Facility H Commitment" in Part III of Schedule 1 (*The Original Parties*), (ii) on and following the 2020 Further Amendment Effective Date, the amount in the Base Currency set opposite its name under the heading "Facility H Commitment" in Part IV of Schedule 1 (*The Original Parties*), and (iii) the amount of any other Facility H Commitment transferred to it under this Agreement or assumed by it in accordance with Clause 2.2 (*Accordion*); and

(b) in relation to any other Lender, the amount in the Base Currency of any Facility H Commitment transferred to it under this Agreement or assumed by it in accordance with Clause 2.2 (*Accordion*),

to the extent not cancelled, reduced or transferred by it under this Agreement.

"**Facility H Loan**" means a loan made or to be made under Facility H or the principal amount outstanding for the time being of that loan.

"**Facility H Repayment Date**" means each of the dates specified in paragraph (a) of Clause 6.9 (*Repayment of Facility H Loans*) as Facility H Repayment Dates.

"**Facility H Repayment Instalment**" means each instalment for repayment of the Facility H Loans referred to in paragraph (a) of Clause 6.9 (*Repayment of Facility H Loans*).

"**Facility I**" means the loan facility made available under this Agreement as described in paragraph (j) of Clause 2.1 (*The Facilities*).

"**Facility I Commitment**" means:

(a) in relation to an Original Lender, as at the 2020 Further Amendment Effective Date, the amount in the Base Currency set opposite its name under the heading "Facility I Commitment" in Part IV of Schedule 1 (*The Original Parties*), and the amount of any other Facility I Commitment transferred to it under this Agreement or assumed by it in accordance with Clause 2.2 (*Accordion*); and

(b) in relation to any other Lender, the amount in the Base Currency of any Facility I Commitment transferred to it under this Agreement or assumed by it in accordance with Clause 2.2 (*Accordion*),

to the extent not cancelled, reduced or transferred by it under this Agreement.

"**Facility I Loan**" means a loan made or to be made under Facility I or the principal amount outstanding for the time being of that loan.

"**Facility I July 2021 Prepayment**" has the meaning given to it in Clause 6.10 (*Repayment of Facility I Loans*).

"**Facility I Repayment Date**" means each of the dates specified in paragraph (a) of Clause 6.10 (*Repayment of Facility I Loans*) as Facility I Repayment Dates.

"**Facility I Repayment Instalment**" means each instalment for repayment of the Facility I Loans referred to in paragraph (a) of Clause 6.10 (*Repayment of Facility I Loans*).

"**Facility J**" means the loan facility made available under this Agreement as described in paragraph (k) of Clause 2.1 (*The Facilities*).

"**Facility J Commitment**" means:

(a) in relation to an Original Lender, as at the 2020 Further Amendment Effective Date, the amount in euro set opposite its name under the heading "Facility J Commitment" in Part IV of Schedule 1 (*The Original Parties*), and the amount of any other Facility J Commitment transferred to it under this Agreement or assumed by it in accordance with Clause 2.2 (*Accordion*); and

(b) in relation to any other Lender, the amount in euro of any Facility J Commitment transferred to it under this Agreement or assumed by it in accordance with Clause 2.2 (*Accordion*),

to the extent not cancelled, reduced or transferred by it under this Agreement.

"**Facility J Loan**" means a loan made or to be made under Facility J or the principal amount outstanding for the time being of that loan.

"**Facility J July 2021 Prepayment**" has the meaning given to it in Clause 6.11 (*Repayment of Facility J Loans*).

"**Facility J Repayment Date**" means each of the dates specified in paragraph (a) of Clause 6.11 (*Repayment of Facility J Loans*) as Facility J Repayment Dates.

"**Facility J Repayment Instalment**" means each instalment for repayment of the Facility J Loans referred to in paragraph (a) of Clause 6.11 (*Repayment of Facility J Loans*).

"**Facility K**" means the loan facility made available under this Agreement as described in paragraph (l) of Clause 2.1 (*The Facilities*).

"**Facility K Commitment**" means:

(a) in relation to an Original Lender, as at the 2020 Further Amendment Effective Date, the amount in sterling set opposite its name under the heading "Facility K Commitment" in Part IV of Schedule 1 (*The Original Parties*), and the amount of any other Facility K Commitment transferred to it under this Agreement or assumed by it in accordance with Clause 2.2 (*Accordion*); and

(b) in relation to any other Lender, the amount in sterling of any Facility K Commitment transferred to it under this Agreement or assumed by it in accordance with Clause 2.2 (*Accordion*),

to the extent not cancelled, reduced or transferred by it under this Agreement.

"**Facility K Loan**" means a loan made or to be made under Facility K or the principal amount outstanding for the time being of that loan.

"**Facility K July 2021 Prepayment**" has the meaning given to it in Clause 6.12 (*Repayment of Facility K Loans*).

"**Facility K Repayment Date**" means each of the dates specified in paragraph (a) of Clause 6.12 (*Repayment of Facility K Loans*) as Facility K Repayment Dates.

"**Facility K Repayment Instalment**" means each instalment for repayment of the Facility K Loans referred to in paragraph (a) of Clause 6.12 (*Repayment of Facility K Loans*).

"**Facility L1**" means the loan facility made available under this Agreement as described in paragraph (m) of Clause 2.1 (*The Facilities*).

"**Facility L1 Commitment**" means:

(a) in relation to an Original Lender, as at the 2020 Further Amendment Effective Date, the amount in the Base Currency set opposite its name under the heading "Facility L1 Commitment" in Part IV of Schedule 1 (*The Original Parties*), and the amount of any other Facility L1 Commitment transferred to it under this Agreement or assumed by it in accordance with Clause 2.2 (*Accordion*); and

(b) in relation to any other Lender, the amount in the Base Currency of any Facility L1 Commitment transferred to it under this Agreement or assumed by it in accordance with Clause 2.2 (*Accordion*),

to the extent not cancelled, reduced or transferred by it under this Agreement.

"**Facility L1 Loan**" means a loan made or to be made under Facility L1 or the principal amount outstanding for the time being of that loan.

"**Facility L1 July 2021 Prepayment**" has the meaning given to it in Clause 6.13 (*Repayment of Facility L1 Loans*).

"**Facility L1 Repayment Date**" means each of the dates specified in paragraph (a) of Clause 6.13 (*Repayment of Facility L1 Loans*) as Facility L1 Repayment Dates.

"**Facility L1 Repayment Instalment**" means each instalment for repayment of the Facility L1 Loans referred to in paragraph (a) of Clause 6.13 (*Repayment of Facility L1 Loans*).

"**Facility L2**"means the loan facility made available under this Agreement as described in paragraph (n) of Clause 2.1 (*The Facilities*).

"**Facility L2 Commitment**" means:

(a) in relation to an Original Lender, as at the 2020 Further Amendment Effective Date, the amount in Mexican pesos set opposite its name under the heading "Facility L2 Commitment" in Part IV of Schedule 1 (*The Original Parties*), and the amount of any other Facility L2 Commitment transferred to it under this Agreement or assumed by it in accordance with Clause 2.2 (*Accordion*); and

(b) in relation to any other Lender, the amount in Mexican pesos of any Facility L2 Commitment transferred to it under this Agreement or assumed by it in accordance with Clause 2.2 (*Accordion*),

to the extent not cancelled, reduced or transferred by it under this Agreement and provided that, for so long as a Lender has Facility L2 Commitments and also simultaneously that same Lender has advanced amounts under Facility L1 Loans that are outstanding (but not in relation to any amounts advanced under Facility L1 established pursuant to Clause 2.2 (*Accordion*)) then, for the purposes of any determination of voting rights in relation to that Lender under this Agreement, the Facility L2 Commitments of that Lender shall be deemed to be zero.

"**Facility L2 Loan**" means a loan made or to be made under Facility L2 or the principal amount outstanding for the time being of that loan.

"**Facility L2 Repayment Date**" means each of the dates specified in paragraph (a) of Clause 6.14 (*Repayment of Facility L2 Loans*) as Facility L2 Repayment Dates.

"**Facility L2 Repayment Instalment**" means each instalment for repayment of the Facility L2 Loans referred to in paragraph (a) of Clause 6.14 (*Repayment of Facility L2 Loans*).

"**Facility L3**" means the loan facility made available under this Agreement as described in paragraph (o) of Clause 2.1 (*The Facilities*).

"**Facility L3 Commitment**" means:

(a) in relation to an Original Lender, as at the 2020 Further Amendment Effective Date, the amount in sterling set opposite its name under the heading "Facility L3 Commitment" in Part IV of Schedule 1 (*The Original Parties*), and the amount of any other Facility L3 Commitment transferred to it under this Agreement or assumed by it in accordance with Clause 2.2 (*Accordion*); and

(b) in relation to any other Lender, the amount in sterling of any Facility L3 Commitment transferred to it under this Agreement or assumed by it in accordance with Clause 2.2 (*Accordion*),

to the extent not cancelled, reduced or transferred by it under this Agreement.

"**Facility L3 Loan**" means a loan made or to be made under Facility L3 or the principal amount outstanding for the time being of that loan.

"**Facility L3 July 2021 Prepayment**" has the meaning given to it in Clause 6.15 (*Repayment of Facility L3 Loans*).

"**Facility L3 Repayment Date**" means each of the dates specified in paragraph (a) of Clause 6.15 (*Repayment of Facility L3 Loans*) as Facility L3 Repayment Dates.

"**Facility L3 Repayment Instalment**" means each instalment for repayment of the Facility L3 Loans referred to in paragraph (a) of Clause 6.15 (*Repayment of Facility L3 Loans*).

"**Facility L4**" means the loan facility made available under this Agreement as described in paragraph (p) of Clause 2.1 (*The Facilities*).

"**Facility L4 Commitment**" means:

(a) in relation to an Original Lender, as at the 2020 Further Amendment Effective Date, the amount in euro set opposite its name under the heading "Facility L4 Commitment" in Part IV of Schedule 1 (*The Original Parties*), and the amount of any other Facility L4 Commitment transferred to it under this Agreement or assumed by it in accordance with Clause 2.2 (*Accordion*); and

(b) in relation to any other Lender, the amount in euro of any Facility L4 Commitment transferred to it under this Agreement or assumed by it in accordance with Clause 2.2 (*Accordion*),

to the extent not cancelled, reduced or transferred by it under this Agreement.

"**Facility L4 Loan**" means a loan made or to be made under Facility L4 or the principal amount outstanding for the time being of that loan.

"**Facility L4 July 2021 Prepayment**" has the meaning given to it in Clause 6.16 (*Repayment of Facility L4 Loans*).

"**Facility L4 Repayment Date**" means each of the dates specified in paragraph (a) of Clause 6.16 (*Repayment of Facility L4 Loans*) as Facility L4 Repayment Dates.

"**Facility L4 Repayment Instalment**" means each instalment for repayment of the Facility L4 Loans referred to in paragraph (a) of Clause 6.16 (*Repayment of Facility L4 Loans*).

"**Facility M**"means the revolving loan facility made available under this Agreement as described in paragraph (q) of Clause 2.1 (*The Facilities*).

"**Facility M Commitment**" means:

(a) in relation to an Original Lender: (i) as at the 2020 Further Amendment Effective Date, the amount in the Base Currency set opposite its name under the heading "Facility M Commitment" in Part IV of Schedule 1 (*The Original Parties*) and (ii) the amount of any other Facility M Commitment transferred to it under this Agreement or assumed by it in accordance with Clause 2.2 (*Accordion*); and

(b) in relation to any other Lender, the amount in the Base Currency of any Facility M Commitment transferred to it under this Agreement or assumed by it in accordance with Clause 2.2 (*Accordion*),

to the extent not cancelled, reduced or transferred by it under this Agreement.

"**Facility M Loan**" means a loan made or to be made under Facility M or the principal amount outstanding for the time being of that loan.

"**Facility Office**" means:

(a) in respect of a Lender, the office or offices notified by that Lender to the Agent in writing on or before the date it becomes a Lender (or, following that date, by not less than five Business Days' written notice) as the office or offices through which it will perform its obligations under this Agreement; or

(b) in respect of any other Finance Party, the office in the jurisdiction in which it is resident for tax purposes.

"**FATCA**" means:

(a) sections 1471 to 1474 of the Code or any associated regulations;

(b) any treaty, law or regulation of any other jurisdiction, or relating to an intergovernmental agreement between the US and any other jurisdiction, which (in either case) facilitates the implementation of any law or regulation referred to in paragraph (a) above; or

(c) any agreement pursuant to the implementation of any treaty, law or regulation referred to in paragraph (a) or (b) above with the US Internal Revenue Service, the US government or any governmental or taxation authority in any other jurisdiction.

"**FATCA Application Date**" means:

(a) in relation to a "withholdable payment" described in section 1473(1)(A)(i) of the Code (which relates to payments of interest and certain other payments from sources within the US), 1 July 2014; or

(b) in relation to a "passthru payment" described in section 1471(d)(7) of the Code not falling within paragraph (a) above, the first date from which such payment may become subject to a deduction or withholding required by FATCA.

"**FATCA Deduction**" means a deduction or withholding from a payment under a Finance Document required by FATCA.

"**FATCA Exempt Party**" means a Party that is entitled to receive payments free from any FATCA Deduction.

"**Fee Letter**" means any letter or letters dated on or before the date of this Agreement between the Arranger (or any of them) and the Borrower, the Agent and the Borrower or the Security Agent and the Borrower, the Lenders (or any of them) and the Borrower setting out any of the fees payable by the Borrower to those Finance Parties in connection with this Agreement, and any fee letter between an Accordion Lender and the Borrower entered into in accordance with paragraph (f) of Clause 2.2 (*Accordion*).

"**Finance Document**" means this Agreement, any Accession Letter, any Accordion Confirmation, any Compliance Certificate, any Reserve Certificate, any Fee Letter, the Intercreditor Agreement, any Promissory Note, any Resignation Letter, any Selection Notice, any Transaction Security Document, any Utilisation Request and any other document designated as a "Finance Document" by the Agent and the Borrower.

"**Finance Party**" means the Agent, the Arranger, the Security Agent or a Lender.

"**Financial Indebtedness**" means any indebtedness for or in respect of:

(a) monies borrowed and debit balances at banks or other financial institutions;

(b) any acceptance under any acceptance credit or bill discounting facility (or dematerialised equivalent);

(c) any amount raised pursuant to a note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument (including, without limitation, any perpetual bonds);

(d) [intentionally omitted];

(e) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis and meet any requirement for de-recognition under Applicable GAAP of the Borrower);

(f) any Treasury Transaction (and, when calculating the value of that Treasury Transaction, only the negative mark-to-market value (or, if any actual amount is due from any member of the Group as a result of the termination or close-out of that Treasury Transaction, that amount) shall be taken into account);

(g) any counter-indemnity obligation in respect of a guarantee, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution;

(h) any amount raised by the issue of redeemable shares which are redeemable (other than at the option of the issuer) before the last Termination Date or are otherwise classified as borrowings under Applicable GAAP of the Borrower;

(i) any amount of any liability under an advance or deferred purchase agreement if (i) one of the primary reasons behind entering into the agreement is to raise finance or to finance the acquisition or construction of the asset or service in question or (ii) the agreement is in respect of the supply of assets or services and payment is due more than 60 days after the date of supply;

(j) any arrangement pursuant to which an asset sold or otherwise disposed of by that person may be re-acquired by a member of the Group (whether following the exercise of an option or otherwise) and any Inventory Financing;

(k) any amount raised under any other transaction (including any forward sale or purchase, sale and sale back or sale and leaseback agreement) having the commercial effect of a borrowing or otherwise classified as borrowings under Applicable GAAP of the Borrower; and

(l) the amount of any liability in respect of any guarantee for any of the items referred to in paragraphs (a) to (k) above,

provided that Leases shall not be treated as Financial Indebtedness.

"**Financial Quarter**" has the meaning given to such term in Clause 21.1 (*Financial definitions*).

"**Financial Year**" has the meaning given to such term in Clause 21.1 (*Financial definitions*).

"**Fitch**" means Fitch Ratings Limited or any successor thereto from time to time.

"**French Guarantor**" or "**French Obligor**" means a Guarantor or other Obligor incorporated in France.

"**Governmental Authority**" means the government of any jurisdiction, or any political subdivision thereof, whether provincial, state or local, and any department, ministry, agency, instrumentality, authority, body, court, central bank or other entity lawfully exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government.

"**Group**" means the Borrower and each of its Subsidiaries for the time being.

"**Group Structure Chart**" means the structure chart setting out the Obligors and Material Subsidiaries dated as of 30 June 2017 and delivered to the Agent under paragraph 5 (*Other documents and evidence*) of Part I of Schedule 2 (*Conditions Precedent*).

"**Guarantors**" means the Original Guarantors and any Additional Guarantor other than any Original Guarantor or Additional Guarantor which has ceased to be a Guarantor pursuant to Clause 28.3 (*Resignation of a Guarantor*) and/or sub-paragraph (ii) of paragraph (c) of Clause 38.2 (*Exceptions*) and has not subsequently become an Additional Guarantor pursuant to Clause 28.2 (*Additional Guarantors and Additional Security Providers*) and "**Guarantor**" means any of them.

"**Hazardous Materials**" means (a) radioactive materials, asbestos-containing materials, polychlorinated biphenyls, radon gas and (b) any other chemicals, materials or substances designated, classified or regulated as hazardous or toxic or as a pollutant or contaminant under any applicable Environmental Law.

"**Holding Company**" means, in relation to a company or corporation, any other company or corporation in respect of which it is a Subsidiary.

"**IFRS**" means International Financial Reporting Standards, as issued by the International Accounting Standards Board.

"**Impaired Agent**" means the Agent at any time when:

(a) it has failed to make (or has notified a Party that it will not make) a payment required to be made by it under the Finance Documents by the due date for payment;

(b) the Agent otherwise rescinds or repudiates a Finance Document;

(c) (if the Agent is also a Lender) it is a Defaulting Lender under paragraph (a) of the definition of "Defaulting Lender"; or

(d) an Insolvency Event has occurred and is continuing with respect to the Agent,

unless, in the case of paragraph (a) above:

(i) its failure to pay is caused by:

(A) administrative or technical error; or

(B) a Disruption Event; and

payment is made within three Business Days of its due date; or

(ii) the Agent is disputing in good faith whether it is contractually obliged to make the payment in question.

"**IMSS**" means the Mexican Social Security Institute (*Instituto Mexicano del Seguro Social*).

"**Increase Date**" has the meaning given to it in paragraph (b) of Clause 2.2 (*Accordion*).

"**INFONAVIT**" means the Mexican Workers' Housing Fund Institute (*Instituto del Fondo Nacional de la Vivienda para los Trabajadores*).

"**Insolvency Event**" in relation to a Finance Party means that the Finance Party:

(a) is dissolved (other than pursuant to a consolidation, amalgamation or merger);

(b) becomes insolvent or is unable to pay its debts or fails or admits in writing its inability generally to pay its debts as they become due;

(c) makes a general assignment, arrangement or composition with or for the benefit of its creditors;

(d) institutes or has instituted against it, by a regulator, supervisor or any similar official with primary insolvency, rehabilitative or regulatory jurisdiction over it in the jurisdiction of its incorporation or organisation or the jurisdiction of its head or home office, a proceeding seeking a judgment of insolvency or bankruptcy (including *concurso mercantil*) or any other relief under any bankruptcy or insolvency law (including the Mexican *Ley de Concursos Mercantiles*) or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation by it or such regulator, supervisor or similar official;

(e) has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy (including *concurso mercantil*) or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights (in each case, other than by way of an Undisclosed Administration), or a petition is presented for its winding-up or liquidation, and, in the case of any such proceeding or petition instituted or presented against it, such proceeding or petition is instituted or presented by a person or entity not described in paragraph (d) above and:

(i) results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation; or

(ii) is not dismissed, discharged, stayed or restrained in each case within 30 days of the institution or presentation thereof;

(f) has a resolution passed for its winding-up, official management or liquidation (other than pursuant to a consolidation, amalgamation or merger);

(g) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets (in each case, other than by way of an Undisclosed Administration);

(h) has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within 30 days thereafter;

(i) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in paragraph (a) to (h) above; or

(j) takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts.

"**Insolvency Proceedings**" means any of the matters described in Clause 25.7 (*Insolvency proceedings*).

"**Integrated Report**" has the meaning given to that term in Schedule 17 (*Sustainability-Linked Loans – KPIs*).

"**Intellectual Property**" means:

(a) any patents, trademarks, service marks, designs, business names, copyrights, design rights, database rights, inventions, knowhow and other intellectual property rights and interests, whether registered or unregistered; and

(b) the benefit of all applications and rights to use such assets of each member of the Group.

"**Intercreditor Agreement**" means the intercreditor agreement originally dated 17 September 2012 (and as amended and restated pursuant to a deed of amendment dated on the date of this Agreement) and made between, among others, the Borrower, Wilmington Trust (London) Limited as Security Agent, Citibank International plc as agent, as amended, restated, varied, supplemented and/or extended from time to time.

"**Interest Period**" means, in relation to a Utilisation, each period determined in accordance with Clause 10 (*Interest Periods*) and, in relation to an Unpaid Sum, each period determined in accordance with Clause 9.3 (*Default interest*).

"**Interpolated Screen Rate**" means, in relation to any Loan, the rate which results from interpolating on a linear basis between:

(a) the applicable Screen Rate for the longest period (for which that Screen Rate is available) which is less than the Interest Period of that Loan; and

(b) the applicable Screen Rate for the shortest period (for which that Screen Rate is available) which exceeds the Interest Period of that Loan,

each as of the Specified Time on the Quotation Day for the currency of that Loan.

"**Inventory Financing**" means a financing arrangement pursuant to which a member of the Group sells inventory to a bank or other institution (or a special purpose vehicle or partnership incorporated or established by or on behalf of such bank or other institution or an Affiliate of such bank or other institution) and has an obligation to repurchase such inventory to the extent that it is not sold to a third party within a specified period.

"**July 2021 Prepayments**" means the Facility I July 2021 Prepayment, Facility J July 2021 Prepayment, Facility K July 2021 Prepayment, Facility L1 July 2021 Prepayment, Facility L3 July 2021 Prepayment and Facility L4 July 2021 Prepayment.

"**Joint Venture**" means any joint venture entity, whether a company, unincorporated firm, undertaking, association, joint venture or partnership or any other entity.

"**KPI**" has the meaning given to that term in Schedule 17 (*Sustainability-Linked Loans – KPIs*).

"**KPI Certificate**" has the meaning given to that term in Schedule 17 (*Sustainability-Linked Loans – KPIs*).

"**Lease**" has the meaning given to such term in Clause 21.1 (*Financial definitions*).

"**Legal Opinions**" means the legal opinions delivered to the Agent pursuant to paragraph 4 (*Legal opinions*) of Part I of Schedule 2 (*Conditions Precedent*) or paragraph 4 (*Legal opinions*) of Part II of Schedule 2 (*Conditions Precedent*).

"**Legal Reservations**" means:

(a) the principle that equitable remedies may be granted or refused at the discretion of a court and the limitation of enforcement by laws relating to insolvency, reorganisation and other laws generally affecting the rights of creditors;

(b) the time barring of claims under the Limitation Act 1980 and the Foreign Limitation Periods Act 1984, the possibility that an undertaking to assume liability for or indemnify a person against non-payment of UK stamp duty may be void and defences of set-off or counterclaim;

(c) similar principles, rights and defences under the laws of any Relevant Jurisdiction; and

(d) any other matters which are set out as qualifications or reservations as to matters of law in the Legal Opinions.

"**Lender**" means:

(a) any Original Lender; and

(b) any bank, financial institution, trust, fund or other entity which has become a Party in accordance with Clause 2.2 (*Accordion*) or Clause 26 (*Changes to the Lenders*),

which in each case has not ceased to be a Party in that capacity in accordance with the terms of this Agreement.

"**LIBOR**" means, in relation to any Loan in dollars or sterling:

(a) the applicable Screen Rate;

(b) (if no Screen Rate is available for the Interest Period of that Loan) the Interpolated Screen Rate for that Loan; or

(c) if:

(i) no Screen Rate is available for dollars and/or sterling; or

(ii) no Screen Rate is available for the Interest Period of that Loan and it is not possible to calculate an Interpolated Screen Rate for that Loan,

the Reference Bank Rate,

as of, in the case of paragraphs (a) and (c) above, the Specified Time on the Quotation Day for dollars and/or sterling and for a period equal in length to the Interest Period of that Loan and, if that rate is less than zero, LIBOR shall be deemed to be zero.

"**Loan**" means a Facility A Loan, Facility B Loan, Facility C Loan, Facility D1 Loan, Facility D2 Loan, Facility E Loan, Facility F Loan, Facility G Loan, Facility H Loan, Facility I Loan, Facility J Loan, Facility K Loan, Facility L1 Loan, Facility L2 Loan, Facility L3 Loan, Facility L4 Loan, Facility M Loan or any other Loan under any Facility established pursuant to Clause 2.2 (*Accordion*).

"**London Business Day**" means a day (other than a Saturday or Sunday) on which banks are open for general business in London.

"**Majority Lenders**" means a Lender or Lenders whose Commitments aggregate 66⅔% or more of the Total Commitments (or, if the Total Commitments have been reduced to zero, aggregated 66⅔% or more of the Total Commitments immediately prior to the reduction).

"**Margin**" means, in relation to any Loan or Unpaid Sum, as at the date of this Agreement 2.50 per cent. per annum, but if:

(a) no Event of Default has occurred and is continuing; and

(b) the Consolidated Leverage Ratio in respect of the most recently completed Reference Period is within a range set out below, then the Margin for each Loan in respect of a particular Facility will be the percentage per annum set out below opposite that range:

Consolidated Leverage Ratio	**Margin (per cent. per annum)**		
	Column 1[16] **Facility A, Facility B, Facility C, Facility D1, Facility D2, Facility E, Facility F, Facility G and Facility H**	**Column 2** **Facility I, Facility J, Facility K, Facility L1, Facility L3, Facility L4 and Facility M**	**Column 3** **Facility L2**
Greater than or equal to 6.00:1	4.750	4.750	4.250
Less than 6.00:1 but greater than or equal to 5:50:1	4.250	4.250	3.750
Less than 5:50:1 but greater than or equal to 5.00:1	3.750	3.750	3.250
Less than 5.00:1 but greater than or equal to 4.50:1	3.000	3.000	2.500
Less than 4.50:1 but greater than or equal to 4.00:1	2.500	2.500	2.100
Less than 4.00:1 but greater than or equal to 3.50:1	2.125	2.125	1.800
Less than 3.50:1 but greater than or equal to 3.00:1	1.750	1.750	1.500
Less than 3.00:1 but greater than or equal to 2.50:1	1.500	1.500	1.250
Less than 2.50:1	1.250	1.250	1.000

16 The figures in column 1 have been included pursuant to the 2020 Amendment Agreement but the Margin grid as a whole has been updated pursuant to the 2020 Further Amendment Agreement.

However:

(i) any increase or decrease in the Margin for a Loan shall take effect on the date (the "**reset date**") which is the first day of the next Interest Period for that Loan following receipt by the Agent of the Compliance Certificate for that Reference Period pursuant to Clause 20.2 (*Compliance Certificate*) or, if the increase or decrease relates to the adjustment to the Margin in relation to the KPI Certificate in accordance with Schedule 17 (*Sustainability-Linked Loans – KPIs*), the first day of the next Interest Period for that Loan following receipt by the Agent of the KPI Certificate from the Borrower required pursuant to Schedule 17 (*Sustainability-Linked Loans – KPIs*);

(ii) if, following receipt by the Agent of the Compliance Certificate related to the relevant annual financial statements, that Compliance Certificate does not confirm the basis for either a reduced or an increased Margin which applied during that annual period, then the relevant provisions of paragraph (b) of Clause 9.2 (*Payment of interest*) shall apply from the reset date and the Margin for that Loan shall be the percentage per annum determined using the table above and the revised Consolidated Leverage Ratio calculated using the figures in that Compliance Certificate;

(iii) if, following the Covenant Reset Date, the Consolidated Leverage Ratio in respect of any completed Reference Period is, at any time, greater than 3.75:1, the number for the Margin in each range set out in the table above shall be increased by 25 basis points and the percentage per annum for the Margin applicable to that range shall be the result of that increase;

(iv) while an Event of Default has occurred and is continuing, the Margin for each Loan shall be the highest per cent. per annum applicable to that Loan as set out from time to time in paragraph (b) above;

(v) for the purpose of determining the Margin, the Consolidated Leverage Ratio and Reference Period shall be determined in accordance with Clause 21.1 (*Financial definitions*); and

(vi) if as a result of the delivery of the KPI Certificate in accordance with Schedule 17 (*Sustainability-Linked Loans – KPIs*), the Borrower reports that, for each KPI, it has:

(A) achieved or surpassed the Annual KPI Target in respect of that KPI included in Schedule 17 (*Sustainability-Linked Loans – KPIs*), then the Margin figures contained in column 2 and column 3 in the table above will be reduced by 0.01 per cent. per annum for that Annual KPI Target achieved or surpassed; and

(B) crossed a Penalty Threshold in respect of that KPI included in Schedule 17 (*Sustainability-Linked Loans – KPIs*), then the Margin figures contained in column 2 and column 3 in the table above will be increased by 0.01 per cent. per annum for that Penalty Threshold the Borrower crosses,

with the final adjustment to the Margin figures in column 2 and column 3 being the aggregate net calculation of (A) and (B) of this sub-paragraph (vi) in respect of all KPIs, as specified in the KPI Certificate delivered to the Agent by the Borrower pursuant to Schedule 17 (*Sustainability-Linked Loans – KPIs*).

"**Material Adverse Effect**" means a material adverse effect on:

(a) the business, property, assets, condition (financial or otherwise) or operations of the Group, taken as a whole; or

(b) the rights or remedies of any Finance Party under the Finance Documents; or

(c) the ability of any Obligor to perform its obligations under the Finance Documents or the validity or enforceability, effectiveness or ranking of any of the Transaction Security granted or purported to be granted under or pursuant to any of the Finance Documents.

"**Material Subsidiary**" means, from the date of this Agreement up to (and excluding) the date on which the first Compliance Certificate to be delivered under Clause 20.2 (*Compliance Certificate*) is delivered in accordance with that Clause, those companies set out in Schedule 13 (*Material Subsidiaries*) and, thereafter, means any Subsidiary of the Borrower which:

(a) has total gross assets representing 5 per cent. or more of the total consolidated assets of the Group;

(b) has revenues representing 5 per cent. or more of the consolidated turnover of the Group; and/or

(c) has earnings before interest, tax, depreciation and amortisation calculated on the same basis as Operating EBITDA, representing 5 per cent. or more of the consolidated Operating EBITDA of the Group,

in each case calculated on a consolidated basis (without duplication) and any Holding Company of any such Subsidiary or of an Obligor.

Compliance with the conditions set out in paragraphs (a) to (c) shall be determined by reference to the most recent Compliance Certificate supplied by the Borrower and/or the latest audited financial statements of that Subsidiary (if available) and the latest audited consolidated financial statements of the Group, but if a Subsidiary has been acquired since the date as at which the latest audited consolidated financial statements of the Group were prepared, the financial statements shall be adjusted to take into account the acquisition of that Subsidiary (that adjustment being certified by the Group's auditors as representing an accurate reflection of each of the respective revised total assets and turnover of the Group).

A report by the auditors of the Borrower (or, as the case may be, any other internationally recognised accounting firm that is approved by the Agent) that a Subsidiary is a Material Subsidiary shall, in the absence of manifest error, be conclusive and binding on all Parties.

"**Mexican Security Trust Agreement**" means the Mexican security trust agreement dated 17 September 2012, as amended and/or restated from time to time, entered into, among others, by the Borrower, Empresas Tolteca, CEMEX Central, S.A. de C.V., Interamerican Investments Inc., CEMEX Operaciones México, S.A. de C.V and CEMEX México, which secures the obligations of the Obligors arising from the Finance Documents.[17]

"**Mexico**" means the United Mexican States.

"**Month**" means a period starting on one day in a calendar month and ending on the numerically corresponding day in the next calendar month, except that:

(a) if the numerically corresponding day is not a Business Day, that period shall end on the next Business Day in that calendar month in which that period is to end if there is one or, if there is not, on the immediately preceding Business Day; and

(b) if there is no numerically corresponding day in the calendar month in which that period is to end, that period shall end on the last Business Day in that calendar month.

The above rules will only apply to the last Month of any period. "**Monthly**" shall be construed accordingly.

"**Moody's**" means Moody's Investors Services Limited or any successor to its ratings business.

"**Multiemployer Plan**" means a "multiemployer plan" as defined in Section 4001(a)(3) of ERISA that is subject to Title IV of ERISA to which any Obligor or any ERISA Affiliate is making contributions or has an obligation to make contributions.

"**New Lender**" has the meaning given to that term in Clause 26 (*Changes to the Lenders*).

"**Non-Consenting Lender**" has the meaning given to that term in Clause 38.4 (*Replacement of Lender*).

"**Non-US Pension Plan**" means any defined benefit plan, fund (including, without limitation, any superannuation fund) or other similar program established or maintained outside the United States by any Obligor or any of its Subsidiaries, primarily for the benefit of employees of such Obligor or any such Subsidiary residing outside the United States, which plan, fund or other similar program provides, or results in, retirement income, a deferral of income in contemplation of retirement, and which plan, fund or program is not a Pension Plan or Multiemployer Plan and is not otherwise subject to ERISA or the Code.

"**Obligors**" means the Borrower, the Guarantors and the Security Providers and

"**Obligor**" means any of them.

17 Given that CEMEX Central, S.A. de C.V. merged into CEMEX Operaciones México, S.A. de C.V in August 2019 and Empresas Tolteca and CEMEX México merged into the Borrower during Q1 2020 these entities are no longer parties to the Mexican Security Trust Agreement.

"**Original Financial Statements**" means:

(a) in relation to the Borrower:

(i) from the date of this Agreement up to the date of publication of its audited unconsolidated and consolidated financial statements for its Financial Year ended 31 December 2019, its audited unconsolidated and consolidated financial statements for its Financial Year ended 31 December 2016 accompanied by an audit opinion of KPMG Cárdenas Dosal, S.C. (provided that, any quarterly or half yearly financial statements published during the Financial Year ended 31 December 2019 will be prepared on the basis of the audited unconsolidated and consolidated financial statements for its Financial Year ended 31 December 2018 as restated on the basis of the accounting principles and practices after the adoption of IFRS 16); and

(ii) from the date of publication of its audited unconsolidated and consolidated financial statements for its Financial Year ended 31 December 2019, its audited unconsolidated and consolidated financial statements for its Financial Year ended 31 December 2019 accompanied by an audit opinion of KPMG Cárdenas Dosal, S.C.;

(b) in relation to CEMEX España, its audited consolidated financial statements for its financial year ended 31 December 2016; and

(c) in relation to any other Guarantor, its most recent annual financial statements (audited, if available).

"**Original Obligor**" means the Borrower, an Original Guarantor or an Original Security Provider.

"**Outlook**" means a rating outlook of the Borrower with regard to the Borrower's economic and/or fundamental business condition, as assigned by a Rating Agency.

"**Participating Member State**" means any member state of the European Union that has the euro as its lawful currency in accordance with legislation of the European Union relating to Economic and Monetary Union.

"**Party**" means a party to this Agreement.

"**Penalty Threshold**" has the meaning given to that term in Schedule 17 (*Sustainability-Linked Loans – KPIs*).

"**Pension Plan**" means a "pension plan" as such term is defined in Section 3(2) of ERISA, which is subject to Title IV of ERISA (other than a multiemployer plan as defined in Section 4001(a)(3) of ERISA), and with respect to which any Obligor or any ERISA Affiliate is an "employer" as defined in Section 3(5) of ERISA.

"**Permitted Acquisition**" means:

(a) an acquisition by a member of the Group of an asset sold, leased, transferred or otherwise disposed of by another member of the Group in circumstances constituting a Permitted Disposal;

(b) an acquisition of shares or securities pursuant to a Permitted Share Issue;

(c) an acquisition of cash or securities which are Cash Equivalent Investments;

(d) the incorporation of a company which on incorporation becomes a member of the Group or which is a special purpose vehicle, whether a member of the Group or not;

(e) an acquisition that constitutes a Permitted Joint Venture;

(f) an acquisition of assets and, if applicable, cash, in exchange for other assets and, if applicable, cash, of equal or higher value (an "**Asset Swap**");

(g) any acquisition of shares of the Borrower, any acquisition of shares of Caliza, any acquisition of shares of Centurion or any acquisition of shares of Trinidad Cement or any of its Subsidiaries pursuant to (i) an obligation in respect of any Executive Compensation Plan of the Borrower or any of its Subsidiaries or, as the case may be, of Caliza or any of its Subsidiaries, Centurion or any of its Subsidiaries or Trinidad Cement or any of its Subsidiaries as the case may be, or (ii) a Treasury Transaction permitted in accordance with Clause 22.27 (*Treasury Transactions*);

(h) any other acquisition consented to by the Agent acting on the instructions of the Majority Lenders;

(i) an acquisition of shares in the Borrower or any other member of the Group to the extent that a member of the Group has, pursuant to the terms of convertible or exchangeable securities, an obligation to deliver such shares to any holder(s) of convertible or exchangeable securities constituting Permitted Financial Indebtedness;

(j) any acquisition by a member of the Caliza Group of assets or of a company, of shares, securities or a business or undertaking (or, in each case, any interest in any of them) **provided that** (except where the assets, company, shares, securities, business or undertaking (or, in each case, any interest in any of them) acquired was disposed of by (A) a member of the Caliza Group or (B) a member of the Group which is not a member of the Caliza Group in circumstances constituting a Permitted Disposal under the definition of Permitted Disposal) the aggregate amount of the consideration for such acquisitions does not at any time (when aggregated with all other amounts of Caliza Expansion Capital then incurred) exceed the Caliza Expansion Capital Permitted Limit;

(k) any acquisition constituting a Reconstruction permitted pursuant to Clause 22.8 (*Merger*);

(l) any other acquisition of a company, of shares, securities or a business or undertaking (or, in each case, any interest in any of them) **provided that** the aggregate amount of the consideration for such acquisitions does not exceed $400,000,000 (or its equivalent in any other currencies) in any Financial Year, and **provided further that**:

(i) the figure of $400,000,000 shall be replaced by the figure $250,000,000 until such time as the Borrower delivers a Compliance Certificate for two consecutive completed Reference Periods for which a Compliance Certificate was required to have been delivered under this Agreement showing the Consolidated Leverage Ratio to be equal to or less than 5.25:1; and

(ii) if (x) an asset is acquired by a member of the Group pursuant to this paragraph (l); and (y) such asset is the subject of a Disposal by the Group within 12 Months of the date of completion of its acquisition, the unutilised portion of the amount referred to above in respect of that Financial Year shall be increased by an amount equal to the lower of (A) the amount of the consideration originally paid by the relevant member of the Group which acquired such asset and (B) the amount of the Disposal Proceeds received for such Disposal;[18]

(m) any acquisition by a member of the Centurion Group of assets or of a company, of shares, securities or a business or undertaking (or, in each case, any interest in any of them) **provided that** (except where the assets, company, shares, securities, business or undertaking (or, in each case, any interest in any of them) acquired was disposed of by (A) a member of the Centurion Group or (B) a member of the Group which is not a member of the Centurion Group in circumstances constituting a Permitted Disposal under the definition of Permitted Disposal) the aggregate amount of the consideration for such acquisitions does not at any time (when aggregated with all other amounts of Centurion Expansion Capital then incurred) exceed the Centurion Expansion Capital Permitted Limit;

(n) the acquisition or repurchase of any shares in a member of the Group which were the subject of any Caliza Offering Option, any Centurion Offering Option or any Trinidad Cement Group Offering Option (i) where those shares were not taken up in full as part of such option or (ii) pursuant to a Treasury Transaction entered into in connection with that Caliza Offering Option, Centurion Offering Option or Trinidad Cement Group Offering Option and, for the avoidance of doubt any repurchase under this paragraph (n) shall be a separate and independent right and shall not impact or utilise any other elements permitted under this Agreement including, without limitation, paragraph (l) or (p) of this definition, paragraph (c) of Clause 21.2 (*Financial condition*) the Caliza Expansion Capital Permitted Limit and the Centurion Expansion Capital Permitted Limit;

18 These amendments were included pursuant to the 2020 Amendment Agreement.

(o) the acquisition or repurchase by the Borrower, Caliza, Centurion or any member of the Trinidad Cement Group of its own shares provided that, in the case of the acquisition or repurchase by the Borrower, (i) the aggregate nominal value of any shares acquired or repurchased by it in any Financial Year pursuant to this paragraph (o) does not (when aggregated with the amount of all distributions made by it in that Financial Year pursuant to paragraph (a) of the definition of "Permitted Distribution") exceed $200,000,000 (or its equivalent) and (ii) the Borrower may only acquire or repurchase any of its shares pursuant to this paragraph (o) if it has delivered a Compliance Certificate in respect of the most recent Reference Period for which a Compliance Certificate was required to have been delivered under this Agreement showing a Consolidated Leverage Ratio in respect of that Reference Period of 4.00:1 or less;

(p) any acquisition if:

(i) the cash consideration for that acquisition (when aggregated with the cash consideration for any other acquisition made pursuant to this paragraph (p)(i) in the four Financial Quarters ending prior to the date of the proposed acquisition) does not exceed the aggregate amount of free cash flow generated by the Group after deduction of total capital expenditure (as reported by the Borrower in its quarterly earnings report filed with the relevant authority) during the same four Financial Quarter period provided that such acquisitions shall be permitted only on and from the date that the Borrower delivers a Compliance Certificate for two consecutive completed Reference Periods for which a Compliance Certificate was required to have been delivered under this Agreement showing the Consolidated Leverage Ratio to be equal to or less than 5.25:1[19]; and/or

(ii) the acquisition is funded from the proceeds of any disposals of assets received by the Group during the 12 months prior to the making of that acquisition and/or Financial Indebtedness which had been repaid using the proceeds of any disposals of assets received by the Group during the 12 months prior to the making of that acquisition and which has been incurred in up to the same amount in order to fund that acquisition provided that such acquisitions shall be permitted only on and from the date that the Borrower delivers a Compliance Certificate for two consecutive completed Reference Periods for which a Compliance Certificate was required to have been delivered under this Agreement showing the Consolidated Leverage Ratio to be equal to or less than 5.25:1[20]; and/or

(iii) the acquisition is funded from the proceeds of any issuance of shares where such proceeds have been received during the 18 months prior to the making of that acquisition and/or Financial Indebtedness which had been repaid using the proceeds of any issuances of shares received by the Group during the 18 months prior to the making of that acquisition and which has been incurred in up to the same amount in order to fund that acquisition; and

19 These amendments were included pursuant to the 2020 Amendment Agreement.
20 These amendments were included pursuant to the 2020 Amendment Agreement.

(q) any acquisition constituting a Permitted Share Buy-back.

"**Permitted Debt Purchase Transaction**" means, in relation to a person, a transaction where such person purchases by way of assignment or transfer any Commitment or amount outstanding under this Agreement.

"**Permitted Disposal**" means any Disposal provided that:

(a) except in the case of Disposals as between members of the Group, the Disposal is on arm's length terms;

(b) in the case of Disposals of any asset by a member of the Group (the "**Disposing Company**") to another member of the Group (the "**Acquiring Company**"), if:

(i) the Disposing Company had given Transaction Security over the asset, the Acquiring Company must give equivalent Transaction Security over that asset (and, if the Acquiring Company is not already a Security Provider, it must accede to this Agreement as an Additional Security Provider); and

(ii) the Disposing Company is a Guarantor, the Acquiring Company must be a Guarantor guaranteeing at all times an amount no less than that guaranteed by the Disposing Company (subject to any applicable guarantee limitations),

provided that the conditions set out in paragraphs (i) and (ii) above shall only apply (A) to a Disposal of shares if such Disposal would result in the Acquiring Company becoming a Material Subsidiary, or (B) to a Disposal of other assets if all or substantially all of the assets of the Disposing Company are being disposed of; and

(c) a Disposal of any shares in a member of the Group to a person who is not a member of the Group may only be made:

(i) pursuant to an obligation in respect of any Executive Compensation Plan, any Caliza Transaction, any Centurion Transaction or any Trinidad Cement Group Transaction; or

(ii) if all the shares in that entity owned by members of the Group are the subject of the Disposal; or

(iii) where only a part of the shares in that entity (except Obligors) owned by members of the Group are the subject of the Disposal, if the aggregate value of shares so disposed of in any Financial Year is not greater than US$100,000,000 (or its equivalent in any other currencies).

"**Permitted Distribution**" means the declaration, making or payment of a dividend, charge, fee or other distribution (or interest on any unpaid dividend, charge, fee or other distribution):

(a) on or in respect of the share capital of the Borrower or any Subsidiary of the Borrower provided that (i) the aggregate amount of all distributions made by the Borrower in any Financial Year does not (when aggregated with the nominal value of all shares acquired or repurchased by it in any Financial Year pursuant to paragraph (o) of the definition of "Permitted Acquisition") exceed $200,000,000 (or its equivalent) and (ii) the Borrower may only make a distribution on or in respect of its share capital if it has delivered a Compliance Certificate in respect of the Reference Period closest to the date of the declaration of such distribution for which a Compliance Certificate was required to have been delivered under this Agreement showing a Consolidated Leverage Ratio in respect of that Reference Period of 4.00:1 or less; or

(b) that is:

(i) a recapitalisation of earnings on or in respect of the share capital of the Borrower (or any class of its share capital) pursuant to which additional share capital of the Borrower or the right to subscribe for additional share capital is issued to the existing shareholders of the Borrower on a *pro rata* basis;

(ii) by way of the issuance of common equity securities of the Borrower or the right to subscribe for such common equity securities to the existing shareholders of the Borrower on a *pro rata* basis;

(iii) by way of the issuance of common equity securities of Caliza or the right to subscribe for such common equity securities to the existing shareholders of Caliza on a *pro rata* basis;

(iv) by way of the issuance of common equity securities of Centurion or the right to subscribe for such common equity securities to the existing shareholders of Centurion on a *pro rata* basis; or

(v) by way of the issuance of common equity securities of any member of the Trinidad Cement Group or the right to subscribe for such common equity securities to the existing shareholders of any member of the Trinidad Cement Group on a *pro rata* basis,

provided that, for the avoidance of doubt, no cash or other asset (other than the common equity securities referred to above) of any member of the Group (or any interest in any such cash or asset) is paid or otherwise transferred or assigned to any person that is not a member of the Group in connection with such distribution or interest; or

(c) that is a payment of interest (at a time at which no Default is continuing) on any perpetual debt securities issued by the Borrower or New Sunward Holding Financial Ventures B.V. or otherwise permitted by this Agreement; or

(d) to any minority shareholders of any Subsidiary of the Borrower; (i) *pro rata* to its holding in such Subsidiary and **provided that** all other shareholders of the relevant Subsidiary receive their equivalent *pro rata* share in any such dividend, charge, fee, distribution or interest payment at the same time; or (ii) in the case

of minority shareholders of Assiut Cement Company on any basis (whether *pro rata* to its holding in such Subsidiary or otherwise), **provided that** the maximum aggregate amount distributed under this sub-paragraph (ii) must not exceed $25,000,000 (or its equivalent) from the date of this Agreement to the last Termination Date; or

(e) that is pursuant to any obligation or undertaking entered into by (i) Trinidad Cement Limited or any of its Subsidiaries prior to the date of this Agreement relating to an agreement with the union of Trinidad Cement Limited or that Subsidiary to provide shares in Trinidad Cement Limited or that Subsidiary to unionised employees of that company or (ii) Trinidad Cement or any of its Subsidiaries at any time after the date of this Agreement relating to an agreement with the union of Trinidad Cement or that Subsidiary to provide shares in Trinidad Cement or that Subsidiary to unionised employees of that company, provided that this sub-paragraph (ii) only relates to such obligations or undertakings that are entered into after the date of this Agreement that are no greater in scope than the obligations that had been taken on by Trinidad Cement Limited or any of its Subsidiaries in respect of the same subject matter prior to the date of this Agreement; or

(f) pursuant to a Permitted Share Buy-back.

"**Permitted Exchange**" means any exchange or conversion of any Financial Indebtedness (including for this purpose convertible or exchangeable securities) for an issuance of shares, equity securities or equity-linked securities by any member of the Group **provided that** the principal amount of such shares, equity securities or equity-linked securities are not redeemable (other than for other shares, equity securities or equity-linked securities) prior to the last Termination Date.

"**Permitted Financial Indebtedness**" means:

(a) any Financial Indebtedness whatsoever incurred by an Obligor which Financial Indebtedness may, at the discretion of the Borrower, share in the Transaction Security; and

(b) any Financial Indebtedness incurred by a member of the Group which is not an Obligor:

(i) that is Existing Financial Indebtedness including any such Existing Financial Indebtedness to the extent that it is refinanced or replaced from time to time provided that the aggregate principal amount of such Financial Indebtedness does not increase above the principal amount outstanding as at the date of this Agreement (except as otherwise permitted or not restricted by this Agreement or by the amount of any capitalised interest under any facility or instrument that provided for capitalisation of interest on those terms as at the date of this Agreement);

(ii) that is owed to a member of the Group;

(iii) that constitutes a Permitted Securitisation;

(iv) arising under factoring arrangements, Inventory Financing arrangements or export credit facilities or any similar arrangements for the purchase of equipment (**provided that** any Security granted in relation to any such facility relates solely to equipment, the purchase of which was financed under such facility) or pursuant to sale and lease-back transactions **provided that** the maximum aggregate Financial Indebtedness of members of the Group which are not Obligors under such transactions does not exceed $500,000,000 at any time (disregarding, for the purpose of such limit, any amount of Financial Indebtedness of such members of the Group arising under such arrangements permitted under this paragraph (iv) and in place as at the date of this Agreement including any amounts under such Financial Indebtedness which has been repaid and reborrowed whether pursuant to the terms of the arrangement constituting such Financial Indebtedness when originally advanced or otherwise);

(v) incurred for the purposes of refinancing Financial Indebtedness of any member of the Group which is not an Obligor;

(vi) that becomes Financial Indebtedness solely as a result of any change in Applicable GAAP after the date of this Agreement and that existed prior to the date of such change in Applicable GAAP (or that replaces, and is on substantially the same terms as, such Financial Indebtedness);

(vii) of any person acquired by a member of the Group pursuant to a Permitted Acquisition **provided that**: (i) such Financial Indebtedness existed prior to the date of the acquisition and was not incurred, increased or extended in contemplation of, or since, the acquisition; and (ii) the aggregate amount of any such Financial Indebtedness of members of the Group which are not Obligors does not exceed $200,000,000 at any time;

(viii) under Treasury Transactions entered into in accordance with Clause 22.27 (*Treasury Transactions*);

(ix) incurred pursuant to or in connection with any cash pooling or other cash management agreements in place with a bank or financial institution, but only to the extent of offsetting credit balances of a member of the Group which is not an Obligor pursuant to such cash pooling or other cash management arrangement;

(x) constituting Financial Indebtedness for taxes levied, assessments due and other governmental charges required to be paid as a matter of law or regulation in the ordinary course of trading;

(xi) that constitutes a Permitted Joint Venture;

(xii) that constitutes a Permitted Working Capital Facility;

(xiii) incurred by a member of the Caliza Group for the purposes of financing Caliza Expansion Capital in the amount of the Caliza Expansion Capital to be incurred (**provided that** the aggregate of all such Caliza Expansion Capital (other than any such amount that is funded from Relevant Proceeds) may not exceed the Caliza Expansion Capital Permitted Limit at any time);

(xiv) incurred by a member of the Centurion Group for the purposes of financing Centurion Expansion Capital in the amount of the Centurion Expansion Capital to be incurred (**provided that** the aggregate of all such Centurion Expansion Capital (other than any such amount that is funded from Relevant Proceeds) may not exceed the Centurion Expansion Capital Permitted Limit at any time);

(xv) not permitted by the preceding paragraphs or as a Permitted Transaction and the outstanding principal amount of which (when aggregated with the aggregate principal amount of any Financial Indebtedness of Obligors which is guaranteed by members of the Group which are not Obligors) does not exceed $500,000,000 (or its equivalent) in aggregate; and

(xvi) approved by the Agent acting on the instructions of the Majority Lenders,

provided that for the purposes of sub-paragraph (b) only, such Financial Indebtedness of members of the Group which are not Obligors shall not benefit from the Transaction Security but may be secured to the extent that any such Security or Quasi-Security put in place would constitute Permitted Security.

"**Permitted Fundraising**" means:

(a) any issuance of equity securities by the Borrower paid for in full in cash on issue (and, for the avoidance of doubt, such securities may be issued with an original issue discount) and not redeemable on or prior to the Termination Date and where such issue does not lead to a Change of Control; and

(b) any issuance of equity-linked securities issued by any member of the Group that are linked solely to, and result only in the issuance of, equity securities of the Borrower otherwise entitled to be issued under this definition (and that do not, for the avoidance of doubt, result in the issuance of any equity securities by such member of the Group) and that are paid for in full in cash on issue (and, for the avoidance of doubt, such securities may be issued with an original issue discount) and where such issue does not lead to a Change of Control (**provided that** such securities do not provide for the payment of interest in cash and are not redeemable on or prior to the Termination Date).

"**Permitted Fundraising Proceeds**" means the cash proceeds received by any member of the Group from a Permitted Fundraising.

"**Permitted Guarantee**" means:

(a) any guarantee or similar provided by an Obligor; and

(b) in relation to any member of the Group which is not an Obligor:

(i) any guarantee existing on the date of this Agreement;

(ii) the endorsement of negotiable instruments in the ordinary course of trade but excluding an *aval*;

(iii) any performance guarantee or Contingent Instrument guaranteeing performance by a member of the Group under any contract entered into in the ordinary course of trade;

(iv) any guarantee of a Joint Venture to the extent permitted by Clause 22.20 (*Joint ventures*);

(v) any guarantee (including an *aval*) of Financial Indebtedness falling within the definition of Permitted Financial Indebtedness;

(vi) any guarantee given in respect of the netting or set-off arrangements permitted pursuant to paragraph (B) of the definition of Permitted Security;

(vii) any indemnity given in the ordinary course of business by any member of the Group which is not an Obligor in connection with its commercial or corporate activities, including but not limited to any Permitted Disposal, Permitted Acquisition, or any indemnity given to professional advisers on customary terms as part of the terms of their engagement;

(viii) any guarantee given by a member of the Group which is not an Obligor in respect of the obligations of another member of the Group which is not an Obligor;

(ix) any guarantee consented to by the Agent acting on behalf of the Majority Lenders;

(x) any guarantee given by a member of the Group in respect of obligations of a member of the Caliza Group or of the Centurion Group under Financial Indebtedness permitted to be incurred under paragraph (b)(xiii) or (b)(xiv), as applicable of the definition of Permitted Financial Indebtedness; and

(xi) any other guarantee that does not fall within paragraphs (i) to (x) above given by a member of the Group which is not an Obligor **provided that** at any time the aggregate principal amount guaranteed by all such guarantees does not exceed $500,000,000 (or its equivalent) (and **provided further that** (i) any performance bonds, banker's acceptances or guarantee, bonding, documentary or stand-by letter of credit facilities shall only be counted towards such limit to the extent that such performance bond, banker's acceptance, guarantee, bonding, documentary or stand-by letter of credit facility constitutes Debt and (ii) where such guarantee is to be given by a member of the Group that is not an Obligor in relation to Financial Indebtedness of an Obligor, such guarantee shall be considered as Financial Indebtedness for the purposes of paragraph (b)(xv) of the definition of Permitted Financial Indebtedness).

"**Permitted Joint Venture**" means any investment in any Joint Venture (by way of a subscription for shares in, loan to, guarantee in respect of the liabilities of or transfer of assets to that Joint Venture) where:

(a) such investment exists or a member of the Group is contractually committed to such investment at the date of this Agreement; or

(b) such investment is otherwise permitted under, or not restricted by, this Agreement (other than pursuant to paragraph (e) of the definition of "Permitted Acquisition", paragraph (b)(xi) of the definition of "Permitted Financial Indebtedness", paragraph (b)(iv) of the definition of "Permitted Guarantee", paragraph (c) of the definition of "Permitted Loan" or paragraph (i) of the definition of "Permitted Share Issue").

"**Permitted Loan**" means:

(a) any trade credit extended by any member of the Group to its customers on normal commercial terms and in the ordinary course of its trading activities;

(b) Financial Indebtedness which is referred to in the definition of, or otherwise constitutes, Permitted Financial Indebtedness (except under paragraph (b)(iii) of that definition);

(c) a loan made to a Joint Venture to the extent permitted under Clause 22.20 (*Joint ventures*);

(d) a loan made by a member of the Group to another member of the Group;

(e) deferred consideration in relation to Disposals falling within the definition of Permitted Disposal;

(f) a loan made by a member of the Group to an employee or director of any member of the Group if the amount of that loan when aggregated with the amount of all loans to employees and directors by members of the Group does not exceed $15,000,000 (or its equivalent) at any time;

(g) any loan consented to by the Agent acting on the instructions of the Majority Lenders;

(h) a loan arising as a result of an advance payment of Capital Expenditure made in the ordinary course of trading where such Capital Expenditure is permitted under this Agreement;

(i) any credit extended by way of receipt by a member of the Group of promissory notes in exchange for supplying materials or services for use in Mexican public works projects as long as the aggregate principal amount of the Financial Indebtedness under such loan(s) does not exceed $100,000,000 (or its equivalent) at any time; and

(j) any other loan(s) as long as the aggregate principal amount of the Financial Indebtedness under any such loan(s) does not exceed $250,000,000 (or its equivalent) at any time provided that the figure of $250,000,000 shall be replaced by the figure $150,000,000 until such time as the Borrower delivers a Compliance Certificate for two consecutive completed Reference Periods for which a Compliance Certificate was required to have been delivered under this Agreement showing the Consolidated Leverage Ratio to be equal to or less than 5.25:1.[21]

"**Permitted Put/Call Proceeds**" means any cash or other assets arising out of or in connection with any Permitted Put/Call Transaction, including, but not limited to, any settlement, disposal, transfer, assignment, close-out or other termination of such Permitted Put/Call Transaction.

"**Permitted Put/Call Transaction**" means any call option, call spread, capped call transaction, put option, put spread, capped put transaction or any combination of the foregoing and/or any other Treasury Transaction or transactions having a similar effect to any of the foregoing, in each case entered into, sold or purchased not for speculative purposes but for the purposes of managing specific risks or exposures associated with any issuance of Relevant Convertible/Exchangeable Obligations.

"**Permitted Reorganisation**" means, any intra-Group reorganisation (including any Reconstruction) **provided that** upon completion of each step in the Permitted Reorganisation the requirements of Clause 22.28 (*Transaction Security*) are satisfied, where relevant.

"**Permitted Securitisations**" means a transaction or series of related transactions providing for the securitisation of receivables and related assets by the Borrower or its Subsidiaries, including a sale at a discount, **provided that** (i) such receivables have been transferred, directly or indirectly, by the originator thereof to a person that is not a member of the Group in a manner that satisfies the requirements for an absolute conveyance (or, where the originator is organised in Mexico, a true sale), and not merely a pledge, under the laws and regulations of the jurisdiction in which such originator is organised; and (ii) except for customary representations, warranties, covenants and indemnities, such sale, transfer or other securitisation is carried out on a non-recourse basis or on a basis where recovery is limited solely to the collection of the relevant receivables (other than where such recourse or recovery is required pursuant to Article 122a of the Capital Requirements Directive of the European Parliament and of the Council of the European Union (as introduced by Directive 2009/111/EC of 16 September 2009, amending Directives 2006/48/EC, 2006/49/EC and 2007/64/EC) (as further amended or replaced from time to time, including, without limitation, by virtue of Articles 404 to 410 of Regulation (EU) No 575/2013 of the European Parliament and of the Council of 26 June 2013 on prudential requirements for credit institutions and investment firms) and any relevant implementing legislation or pursuant to any analogous laws or regulations in any jurisdiction (the "**Relevant Legislation**")).

"**Permitted Security**" has the meaning given to such term in Clause 22.5 (*Negative pledge*).

21 These amendments were included pursuant to the 2020 Amendment Agreement.

"**Permitted Share Buy-back**" means any acquisition or repurchase by the Borrower, directly or indirectly, of its own shares (or securities representing such shares), provided that (i) the aggregate value of all shares (or securities representing such shares) acquired or repurchased by it pursuant to this definition does not exceed US$500,000,000 (or its equivalent) and (ii) such acquisition or repurchase will only be permitted if, at the time of such acquisition or repurchase, the Consolidated Leverage Ratio reported in the Compliance Certificate delivered most recently prior to the date of the proposed acquisition or repurchase shows a Consolidated Leverage Ratio of 4.50:1 or less.[22]

"**Permitted Share Issue**" means:

(a) a Permitted Fundraising;

(b) an issue of shares by a member of the Group which is a Subsidiary of the Borrower to another member of the Group (and, where the member of the Group has a minority shareholder, to that minority shareholder on a *pro rata* basis) where (if the existing shares of the Subsidiary are the subject of the Transaction Security) the newly-issued shares also become subject to the Transaction Security on the same terms;

(c) an issue of shares by the Borrower to comply with an obligation in respect of any Executive Compensation Plan of the Borrower;

(d) an issue of common equity securities of the Borrower or other equity-like instruments of the Borrower or any other member of the Group either (i) by the Borrower or (ii) to any member of the Group where the Borrower or that member of the Group has an obligation to deliver such shares or other equity-like instruments to a counterparty pursuant to the terms of any Permitted Put/Call Transaction or an obligation to deliver such shares or other equity-like instruments to the holder(s) of convertible or exchangeable securities comprising Financial Indebtedness permitted pursuant to, or not restricted by, Clause 22.6 (*Financial Indebtedness*) pursuant to the terms and conditions of such convertible or exchangeable securities (as amended from time to time);

(e) an issue of shares by Caliza, by Centurion or by any member of the Trinidad Cement Group to comply with an obligation in respect of any Executive Compensation Plan of Caliza, Centurion or any member of the Trinidad Cement Group, as applicable;

(f) an issue of shares by Caliza pursuant to a Caliza Transaction, an issue of shares by Centurion pursuant to a Centurion Transaction or an issue of shares by any member of the Trinidad Cement Group pursuant to a Trinidad Cement Group Transaction;

(g) any issue of shares by the Borrower, Caliza, Centurion or any member of the Trinidad Cement Group which comprise the consideration for a Permitted Acquisition;

22 These amendments were included pursuant to the 2020 Amendment Agreement.

(h) an issue of shares by any member of the Trinidad Cement Group pursuant to any commitments made by any member of the Trinidad Cement Group prior to the date of this Agreement provided that, in the case of Trinidad New HoldCo and any other successor company to such company in the role of holding company of the Borrower's interests in the Trinidad Cement Group, such commitments may be entered into after the date of this Agreement and shares so issued so long as the commitments to issue shares are no greater in scope than the obligations that have been taken on by Trinidad Cement Limited in respect of the issuance of its shares prior to the date of this Agreement;

(i) an issue of shares which constitutes a Permitted Joint Venture; and

(j) any issue of shares consented to by the Agent acting on the instructions of the Majority Lenders.

"**Permitted Transaction**" means:

(a) any disposal required, Financial Indebtedness incurred, guarantee, indemnity or Security given, or other transaction arising, under the Finance Documents;

(b) the solvent liquidation or reorganisation of any member of the Group which is not an Obligor so long as any payments or assets distributed as a result of such liquidation or reorganisation are distributed to other members of the Group (and, where the member of the Group has a minority shareholder, to that minority shareholder on a *pro rata* basis);

(c) any Permitted Reorganisation;

(d) transactions (other than (i) any sale, lease, license, transfer or other disposal and (ii) the granting or creation of Security or the incurring or permitting to subsist of Financial Indebtedness) conducted in the ordinary course of trading on arm's length terms;

(e) any guarantee arising under or as a result of, or pursuant to, the terms of a Lease; and

(f) any acquisition of (x) an asset that is subject to a Lease; or (y) a company (or shares or securities in a company) a business or undertaking (including where a Joint Venture arises) where the asset or assets that is or are the subject of the Lease is or are the only asset(s) owned by the relevant or underlying company, business or undertaking, in each case, pursuant to or as required by the terms of, a Lease.

"**Permitted Working Capital Basket**" has the meaning given to that term in the definition of Permitted Working Capital Facility.

"**Permitted Working Capital Facility**" means Financial Indebtedness of one or more members of the Group which are not Obligors under loan facilities, overdraft facilities, performance bonds, banker's acceptances, guarantee, bonding, documentary or stand-by letter of credit facilities, commercial paper, insurance premium financing and, in each case, other similar facilities or accommodation (in any case) for the financing of working capital of the Group or such members of the Group in an aggregate amount of

no more than $900,000,000 (or its equivalent) (the "**Permitted Working Capital Basket**") **provided that** the Permitted Working Capital Basket shall only limit any such performance bond, banker's acceptance, guarantee, bonding, documentary or stand-by letter of credit facility to the extent that such performance bond, banker's acceptance, guarantee, bonding, documentary or stand-by letter of credit facility constitutes Debt.

"**Process Agent**" means CEMEX UK at its registered address being, as at the date of this Agreement, CEMEX House, Evreux Way, Rugby, Warwickshire, CV21 2DT, England and with fax number (+44) 01788 517009, Attn: The Secretary.

"**Promissory Note**" means a dual column English and Spanish non-negotiable promissory note issued or to be issued by the Borrower and executed *por aval* by each of the Guarantors, substantially in the form set out in Part I (*Term Loans in Dollars Pagaré No Negociable / Non-Negotiable Promissory Note*) for Term Loans in dollars, Part II (*Loans in Dollars under the revolving loan Facility Pagaré No Negociable / Non-Negotiable Promissory Note*), for Loans in dollars under any revolving loan Facility, Part III (*Term Loans in sterling Pagaré No Negociable / Non-Negotiable Promissory Note*), for Term Loans in sterling, Part IV (*Term Loans in euro Pagaré No Negociable / Non-Negotiable Promissory Note*) for Term Loans in euro and Part V (*Term Loans in Mexican pesos Pagaré No Negociable / Non-Negotiable Promissory Note*) for Term Loans in Mexican pesos of Schedule 4 (*Form of Promissory Note*).

"**Protected Party**" means a Finance Party which is or will be subject to any liability or required to make any payment for or on account of Tax in relation to a sum received or receivable (or any sum deemed for the purposes of Tax to be received or receivable) under a Finance Document.

"**Qualifying Lender**" has the meaning given to that term in Clause 13 (*Tax Gross-Up and Indemnities*).

"**Quasi-Security**" has the meaning given to that term in Clause 22.5 (*Negative pledge*).

"**Quotation Day**" means, in relation to any period for which an interest rate is to be determined:

(a) (if the currency is sterling or Mexican pesos) the first day of that period;

(b) (if the currency is dollars) two London Business Days before the first day of that period; or

(c) (if the currency is euro) two TARGET Days before the first day of that period,

unless market practice differs in the Relevant Interbank Market for that currency (other than Mexican pesos), in which case the Quotation Day for that currency will be determined by the Agent in accordance with market practice in the Relevant Interbank Market (and if quotations would normally be given by leading banks in the Relevant Interbank Market on more than one day, the Quotation Day will be the last of those days).

"**Rating**" means at any time the solicited long-term credit rating or the senior implied rating of the Borrower or an issue of securities of or guaranteed by the Borrower, where the rating is based primarily on the senior unsecured credit risk of the Borrower and/or, in the case of the senior implied rating, on the characteristics of any particular issue, assigned by a Rating Agency.

"**Rating Agency**" means S&P, Moody's or Fitch.

"**Receiver**" means a receiver or receiver and manager or administrative receiver of the whole or any part of the Charged Property.

"**Reconstruction**" has the meaning given to such term in Clause 22.8 *(Merger*).

"**Reference Bank Rate**" means the arithmetic mean of the rates (rounded upwards to four decimal places) as supplied to the Agent at its request by the Reference Banks:

(a) (in relation to LIBOR) as the rate at which the relevant Reference Bank could borrow funds in the London interbank market in the relevant currency and for the relevant period, were it to do so by asking for and then accepting interbank offers for deposits in reasonable market size in that currency and for that period; or

(b) (in relation to EURIBOR) as the rate at which the relevant Reference Bank believes one prime bank is quoting to another prime bank for interbank term deposits in euro within the Participating Member States for the relevant period.

"**Reference Banks**" means the principal London offices of BNP Paribas, ING Bank NV and such other banks as may be appointed by the Agent in consultation with the Borrower.

"**Reference Period**" has the meaning given to that term in Clause 21.1 (*Financial definitions*).

"**Reference Peso Banks**" means Banco Nacional de México, S.A., integrante del Grupo Financiero Banamex, Banco Santander México S.A. Institución de Banca Múltiple Grupo Financiero Santander Mexico, BBVA Bancomer S.A., Institución de Banca Múltiple, Grupo Financiero BBVA Bancomer, HSBC México, S.A., Institución de Banca Múltiple, Grupo Financiero HSBC, and Banco Mercantil del Norte, S.A., Institución de Banca Múltiple, Grupo Financiero Banorte and such other banks as may be appointed by the Agent in consultation with the Borrower.

"**Related Fund**" in relation to a fund (the "**first fund**"), means a fund which is managed or advised by the same investment manager or investment adviser as the first fund or, if it is managed by a different investment manager or adviser, a fund whose investment manager or investment adviser is an Affiliate of the investment manager or investment adviser of the first fund.

"**Relevant Commitment**" has the meaning given to that term in a relevant Accordion Confirmation.

"**Relevant Convertible/Exchangeable Obligations**" has the meaning given to that term in Clause 21.1 (*Financial definitions*).

"**Relevant Interbank Market**" means, in relation to euro, the European interbank market and, in relation to any other currency, the London interbank market.

"**Relevant Jurisdiction**" means, in relation to an Obligor:

(a) its jurisdiction of incorporation or formation;

(b) any jurisdiction where any asset subject to or intended to be subject to the Transaction Security to be created by it is situated;

(c) any jurisdiction where it conducts its business; and

(d) the jurisdiction whose laws govern the perfection of any of the Transaction Security Documents entered into by it.

"**Relevant Legislation**" has the meaning given to such term in the definition of Permitted Securitisations.

"**Relevant Nominating Body**" means any applicable central bank, regulator or other supervisory authority or a group of them, or any working group or committee sponsored or chaired by, or constituted at the request of, any of them or the Financial Stability Board.

"**Relevant Proceeds**" means Caliza Proceeds, Centurion Proceeds, Disposal Proceeds, Permitted Fundraising Proceeds or Permitted Put/Call Proceeds.

"**Repeating Representations**" means each of the representations set out in Clause 19.1 (*Status*) to Clause 19.5 (*Validity and admissibility in evidence*) and paragraphs (a) and (b) of Clause 19.11 (*Financial statements*).

"**Repayment Date**" means a Facility A Repayment Date, Facility B Repayment Date, Facility C Repayment Date, Facility D1 Repayment Date, Facility E Repayment Date, Facility F Repayment Date, Facility G Repayment Date, Facility H Repayment Date, Facility I Repayment Date, Facility J Repayment Date, Facility K Repayment Date, Facility L1 Repayment Date, Facility L2 Repayment Date, Facility L3 Repayment Date, Facility L4 Repayment Date or any other date specified in Clause 6 (*Repayment*) in respect of any Facility established pursuant to Clause 2.2 (*Accordion*).

"**Repayment Instalment**" means a Facility A Repayment Instalment, Facility B Repayment Instalment, Facility C Repayment Instalment, Facility D1 Repayment Instalment, Facility E Repayment Instalment, Facility F Repayment Instalment, Facility G Repayment Instalment, Facility H Repayment Instalment, Facility I Repayment Instalment, Facility J Repayment Instalment, Facility K Repayment Instalment, Facility L1 Repayment Instalment, Facility L2 Repayment Instalment, Facility L3 Repayment Instalment, Facility L4 Repayment Instalment or each instalment for repayment referred to in Clause 6 (*Repayment*) of any Facility established pursuant to Clause 2.2 (*Accordion*).

"**Replacement Benchmark**" means a benchmark rate which is:

(a) formally designated, nominated or recommended as the replacement for a Screen Rate by:

(i) the administrator of that Screen Rate (provided that the market or economic reality that such benchmark rate measures is the same as that measured by that Screen Rate); or

(ii) any Relevant Nominating Body,

and if replacements have, at the relevant time, been formally designated, nominated or recommended under both paragraphs, the "Replacement Benchmark" will be the replacement under paragraph (ii) above;

(b) in the opinion of the Majority Lenders and the Obligors, generally accepted in the international or any relevant domestic syndicated loan markets as the appropriate successor to a Screen Rate; or

(c) in the opinion of the Majority Lenders and the Obligors, an appropriate successor to a Screen Rate.

"**Representative**" means any delegate, agent, manager, administrator, nominee, attorney, trustee or custodian.

"**Reserve**" has the meaning given to such term in Clause 21.5 (*Reserve*).

"**Resignation Letter**" means a document substantially in the form set out in Schedule 8 (*Form of Resignation Letter*).

"**Responsible Officer**" means the Chief Financial Officer and/or Chief Controlling Officer of the Borrower or a person holding equivalent status (or higher).

"**Restricted Debt Purchase Transaction**" means, in relation to a person, a transaction where such person enters into any sub-participation in respect of, or enters into any other agreement or arrangement having an economic effect substantially similar to a sub-participation in respect of, any Commitment or amount outstanding under this Agreement.

"**S&P**" means Standard & Poor's Rating Services, a division of The McGraw-Hill Companies, Inc., or any successor thereto from time to time.

"**Sanctioned Country**" means a country or territory that is, or whose government is, the subject of Sanctions broadly prohibiting dealings with such government, country, or territory, including, as of the date of this Agreement, Cuba, Iran, the Crimea, North Korea, Sudan and Syria.

"**Sanctions**" means:

(a) United Nations sanctions imposed pursuant to any United Nations Security Council Resolution;

(b) U.S. sanctions administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury or any other U.S. Governmental Authority or department;

(c) EU restrictive measures implemented pursuant to any EU Council or Commission Regulation or Decision adopted pursuant to a Common Position in furtherance of the EU's Common Foreign and Security Policy;

(d) UK sanctions adopted by the Terrorist-Asset Freezing etc Act 2010 or other legislation and statutory instruments enacted pursuant to the United Nations Act 1946 or the European Communities Act 1972 or enacted by or pursuant to other laws and administered by Her Majesty's Treasury or any other Governmental Authority; and

(e) any other economic, trade sanctions or similar restrictive laws and regulations relating to economic or trade sanctions applicable to any Party or any of its Affiliates.

"**Santander España** " means Banco Santander S.A.

"**Santander México**" means Banco Santander México S.A., Institución de Banca Múltiple, Grupo Financiero Santander México.

"**SAR**" means the Mexican Retirement Savings System (*Sistema de Ahorro para el Retiro*).

"**Screen Rate**" means:

(a) in relation to LIBOR, the London interbank offered rate administered by ICE Benchmark Administration Limited (or any other person which takes over the administration of that rate) for the relevant currency and for the relevant period displayed on pages LIBOR01 or LIBOR02 of the Thomson Reuters screen (or any replacement Thomson Reuters page which displays that rate);

(b) in relation to EURIBOR, the euro interbank offered rate administered by the European Money Markets Institute (or any other person which takes over the administration of that rate) for the relevant period displayed on page EURIBOR01 of the Thomson Reuters screen (or any replacement Thomson Reuters page which displays that rate),

or, in each case, on the appropriate page of such other information service which publishes that rate from time to time in place of Thomson Reuters. If such page or service ceases to be available, the Agent may specify another page or service displaying the relevant rate after consultation with the Borrower and the Lenders; and

(c) in relation to TIIE, for each Interest Period with respect to Loans in Mexican pesos, the *Tasa de Interés Interbancaria de Equilibrio* (i) for a period equal to the relevant Interest Period or (ii) such other period so published as is most nearly equal to the relevant Interest Period, as determined by the Agent, all as published by the Banco de México in the Official Gazette of the Federation (*Diario Oficial de la Federación*) on the Quotation Day, or if such day is not a Business Day, on the immediately preceding Business Day on which there was such a quote.

"**Screen Rate Replacement Event**" means, in relation to a Screen Rate:

(a) the methodology, formula or other means of determining that Screen Rate has, in the opinion of the Majority Lenders, and the Borrower materially changed;

(b)

(i)

(A) the administrator of that Screen Rate or its supervisor publicly announces that such administrator is insolvent; or

(B) information is published in any order, decree, notice, petition or filing, however described, of or filed with a court, tribunal, exchange, regulatory authority or similar administrative, regulatory or judicial body which reasonably confirms that the administrator of that Screen Rate is insolvent,

provided that, in each case, at that time, there is no successor administrator to continue to provide that Screen Rate;

(ii) the administrator of that Screen Rate publicly announces that it has ceased or will cease, to provide that Screen Rate permanently or indefinitely and, at that time, there is no successor administrator to continue to provide that Screen Rate;

(iii) the supervisor of the administrator of that Screen Rate publicly announces that such Screen Rate has been or will be permanently or indefinitely discontinued; or

(iv) the administrator of that Screen Rate or its supervisor announces that that Screen Rate may no longer be used;

(c) the administrator of that Screen Rate determines that that Screen Rate should be calculated in accordance with its reduced submissions or other contingency or fallback policies or arrangements and the circumstance(s) or event(s) leading to such determination are not (in the opinion of the Majority Lenders and the Borrower) temporary; or

(d) in the opinion of the Majority Lenders and the Borrower, that Screen Rate is otherwise no longer appropriate for the purposes of calculating interest under this Agreement.

"**SEC**" means the U.S. Securities Exchange Commission and any successor thereto.

"**Secured Parties**" means each Finance Party from time to time party to this Agreement and any Receiver or Delegate.

"**Security**" means a mortgage, charge, pledge, lien, security trust or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

"**Security Providers**" means the Original Security Providers and any Additional Security Provider other than any Original Security Provider or Additional Security Provider which has ceased to be a Security Provider pursuant to Clause 28.4 (*Resignation of a Security Provider*) and has not subsequently become an Additional Security Provider pursuant to Clause 28.2 (*Additional Guarantors and Additional Security Providers*), and "**Security Provider**" means any of them.

"**Selection Notice**" means a notice substantially in the form set out in Part II of Schedule 3 (*Requests and Notices*) given in accordance with Clause 10 (*Interest Periods*).

"**Spain**" means the Kingdom of Spain.

"**Spanish GAAP**" means the Spanish General Accounting Plan (*Plan general de contabilidad*) approved by Royal Decree 1514/2007 as in effect from time to time and consistent with those used in the preparation of the most recent audited financial statements referred to in Clause 20.1 (*Financial statements*).

"**Spanish Public Document**" means any obligation in an *Escritura Pública* or *póliza intervenida*.

"**Specified Time**" means a time determined in accordance with Schedule 14 (*Timetables*).

"**Subordinated Optional Convertible Securities**" means:

(a) the Existing Subordinated Convertible Notes; and

(b) any Financial Indebtedness incurred by any member of the Group the terms of which provide that such indebtedness is capable of optional conversion into equity securities or other equity-like instruments of the Borrower or any member of the Group and that repayment of principal and accrued but unpaid interest thereon is subordinated (under terms customary for an issuance of such Financial Indebtedness) to all senior Financial Indebtedness of the Borrower (including, but not limited to, the Facilities) except for: (A) indebtedness that states, or is issued under a deed, indenture, agreement or other instrument that states, that it is subordinated to or ranks equally with any Subordinated Optional Convertible Securities and (B) indebtedness between or among members of the Group **provided that**:

(i) if such Financial Indebtedness is being issued to refinance Existing Subordinated Convertible Notes (only) then:

(A) principal repayments in cash of such Financial Indebtedness shall:

(1) not exceed in aggregate the amount of the fees, costs and expenses related to the refinancing of the Existing Subordinated Convertible Notes being refinanced plus the higher of (x) the nominal value of such Existing Subordinated Convertible Notes and (y) the market value of such Existing Subordinated Convertible Notes; and

(2) if payable in cash in any instalments scheduled before (but excluding) the maturity date of the Existing Subordinated Convertible Notes being refinanced, such instalments are no greater in amount or sooner in time than provided for by the Existing Subordinated Convertible Notes being refinanced; or

(B) such Financial Indebtedness shall not have any scheduled principal repayments in cash until after the last Termination Date under this Agreement; and

(ii) in all other circumstances, such Financial Indebtedness shall not have any scheduled principal repayments in cash until after the last Termination Date under this Agreement.

"**Subsidiary**" means in relation to any company, partnership or corporation, a company, partnership or corporation:

(a) which is controlled, directly or indirectly, by the first mentioned company, partnership or corporation;

(b) in the case of a company or corporation, more than half the issued share capital of which is beneficially owned, directly or indirectly, by the first mentioned company, partnership or corporation; or

(c) which is a Subsidiary of another Subsidiary of the first mentioned company, partnership or corporation,

and for this purpose, a company or corporation shall be treated as being controlled by another if that other company or corporation is able to direct its affairs and/or to control the composition of its board of directors or equivalent body.

"**Super Majority Lenders**" means, at any time, a Lender or Lenders whose Commitments aggregate 85 per cent. or more of the Total Commitments (or, if the Total Commitments have been reduced to zero, aggregated 85 per cent. or more of the Total Commitments immediately prior to that reduction).

"**Sustainability Coordinator**" means BNP Paribas or such other entity appointed to such role.

"**Sustainability-Linked Loan**" means a Facility I Loan, Facility J Loan, Facility K Loan, Facility L1 Loan, Facility L2 Loan, Facility L3 Loan, Facility L4 Loan, Facility M Loan or any other such Loan under any Facility established pursuant to Clause 2.2 (*Accordion*).

"**Swiss Obligor**" means an Obligor incorporated in Switzerland.

"**TARGET2**" means the Trans-European Automated Real-time Gross Settlement Express Transfer payment system which utilises a single shared platform and which was launched on 19 November 2007.

"**TARGET Day**" means any day on which TARGET2 is open for the settlement of payments in euro.

"**Tax**" means any tax, levy, impost, duty or other charge, deduction or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same).

"**Term Facility**" means:

(a) Facility A;

(b) Facility B;

(c) Facility C;

(d) Facility D1;

(e) Facility E;

(f) Facility F;

(g) Facility G;

(h) Facility H

(i) Facility I;

(j) Facility J;

(k) Facility K;

(l) Facility L1;

(m) Facility L2;

(n) Facility L3;

(o) Facility L4; or

(p) any new term loan facility established in accordance with Clause 2.2 (*Accordion*).

"**Term Loan**" means:

(a) a Facility A Loan;

(b) a Facility B Loan;

(c) a Facility C Loan;

(d) a Facility D1 Loan;

(e) a Facility E Loan;

(f) a Facility F Loan;

(g) a Facility G Loan;

(h) a Facility H Loan;

(i) a Facility I Loan;

(j) a Facility J Loan;

(k) a Facility K Loan;

(l) a Facility L1 Loan;

(m) a Facility L2 Loan;

(n) a Facility L3 Loan;

(o) a Facility L4 Loan; or

(p) any term loan under any new term loan facility established in accordance with Clause 2.2 (*Accordion*).

"**Termination Date**" means, in each case subject to Clause 38.3 (*Facility Change*), (i) in relation to Facility A, Facility B, Facility C, Facility D1 and Facility D2, the date falling 60 Months after the date of this Agreement,[23] (ii) in relation to Facility E, Facility F, Facility G and Facility H, the date falling 78 Months after the date of this Agreement,[24] (iii) in relation to Facility I, Facility J, Facility K, Facility L1, Facility L2, Facility L3 and Facility L4 the date falling 96 months after the date of this Agreement,[25] (iv) in relation to Facility M, the date falling 72 months after the date of this Agreement,[26] and (v) in relation to any other Facility or Facilities granted pursuant to Clause 2.2 (*Accordion*) of this Agreement, the termination date in relation to that Facility or those Facilities (as applicable).

"**TIIE**" means, in relation to any Loan in Mexican pesos:

(a) the applicable Screen Rate; or

(b) (if no Screen Rate is available for the Interest Period of that Loan) the Alternate Peso Rate;

as of, in the case of paragraphs (a) and (b) above, the Specified Time on the Quotation Day for Mexican pesos and for a period equal in length to the Interest Period of that Loan and, if that rate is less than zero, TIIE shall be deemed to be zero.

"**Third Party Disposal**" has the meaning given to such term in Clause 28.3 (*Resignation of a Guarantor*).

23 19 July 2022.
24 19 January 2024.
25 19 July 2025.
26 19 July 2023.

"**Total Commitments**" means the aggregate of the Total Facility A Commitments, Total Facility B Commitments, Total Facility C Commitments, Total Facility D1 Commitments, Total Facility D2 Commitments, Total Facility E Commitments, Total Facility F Commitments, Total Facility G Commitments, Total Facility H Commitments, Total Facility I Commitments, Total Facility J Commitments, Total Facility K Commitments, Total Facility L1 Commitments, Total Facility L2 Commitments, Total Facility L3 Commitments, Total Facility L4 Commitments, Total Facility M Commitments and any other commitments arising under any new facility established pursuant to Clause 2.2 (*Accordion*).

"**Total Facility A Commitments**" means the aggregate of the Facility A Commitments, being (i) $1,234,435,319.98 at the date of this Agreement, (ii) $98,542,800.00 as at the 2019 Amendment Effective Date, and (iii) $78,834,240.00 as at the 2020 Further Amendment Effective Date.

"**Total Facility B Commitments**" means the aggregate of the Facility B Commitments, being (i) €740,532,026.74 at the date of this Agreement, (ii) €10,822,510.82 as at the 2019 Amendment Effective Date, and (iii) €8,658,008.66 as at the 2020 Further Amendment Effective Date.

"**Total Facility C Commitments**" means the aggregate of the Facility C Commitments, being (i) £343,612,270.82 at the date of this Agreement, (ii) £86,239,938.68 as at the 2019 Amendment Effective Date, and (iii) £68,991,950.94 as at the 2020 Further Amendment Effective Date.

"**Total Facility D1 Commitments**" means the aggregate of the Facility D1 Commitments, being (i) $377,013,090.91 at the date of this Agreement, (ii) $17,483,400.00 as at the 2019 Amendment Effective Date, and (iii) $13,986,720.00 as at the 2020 Further Amendment Effective Date.

"**Total Facility D2 Commitments**" means the aggregate of the Facility D2 Commitments, being (i) $1,134,994,890.95 at the date of this Agreement, and (ii) $56,413,800.00 as at the 2020 Further Amendment Effective Date.

"**Total Facility E Commitments**" means the aggregate of the Facility E Commitments, being (i) $1,135,892,519.98 as at the 2019 Amendment Effective Date, and (ii) $0 as at the 2020 Further Amendment Effective Date.

"**Total Facility F Commitments**" means the aggregate of the Facility F Commitments, being (i) €729,709,515.92 as at the 2019 Amendment Effective Date, and (ii) €0 as at the 2020 Further Amendment Effective Date.

"**Total Facility G Commitments**" means the aggregate of the Facility G Commitments, being (i) £257,372,332.14 as at the 2019 Amendment Effective Date, and (ii) £27,980,068.99 as at the 2020 Further Amendment Effective Date.

"**Total Facility H Commitments**" means the aggregate of the Facility H Commitments, being (i) $359,529,690.91 as at the 2019 Amendment Effective Date, and (ii) $0 as at the 2020 Further Amendment Effective Date.

"**Total Facility I Commitments**" means the aggregate of the Facility I Commitments, being $1,001,563,592.72 as at the 2020 Further Amendment Effective Date.

"**Total Facility J Commitments**" means the aggregate of the Facility J Commitments, being:

(a) €671,488,831.15 as at the 2020 Further Amendment Effective Date and until the July 2021 Prepayments are made (which does not include the Delayed Effectiveness and Draw Commitments in respect of Facility J); or

(b) €653,128,634.09, from the time immediately following the July 2021 Prepayments (which does include the Delayed Effectiveness and Draw Commitments in respect of Facility J).

"**Total Facility K Commitments**" means the aggregate of the Facility K Commitments, being:

(a) £195,773,739.85 as at the 2020 Further Amendment Effective Date and until the July 2021 Prepayments are made (which does not include the Delayed Effectiveness and Draw Commitments in respect of Facility K); or

(b) £183,513,810.52 from the time immediately following the July 2021 Prepayments (which does include the Delayed Effectiveness and Draw Commitments in respect of Facility K).

"**Total Facility L1 Commitments**" means the aggregate of the Facility L1 Commitments, being $493,858,618.17 as at the 2020 Further Amendment Effective Date.

"**Total Facility L2 Commitments**" means the aggregate of the Facility L2 Commitments, being Mex$6,646,071,231.61[27] as at the 2020 Further Amendment Effective Date.

"**Total Facility L3 Commitments**" means the aggregate of the Facility L3 Commitments, being £33,618,523.30 as at the 2020 Further Amendment Effective Date.

"**Total Facility L4 Commitments**" means the aggregate of the Facility L4 Commitments, being €58,220,684.77 as at the 2020 Further Amendment Effective Date.

"**Total Facility M Commitments**" means the aggregate of the Facility M Commitments, being $1,078,581,090.95 as at the 2020 Further Amendment Effective Date.

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27 As at the 2020 Further Amendment Effective Date, Total Facility L2 Commitments will be 80 per cent of the Total Facility L1 Commitments (excluding Santander México's Commitments under Facility L1) converted into Mex$ at the exchange rate as published by the Banco de México the Business Day prior to the 2020 Further Amendment Effective Date.

"**Transaction Security**" means the Security created or expressed to be created in favour of the Security Agent pursuant to the Transaction Security Documents.

"**Transaction Security Documents**" means the Mexican Security Trust Agreement, each of the documents listed as being a Transaction Security Document in paragraph 3 (*Transaction Security Documents*) of Part I of Schedule 2 (*Conditions Precedent*) and any document required to be delivered to the Agent under paragraph 3 (*Transaction Security Documents*) of Part II of Schedule 2 (*Conditions Precedent*) together with any other document entered into by any Obligor creating or expressed to create any Security over all or any part of its assets in respect of the obligations of any of the Obligors under any of the Finance Documents (and any other "Debt Documents" as defined in the Intercreditor Agreement).

"**Transfer Certificate**" means a certificate substantially in the form set out in Schedule 5 (*Form of Transfer Certificate*) or any other form agreed between the Agent and the Borrower.

"**Transfer Date**" means, in relation to an assignment or a transfer, the later of:

(a) the proposed Transfer Date specified in the relevant Assignment Agreement or Transfer Certificate; and

(b) the date on which the Agent executes the relevant Assignment Agreement or Transfer Certificate.

"**Treasury Transactions**" means any derivatives, swap, forward, option or other similar transaction whatsoever.

"**Trinidad Cement**" means:

(a) from the date of this Agreement and until the Trinidad Cement Amalgamation Date, Trinidad Cement Limited; and

(b) on and from the date of the Trinidad Cement Amalgamation Date, Trinidad New HoldCo and any other successor company to such company in the role of holding company of the Borrower's interests in the Trinidad Cement Group at any time.

"**Trinidad Cement Amalgamation Date**" means the date on which the amalgamation and reorganisation relating to the Trinidad Cement Group as described in the 2019 Second Consent Request is effected (following relevant shareholder approvals).

"**Trinidad Cement Group**" means Trinidad Cement and its Subsidiaries for the time being.

"**Trinidad Cement Group Offering Option**" has the meaning given to such term in paragraph (b) of the definition of Trinidad Cement Group Transaction.

"**Trinidad Cement Group Proceeds**" means the cash proceeds received by any member of the Group from a Trinidad Cement Group Transaction.

"**Trinidad Cement Group Transaction**" means:

(a) a Disposal by a member of the Group of any shares in any member of the Trinidad Cement Group to a person who is not a member of the Group; or

(b) an offering of shares in any member of the Trinidad Cement Group and including any put or other option (a "**Trinidad Cement Group Offering Option**") entered into with one or more financial institutions in respect of any share lending, over-allotment or other similar arrangement in connection with an offering of shares in any member of the Trinidad Cement Group provided that the exercise period for such put or other option shall be no longer than 30 days from the settlement date of the offering of shares in any member of the Trinidad Cement Group,

(in either case) whether by way of a single transaction or a series of transactions and which does not breach Clause 22.21 (*Disposals*).

"**Trinidad New HoldCo**" means the holding company of the Borrower's interests in the Trinidad Cement Group as a result of the reorganisation and amalgamation described in the 2019 Second Consent Request.

"**Undisclosed Administration**" means, in relation to a Finance Party or an Acceptable Bank, the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official by a supervisory authority or regulator under or based on the law in the country where such Finance Party or Acceptable Bank is subject to home jurisdiction supervision if applicable law requires that such appointment is not to be publicly disclosed.

"**Unpaid Sum**" means any sum due and payable but unpaid by an Obligor under the Finance Documents.

"**U.S.**", "**US**" or "**United States**" means the United States of America.

"**U.S. Bankruptcy Code**" means Title 11 of the United States Code, 11 U.S.C. 101 et seq., entitled "Bankruptcy".

"**U.S. Debtor Relief Laws**" means the U.S. Bankruptcy Code and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization, judicial management or similar debtor relief laws of the United States from time to time in effect and affecting the rights of creditors generally.

"**U.S. Obligor**" means a Guarantor whose jurisdiction of organisation is a state of the United States or the District of Columbia.

"**Utilisation**" means a Loan.

"**Utilisation Date**" means the date of a Utilisation, being the date on which the relevant Loan is to be made.

"**Utilisation Request**" means a notice substantially in the form set out in Part I (*Utilisation Request*) of Schedule 3 (*Requests and Notices*).

"**VAT**" means value added tax as provided for in the Value Added Tax Act 1994 and any other tax of a similar nature.

1.2 **Construction**

(a) Unless a contrary indication appears a reference in this Agreement to:

(i) the "**Agent**", any "**Secured Party**", the "**Security Agent**", any "**Finance Party**", any "**Lender**", any "**Obligor**" or any "**Party**" shall be construed so as to include its successors in title, permitted assigns and permitted transferees and, in the case of the Security Agent, any person for the time being appointed as Security Agent or Security Agents in accordance with the Finance Documents;

(ii) a document in "**agreed form**" is a document which is previously agreed in writing by or on behalf of the Borrower and the Agent or, if not so agreed, is in the form specified by the Agent;

(iii) "**assets**" includes present and future properties, revenues and rights of every description;

(iv) a "**Finance Document**" or any other agreement or instrument is a reference to that Finance Document or other agreement or instrument as amended or novated;

(v) "**indebtedness**" includes any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent;

(vi) a Lender's "**participation**" in relation to a Loan means the amount of such Loan which such Lender has made or is to make available and thereafter that part of the Loan which is owed to such Lender;

(vii) a "**person**" includes any person, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership (whether or not having separate legal personality) of two or more of the foregoing;

(viii) a "**regulation**" includes any regulation, rule, official directive, request or guideline (whether or not having the force of law but, if not having the force of law, with which persons who are subject thereto are accustomed to comply) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;

(ix) the "**winding-up**", "**dissolution**", "**administration**" or "**reorganisation**" of a company or corporation shall be construed so as to include any equivalent or analogous proceedings (such as, in Mexico, a *concurso mercantil* or *quiebra* and in Spain, any *situación concursal*) under the laws and regulations of the jurisdiction in which such company or corporation is incorporated or any jurisdiction in which such company or corporation carries on business including the seeking of liquidation, winding-up, reorganisation, bankruptcy, dissolution, administration, arrangement, adjustment, protection or relief of debtors;

(x) a provision of law is a reference to that provision as amended or re-enacted without material modification;

(xi) a time of day is a reference to London time;

(xii) a clause, paragraph or schedule, unless the context otherwise requires, is a reference to a clause, a paragraph of or a schedule to this Agreement;

(xiii) a "**guarantee**" (other than in Clause 18 (*Guarantee and Indemnity*) and unless otherwise stated) includes any guarantee, *aval*, *obligado solidario*, letter of credit, bond, indemnity, counter-indemnity or similar assurance against loss, or any obligation, direct or indirect, actual or contingent, to purchase or assume any indebtedness of any person or to make an investment in or loan to any person or to purchase assets of any person where, in each case, such obligation is assumed in order to maintain or assist the ability of such person to meet its indebtedness;

(xiv) where it relates to a Dutch entity:

(A) necessary action to authorise, where applicable, includes without limitation:

(1) any action required to comply with the Dutch Works Council Act (*Wet op de ondernemingsraden*); and

(2) obtaining unconditional positive advice (*advies*) from each competent works council;

(B) a winding-up, administration or dissolution includes a Dutch entity being:

(1) declared bankrupt (*failliet verklaard*); and

(2) dissolved (*ontbonden*);

(C) a moratorium includes *surséance van betaling* and granted a moratorium includes *surséance verleend*;

(D) a trustee in bankruptcy includes a *curator*;

(E) an administrator includes a *bewindvoerder*;

(F) a receiver or an administrative receiver does not include a *curator* or *bewindvoerder*; and

(G) an attachment includes a *beslag*; and

(xv) where it relates to a French entity:

(A) "**acting in concert**" has the meaning given in article L. 233-10 of the French Commercial Code;

(B) "**control**" has the meaning given in article L. 233-3 of the French Commercial Code;

(C) "**financial assistance**" has the meaning given in article L. 225-216 of the French Commercial Code;

(D) "**gross negligence**" means "*faute lourde*";

(E) a "**guarantee**" includes any "*cautionnement*", "*aval*" and any "*garantie*" which is independent from the debt to which it relates;

(F) a "**merger**" includes any "*fusion*" implemented in accordance with articles L. 236-1 to L. 236-24 of the French Commercial Code;

(G) a "**reconstruction**" includes, in relation to any company, any contribution of part of its business in consideration of shares (*apport partiel d'actifs*) and any demerger (*scission*) implemented in accordance with articles L. 236-1 to L. 236-24 of the French Commercial Code;

(H) a "**security interest**" includes any type of security (*sûreté réelle*), transfer or assignment by way of security and *fiducie-sûreté*; and

(I) "**wilful misconduct**" means "*dol*".

(b) Section, Clause and Schedule headings are for ease of reference only.

(c) Unless a contrary indication appears, a term used in any other Finance Document or in any notice given under or in connection with any Finance Document has the same meaning in that Finance Document or notice as in this Agreement.

(d) Unless otherwise provided for in this Agreement, for the purposes of determining whether a material adverse change or material adverse effect has occurred, the date from which the change or effect is assessed will be the date of this Agreement.

(e) A Default (including an Event of Default) is "**continuing**" if it has not been remedied or waived but, for the avoidance of doubt, no breach of any of the financial covenants set out in Clause 21 (*Financial Covenants*) shall be capable of being, or be deemed to be, remedied by virtue of the fact that upon any subsequent testing of such covenants pursuant to Clause 21 (*Financial Covenants*), there is no breach thereof.

(f) For all purposes under the Finance Documents, in connection with any division or plan of division under Delaware law (or any comparable event under a different jurisdiction's laws):

(i) if any asset, right, obligation or liability of any person becomes the asset, right, obligation or liability of a different person, then it shall be deemed to have been transferred from the original person to the subsequent person; and

(ii) if any new person comes into existence, such new person shall be deemed to have been organised on the first date of its existence by the holders of its shares at such time.

1.3 **Currency Symbols and Definitions**

"**£**" and "**sterling**" denote the lawful currency of the United Kingdom, "**€**", "**EUR**" and "**euro**" denote the single currency unit of the Participating Member States, "**USD**", "**US$**", "**$**" and "**dollars**" denote the lawful currency of the United States of America, "**¥**", "**JPY**" and "**yen**" denote the lawful currency of Japan, "**Mexican pesos**", "**Mex$**", "**MXP$**" and "**pesos**" denote the lawful currency of Mexico and "**UDI**" denotes the Mexican *Unidad de Inversion*.

1.4 **Third party rights**

(a) Unless expressly provided to the contrary in a Finance Document and subject to paragraph (c) below, a person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 (the "**Third Parties Act**") to enforce or enjoy the benefit of any term of any Finance Document.

(b) Notwithstanding any term of any Finance Document, the consent of any person who is not a Party is not required to rescind or vary any Finance Document at any time.

(c) For the avoidance of doubt, the Arranger shall be entitled to enjoy the benefit of all relevant terms of this Agreement in its capacity as (i) the Arranger and (ii) a Finance Party (as applicable), in each case under the Third Parties Act.

1.5 **Intercreditor Agreement / this Agreement prevail**

To the maximum extent permitted by law:

(a) in the event of any inconsistency or conflict between the Intercreditor Agreement and any other Finance Document, the Intercreditor Agreement will prevail; and

(b) in the event of any inconsistency or conflict between this Agreement and any other Finance Document (other than the Intercreditor Agreement) the terms of this Agreement will prevail.

2. THE FACILITIES

2.1 The Facilities

Subject to the terms of this Agreement, the Lenders make available to the Borrower:

(a) a dollar term loan facility in an aggregate amount equal to the Total Facility A Commitments;

(b) a euro term loan facility in an aggregate amount equal to the Total Facility B Commitments;

(c) a sterling term loan facility in an aggregate amount equal to the Total Facility C Commitments;

(d) a dollar term loan facility in an aggregate amount equal to the Total Facility D1 Commitments;

(e) a dollar revolving loan facility in an aggregate amount equal to the Total Facility D2 Commitments;

(f) a dollar term loan facility in an aggregate amount equal to the Total Facility E Commitments;

(g) a euro term loan facility in an aggregate amount equal to the Total Facility F Commitments;

(h) a sterling term loan facility in an aggregate amount equal to the Total Facility G Commitments;

(i) a dollar term loan facility in an aggregate amount equal to the Total Facility H Commitments;

(j) a dollar term loan facility in an aggregate amount equal to the Total Facility I Commitments;

(k) a euro term loan facility in an aggregate amount equal to the Total Facility J Commitments;

(l) a sterling term loan facility in an aggregate amount equal to the Total Facility K Commitments;

(m) a dollar term loan facility in an aggregate amount equal to the Total Facility L1 Commitments;

(n) a Mexican pesos term loan facility in an aggregate amount equal to the Total Facility L2 Commitments;

(o) a sterling term loan facility in an aggregate amount equal to the Total Facility L3 Commitments;

(p) a euro term loan facility in an aggregate amount equal to the Total Facility L4 Commitments; and

(q) a dollar revolving loan facility in an aggregate amount equal to the Total Facility M Commitments.

2.2 **Accordion**

(a) The Borrower may by giving not less than 5 Business Days' prior notice to the Agent request that the Total Commitments be increased by an amount in the Base Currency (in relation to any increase denominated in any currency other than dollars, converted at the Agent's Spot Rate of Exchange) which does not exceed a Base Currency Amount of up to $2,000,000,000, which may be secured by the Transaction Security (and the Total Commitments shall be so increased) as follows:

(i) the increased Commitments will be assumed by one or more Lenders or other banks, financial institutions, trusts, funds or other entities (each an "**Accordion Lender**") selected by the Borrower (each of which shall not be a member of the Group) and each of which confirms in writing (whether in the relevant Accordion Confirmation or otherwise) its willingness to assume and does assume all the obligations of a Lender corresponding to that part of the increased Commitments which it is to assume, as if it had been an Original Lender **provided that**:

(A) the increased Commitments shall be assumed under one or more of the Facilities existing on that date and/or a new facility (or facilities) **provided that** any new facility shall not be created while an Event of Default is continuing and shall:

(1) contain terms (in respect of undertakings and events of default but not, for the avoidance of doubt pricing, fees or other elements) that are identical to those of one or more of the Facilities; or

(2) contain terms (in respect of undertakings and events of default but not, for the avoidance of doubt pricing, fees or other elements) that are substantially the same as those of one or more of the Facilities and such new facility shall not have a Termination Date earlier than that of any of the Facilities,

and provided further that, in any event, (i) for any increase that takes effect on or after the date falling thirty-six Months after the date of this Agreement, the Termination Date for the repayment of any such new facility shall fall at least twelve Months after the Termination Date of the Facilities originally granted under this Agreement and (ii) to the extent that an Accordion Lender

provides its increased Commitments under one or more of the Facilities existing on that date, then the percentage amounts provided for as Repayment Instalments pursuant to Clause 6 (*Repayment*) in respect of the relevant Facility shall be adjusted in respect of that Accordion Lender and that Facility to take into account the number of Repayment Dates and Repayment Instalments that remain unpaid within that Facility after the date that the Accordion Lender provides the increased Commitments under that Facility;

(ii) each of the Obligors and any Accordion Lender shall assume obligations towards one another and/or acquire rights against one another as the Obligors and the Accordion Lender would have assumed and/or acquired had the Accordion Lender been an Original Lender;

(iii) each Accordion Lender shall become a Party as a "Lender" and each Accordion Lender and each of the other Finance Parties shall assume obligations towards one another and acquire rights against one another as that Accordion Lender and those Finance Parties would have assumed and/or acquired had the Accordion Lender been an Original Lender;

(iv) the Commitments of the other Lenders shall continue in full force and effect; and

(v) any increase in the Commitments shall take effect on the later of:

(1) the date specified by the Borrower in the notice referred to above;

(2) the date on which the conditions set out in paragraph (b) below are satisfied; and

(3) the date on which any amendment agreement(s) required to create a new facility (or facilities) as contemplated by paragraph (a)(i)(A) above is executed by the Accordion Lenders, the Borrower (on behalf of each Obligor) and the Agent (and any such amendment shall be binding on all Parties),

provided that no increase in the Commitments may take effect after the date falling thirty Business Days prior to the Termination Date.

(b) Subject to paragraph (a)(v) above, an increase in the Commitments will only be effective on the date (the "**Increase Date**") on which:

(i) the Agent and the Security Agent execute an Accordion Confirmation from the relevant Accordion Lender; and

(ii) in relation to an Accordion Lender which is not a Lender immediately prior to the relevant increase:

(A) the Accordion Lender enters into the documentation required for it to accede to the Intercreditor Agreement as a Refinancing Creditor; and

(B) the Agent is satisfied that it has complied with all necessary "know your customer" or other similar checks under all applicable laws and regulations in relation to the assumption of the increased Commitments by that Accordion Lender. The Agent shall promptly notify the Borrower and the Accordion Lender upon being so satisfied,

and the Agent shall promptly notify the Borrower and the Accordion Lender of the occurrence of the Increase Date.

(c) Each Accordion Lender, by executing the Accordion Confirmation, confirms (for the avoidance of doubt) that the Agent has authority to execute on its behalf any amendment or waiver that has been approved by or on behalf of the requisite Lender or Lenders in accordance with this Agreement on or prior to the date on which the increase becomes effective.

(d) The Borrower shall, promptly on demand, pay the Agent and the Security Agent the amount of all costs and expenses (including legal fees) reasonably incurred by either of them (and, in the case of the Security Agent, by any Receiver or Delegate) in connection with any increase in Commitments under this Clause 2.2.

(e) The Accordion Lender shall, on the date upon which the increase takes effect, pay to the Agent (for its own account) a fee in an amount equal to the fee which would be payable under Clause 26.3 (*Assignment or transfer fee*) if the increase was a transfer pursuant to Clause 26.5 (*Procedure for transfer*) and if the Accordion Lender was a New Lender.

(f) The Borrower may pay to any Accordion Lender a participation fee in the amount and at the times agreed between the Borrower and that Accordion Lender in a letter between the Borrower and that Accordion Lender **provided that**, only if the Accordion Lender becomes a Party as a "Lender" prior to the date falling six months from the date of this Agreement, such fee may not exceed the amount equal to the percentage of the increased Commitments assumed by that Accordion Lender paid to (or agreed in writing between the Borrower and) the Lenders that became a Party or increased their Commitments as a result of this Agreement. No fee, other than the participation fee referred to in this paragraph (f) and the commitment fee referred to in Clause 12.1 (*Commitment fee*), shall be paid to an Accordion Lender. A reference in this Agreement to a Fee Letter shall include any letter referred to in this paragraph.

(g)

(i) The Base Currency Amount of the Utilisation of an Accordion Lender's Facility A Commitment shall be an amount equal to that Accordion Lender's Facility A Commitment (to the extent that such Commitment has not been cancelled or reduced under this Agreement).

(ii) The amount in euro of the Utilisation of an Accordion Lender's Facility B Commitment shall be an amount equal to that Accordion Lender's Facility B Commitment (to the extent that such Commitment has not been cancelled or reduced under this Agreement).

(iii) The amount in Sterling of the Utilisation of an Accordion Lender's Facility C Commitment shall be an amount equal to that Accordion Lender's Facility C Commitment (to the extent that such Commitment has not been cancelled or reduced under this Agreement).

(iv) The Base Currency Amount of the Utilisation of an Accordion Lender's Facility D1 Commitment shall be an amount equal to that Accordion Lender's Facility D1 Commitment (to the extent that such Commitment has not been cancelled or reduced under this Agreement).

(v) The Base Currency Amount of the first Utilisation of an Accordion Lender's Facility D2 Commitment:

(A) in the event that the Total Facility D2 Commitments of all the Earlier Lenders are fully drawn, shall be an amount equal to such Accordion Lender's Facility D2 Commitment;

(B) in the event that the Total Facility D2 Commitments of all the Earlier Lenders are not fully drawn:

(1) shall be an amount equal to such Accordion Lender's Facility D2 Commitment multiplied by the Target Facility Utilisation Percentage for Facility D2; and

(2) each of the Earlier Drawn Lenders shall make available its participation in a Facility D2 Loan in an amount equal to that Lender's Facility D2 Commitment multiplied by the percentage produced by deducting the Existing Facility Utilisation Percentage from the Target Facility Utilisation Percentage (in each case, for Facility D2).

(vi) The Base Currency Amount of the Utilisation of an Accordion Lender's Facility E Commitment on or after the 2019 Amendment Effective Date shall be an amount equal to that Accordion Lender's Facility E Commitment (to the extent that such Commitment has not been cancelled or reduced under this Agreement).

(vii) The amount in euro of the Utilisation of an Accordion Lender's Facility F Commitment on or after the 2019 Amendment Effective Date shall be an amount equal to that Accordion Lender's Facility F Commitment (to the extent that such Commitment has not been cancelled or reduced under this Agreement).

(viii) The amount in sterling of the Utilisation of an Accordion Lender's Facility G Commitment on or after the 2019 Amendment Effective Date shall be an amount equal to that Accordion Lender's Facility G Commitment (to the extent that such Commitment has not been cancelled or reduced under this Agreement).

(ix) The Base Currency Amount of the Utilisation of an Accordion Lender's Facility H Commitment on or after the 2019 Amendment Effective Date shall be an amount equal to that Accordion Lender's Facility H Commitment (to the extent that such Commitment has not been cancelled or reduced under this Agreement).

(x) The Base Currency Amount of the Utilisation of an Accordion Lender's Facility I Commitment on or after the 2020 Further Amendment Effective Date shall be an amount equal to that Accordion Lender's Facility I Commitment (to the extent that such Commitment has not been cancelled or reduced under this Agreement).

(xi) The amount in euro of the Utilisation of an Accordion Lender's Facility J Commitment on or after the 2020 Further Amendment Effective Date shall be an amount equal to that Accordion Lender's Facility J Commitment (to the extent that such Commitment has not been cancelled or reduced under this Agreement).

(xii) The amount in sterling of the Utilisation of an Accordion Lender's Facility K Commitment on or after the 2020 Further Amendment Effective Date shall be an amount equal to that Accordion Lender's Facility K Commitment (to the extent that such Commitment has not been cancelled or reduced under this Agreement).

(xiii) The Base Currency Amount of the Utilisation of an Accordion Lender's Facility L1 Commitment on or after the 2020 Further Amendment Effective Date shall be an amount equal to that Accordion Lender's Facility L1 Commitment (to the extent that such Commitment has not been cancelled or reduced under this Agreement).

(xiv) The amount in Mexican pesos of the Utilisation of an Accordion Lender's Facility L2 Commitment on or after the 2020 Further Amendment Effective Date shall be an amount equal to that Accordion Lender's Facility L2 Commitment (to the extent that such Commitment has not been cancelled or reduced under this Agreement).

(xv) The amount in sterling of the Utilisation of an Accordion Lender's Facility L3 Commitment on or after the 2020 Further Amendment Effective Date shall be an amount equal to that Accordion Lender's Facility L3 Commitment (to the extent that such Commitment has not been cancelled or reduced under this Agreement).

(xvi) The amount in euro of the Utilisation of an Accordion Lender's Facility L4 Commitment on or after the 2020 Further Amendment Effective Date shall be an amount equal to that Accordion Lender's Facility L4 Commitment (to the extent that such Commitment has not been cancelled or reduced under this Agreement).

(xvii) The Base Currency Amount of the first Utilisation of an Accordion Lender's Facility M Commitment:

(A) in the event that the Total Facility M Commitments of all the Earlier Lenders are fully drawn, shall be an amount equal to such Accordion Lender's Facility M Commitment;

(B) in the event that the Total Facility M Commitments of all the Earlier Lenders are not fully drawn:

(1) shall be an amount equal to such Accordion Lender's Facility M Commitment multiplied by the Target Facility Utilisation Percentage for Facility M; and

(2) each of the Earlier Drawn Lenders shall make available its participation in a Facility M Loan in an amount equal to that Lender's Facility M Commitment multiplied by the percentage produced by deducting the Existing Facility Utilisation Percentage from the Target Facility Utilisation Percentage (in each case, for Facility M).

(xviii) In relation to any new Term Facility granted pursuant to this Clause 2.2, the Base Currency Amount (or amount in euro, sterling or other applicable currency) of the Utilisation of an Accordion Lender's Commitment under that Term Facility shall be an amount equal to that Accordion Lender's Commitment under that Term Facility.

(xix) In relation to any new revolving loan Facility granted pursuant to this Clause 2.2, the Utilisation of an Accordion Lender's Commitment under that revolving Facility shall be treated as per Facility D2 or Facility M and all applicable formulae shall be treated as referring to such new revolving Facility instead of Facility D2 or Facility M.

(xx) In this Clause 2.2:

"**Earlier Drawn Lenders**" means Earlier Lenders for whom this Utilisation of Facility D2 or Facility M is not the first Utilisation of their Facility D2 Commitment or Facility M Commitment (as appropriate);

"**Earlier Lenders**" means the Lenders immediately prior to the Increase Date preceding the proposed Utilisation Date; and

the Agent shall, in consultation with the Borrower, calculate:

(A) the "**Existing Facility Utilisation Percentage**" as: $\frac{a}{b} x100$

(B) the "**Target Facility Utilisation Percentage**" as: $\frac{a+y}{b+y} x100$

where:

"***a***" is the aggregate amount of all Facility D2 Loans or Facility M Loans (as appropriate) (excluding this proposed Utilisation) immediately prior to the proposed Utilisation Date;

"***b***" is the aggregate of the Facility D2 Commitments or Facility M Commitments (as appropriate) of the Earlier Drawn Lenders; and

"***y***" is the amount of the proposed Utilisation, being equal to the amount of the Facility D2 Commitment(s) or Facility M Commitment(s) (as appropriate) of one or more Accordion Lenders nominated by the Borrower (none of whom have previously been so nominated).

An Accordion Confirmation shall be raised to the status of a Spanish Public Document and the powers of attorney and authorisations granted under the Finance Documents shall have been ratified under such Spanish public deed on the date falling less than 90 days after the date of the Increase Date.

(h) Clause 26.4 (*Limitation of responsibility of Existing Lenders*) shall apply *mutatis mutandis* in this Clause 2.2 in relation to an Accordion Lender as if references in that Clause to:

(i) an "Existing Lender" were references to all the Lenders immediately prior to the relevant increase;

(ii) the "New Lender" were references to that "Accordion Lender"; and

(iii) a "re-transfer" and "re-assignment" were references to respectively a "transfer" and an "assignment".

(i) Each Obligor shall (and the Borrower shall procure that each member of the Group will) promptly do all such acts and execute all such documents as the Security Agent may reasonably specify (and in such form as the Security Agent may reasonably require in favour of the Security Agent or its nominee(s) or the Secured Parties) following an increase in the Commitments pursuant to this Clause 2.2 to preserve and perfect the Transaction Security created or evidenced or expressed to be created or evidenced pursuant to the Transaction Security Documents (and so that the Transaction Security extends to secure the Secured Obligations under this Agreement in respect of the increased Commitments).

(j) Subject to paragraphs (c) and (d) of Clause 29.1 (*Appointment of the Agent*), each Lender hereby authorises the Agent to do all such acts and execute all such documents as may be deemed necessary or desirable pursuant to this Clause 2.2, including, but not limited to, any amendment agreement(s) deemed necessary or desirable to create a new facility (or facilities) as contemplated by paragraph (a)(i)(A) above.

2.3 **Finance Parties' rights and obligations**

(a) The obligations of each Finance Party under the Finance Documents are several. Failure by a Finance Party to perform its obligations under the Finance Documents does not affect the obligations of any other Party under the Finance Documents. No Finance Party is responsible for the obligations of any other Finance Party under the Finance Documents.

(b) Except as otherwise stated in the Finance Documents, the rights of each Finance Party under or in connection with the Finance Documents are separate and independent rights and any debt arising under the Finance Documents to a Finance Party from an Obligor (other than a Security Provider which is not also the Borrower or a Guarantor) is a separate and independent debt in respect of which a Finance Party shall be entitled to enforce its rights in accordance with paragraph (c) below. The rights of each Finance Party include any debt owing to that Finance Party under the Finance Documents and, for the avoidance of doubt, any part of a Loan or any other amount owed by an Obligor which relates to a Finance Party's participation in a Facility or its role under a Finance Document (including any such amount payable to the Agent on its behalf) is a debt owing to that Finance Party by that Obligor.

(c) A Finance Party may, except as otherwise stated in the Finance Documents, separately enforce its rights under the Finance Documents.

3. **PURPOSE**

3.1 **Purpose**

(a) Subject to paragraph (b) below, the Borrower shall apply all amounts borrowed by it under the Facilities towards its general corporate purposes.

(b)

(i) The Borrower shall apply all amounts borrowed by it under the first deemed Utilisation of each of Facility E, Facility F, Facility G and Facility H to satisfy the implementation of the 2019 Exchange and Discharge Offer.

(ii) The Borrower shall apply all amounts borrowed by it under the first deemed Utilisation of each of Facility I, Facility J, Facility K, Facility L1 and Facility M to satisfy the implementation of the 2020 Exchange and Discharge Offer.

(iii) Other than in respect of the Facility L1 July 2021 Prepayment, the Borrower shall repay the remaining amounts borrowed by it under the deemed Utilisation of Facility L1 with:

(A) amounts borrowed by it under the first Utilisation of Facility L2 following the 2020 Further Amendment Effective Date; and

(B) amounts borrowed by it under the first Utilisation of the Delayed Effectiveness and Draw Commitments following the 2020 Further Amendment Effective Date,

provided that the remaining amounts borrowed by the Borrower under the deemed Utilisation of Facility L1 can only be repaid in full.

(iv) The Borrower shall apply amounts borrowed by it under the first Utilisation of the Delayed Effectiveness and Draw Commitments following the 2020 Further Amendment Effective Date to repay amounts borrowed by it from Santander México under Facility L3 and Facility L4 so that Santander México's Commitments in Facility L3 and Facility L4 are fully repaid.

3.2 **Monitoring**

No Finance Party is bound to monitor or verify the application of any amount borrowed pursuant to this Agreement.

4. **CONDITIONS OF UTILISATION**

4.1 **Initial conditions precedent**

(a) The Borrower may not deliver a Utilisation Request unless the Agent has received all of the documents and other evidence listed in Part I of Schedule 2 (*Conditions Precedent*) in form and substance satisfactory to the Agent (acting reasonably). The Agent shall notify the Borrower and the Lenders promptly upon being so satisfied.

(b) Other than to the extent that the Majority Lenders notify the Agent in writing to the contrary before the Agent gives the notification described in paragraph (a) above, the Lenders authorise (but do not require) the Agent to give that notification. The Agent shall not be liable for any damages, costs or losses whatsoever as a result of giving any such notification.

4.2 **Further conditions precedent**

(a) The Lenders will only be obliged to comply with Clause 5.5 (*Lenders' participation*) if on the date of the Utilisation Request and on the proposed Utilisation Date:

(i) no Default is continuing or would result from the proposed Loan; and

(ii) the Repeating Representations to be made by each Obligor are true in all material respects.

4.3 **Maximum number of Loans**

(a) The Borrower may not deliver a Utilisation Request if as a result of the proposed Utilisation:

(i) three or more Facility A Loans would be outstanding;

(ii) three or more Facility B Loans would be outstanding;

(iii) three or more Facility C Loans would be outstanding;

(iv) three or more Facility D1 Loans would be outstanding;

(v) ten or more Facility D2 Loans would be outstanding;

(vi) three or more Facility E Loans would be outstanding;

(vii) three or more Facility F Loans would be outstanding;

(viii) three or more Facility G Loans would be outstanding;

(ix) three or more Facility H Loans would be outstanding;

(x) three or more Facility I Loans would be outstanding;

(xi) three or more Facility J Loans would be outstanding;

(xii) three or more Facility K Loans would be outstanding;

(xiii) three or more Facility L1 Loans would be outstanding;

(xiv) three or more Facility L2 Loans would be outstanding;

(xv) three or more Facility L3 Loans would be outstanding;

(xvi) three or more Facility L4 Loans would be outstanding;

(xvii) ten or more Facility M Loans would be outstanding;

(xviii) three or more Loans would be outstanding under any Term Facility established in accordance with Clause 2.2 (*Accordion*); or

(xix) ten or more Loans would be outstanding under any revolving loan Facility established in accordance with Clause 2.2 (*Accordion*).

(b) The Borrower may not request that a Loan be divided.

(c) Following an increase in the Commitments pursuant to Clause 2.2 (*Accordion*):

(i) the Facility A Loan made by the relevant Accordion Lender(s) in respect of the increased Facility A Commitment(s);

(ii) the Facility B Loan made by the relevant Accordion Lender(s) following the increase in the Facility B Commitments;

(iii) the Facility C Loan made by the relevant Accordion Lender(s) in respect of the increased Facility C Commitment(s);

(iv) the Facility D1 Loan made by the relevant Accordion Lender(s) in respect of the increased Facility D1 Commitment(s);

(v) the first Facility D2 Loan made by the relevant Lender(s) following the increase in the Facility D2 Commitments;

(vi) the Facility E Loan made by the relevant Accordion Lender(s) in respect of the increased Facility E Commitment(s);

(vii) the Facility F Loan made by the relevant Accordion Lender(s) in respect of the increased Facility F Commitment(s);

(viii) the Facility G Loan made by the relevant Accordion Lender(s) in respect of the increased Facility G Commitment(s);

(ix) the Facility H Loan made by the relevant Accordion Lender(s) in respect of the increased Facility H Commitment(s);

(x) the Facility I Loan made by the relevant Accordion Lender(s) in respect of the increased Facility I Commitment(s);

(xi) the Facility J Loan made by the relevant Accordion Lender(s) in respect of the increased Facility J Commitment(s);

(xii) the Facility K Loan made by the relevant Accordion Lender(s) in respect of the increased Facility K Commitment(s);

(xiii) the Facility L1 Loan made by the relevant Accordion Lender(s) in respect of the increase Facility L1 Commitment(s);

(xiv) the Facility L2 Loan made by the relevant Accordion Lender(s) in respect of the increase Facility L2 Commitment(s);

(xv) the Facility L3 Loan made by the relevant Accordion Lender(s) in respect of the increase Facility L3 Commitment(s);

(xvi) the Facility L4 Loan made by the relevant Accordion Lender(s) in respect of the increase Facility L4 Commitment(s);

(xvii) the Facility M Loan made by the relevant Accordion Lender(s) following the increase in the Facility M Commitments; and

(xviii) the Loan made by the relevant Accordion Lender(s) in respect of any new Term Facility or the first Loan made by the relevant Accordion Lender(s) in respect of any new revolving loan Facility, in each case as established in accordance with Clause 2.2 (*Accordion*),

shall not be taken into account in this Clause 4.3.

5. UTILISATION

5.1 Delivery of a Utilisation Request

The Borrower may utilise a Facility by delivery to the Agent of a duly completed Utilisation Request not later than the Specified Time.

5.2 Completion of a Utilisation Request

(a) Each Utilisation Request is irrevocable and will not be regarded as having been duly completed unless:

(i) it identifies the Facility to be utilised;

(ii) the proposed Utilisation Date is a Business Day within the relevant Availability Period;

(iii) the currency and amount of the Utilisation comply with Clause 5.3 (*Currency and amount*); and

(iv) the proposed Interest Period complies with Clause 10 (*Interest Periods*).

(b) Only one Loan may be requested in each Utilisation Request.

5.3 Currency and amount

(a) The currency specified in a Utilisation Request must be:

(i) in relation to each of Facility B, Facility F, Facility J and Facility L4, euro;

(ii) in relation to each of Facility C, Facility G, Facility K and Facility L3, sterling;

(iii) in relation to Facility L2, Mexican pesos; and

(iv) otherwise, the Base Currency.

(b) The amount of the proposed Loan must be:

(i) if the currency selected is the Base Currency, a minimum of $25,000,000 for Facility A, $25,000,000 for Facility D1, $25,000,000 for Facility D2, $25,000,000 for Facility E, $25,000,000 for Facility H, $25,000,000 for Facility I, $25,000,000 for Facility L1 and $25,000,000 for Facility M or in each case, if less, the Available Facility;

(ii) if the currency selected is euro, a minimum amount of €25,000,000 for Facility B, €25,000,000 for Facility F, €25,000,000 for Facility J and €25,000,000 for Facility L4 or, if less, the Available Facility;

(iii) if the currency selected is sterling, a minimum amount of £25,000,000 for Facility C, £25,000,000 for Facility G, £25,000,000 for Facility K and £25,000,000 for Facility L3 or, if less, the Available Facility;

(iv) if the currency is selected in Mexican pesos, a minimum amount of Mex$500,000,000 for Facility L2 or, if less, the Available Facility; and

(v) following an increase in the Commitments pursuant to Clause 2.2 (*Accordion*), determined pursuant to paragraph (g) of Clause 2.2 (*Accordion*).

5.4 **Deemed Utilisations**

(a) On the 2019 Amendment Effective Date:

(i) in relation to the first Utilisation of Facility E, Facility E will be deemed to have been utilised in an amount equal to the Total Facility E Commitments as at the 2019 Amendment Effective Date and Facility A will be reduced accordingly;

(ii) in relation to the first Utilisation of Facility F, Facility F will be deemed to have been utilised in an amount equal to the Total Facility F Commitments as at the 2019 Amendment Effective Date and Facility B will be reduced accordingly;

(iii) in relation to the first Utilisation of Facility G, Facility G will be deemed to have been utilised in an amount equal to the Total Facility G Commitments as at the 2019 Amendment Effective Date and Facility C will be reduced accordingly; and

(iv) in relation to the first Utilisation of Facility H, Facility H will be deemed to have been utilised in an amount equal to the Total Facility H Commitments as at the 2019 Amendment Effective Date and Facility D1 will be reduced accordingly.

(b) For the avoidance of doubt, for purposes of implementing the 2019 Exchange and Discharge Offer on the 2019 Amendment Effective Date, the Borrower shall not be required to submit a Utilisation Request in relation to the first Utilisation of Facility E, Facility F, Facility G and Facility H, respectively

(c) On the 2020 Further Amendment Effective Date:

(i) in relation to the first Utilisation of Facility I, Facility I will be deemed to have been utilised in an amount equal to the Total Facility I Commitments as at the 2020 Further Amendment Effective Date and Facility A, Facility D1, Facility E and Facility H will each be reduced accordingly;

(ii) in relation to the first Utilisation of Facility J, Facility J will be deemed to have been utilised in an amount equal to the Total Facility J Commitments as at the 2020 Further Amendment Effective Date[28] and Facility B and Facility F will each be reduced accordingly; and

(iii) in relation to the first Utilisation of Facility K, Facility K will be deemed to have been utilised in an amount equal to the Total Facility K Commitments as at the 2020 Further Amendment Effective Date[29] and Facility C and Facility G will each be reduced accordingly.

(iv) in relation to the first Utilisation of Facility L1, Facility L1 will be deemed to have been utilised in an amount equal to the Total Facility L1 Commitments as at the 2020 Further Amendment Effective Date and Facility A, Facility D1, Facility E and Facility H will each be reduced accordingly.

(v) in relation to the first Utilisation of Facility L3, Facility L3 will be deemed to have been utilised in an amount equal to the Total Facility L3 Commitments as at the 2020 Further Amendment Effective Date and Facility G will be reduced accordingly.

(vi) in relation to the first Utilisation of Facility L4, Facility L4 will be deemed to have been utilised in an amount equal to the Total Facility L4 Commitments as at the 2020 Further Amendment Effective Date and Facility F will be reduced accordingly.

(vii) in relation to the first Utilisation of Facility M, Facility M will be deemed to have been utilised in an amount in the Base Currency set opposite its name in Schedule 18 (*Facility M – expected deemed Utilisation as at the 2020 Further Amendment Effective* Date).

(d) For the avoidance of doubt, for the purposes of implementing the 2020 Exchange and Discharge Offer on the 2020 Further Amendment Effective Date, the Borrower shall not be required to submit a Utilisation Request in relation to the first Utilisation of Facility I, Facility J, Facility K, Facility L1, Facility L3, Facility L4 and Facility M respectively but the Borrower shall be required to submit a Utilisation Request in relation to the first Utilisation of Facility L2 and the first Utilisation of the Delayed Effectiveness and Draw Commitments.

5.5 **Lenders' participation**

(a) If the conditions set out in this Agreement have been met, each Lender shall make its participation in each Loan available by the Specified Time on the Utilisation Date through its Facility Office.

(b) Subject to paragraph (g) of Clause 2.2 (*Accordion*), the amount of each Lender's participation in each Loan will be equal to the proportion borne by its Available Commitment to the Available Facility immediately prior to making the Loan.

28 This excludes the Delayed Effectiveness and Draw Commitments in respect of Facility J.
29 This excludes the Delayed Effectiveness and Draw Commitments in respect of Facility K.

(c) The Agent shall notify each Lender (and, if applicable, any Accordion Lender which is anticipated to be a Lender on the proposed Utilisation Date pursuant to paragraph (b)(ii) of Clause 2.2 (*Accordion*)) of the amount and currency of each Loan, the amount of its participation in that Loan (and, in the case of a Loan under a revolving Facility, the amount of that participation to be made available in accordance with Clause 32.1 (*Payments to the Agent*)) in each case by the Specified Time.

5.6 **Promissory Notes**

(a) The Borrower shall, at the written request of any Lender participating in any Facility A Loan, Facility B Loan, Facility C Loan or Facility D1 Loan, on or before the Utilisation Date of that Facility A Loan, Facility B Loan, Facility C Loan or Facility D1 Loan (or at any time within ten Business Days following any subsequent written request) issue and deliver a Promissory Note to that Lender, setting forth the amount of that Lender's participation in that Loan and the applicable Margin on the relevant Utilisation Date. The Borrower shall, at the written request of any Lender participating in any Facility D2 Loan, on or before the first Utilisation Date of that Facility D2 Loan (or at any time within ten Business Days following any subsequent written request), issue and deliver a Promissory Note to that Lender, setting forth the amount of that Lender's Commitment in that Loan and the applicable Margin on the relevant Utilisation Date.

(b) The Borrower shall, within 20 Business Days of the 2019 Amendment Effective Date, issue and deliver (i) a Promissory Note to each Lender participating in a Facility E Loan, Facility F Loan, Facility G Loan and/or Facility H Loan setting forth the amount of that Lender's participation in that Facility E Loan, Facility F Loan, Facility G Loan and/or Facility H Loan; and (ii) if such Lender holds any Facility A Commitments, Facility B Commitments, Facility C Commitments and/or Facility D1 Commitments as at the 2019 Amendment Effective Date, one or more Promissory Note(s) to such Lender, setting forth the amount of that Lender's participation in Facility A, Facility B, Facility C and/or Facility D1 (as applicable), in each case provided that the Borrower has received within 5 Business Days of the 2019 Amendment Effective Date either (x) the existing Promissory Note of each Lender reflecting that Lender's Commitments under Facility A, Facility B, Facility C and/or Facility D1 which are the subject of the 2019 Exchange and Discharge Offer or (y) an affidavit indicating the loss of the existing Promissory Note, as applicable.

(c) The Borrower shall, within 60 Business Days of the 2020 Further Amendment Effective Date, issue and deliver (i) a Promissory Note to each Lender participating in a Facility I Loan, Facility J Loan, Facility K Loan, Facility L2 Loan and/or Facility M Loan setting forth the amount of that Lender's participation in that Facility I Loan, Facility J Loan, Facility K Loan, Facility L2 Loan and/or Facility M Loan; and (ii) if such Lender holds any Facility A Commitments, Facility B Commitments, Facility C Commitments, Facility D1 Commitments, Facility D2 Commitments, Facility E Commitments, Facility F Commitments, Facility G Commitments and/or Facility H Commitments as at the 2020 Further Amendment Effective Date, one or more Promissory Note(s) to such Lender, setting forth the amount of that Lender's participation in Facility

A, Facility B, Facility C, Facility D1, Facility D2, Facility E, Facility F, Facility G and/or Facility H (as applicable), in each case provided that the Borrower has received within 5 Business Days of the 2020 Further Amendment Effective Date either (x) the existing Promissory Note of each Lender reflecting that Lender's Commitments under Facility A, Facility B, Facility C, Facility D1, Facility D2, Facility E, Facility F, Facility G and/or Facility H which are the subject of the 2020 Exchange and Discharge Offer or (y) an affidavit indicating the loss of the existing Promissory Note, as applicable.

(d) The Borrower shall, within 20 Business Days of a Utilisation in respect of an increase in Facility L1 Commitments, Facility L3 Commitments and Facility L4 Commitments pursuant to Clause 2.2 (*Accordion*) (but not, for the avoidance of doubt, in respect of the deemed Utilisation of Facility L1, Facility L3 and Facility L4 pursuant to Clause 5.4(c)(iv) (*Deemed Utilisations*), Clause 5.4(c)(v) (*Deemed Utilisations*) and Clause 5.4(c)(vi) (*Deemed Utilisations*) respectively), issue and deliver a Promissory Note to each Accordion Lender participating in a Facility L1 Loan, Facility L3 Loan or Facility L4 Loan (as applicable) setting forth the amount of that Accordion Lender's participation in that Facility L1 Loan, Facility L3 Loan or Facility L4 Loan respectively.

(e) The Borrower shall, at the written request of any Lender participating in any Loan to be made following any increase in any Commitments pursuant to Clause 2.2 (*Accordion*), on or before the Utilisation Date of that Loan to be made following any increase in any Commitments pursuant to Clause 2.2 (*Accordion*) (or at any time within ten Business Days following any subsequent written request), issue and deliver a Promissory Note to that Lender, setting forth the amount of that Lender's participation in that Loan and the applicable Margin on the relevant Utilisation Date.

(f) On an assignment or transfer by an Existing Lender of all of its Facility A Commitment, Facility B Commitment, Facility C Commitment, Facility D1 Commitment, Facility D2 Commitment, Facility E Commitment, Facility F Commitment, Facility G Commitment, Facility H Commitment, Facility I Commitment, Facility J Commitment, Facility K Commitment, Facility L1 Commitment, Facility L2 Commitment, Facility L3 Commitment, Facility L3 Commitment, or Facility M Commitment (as applicable) to a New Lender, the Existing Lender shall, on or prior to the Transfer Date, assign and deliver to the New Lender any Promissory Note(s) issued to the Existing Lender in respect of the transferred or assigned Facility A Commitment, Facility B Commitment, Facility C Commitment, Facility D1 Commitment, Facility D2 Commitment, Facility E Commitment, Facility F Commitment, Facility G Commitment, Facility H Commitment, Facility I Commitment, Facility J Commitment, Facility K Commitment, Facility L1 Commitment, Facility L2 Commitment, Facility L3 Commitment, Facility L4 Commitment or Facility M Commitment (as applicable). The Borrower shall, promptly upon request by the New Lender and at the Borrower's cost, replace the assigned Promissory Note(s) by issuing new Promissory Note(s), setting forth the amount of the Facility A Commitment, Facility B Commitment, Facility C Commitment, Facility D1 Commitment, Facility D2 Commitment, Facility E Commitment, Facility F Commitment, Facility G Commitment, Facility H Commitment, Facility I

Commitment, Facility J Commitment, Facility K Commitment, Facility L1 Commitment, Facility L2 Commitment, Facility L3 Commitment, Facility L4 Commitment, or Facility M Commitment (as applicable) assigned or transferred to the New Lender, under the name of the New Lender, which shall be released (through the Custodian, if any), duly signed, to the New Lender, upon tendering of the assigned Promissory Note(s) to the Borrower. On an assignment or transfer by an Existing Lender of all of its Commitment under any new facility established pursuant to Clause 2.2 (*Accordion*), the Existing Lender shall, on or prior to the Transfer Date, assign and deliver to the New Lender any Promissory Note(s) issued to the Existing Lender in respect of that transferred or assigned Commitment under that new facility. The Borrower shall, promptly upon request by the New Lender and at the Borrower's cost, replace the assigned Promissory Note(s) by issuing new Promissory Note(s), setting forth the amount of the Commitment under that new facility assigned or transferred to the New Lender, under the name of the New Lender, which shall be released (through the Custodian, if any), duly signed, to the New Lender, upon tendering of the assigned Promissory Note(s) to the Borrower.

(g) On an assignment or transfer by an Existing Lender of part of its Facility A Commitment, Facility B Commitment, Facility C Commitment, Facility D1 Commitment, Facility D2 Commitment, Facility E Commitment, Facility F Commitment, Facility G Commitment, Facility H Commitment, Facility I Commitment, Facility J Commitment, Facility K Commitment, Facility L1 Commitment, Facility L2 Commitment, Facility L3 Commitment, Facility L4 Commitment or Facility M Commitment (as applicable) to a New Lender, such Existing Lender shall tender (or procure that the Custodian tenders) to the Borrower, on the Transfer Date, the Promissory Note(s) issued to such Existing Lender evidencing such Existing Lender's Facility A Commitment, Facility B Commitment, Facility C Commitment, Facility D1 Commitment, Facility D2 Commitment, Facility E Commitment, Facility F Commitment, Facility G Commitment, Facility H Commitment, Facility I Commitment, Facility J Commitment, Facility K Commitment, Facility L1 Commitment, Facility L2 Commitment, Facility L3 Commitment, Facility L4 Commitment or Facility M Commitment (as applicable), and the Borrower shall promptly, at the cost of the Borrower, issue (i) to the Existing Lender, a Promissory Note setting forth the amount of the Facility A Commitment, Facility B Commitment, Facility C Commitment, Facility D1 Commitment, Facility D2 Commitment, Facility E Commitment, Facility F Commitment, Facility G Commitment, Facility H Commitment, Facility I Commitment, Facility J Commitment, Facility K Commitment, Facility L1 Commitment, Facility L2 Commitment, Facility L3 Commitment, Facility L4 Commitment or Facility M Commitment (as applicable) of the Existing Lender not assigned or transferred to the New Lender and (ii) to the New Lender, a Promissory Note setting forth the amount of the Facility A Commitment, Facility B Commitment, Facility C Commitment, Facility D1 Commitment, Facility D2 Commitment, Facility E Commitment, Facility F Commitment, Facility G Commitment, Facility H Commitment, Facility I Commitment, Facility J Commitment, Facility K Commitment, Facility L1 Commitment, Facility L2 Commitment, Facility L3 Commitment, Facility L4 Commitment or Facility M Commitment (as applicable) of the New Lender assigned or transferred to it by the Existing Lender. Any such new

Promissory Notes shall be issued under the name of the Existing Lender or the New Lender (as applicable), and shall be released (through the Custodian, if any), duly signed, to the Existing Lender and the New Lender, upon tendering to the Borrower of the Promissory Notes previously issued to the Existing Lender in respect of the relevant Facility A Commitment, Facility B Commitment, Facility C Commitment, Facility D1 Commitment, Facility D2 Commitment, Facility E Commitment, Facility F Commitment, Facility G Commitment, Facility H Commitment, Facility I Commitment, Facility J Commitment, Facility K Commitment, Facility L1 Commitment, Facility L2 Commitment, Facility L3 Commitment, Facility L4 Commitment or Facility M Commitment (as applicable). On an assignment or transfer by an Existing Lender of part of its Commitment under any new facility established pursuant to Clause 2.2 (*Accordion*) to a New Lender, such Existing Lender shall tender (or procure that the Custodian tenders) to the Borrower, on the Transfer Date, the Promissory Note(s) issued to such Existing Lender evidencing such Existing Lender's Commitment under that new facility, and the Borrower shall promptly, at the cost of the Borrower, issue (i) to the Existing Lender, a Promissory Note setting forth the amount of the Commitment under that new facility of the Existing Lender not assigned or transferred to the New Lender and (ii) to the New Lender, a Promissory Note setting forth the amount of the Commitment under that facility assigned or transferred to it by the Existing Lender. Any such new Promissory Notes shall be issued under the name of the Existing Lender or the New Lender (as applicable), and shall be released (through the Custodian, if any), duly signed, to the Existing Lender and the New Lender, upon tendering to the Borrower of the Promissory Notes previously issued to the Existing Lender in respect of the relevant Commitment under that new facility.

(h) The Borrower:

(i) shall, within 15 Business Days of a written request of any Lender participating in any Loan (A) that has requested delivery of a Promissory Note which sets forth the Interest Period then in effect or (B) following any notification pursuant to Clause 9.4 (*Notification of rates of interest*) arising as a result of an increase in the applicable Margin following any event described in paragraphs (b)(i) to (b)(iii) (inclusive) of the definition of Margin, execute, and cause the execution by each Guarantor as *avalista*, issue and deliver a Promissory Note, setting forth the applicable Interest Period or Margin (as applicable), to each such Lender participating in a Loan or Facility to which the request or notification relates; and

(ii) shall, within 15 Business Days of a written request of any Lender participating in any Loan following (A) any notification pursuant to Clause 9.4 (*Notification of rates of interest*) arising as a result of a decrease in the applicable Margin following any event described in paragraphs (b)(i) to (b)(iv) of the definition of Margin or (B) any repayment of any Loan (other than a Facility D2 Loan or a Facility M Loan) or decrease in the Total Commitments (other than a Facility D2 Commitment or a Facility M Commitment), execute, and cause the execution by each Guarantor as *avalista*, issue and deliver a Promissory Note to each such Lender participating in a Loan or Facility to which the relevant notification, repayment or decrease (as the case may be) relates,

provided that any Promissory Note held by or on behalf of such Lender in respect of that Loan (the "**Old Promissory Note**") is tendered or otherwise made available for exchange by the Custodian (or, if none, such Lender). Upon such exchange, the Old Promissory Note shall be cancelled and have no further effect. For the avoidance of doubt: (x) if the exchange does not take place the Old Promissory Note remains in full force and effect; and (y) notwithstanding any Promissory Note, this Agreement determines, *inter alia*, the rate of interest accruing on Loans and any amount payable by the Obligors.

(i) Any obligation of the Borrower to deliver a Promissory Note to a Lender pursuant to this Agreement may be satisfied by delivery of such Promissory Note to the Custodian, if any.

(j) Notwithstanding any amount set forth in any Promissory Note issued to a Lender in respect of any Commitment of that Lender, no such Lender shall be entitled, and each such Lender that holds any Promissory Note evidencing any Commitment in accordance with this Agreement hereby waives the right, to claim any amount of principal in excess of the amounts disbursed and not repaid to such Lender in respect of the relevant Loan(s) at that time. Each Lender that holds any Promissory Note evidencing any Commitment in accordance with this Agreement agrees that the Borrower may introduce this Agreement (and in particular, the provisions of this Clause 5.6) as a defence in connection with any such claim.

(k) For the avoidance of doubt, no Lender may claim under a Promissory Note separately from under this Agreement, except for claims initiated before Mexican courts as permitted under Clause 42.1 (*Jurisdiction in relation to actions brought by or against parties organised or incorporated in Mexico*) (and in such circumstances the Agent will provide to the Borrower such information as the Borrower may reasonably request in connection with the aggregate amounts disbursed to the Borrower).

5.7 **Cancellation of Commitment**

Any Commitment which, at that time, is unutilised shall be immediately cancelled at the end of the applicable Availability Period.

5.8 **First Utilisation of Facility L2 and the Delayed Effectiveness and Draw Commitments following the 2020 Further Amendment Effective Date**

(a) The Borrower may not deliver a Utilisation Request for the first Utilisation of Facility L2 without delivering at the same time a Utilisation Request for the first Utilisation of the Delayed Effectiveness and Draw Commitments; and

(b) the Borrower may not deliver a Utilisation Request for the first Utilisation of the Delayed Effectiveness and Draw Commitments without delivering at the same time a Utilisation Request for the first Utilisation of Facility L2.

SECTION 4
REPAYMENT, PREPAYMENT AND CANCELLATION

6. REPAYMENT

6.1 Repayment of Facility A Loans

(a) The Borrower shall repay the Facility A Loans in instalments by repaying on each Facility A Repayment Date an amount which reduces the aggregate Base Currency Amount of the outstanding Facility A Loans by an amount equal to the relevant percentage of all the Facility A Loans borrowed by the Borrower as at the close of business in London on the last day of the last Availability Period in relation to Facility A (after the application of Clause 5.7 (*Cancellation of Commitment*) at the end of that Availability Period) as set out in the table below:

Facility A Repayment Date	**Facility A Repayment Instalment (percentage)**
The date falling 36 Months after the date of this Agreement	20%
The date falling 42 Months after the date of this Agreement	20%
The date falling 48 Months after the date of this Agreement	20%
The date falling 54 Months after the date of this Agreement	20%
The Termination Date	20%

(b) The Borrower may not reborrow any part of Facility A which is repaid.

6.2 Repayment of Facility B Loans

(a) The Borrower shall repay the Facility B Loans in instalments by repaying on each Facility B Repayment Date an amount in euro which reduces the aggregate amount in euro of the outstanding Facility B Loans by an amount equal to the relevant percentage of all the Facility B Loans borrowed by the Borrower as at the close of business in London on the last day of the last Availability Period in relation to Facility B (after the application of Clause 5.7 (*Cancellation of Commitment*) at the end of that Availability Period) as set out in the table below:

Facility B Repayment Date	**Facility B Repayment Instalment (percentage)**
The date falling 36 Months after the date of this Agreement	20%

Facility B Repayment Date	Facility B Repayment Instalment (percentage)
The date falling 42 Months after the date of this Agreement	20%
The date falling 48 Months after the date of this Agreement	20%
The date falling 54 Months after the date of this Agreement	20%
The Termination Date	20%

(b) The Borrower may not reborrow any part of Facility B which is repaid.

6.3 **Repayment of Facility C Loans**

(a) The Borrower shall repay the Facility C Loans in instalments by repaying on each Facility C Repayment Date an amount in sterling which reduces the aggregate amount in sterling of the outstanding Facility C Loans by an amount equal to the relevant percentage of all the Facility C Loans borrowed by the Borrower as at the close of business in London on the last day of the last Availability Period in relation to Facility C (after the application of Clause 5.7 (*Cancellation of Commitment*) at the end of that Availability Period) as set out in the table below:

Facility C Repayment Date	Facility C Repayment Instalment (percentage)
The date falling 36 Months after the date of this Agreement	20%
The date falling 42 Months after the date of this Agreement	20%
The date falling 48 Months after the date of this Agreement	20%
The date falling 54 Months after the date of this Agreement	20%
The Termination Date	20%

(b) The Borrower may not reborrow any part of Facility C which is repaid.

6.4 **Repayment of Facility D1 Loans**

(a) The Borrower shall repay the Facility D1 Loans in instalments by repaying on each Facility D1 Repayment Date an amount which reduces the aggregate Base Currency Amount of the outstanding Facility D1 Loans by an amount equal to the relevant percentage of all the Facility D1 Loans borrowed by the Borrower

as at the close of business in London on the last day of the last Availability Period in relation to Facility D1 (after the application of Clause 5.7 (*Cancellation of Commitment*) at the end of that Availability Period) as set out in the table:

Facility D1 Repayment Date	**Facility D1 Repayment Instalment (percentage)**
The date falling 36 Months after the date of this Agreement	20%
The date falling 42 Months after the date of this Agreement	20%
The date falling 48 Months after the date of this Agreement	20%
The date falling 54 Months after the date of this Agreement	20%
The Termination Date	20%

(b) The Borrower may not reborrow any part of Facility D1 which is repaid.

6.5 **Repayment of Facility D2 Loans**

(a) The Borrower shall repay each Facility D2 Loan on the last day of its Interest Period.

(b) Without prejudice to the Borrower's obligation under paragraph (a) above, if:

(i) one or more Facility D2 Loans are to be made available:

(A) on the same day that a maturing Facility D2 Loan is due to be repaid; and

(B) in whole or in part for the purpose of refinancing the maturing Facility D2 Loan; and

(ii) the proportion borne by each Lender's participation in the maturing Facility D2 Loan to the amount of that maturing Facility D2 Loan is the same as the proportion borne by that Lender's participation in the new Facility D2 Loans to the aggregate amount of those new Facility D2 Loans,

the aggregate amount of the new Facility D2 Loans shall, unless the Borrower notifies the Agent to the contrary in the relevant Utilisation Request, be treated as if applied in or towards repayment of the maturing Facility D2 Loan so that:

(A) if the amount of the maturing Facility D2 Loan exceeds the aggregate amount of the new Facility D2 Loans:

(1) the Borrower will only be required to make a payment under Clause 32.1 (*Payments to the Agent*) in an amount in the relevant currency equal to that excess; and

(2) each Lender's participation in the new Facility D2 Loans shall be treated as having been made available and applied by the Borrower in or towards repayment of that Lender's participation in the maturing Facility D2 Loan and that Lender will not be required to make a payment under Clause 32.1 (*Payments to the Agent*) in respect of its participation in the new Facility D2 Loans; and

(B) if the amount of the maturing Facility D2 Loan is equal to or less than the aggregate amount of the new Facility D2 Loans:

(1) the Borrower will not be required to make a payment under Clause 32.1 (*Payments to the Agent*); and

(2) each Lender will be required to make a payment under Clause 32.1 (*Payments to the Agent*) in respect of its participation in the new Facility D2 Loans only to the extent that its participation in the new Facility D2 Loans exceeds that Lender's participation in the maturing Facility D2 Loan and the remainder of that Lender's participation in the new Facility D2 Loans shall be treated as having been made available and applied by the Borrower in or towards repayment of that Lender's participation in the maturing Facility D2 Loan.

6.6 **Repayment of Facility E Loans**

(a) The Borrower shall repay the Facility E Loans in instalments by repaying on each Facility E Repayment Date an amount which reduces the aggregate Base Currency Amount of the outstanding Facility E Loans by an amount equal to the relevant percentage of all the Facility E Loans borrowed by the Borrower as at the close of business in London on the last day of the last Availability Period in relation to Facility E (after the application of Clause 5.7 (*Cancellation of Commitment*) at the end of that Availability Period) as set out in the table:

Facility E Repayment Date	**Facility E Repayment Instalment (percentage)**
The date falling 48 Months after the date of this Agreement	20%
The date falling 54 Months after the date of this Agreement	20%
The date falling 60 Months after the date of this Agreement	20%
The date falling 72 Months after the date of this Agreement	20%
Termination Date	20%

(b) The Borrower may not reborrow any part of Facility E which is repaid.

6.7 **Repayment of Facility F Loans**

(a) The Borrower shall repay the Facility F Loans in instalments by repaying on each Facility F Repayment Date an amount in euro which reduces the aggregate amount in euro of the outstanding Facility F Loans by an amount equal to the relevant percentage of all the Facility F Loans borrowed by the Borrower as at the close of business in London on the last day of the last Availability Period in relation to Facility F (after the application of Clause 5.7 (*Cancellation of Commitment*) at the end of that Availability Period) as set out in the table:

Facility F Repayment Date	**Facility F Repayment Instalment (percentage)**
The date falling 48 Months after the date of this Agreement	20%
The date falling 54 Months after the date of this Agreement	20%
The date falling 60 Months after the date of this Agreement	20%
The date falling 72 Months after the date of this Agreement	20%
Termination Date	20%

(b) The Borrower may not reborrow any part of Facility F which is repaid.

6.8 **Repayment of Facility G Loans**

(a) The Borrower shall repay the Facility G Loans in instalments by repaying on each Facility G Repayment Date an amount in sterling which reduces the aggregate amount in sterling of the outstanding Facility G Loans by an amount equal to the relevant percentage of all the Facility G Loans borrowed by the Borrower as at the close of business in London on the last day of the last Availability Period in relation to Facility G (after the application of Clause 5.7 (*Cancellation of Commitment*) at the end of that Availability Period) as set out in the table:

Facility G Repayment Date	Facility G Repayment Instalment (percentage)
The date falling 48 Months after the date of this Agreement	20%
The date falling 54 Months after the date of this Agreement	20%
The date falling 60 Months after the date of this Agreement	20%
The date falling 72 Months after the date of this Agreement	20%
Termination Date	20%

(b) The Borrower may not reborrow any part of Facility G which is repaid.

6.9 **Repayment of Facility H Loans**

(a) The Borrower shall repay the Facility H Loans in instalments by repaying on each Facility H Repayment Date an amount which reduces the aggregate Base Currency Amount of the outstanding Facility H Loans by an amount equal to the relevant percentage of all the Facility H Loans borrowed by the Borrower as at the close of business in London on the last day of the last Availability Period in relation to Facility H (after the application of Clause 5.7 (*Cancellation of Commitment*) at the end of that Availability Period) as set out in the table:

Facility H Repayment Date	Facility H Repayment Instalment (percentage)
The date falling 48 Months after the date of this Agreement	20%
The date falling 54 Months after the date of this Agreement	20%
The date falling 60 Months after the date of this Agreement	20%
The date falling 72 Months after the date of this Agreement	20%
Termination Date	20%

(b) The Borrower may not reborrow any part of Facility H which is repaid.

6.10 **Repayment of Facility I Loans**

(a) The Borrower shall repay the Facility I Loans in instalments by repaying on each Facility I Repayment Date an amount which reduces the aggregate Base Currency Amount of the outstanding Facility I Loans by an amount equal to the relevant percentage of all the Facility I Loans borrowed by the Borrower as at: (i) the close of business in London on the last day of the last Availability Period in relation to Facility I (after the application of Clause 5.7 (*Cancellation of Commitment*) at the end of that Availability Period), as set out in column 1 in the table below; or (ii) if the Borrower prepays the Repayment Instalment due 48 Months after the date of this Agreement (the "**Facility I July 2021 Prepayment**"), the close of business in London on the date of the Facility I July 2021 Prepayment (with such prepayment having occurred), as set out in column 2 the table below:

Facility I Repayment Date	**Facility I Repayment Instalment (percentage)**	
	Column 1	**Column 2**
	If no Facility I July 2021 Prepayment	**If Facility I July 2021 Prepayment occurs**
The date falling 48 Months after the date of this Agreement	20%	*[Not applicable]*
The date falling 72 Months after the date of this Agreement	20%	25%
The date falling 78 Months after the date of this Agreement	20%	25%
The date falling 90 Months after the date of this Agreement	20%	25%
Termination Date	20%	25%

(b) The Borrower may not reborrow any part of Facility I which is repaid.

6.11 **Repayment of Facility J Loans**

(a) The Borrower shall repay the Facility J Loans in instalments by repaying on each Facility J Repayment Date an amount in euro which reduces the aggregate amount in euro of the outstanding Facility J Loans by an amount equal to the relevant percentage of all the Facility J Loans borrowed by the Borrower as at: (i) the close of business in London on the last day of the last Availability Period in relation to Facility J (excluding the Availability Period in relation to the Delayed Effectiveness and Draw Commitments under Facility J and after the application of Clause 5.7 (*Cancellation of Commitment*) at the end of that Availability Period), as set out in column 1 in the table below or (ii) if the Borrower prepays the Repayment Instalment due 48 Months after the date of this Agreement (the "**Facility J July 2021 Prepayment**"), then (x) the close of

business in London on the date of the Facility J July 2021 Prepayment (with such prepayment having occurred and excluding the Availability Period in relation to the Delayed Effectiveness and Draw Commitments under Facility J), and (y) once the Availability Period in relation to the Delayed Effectiveness and Draw Commitments under Facility J has ended, the close of business in London on that date, in both cases as set out in column 2 in the table below:

Facility J Repayment Date	**Facility J Repayment Instalment (percentage)**	
	Column 1	**Column 2**
	If no Facility J July 2021 Prepayment	**If Facility J July 2021 Prepayment occurs**
The date falling 48 Months after the date of this Agreement	20%	*[Not applicable]*
The date falling 72 Months after the date of this Agreement	20%	25%
The date falling 78 Months after the date of this Agreement	20%	25%
The date falling 90 Months after the date of this Agreement	20%	25%
Termination Date	20%	25%

(b) The Borrower may not reborrow any part of Facility J which is repaid.

6.12 **Repayment of Facility K Loans**

(a) The Borrower shall repay the Facility K Loans in instalments by repaying on each Facility K Repayment Date an amount in sterling which reduces the aggregate amount in sterling of the outstanding Facility K Loans by an amount equal to the relevant percentage of all the Facility K Loans borrowed by the Borrower as at: (i) the close of business in London on the last day of the last Availability Period in relation to Facility K (excluding the Availability Period in relation to the Delayed Effectiveness and Draw Commitments under Facility K and after the application of Clause 5.7 (*Cancellation of Commitment*) at the end of that Availability Period), as set out in column 1 in the table below; or (ii) if the Borrower prepays the Repayment Instalment due 48 Months after the date of this Agreement (the "**Facility K July 2021 Prepayment**"), then (x) the close of business in London on the date of the Facility K July 2021 Prepayment (with such prepayment having occurred and excluding the Availability Period in relation to the Delayed Effectiveness and Draw Commitments under Facility K), and (y) once the Availability Period in relation to the Delayed Effectiveness

and Draw Commitments under Facility K has ended, the close of business in London on that date, in both cases as set out in column 2 in the table below:

Facility K Repayment Date	**Facility K Repayment Instalment (percentage)**	
	Column 1	**Column 2**
	If no Facility K July 2021 Prepayment	**If Facility K July 2021 Prepayment occurs**
The date falling 48 Months after the date of this Agreement	20%	*[Not applicable]*
The date falling 72 Months after the date of this Agreement	20%	25%
The date falling 78 Months after the date of this Agreement	20%	25%
The date falling 90 Months after the date of this Agreement	20%	25%
Termination Date	20%	25%

(b) The Borrower may not reborrow any part of Facility K which is repaid.

6.13 **Repayment of Facility L1 Loans**

(a) The Borrower shall repay the Facility L1 Loans by repaying on the Facility L1 Repayment Date an amount which reduces the aggregate Base Currency Amount of the outstanding Facility L1 Loans by an amount equal to the relevant percentage of all the Facility L1 Loans borrowed by the Borrower as at: (i) the close of business in London on the last day of the last Availability Period in relation to Facility L1 (after the application of Clause 5.7 (*Cancellation of Commitment*) at the end of that Availability Period), as set out in column 1 in the table below; or (ii) if the Borrower prepays the Repayment Instalment due 48 Months after the date of this Agreement (the "**Facility L1 July 2021 Prepayment**"), the close of business in London on the date of the Facility L1 July 2021 Prepayment (with such prepayment having occurred), as set out in column 2 in the table below:

Facility L1 Repayment Date	Facility L1 Repayment Instalment (percentage)	
	Column 1	Column 2
	If no Facility L1 July 2021 Prepayment	If Facility L1 July 2021 Prepayment occurs
The date falling 48 Months after the date of this Agreement	20%	*[Not applicable]*
The date falling 72 Months after the date of this Agreement	20%	25%
The date falling 78 Months after the date of this Agreement	20%	25%
The date falling 90 Months after the date of this Agreement	20%	25%
Termination Date	20%	25%

(b) The Borrower may not reborrow any part of Facility L1 which is repaid.

6.14 **Repayment of Facility L2 Loans**

(a) The Borrower shall repay the Facility L2 Loans in instalments by repaying on each Facility L2 Repayment Date an amount in Mexican pesos which reduces the aggregate amount in Mexican pesos of the outstanding Facility L2 Loans by an amount equal to the relevant percentage of all the Facility L2 Loans borrowed by the Borrower as at the close of business in London on the last day of the last Availability Period in relation to Facility L2 (after the application of Clause 5.7 (*Cancellation of Commitment*) at the end of that Availability Period) as set out in the table below:

Facility L2 Repayment Date	Facility L2 Repayment Instalment (percentage)
The date falling 72 Months after the date of this Agreement	25%
The date falling 78 Months after the date of this Agreement	25%
The date falling 90 Months after the date of this Agreement	25%
Termination Date	25%

(b) The Borrower may not reborrow any part of Facility L2 which is repaid.

6.15 **Repayment of Facility L3 Loans**

(a) The Borrower shall repay the Facility L3 Loans by repaying on the Facility L3 Repayment Date an amount in sterling which reduces the aggregate amount in sterling of the outstanding Facility L3 Loans by an amount equal to the relevant percentage of all the Facility L3 Loans borrowed by the Borrower as at: (i) the close of business in London on the last day of the last Availability Period in relation to Facility L3 (after the application of Clause 5.7 (*Cancellation of Commitment*) at the end of that Availability Period), as set out in column 1 in the table below; or (ii) if the Borrower prepays the Repayment Instalment due 48 Months after the date of this Agreement (the "**Facility L3 July 2021 Prepayment**"), the close of business in London on the date of the Facility L3 July 2021 Prepayment (with such prepayment having occurred), as set out in column 2 in the table below:

Facility L3 Repayment Date	**Facility L3 Repayment Instalment (percentage)**	
	Column 1	**Column 2**
	If no Facility L3 July 2021 Prepayment	**If Facility L3 July 2021 Prepayment occurs**
The date falling 48 Months after the date of this Agreement	20%	*[Not applicable]*
The date falling 72 Months after the date of this Agreement	20%	25%
The date falling 78 Months after the date of this Agreement	20%	25%
The date falling 90 Months after the date of this Agreement	20%	25%
Termination Date	20%	25%

(b) The Borrower may not reborrow any part of Facility L3 which is repaid.

6.16 **Repayment of Facility L4 Loans**

(a) The Borrower shall repay the Facility L4 Loans by repaying on the Facility L4 Repayment Date an amount in euro which reduces the aggregate amount in euro of the outstanding Facility L4 Loans by an amount equal to the relevant percentage of all the Facility L4 Loans borrowed by the Borrower as at: (i) the close of business in London on the last day of the last Availability Period in relation to Facility L4 (after the application of Clause 5.7 (*Cancellation of Commitment*) at the end of that Availability Period), as set out in column 1 in the table below; or (ii) if the Borrower prepays the Repayment Instalment due 48 Months after the date of this Agreement (the "**Facility L4 July 2021 Prepayment**"), the close of business in London on the date of the Facility L4 July 2021 Prepayment (with such prepayment having occurred), as set out in column 2 in the table below:

Facility L4 Repayment Date	**Facility L4 Repayment Instalment (percentage)**	
	Column 1	**Column 2**
	If no Facility L4 July 2021 Prepayment	**If Facility L4 July 2021 Prepayment occurs**
The date falling 48 Months after the date of this Agreement	20%	*[Not applicable]*
The date falling 72 Months after the date of this Agreement	20%	25%
The date falling 78 Months after the date of this Agreement	20%	25%
The date falling 90 Months after the date of this Agreement	20%	25%
Termination Date	20%	25%

(b) The Borrower may not reborrow any part of Facility L4 which is repaid.

6.17 **Repayment of Facility M Loans**

(a) The Borrower shall repay each Facility M Loan on the last day of its Interest Period.

(b) Without prejudice to the Borrower's obligation under paragraph (a) above, if:

(i) one or more Facility M Loans are to be made available:

(A) on the same day that a maturing Facility M Loan is due to be repaid; and

(B) in whole or in part for the purpose of refinancing the maturing Facility M Loan; and

(ii) the proportion borne by each Lender's participation in the maturing Facility M Loan to the amount of that maturing Facility M Loan is the same as the proportion borne by that Lender's participation in the new Facility M Loans to the aggregate amount of those new Facility M Loans,

the aggregate amount of the new Facility M Loans shall, unless the Borrower notifies the Agent to the contrary in the relevant Utilisation Request, be treated as if applied in or towards repayment of the maturing Facility M Loan so that:

(A) if the amount of the maturing Facility M Loan exceeds the aggregate amount of the new Facility M Loans:

(1) the Borrower will only be required to make a payment under Clause 32.1 (*Payments to the Agent*) in an amount in the relevant currency equal to that excess; and

(2) each Lender's participation in the new Facility M Loans shall be treated as having been made available and applied by the Borrower in or towards repayment of that Lender's participation in the maturing Facility M Loan and that Lender will not be required to make a payment under Clause 32.1 (*Payments to the Agent*) in respect of its participation in the new Facility M Loans; and

(B) if the amount of the maturing Facility M Loan is equal to or less than the aggregate amount of the new Facility M Loans:

(1) the Borrower will not be required to make a payment under Clause 32.1 (*Payments to the Agent*); and

(2) each Lender will be required to make a payment under Clause 32.1 (*Payments to the Agent*) in respect of its participation in the new Facility M Loans only to the extent that its participation in the new Facility M Loans exceeds that Lender's participation in the maturing Facility M Loan and the remainder of that Lender's participation in the new Facility M Loans shall be treated as having been made available and applied by the Borrower in or towards repayment of that Lender's participation in the maturing Facility M Loan.

6.18 **Application of repayments**

Any repayment of a Utilisation under this Clause 6 shall be applied *pro rata* to each Lender's participation in that Utilisation.

6.19 **Effect of cancellation and prepayment on scheduled repayments**

(a) If the Borrower cancels the whole or any part of any Available Commitment in accordance with Clause 7.5 (*Right of replacement or cancellation and repayment in relation to a single Lender*) or if the Available Commitment of any Lender is cancelled under Clause 7.1 (*Illegality*) then:

(i) in the case of the Facility A Commitments, the amount of the Facility A Repayment Instalment for each Facility A Repayment Date falling after that cancellation will reduce *pro rata* by the amount cancelled;

(ii) in the case of the Facility B Commitments, the amount of the Facility B Repayment Instalment for each Facility B Repayment Date falling after that cancellation will reduce *pro rata* by the amount cancelled;

(iii) in the case of the Facility C Commitments, the amount of the Facility C Repayment Instalment for each Facility C Repayment Date falling after that cancellation will reduce *pro rata* by the amount cancelled;

(iv) in the case of the Facility D1 Commitments, the amount of the Facility D1 Repayment Instalment for each Facility D1 Repayment Date falling after that cancellation will reduce *pro rata* by the amount cancelled;

(v) in the case of the Facility E Commitments, the amount of the Facility E Repayment Instalment for each Facility E Repayment Date falling after that cancellation will reduce *pro rata* by the amount cancelled;

(vi) in the case of the Facility F Commitments, the amount of the Facility F Repayment Instalment for each Facility F Repayment Date falling after that cancellation will reduce *pro rata* by the amount cancelled;

(vii) in the case of the Facility G Commitments, the amount of the Facility G Repayment Instalment for each Facility G Repayment Date falling after that cancellation will reduce *pro rata* by the amount cancelled;

(viii) in the case of the Facility H Commitments, the amount of the Facility H Repayment Instalment for each Facility H Repayment Date falling after that cancellation will reduce *pro rata* by the amount cancelled;

(ix) in the case of the Facility I Commitments, the amount of the Facility I Repayment Instalment for each Facility I Repayment Date falling after that cancellation will reduce *pro rata* by the amount cancelled;

(x) in the case of the Facility J Commitments, the amount of the Facility J Repayment Instalment for each Facility J Repayment Date falling after that cancellation will reduce *pro rata* by the amount cancelled;

(xi) in the case of the Facility K Commitments, the amount of the Facility K Repayment Instalment for each Facility K Repayment Date falling after that cancellation will reduce *pro rata* by the amount cancelled;

(xii) in the case of the Facility L1 Commitments, the amount of the Facility L1 Repayment Instalment for each Facility L1 Repayment Date falling after that cancellation will reduce *pro rata* by the amount cancelled;

(xiii) in the case of the Facility L2 Commitments, the amount of the Facility L2 Repayment Instalment for each Facility L2 Repayment Date falling after that cancellation will reduce *pro rata* by the amount cancelled;

(xiv) in the case of the Facility L3 Commitments, the amount of the Facility L3 Repayment Instalment for each Facility L3 Repayment Date falling after that cancellation will reduce *pro rata* by the amount cancelled; and

(xv) in the case of the Facility L4 Commitments, the amount of the Facility L4 Repayment Instalment for each Facility L4 Repayment Date falling after that cancellation will reduce *pro rata* by the amount cancelled.

(b) If the Borrower cancels the whole or any part of any Available Commitment in accordance with Clause 7.3 (*Voluntary cancellation*) then:

(i) in the case of the Facility A Commitments, the Facility A Repayment Instalment for each Facility A Repayment Date falling after that cancellation will reduce in the order selected by the Borrower by the amount cancelled;

(ii) in the case of the Facility B Commitments, the Facility B Repayment Instalment for each Facility B Repayment Date falling after that cancellation will reduce in the order selected by the Borrower by the amount cancelled;

(iii) in the case of the Facility C Commitments, the Facility C Repayment Instalment for each Facility C Repayment Date falling after that cancellation will reduce in the order selected by the Borrower by the amount cancelled;

(iv) in the case of the Facility D1 Commitments, the Facility D1 Repayment Instalment for each Facility D1 Repayment Date falling after that cancellation will reduce in the order selected by the Borrower by the amount cancelled;

(v) in the case of the Facility E Commitments, the Facility E Repayment Instalment for each Facility E Repayment Date falling after that cancellation will reduce in the order selected by the Borrower by the amount cancelled;

(vi) in the case of the Facility F Commitments, the Facility F Repayment Instalment for each Facility F Repayment Date falling after that cancellation will reduce in the order selected by the Borrower by the amount cancelled;

(vii) in the case of the Facility G Commitments, the Facility G Repayment Instalment for each Facility G Repayment Date falling after that cancellation will reduce in the order selected by the Borrower by the amount cancelled;

(viii) in the case of the Facility H Commitments, the Facility H Repayment Instalment for each Facility H Repayment Date falling after that cancellation will reduce in the order selected by the Borrower by the amount cancelled;

(ix) in the case of the Facility I Commitments, the Facility I Repayment Instalment for each Facility I Repayment Date falling after that cancellation will reduce in the order selected by the Borrower by the amount cancelled;

(x) in the case of the Facility J Commitments, the Facility J Repayment Instalment for each Facility J Repayment Date falling after that cancellation will reduce in the order selected by the Borrower by the amount cancelled;

(xi) in the case of the Facility K Commitments, the Facility K Repayment Instalment for each Facility K Repayment Date falling after that cancellation will reduce in the order selected by the Borrower by the amount cancelled;

(xii) in the case of the Facility L1 Commitments, the Facility L1 Repayment Instalment for each Facility L1 Repayment Date falling after that cancellation will reduce in the order selected by the Borrower by the amount cancelled;

(xiii) in the case of the Facility L2 Commitments, the Facility L2 Repayment Instalment for each Facility L2 Repayment Date falling after that cancellation will reduce in the order selected by the Borrower by the amount cancelled;

(xiv) in the case of the Facility L3 Commitments, the Facility L3 Repayment Instalment for each Facility L3 Repayment Date falling after that cancellation will reduce in the order selected by the Borrower by the amount cancelled; and

(xv) in the case of the Facility L4 Commitments, the Facility L4 Repayment Instalment for each Facility L4 Repayment Date falling after that cancellation will reduce in the order selected by the Borrower by the amount cancelled.

(c) If any Loan is prepaid in accordance with Clause 7.5 (*Right of replacement or cancellation and repayment in relation to a single Lender*) or Clause 7.1 (*Illegality*), then:

(i) in the case of a Facility A Loan, the amount of the Facility A Repayment Instalments for each Facility A Repayment Date falling after that repayment or prepayment will reduce *pro rata* by the amount of the Facility A Loan prepaid;

(ii) in the case of a Facility B Loan, the amount of the Facility B Repayment Instalments for each Facility B Repayment Date falling after that repayment or prepayment will reduce *pro rata* by the amount of the Facility B Loan prepaid;

(iii) in the case of a Facility C Loan, the amount of the Facility C Repayment Instalments for each Facility C Repayment Date falling after that repayment or prepayment will reduce *pro rata* by the amount of the Facility C Loan prepaid;

(iv) in the case of a Facility D1 Loan, the amount of the Facility D1 Repayment Instalments for each Facility D1 Repayment Date falling after that repayment or prepayment will reduce *pro rata* by the amount of the Facility D1 Loan prepaid;

(v) in the case of a Facility E Loan, the amount of the Facility E Repayment Instalments for each Facility E Repayment Date falling after that repayment or prepayment will reduce *pro rata* by the amount of the Facility E Loan prepaid;

(vi) in the case of a Facility F Loan, the amount of the Facility F Repayment Instalments for each Facility F Repayment Date falling after that repayment or prepayment will reduce *pro rata* by the amount of the Facility F Loan prepaid;

(vii) in the case of a Facility G Loan, the amount of the Facility G Repayment Instalments for each Facility G Repayment Date falling after that repayment or prepayment will reduce *pro rata* by the amount of the Facility G Loan prepaid;

(viii) in the case of a Facility H Loan, the amount of the Facility H Repayment Instalments for each Facility H Repayment Date falling after that repayment or prepayment will reduce *pro rata* by the amount of the Facility H Loan prepaid;

(ix) in the case of a Facility I Loan, the amount of the Facility I Repayment Instalments for each Facility I Repayment Date falling after that repayment or prepayment will reduce *pro rata* by the amount of the Facility I Loan prepaid;

(x) in the case of a Facility J Loan, the amount of the Facility J Repayment Instalments for each Facility J Repayment Date falling after that repayment or prepayment will reduce *pro rata* by the amount of the Facility J Loan prepaid;

(xi) in the case of a Facility K Loan, the amount of the Facility K Repayment Instalments for each Facility K Repayment Date falling after that repayment or prepayment will reduce *pro rata* by the amount of the Facility K Loan prepaid;

(xii) in the case of a Facility L1 Loan, the amount of the Facility L1 Repayment Instalments for each Facility L1 Repayment Date falling after that repayment or prepayment will reduce *pro rata* by the amount of the Facility L1 Loan prepaid;

(xiii) in the case of a Facility L2 Loan, the amount of the Facility L2 Repayment Instalments for each Facility L2 Repayment Date falling after that repayment or prepayment will reduce *pro rata* by the amount of the Facility L2 Loan prepaid.

(xiv) in the case of a Facility L3 Loan, the amount of the Facility L3 Repayment Instalments for each Facility L3 Repayment Date falling after that repayment or prepayment will reduce *pro rata* by the amount of the Facility L3 Loan prepaid; and

(xv) in the case of a Facility L4 Loan, the amount of the Facility L4 Repayment Instalments for each Facility L4 Repayment Date falling after that repayment or prepayment will reduce *pro rata* by the amount of the Facility L4 Loan prepaid.

(d) If any Loan is prepaid in accordance with Clause 7.4 (*Voluntary prepayment*) then:

(i) in the case of a Facility A Loan, the amount of the Facility A Repayment Instalments for each Facility A Repayment Date falling after that repayment or prepayment will reduce in the order selected by the Borrower by the amount of the Facility A Loan prepaid;

(ii) in the case of a Facility B Loan, the amount of the Facility B Repayment Instalments for each Facility B Repayment Date falling after that repayment or prepayment will reduce in the order selected by the Borrower by the amount of the Facility B Loan prepaid;

(iii) in the case of a Facility C Loan, the amount of the Facility C Repayment Instalments for each Facility C Repayment Date falling after that repayment or prepayment will reduce in the order selected by the Borrower by the amount of the Facility C Loan prepaid;

(iv) in the case of a Facility D1 Loan, the amount of the Facility D1 Repayment Instalments for each Facility D1 Repayment Date falling after that repayment or prepayment will reduce in the order selected by the Borrower by the amount of the Facility D1 Loan prepaid;

(v) in the case of a Facility E Loan, the amount of the Facility E Repayment Instalments for each Facility E Repayment Date falling after that repayment or prepayment will reduce in the order selected by the Borrower by the amount of the Facility E Loan prepaid;

(vi) in the case of a Facility F Loan, the amount of the Facility F Repayment Instalments for each Facility F Repayment Date falling after that repayment or prepayment will reduce in the order selected by the Borrower by the amount of the Facility F Loan prepaid;

(vii) in the case of a Facility G Loan, the amount of the Facility G Repayment Instalments for each Facility G Repayment Date falling after that repayment or prepayment will reduce in the order selected by the Borrower by the amount of the Facility G Loan prepaid;

(viii) in the case of a Facility H Loan, the amount of the Facility H Repayment Instalments for each Facility H Repayment Date falling after that repayment or prepayment will reduce in the order selected by the Borrower by the amount of the Facility H Loan prepaid;

(ix) in the case of a Facility I Loan, the amount of the Facility I Repayment Instalments for each Facility I Repayment Date falling after that repayment or prepayment will reduce in the order selected by the Borrower by the amount of the Facility I Loan prepaid;

(x) in the case of a Facility J Loan, the amount of the Facility J Repayment Instalments for each Facility J Repayment Date falling after that repayment or prepayment will reduce in the order selected by the Borrower by the amount of the Facility J Loan prepaid;

(xi) in the case of a Facility K Loan, the amount of the Facility K Repayment Instalments for each Facility K Repayment Date falling after that repayment or prepayment will reduce in the order selected by the Borrower by the amount of the Facility K Loan prepaid;

(xii) in the case of a Facility L1 Loan, the amount of the Facility L1 Repayment Instalments for each Facility L1 Repayment Date falling after that repayment or prepayment will reduce in the order selected by the Borrower by the amount of the Facility L1 Loan prepaid;

(xiii) in the case of a Facility L2 Loan, the amount of the Facility L2 Repayment Instalments for each Facility L2 Repayment Date falling after that repayment or prepayment will reduce in the order selected by the Borrower by the amount of the Facility L2 Loan prepaid;

(xiv) in the case of a Facility L3 Loan, the amount of the Facility L3 Repayment Instalments for each Facility L3 Repayment Date falling after that repayment or prepayment will reduce in the order selected by the Borrower by the amount of the Facility L3 Loan prepaid; and

(xv) in the case of a Facility L4 Loan, the amount of the Facility L4 Repayment Instalments for each Facility L4 Repayment Date falling after that repayment or prepayment will reduce in the order selected by the Borrower by the amount of the Facility L4 Loan prepaid.

7. ILLEGALITY, CHANGE OF CONTROL AND VOLUNTARY PREPAYMENT

7.1 Illegality

If, at any time, it is or will become unlawful in any applicable jurisdiction for a Lender to perform any of its obligations as contemplated by the Finance Documents or to fund, issue or maintain its participation in any Utilisation:

(a) that Lender shall promptly notify the Agent upon becoming aware of that event;

(b) upon the Agent notifying the Borrower, each Available Commitment of that Lender will be immediately cancelled; and

(c) to the extent that the Lender's participation has not been transferred pursuant to Clause 38.4 (*Replacement of Lender*), the Borrower shall repay that Lender's participation in the Utilisations on the last day of the Interest Period for each Utilisation occurring after the Agent has notified the Borrower or, if earlier, the date specified by the Lender in the notice delivered to the Agent (being no earlier than the last day of any applicable grace period permitted by law) and that Lender's corresponding Commitment(s) shall be cancelled in the amount of the participations repaid.

7.2 Change of Control

(a) Upon the occurrence of a Change of Control:

(i) a Lender shall not be obliged to fund a Utilisation; and

(ii) the Agent shall, by notice to the Borrower, cancel the Total Commitments and declare all outstanding Loans, together with accrued interest, and all other amounts accrued under the Finance Documents immediately due and payable, whereupon the Total Commitments will be cancelled and all such outstanding Loans and amounts will become immediately due and payable.

(b) The Borrower shall promptly inform the Agent of the occurrence of any Change of Control.

7.3 Voluntary cancellation

Subject to Clause 8.8 (*Application of prepayments and cancellations*), the Borrower may, if it gives the Agent not less than three Business Days' (or such shorter period as the Majority Lenders and the Agent may agree) prior notice, cancel the whole or any part of an Available Facility (but, if in part, in a minimum amount of $20,000,000 (in the case of Facility A, Facility D1, Facility D2, Facility E, Facility H, Facility I, Facility L1 and Facility M), €20,000,000 (in the case of Facility B, Facility F, Facility J and Facility L4), £20,000,000 (in the case of Facility C, Facility G, Facility K and Facility L3) or Mex$450,000,000 (in the case of Facility L2)).

7.4 **Voluntary prepayment**

Subject to Clause 8.8 (*Application of prepayments and cancellations*), the Borrower may, if it gives the Agent not less than three Business Days' (or such shorter period as the Majority Lenders and the Agent may agree) prior notice, prepay the whole or any part of a Loan (but, if in part, being an amount that reduces the aggregate amount of the Loans by a minimum amount of $20,000,000 (in the case of Facility A Loans, Facility D1 Loans, Facility D2 Loans, Facility E Loans, Facility H Loans, Facility I, Facility L1 and Facility M), €20,000,000 (in the case of Facility B Loans, Facility F Loans, Facility J and Facility L4), £20,000,000 (in the case of Facility C Loans, Facility G Loans, Facility K and Facility L3) or Mex$450,000,000 (in the case of Facility L2 Loans)).

7.5 **Right of replacement or cancellation and repayment in relation to a single Lender**

(a) If:

(i) any sum payable to any Lender by an Obligor is required to be increased under paragraph (c) of Clause 13.2 *(Tax gross-up*); or

(ii) any Lender claims, or gives notice that it intends to claim, indemnification from the Borrower or an Obligor under Clause 13.3 (*Tax indemnity*) or Clause 14 (*Increased Costs*),

the Borrower may **(provided that**, no Default has occurred and is continuing), while the circumstance giving rise to the requirement for that increase or indemnification continues, give the Agent notice of cancellation of the Commitment(s) of that Lender and its intention to procure the repayment of that Lender's participation in the Utilisations.

(b) On receipt of a notice referred to in paragraph (a) above in relation to a Lender, the Commitment(s) of that Lender shall immediately be reduced to zero.

(c) On the last day of each Interest Period which ends after the Borrower has given notice under paragraph (a) above in relation to a Lender (or, if earlier, the date specified by the Borrower in that notice), each Borrower to which a Utilisation is outstanding shall repay that Lender's participation in that Utilisation together with all interest and other amounts accrued under the Finance Documents (including any amount payable to the Lender under paragraph (c) of Clause 13.2 *(Tax gross-up*)).

(d) The Borrower may, in the circumstances set out in paragraph (a) above, on three Business Days' prior notice to the Agent and that Lender, replace that Lender by requiring that Lender to (and, to the extent permitted by law, that Lender shall) transfer pursuant to Clause 26 (*Changes to the Lenders*) all (and not part only) of its rights and obligations under this Agreement to a Lender or other bank, financial institution, trust, fund or other entity selected by the Borrower which confirms its willingness to assume and does assume all the obligations of the transferring Lender in accordance with Clause 26 (*Changes to the Lenders*) (i) for a purchase price in cash payable at the time of the transfer in an amount equal to the outstanding principal amount of such Lender's participation in the

outstanding Loans and all accrued interest (to the extent that the Agent has not given a notification under Clause 26.9 (*Pro rata interest settlement*)), Break Costs and other amounts payable in relation thereto under the Finance Documents or (ii) for such purchase price as the transferring Lender may in its absolute discretion agree.

(e) The replacement of a Lender pursuant to paragraph (d) above shall be subject to the following conditions:

(i) the Borrower shall have no right to replace the Agent;

(ii) neither the Agent nor any Lender shall have any obligation to find a replacement Lender;

(iii) in no event shall the Lender replaced under paragraph (d) above be required to pay or surrender any of the fees received by such Lender pursuant to the Finance Documents; and

(iv) the Lender shall only be obliged to transfer its rights and obligations pursuant to paragraph (d) above once it is satisfied that it has complied with all necessary "know your customer" or other similar checks under all applicable laws and regulations in relation to that transfer.

(f) A Lender shall perform the checks described in paragraph (e)(iv) above as soon as reasonably practicable following delivery of a notice referred to in paragraph (d) above and shall notify the Agent and the Borrower when it is satisfied that it has complied with those checks.

8. RESTRICTIONS

8.1 Notices of Prepayment

Any notice of prepayment, authorisation or other election given by any Party under Clause 7 (*Illegality, Change of Control and Voluntary Prepayment*) (subject to the terms of that Clause) shall be irrevocable and, unless a contrary indication appears in this Agreement, shall specify the date or dates upon which the relevant cancellation or prepayment is to be made and the amount of that cancellation or prepayment.

8.2 Interest and other amounts

Any prepayment under this Agreement shall be made together with accrued interest on the amount prepaid and, subject to any Break Costs, without premium or penalty.

8.3 Prepayment and cancellation in accordance with Agreement

The Borrower shall not repay or prepay all or any part of the Loans or cancel any Commitments except at the times and in the manner expressly provided for in this Agreement.

8.4 **Reborrowing of Facilities**

(a) The Borrower may not reborrow any part of Facility A, Facility B, Facility C, Facility D1, Facility E, Facility F, Facility G, Facility H, Facility I, Facility J, Facility K, Facility L1, Facility L2, Facility L3 or Facility L4 which is prepaid.

(b) Unless a contrary indication appears in this Agreement, any part of Facility D2 or Facility M which is repaid or prepaid may be reborrowed in accordance with this Agreement.

8.5 **No reinstatement of Commitments**

Subject to Clause 2.2 (*Accordion*), no amount of the Total Commitments cancelled under this Agreement may be subsequently reinstated.

8.6 **Agent's receipt of Notices**

If the Agent receives a notice or election under Clause 7 (*Illegality, Change of Control and Voluntary Prepayment*), it shall promptly forward a copy of that notice or election to either the Borrower or the affected Lender, as appropriate.

8.7 **Effect of Repayment and Prepayment**

(a) If all or part of a Utilisation under Facility A is repaid or prepaid, an amount of the Facility A Commitments (equal to the Base Currency Amount of the Utilisation which is repaid or prepaid) will be deemed to be cancelled on the date of repayment or prepayment.

(b) If all or part of a Utilisation under Facility B is repaid or prepaid, an amount of the Facility B Commitments (equal to the amount in euro of the Utilisation which is repaid or prepaid) will be deemed to be cancelled on the date of repayment or prepayment.

(c) If all or part of a Utilisation under Facility C is repaid or prepaid, an amount of the Facility C Commitments (equal to the amount in sterling of the Utilisation which is repaid or prepaid) will be deemed to be cancelled on the date of repayment or prepayment.

(d) If all or part of a Utilisation under Facility D1 is repaid or prepaid, an amount of the Facility D1 Commitments (equal to the Base Currency Amount of the Utilisation which is repaid or prepaid) will be deemed to be cancelled on the date of repayment or prepayment.

(e) If all or part of a Utilisation under Facility E is repaid or prepaid, an amount of the Facility E Commitments (equal to the Base Currency Amount of the Utilisation which is repaid or prepaid) will be deemed to be cancelled on the date of repayment or prepayment.

(f) If all or part of a Utilisation under Facility F is repaid or prepaid, an amount of the Facility F Commitments (equal to the amount in euro of the Utilisation which is repaid or prepaid) will be deemed to be cancelled on the date of repayment or prepayment.

(g) If all or part of a Utilisation under Facility G is repaid or prepaid, an amount of the Facility G Commitments (equal to the amount in sterling of the Utilisation which is repaid or prepaid) will be deemed to be cancelled on the date of repayment or prepayment.

(h) If all or part of a Utilisation under Facility H is repaid or prepaid, an amount of the Facility H Commitments (equal to the Base Currency Amount of the Utilisation which is repaid or prepaid) will be deemed to be cancelled on the date of repayment or prepayment.

(i) If all or part of a Utilisation under Facility I is repaid or prepaid, an amount of the Facility I Commitments (equal to the Base Currency Amount of the Utilisation which is repaid or prepaid) will be deemed to be cancelled on the date of repayment or prepayment.

(j) If all or part of a Utilisation under Facility J is repaid or prepaid, an amount of the Facility J Commitments (equal to the amount in euro of the Utilisation which is repaid or prepaid) will be deemed to be cancelled on the date of repayment or prepayment.

(k) If all or part of a Utilisation under Facility K is repaid or prepaid, an amount of the Facility K Commitments (equal to the amount in sterling of the Utilisation which is repaid or prepaid) will be deemed to be cancelled on the date of repayment or prepayment.

(l) If all or part of a Utilisation under Facility L1 is repaid or prepaid, an amount of the Facility L1 Commitments (equal to the Base Currency Amount of the Utilisation which is repaid or prepaid) will be deemed to be cancelled on the date of repayment or prepayment.

(m) If all or part of a Utilisation under Facility L2 is repaid or prepaid, an amount of the Facility L2 Commitments (equal to amount in Mexican pesos of the Utilisation which is repaid or prepaid) will be deemed to be cancelled on the date of repayment or prepayment.

(n) If all or part of a Utilisation under Facility L3 is repaid or prepaid, an amount of the Facility L3 Commitments (equal to amount in sterling of the Utilisation which is repaid or prepaid) will be deemed to be cancelled on the date of repayment or prepayment.

(o) If all or part of a Utilisation under Facility L4 is repaid or prepaid, an amount of the Facility L4 Commitments (equal to the amount in euro of the Utilisation which is repaid or prepaid) will be deemed to be cancelled on the date of repayment or prepayment.

(p) Any cancellation under this Clause 8.7 shall, except in the case of a repayment made pursuant to Clause 7.1 (*Illegality*) or Clause 7.5 (*Right of replacement or cancellation and repayment in relation to a single Lender*), reduce the Commitments of the Lenders under the relevant Facility rateably.

8.8 **Application of prepayments and cancellations**

Any prepayment of a Utilisation or cancellation of any Commitments pursuant to Clause 7 (*Illegality, Change of Control and Voluntary Prepayment*) (other than pursuant to Clause 7.1 (*Illegality*), Clause 7.5 (*Right of replacement or cancellation and repayment in relation to a single Lender*)) or paragraph (e) of Clause 21.5 (*Reserve*), shall be applied:

(a) in the case of a prepayment of a Utilisation, *pro rata* to each Lender's participation in that Utilisation;

(b) in the case of a cancellation of any Commitments under a Facility, so that it reduces the Commitments of the Lenders rateably under that Facility;

(c) in any case, as the Borrower may in its discretion determine as between the Total Facility A Commitments, Total Facility B Commitments, Total Facility C Commitments, Total Facility D1 Commitments, Total Facility D2 Commitments, Total Facility E Commitments, Total Facility F Commitments, Total Facility G Commitments, Total Facility H Commitments, Total Facility I Commitments, Total Facility J Commitments, Total Facility K Commitments, Total Facility L1 Commitments, Total Facility L2 Commitments, Total Facility L3 Commitments, Total Facility L4 Commitments, Total Facility M Commitments and commitments under any new facility established pursuant to Clause 2.2 (*Accordion*), but in relation to each Facility *pro rata* between the Lenders' Commitments under that Facility; and

(d) in each case so that any applicable Facility A Repayment Instalments, Facility B Repayment Instalments, Facility C Repayment Instalments, Facility D1 Repayment Instalments, Facility E Repayment Instalments, Facility F Repayment Instalments, Facility G Repayment Instalments, Facility H Repayment Instalments, Facility I Repayment Instalments, Facility J Repayment Instalments, Facility K Repayment Instalments, Facility L1 Repayment Instalments, Facility L2 Repayment Instalments, Facility L3 Repayment Instalments and Facility L4 Repayment Instalments are reduced in the manner contemplated by Clause 6.19 (*Effect of cancellation and prepayment on scheduled repayments*).

SECTION 5
COSTS OF UTILISATION

9. INTEREST

9.1 Calculation and payment of interest

The rate of interest on each Loan for each Interest Period is the percentage rate per annum which is the aggregate of the applicable:

(a) Margin; and

(b) LIBOR or, in relation to any Loan in euro, EURIBOR or, in relation to any Loan in Mexican pesos, TIIE.

9.2 Payment of interest

(a) The Borrower shall pay accrued interest on that Loan on the last day of each Interest Period (and, if the Interest Period is longer than six Months, on the dates falling at six Monthly intervals after the first day of the Interest Period).

(b) If the Compliance Certificate received by the Agent which relates to the Borrower's annual consolidated financial statements delivered pursuant to Clause 20.1 (*Financial statements*) or the KPI Certificate provided by the Borrower as required pursuant to Schedule 17 (*Sustainability-Linked Loans – KPIs*) shows that:

(i) a higher Margin should have applied to an Interest Period at any point during the period since the Compliance Certificate or KPI Certificate (as the case may be) was received by the Agent which related to the Borrower's previous set of annual consolidated financial statements (in the case of the Compliance Certificate) or Integrated Report (in the case of the KPI Certificate), then the Borrower shall promptly pay to the Agent any amounts necessary to put the Agent and the Lenders in the position they would have been in had the appropriate rate of the Margin applied during such period; or

(ii) a lower Margin should have applied to an Interest Period at any point during the period since the Compliance Certificate or KPI Certificate (as the case may be) was received by the Agent which related to the Borrower's previous set of annual consolidated financial statements (in the case of the Compliance Certificate) or Integrated Report (in the case of the KPI Certificate), then the amount of interest due in relation to a Loan on the next interest payment date of that specific Loan shall be reduced by the amount necessary to put the Borrower in the position they would have been in had the appropriate rate of Margin applied during such period,

provided that (i) any such increase or reduction shall only apply to the extent that any Lender which received the underpayment or overpayment of interest remains a Lender at the date of such adjustment and no claim shall be made against the Borrower to the extent that any Lender has not remained a Lender under this Agreement and (ii) any amounts calculated under paragraphs (i) and (ii) above shall be netted.

9.3 **Default interest**

(a) If an Obligor fails to pay any amount payable by it under a Finance Document on its due date, interest shall accrue on the overdue amount from the due date up to the date of actual payment (both before and after judgment) at a rate which, subject to paragraph (b) below, is 2.00 per cent. higher than the rate which would have been payable if the overdue amount had, during the period of non-payment, constituted a Loan or other amount outstanding in the currency of the overdue amount under the relevant Facility for successive Interest Periods, each of a duration selected by the Agent (acting reasonably). Any interest accruing under this Clause 9.3 shall be immediately payable by the Obligor on demand by the Agent.

(b) If any overdue amount consists of all or part of a Loan or other amount outstanding which became due on a day which was not the last day of an Interest Period relating to that Loan or other amount outstanding:

(i) the first Interest Period for that overdue amount shall have a duration equal to the unexpired portion of the current Interest Period relating to that Loan or other amount outstanding; and

(ii) the rate of interest applying to the overdue amount during that first Interest Period shall be 2.00 per cent. higher than the rate which would have applied if the overdue amount had not become due.

(c) Default interest (if unpaid) arising on an overdue amount will be compounded with the overdue amount at the end of each Interest Period applicable to that overdue amount but will remain immediately due and payable.

9.4 **Notification of rates of interest**

The Agent shall promptly notify the Lenders and the Borrower of the determination of a rate of interest under this Agreement.

10. **INTEREST PERIODS**

10.1 **Selection of Interest Periods**

(a) The Borrower may select an Interest Period for a Loan in the Utilisation Request for that Loan or (in relation to a Term Loan that has already been borrowed) in a Selection Notice.

(b) Each Selection Notice for a Term Loan is irrevocable and must be delivered to the Agent by the Borrower not later than the Specified Time.

(c) If the Borrower fails to deliver a Selection Notice to the Agent in accordance with paragraph (b) above, the relevant Interest Period will be one Month.

(d) Subject to this Clause 10, the Borrower may select an Interest Period of one, three or six Months or any other period agreed between the Borrower and the Agent (acting on the instructions of all the Lenders in relation to the relevant Loan and **provided that** no period shall be longer than six Months). In addition the Borrower may select an Interest Period of:

(i) (in relation to Facility A) a period of less than one Month, if necessary to ensure that there are Facility A Loans (with an aggregate Base Currency Amount equal to or greater than the Facility A Repayment Instalment) which have an Interest Period ending on a Facility A Repayment Date for the Borrower to make the Facility A Repayment Instalment due on that date;

(ii) (in relation to Facility B) a period of less than one Month, if necessary to ensure that there are Facility B Loans (with an aggregate amount in euro equal to or greater than the Facility B Repayment Instalment) which have an Interest Period ending on a Facility B Repayment Date for the Borrower to make the Facility B Repayment Instalment due on that date;

(iii) (in relation to Facility C) a period of less than one Month, if necessary to ensure that there are Facility C Loans (with an aggregate amount in sterling equal to or greater than the Facility C Repayment Instalment) which have an Interest Period ending on a Facility C Repayment Date for the Borrower to make the Facility C Repayment Instalment due on that date;

(iv) (in relation to Facility D1) a period of less than one Month, if necessary to ensure that there are Facility D1 Loans (with an aggregate Base Currency Amount equal to or greater than the Facility D1 Repayment Instalment) which have an Interest Period ending on a Facility D1 Repayment Date for the Borrower to make the Facility D1 Repayment Instalment due on that date;

(v) (in relation to Facility E) a period of less than one Month, if necessary to ensure that there are Facility E Loans (with an aggregate Base Currency Amount equal to or greater than the Facility E Repayment Instalment) which have an Interest Period ending on a Facility E Repayment Date for the Borrower to make the Facility E Repayment Instalment due on that date;

(vi) (in relation to Facility F) a period of less than one Month, if necessary to ensure that there are Facility F Loans (with an aggregate amount in euro equal to or greater than the Facility F Repayment Instalment) which have an Interest Period ending on a Facility F Repayment Date for the Borrower to make the Facility F Repayment Instalment due on that date;

(vii) (in relation to Facility G) a period of less than one Month, if necessary to ensure that there are Facility G Loans (with an aggregate amount in sterling equal to or greater than the Facility G Repayment Instalment) which have an Interest Period ending on a Facility G Repayment Date for the Borrower to make the Facility G Repayment Instalment due on that date;

(viii) (in relation to Facility H) a period of less than one Month, if necessary to ensure that there are Facility H Loans (with an aggregate Base Currency Amount equal to or greater than the Facility H Repayment Instalment) which have an Interest Period ending on a Facility H Repayment Date for the Borrower to make the Facility H Repayment Instalment due on that date;

(ix) (in relation to Facility I) a period of less than one Month, if necessary to ensure that there are Facility I Loans (with an aggregate Base Currency Amount equal to or greater than the Facility I Repayment Instalment) which have an Interest Period ending on a Facility I Repayment Date for the Borrower to make the Facility I Repayment Instalment due on that date;

(x) (in relation to Facility J) a period of less than one Month, if necessary to ensure that there are Facility J Loans (with an aggregate amount in euro equal to or greater than the Facility J Repayment Instalment) which have an Interest Period ending on a Facility J Repayment Date for the Borrower to make the Facility J Repayment Instalment due on that date;

(xi) (in relation to Facility K) a period of less than one Month, if necessary to ensure that there are Facility K Loans (with an aggregate amount in sterling equal to or greater than the Facility K Repayment Instalment) which have an Interest Period ending on a Facility K Repayment Date for the Borrower to make the Facility K Repayment Instalment due on that date;

(xii) (in relation to Facility L1) a period of less than one Month, if necessary to ensure that there are Facility L1 Loans (with an aggregate Base Currency Amount equal to or greater than the Facility L1 Repayment Instalment) which have an Interest Period ending on the Facility L1 Repayment Date for the Borrower to make the Facility L1 Repayment Instalment due on that date;

(xiii) (in relation to Facility L2) a period of less than one Month, if necessary to ensure that there are Facility L2 Loans (with an aggregate amount in Mexican pesos equal to or greater than the Facility L2 Repayment Instalment) which have an Interest Period ending on a Facility L2 Repayment Date for the Borrower to make the Facility L2 Repayment Instalment due on that date;

(xiv) (in relation to Facility L3) a period of less than one Month, if necessary to ensure that there are Facility L3 Loans (with an aggregate amount in sterling equal to or greater than the Facility L3 Repayment Instalment) which have an Interest Period ending on the Facility L3 Repayment Date for the Borrower to make the Facility L3 Repayment Instalment due on that date; and

(xv) (in relation to Facility L4) a period of less than one Month, if necessary to ensure that there are Facility L4 Loans (with an aggregate amount in euro equal to or greater than the Facility L4 Repayment Instalment) which have an Interest Period ending on the Facility L4 Repayment Date for the Borrower to make the Facility L4 Repayment Instalment due on that date.

(e) Following an increase in the Commitments pursuant to Clause 2.2 (*Accordion*), in relation to a Loan in respect of the increased Commitments, the first Interest Period following such increase shall end on the same date as an Interest Period for an outstanding Loan under the same Facility.

(f) An Interest Period for a Loan shall not extend beyond the Termination Date for the relevant Facility.

(g) Each Interest Period for a Loan shall start on the Utilisation Date or (if already made) on the last day of its preceding Interest Period.

(h) If:

(i) the 2019 Amendment Effective Date occurs on a date that is the last day of the then applicable Interest Period in respect of the Facility A Loans, Facility B Loans, Facility C Loans and/or Facility D1 Loans exchanged and discharged on such date, the first Interest Period in relation to Facility E Loan(s), Facility F Loan(s), Facility G Loan(s) and Facility H Loan(s) the subject of the first Utilisation of Facility E, Facility F, Facility G and Facility H, respectively, shall be the same as the Interest Period selected for the relevant Facility A Loans, Facility B Loans, Facility C Loans and/or Facility D1 Loans which are being exchanged and discharged on such date; and

(ii) the 2019 Amendment Effective Date does not occur on a date that is the last day of the then applicable Interest Period in respect of the Facility A Loans, Facility B Loans, Facility C Loans and/or Facility D1 Loans exchanged and discharged on such date, the first Interest Period in relation to Facility E Loan(s), Facility F Loan(s), Facility G Loan(s) and Facility H Loan(s) the subject of the first Utilisation of Facility E, Facility F, Facility G and Facility H, respectively, shall be deemed to be the remainder of the Interest Period applicable immediately prior to the 2019 Amendment Effective Date in relation to the Facility A Loans, Facility B Loans, Facility C Loans and/or Facility D1 Loans being exchanged and discharged on the 2019 Amendment Effective Date.

(i) If:

(i) the 2020 Further Amendment Effective Date occurs on a date that is the last day of the then applicable Interest Period in respect of the Facility A Loans, Facility B Loans, Facility C Loans, Facility D1 Loans, Facility E Loans, Facility F Loans, Facility G Loans and/or Facility H Loans exchanged and discharged on such date, the first Interest Period in relation to Facility I Loan(s), Facility J Loan(s), Facility K Loan(s),

Facility L1 Loan(s), Facility L3 Loans and Facility L4 Loan(s) the subject of the first Utilisation of Facility I, Facility J, Facility K, Facility L1, Facility L3 and Facility L4 respectively, shall be the same as the Interest Period selected for the relevant Facility A Loans, Facility B Loans, Facility C Loans, Facility D1 Loans, Facility E Loans, Facility F Loans, Facility G Loans and/or Facility H Loans which are being exchanged and discharged on such date; and

(ii) the 2020 Further Amendment Effective Date does not occur on a date that is the last day of the then applicable Interest Period in respect of the Facility A Loans, Facility B Loans, Facility C Loans, Facility D1 Loans, Facility E Loans, Facility F Loans, Facility G Loans and/or Facility H Loans exchanged and discharged on such date, the first Interest Period in relation to Facility I Loan(s), Facility J Loan(s), Facility K Loan(s), Facility L1 Loan(s), Facility L3 Loan(s) and Facility L4 Loan(s) the subject of the first Utilisation of Facility I, Facility J, Facility K, Facility L1, Facility L3 and Facility L4, respectively, shall be deemed to be the remainder of the Interest Period applicable immediately prior to the 2020 Further Amendment Effective Date in relation to the Facility A Loans, Facility B Loans, Facility C Loans, Facility D1 Loans, Facility E Loans, Facility F Loans, Facility G Loans and/or Facility H Loans being exchanged and discharged on the 2020 Further Amendment Effective Date.

10.2 **Non-Business Days**

If an Interest Period would otherwise end on a day which is not a Business Day, that Interest Period will instead end on the next Business Day in that calendar month (if there is one) or the preceding Business Day (if there is not).

10.3 **Consolidation of Term Loans**

If two or more Interest Periods:

(a) relate to Term Loans under the same Facility and in the same currency; and

(b) end on the same date,

those Term Loans will, unless the Borrower specifies to the contrary in the Selection Notice for the next Interest Period, be consolidated into, and treated as, a single Term Loan under the relevant Facility on the last day of the Interest Period.

11. **CHANGES TO THE CALCULATION OF INTEREST**

11.1 **Absence of quotations**

(a) Subject to Clause 11.2 (*Market disruption*) if LIBOR or EURIBOR is to be determined by reference to the Reference Banks but a Reference Bank does not supply a quotation by the Specified Time on the Quotation Day, the applicable LIBOR or EURIBOR shall be determined on the basis of the quotations of the remaining Reference Banks.

(b) Subject to Clause 11.2 (*Market disruption*) if the Alternate Peso Rate is to be determined by reference to the Reference Peso Banks pursuant to sub-paragraph (ii) of the second paragraph of the definition of Alternate Peso Rate, but a Reference Peso Bank does not supply a quotation by the Specified Time on the Quotation Day, the applicable Alternate Peso Rate shall be determined on the basis of the quotations of the remaining Reference Peso Banks.

11.2 **Market disruption**

(a) If a Market Disruption Event occurs in relation to a Loan for any Interest Period, then the rate of interest on each Lender's participation in that Loan for the Interest Period shall be the percentage rate per annum which is the sum of:

(i) the Margin; and

(ii) the rate notified to the Agent by that Lender as soon as practicable and in any event by close of business on the date falling five Business Days after the Quotation Day (or, if earlier, on the date falling five Business Days prior to the date on which interest is due to be paid in respect of that Interest Period), to be that which expresses as a percentage rate per annum the cost to that Lender of funding its participation in that Loan from whatever source it may reasonably select.

(b) If:

(i) the percentage rate per annum notified by a Lender pursuant to paragraph (a)(ii) above is less than LIBOR or, in relation to any Loan in euro, EURIBOR or, in relation to any Loan in Mexican pesos, TIIE; or

(ii) a Lender has not notified the Agent of a percentage rate per annum pursuant to paragraph (a)(ii) above,

the cost to that Lender of funding its participation in that Loan for that Interest Period shall be deemed, for the purposes of paragraph (a) above, to be LIBOR or, in relation to any Loan in euro, EURIBOR or, in relation to any Loan in Mexican pesos, TIIE.

(c) In this Agreement:

"**Market Disruption Event**" means:

(i) at or about noon on the Quotation Day for the relevant Interest Period the Screen Rate is not available (or, where applicable, it is not possible to calculate the Interpolated Screen Rate or, in the case of the Alternate Peso Rate, the Alternate Peso Rate is to be determined pursuant to sub-paragraph (ii) of the second paragraph of the definition of Alternate Peso Rate) and (x) none or only one of the Reference Banks supplies a rate to the Agent to determine LIBOR for dollars or sterling or EURIBOR for euro and the relevant Interest Period or (y) none or only one of the Reference Peso Banks supplies a rate to the Agent to determine TIIE for Mexican pesos and the relevant Interest Period; or

(ii) before close of business in London on the Quotation Day for the relevant Interest Period, the Agent receives notifications from a Lender or Lenders (whose participations in a Loan exceed 35 per cent. of that Loan) that the cost to it of funding its participation in that Loan from whatever source it may reasonably select would be in excess of LIBOR or, as applicable, EURIBOR or, as applicable, TIIE.

11.3 **Alternative basis of interest or funding**

(a) If a Market Disruption Event occurs and the Agent or the Borrower so requires, the Agent and the Borrower shall enter into negotiations (for a period of not more than 30 days) with a view to agreeing a substitute basis for determining the rate of interest.

(b) Any alternative basis agreed pursuant to paragraph (a) above shall, with the prior consent of all the Lenders and the Borrower, be binding on all Parties.

11.4 **Break Costs**

(a) Subject to paragraph (c) below, the Borrower shall, within three Business Days of demand by a Lender, pay to that Lender its Break Costs attributable to all or any part of a Loan or Unpaid Sum being paid by that Borrower on a day other than the last day of an Interest Period for that Loan or Unpaid Sum.

(b) Each Lender to whom paragraph (a) above applies shall, as soon as reasonably practicable after a demand by the Agent, provide a certificate confirming the amount of its Break Costs for any Interest Period in which they accrue.

(c) No Break Costs will be payable by the Borrower to a Lender as a result of:

(i) the prepayment of the Repayment Instalments due 48 Months after the date of this Agreement in accordance with Clause 6 (*Repayment*);

(ii) the repayment of Facility L1 with amounts drawn under Facility L2 and the Delayed Effectiveness and Draw Commitments drawn down under Facility J;

(iii) the repayment of Facility L3 with the Delayed Effectiveness and Draw Commitments drawn under Facility K; and

(iv) the repayment of Facility L4 with the Delayed Effectiveness and Draw Commitments drawn under Facility J.

12. **FEES**

12.1 **Commitment fee**

(a) Subject to paragraphs (c) and (d) below, the Borrower shall pay to the Agent (for the account of each Lender) a fee in the relevant currency for each Facility computed at a rate equal to, at any time, 35 per cent. of the then applicable Margin per annum on that Lender’s Available Commitment under a Facility for the Availability Period applicable to that Facility.

(b) The accrued commitment fee is calculated on a daily basis and payable on the last day of each successive period of three Months beginning on the date falling five Business Days after the date of this Agreement or (in the case of a Commitment assumed by a Lender in accordance with Clause 2.2 (*Accordion*)), the date falling five Business Days after the relevant Increase Date and which ends during the relevant Availability Period, on the last day of the Availability Period and, if cancelled in full, on the cancelled amount of the relevant Lender's Commitment at the time the cancellation is effective.

(c) No commitment fee is payable to the Agent (for the account of a Lender) on any Available Commitment of that Lender for any day on which that Lender is a Defaulting Lender.

(d) No commitment fee is payable to the Agent (for the account of a Lender) on:

(i) any Available Commitment of that Lender under Facility L2; or

(ii) any Delayed Effectiveness and Draw Commitment under Facility J and Facility K.

12.2 **Arrangement fee**

The Borrower shall pay to the Agent (for the account of each Arranger) an arrangement fee in the amount and at the times agreed in a Fee Letter.

12.3 **Upfront fee**

The Borrower shall pay to the Agent (for the account of each Original Lender) an upfront fee in the amount and at the times agreed in a Fee Letter.

12.4 **Agency fee**

The Borrower shall pay to the Agent (for its own account) an agency fee in the amount and at the times agreed in a Fee Letter.

12.5 **Security Agent fee**

The Borrower shall pay to the Security Agent (for its own account) the Security Agent fee in the amount and at the times agreed in a Fee Letter.

13. TAX GROSS-UP AND INDEMNITIES

13.1 Definitions

In this Agreement:

"**Export Credit Agency**" means an official non Mexican financial institution for the promotion of exports.

"**Qualifying Lender**" means:

(a) any *institución de banca múltiple* established under the laws of Mexico and authorised to engage in the business of banking in Mexico by any of the Ministry of Finance and Public Credit (*Secretaría de Hacienda y Crédito Público*) or the National Banking and Securities Commission (*Comisión Nacional Bancaria y de Valores*);

(b) an Export Credit Agency; or

(c) a Treaty Lender

"**Treaty Lender**" means any person (or its main office is, if lending through a branch or agency), of any nature, that:

(a) qualifies as a resident, for tax purposes, of any jurisdiction with which Mexico has entered into a treaty for the avoidance of double taxation, which is in effect; and

(b) has provided to the Borrower, as soon as reasonably practical after the Borrower's written request, the documentation set forth in Sections 3.18.18. or 3.18.19 as applicable, of the Mexican *Resolución Miscelánea Fiscal* for 2020 (or any successor or substitute provisions thereof), as well as a tax residence certificate of such person.

"**Tax Credit**" means a credit against, relief or remission for, or repayment of, any Tax.

"**Tax Deduction**" means a deduction or withholding for or on account of Tax from a payment under a Finance Document, other than a FATCA Deduction.

"**Tax Payment**" means either the increase in a payment made by an Obligor to a Finance Party under Clause 13.2 (*Tax gross-up*) or a payment, arising from such increase, under Clause 13.3 (*Tax indemnity*).

Unless a contrary indication appears, in this Clause 13 a reference to "**determines**" or "**determined**" means a determination made in the absolute discretion of the person making the determination.

13.2 **Tax gross-up**

(a) Each Obligor shall make all payments to be made by it without any Tax Deduction, unless a Tax Deduction is required by law.

(b) The Borrower shall promptly upon becoming aware that an Obligor must make a Tax Deduction (or that there is any change in the rate or the basis of a Tax Deduction, if a Tax Deduction was applicable on the date of this Agreement or would have been notified to the Agent following the date of this Agreement as contemplated by this Clause 13.2) under the Finance Documents notify the Agent accordingly. Similarly, a Finance Party or a New Lender shall notify the Agent on becoming so aware in respect of a Tax Deduction being applicable, other than Tax Deductions being applicable on the date of this Agreement or on the date of an assignment to a New Lender in accordance with this Agreement. If the Agent receives such notification from a Finance Party it shall notify the Borrower and that Obligor.

(c) Subject to paragraph (d), if a Tax Deduction is required by law to be made by an Obligor under the Finance Documents, the amount of the payment due from that Obligor shall be increased to an amount which (after making any Tax Deduction) leaves an amount equal to the payment which would have been due if no Tax Deduction had been required and will provide to the Agent, upon request, evidence of the payment of the applicable Taxes.

(d) A payment shall not be increased under paragraph (c) above by reason of a Tax Deduction on account of Tax imposed by Mexico if, on the date on which the payment falls due, the payment could have been made to the relevant Finance Party without a Tax Deduction, or subject to a Tax Deduction at a reduced rate, if the Finance Party had been a Qualifying Lender, but on that date that Finance Party is not or has ceased to be a Qualifying Lender, other than as a result of any change after the date it became a Finance Party under this Agreement in (or in the interpretation, administration, or application of) any law, regulation or treaty, or any published practice of any relevant taxing authority or for any other reason not attributable to the applicable Lender **provided that**:

(i) in respect of a Lender which is an assignee or transferee of an Original Lender, payments under paragraph (c) above shall not exceed the amounts payable under such paragraph (c) to that Original Lender immediately prior to the relevant assignment or transfer; and

(ii) in respect of a Lender that satisfies the definition of Treaty Lender, the maximum percentage in respect of which amounts under paragraph (c) shall be paid is 4.9 per cent. (or any other substitute percentage specified as a result of a change in applicable law) (as may be increased to permit payment in full after paragraph (c) has been applied).

(e) If an Obligor is required to make a Tax Deduction, that Obligor shall make that Tax Deduction and any payment required in connection with that Tax Deduction within the time allowed and in the minimum amount required by law.

(f) Within 30 days of making either a Tax Deduction or any payment required in connection with that Tax Deduction, the Obligor making that Tax Deduction shall deliver to the Agent for the Finance Party entitled to the payment an original receipt (or certified copy thereof) or if unavailable such other evidence as is reasonably satisfactory to that Finance Party that the Tax Deduction has been made or (as applicable) any appropriate payment paid to the relevant taxing authority.

13.3 **Tax indemnity**

(a) The Borrower shall (within three Business Days of demand by the Agent) pay to a Protected Party an amount equal to the loss, liability or cost which that Protected Party determines will be or has been (directly or indirectly) suffered for or on account of Tax by that Protected Party in respect of a Finance Document.

(b) Paragraph (a) above shall not apply:

(i) with respect to any Tax assessed on a Finance Party:

(A) under the law of the jurisdiction in which that Finance Party is incorporated or, if different, the jurisdiction (or jurisdictions) in which that Finance Party is treated as resident for tax purposes; or

(B) under the law of the jurisdiction in which that Finance Party's Facility Office is located in respect of amounts received or receivable in that jurisdiction,

if that Tax is imposed on or calculated by reference to the net income received or receivable (but not any sum deemed to be received or receivable) by that Finance Party; or

(ii) to the extent a loss, liability or cost:

(A) is compensated for by an increased payment under Clause 13.2 (*Tax gross-up*);

(B) would have been compensated for by an increased payment under Clause 13.2 (*Tax gross-up*) but was not so compensated solely because the exclusion in paragraph (d) of Clause 13.2 (*Tax gross-up*) applied; or

(C) relates to a FATCA Deduction required to be made by a Party.

(c) A Protected Party making, or intending to make, a claim under paragraph (a) above shall promptly notify the Agent of the event which will give, or has given, rise to the claim, following which the Agent shall notify the Borrower.

(d) A Protected Party shall, on receiving a payment from an Obligor under this Clause 13.3, notify the Agent.

13.4 **Tax Credit**

If an Obligor makes a Tax Payment and the relevant Finance Party determines that:

(a) a Tax Credit is attributable either to an increased payment of which that Tax Payment forms part or to that Tax Payment; and

(b) that Finance Party has obtained, utilised and retained that Tax Credit,

the Finance Party shall pay an amount to the Obligor which that Finance Party determines will leave it (after that payment) in the same after-Tax position as it would have been in had the Tax Payment not been required to be made by the Obligor.

13.5 **Lender Status Confirmation**

(a) Each Original Lender confirms that it is a Qualifying Lender.

(b) Each Lender (other than an Original Lender) which becomes a Party to this Agreement after the date of this Agreement shall indicate, in the Transfer Certificate, Assignment Agreement or Accordion Confirmation which it executes on becoming a Party, and for the benefit of the Agent and without liability to any Obligor, which of the following categories it falls in:

(i) a Qualifying Lender (other than a Treaty Lender);

(ii) a Treaty Lender; or

(iii) not a Qualifying Lender.

(c) If a New Lender fails to indicate its status in accordance with this Clause 13.5 then such New Lender shall be treated for the purposes of this Agreement (including by each Obligor) as if it is not a Qualifying Lender until such time as it notifies the Agent which category applies (and the Agent, upon receipt of such notification, shall inform the Borrower). For the avoidance of doubt, a Transfer Certificate, Assignment Agreement or Accordion Confirmation shall not be invalidated by any failure of a Finance Party to comply with this Clause 13.5.

13.6 **FATCA Deduction**

(a) Each Party may make any FATCA Deduction it is required to make by FATCA, and any payment required in connection with that FATCA Deduction, and no Party shall be required to increase any payment in respect of which it makes such a FATCA Deduction or otherwise compensate the recipient of the payment for that FATCA Deduction.

(b) Each Party shall promptly, upon becoming aware that it must make a FATCA Deduction (or that there is any change in the rate or the basis of such FATCA Deduction), notify the Party to whom it is making the payment and, in addition, shall notify the Borrower and the Agent and the Agent shall notify the other Finance Parties.

13.7 **Stamp taxes**

The Borrower shall pay and, within five Business Days of demand, indemnify each Secured Party against any cost, loss or liability that Secured Party incurs in relation to all stamp duty, registration and other similar Taxes payable in respect of any Finance Document.

13.8 **Value added tax**

(a) All consideration expressed to be payable under a Finance Document by any Party to a Finance Party shall be deemed to be exclusive of any VAT. If VAT is chargeable on any supply made by any Finance Party to any party in connection with a Finance Document, that Party shall pay to the Finance Party (in addition to and at the same time as paying the consideration) an amount equal to the amount of the VAT and such Finance Party shall promptly provide an appropriate VAT invoice to such Party.

(b) Where a Finance Document requires any Party to reimburse a Finance Party for any costs or expenses, that Party shall also at the same time pay and indemnify that Finance Party against all VAT incurred by the Finance Party in respect of the costs or expenses to the extent that the Finance party reasonably determines that it is not entitled to credit or repayment of the VAT.

13.9 **No double-recovery**

No Finance Party may recover more than once under the Finance Documents for any cost, loss or liability in respect of which it has a claim under this Clause 13, Clause 14 (*Increased Costs*) or Clause 15 (*Other Indemnities*).

13.10 **French Obligors**

All payments to be made under this Agreement by an Obligor resident or established in France shall be made to an account opened in a financial institution situated in a State or territory other than a non-cooperative State or territory (*Etat ou territoire non coopératif*) within the meaning of Article 238-0 A of the French tax code (*code général des impôts*).

14. **INCREASED COSTS**

14.1 **Increased costs**

(a) Subject to Clause 14.3 (*Exceptions*) the Borrower shall, within three Business Days of a demand by the Agent, pay for the account of a Finance Party the amount of any Increased Costs incurred by that Finance Party or any of its Affiliates as a result of:

(i) the introduction of or any change in (or in the interpretation, administration or application of) any law or regulation after the date of this Agreement; or

(ii) compliance with any law or regulation made after the date of this Agreement; or

(iii) the implementation or application of, or compliance with, (A) the Dodd-Frank Wall Street Reform and Consumer Protection Act (Public Law 111-203 (signed into law July 21, 2010)) and all requests, rules, guidelines or directives thereunder or issued in connection therewith or (B) Basel III or CRD IV or any law or regulation that implements or applies Basel III or CRD IV.

(b) In this Agreement:

(i) "**Increased Costs**" means:

(A) a reduction in the rate of return from a Facility or on a Finance Party's (or its Affiliate's) overall capital;

(B) an additional or increased cost; or

(C) a reduction of any amount due and payable under any Finance Document,

which is incurred or suffered by a Finance Party or any of its Affiliates to the extent that it is attributable to that Finance Party having entered into its Commitment or funding or performing its obligations under any Finance Document; and

(ii) "**Basel III**" means:

(A) the agreements on capital requirements, a leverage ratio and liquidity standards contained in "Basel III: A global regulatory framework for more resilient banks and banking systems", "Basel III: International framework for liquidity risk measurement, standards and monitoring" and "Guidance for national authorities operating the countercyclical capital buffer" published by the Basel Committee on Banking Supervision in December 2010, each as amended, supplemented or restated;

(B) the rules for global systemically important banks contained in "Global systemically important banks: assessment methodology and the additional loss absorbency requirement – Rules text" published by the Basel Committee on Banking Supervision in November 2011, as amended, supplemented or restated; and

(C) any further guidance or standards published by the Basel Committee on Banking Supervision relating to "Basel III".

(iii) "**CRD IV**" means:

(A) Regulation (EU) No 575/2013 of the European Parliament and of the Council of 26 June 2013 on prudential requirements for credit institutions and investment firms; and

(B) Directive 2013/36/EU of the European Parliament and of the Council of 26 June 2013 on access to the activity of credit institutions and the prudential supervision of credit institutions and investment firms, amending Directive 2002/87/EC and repealing Directives 2006/48/EC and 2006/49/EC.

14.2 **Increased cost claims**

(a) A Finance Party intending to make a claim pursuant to Clause 14.1 (*Increased costs*) shall notify the Agent of the event giving rise to the claim, following which the Agent shall promptly notify the Borrower.

(b) Each Finance Party shall, as soon as practicable after a demand by the Agent, provide a certificate confirming the amount of its Increased Costs and setting out the calculation of the amount in reasonable detail.

14.3 **Exceptions**

(a) Clause 14.1 (*Increased costs*) does not apply to the extent any Increased Cost is:

(i) attributable to a Tax Deduction required by law to be made by an Obligor;

(ii) attributable to a FATCA Deduction required to be made by a Party;

(iii) compensated for by Clause 13.3 (*Tax indemnity*) (or would have been compensated for under Clause 13.3 (*Tax indemnity*) but was not so compensated solely because the exclusion in paragraph (b) of Clause 13.3 (*Tax indemnity*) applied);

(iv) attributable to the wilful breach by the relevant Finance Party or its Affiliates of any law or regulation; or

(v) attributable to the implementation of or compliance with the "International Convergence of Capital Measurements and Capital Standards - a Revised Framework" published by the Basel Committee on Banking Supervision in June 2004 in the form existing on the date of this Agreement ("**Basel II**") or any other law or regulation that implements Basel II (whether such implementation or compliance is by a government, governmental regulator, Finance Party or an Affiliate thereof) but, for the avoidance of doubt and without prejudice to Clause 14.1 (*Increased costs*), so that this exception does not apply to costs attributable to the implementation or application or compliance with Basel III or CRD IV or any law or regulation that implements or applies Basel III (including CRD IV) **provided that** the relevant Finance Party claiming for any Increased Cost relating to the implementation or application of or compliance with (i) Basel III (each, a "**Basel III Cost**") and (ii) CRD IV (each a "**CRD IV Cost**") and the Borrower shall negotiate in good faith for a period not exceeding 30 days following receipt by the Borrower of notice from the Agent of a claim from such Finance Party to pay such Basel III Cost and CRD IV Cost (the "**Negotiation Period**"), with a view to identifying and agreeing the

amount of such Basel III Cost and CRD IV Cost to be paid by the Borrower. If such mutually satisfactory arrangements are agreed within such Negotiation Period, these arrangements will be binding on the Borrower and the relevant Finance Party. If no such mutually satisfactory arrangements are agreed by the expiry of the Negotiation Period, then the Borrower shall within 15 days from the expiry of the Negotiation Period, pay the amount of such Basel III Costs and CRD IV Costs (whether or not such amount has been agreed), it being acknowledged that such payment obligation is without prejudice to the Borrower's right to replace or repay and cancel that Finance Party's participation in the Utilisations in accordance with Clause 7.5 (*Right of replacement or cancellation and repayment in relation to a single Lender*).

(b) In this Clause 14.3 reference to a "**Tax Deduction**" has the same meaning given to the term in Clause 13.1 (*Definitions*).

15. OTHER INDEMNITIES

15.1 Currency indemnity

(a) If any sum due from an Obligor under the Finance Documents (a "**Sum**"), or any order, judgment or award given or made in relation to a Sum, has to be converted from the currency (the "**First Currency**") in which that Sum is payable into another currency (the "**Second Currency**") for the purpose of:

(i) making or filing a claim or proof against that Obligor; or

(ii) obtaining or enforcing an order, judgment or award in relation to any litigation or arbitration proceedings,

that Obligor shall as an independent obligation, within three Business Days of demand, indemnify each Secured Party to whom that Sum is due against any cost, loss or liability arising out of or as a result of the conversion including any discrepancy between (A) the rate of exchange used to convert that Sum from the First Currency into the Second Currency and (B) the rate or rates of exchange available to that person at the time of its receipt of that Sum.

(b) Each Obligor waives any right it may have in any jurisdiction to pay any amount under the Finance Documents in a currency or currency unit other than that in which it is expressed to be payable.

15.2 Other indemnities

(a) The Borrower shall (or shall procure that an Obligor will), within three Business Days of demand, indemnify each Secured Party against any cost, loss or liability incurred by it as a result of:

(i) the occurrence of any Event of Default;

(ii) a failure by an Obligor to pay any amount due under a Finance Document on its due date, including without limitation, any cost, loss or liability arising as a result of Clause 31 (*Sharing among the Finance Parties*);

(iii) funding, or making arrangements to fund, its participation in a Utilisation but not made by reason of the operation of any one or more of the provisions of the Finance Documents (other than by reason of default or negligence by that Finance Party alone); or

(iv) a Utilisation (or part thereof) not being prepaid in accordance with a notice of prepayment given by the Borrower.

(b) The Borrower will indemnify and hold harmless each Finance Party and its Affiliates and each of their and their Affiliates' respective directors, officers, employees, agents, advisers and representatives (each being an "**Indemnified Person**") from and against any and all claims, damages, losses, liabilities, costs, legal expenses and other expenses (all together "**Losses**") which have been incurred by or awarded against any Indemnified Person, in each case arising out of or in connection with any claim, investigation, litigation or proceeding (or the preparation of any defence with respect thereto) commenced or threatened by any person other than itself, its respective directors, officers, employees, agents, advisers or representatives in relation to any of the Finance Documents (or in connection with the execution and/or notarisation of any Finance Document) except to the extent such Losses or claims result from such Indemnified Person's negligence or misconduct or a breach of any term of any Finance Document by that Indemnified Person. Any third party referred to in this paragraph (b) may rely on this Clause 15.2.

15.3 **Indemnity to the Agent**

The Borrower shall promptly indemnify the Agent against any cost, loss or liability incurred by the Agent (acting reasonably) as a result of:

(a) investigating any event which it reasonably believes is a Default; or

(b) acting or relying on any notice, request or instruction which it reasonably believes to be genuine, correct and appropriately authorised.

16. **MITIGATION BY THE FINANCE PARTIES**

16.1 **Mitigation**

(a) Each Finance Party shall, in consultation with the Borrower, take all reasonable steps to mitigate any circumstances which arise and which would result in any amount becoming payable under or pursuant to, or cancelled pursuant to, any of Clause 7.1 (*Illegality*), Clause 13 (*Tax Gross-Up and Indemnities*), Clause 14 (*Increased Costs*) or Clause 15 (*Other Indemnities*) including (but not limited to) transferring its rights and obligations under the Finance Documents to another Affiliate or Facility Office.

(b) Paragraph (a) above does not in any way limit the obligations of any Obligor under the Finance Documents.

16.2 **Limitation of liability**

(a) The Borrower shall promptly indemnify each Finance Party for all costs and expenses reasonably incurred by that Finance Party as a result of steps taken by it under Clause 16.1 (*Mitigation*) after consultation with the Borrower.

(b) A Finance Party is not obliged to take any steps under Clause 16.1 (*Mitigation*) if, in the opinion of that Finance Party (acting reasonably), to do so might be prejudicial to it.

17. COSTS AND EXPENSES

17.1 **Transaction expenses**

The Borrower shall promptly on demand pay (or procure to be paid) to the Agent and the Security Agent the amount of all costs and expenses (including legal fees) reasonably incurred by any of them (and, in the case of the Security Agent, by any Receiver or Delegate) in connection with the negotiation, preparation, printing, execution and perfection of:

(a) this Agreement and any other documents referred to in this Agreement and the Transaction Security; and

(b) any other Finance Documents executed after the date of this Agreement.

17.2 **Amendment costs**

If an Obligor requests an amendment, waiver or consent, the Borrower shall, within three Business Days of demand, reimburse (or procure to be reimbursed) each of the Agent and the Security Agent for the amount of all costs and expenses (including legal fees) reasonably incurred by the Agent and the Security Agent (and, in the case of the Security Agent, by any Receiver or Delegate) in responding to, evaluating, negotiating or complying with that request or requirement.

17.3 **Security Agent's ongoing costs**

(a) In the event of (i) a Default or (ii) the Security Agent considering it necessary or expedient or (iii) the Security Agent being requested by an Obligor or the Majority Lenders to undertake duties which the Security Agent and the Borrower agree to be of an exceptional nature and/or outside the scope of the normal duties of the Security Agent under the Finance Documents, the Borrower shall pay to the Security Agent any additional remuneration that may be agreed between them.

(b) If the Security Agent and the Borrower fail to agree upon the nature of the duties or upon any additional remuneration, that dispute shall be determined by an investment bank (acting as an expert and not as an arbitrator) selected by the Security Agent and approved by the Borrower or, failing approval, nominated (on the application of the Security Agent) by the President for the time being of the Law Society of England and Wales (the costs of the nomination and of the investment bank being payable by the Borrower) and the determination of any investment bank shall be final and binding upon the parties to this Agreement.

17.4 **Enforcement and preservation costs**

The Borrower shall, within three Business Days of demand, pay (or procure to be paid) to each Secured Party the amount of all costs and expenses (including legal fees) incurred by it in connection with the enforcement of or the preservation of any rights under any Finance Document and the Transaction Security and any proceedings instituted by or against the Security Agent as a consequence of taking or holding the Transaction Security or enforcing these rights.

17.5 **Custodian**

The Borrower shall promptly on demand pay (or procure to be paid) to the Agent and the Custodian the amount of all costs and expenses (including legal fees) reasonably incurred by any of them in connection with the appointment of the Custodian or the performance by it of its duties in relation to this Agreement. The Custodian may rely on this Clause 17.5 subject to Clause 1.4 (*Third party rights*) and the provisions of the Third Parties Act.

SECTION 7
GUARANTEE

18. GUARANTEE AND INDEMNITY

18.1 Guarantee and indemnity

Each Guarantor irrevocably and unconditionally jointly and severally:

(a) guarantees to each Finance Party punctual performance by each other Obligor of that Obligor's obligations under the Finance Documents;

(b) undertakes with each Finance Party that whenever an Obligor does not pay any amount when due under or in connection with any Finance Document, it shall immediately on demand pay that amount as if it were the principal obligor; and

(c) agrees with each Finance Party that if any obligation guaranteed by it pursuant to this Clause 18.1 is or becomes unenforceable, invalid or illegal or is otherwise discharged by the operation of clause 8.2 (*Distressed Disposals*) of the Intercreditor Agreement, it will, as an independent and primary obligation, indemnify that Finance Party immediately on demand against any cost, loss or liability it incurs as a result of an Obligor not paying any amount which would, but for such unenforceability, invalidity or illegality, have been payable by it under any Finance Document on the date when it would have been due. The amount payable by a Guarantor under this indemnity will not exceed the amount it would have had to pay under this Clause 18 if the amount claimed had been recoverable on the basis of a guarantee.

18.2 Continuing Guarantee

Each guarantee is a continuing guarantee and will extend to the ultimate balance of sums payable by each Obligor under the Finance Documents, regardless of any intermediate payment or discharge in whole or in part.

18.3 Reinstatement

If any discharge, release or arrangement (whether in respect of the obligations of any Obligor or any security for those obligations or otherwise) is made by a Finance Party in whole or in part on the basis of any payment, security or other disposition which is avoided or must be restored in insolvency, liquidation, administration or otherwise, then the liability of each Guarantor under this Clause 18 will continue or be reinstated as if the discharge, release or arrangement had not occurred.

18.4 Waiver of defences

(a) The obligations of each Guarantor under this Clause 18 will not be affected by an act, omission, matter or thing which, but for this Clause 18, would reduce, release or prejudice any of its obligations under this Clause 18 (without limitation and whether or not known to it or any Finance Party) including:

(i) any time, waiver or consent granted to, or composition with, any other Obligor or other person;

(ii) the release of any other Obligor or any other person under the terms of any composition or arrangement with any creditor of any member of the Group;

(iii) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, any other Obligor or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;

(iv) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of any other Obligor or any other person;

(v) any amendment, novation, supplement, extension, restatement (however fundamental and whether or not more onerous) or replacement of a Finance Document or any other document or security including, without limitation, any change in the purpose of, any extension of or increase in any facility or the addition of any new facility under any Finance Document or other document or security;

(vi) any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or security;

(vii) any insolvency, *concurso mercantil*, *quiebra* or similar proceedings;

(viii) the existence of any claim, set-off or other right which any of the Guarantors may have at any time against any Obligor, the Agent, any Lender or any other person, whether in connection with this transaction or with any unrelated transaction;

(ix) any provision of applicable law or regulation purporting to prohibit the payment by any Obligor of any amount payable by any Obligor under any Finance Document or the payment, observance, fulfilment or performance of any other obligations to the Lenders or the Agent now or in future existing under or in connection with the Finance Documents, whether direct or indirect, absolute or contingent, due or to become due;

(x) any change in the name, purposes, business, capital stock (including the ownership thereof) or constitution of any Obligor; or

(xi) any other act or omission to act or delay of any kind by any Obligor, the Agent, the Lenders or any other person or any other circumstance whatsoever which might otherwise constitute a legal or equitable discharge of or defense to any Guarantor's obligations hereunder.

(b) To the extent permitted by applicable law and notwithstanding any contrary principles under the laws of any other jurisdiction, each of the Guarantors hereby waives any and all defences to which it may be entitled, whether at common law, in equity or by statute which limits the liability of, or exonerates, guarantors or which may conflict with the terms of this Clause 18 including failure of consideration, breach of warranty, statute of frauds, merger or consolidation of any Obligor, statute of limitations, accord and satisfaction and usury. Without limiting the generality of the foregoing, each of the Guarantors consents that, without notice to such Guarantor and without the necessity for additional endorsement or consent by such Guarantor, and without impairing or affecting in any way the liability of such Guarantor hereunder, the Agent and the Lenders may at any time and from time to time, upon or without any terms or conditions and in whole or in part:

(i) change the manner, place or terms of payment of, and/or change or extend the time or payment of, renew or alter, any of the Guarantors' obligations under the Finance Documents, any security therefor, or any liability incurred directly or indirectly in respect thereof, and this Clause 18 shall apply to such obligations as so changed, extended, renewed or altered;

(ii) exercise or refrain from exercising any rights against any Obligor or others (including the Guarantors) or otherwise act or refrain from acting;

(iii) settle or compromise any such obligations, any security therefor or any liability (including any of those hereunder) incurred directly or indirectly in respect thereof or hereof, and may subordinate the payment of all or any part thereof to the payment of any such liability (whether due or not) of any Obligor to creditors of any Obligor other than the Agent and the Lenders and Guarantors;

(iv) apply any sums by whomsoever paid or howsoever realised, other than payments of the Guarantors of such obligations, to any liability or liabilities of any Obligor under the Finance Documents or any instruments or agreements referred to herein or therein, to the Agent and the Lenders regardless of which of such liability or liabilities of any Obligor under the Finance Documents or any instruments or agreements referred to herein or therein remain unpaid;

(v) consent to or waive any breach of, or any act, omission or default under such obligations or any of the instruments or agreements referred to in this Agreement and the other Finance Documents, or otherwise amend, modify or supplement such obligations or any of such instruments or agreements, including the Finance Documents; and/or

(vi) request or accept other support of such obligations or take and hold any security for the payment of such obligations, or allow the release, impairment, surrender, exchange, substitution, compromise, settlement, rescission or subordination thereof.

(c) Each Guarantor incorporated in Mexico expressly waives, irrevocably and unconditionally:

(i) any right to require that any Finance Party first proceed against, initiate any actions before a court or any other judge or authority, or enforce any other rights or security or claim payment from any Obligor or any other person, before claiming any amounts due from such Guarantor incorporated in Mexico hereunder;

(ii) any right to which it may be entitled to have the assets of the Borrower, any other Obligor or any other person first be used, applied or depleted as payment of the Obligor's obligations hereunder, prior to any amount being claimed from or paid by any Guarantor incorporated in Mexico hereunder;

(iii) any right to which it may be entitled to have claims against it, or assets to be used or applied as payment, divided among different Guarantors; and

(iv) to the extent applicable and taking into consideration that the guarantee is not intended to be a *fianza* under Mexican law, the benefits of *orden*, *excusión*, *división*, *quita* and *espera* and any right specified in Articles 2814, 2815, 2817, 2818, 2819, 2820, 2821, 2822, 2823, 2826, 2829, 2837, 2840, 2845, 2846, 2847 and any other related or applicable Articles that are not explicitly set forth herein because of the Guarantor's knowledge thereof, of the *Código Civil Federal* of Mexico and the *Código Civil* of each State of the Mexican Republic and the Federal District of Mexico.

18.5 **Immediate recourse**

(a) Each Guarantor waives any right it may have of first requiring any Finance Party (or any trustee or agent on its behalf) to proceed against or enforce any other rights or security or claim payment from any person before claiming from a Guarantor under this Clause 18. This waiver applies irrespective of any law or regulation or any provision of a Finance Document to the contrary.

(b) Each Guarantor also waives any right to be sued jointly with other Guarantors and to share liability resulting from any claim against it.

18.6 **Appropriations**

Until all amounts which may be or become payable by any Obligor under or in connection with the Finance Documents have been irrevocably paid in full, each Finance Party (or any trustee or agent on its behalf) may:

(a) refrain from applying or enforcing any other monies, security or rights held or received by that Finance Party (or any trustee or agent on its behalf) in respect of those amounts, or apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise) and no Guarantor shall be entitled to the benefit of the same; and

(b) hold in an interest-bearing suspense account any monies received from a Guarantor or on account of such Guarantor's liability under this Clause 18,

provided that the operation of this Clause 18.6 shall not be deemed to create any Security.

18.7 **Deferral of Guarantors' rights**

Until all amounts which may be or become payable by any Obligor under or in connection with the Finance Documents have been irrevocably paid in full and unless the Agent otherwise directs, no Guarantor will exercise any rights which it may have by reason of performance by it of its obligations under the Finance Documents or by reason of any amount being payable, or liability arising, under this Clause 18:

(a) to be indemnified by any other Obligor;

(b) to claim any contribution from any other guarantor of any other Obligor's obligations under the Finance Documents;

(c) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Finance Parties under the Finance Documents or of any other guarantee or security taken pursuant to, or in connection with, the Finance Documents by any Finance Party;

(d) to bring legal or other proceedings for an order requiring any Obligor to make any payment, or perform any obligation, in respect of which any Guarantor has given a guarantee, undertaking or indemnity under, as the case may be, Clause 18.1 (*Guarantee and indemnity*);

(e) to exercise any right of set-off against any Obligor; and/or

(f) to claim or provide as a creditor of any Obligor in competition with any Finance Party.

If a Guarantor receives any benefit, payment or distribution in relation to such rights it shall hold that benefit, payment or distribution to the extent necessary to enable all amounts which may be or become payable to the Finance Parties by the Obligors under or in connection with the Finance Documents to be repaid in full on trust for the Finance Parties and shall promptly pay or transfer the same to the Agent or as the Agent may direct for application in accordance with Clause 32 (*Payment Mechanics*).

18.8 **Additional security**

Each guarantee is in addition to and is not in any way prejudiced by any other guarantee or security now or subsequently held by any Finance Party.

18.9 **General limitation on guarantee**

In any action or proceeding involving any applicable corporate law, or any applicable bankruptcy, insolvency, reorganisation, *concurso mercantil*, *quiebra* or other law affecting the rights of creditors generally, if the obligations of any Guarantor under this Clause 18 would otherwise be held or determined to be void, invalid or unenforceable, or subordinated to the claims of any other creditors, on account of the amount of its liability under this Clause 18, then, notwithstanding any other provision hereof to the contrary, the amount of such liability shall, without any further action by such Guarantor, any Lender, the Agent or any other person to the greatest extent permitted under applicable law, be automatically limited and reduced to the highest amount that is valid and enforceable and not subordinated to the claims of other creditors as determined in such action or proceeding.

18.10 **Bankruptcy and related matters**

(a) So long as any of the obligations under the Finance Documents are outstanding, each of the Guarantors shall not (unless required to do so by law or regulation), without the prior written consent of the Majority Lenders, commence or join with any other person in commencing any bankruptcy, liquidation, reorganisation, *concurso mercantil*, *quiebra* or insolvency proceedings of, or against, any Obligor.

(b) If acceleration of the time for payment of any amount payable by Borrower under the Finance Documents is stayed upon the insolvency, bankruptcy, reorganisation, *concurso mercantil*, *quiebra* or any similar event of any Obligor or otherwise, all such amounts otherwise subject to acceleration under the terms of this Agreement shall nonetheless be payable by the Guarantors hereunder forthwith on demand by the Agent made at the request of the Lenders.

(c) The obligations of each of the Guarantors under this Clause 18 shall not be reduced, limited, impaired, discharged, deferred suspended or terminated by any proceeding or action, voluntary or involuntary, involving the bankruptcy, insolvency, *concurso mercantil*, *quiebra*, receivership, reorganisation, marshalling of assets, assignment for the benefit of creditors, readjustment, liquidation or arrangement of any Obligor or similar proceedings or actions or by any defense which any Obligor may have by reason of the order, decree or decision of any court or administrative body resulting from any such proceeding or action. Without limiting the generality of the foregoing, the Guarantors' liability shall extend to all amounts and obligations under the Finance Documents and would be owed by any Obligor but for the fact that they are unenforceable or not allowable due to the existence of any such proceeding or action.

(d) Each of the Guarantors acknowledges and agrees that any interest on any portion of the obligations under the Finance Documents which accrues after the commencement of any proceeding or action referred to above in paragraph (c) of this Clause 18.10 (or, if interest on any portion of such obligations ceases to accrue by operation of law by reason of the commencement of said proceeding or action, such interest as would have accrued on such portion of such obligations if said proceedings or actions had not been commenced) shall be included in such obligations, it being the intention of the Guarantors, the Agent, and the Lenders that such obligations which are to be guaranteed by the Guarantors pursuant to this Clause 18 shall be determined without regard to any rule of law or order which may relieve any Obligor of any portion of such obligations. The Guarantors will take no action to prevent any trustee in bankruptcy, receiver, debtor in possession, assignee for the benefit of creditors or similar person from paying the Agent, or allowing the claim of the Agent, for the benefit of the Agent, and the Lenders, in respect of any such interest accruing after the date of which such proceeding is commenced, except to the extent any such interest shall already have been paid by the Guarantors.

(e) Notwithstanding anything to the contrary contained herein, if all or any portion of the obligations under the Finance Documents are paid by or on behalf of any Obligor, the obligations of the Guarantors hereunder shall continue and remain in full force and effect or be reinstated, as the case may be, in the event that all or any part of such payment(s) are rescinded or recovered, directly or indirectly, from the Agent and/or the Lenders as a preference, preferential transfer, fraudulent transfer or otherwise, and any such payments which are so rescinded or recovered shall constitute obligations under the Finance Documents for all purposes under this Clause 18, to the extent permitted by applicable law.

(f) Any term or provision of this Clause 18 or any other term in this Agreement or any Finance Document notwithstanding, the maximum aggregate amount of the obligations for which any Guarantor shall be liable under this Agreement or any other Finance Document shall in no event exceed an amount equal to the largest amount that would not render such Guarantor's obligations under this Agreement subject to avoidance under applicable U.S. Debtor Relief Laws, in all cases before taking into account any liabilities under any other guarantee by such Guarantor.

18.11 **Dutch guarantee limitation**

Notwithstanding any other provision of this Clause 18 (*Guarantee and Indemnity*) the guarantees, indemnities and other obligations of any Dutch Obligor expressed to be assumed in this Clause 18 (*Guarantee and Indemnity*) shall be deemed not to be assumed by such Dutch Obligor to the extent that the same would constitute unlawful financial assistance within the meaning of Article 2:98c of the Dutch Civil Code (where applicable) or any other applicable financial assistance rules under any rules under any relevant jurisdiction (the "**Prohibition**") and the provisions of this Agreement and the other Finance Documents shall be construed accordingly. For the avoidance of doubt, it is expressly acknowledged that the relevant Dutch Obligors will continue to guarantee all such obligations which, if included, do not constitute a violation of the Prohibition.

18.12 **Spanish guarantee limitation**

Notwithstanding any other provision of this Clause 18 (*Guarantee and Indemnity*) the guarantees, indemnities and other obligations of any Obligor incorporated in Spain expressed to be assumed in this Clause 18 (*Guarantee and Indemnity*) shall be deemed not to be assumed by such Obligor incorporated in Spain to the extent that the same would constitute the provision of financial assistance within the meaning of either Article 150.1 of the 2010 Spanish Corporations Act (*Ley de Sociedades de Capital*) (in the case of a Spanish Obligor which is a *sociedad anónima*), or Article 143.2 of the 2010 Spanish Corporations Act (*Ley de Sociedades de Capital*) (in the case of a Spanish Obligor which is a *sociedad limitada*).

18.13 **Swiss guarantee limitation**

(a) The obligations and liabilities of an Obligor incorporated in Switzerland (the "**Swiss Obligor**") under this Agreement or any other Finance Document in relation to the obligations, undertakings, indemnities or liabilities of an Obligor other than that Swiss Obligor or any of its fully owned and controlled subsidiaries (the "**Restricted Obligations**") shall be limited to the amount of

that Swiss Obligor's Free Reserves Available for Distribution at the time payment is requested or the maximum amount permitted by Swiss law applicable at the time payment is requested, **provided that** such limitation is a requirement under applicable law (including any case law) at that point in time and that such limitation shall not free the Swiss Obligor from its obligations in excess thereof, but merely postpone the performance date until such time as performance is permitted notwithstanding such limitation.

(b) For the purpose of this Clause 18.13, "**Free Reserves Available for Distribution**" means an amount equal to the maximal amount in which the relevant Swiss Obligor can make a dividend payment to its shareholder(s) (being the balance sheet profit and any freely disposable reserves available for this purpose, in each case in accordance with applicable Swiss law).

(c) As soon as possible after having been requested to discharge a Restricted Obligation, the Swiss Obligor shall, if it cannot discharge the full amount of the Restricted Obligations, provide the Security Agent with an interim statutory balance sheet audited by the statutory auditors of the Swiss Obligor setting out the Free Reserves Available for Distribution and, immediately thereafter, pay the amount corresponding to the Free Reserves Available for Distribution to the Security Agent (save to the extent provided below).

(d) In respect of the Restricted Obligations, the Swiss Obligor shall:

(i) if and to the extent required by applicable law in force at the relevant time:

(A) subject to any applicable double taxation treaties, deduct Swiss withholding tax at the rate of 35 per cent. (or such other rate as is in force at that time) from any payment made by it;

(B) pay any such deduction to the Swiss Federal Tax Administration; and

(C) notify and provide evidence to the Security Agent that the Swiss withholding tax has been paid to the Swiss Federal Tax Administration; and

(ii) to the extent such deduction is made, not be required to make a gross-up, indemnify or otherwise hold harmless the Finance Parties for the deduction of the Swiss withholding tax notwithstanding anything to the contrary contained in the Finance Documents, unless grossing up is permitted under the laws of Switzerland then in force and **provided that** this should not in any way limit any obligations of any non-Swiss Obligors under the Finance Documents to indemnify the Finance Parties in respect of the deduction of the Swiss withholding tax, including, without limitation, in accordance with Clause 13 (*Tax Gross-Up and Indemnities*).

(e) In respect of the Restricted Obligations, if so required under applicable law (including tax treaties) at any time when the Security Agent is enforcing security interests granted by the Swiss Obligor, once the Security Agent is satisfied that it has received all disposal proceeds from such enforcement of the security, it shall promptly notify the Swiss Obligor of the amount of proceeds from such enforcement, and such Swiss Obligor:

(i) shall use its best efforts to ensure that the proceeds of any such enforcement can be used without deduction of Swiss withholding tax, or with deduction of Swiss withholding tax at a reduced rate, by discharging the liability to such tax by notification (*Meldeverfahren*) pursuant to applicable law (including tax treaties) rather than payment of the tax, and

(ii) shall promptly notify the Security Agent that such notification has been made or, as the case may be, deduction at a reduced rate is possible, and provide the Security Agent with evidence that such a notification of the Swiss Federal Tax Administration has been made or, as the case may be, such taxes may be deducted at a reduced rate.

To the extent a notification procedure referred to in the preceding paragraph is not available, the Swiss Obligor shall:

(A) within 20 Business Days after the notification by the Security Agent of the amount of proceeds from any enforcement in accordance with this paragraph (e) notify the Security Agent that Swiss withholding tax is due by the Swiss Obligor; and

(B) provide the Security Agent with all relevant information necessary or reasonably requested by the Security Agent to make the relevant deduction including, but not limited to, the amount of such deduction to be made (it being understood by the Parties hereto that the Security Agent shall have the right but not the obligation to determine such amount, if any, pursuant to the terms of the Intercreditor Agreement, and in particular, but not limited to, pursuant to clause 11.7 (*Security Agent's actions*) and paragraph (c) of clause 11.8 (*Security Agent's discretions*) thereof),

whereupon the Security Agent (acting on the instructions of an Instructing Group (as defined in the Intercreditor Agreement)) shall deduct the Swiss withholding tax in the amount notified to it or determined by it in accordance with paragraph (e)(ii) above from the enforcement proceeds and shall pay such amount to the Swiss Federal Tax Administration in satisfaction of the Swiss withholding tax payment due by the Swiss Obligor in relation to such enforcement proceeds, provided, however, that the Security Agent will not assume any liabilities to any person in connection with the deduction or payments made by the Security Agent pursuant to this paragraph (e), any failure by the Swiss Obligor to comply with its obligation hereunder or in connection with any failure by the Security Agent to determine such amount of the deduction to be made to the extent not notified to it by the Swiss Obligor.

(f) The relevant Swiss Obligor shall use all reasonable efforts to procure that any person which is entitled to a full or partial refund of any Swiss withholding tax paid pursuant to paragraphs (d) or (e) above will, as soon as possible after the deduction of the Swiss withholding tax: (1) request a refund of the Swiss withholding tax under any applicable law (including double taxation treaties) and (2) pay to the Security Agent upon receipt any amount so refunded. The Security Agent shall, at the prior written request and (so long as reasonable) cost of the Swiss Obligor, take all reasonable steps to cooperate with the Swiss Obligor to secure such refund.

(g) The Swiss Obligor will take, and cause to be taken, all and any other action, including, without limitation, the passing of any shareholders' resolutions to approve any payment or other performance under the Finance Documents and the receipt of any confirmations from the Swiss Obligor's auditors, whether following a request to discharge a Restricted Obligation or which may be required as a matter of mandatory Swiss law in force at the time it is required to make a payment or perform other obligations under the Finance Documents in order to allow a prompt payment or performance of other obligations under the Finance Documents.

(h) If the enforcement of the Restricted Obligations would be limited due to the effects referred to in this Clause 18.13 and if any asset of the Swiss Obligor has a book value that is less than its market value (an "**Undervalued Asset**"), the Swiss Obligor shall, to the extent permitted by applicable law and its Accounting Standards (i) write up the book value of such Undervalued Asset such that its balance sheet reflects a book value that is equal to the market value of such Undervalued Asset, and (ii) make reasonable efforts to realise the Undervalued Asset for a sum which is at least equal to the market value of such asset. Without prejudice to the rights of the Security Agent under the Finance Documents, the Swiss Obligor will only be required to realise an Undervalued Asset if such asset is not necessary for the Swiss Obligor's business (*nicht betriebsnotwendig*).

18.14 **French guarantee limitation**

(a) The obligations and liabilities under the Finance Documents of any French Guarantor are subject to the limitations set out in this Clause 18.14.

(b) The obligations and liabilities of any French Guarantor under the Finance Documents and in particular under this Clause 18 (*Guarantee and Indemnity*) shall not include any obligation or liability which, if incurred, would constitute the provisions of financial assistance within the meaning of article L.255-216 of the French Commercial Code and/or would constitute a misuse of corporate assets within the meaning of article L. 241-3, L. 242-6 or L. 244-1 of the French Commercial Code or any other law or regulation having the same effect, as interpreted by French courts and/or would infringe article L. 511-7 of the French Monetary and Financial Code.

(c) The obligations and liabilities of any French Guarantor under this Clause 18 (*Guarantee and Indemnity*) for the obligations under the Finance Documents of any other Obligor which is not a Subsidiary of such French Guarantor shall be limited, at any time, to an amount equal to the aggregate of all amounts directly or indirectly borrowed under this Agreement by such other Obligor to the extent directly or indirectly on-lent to such French Guarantor under intercompany loan agreements (excluding, for the avoidance of doubt, any cash-pooling arrangements or other cash management agreements, **provided that** no Facility made available under this Agreement shall finance, directly or indirectly, such cash pooling arrangements or other cash management agreements) and outstanding at the date a payment is to be made by such French Guarantor under this Clause 18 (*Guarantee and Indemnity*), it being specified that any payment made by a French Guarantor under this Clause 18 (*Guarantee and Indemnity*) in respect of the obligations of such Obligor shall reduce *pro tanto* the outstanding amount of the intercompany loans due by such French Guarantor under the intercompany loan agreements referred to above and that any repayment of the intercompany loans by the French Guarantor shall reduce *pro tanto* the amount payable by it under this Clause 18 (*Guarantee and Indemnity*).

(d) The obligations and liabilities of any French Guarantor under this Clause 18 (*Guarantee and Indemnity*) for the obligations under the Finance Documents of any other Obligor which is its Subsidiary shall not be limited and shall therefore cover all amounts due by such Obligor under this Agreement. However, where such Subsidiary is itself a Guarantor which guarantees the obligations of a member of the Group which is not a Subsidiary of the relevant French Guarantor, the amounts payable by such French Guarantor under this paragraph (d) in respect of the obligations of this Subsidiary as Guarantor, shall be limited as set out in paragraph (c) above.

(e) It is acknowledged that no French Guarantor is acting jointly and severally with the other Guarantors and no French Guarantor shall therefore be considered as "*co-débiteur solidaire*" as to its obligations pursuant to the guarantee given pursuant to this Clause 18 (*Guarantee and Indemnity*).

(f) In the event that there is any inconsistency between the provisions of this Clause 18.14 and any other provision in this Agreement or any other Finance Documents (each of which shall be expressly subject thereto), the provisions of this Clause 18.14 shall prevail.

(g) For the purpose of paragraphs (c) and (d) above, "Subsidiary" means, in relation to any company, another company which is controlled by it within the meaning of article L. 233-3 of the French Commercial Code.

SECTION 8
REPRESENTATIONS, UNDERTAKINGS AND EVENTS OF DEFAULT

19. REPRESENTATIONS

Each Obligor makes the representations and warranties set out in this Clause 19 to each Finance Party except that no representation or warranty is made by a Security Provider that is not also the Borrower or a Guarantor in respect of the representations and warranties set out in Clauses 19.9 (*No default*) to 19.11 (*Financial statements*), 19.13 (*No proceedings pending or threatened*) to 19.17 (*Environmental Claims*), 19.22 (*Accuracy of Existing Financial Indebtedness*), 19.23 (*Group Structure Chart*) and 19.26 (*Governmental Regulations*) to 19.29 (*Pension, Welfare and other Similar Plans*).

19.1 Status

(a) It is a corporation or limited liability company, duly organised and validly existing under the laws and regulations of its jurisdiction of incorporation or formation other than in the case of CEMEX UK, which is a private company duly incorporated with unlimited liability under the laws and regulations of England and Wales.

(b) It has the power to own its assets and carry on its business as it is being conducted.

19.2 Binding obligations

Subject to the Legal Reservations:

(a) the obligations expressed to be assumed by it in each Finance Document are legal, valid, binding and enforceable obligations; and

(b) (without limiting the generality of paragraph (a) above) each Transaction Security Document to which it is a party creates the Security which that Transaction Security Document purports to create and that Security is valid and effective.

19.3 Non-conflict with other obligations

The entry into and performance by it (or, in the case of paragraph (c) below, any Obligor) of, and the transactions contemplated by, the Finance Documents and any confirmations provided in respect of the Transaction Security do not and will not conflict with:

(a) any law or regulation applicable to it or any judgment or other administrative or judicial order affecting it or binding upon it or any of its assets;

(b) its constitutional documents or (in the case of an Obligor incorporated in Mexico) its by-laws (*estatutos sociales*);

(c) the Finance Documents or any documentation relating to any publicly-issued securities binding upon it; or

(d) any agreement or instrument binding upon it or any of its assets, in a manner or to an extent which would have or would be reasonably likely to have a Material Adverse Effect.

19.4 **Power and authority**

It has the power (and, in respect of Finance Documents already entered into, had the power) to enter into, perform and deliver, and has taken (and, in respect of Finance Documents already entered into, had taken) all necessary action to authorise its entry into, performance and delivery of, the Finance Documents to which it is a party and the transactions contemplated by those Finance Documents.

19.5 **Validity and admissibility in evidence**

All Authorisations required or desirable:

(a) to enable it lawfully to enter into, exercise its rights and comply with its obligations under the Finance Documents to which it is a party; and

(b) to make the Finance Documents to which it is a party admissible in evidence in its jurisdiction of incorporation,

have been obtained or effected and are in full force and effect.

19.6 **Governing law, choice of forum and enforcement**

Subject to the Legal Reservations:

(a) the choice of governing law of each Finance Document to which it is a party in the jurisdiction of the governing law of that Finance Document, will be recognised and enforced in its jurisdiction of incorporation;

(b) the choice of the English courts set forth in this Agreement is a valid and enforceable choice of forum under any other applicable law; and

(c) any judgment obtained in relation to a Finance Document to which it is a party in the jurisdiction of the governing law of that Finance Document will be recognised and enforced in its jurisdiction of incorporation.

19.7 **Tax**

(a) The Borrower is not required under the laws and regulations of its jurisdiction of incorporation to make any deduction for or on account of Tax from any payment it may make under any Finance Document to any Lender (other than withholding taxes on payments of interest made by the Borrower or any other Obligor incorporated in Mexico, to any Lender that is not a resident of Mexico for tax purposes).

(b) In respect of the Dutch Obligors only, no notice under Article 36 Tax Collection Act (*Invorderingswet 1990*) has been given prior to the date of this Agreement.

19.8 **No filing or stamp taxes**

(a) Subject to the Legal Reservations, no order, permission, consent, approval, license, authorisation, registration or validation of, or notice to, or filing with, or exemption by, any Governmental Authority or third party is required to authorise, or is required in connection with, the execution, delivery and performance by each Obligor of the Finance Documents or the taking of any action contemplated thereby.

(b) Under the laws and regulations of its jurisdiction of incorporation it is not necessary that any stamp, registration or similar tax be paid on or in relation to the Finance Documents or the transactions contemplated by the Finance Documents except any tax or fee which is referred to in any Legal Opinion and which will be paid promptly after the date of the relevant Finance Document.

(c) Each Finance Document is in proper legal form under the law of the jurisdiction of organisation of each Obligor for the enforcement thereof against each such Obligor under the law of its respective jurisdiction of organisation. To ensure the legality, validity, enforceability or admissibility in evidence of any Finance Document in such jurisdiction, it is not necessary that any Finance Document be filed or recorded with any Governmental Authority in such jurisdiction (other than the registration of the Transaction Security Document referred to in paragraph (b) of Clause 22.34 (*Conditions subsequent*) with the *Registro Único de Garantías Mobiliarias* of Mexico which has been completed), or that any stamp or similar tax be paid on or in respect of any Finance Document, unless such stamp or similar taxes have been paid by the Borrower, **provided that** in the event that any legal proceedings are brought to the courts of Mexico or Spain, a Spanish translation of the documents required in such proceedings prepared by a court-approved translator (or, in the case of the courts of Spain, an authorised sworn translator), would have to be approved by the court after the defendant had been given an opportunity to be heard with respect to the accuracy of the translation, and proceedings would thereafter be based upon the translated documents.

(d) It is not necessary (i) in order for the Agent or any Lender to enforce any right or remedies under the Finance Documents, or (ii) solely by reason of the execution, delivery and performance of any Finance Document by the Agent or any Lender, that the Agent or such Lender be licensed or qualified with any Governmental Authority or be entitled to carry on business, in each case in the jurisdiction of organisation of the applicable Obligors.

19.9 **No default**

(a) No Default or Event of Default is continuing or might reasonably be expected to result from the making of any Utilisation.

(b) No other event or circumstance is outstanding which constitutes a default under any other agreement or instrument which is binding on it or any of its Subsidiaries or to which its (or its Subsidiaries') assets are subject which would have or would be reasonably likely to have a Material Adverse Effect.

19.10 **No misleading information**

All written information provided by or on behalf of any member of the Group to a Finance Party under or in connection with the transaction contemplated by the Finance Documents was true, complete and accurate in all material respects as at the date it was provided and was not misleading in any material respect as at such date.

19.11 **Financial statements**

(a) Its Original Financial Statements were prepared in accordance with Applicable GAAP (save as disclosed therein) consistently applied and are complete and accurate in all material respects.

(b) Its Original Financial Statements fairly represent its financial condition and operations during the relevant financial year unless expressly disclosed to the Agent in writing prior to the date of this Agreement.

(c) For the purposes of any repetition of the representations contained in paragraphs (a) and (b) of this Clause 19.11 (pursuant to Clause 19.31 (*Times at which representations are made*)) the representations will be made in respect of the latest consolidated (or if, other than in the case of the Borrower or CEMEX España, consolidated financial statements are not available, unconsolidated) financial statements of the Borrower and each Guarantor instead of the Original Financial Statements.

19.12 **Ranking**

(a) Its payment obligations under the Finance Documents rank at least *pari passu* with the claims of all its other unsecured and unsubordinated creditors, except for obligations mandatorily preferred by law or regulation applying to companies generally.

(b) The Transaction Security has or will have the ranking in priority which it is expressed to have in the Transaction Security Documents and it is not subject to any prior ranking or *pari passu* ranking Security.

(c) Each Finance Document constitutes a direct, unconditional and unsubordinated obligation of each Obligor which is a party to such Finance Document.

19.13 **No proceedings pending or threatened**

Except as disclosed in Schedule 12 (*Proceedings Pending or Threatened*), no litigation, arbitration or administrative proceedings of or before any court, arbitral body or agency which:

(a) are likely to be adversely determined and which, if so determined, would be reasonably likely to have a Material Adverse Effect; or

(b) purport to affect the legality, validity or enforceability of any of the obligations under the Finance Documents, have been started or threatened against it or, in the case of the Borrower, any Obligor or Material Subsidiary.

19.14 **No winding-up**

No legal proceedings or other procedures or steps have been taken or, to the Borrower's knowledge after reasonable enquiry, are being threatened, in relation to the winding-up, dissolution, administration or reorganisation of any Obligor or Material Subsidiary (other than a solvent liquidation or reorganisation of any Material Subsidiary which is not an Obligor).

19.15 **Material Adverse Change**

There has been no material adverse change in the Borrower's business, condition (financial or otherwise), operations, performance or assets taken as a whole (or the business, consolidated condition (financial or otherwise) operations, performance or the assets generally of the Group taken as a whole) since its Original Financial Statements save as disclosed by publicly available information filed with the SEC.

19.16 **Environmental compliance**

Each member of the Group has performed and observed in all material respects all Environmental Law, Environmental Permits and all other material covenants, conditions, restrictions or agreements directly or indirectly concerned with any contamination, pollution or waste or the release or discharge of any toxic or hazardous substance in connection with any real property which is or was at any time owned, leased or occupied by any member of the Group or on which any member of the Group has conducted any activity where failure to do so might reasonably be expected to have a Material Adverse Effect.

19.17 **Environmental Claims**

No Environmental Claim has been commenced or (to the best of its knowledge and belief) is threatened against any member of the Group where that claim would be reasonably likely, if determined against that member of the Group, to have a Material Adverse Effect.

19.18 **Anti-corruption law**

Each Obligor and their respective officers and directors has conducted its businesses in compliance with applicable anti-corruption, anti-bribery and anti-money laundering laws and regulations. The Borrower has instituted and maintained policies and procedures designed to promote and achieve compliance with applicable anti-corruption, anti-bribery and anti-money laundering laws and regulations laws.

19.19 **Sanctions**

Neither it nor any other Obligor, none of their respective officers or directors, and no other member of the Group, and, to its knowledge, no director or officer of a member of the Group which is not an Obligor and no agent, employee or Affiliate of any member of the Group, is a person that is, or is controlled by a person that is, (a) currently a designated target of, or is otherwise a subject of, Sanctions, or (b) located, organised or

resident in a Sanctioned Country provided that this representation is not made to or for the benefit of any Finance Party or any director, officer or employee thereof to the extent that this provision would expose that Finance Party or any director, officer or employee thereof to liability under any applicable anti-boycott law, regulation or statute.

19.20 **No Immunity**

In any proceedings taken in its jurisdiction of incorporation in relation to any Finance Document, it will not be entitled to claim for itself or any of its assets immunity from suit, execution, attachment (prior to judgment or in aid of execution) or other legal process.

19.21 **Private and commercial acts**

Its execution of the Finance Documents constitutes, and its exercise of its rights and performance of its obligations hereunder will constitute, private and commercial acts done and performed for private and commercial purposes.

19.22 **Accuracy of Existing Financial Indebtedness**

The list of Existing Financial Indebtedness of members of the Group which are not Obligors contained in Schedule 10 (*Existing Financial Indebtedness*) is, in all material respects, a true, complete and accurate list of the existing Financial Indebtedness of those members of the Group that are not Obligors as at the date of this Agreement.

19.23 **Group Structure Chart**

The Group Structure Chart is true, complete and accurate in all material respects as of 30 June 2017.

19.24 **Legal and beneficial ownership**

It and each of its Subsidiaries is the sole legal and beneficial owner of the respective assets over which it has granted Transaction Security.

19.25 **Shares**

(a) The shares of any member of the Group which are subject to the Transaction Security are fully paid and not subject to any option to purchase or similar rights. The constitutional documents of companies whose shares are subject to the Transaction Security do not and could not restrict or inhibit any transfer of those shares on creation or enforcement of the Transaction Security. There are no agreements in force which provide for the issue or allotment of, or grant any person the right to call for the issue or allotment of, any share or loan capital of any Obligor or Material Subsidiary (including any option or right of pre-emption or conversion) other than:

(i) pre-emptive rights (A) arising under applicable law in favour of shareholders generally; and (B) arising under any obligation in respect of any Executive Compensation Plan; and

(ii) obligations to deliver shares to the holder(s) of convertible or exchangeable securities comprising Existing Financial Indebtedness pursuant to the terms and conditions of such convertible or exchangeable securities.

(b) Under the Transaction Security Documents, Transaction Security is granted over all the issued share capital in each member of the Group whose shares are subject to the Transaction Security except:

(i) in the case of CEMEX España, at a maximum:

(A) 0.2444% of the issued share capital, being shares owned by CEMEX España; and

(B) 0.1164% of the issued share capital, being shares owned by persons that are not members of the Group;

(ii) in the case of CEMEX TRADEMARKS HOLDING Ltd., 8,424,037 shares owned by the Borrower (and formerly owned by CEMEX Inc.) representing 0.4326% of the issued share capital of CEMEX TRADEMARKS HOLDING Ltd. and the Borrower shall, in accordance with the relevant Transaction Security Document, grant Transaction Security over such shares following the issuance of a new share certificate;

(iii) at a maximum, in the case of each Mexican company whose shares are the subject of Transaction Security (except in the case of CEMEX México), the single share held by a minority shareholder that is a member of the Group; and

(iv) at a maximum, in the case of CEMEX México, 0.1183% of the issued share capital, being shares owned by CEMEX, Inc.

19.26 **Governmental Regulations**

The Borrower is not controlled by an "investment company" within the meaning of the United States Investment Company Act of 1940, as amended.

19.27 **Taxes**

(a) It has filed all material tax returns which are required to be filed by it and has paid all taxes due pursuant to such returns or pursuant to any material assessment received by it, except where the same may be contested in good faith by appropriate proceedings and as to which such Obligor maintains reserves to the extent it is required to do so by law or pursuant to Applicable GAAP. The charges, accruals and reserves on the books of each Obligor in respect of taxes or other governmental charges are, in the opinion of the Borrower, adequate.

(b) Except for taxes imposed by way of withholding on interest, fees and commissions paid to non-residents (for Tax purposes) of the jurisdiction of organisation of the Borrower, there is no tax (other than taxes on, or measured by, income or profits), levy, impost, deduction, charge or withholding imposed, levied, charged, assessed or made by the jurisdiction of organisation of the

Borrower or any political subdivision or taxing authority thereof or therein either (i) on or by virtue of the execution of delivery of this Agreement or (ii) on any payment to be made by the Borrower pursuant to this Agreement. It is permitted to pay any additional amounts payable pursuant to Clause 13 (*Tax Gross-Up and Indemnities*) or Clause 13.7 (*Stamp taxes*).

19.28 **Treasury Transactions**

The Borrower represents and warrants that, as of the date of this Agreement, neither it nor any member of the Group is party to any Treasury Transaction other than as permitted in accordance with Clause 22.27 (*Treasury Transactions*).

19.29 **Pension, Welfare and other Similar Plans**

Neither it nor, to its knowledge, any ERISA Affiliate has taken any steps to terminate any Pension Plan or has failed to make any contribution with respect to any Pension Plan sufficient to give rise to a Security under Section 303(k) of ERISA. Neither it nor, to its knowledge, any ERISA Affiliate has failed to make any contribution to any Multiemployer Plan. No event or transaction has occurred with respect to any Pension Plan, any Non-US Pension Plan or any Multiemployer Plan which has resulted in or which would reasonably be expected to result in the incurrence by the Obligor or any of its ERISA Affiliates of any liability, fine or penalty (other than liabilities incurred in the ordinary course of maintaining the applicable plan), which would have or be reasonably likely to have a Material Adverse Effect. Neither it nor any of its Subsidiaries has any contingent liability with respect to any post-retirement benefit under any employee welfare benefit plan (as defined in Section 3(1) of ERISA) which would reasonably be expected to have a Material Adverse Effect, other than liability for continuation coverage described in Part 6 of Title I of ERISA. Except as would not have or be reasonably likely to have a Material Adverse Effect, the Borrower is in compliance with and has duly and in a timely manner paid any amounts due to IMSS or INFONAVIT, pursuant to SAR laws, or as required under any mandatory retirement fund laws.

19.30 **International Banking Facility**

The Borrower, being a non-bank entity located outside the United States, understands that it is the policy of the Federal Reserve Board that the extension of credit by Citibank, N.A. International Banking Facility, being a United States financial institution operating through its international banking facility, may be used only to finance operations of the Borrower, or that of the Borrower's Affiliates, outside the United States.

19.31 **Times at which representations are made**

(a) All the representations and warranties in this Clause 19 are made to each Finance Party on the date of this Agreement.

(b) The Repeating Representations are deemed to be made by each Obligor to each Finance Party on the first day of each Interest Period.

(c) The Repeating Representations are deemed to be made by each Additional Guarantor to each Finance Party on the day on which it becomes an Additional Guarantor.

(d) Each representation or warranty deemed to be made after the date of this Agreement shall be made by reference to the facts and circumstances existing at the date the representation or warranty is made.

(e) The representation and warranty set out in Clause 19.30 *(International Banking Facility*) is made on the Utilisation Date of any Loan in which Citibank, N.A. International Banking Facility participates.

20. INFORMATION UNDERTAKINGS

The undertakings in this Clause 20 remain in force from the date of this Agreement for so long as any amount is outstanding under the Finance Documents or any Commitment is in force.

20.1 Financial statements

The Borrower shall supply to the Agent (for distribution to the Lenders):

(a) as soon as the same become available, but in any event within 120 days after the end of each of the Borrower's Financial Years, a copy of the annual audit report for such Financial Year for the Borrower and its Subsidiaries containing consolidated and consolidating balance sheets of the Borrower and its Subsidiaries, as of the end of such Financial Year and consolidated statements of income and cash flows of the Borrower and its Subsidiaries, for such Financial Year, in each case accompanied by an opinion acceptable to the Majority Lenders (acting reasonably) by KPMG Cardenas Dosal, S.C. or other independent public accountants of recognised standing acceptable to the Majority Lenders, together with (i) a certificate of such accounting firm to the Lenders stating that in the course of the regular audit of the business of the Borrower and its Subsidiaries, which audit was conducted by such accounting firm in accordance with Applicable GAAP of the Borrower, such accounting firm has obtained no knowledge that a Default or Event of Default has occurred and is continuing, or if, in the opinion of such accounting firm a Default or Event of Default has occurred and is continuing, a statement as to the nature thereof; and (ii) a certificate of a Responsible Officer of the Borrower stating that no Default or Event of Default has occurred and is continuing or, if a Default or Event of Default has occurred and is continuing, a statement as to the nature thereof and the action that the Borrower has taken and proposes to take with respect thereto;

(b) as soon as the same become available, but in any event within 120 days after the end of each of the Borrower's Financial Years, the Borrower's audited unconsolidated financial statements for that Financial Year;

(c) as soon as the same become available, but in any event within 180 days after the end of each of CEMEX España's financial years, CEMEX España's audited consolidated and unconsolidated financial statements for that financial year;

(d) as soon as the same become available, but in any event within 180 days after the end of each financial year of each Obligor (other than CEMEX España, the Borrower and each Security Provider), such Obligor's audited consolidated (to the extent available) and unconsolidated financial statements for that financial year;

(e) as soon as the same become available, but in any event within 90 days after the end of the first half of each of CEMEX España's financial years, CEMEX España's consolidated financial statements for that period;

(f) as soon as the same become available, but in any event within 60 days after the end of each of the first three Financial Quarters of each of the Borrower's Financial Years, consolidated balance sheets of the Borrower and its Subsidiaries, as of the end of such quarter and consolidated statements of income and cash flows of the Borrower and its Subsidiaries for the period commencing at the end of the previous Financial Year and ending with the end of such Financial Quarter, duly certified (subject to year-end audit adjustments) by a Responsible Officer of the Borrower as having been prepared in accordance with Applicable GAAP of the Borrower and together with a certificate of a Responsible Officer of the Borrower, as to compliance with the terms of this Agreement and stating that no Default or Event of Default has occurred and is continuing or, if a Default or Event of Default has occurred and is continuing, the nature thereof and the action that the Borrower has taken and proposes to take with respect thereto; and

(g) as soon as the same become available, but in any event within 90 days after the end of each of the first three quarterly periods of each of the financial years of each Obligor (other than the Borrower, CEMEX España and each Security Provider), its unconsolidated financial statements for that period.

20.2 **Compliance Certificate**

(a) The Borrower shall supply to the Agent (for distribution to the Lenders), with each set of consolidated financial statements delivered pursuant to paragraph (a) of Clause 20.1 (*Financial statements*) above and each set of consolidated financial statements delivered pursuant to paragraph (f) of Clause 20.1 (*Financial statements*) for a Financial Quarter, a single Compliance Certificate setting out (in reasonable detail) computations as to compliance with Clause 21 (*Financial Covenants*) as at the date at which those financial statements were drawn up.

(b) Each Compliance Certificate shall be signed by two Responsible Officers of the Borrower and, if required to be delivered with the consolidated financial statements delivered pursuant to paragraph (a) of Clause 20.1 (*Financial statements*), the Borrower shall provide to the Agent (for distribution to the Lenders), by no later than 180 days after the end of the relevant Financial Year, a letter (in a form approved by the Agent) from the Borrower's auditors or any other internationally recognised accounting firm confirming that the numbers used in the Compliance Certificate calculations have been correctly extracted from the consolidated financial statements of the Borrower.

(c) Notwithstanding the amendments made to this Agreement pursuant to the terms of the 2019 Amendment Agreement, the Compliance Certificate to be supplied to the Agent pursuant to this Clause 20.2 in respect of the Financial Year ended 31 December 2018 and the computations as to compliance with Clause 21 (*Financial Covenants*) for that Reference Period contained therein, shall be based on the requirements of this Agreement as at the date of this Agreement and using the accounting principles and practices as applied to the Original Financial Statements (being the Borrower's audited unconsolidated and consolidated financial statements for the Financial Year ended 31 December 2016).

20.3 **Requirements as to financial statements**

(a) Each set of financial statements delivered by the Borrower pursuant to Clause 20.1 (*Financial statements*) shall be certified by a Responsible Officer of the relevant company as fairly representing its financial condition as at the date at which those financial statements were drawn up.

(b) The audited consolidated accounts of the Borrower and each other set of financial statements described pursuant to Clause 20.1 (*Financial statements*) which the relevant member of the Group ordinarily produces in English shall be provided in English.

(c) The Borrower shall procure that each set of financial statements delivered pursuant to Clause 20.1 (*Financial statements*) is prepared using Applicable GAAP and accounting practices and financial reference periods consistent with those applied to the preparation of the Original Financial Statements for that Obligor unless: (i) in the case of CEMEX España, it notifies the Agent that it has adopted IFRS in which case CEMEX España shall be entitled to deliver financial statements prepared in accordance with IFRS; or (ii) in the case of any other Obligor, in relation to any set of financial statements, it notifies the Agent that there has been a change in Applicable GAAP, or the accounting practices or reference periods and, unless amendments are agreed in accordance with paragraph (d) below, its auditors deliver to the Agent a description of any change necessary for those financial statements to reflect the Applicable GAAP, accounting practices and reference periods upon which that Obligor's Original Financial Statements were prepared.

Any reference in this Agreement to those financial statements shall be construed as a reference to those financial statements as adjusted to reflect the basis upon which the Original Financial Statements for that Obligor were prepared.

(d) If a relevant Obligor adopts IFRS or, unless the procedure in paragraph (c) above is utilised, there are changes to Applicable GAAP, or the accounting practices or reference periods, the relevant Obligor and the Agent (acting on the instructions of the Majority Lenders) shall, at the relevant Obligor's request, negotiate in good faith with a view to agreeing such amendments to the financial covenants in Clause 21 (*Financial Covenants*) and the definitions used therein as may be necessary to ensure that the criteria for evaluating the Group's financial condition grant to the Lenders protection equivalent to that which would have been enjoyed by them had the relevant Obligor not adopted IFRS

or there had not been a change in Applicable GAAP, or the accounting practices or reference periods (subject to compliance with paragraph (b) above). Any amendments agreed will take effect on the date agreed between the Agent and the relevant Obligor subject to the consent of the Majority Lenders. If no such agreement is reached within 90 days of the relevant Obligor's request, the relevant Obligor will remain subject to the obligation to deliver the information specified in paragraph (c) of this Clause 20.3 and the financial covenants in Clause 21 (*Financial Covenants*) and the financial ratios to calculate the Margin shall be based on the information delivered.

20.4 **Information: miscellaneous**

The Borrower shall supply to the Agent (for distribution to the Lenders):

(a) all documents despatched by the Borrower to its shareholders (or any class of them) or its creditors generally at the same time as they are despatched (including, for the avoidance of doubt, information made available to the public through electronic means);

(b) within five days after the same are sent, copies of all financial statements and reports that the Borrower sends to the holders of any class of its debt securities (including, for the avoidance of doubt, copies made available to the public through electronic means);

(c) promptly upon becoming aware of them, the details of any litigation, arbitration, administrative proceedings or enforcement proceedings and any material tax related event or assessment which are current, or which, to the Borrower's knowledge after reasonable enquiry, are being threatened or are pending and are likely to be adversely determined against any member of the Group which, in the reasonable opinion of the Borrower, are not spurious or vexatious, and which might, if adversely determined, have a Material Adverse Effect;

(d) promptly, such further information as the Security Agent may reasonably require about the Charged Property and compliance of the Obligors with the terms of any Transaction Security Documents;

(e) promptly, such further information regarding the financial condition, assets and business of any Obligor or member of the Group as the Agent (or any Lender through the Agent) may reasonably request (including, but not limited to, information on Ratings, if such credit rating has not been publicly announced) other than any information the disclosure of which would result in a breach of any applicable law or regulation or confidentiality agreement entered into in good faith **provided that** the Borrower shall use reasonable efforts to be released from any such confidentiality agreement; and

(f) promptly upon becoming aware of them, the details of any Environmental Claim which is current, threatened or pending against any member of the Group which is referred to in Clause 22.12 (*Environmental Claims*) which are not spurious or vexatious, which are likely to be adversely determined against any member of the Group and which could reasonably be expected, if adversely determined, to have a Material Adverse Effect.

20.5 **Notification of Default**

(a) Each Obligor shall notify the Agent of any Default (and the steps, if any, being taken to remedy it) promptly upon becoming aware of its occurrence (unless that Obligor is aware that a notification has already been provided by another Obligor).

(b) Promptly upon a request by the Agent, the Borrower shall supply to the Agent a certificate signed by an Authorised Signatory on its behalf certifying that no Default is continuing (or if a Default is continuing, specifying the Default and the steps, if any, being taken to remedy it).

20.6 **"Know your client" checks**

(a) Each Obligor shall promptly, upon the request of the Agent or any Lender, and each Lender shall promptly upon the request of the Agent, supply, or procure the supply of, such documentation and other evidence as is reasonably requested by the Agent (for itself or on behalf of any Lender) or any Lender (for itself or on behalf of any prospective New Lender) in order for the Agent, such Lender or any prospective New Lender to carry out and be satisfied with the results of all necessary "know your client" or other checks, such as the checks required by the US Patriot Act (Title III of Pub. L. 107-55 (signed into law on 26 October 2001)) in relation to the identity of any person that it is required by law to carry out in relation to the transactions contemplated in the Finance Documents. For the avoidance of doubt, a Lender will have no obligation towards the Agent to evidence that it has complied with any "know your client" or similar checks in relation to the Obligors.

(b) The Borrower shall, by not less than five Business Days' written notice to the Agent, notify the Agent (which shall promptly notify the Lenders) of its intention to request that one of its Subsidiaries becomes an Additional Guarantor or Additional Security Provider pursuant to Clause 28 (*Changes to the Obligors*).

(c) Following the giving of any notice pursuant to paragraph (b) above, the Borrower shall promptly upon the request of the Agent or any Lender supply, or procure the supply of, such documentation and other evidence as is reasonably requested by the Agent (for itself or on behalf of any Lender) or any Lender (for itself or on behalf of any prospective New Lender) in order for the Agent, such Lender or any prospective New Lender to carry out and be satisfied with the results of all necessary "know your client" or other checks in relation to the identity of any person that it is required by law to carry out in relation to the accession of such Additional Guarantor or Additional Security Provider to this Agreement.

20.7 **FATCA Information**

(a) Subject to paragraph (c) below, each Party shall, within ten Business Days of a reasonable request by another Party:

(i) confirm to that other Party whether it is:

(A) a FATCA Exempt Party; or

(B) not a FATCA Exempt Party;

(ii) supply to that other Party such forms, documentation and other information relating to its status under FATCA as that other Party reasonably requests for the purposes of that other Party's compliance with FATCA;

(iii) supply to that other Party such forms, documentation and other information relating to its status as that other Party reasonably requests for the purposes of that other Party's compliance with any other law, regulation, or exchange of information regime.

(b) If a Party confirms to another Party pursuant to paragraph (a)(i) above that it is a FATCA Exempt Party and it subsequently becomes aware that it is not or has ceased to be a FATCA Exempt Party, that Party shall notify that other Party reasonably promptly.

(c) Paragraph (a) above shall not oblige any Finance Party to do anything, and paragraph (a)(iii) above shall not oblige any other Party to do anything, which would or might in its reasonable opinion constitute a breach of:

(i) any law or regulation;

(ii) any policy of that Finance Party;

(iii) any fiduciary duty; or

(iv) any duty of confidentiality.

(d) If a Party fails to confirm whether or not it is a FATCA Exempt Party or to supply forms, documentation or other information requested in accordance with paragraph (a)(i) or (ii) above (including, for the avoidance of doubt, where paragraph (c) above applies), then such Party shall be treated for the purposes of the Finance Documents (and payments under them) as if it is not a FATCA Exempt Party until such time as the Party in question provides the requested confirmation, forms, documentation or other information.

20.8 **Confirmation as to public information**

The Borrower will, by notice in writing to the Agent at the same time as any information is delivered to the Agent under the Finance Documents, confirm whether that information is publicly available information or not and any Lender that is unable to receive non-publicly available information will be able to elect, by making a declaration on the Designated Website (as defined in paragraph (a) of Clause 34.9 (*Use of websites*)) in accordance with the terms set out therein, not to receive any information confirmed by the Borrower to be non-publicly available information.

20.9 **Integrated Report**

The Borrower shall supply to the Agent, within 150 days after the end of the Borrower's Financial Years, the Borrower's Integrated Report (or extracts of it) for the preceding year in accordance with the terms of Schedule 17 (*Sustainability-Linked Loans – KPIs*).

20.10 **KPI Certificate**

The Borrower shall supply to the Agent, with each Integrated Report (or extracts of it) delivered pursuant to Clause 20.9 (*Integrated Report*) above, a single KPI Certificate in accordance with the terms of Schedule 17 (*Sustainability-Linked Loans – KPIs*).

21. FINANCIAL COVENANTS

21.1 **Financial definitions**

In this Agreement:

"**Capital Expenditure**" means any expenditure or obligation in respect of expenditure which, in accordance with Applicable GAAP of any person, on a consolidated basis, is treated either as a purchase of property, plant or equipment or as a right-of-use under a Lease. For the avoidance of doubt, the initial right-of-use amounts related to Leases recognised by the Borrower on a consolidated basis, upon the change in Applicable GAAP on 1 January 2019, will not be treated as capital expenditure.

"**Capital Stock**" means any and all shares, interests, participations or other equivalents (however designed) of capital stock of a corporation, any and all equivalent ownership interests in a person (other than a corporation) and any and all warrants, rights or options to purchase any of the foregoing.

"**Cash**" means the amount of "*Cash and cash equivalents*" as set out in the relevant line in the relevant financial statements as determined in accordance with Applicable GAAP.

"**Consolidated Coverage Ratio**" means, on any date of determination, the ratio of (a) Operating EBITDA for the one (1) year period ending on such date to (b) Consolidated Interest Expense for the one (1) year period ending on such date.

"**Consolidated Debt**" means, at any date, the sum (without duplication) of (a) the aggregate amount of all Debt of the Borrower and its Subsidiaries at such date, which shall include the amount of any recourse in respect of Inventory Financing permitted under paragraph (b)(iv) of the definition of Permitted Financial Indebtedness or any recourse in respect of Inventory Financing incurred by an Obligor, *plus* (b) to the extent not included in Debt, the aggregate net mark-to-market amount of all derivative financing in the form of equity swaps outstanding at such date (except to the extent such exposure is cash collateralised to the extent permitted under the Finance Documents).

"**Consolidated Funded Debt**" means, for any period, Consolidated Debt plus the aggregate amount of all financial obligations arising under any Leases recognised in the consolidated statement of financial position in accordance with Applicable GAAP of any person less the sum (without duplication) of (a) all obligations of such person to pay the deferred purchase price of property or services, (b) all obligations of such person with respect to product invoices incurred in connection with export financing and (c) all Cash.

"**Consolidated Interest Expense**" means, for any period, the sum of (a) the total gross cash and non cash interest expense of the Borrower and its consolidated Subsidiaries relating to Consolidated Funded Debt of such persons, (b) any amortisation or accretion of debt discount or any interest paid on Consolidated Funded Debt of the Borrower and its Subsidiaries in the form of additional Financial Indebtedness (but excluding any amortisation of deferred financing and debt issuance costs), (c) the net costs under Treasury Transactions in respect of interest rates (but excluding amortisation of fees), (d) any amounts paid in cash on preferred stock, and (e) any interest paid or accrued in respect of Consolidated Funded Debt without a maturity date, regardless of whether considered interest expense under Applicable GAAP of the Borrower.

"**Consolidated Leverage Ratio**" means, on any date of determination, the ratio of (a) Consolidated Funded Debt on such date to (b) Operating EBITDA for the one (1) year period ending on such date, with the resulting ratio then being adjusted by the Adjustment Amount.

For the purposes of this definition, the Adjustment Amount shall be:

(a) for so long as no written notice is provided by the Borrower pursuant to sub-paragraph (b) below, minus 0.10 which constitutes the Borrower's calculation as at the 2019 Amendment Effective Date on an unaudited pro forma basis of the difference between the Consolidated Leverage Ratio (x) calculated on the basis of the accounting principles and practices after the adoption of IFRS 16, calculated using the definitions in this Agreement in place as at the date of this Agreement, but considering all leases being added to Consolidated Funded Debt, and (y) calculated on the basis of the accounting principles and practices applying prior to the adoption of IFRS 16, and calculated using the definitions in this Agreement in place as at the date of this Agreement; or

(b) after the publication of the audited consolidated financial statements of the Borrower for the Financial Year ended 31 December 2018 prepared taking into account the effect of IFRS 16 (which shall be published with the audited consolidated financial statements of the Borrower for the Financial Year ended 31 December 2019), the Borrower shall, as soon as possible following the publication of those audited consolidated financial statements, recalculate the relevant Consolidated Leverage Ratios and the difference between them using the information in those audited consolidated financial statements, provide written notice to the Agent of the result of such calculations, and within 15 Business Days of the publication of those audited consolidated financial statements and, if the calculations yield a result that is different from minus 0.10, the result of that calculation (whether a positive or negative number) shall constitute the Adjustment Amount on an on-going basis.

"**Debt**" of any person means, without duplication:

(a) all obligations of such person for borrowed money;

(b) all obligations of such person evidenced by bonds, debentures, notes or other similar instruments, including perpetual bonds;

(c) the aggregate net mark-to-market of Treasury Transactions (except to the extent such exposure is cash collateralised to the extent permitted under, or not restricted by, the Finance Documents) of such person but excluding Treasury Transactions relating to the rate or price of energy or any commodity;

(d) all obligations of such person to pay the deferred purchase price of property or services, except trade accounts payable arising in the ordinary course of trading;

(e) [intentionally omitted];

(f) all Debt of others secured by Security on any asset of such person, up to the value of such asset;

(g) all obligations of such person with respect to product invoices incurred in connection with export financing;

(h) all obligations of such person under repurchase agreements for the stock issued by such person or another person;

(i) all obligations of such person in respect of Inventory Financing permitted under paragraph (b)(iv) of the definition of Permitted Financial Indebtedness or any obligations of an Obligor in respect of any similar Inventory Financing; and

(j) all guarantees of such person in respect of any of the foregoing,

provided, **however**, **that**:

(i) for the purposes of calculating the Consolidated Funded Debt element of the Consolidated Leverage Ratio, Relevant Convertible/Exchangeable Obligations (and any other outstanding hybrid bonds or convertible securities) shall be excluded from each of the foregoing paragraphs (a)) to (j) inclusive (**provided that**, in the case of outstanding Financial Indebtedness under any Subordinated Optional Convertible Securities (A) only the principal amount thereof shall be excluded and (B) such exclusion shall apply only for so long as such amounts remain subordinated in accordance with the terms of that definition);

(ii) for the avoidance of doubt, a Permitted Securitisation shall not be deemed to be Debt **except that** any recourse required as a result of the Relevant Legislation and which is not recourse over the collection of receivables and would, but for this provision, be treated as Debt will, to the extent of the required recourse under the Relevant Legislation, be counted as Debt;

(iii) for the avoidance of doubt, all performance bonds, guarantees, bonding, documentary or stand-by letters of credit, banker's acceptances or similar credit transactions, including reimbursement obligations in respect thereof, are not Debt until they are required to be funded;

(iv) the proceeds of any Permitted Financial Indebtedness shall, for the period of twelve Months from the date that such proceeds are credited to a Reserve in accordance with Clause 21.5 (*Reserve*) and for so long as such proceeds stand to the credit of such Reserve during that period, be deducted from the aggregate calculation of Debt resulting from this definition (without double counting where such proceeds are treated as Cash), except where the calculation of Debt is for the purposes of calculating the Consolidated Leverage Ratio to establish if:

(A) the conditions for the Covenant Reset Date have been satisfied; or

(B) the conditions set out in Clause 24.1 (*Release of Mexican Security Trust Agreement*) have been satisfied or Clause 24.2 (*Release of Transaction Security - other jurisdictions*) have been satisfied,

and, for the avoidance of doubt, for the purposes set out in paragraphs (A) and (B) above, the Borrower shall prepare the computations without the deduction specified in this paragraph (iv) and not be required to include it in that computation; and

(v) Leases shall not be treated as Debt.

"**Discontinued Operating EBITDA**" means, for any period, the sum for Discontinued Operations of (a) operating earnings before other (expenses) income, net, and (b) the depreciation and amortisation expense, in each case determined in accordance with Applicable GAAP of the Borrower consistently applied for such period.

"**Discontinued Operations**" means operations that are accounted for as discontinued operations pursuant to Applicable GAAP of the Borrower for which the Disposal of such assets has not yet occurred.

"**Ending Exchange Rate**" means the exchange rate at the end of a Reference Period for converting USD into Mexican pesos as used by the Borrower and its auditors in preparation of the Borrower's financial statements in accordance with Applicable GAAP of the Borrower.

"Financial Quarter" means the period commencing on the day after one Quarter Date and ending on the next Quarter Date.

"**Financial Year**" means the annual accounting period of the Borrower ending on or about 31 December in each year.

"**Lease**" means, as to any person, the obligations of such person under a contract, or part of a contract, that conveys the right to use an asset (the underlying asset) for a period of time in exchange for consideration. For the purposes of this Agreement, the amount of such obligations at any time shall be the lease-related liability amount thereof at such time recognised in the consolidated statement of financial position in accordance with Applicable GAAP of that person. For the avoidance of doubt, for purposes of this definition and its application to the Borrower, short-term and low-value leases as defined by the Borrower's policy under Applicable GAAP are excluded.

"**Material Acquisition**" means any (a) acquisition of property or series of related acquisitions of property that constitutes assets comprising all or substantially all of an operating unit, division or line of business or (b) acquisition of or other investment in the Capital Stock of any Subsidiary or any person which becomes a Subsidiary or is merged or consolidated with the Borrower or any of its Subsidiaries, in each case, which involves the payment of consideration by the Borrower and its Subsidiaries in excess of $100,000,000 (or the equivalent in other currencies).

"**Material Disposal**" means any Disposal of property or series of related Disposals of property that yields gross proceeds to the Borrower or any of its Subsidiaries in excess of $100,000,000 (or the equivalent in other currencies).

"**Operating EBITDA**" means, for any period, the sum for the Borrower and its Subsidiaries, determined on a consolidated basis of (x) operating earnings before other (expenses) income, net and (y) depreciation and amortisation expense, in each case determined in accordance with Applicable GAAP of the Borrower, subject to the adjustments herein, consistently applied for such period and adjusted for Discontinued Operating EBITDA as follows: if the amount of Discontinued Operating EBITDA is a positive amount, then Operating EBITDA shall increase by such amount, and if the amount of Discontinued Operating EBITDA is a negative amount, then Operating EBITDA shall decrease by the absolute value of such amount. For the purposes of calculating Operating EBITDA for any applicable period pursuant to any determination of the Consolidated Leverage Ratio (but not the Consolidated Coverage Ratio):

(a) if at any time during such applicable period the Borrower or any of its Subsidiaries shall have made:

(i) any Material Disposal, the Operating EBITDA for such applicable period shall be reduced by an amount equal to the Operating EBITDA (if positive) attributable to the property that is the subject of such Material Disposal for such applicable period (but when the Material Disposal is by way of lease, income received by the Borrower or any of its Subsidiaries under such lease shall be included in Operating EBITDA); and

(ii) any Material Acquisition, Operating EBITDA for such applicable period shall be calculated after giving *pro-forma* effect thereto as if such Material Acquisition had occurred on the first day of such applicable period,

and if since the beginning of such applicable period any person that subsequently shall have become a Subsidiary or was merged or consolidated with the Borrower or any of its Subsidiaries as a result of a Material Acquisition occurring during such applicable period shall have made any Material Disposal or Material Acquisition of property that would have required an adjustment

pursuant to sub-paragraph (i) or (ii) above if made by the Borrower or any of its Subsidiaries during such applicable period, Operating EBITDA for such period shall be calculated after giving *pro-forma* effect thereto as if such Material Disposal or Material Acquisition had occurred on the first day of such applicable period; and

(b) If and to the extent that any amount of Operating EBITDA is not reported in USD for any month in any Relevant Period, that amount of Operating EBITDA will be recalculated by multiplying each month's Operating EBITDA by the Ending Exchange Rate and dividing the amount obtained thereto by the exchange rate used by the Borrower in preparation of its monthly financial statements in accordance with Applicable GAAP of the Borrower to convert USD into Mexican pesos.

(c) For the avoidance of doubt, where, in relation to the calculation of Operating EBITDA for the Reference Periods ending 31 March 2019, 30 June 2019 and 30 September 2019 (both in the definition of Consolidated Leverage Ratio and Consolidated Coverage Ratio), the Operating EBITDA (or, to the extent relevant, Discontinued Operating EBITDA) as at 31 December 2018 is to be utilised, such Operating EBITDA (and, to the extent relevant, Discontinued Operating EBITDA) as at 31 December 2018 shall be calculated on the basis of the accounting principles and practices after the adoption of IFRS 16.

"**Quarter Date**" means each of 31 March, 30 June, 30 September and 31 December.

"**Reference Period**" means a period of four consecutive Financial Quarters.

"**Relevant Convertible/Exchangeable Obligations**" means:

(a) any Financial Indebtedness incurred by any person the terms of which provide that satisfaction of the principal amount owing under such Financial Indebtedness (whether on or prior to its maturity and whether as a result of bankruptcy, liquidation or other default by such person or otherwise) shall occur solely by delivery of shares or common equity securities in the Borrower or any other member of the Group; and

(b) any Financial Indebtedness under any Subordinated Optional Convertible Securities.

21.2 **Financial condition**

The Borrower shall ensure that:

(a) *Consolidated Coverage Ratio*: the Consolidated Coverage Ratio in respect of any Reference Period specified in column 1 below shall not be less than the ratio set out in column 2 below opposite that Reference Period.[30]

30 These amendments were included pursuant to the 2020 Amendment Agreement.

Column 1 Reference Period ending	Column 2 Ratio
30 June 2020	1.75:1
30 September 2020	1.75:1
31 December 2020	1.75:1
31 March 2021	1.75:1
30 June 2021	2.25:1
30 September 2021	2.25:1
31 December 2021	2.50:1
31 March 2022	2.50:1
30 June 2022	2.50:1
30 September 2022	2.50:1
31 December 2022 and each subsequent Reference Period	2.75:1

(b) *Consolidated Leverage Ratio*: the Consolidated Leverage Ratio in respect of any Reference Period specified in column 1 below shall not exceed the ratio set out in column 2 below opposite that Reference Period.[31]

Column 1 Reference Period ending	Column 2 Ratio
30 September 2020	6.25:1
31 December 2020	6.25:1
31 March 2021	6.25:1
30 June 2021	6.00:1
30 September 2021	5.75:1
31 December 2021	5.75:1
31 March 2022	5.75:1
30 June 2022	5.25:1
30 September 2022	5.25:1
31 December 2022	4.75:1
31 March 2023	4.75:1
30 June 2023 and each subsequent Reference Period	4.50:1

31 These amendments were included pursuant to the 2020 Amendment Agreement, as updated pursuant to the 2020 Further Amendment Agreement.

(c) *Capital Expenditure*: The aggregate Capital Expenditure of the Group (other than: (i) any Caliza Expansion Capital; (ii) any Centurion Expansion Capital; and (iii) subject to paragraph (f) below, any amount of Capital Expenditure that is funded from Relevant Proceeds (including any amount of Financial Indebtedness incurred which corresponds with any amount of Relevant Proceeds utilised to repay Financial Indebtedness)) in respect of (i) any Financial Year up to and including the Financial Year ended 31 December 2018 shall not exceed $1,000,000,000, and (ii) any Financial Year from and including the Financial Year ended 31 December 2019 shall not exceed $1,500,000,000 provided that the figure of $1,500,000,000 shall be replaced by the figure $1,200,000,000 until such time as the Borrower delivers a Compliance Certificate for two consecutive completed Reference Periods for which a Compliance Certificate was required to have been delivered under this Agreement showing the Consolidated Leverage Ratio to be equal to or less than 5.25:1.[32]

If in any Financial Year (the "**First Financial Year**") the amount of the Capital Expenditure of the Group is less than the maximum amount permitted for that Financial Year (the difference being referred to as the "**Unused Amount**"), then a portion of the Capital Expenditure incurred in the Financial Quarter immediately following the First Financial Year in an amount up to the Unused Amount will be treated for the purposes of this paragraph (c) as if it had been incurred in the First Financial Year.

(d) *Caliza Capital Expenditure*: in addition to the amount referred to in paragraph (c) above, the Caliza Group shall be entitled to incur Capital Expenditure in an aggregate amount (when aggregated with all other amounts of Caliza Expansion Capital then incurred but, subject to paragraph (f) below, excluding any amount of Capital Expenditure that is funded from Relevant Proceeds of the Caliza Group) not exceeding the Caliza Expansion Capital Permitted Limit over the life of the Facilities.[33]

(e) *Centurion Capital Expenditure*: in addition to the amount referred to in paragraph (c) above, the Centurion Group shall be entitled to incur Capital Expenditure in an aggregate amount (when aggregated with all other amounts of Centurion Expansion Capital then incurred but, subject to paragraph (f) below, excluding any amount of Capital Expenditure that is funded from Relevant Proceeds of the Centurion Group) not exceeding the Centurion Expansion Capital Permitted Limit over the life of the Facilities. [34]

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32 These amendments were included pursuant to the 2020 Amendment Agreement.
33 These amendments were included pursuant to the 2020 Amendment Agreement.
34 These amendments were included pursuant to the 2020 Amendment Agreement.

(f) *Limitation on use of certain Relevant Proceeds*: the provisions of paragraph (c), paragraph (d) and paragraph (e) above that permit the Borrower to exclude any amount of Capital Expenditure that is funded from Relevant Proceeds that are Caliza Proceeds, Centurion Proceeds, Disposal Proceeds or Permitted Put/Call Proceeds from falling within the limitations set out therein shall only apply on and from the date on which the Borrower delivers a Compliance Certificate for two consecutive completed Reference Periods for which a Compliance Certificate was required to have been delivered under this Agreement showing the Consolidated Leverage Ratio to be equal to or less than 5.25:1.[35]

21.3 **Financial testing**

The financial covenants set out in Clause 21.2 (*Financial condition*) shall be tested quarterly by reference to the Borrower's consolidated financial statements delivered pursuant to paragraphs (a) and (f) of Clause 20.1 (*Financial statements*) and/or each Compliance Certificate delivered pursuant to Clause 20.2 (*Compliance Certificate*).

21.4 **Accounting terms**

All accounting expressions which are not otherwise defined herein shall have the meaning ascribed thereto in Applicable GAAP of the Borrower.

21.5 **Reserve**

(a) The Borrower (and any of its Subsidiaries) may, at its election, create a reserve (a "**Reserve**") for the purpose of holding the proceeds of any Permitted Financial Indebtedness to be utilised by the Borrower or the relevant Subsidiary within a period of twelve Months of the date that such proceeds are so credited to such Reserve solely for the purpose of prepaying or repaying any Financial Indebtedness which constitutes Consolidated Funded Debt.

(b) If any proceeds of any Permitted Financial Indebtedness credited to a Reserve are not utilised to repay or prepay Financial Indebtedness as described, and within the time period set out, in paragraph (a) above, such proceeds which have not been so utilised at the end of that period must be applied in accordance with paragraph (e) below to prepay the Facilities at the Borrower's election on the last day of that period.

(c) For the avoidance of doubt, any proceeds of any Permitted Financial Indebtedness held in a Reserve are not required to be held in separate bank accounts and may be held in one or more bank account(s), in one or more currencies and documented by ledger entries only.

35 These amendments were included pursuant to the 2020 Amendment Agreement.

(d) The Borrower shall:

(i) notify the Agent in writing of any proceeds of any Permitted Financial Indebtedness credited to a Reserve and deliver a Reserve Certificate to the Agent detailing such proceeds (and, until such notice and Reserve Certificate are received by the Agent, no such proceeds shall be treated as credited to a Reserve); and

(ii) notify the Agent in writing of any proceeds of any Permitted Financial Indebtedness previously credited to a Reserve (as specified in a Reserve Certificate delivered for the purposes of paragraph (i) above) which have been used in repayment or prepayment of Financial Indebtedness as described in paragraph (a) above and deliver a Reserve Certificate to the Agent detailing such proceeds and the application thereof.

(e) If any proceeds of any Permitted Financial Indebtedness are (at the election of the Borrower) credited to a Reserve in accordance with this Clause, the Borrower shall (and shall ensure that any Subsidiary which has credited such proceeds to a Reserve will) use such proceeds to prepay or repay any Financial Indebtedness which constitutes Consolidated Funded Debt within a period of twelve Months of the date that such proceeds are so credited to such Reserve and, if at the end of that period any such proceeds have not been so applied, such proceeds shall be applied in immediate prepayment of the Facilities in accordance with Clause 8.8 (*Application of prepayments and cancellations*).

(f) In this Agreement:

"**Reserve Certificate**" means:

(i) for the purposes of paragraph (d)(i) above, a certificate signed by a Responsible Officer setting out the amount of proceeds from an incurrence of Permitted Financial Indebtedness that the Borrower (or any of its Subsidiaries) wishes to be applied to a Reserve in accordance with this Clause 21.5 (*Reserve*) and which has been actually credited to that Reserve; and

(ii) for the purposes of paragraph (d)(ii) above, a certificate signed by a Responsible Officer setting out the amount of proceeds from an incurrence of Permitted Financial Indebtedness standing to the credit of a Reserve that the Borrower (or any of its Subsidiaries) wishes to be applied in repayment or prepayment of Financial Indebtedness as described in paragraph (a) above and which is so applied.

22. GENERAL UNDERTAKINGS

The undertakings in this Clause 22 remain in force from the date of this Agreement for so long as any amount is outstanding under the Finance Documents or any Commitment is in force.

22.1 **Authorisations**

Each Obligor shall promptly:

(a) obtain, comply with and do all that is necessary to maintain in full force and effect; and

(b) supply certified copies to the Agent of,

any Authorisation required under any law or regulation of its jurisdiction of incorporation to enable it to perform its obligations under the Finance Documents and to ensure the legality, validity, enforceability or admissibility in evidence in its jurisdiction of incorporation of any Finance Document.

22.2 **Preservation of corporate existence**

Subject to Clause 22.8 (*Merger*), each Obligor shall (and the Borrower shall ensure that each of its Material Subsidiaries will), preserve and maintain its corporate existence and rights.

22.3 **Preservation of properties**

Each Obligor shall (and the Borrower shall ensure that each of its Material Subsidiaries will):

(a) maintain and preserve all of its properties that are used in the conduct of its business in good working order and condition, ordinary wear and tear excepted; and

(b) maintain, preserve and protect all Intellectual Property and all necessary governmental and third party approvals, franchises, licenses and permits, material to the business of the Borrower or its Subsidiaries,

provided neither paragraph (a) nor paragraph (b) shall prevent the Borrower or any of its Subsidiaries from discontinuing the operation and maintenance of any of its properties or allowing to lapse certain approvals, licenses or permits which discontinuance is desirable in the conduct of its business and which discontinuance could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

22.4 **Compliance with laws, regulations and contractual obligations**

(a) Each Obligor shall (and shall procure that each of its Subsidiaries will) comply in all respects with all laws and regulations to which it may be subject and all material contractual obligations to which it is a party or by which it or any of its property or assets is bound, in each case, if failure to comply would be likely to have a Material Adverse Effect.

(b) The Borrower and each Obligor shall (and shall procure that each of its respective Subsidiaries will) comply with all applicable requirements under ERISA and laws relating to IMSS, INFONAVIT, SAR laws or under other mandatory pension or retirement fund laws and will ensure that the levels of contribution to pension schemes are in accordance with all its and their material obligations under such schemes and generally under applicable laws (including ERISA) and regulations, except where such failure to comply or failure to make such contributions would not reasonably be expected to have a Material Adverse Effect.

(c) Each Dutch Obligor will comply with the Dutch FSA if failure to comply would be likely to have a Material Adverse Effect.

22.5 **Negative pledge**

The Borrower shall not and shall not permit any of its Subsidiaries:

(a) directly or indirectly, to create, incur, assume or permit to exist any Security on or with respect to any of its property or assets or those of any Subsidiary, whether now owned or held or hereafter acquired; or

(b) to:

(i) sell, transfer or otherwise dispose of any of its assets on terms whereby they are or may be leased to or re-acquired by an Obligor or any other member of the Group;

(ii) sell, transfer or otherwise dispose of any of its receivables on recourse terms;

(iii) enter into any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts; or

(iv) enter into any other preferential arrangement having a similar effect,

in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness or of financing the acquisition of an asset (such arrangement or transaction being "**Quasi-Security**"),

other than the following Security and Quasi-Security ("**Permitted Security**"):

(A) Security for taxes, assessments and other governmental charges the payment of which is being contested in good faith by appropriate proceedings promptly initiated and diligently conducted and for which such reserves or other appropriate provision, if any, as shall be required by Applicable GAAP of the Borrower shall have been made;

(B) Security granted pursuant to or in connection with any netting or set-off arrangements entered into in the ordinary course of trading (including, for the avoidance of doubt, any cash pooling or cash management arrangements in place with a bank or financial institution falling within paragraph (b)(ix) of the definition of Permitted Financial Indebtedness or any similar Financial Indebtedness incurred by an Obligor);

(C) statutory liens of landlords and liens of carriers, warehousemen, mechanics and materialmen incurred in the ordinary course of business for sums not yet due or the payment of which is being contested in good faith by appropriate proceedings promptly initiated and diligently conducted and for which such reserves or other appropriate provision, if any, as shall be required by Applicable GAAP of the Borrower shall have been made;

(D) liens incurred or deposits made in the ordinary course of business in connection with (1) workers' compensation, unemployment insurance and other types of social security, or (2) other insurance maintained by the Group in accordance with Clause 22.10 (*Insurance*);

(E) any attachment or judgment lien, unless the judgment it secures shall not, within 60 days after the entry thereof, have been discharged or execution thereof stayed pending appeal, or shall not have been discharged within 60 days after the expiration of any such stay;

(F) Security and Quasi-Security existing as at 30 June 2017 as described in Schedule 11 (*Existing Security and Quasi-Security*) and any equivalent Security and Quasi-Security in relation to any Financial Indebtedness that is refinancing or replacing any Financial Indebtedness over which Security or Quasi-Security is in place described in Schedule 11 (*Existing Security and Quasi-Security*) **provided that** the principal amount secured thereby is not increased (save that principal amounts secured by Security or Quasi-Security in respect of:

(1) Treasury Transactions where there are fluctuations in the mark-to-market exposures of those Treasury Transactions; and

(2) Financial Indebtedness where principal may increase by virtue of capitalisation of interest,

may be increased by the amount of such fluctuations or capitalisations, as the case may be);

(G) any Security or Quasi-Security permitted by the Agent, acting on the instructions of the Majority Lenders;

(H) any Security created or deemed created pursuant to a Permitted Securitisation;

(I) any Security or Quasi-Security granted in connection with any Treasury Transaction, excluding any Treasury Transaction described in Schedule 11 (*Existing Security and Quasi-Security*), that constitutes Permitted Financial Indebtedness **provided that** the aggregate value of the assets that are the subject of such Security or Quasi-Security does not exceed $200,000,000 (or its equivalent in other currencies) at any time;

(J) Security or Quasi-Security granted or arising over receivables, inventory, plant or equipment that fall within paragraph (b) (iv) of the definition of Permitted Financial Indebtedness or any similar Financial Indebtedness incurred by an Obligor;

(K) the Transaction Security including, for the avoidance of doubt, any sharing in the Transaction Security referred to in paragraph (a) of the definition of Permitted Financial Indebtedness;

(L) any Security or Quasi Security over bank accounts arising under clause 24 or clause 25 of the general terms and conditions (*algemene bankvoorwaarden*) of any member of the Dutch Bankers' Association (*Nederlandse Vereniging van Banken*);

(M) any Security or Quasi-Security that is created or deemed created on shares of the Borrower or, as the case may be, Caliza, Centurion or, as applicable, any member of the Trinidad Cement Group, pursuant to an obligation in respect of an Executive Compensation Plan by virtue of such shares being held on trust for the holders of the convertible securities pending exercise of any conversion option, where such Quasi-Security is customary for such transaction;

(N)

(1) any Security or Quasi-Security granted over assets of the Caliza Group in connection with any Permitted Financial Indebtedness referred to in paragraph (b)(xiii) of that definition or any similar Financial Indebtedness incurred by an Obligor; or

(2) any Security or Quasi-Security granted over assets of the Centurion Group in connection with any Permitted Financial Indebtedness referred to in paragraph (b)(xiv) of that definition or any similar Financial Indebtedness incurred by an Obligor;

(O) in addition to the Security and Quasi-Security permitted by the foregoing paragraphs (A) to (N) (and (P) below), Security or Quasi-Security securing indebtedness of the Borrower and its Subsidiaries (taken as a whole) not in excess of $500,000,000; or

(P) Security or Quasi-Security granted in connection with or arising out of a Lease, provided that such Security or Quasi-Security is over the right to use the asset or equipment that is the subject of the Lease pursuant to the terms of the Lease, or the rights of the relevant member of the Group over the asset or equipment which is the subject of the Lease.

22.6 **Financial Indebtedness**

(a) Except as permitted under paragraph (b) below, the Borrower shall ensure that no member of the Group will incur or allow to remain outstanding any Financial Indebtedness. For the avoidance of any doubt, any Obligor may incur and allow to remain outstanding any Financial Indebtedness whatsoever without restriction as provided under paragraph (a) of the definition of Permitted Financial Indebtedness.

(b) Paragraph (a) above does not apply to Financial Indebtedness which is Permitted Financial Indebtedness, Permitted Security, a Permitted Guarantee or Financial Indebtedness constituting (or incurred pursuant to) a Permitted Transaction.

22.7 **Subordinated Optional Convertible Securities**

The Borrower may only (and shall ensure that each relevant member of the Group may only) prepay any Financial Indebtedness arising from the issuance of Subordinated Optional Convertible Securities prior to its stated maturity with (i) the proceeds of another issuance of Subordinated Optional Convertible Securities and/or (ii) Permitted Fundraising Proceeds.

22.8 **Merger**

No Obligor shall (and the Borrower shall ensure that none of its Subsidiaries will) enter into any amalgamation, demerger, merger, *fusión*, *escisión* or other corporate reconstruction (a "**Reconstruction**") where (i) as a result the then existing Ratings of the Borrower would be downgraded or the Outlook would as a result of the Reconstruction be negative, in each case at the date of announcement of the relevant Reconstruction; (ii) a Default shall have occurred and be continuing at the time of such Reconstruction or would result therefrom or (iii) the resulting entity, if it is not an Obligor, does not assume the obligations of the Obligor that is the subject of the merger.

22.9 **Change of business**

The Borrower shall procure that no substantial change is made to the general nature of the business of the Borrower and the Obligors (taken as a whole) from that carried on at the date of this Agreement.

22.10 **Insurance**

The Obligors (other than a Security Provider that is not also the Borrower or a Guarantor) shall (and the Borrower shall ensure that each of its Material Subsidiaries will) maintain insurances on and in relation to its business and assets with reputable underwriters or insurance companies against those risks and to the extent as is usual for companies carrying on the same or substantially similar business where such insurance is available on reasonable commercial terms.

22.11 **Environmental Compliance**

The Borrower shall (and the Borrower shall ensure that each of its Subsidiaries will) comply in all material respects with all Environmental Laws and obtain and maintain any Environmental Permits and take all reasonable steps in anticipation of known or expected future changes to or obligations under the same, in each case where failure to do so might reasonably be expected to have a Material Adverse Effect.

22.12 **Environmental Claims**

The Borrower shall inform the Agent in writing as soon as reasonably practicable upon becoming aware of the same:

(a) if any Environmental Claim has been commenced or (to the best of the Borrower's knowledge and belief) is threatened against any member of the Group which is likely to be determined adversely to the member of the Group; or

(b) of any facts or circumstances which will or are reasonably likely to result in any Environmental Claim being commenced or threatened against any member of the Group,

where the claim would be reasonably likely, if determined against that member of the Group, to have a Material Adverse Effect.

22.13 **Anti-corruption law**

(a) No Obligor shall directly or, to the knowledge of such Obligor, indirectly use the proceeds of the Facilities for any purpose which would breach the Bribery Act 2010, the United States Foreign Corrupt Practices Act of 1977 or other similar legislation in other jurisdictions.

(b) The Borrower shall maintain policies and procedures designed to promote and achieve compliance by the Obligors with applicable anti-corruption, anti-bribery and anti-money laundering laws and regulations.

22.14 **Sanctions**

No Obligor shall directly or, to the knowledge of such Obligor, indirectly use the proceeds of the Facilities (or lend, contribute or otherwise make available such proceeds to any person):

(a) to directly fund or facilitate any activities or business (i) of, with or related to (or otherwise make funds available to or for the benefit of) any person, who is a designated target of or who is otherwise the subject of Sanctions or (ii) in any country or territory that is a Sanctioned Country, each as of the time of such funding; or

(b) in any manner or for any purpose that is prohibited by Sanctions:

(i) applicable to such Obligor; or

(ii) that would result in a violation of Sanctions by any Obligor,

provided that this undertaking is not made to or for the benefit of any Finance Party or any director, officer or employee thereof to the extent that this provision would expose that Finance Party or any director, officer or employee thereof to liability under any applicable anti-boycott law, regulation or statute.

22.15 **Transactions with Affiliates**

Each Obligor shall (and the Borrower shall ensure that its Subsidiaries will) ensure that any transactions with respective Affiliates (other than a Permitted Reorganisation) are on terms that are fair and reasonable and no less favourable to such Obligor or such Subsidiary than it would obtain in a comparable arm's length transaction with a person not an Affiliate (and, if applicable, in accordance with any requirement of law such as the Mexican Security Market Law (*Ley del Mercado de Valores*)).

22.16 **Pari passu ranking**

Each Obligor shall ensure that at all times its payment obligations under the Finance Documents rank at least *pari passu* with the claims of all its other unsecured and unsubordinated creditors, except for obligations mandatorily preferred by law or regulation applying to companies generally from time to time.

22.17 **Payment restrictions affecting Subsidiaries**

(a) Except as permitted under paragraph (b) below, the Borrower shall not enter into or suffer to exist, or permit any of its Subsidiaries to enter into or suffer to exist, any agreement or arrangement (other than any Finance Document) directly limiting the ability of any of its Subsidiaries to:

(i) declare or pay dividends or other distributions in respect of its or their respective equity interests in a Subsidiary, except any agreement or arrangement entered into by a person prior to such person becoming a Subsidiary, in which case the Borrower shall use its reasonable endeavours to remove such limitations. If, however, such limitations are reasonably likely to affect the ability of any Obligor to satisfy its payment obligations under this Agreement, the Borrower shall use its best endeavours to remove such limitations as soon as possible; or

(ii) repay or capitalise any intercompany indebtedness owed by any Subsidiary to any Obligor and, for the avoidance of doubt, subordination provisions shall not be considered a limitation for the purpose of this Clause 22.17.

(b) The provision of paragraph (a) above shall not restrict:

(i) any agreements or arrangements that are binding upon any person in connection with a Permitted Securitisation and any agreement or arrangement that limits the ability of any Subsidiary of the Borrower that transfers receivables and related assets pursuant to a Permitted Securitisation to distribute or transfer receivables and related assets **provided that**, in each case, all such agreements and arrangements are customarily required by the institutional sponsor or arranger of such Permitted Securitisation in similar types of documents relating to the purchase of receivables and related assets in connection with the financing thereof;

(ii) customary provisions in Joint Venture agreements relating to dividends or other distributions in respect of such Joint Venture or the securities, assets or revenues of such Joint Venture;

(iii) restrictions on distributions applicable to Subsidiaries of the Borrower that are the subject of agreements to sell or otherwise dispose of the stock or assets of such Subsidiaries pending such sale or other disposition;

(iv) any repayments of intercompany indebtedness owed by Caliza to the Borrower or any other member of the Group;

(v) (subject to such Financial Indebtedness being Permitted Financial Indebtedness, and there being no other requirements restricting the same) entry by any member of the Caliza Group into a working capital facility the terms of which limit the amount of dividends or other distributions as referred to in paragraph (a) above or the amount of repayments or capitalisation of intercompany indebtedness as referred to in paragraph (a)(ii) above which may be made (in each case) by Caliza to any member of the Group at any time;

(vi) any repayments of intercompany indebtedness owed by Centurion to the Borrower or any other member of the Group;

(vii) (subject to such Financial Indebtedness being Permitted Financial Indebtedness, and there being no other requirements restricting the same) entry by any member of the Centurion Group into a working capital facility the terms of which limit the amount of dividends or other distributions as referred to in paragraph (a) above or the amount of repayments or capitalisation of intercompany indebtedness as referred to in paragraph (a)(ii) above which may be made (in each case) by Centurion to any member of the Group at any time;

(viii) any repayments of intercompany indebtedness owed by a member of the Trinidad Cement Group to the Borrower or any other member of the Group; or

(ix) (subject to such Financial Indebtedness being Permitted Financial Indebtedness, and there being no other requirements restricting the same) entry by any member of the Trinidad Cement Group into a working capital facility the terms of which limit the amount of dividends or other distributions as referred to in paragraph (a) above or the amount of repayments or capitalisation of intercompany indebtedness as referred to in paragraph (a)(ii) above which may be made (in each case) by a member of the Trinidad Cement Group to any member of the Group at any time.

22.18 **Notification of adverse change in Ratings**

The Borrower shall promptly notify the Agent of any change in its Ratings or Outlook.

22.19 **Acquisitions**

(a) Except as permitted under paragraph (b) below, no Obligor shall (and the Borrower shall ensure that no other member of the Group will) acquire a company or any shares or securities or a business or undertaking (or, in each case, any interest in any of them).

(b) Paragraph (a) above does not apply to an acquisition of a company, of shares, securities or a business or undertaking (or, in each case, any interest in any of them) or the incorporation of a company which is a Permitted Acquisition, a Permitted Joint Venture or a Permitted Transaction.

22.20 **Joint ventures**

(a) Except as permitted under paragraph (b) below, no Obligor shall (and the Borrower shall ensure that no member of the Group will):

(i) enter into, invest in or acquire (or agree to acquire) any shares, stocks, securities or other interest in any Joint Venture; or

(ii) transfer any assets or lend to or guarantee or give an indemnity for or give Security for the obligations of a Joint Venture or maintain the solvency of or provide working capital to any Joint Venture (or agree to do any of the foregoing).

(b) Paragraph (a) above does not apply to the entry into any Joint Venture, any acquisition of (or agreement to acquire) any interest in a Joint Venture or transfer of assets (or agreement to transfer assets) to a Joint Venture or loan made to or guarantee or indemnity or Security given in respect of the obligations of a Joint Venture if such transaction is a Permitted Acquisition, a Permitted Transaction, a Permitted Disposal, a Permitted Loan, Permitted Security or a Permitted Joint Venture.

22.21 **Disposals**

No Obligor shall (and the Borrower shall ensure that no member of the Group will) enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary to sell, lease, transfer or otherwise dispose of any asset unless such disposal constitutes a Permitted Disposal or a Permitted Transaction.

22.22 **Arm's length basis**

(a) Except as permitted by paragraph (b) below, no Obligor shall (and the Borrower shall ensure no member of the Group will) enter into any transaction with any person except on arm's length terms and for full market value.

(b) The following transactions shall not be a breach of this Clause 22.22:

(i) intra-Group loans permitted under Clause 22.23 (*Loans or credit*);

(ii) any Permitted Reorganisation or Permitted Transaction.

22.23 **Loans or credit**

(a) Except as permitted under paragraph (b) below, no Obligor shall (and the Borrower shall ensure that no member of the Group will) be a creditor in respect of any Financial Indebtedness.

(b) Paragraph (a) above does not apply to:

(i) a Permitted Loan; or

(ii) a Permitted Transaction.

22.24 **No Guarantees or indemnities**

(a) Except as permitted under paragraph (b) below, the Borrower shall ensure that no member of the Group will incur or allow to remain outstanding any guarantee in respect of any obligation of any person.

(b) Paragraph (a) does not apply to a guarantee which is:

(i) a Permitted Guarantee; or

(ii) a Permitted Transaction.

22.25 **Dividends and share redemption**

(a) Except as permitted under paragraph (b) below, no Obligor shall (and the Borrower shall ensure that no other member of the Group will):

(i) declare, make or pay any dividend, charge, fee or other distribution (or interest on any unpaid dividend, charge, fee or other distribution) (whether in cash or in kind) on or in respect of its share capital (or any class of its share capital);

(ii) repay or distribute any dividend or share premium reserve;

(iii) pay or allow any member of the Group to pay any management, advisory or other fee to or to the order of any of its shareholders; or

(iv) redeem, repurchase, defease, retire or repay any of its share capital or resolve to do so,

other than, in each case, in connection with the entry into or performance of obligations or distribution or settlement under any Permitted Put/Call Transaction or, in the case of sub-paragraph (iv) above, in connection with the entry into or performance of obligations or distribution or settlement under any Caliza Offering Option, any Centurion Offering Option or any Trinidad Cement Group Offering Option.

(b) Paragraph (a) above does not apply to:

(i) a Permitted Distribution;

(ii) a Permitted Acquisition; or

(iii) a Permitted Transaction (other than one referred to in paragraph (d) of the definition of that term).

22.26 **Share capital**

No Obligor shall (and the Borrower shall ensure no member of the Group will) issue any shares except pursuant to:

(a) a Permitted Share Issue;

(b) a Permitted Distribution;

(c) a Permitted Transaction; and

(d) a Permitted Exchange.

22.27 **Treasury Transactions**

No Obligor shall (and the Borrower will procure that no members of the Group will) engage in any Treasury Transaction, other than for the purpose of managing a specific risk associated with an asset, liability, income or expense owned, incurred, earned or made (or reasonably likely to be owned, incurred, earned or made) by a member of the Group, provided that they are not entered into for speculative purposes. For the avoidance of any doubt, any Treasury Transaction entered into by a member of the Group in connection with or to facilitate a Permitted Share Buy-back shall be permitted and shall not be treated as being entered into for speculative purposes.

22.28 **Transaction Security**

The Borrower will ensure that, under the Transaction Security Documents, save as a result of the operation of Clause 24 (*Automatic Release of Transaction Security*), the Lenders have Transaction Security over:

(a) all of the shares in each entity that is a direct or indirect shareholder in CEMEX España (except (i) CEMEX Trading LLC, Sunbelt Trading, SRL and Sunbelt-Re Limited; and (ii) the single share held by a minority shareholder that is a member of the Group in each Mexican company whose shares are the subject of Transaction Security; and[36]

(b) all of the shares in CEMEX España (except (i) up to 0.3250% of the issued share capital, being shares owned by CEMEX España; and (ii) up to 0.1750% of the issued share capital, being shares owned by persons that are not members of the Group),[37]

such Transaction Security to be, in each case, in substantially the form of the Transaction Security referred to in paragraph 3 (*Transaction Security Documents*) of Part I of Schedule 2 (*Conditions Precedent*) granted in the jurisdiction of incorporation or establishment of the company whose shares are the subject of the Transaction Security or, where there is no Transaction Security referred to in paragraph 3 (*Transaction Security Documents*) of Part I of Schedule 2 (*Conditions Precedent*) granted in such jurisdiction, in form and substance satisfactory to the Agent (acting reasonably).

22.29 **Further assurance**

(a) Each Obligor shall (and the Borrower shall procure that each member of the Group will) promptly do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Security Agent may reasonably specify (and in such form as the Security Agent may reasonably require in favour of the Security Agent or its nominee(s)):

(i) to perfect the Security created or intended to be created under or evidenced by the Transaction Security Documents (which may include the execution of a mortgage, security trust, charge, assignment or other Security over all or any of the assets which are, or are intended to be, the subject of the Transaction Security) or for the exercise of any rights, powers and remedies of the Security Agent or the Finance Parties provided by or pursuant to the Finance Documents or by law

(directly, through the Agent or Security Agent, through any sub-agent appointed thereby or otherwise);

(ii) to confer on the Security Agent (or confer on the Finance Parties) Security over any property and assets of that Obligor located in any jurisdiction equivalent or similar to the Security intended to be conferred by or pursuant to the Transaction Security Documents; and/or

(iii) to facilitate the realisation of the assets which are, or are intended to be, the subject of the Transaction Security.

(b) Each Obligor shall (and the Borrower shall procure that each member of the Group shall) take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Security Agent or the Finance Parties by or pursuant to the Finance Documents.

36 These amendments were included pursuant to the 2020 Amendment Agreement.
37 These amendments were included pursuant to the 2020 Amendment Agreement.

22.30 **Payment of Obligations**

The Borrower will pay and discharge, and cause each of its Subsidiaries to pay and discharge, before the same shall become delinquent, (a) all taxes, assessments and governmental charges or levies assessed, charged or imposed upon it or upon its property and (b) all lawful claims that, if unpaid, might by law become a Security upon its property, except where the failure to make such payments or effect such discharges could not reasonably be expected to have a Material Adverse Effect, **provided**, **however**, **that** neither Borrower nor any of its Subsidiaries shall be required to pay or discharge or cause to be paid or discharged any such tax, assessment, charge or claim that is being contested in good faith and proper proceedings and as to which appropriate reserves are being maintained in accordance with Applicable GAAP of the Borrower, unless and until any Security resulting therefrom attaches to its property and becomes enforceable against its other creditors.

22.31 **Margin regulations**

The Borrower shall not use any part of the proceeds of the Utilisations for any purpose which would result in any violation (whether by the Borrower, the Agent or the Lenders) of Regulation T, U or X of the Board of Governors of the Federal Reserve System or to extend credit to others for any such purpose. The Borrower shall not engage in, or maintain as one of its important activities, the business of extending credit for the purpose of purchasing or carrying any margin stock (as defined in such regulations).

22.32 **Caliza and Centurion**

(a) The Borrower shall if it owns (directly or indirectly) any shares in Caliza, ensure that:

(i) it has the power to:

(A) cast, or control the casting of, at least 51% of the maximum number of votes that might be cast at a general meeting of Caliza; and

(B) appoint or remove all, or the majority, of the directors or other equivalent officers of Caliza; and

(ii) it has the right to receive at least 51% of all dividends and other distributions in respect of equity interests in Caliza.

(b) The Borrower shall if it owns (directly or indirectly) any shares in Centurion, ensure that:

(i) it has the power to:

(A) cast, or control the casting of, at least 51% of the maximum number of votes that might be cast at a general meeting of Centurion; and

(B) appoint or remove all, or the majority, of the directors or other equivalent officers of Centurion; and

(ii) it has the right to receive at least 51% of all dividends and other distributions in respect of equity interests in Centurion.

22.33 **Swiss restrictions on Facilities**

The Borrower shall not (and shall ensure that no other member of the Group will) permit that any proceeds of the Facilities be remitted, directly or indirectly, to any Swiss tax resident company or Swiss tax resident permanent establishment, where this remittance could be viewed as a use of such proceeds in Switzerland (whether through an intercompany loan or advance by any other Group entities or otherwise) as per the practice of the Swiss Federal Tax Administration, unless the Swiss Federal Tax Administration confirms in a written advance tax ruling (based on a fair description of the fact pattern in the tax ruling request made by the Borrower or other relevant member of the Group) that such use of proceeds in Switzerland does not lead to Swiss withholding tax becoming due on or in respect of a Facility or any part thereof.

22.34 **Conditions subsequent**

(a) The Borrower shall appear (and ensure that each member of the Group party to the relevant document appears) before a notary in Spain for the purpose of raising this Agreement, the document described at paragraph 3(a)(i) of Part I (*Initial Conditions Precedent*) of Schedule 2 and any document required for the Borrower and each Original Guarantor to accede to the Intercreditor Agreement to the status of a Spanish Public Document on or before the date falling 10 Business Days after the date of this Agreement.

(b) On or before the first Utilisation Date, the Borrower shall execute and appear before a notary in Mexico (and shall ensure that each member of the Group party thereto executes and appears before a notary in Mexico) the amendment and restatement agreement substantially in the form distributed to the Original Lenders prior to the date of this Agreement and otherwise in form and substance satisfactory to the Security Agent relating to the Mexican Security Trust Agreement.

(c) The Borrower shall ensure that, on or before the date falling 30 Business Days after the date of this Agreement, the Security Agent has received evidence in form and substance satisfactory to it of the registration of the Transaction Security Document referred to in paragraph (a) above with the *Registro Único de Garantías Mobiliarias* of Mexico.

(d) The Borrower shall (and shall ensure that each member of the Group party to the relevant document will), upon the request of the Agent, appear before a notary in Spain for the purpose of raising to the status of a Spanish Public Document:

(i) any Accession Letter; and

(ii) any other Finance Document (or other document required in connection with a Finance Document) that the Agent may reasonably request be raised to the status of a Spanish Public Document,

provided that (unless the Borrower otherwise agrees) the Agent may not request that any member of the Group appear before a notary:

(A) on a date falling less than 30 days after the date of the request; and

(B) (where the Lenders are also required to appear before the notary in relation to a document) unless Lenders representing at least 80 per cent. of the Total Commitments (or such lesser number as would represent the remainder of the Lenders that have yet to appear in relation to the document) will also appear before the notary at the same time.

(e) In the case of the 8,424,037 shares owned by the Borrower (and formerly owned by CEMEX Inc.) representing 0.4326% of the issued share capital of Cemex Innovation Holding Ltd (formerly named CEMEX TRADEMARKS HOLDING Ltd.), the Borrower shall, in accordance with the relevant Transaction Security Document, grant Transaction Security over such shares following the issuance of a new share certificate.

22.35 **Intercreditor Agreement**

(a) The Borrower shall procure, on or before (and with effect on and from) the 2017 Amendment Intercreditor Effective Date, the amendment and restatement of the Intercreditor Agreement.

(b) The Finance Parties authorise the Agent and Security Agent (as applicable) to effect the amendment of the Intercreditor Agreement pursuant to paragraph (a) and any related amendments to the Finance Documents.

23. **COVENANT RESET DATE**

On or after the Covenant Reset Date this Agreement shall, if the Borrower so elects by written notice to the Agent, automatically be amended as follows:

(a) The definition of "**Majority Lenders**" shall be amended so that to the words "66⅔ % or more" shall in (both places where it appears) be replaced with "more than 50%".

(b) Paragraph (l) of the definition of Permitted Acquisition in Clause 1.1 (*Definitions*) shall be deleted and replaced by the following:

"(l) any other acquisition of a company, of shares, securities or a business or undertaking (or, in any case, any interest in any of them) **provided that** the Borrower has delivered to the Agent a certificate signed by an Authorised Signatory confirming that, on a *pro forma* basis, assuming that the Acquisition had been made immediately prior to the first day of the most recent Reference Period for which a Compliance Certificate has been or is required to have been delivered under this Agreement, the Borrower would have been in compliance with the financial covenant in paragraph (b) of Clause 21.2 (*Financial condition*) as at the last day of the most recent Reference Period for which a Compliance Certificate has been or is required to have been delivered under this Agreement;"

(c) Paragraph (o) of the definition of Permitted Acquisition in Clause 1.1 (*Definitions*) shall be deleted and replaced by the following:

"(o) the acquisition or repurchase by the Borrower, Caliza, Centurion or any member of the Trinidad Cement Group of its own shares provided that, in the case of the Borrower, the aggregate nominal value of any shares acquired or repurchased by it in any Financial Year pursuant to this paragraph (o) does not exceed the greater of (A) $250,000,000 (or its equivalent) and (B) the accumulated amount of "controlling interest net income" on and from 1 January 2016 minus the accumulated amount of cash dividends paid, and share repurchases made, since that date;"

(d) Paragraph (b)(xv) of the definition of Permitted Financial Indebtedness in Clause 1.1 (*Definitions*) shall be deleted and replaced by the following:

"(xv) not permitted by the preceding paragraphs or as a Permitted Transaction and the outstanding principal amount of which does not exceed $1,000,000,000 (or its equivalent) in aggregate for members of the Group which are not Obligors at any time."

(e) In paragraph (b)(xi) of the definition of Permitted Guarantee in Clause 1.1 (*Definitions*) the figure "$500,000,000" shall be deleted and replaced with "$1,000,000,000":

(f) In paragraph (j) of the definition of Permitted Loan in Clause 1.1 (*Definitions*), the figure "$250,000,000" shall be deleted and replaced with "$500,000,000".

(g) Paragraph (a) (*Consolidated Coverage Ratio*) of Clause 21.2 (*Financial condition*) shall be deleted and replaced by the following:

"(a) Consolidated Coverage Ratio: the Consolidated Coverage Ratio in respect of any Reference Period shall not be less than 2.75:1."

(h) Paragraph (b) (*Consolidated Leverage Ratio*) of Clause 21.2 (*Financial condition*) shall be deleted and replaced by the following:

"(b) Consolidated Leverage Ratio: the Consolidated Leverage Ratio in respect of any Reference Period shall not exceed 4.25:1."

(i) Paragraphs (c) (*Capital Expenditure*), (d) (*Caliza Capital Expenditure*) and (e) (*Centurion Capital Expenditure*) of Clause 21.2 (*Financial condition*) shall be deleted, and there shall be no limit on such Capital Expenditure.

(j) In paragraph (b)(O) of Clause 22.5 (*Negative pledge*), the figure "$500,000,000" shall be deleted and replaced by "five per cent. of the total consolidated gross assets of the Group at that time."

(k) Clause 22.20 (*Joint ventures*) shall be deleted and replaced with the following:

"Any member of the Group may:

(a) enter into, invest in or acquire (or agree to acquire) any shares, stocks, securities or other interest in any Joint Venture; or

(b) transfer any assets or lend to or guarantee or give an indemnity for or give Security for the obligations of a Joint Venture or maintain the solvency of or provide working capital to any Joint Venture (or agree to do any of the foregoing)."

(l) Clause 22.25 (*Dividends and share redemption*) shall be deleted and replaced with the following:

"22.25 **Dividends and share redemption**

The Borrower shall not, in any Financial Year:

(a) declare, make or pay any dividend, charge, fee or other distribution (or interest on any unpaid dividend, charge, fee or other distribution) (whether in cash or in kind) on or in respect of its share capital (or any class of its share capital);

(b) repay or distribute any dividend or share premium reserve;

(c) pay any management, advisory or other fee to or to the order of any of its shareholders; or

(d) redeem, repurchase, defease, retire or repay any of its share capital or resolve to do so,

if the aggregate of any such amounts paid in that Financial Year would exceed the greater of (i) $250,000,000 and (ii) the accumulated amount of "controlling interest net income" on and from 1 January 2016 minus the accumulated amount of cash dividends paid, and share repurchases made, since that date."

(m) Clause 22.26 (*Share capital*) shall be deleted and replaced with the following:

"Any member of the Group may issue shares whether common equity securities or otherwise."

24. AUTOMATIC RELEASE OF TRANSACTION SECURITY

24.1 Release of Mexican Security Trust Agreement

Notwithstanding any term in the Intercreditor Agreement to the contrary, on the first Business Day falling after the date of this Agreement on which all of the following conditions are met:

(a) either:

(i) for the two most recently completed Reference Periods in respect of which Compliance Certificates have been (or are required to have been) delivered under this Agreement, the Consolidated Leverage Ratio was 3.50:1 or lower; or

(ii) for the three most recently completed Reference Periods in respect of which Compliance Certificates have been (or are required to have been) delivered under this Agreement, the Consolidated Leverage Ratio for the first and third of those Reference Periods was 3.50:1 or lower and in the second Reference Period would have been 3.50:1 or lower but for the proceeds of any Permitted Financial Indebtedness standing to the credit of a Reserve being included in the definition of Debt as described in paragraph (iv) of that definition; and

(b) the Borrower has delivered a certificate (signed by an Authorised Signatory and dated no earlier than the date of most recent Compliance Certificate referred to in paragraph (a)(i) or, as applicable, (a)(ii) above) confirming that no Default is continuing at the date of that certificate,

provided that no other unsubordinated Financial Indebtedness of the Borrower shall benefit from the Mexican Security Trust Agreement, and (subject to receipt of written notice from the Agent in accordance with Clause 24.3 (*Notification by Agent*) below) the Security Agent is irrevocably authorised (at the cost of the relevant Obligor, Security Provider or the Borrower and without any consent, sanction, authority or further confirmation from any Secured Party, Obligor or Security Provider) to promptly instruct (and the Security Agent shall so instruct) the Mexican Security Trustee to release the Security over the assets of the Mexican Security Trust Agreement and any of the assets subject to the Mexican Security Trust Agreement, and to execute and deliver or enter into any termination or release of that Transaction Security and any assets affected thereunder if approved in exchange for a release from the other parties to the Mexican Security Trust Agreement.

24.2 Release of Transaction Security - other jurisdictions

Notwithstanding any term in the Intercreditor Agreement to the contrary, on the first Business Day falling after the date of this Agreement on which all of the following conditions are met:

(a) either:

(i) for the two most recently completed Reference Periods in respect of which Compliance Certificates have been (or are required to have been) delivered under this Agreement, the Consolidated Leverage Ratio was 3.50:1 or lower; or

(ii) for the three most recently completed Reference Periods in respect of which Compliance Certificates have been (or are required to have been) delivered under this Agreement, the Consolidated Leverage Ratio for the first and third of those Reference Periods was 3.50:1 or lower and in the second Reference Period would have been 3.50:1 or lower but for the proceeds of any Permitted Financial Indebtedness standing to the credit of a Reserve being included in the definition of Debt as described in paragraph (iv) of that definition; and

(b) the Borrower has delivered a certificate (signed by an Authorised Signatory and dated no earlier than the date of most recent Compliance Certificate referred to in paragraph (a)(i) or, as applicable, (a)(ii) above) confirming that no Default is continuing at the date of that certificate,

provided that no other unsubordinated Financial Indebtedness of the Borrower shall benefit from the Transaction Security not referred to in Clause 24.1 (*Release of Mexican Security Trust Agreement*) and (subject to receipt of written notice from the Agent in accordance with Clause 24.3 (*Notification by Agent*) below) the Security Agent is irrevocably authorised (at the cost of the relevant Obligor, Security Provider or the Borrower and without any consent, sanction, authority or further confirmation from any Secured Party, Obligor or Security Provider) to promptly release (and the Security Agent shall so release) the Transaction Security not already released pursuant to Clause 24.1 (*Release of Mexican Security Trust Agreement*) above and any other claim over the assets subject to that Transaction Security, and to execute and deliver or enter into (and the Security Agent shall execute and deliver or enter into) any release of that Transaction Security or claim that may, in the discretion of the Security Agent, be considered necessary or desirable.

24.3 **Notification by Agent**

The Agent shall promptly notify the Security Agent in writing on the date at which the conditions set out in Clause 24.1 (*Release of Mexican Security Trust Agreement*) have been satisfied and on the date at which the conditions set out in Clause 24.2 (*Release of Transaction Security - other jurisdictions*) have been satisfied.

24.4 **Finance Parties' and Obligors' actions**

Each Finance Party and each Obligor will:

(a) do all things that the Security Agent or the Borrower reasonably requests in order to give effect to this Clause 24 (which shall include, without limitation, the execution of any assignments, transfers, releases or other documents that the Security Agent or the Borrower may consider to be necessary to give effect to the releases contemplated by Clause 24.1 (*Release of Mexican Security Trust Agreement*) and Clause 24.2 (*Release of Transaction Security - other jurisdictions*) and the voting in favour of any amendment to the Intercreditor Agreement proposed by the Borrower in order to give effect to this Clause 24);

(b) if the Security Agent is not entitled to take any of the actions contemplated by this Clause 24 or is otherwise prevented from taking or, with respect to any Finance Party, is unable to take the actions contemplated by this Clause 24 and requests that a Finance Party take that action, each Finance Party will undertake that action itself in accordance with the instructions of the Security Agent or grant a power of attorney to the Security Agent (on such terms as the Security Agent may reasonably require) to enable the Security Agent to take such action under applicable law (any such power of attorney, with respect to any enforcement of Transaction Security governed by Spanish law or any claim against an Obligor or Security Provider incorporated in Spain, shall be notarised and apostilled); and

(c) if the Security Agent is not entitled to take any of the actions contemplated by this Clause 24 with respect to any Obligor or requests that any Obligor take any such action, such Obligor shall take that action itself in accordance with the instructions of the Security Agent.

25. EVENTS OF DEFAULT

Each of the events or circumstances set out in this Clause 25 (except for Clause 25.16 (*Acceleration*)) is an Event of Default.

25.1 Non-payment

An Obligor does not pay on the due date any amount payable to or for the account of a Lender pursuant to a Finance Document at the place at and in the currency in which it is expressed to be payable unless such failure to pay is caused by an administrative error or technical difficulties within the banking system in relation to the transmission of funds and payment is made within three Business Days of its due date.

25.2 Financial Covenants and other obligations

Any requirement of Clause 21 (*Financial Covenants*) is not satisfied or the Borrower fails to deliver any Compliance Certificate in accordance with Clause 20.2 (*Compliance Certificate*).

25.3 Other obligations

(a) An Obligor or any other member of the Group does not comply with any provision of the Finance Documents (other than those referred to in Clause 25.1 (*Non-payment*) and Clause 25.2 (*Financial Covenants and other obligations*)).

(b) No Event of Default under paragraph (a) of this Clause 25.3 will occur if the failure to comply is capable of remedy and is remedied within 15 Business Days of the Agent giving written notice to the Borrower or an Obligor becoming aware of the failure to comply, whichever is the earlier.

25.4 Misrepresentation

(a) Any representation or statement made or deemed to be made by an Obligor in the Finance Documents or any other document delivered by or on behalf of any Obligor under or in connection with any Finance Document is or proves to have been incorrect or misleading in any material respect when made or deemed to be made.

(b) No Event of Default under paragraph (a) of this Clause 25.4 will arise if the circumstances giving rise to the misrepresentation are capable of remedy and are remedied within 15 Business Days of the Agent giving written notice to the Borrower or an Obligor becoming aware of the failure to comply, whichever is the earlier.

25.5 **Cross default**

(a) Any Financial Indebtedness of any Obligor or member of the Group is not paid when due nor within any originally applicable grace period.

(b) Any Financial Indebtedness of any Obligor or member of the Group is declared to be or otherwise becomes due and payable prior to its specified maturity as a result of an event of default (however described).

(c) Any creditor of any member of the Group or any Obligor becomes entitled to declare any Financial Indebtedness of any member of the Group or any Obligor due and payable prior to its specified maturity as a result of an event of default (however described).

(d) No Event of Default will occur under this Clause 25.5 if the aggregate amount of Financial Indebtedness falling within paragraphs (a) to (c) of this Clause 25.5 is less than $50,000,000 (or its equivalent in any other currency or currencies).

25.6 **Insolvency**

(a) Any of the Obligors or Material Subsidiaries is unable or admits inability to pay its debts as they fall due (including a state of *cessation des paiements* within the meaning of the French Commercial Code) or, by reason of actual financial difficulties: (i) suspends or threatens to suspend making payments on any of its debts in an aggregate amount exceeding $50,000,000 (or its equivalent in any other currency or currencies) or (ii) commences negotiations with one or more of its creditors with a view to rescheduling any of its indebtedness in respect of an aggregate amount of indebtedness exceeding $50,000,000 (or its equivalent in any other currency or currencies).

(b) The value of the assets of any of the Obligors or Material Subsidiaries is less than its liabilities (taking into account contingent and prospective liabilities other than any such liabilities arising under Clause 18 (*Guarantee and Indemnity*)) except for any liabilities owed to another member of the Group **provided that** such liabilities are subordinated to the claims of the Lenders in the event of the bankruptcy, winding-up or liquidation of the relevant Obligor or Material Subsidiary or an acceleration under Clause 25.16 (*Acceleration*).

(c) A moratorium is declared in respect of any indebtedness of any of the Obligors or Material Subsidiaries.

25.7 **Insolvency proceedings**

Any corporate action, legal proceeding or other procedure or step is taken in relation to:

(a) the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration, the opening of proceedings for *sauvegarde*, *sauvegarde accélérée*, *sauvegarde financière accélérée*, *redressement judiciaire* or *liquidation judiciaire* or judgment for *cession totale ou partielle de l'entreprise* pursuant to articles L. 620-1 to L. 670-8 of the French Commercial Code, reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise, including, in the context of a *mandat ad hoc* or of a *conciliation* in accordance with articles L. 611-3 to L. 611-16 of the French Commercial Code), *concurso mercantil*, *quiebra* of any of the Obligors or Material Subsidiaries other than a solvent liquidation or reorganisation of any of the Material Subsidiaries;

(b) a composition, assignment or arrangement with any class of creditor of any of the Obligors or Material Subsidiaries;

(c) the appointment of a liquidator (other than in respect of a solvent liquidation of any of the Material Subsidiaries), receiver, administrator, *mandataire ad hoc*, *conciliateur*, *conciliador*, *síndico*, administrative receiver, compulsory manager or other similar officer in respect of any of the Obligors or Material Subsidiaries or any of their assets,

or any analogous procedure or step is taken in any jurisdiction.

This paragraph shall not apply to any winding-up petition (or equivalent procedure in any jurisdiction) which is frivolous or vexatious and is discharged, stayed or dismissed within 60 days of commencement.

25.8 **Expropriation and sequestration**

(a) Any expropriation or sequestration (including *extinción de dominio*) (or equivalent event under any applicable law) affects any asset or assets of any Obligor or any Material Subsidiary and has a Material Adverse Effect.

(b) The authority or ability of the Borrower or any Material Subsidiary to conduct its business is limited or wholly or substantially curtailed by any seizure, expropriation, nationalisation, intervention, restriction, *extinción de dominio* or other action by or on behalf of any governmental, regulatory or other authority or other person in relation to the Borrower or any Material Subsidiary (or, in each case, any of its assets) with an aggregate book value equal to 5 per cent. or more of the gross book value of the assets of the Group (on a consolidated basis).

25.9 **Availability of foreign exchange**

(a) Any restriction or requirement not in effect on the date hereof shall be imposed, whether by legislative enactment, decree, regulation, order or otherwise, which limits the availability or the transfer of foreign exchange by any Obligor for the purpose of performing any material obligations under the Finance Documents, any certificates, waivers, or any other agreements delivered pursuant to the Finance Documents.

(b) Paragraph (a) above shall not apply to any such restriction or requirement imposed as a result of a member state of the European Union which is a Participating Member State in relation to the euro ceasing to be a Participating Member State in relation to the euro, unless such restriction or requirement would be reasonably likely to result in a Material Adverse Effect.

25.10 **Creditors' process and enforcement of Security**

(a) Any Security is enforced against any Obligor or any Material Subsidiary.

(b) Any attachment, distress or execution (including any of the enforcement proceedings provided for in the French *Code des Procédures Civiles d'Exécution*) affects any asset or assets of any Obligor or any Material Subsidiary which is reasonably likely to cause a Material Adverse Effect.

(c) No Event of Default under paragraph (a) or (b) of this Clause 25.10 will occur if:

(i) the action is being contested in good faith by appropriate proceedings;

(ii) the principal amount of the indebtedness secured by such Security or in respect of which such attachment, distress or execution is carried out represents less than $50,000,000 (or its equivalent in any other currency or currencies); and

(iii) the enforcement proceedings, attachment, distress or execution is or are discharged within 60 days of commencement.

25.11 **Ownership of Obligors**

Any Obligor (other than the Borrower) ceases to be a wholly owned Subsidiary of the Borrower (or, in the case of CEMEX España, CEMEX Concretos, CEMEX Finance, CEMEX Corp. or any España Subsidiary Guarantor, the Borrower's percentage indirect shareholding in CEMEX España, CEMEX Concretos, CEMEX Finance, CEMEX Corp. or that España Subsidiary Guarantor is reduced from the percentage as at the date of this Agreement), in each case, except if it is the subject of a Third Party Disposal or a Permitted Reorganisation.

In this Agreement, "**España Subsidiary Guarantor**" means Cemex Research Group AG, CEMEX Asia B.V., CEMEX France Gestion (S.A.S.), CEMEX UK and CEMEX Africa & Middle East Investments B.V. (formerly known as CEMEX Egyptian Investments B.V.)

25.12 **Judgment**

(a) A final judgment or judgments or order or orders not subject to further appeal for the payment of money in an aggregate amount in excess of $50,000,000 shall be rendered against the Borrower and/or any of its Subsidiaries that are neither discharged nor bonded in full within 60 days thereafter; or

(b) Any Obligor or any Material Subsidiary fails to comply with or pay any sum due from it under any judgment or any order made or given by any court of competent jurisdiction (in each case in an amount in aggregate exceeding $50,000,000 at any time) save unless payment of any such sum is suspended pending an appeal.

25.13 **Unlawfulness**

(a) It is or becomes unlawful for an Obligor or any other member of the Group that is a party to the Intercreditor Agreement to perform any of its obligations under the Finance Documents where non-performance is reasonably likely to cause a Material Adverse Effect.

(b) Any Transaction Security created or expressed to be created or evidenced by the Transaction Security Documents ceases to be effective except in accordance with the terms of the Finance Documents.

(c) Any obligation or obligations of any Obligor under any Finance Documents or any other member of the Group under the Intercreditor Agreement are not (subject to the Legal Reservations) or cease to be legal, valid, binding or enforceable and the cessation individually or cumulatively materially and adversely affects the interests of the Lenders under the Finance Documents.

(d) Any Finance Document ceases to be in full force and effect or is alleged by an Obligor to be ineffective except in accordance with the terms of the Finance Documents.

25.14 **Repudiation**

An Obligor repudiates a Finance Document or any of the Transaction Security or evidences an intention to repudiate a Finance Document or any of the Transaction Security.

25.15 **Failure to perform payment obligations**

Any material adverse change arises in the financial condition of the Group taken as a whole which the Majority Lenders reasonably determine would result in the failure by the Obligors (taken as a whole) to perform their payment obligations under any of the Finance Documents.

25.16 **Acceleration**

On and at any time after the occurrence of an Event of Default which is continuing the Agent may, without *mise en demeure* or any other judicial or extra judicial step, and shall if so directed by the Majority Lenders, by notice to the Borrower (but, in respect of any French Obligor, subject to the mandatory provisions of Book VI (*Difficulties faced by businesses*) of the French Commercial Code):

(a) cancel the Total Commitments at which time they shall immediately be cancelled;

(b) declare that all or part of the Loans, together with accrued interest, and all other amounts accrued or outstanding under the Finance Documents be immediately due and payable, at which time they shall become immediately due and payable without presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived;

(c) declare that all or part of the Loans be payable on demand, at which time they shall immediately become payable on demand by the Agent on the instructions of the Majority Lenders;

(d) make demand on any Guarantor under this Agreement in respect of amounts due and payable under or in connection with this Agreement without presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived; and/or

(e) subject to the Intercreditor Agreement (including the requirements of Clause 7.3 (*Enforcement Instructions*) thereof), exercise or direct the Security Agent to exercise any or all of its rights, remedies, powers or discretions under the Finance Documents,

provided that, in the case of an Event of Default under Clause 25.6 (*Insolvency*) or Clause 25.7 (*Insolvency proceedings*) with respect to an Obligor, all of the Total Commitments shall be cancelled automatically and immediately and all Utilisations under the Facilities (together with accrued interest and all other amounts accrued under the Finance Documents) shall become due and payable automatically and immediately without presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived.

26. CHANGES TO THE LENDERS

26.1 Assignments and transfers by the Lenders

Subject to this Clause 26 and to Clause 27 (*Debt Purchase Transactions*), a Lender (the "**Existing Lender**") may:

(a) assign any of its rights and benefits; or

(b) transfer by novation any of its rights, benefits and obligations,

under any Finance Document to:

(i) any person, at a time when an Event of Default is continuing; or

(ii) at any other time, another bank or financial institution or to a trust, fund or other entity which is regularly engaged in or established for the purpose of making, purchasing or investing in loans, securities or other financial assets,

(in each case, the "**New Lender**").

26.2 Conditions of assignment or transfer

(a) The express written consent of the Borrower is required for an assignment or transfer by an Existing Lender, unless the assignment or transfer is:

(i) to a bank;

(ii) to another Lender or an Affiliate of a Lender; or

(iii) made at a time when an Event of Default is continuing.

(b) The express written consent of the Borrower to an assignment or transfer must not be unreasonably withheld or delayed. The Borrower will be deemed to have given its consent ten Business Days after the Existing Lender has requested it unless consent is expressly refused by the Borrower within that time. For the avoidance of doubt, it shall not be considered unreasonable for the consent of the Borrower to be withheld in the case of an assignment or transfer to a hedge fund.

(c) (Other than in the case of an assignment permitted by paragraph (b) of Clause 27.1 (*Permitted Debt Purchase Transactions*)) an assignment will only be effective on:

(i) receipt by the Agent (whether in the Assignment Agreement or otherwise) of written confirmation from the New Lender (in form and substance satisfactory to the Agent) that the New Lender will assume the same obligations to the other Finance Parties and the other Secured Parties as it would have been under if it was an Original Lender;

(ii) the New Lender entering into the documentation required for it to accede as a party to the Intercreditor Agreement; and

(iii) the performance by the Agent of all necessary "know your customer" or other similar checks under all applicable laws and regulations in relation to such assignment to a New Lender, the completion of which the Agent shall promptly notify to the Existing Lender and the New Lender.

(d) A transfer will only be effective if the New Lender enters into the documentation required for it to accede as a party to the Intercreditor Agreement and if the procedures set out in Clause 26.5 (*Procedure for transfer*) are complied with.

(e) If:

(i) a Lender assigns, transfers, declares a trust or grants Security over any of its rights or obligations under the Finance Documents or changes its Facility Office; and

(ii) as a result of the assignment, transfer, declaration of trust, grant of Security or change (other than because of any change in law), an Obligor would be obliged to make a payment to the New Lender or Lender acting through its new Facility Office under Clause 13 (*Tax Gross-Up and Indemnities*) or Clause 14 (*Increased Costs*),

then the New Lender or Lender acting through its new Facility Office is only entitled to receive payment under that Clause to the same extent as the Existing Lender or Lender acting through its previous Facility Office would have been if the assignment, transfer, declaration of trust, grant of Security or change had not occurred.

(f) An assignment or transfer shall (unless the Agent at its discretion (and acting in accordance with Clause 29.2 (*Interests of Lenders*)) agrees otherwise) only be effective if the Assignment Agreement or (as applicable) Transfer Certificate has been raised to the status of a Spanish Public Document and the powers of attorney and authorisations granted under the Finance Documents have been ratified under such Spanish public deed. For the avoidance of doubt, the Agent shall not be responsible for the cost of raising the Assignment Agreement or (as applicable) Transfer Certificate to the status of a Spanish Public Document.

(g) On an assignment or transfer by an Existing Lender of all of its Facility A Commitment, all of its Facility B Commitment, all of its Facility C Commitment, all of its Facility D1 Commitment, all of its Facility E Commitment, all of its Facility F Commitment, all of its Facility G Commitment, all of its Facility H Commitment, all of its Facility I Commitment, all of its Facility J Commitment, all of its Facility K Commitment, all of its Facility L1 Commitments, all of its Facility L2 Commitments, all of its Facility L3 Commitments, all of its Facility L4 Commitments, all of its Facility D2

Commitment or all of its Facility M Commitments to a New Lender, the Existing Lender shall, on or prior to the Transfer Date, assign and deliver to the New Lender any Promissory Note(s) issued to the Existing Lender in respect of the transferred or assigned Facility A Commitment, Facility B Commitment, Facility C Commitment, Facility D1 Commitment, Facility E Commitment, Facility F Commitment, Facility G Commitment, Facility H Commitment Facility I Commitment, Facility J Commitment, Facility K Commitment, Facility L1 Commitment, Facility L2 Commitment, Facility L3 Commitment, Facility L4 Commitment, Facility D2 Commitment or Facility M Commitment, as applicable. The Borrower shall, promptly upon request by the New Lender and at the Borrower's cost, replace the assigned Promissory Note(s) by issuing new Promissory Note(s), setting forth the amount of such Facility A Commitment assigned or transferred to the New Lender, Facility B Commitment assigned or transferred to the New Lender, Facility C Commitment assigned or transferred to the New Lender, Facility D1 Commitment assigned or transferred to the New Lender, Facility E Commitment assigned or transferred to the New Lender, Facility F Commitment assigned or transferred to the New Lender, Facility G Commitment assigned or transferred to the New Lender, Facility H Commitment assigned or transferred to the New Lender, Facility I Commitment assigned or transferred to the New Lender, Facility J Commitment assigned or transferred to the New Lender, Facility K Commitment assigned or transferred to the New Lender, Facility L1 Commitment assigned or transferred to the New Lender, Facility L2 Commitment assigned or transferred to the New Lender, Facility L3 Commitment assigned or transferred to the New Lender, Facility L4 Commitment assigned or transferred to the New Lender or (as applicable) the amount of the Facility D2 Commitment assigned or transferred to the New Lender or the amount of the Facility M Commitment assigned or transferred to the New Lender (as applicable), under the name of the New Lender, which shall be released (through the Custodian, if any), duly signed, to the New Lender, upon tendering of the assigned Promissory Note(s) to the Borrower.

(h) On an assignment or transfer by an Existing Lender of part of its Facility A Commitment, part of its Facility B Commitment, part of its Facility C Commitment, part of its Facility D1 Commitment, part of its Facility E Commitment, part of its Facility F Commitment, part of its Facility G Commitment, part of its Facility H Commitment, part of its Facility I Commitment, part of its Facility J Commitment, part of its Facility K Commitment, part of its Facility L1 Commitment, part of its Facility L2 Commitment, part of its Facility L3 Commitment, part of its Facility L4 Commitment, part of its Facility D2 Commitment or part of its Facility M Commitment to a New Lender, such Existing Lender shall tender (or procure that the Custodian tenders) to the Borrower, on the Transfer Date, any Promissory Note(s) issued to such Existing Lender evidencing such Existing Lender's Facility A Commitment, Facility B Commitment, Facility C Commitment, Facility D1 Commitment, Facility E Commitment, Facility F Commitment, Facility G Commitment, Facility H Commitment, Facility I Commitment, Facility J Commitment, Facility K Commitment, Facility L1 Commitment, Facility L2 Commitment, Facility L3 Commitment, Facility L4 Commitment, Facility D2 Commitment or Facility M Commitment (as

applicable), and the Borrower shall promptly, at the cost of the Borrower, issue (i) to the Existing Lender, a Promissory Note setting forth the amount of the Facility A Commitment of the Existing Lender not assigned or transferred to the New Lender, a Promissory Note setting forth the amount of the Facility B Commitment of the Existing Lender not assigned or transferred to the New Lender, a Promissory Note setting forth the amount of the Facility C Commitment of the Existing Lender not assigned or transferred to the New Lender, a Promissory Note setting forth the amount of the Facility D1 Commitment of the Existing Lender not assigned or transferred to the New Lender, a Promissory Note setting forth the amount of the Facility E Commitment of the Existing Lender not assigned or transferred to the New Lender, a Promissory Note setting forth the amount of the Facility F Commitment of the Existing Lender not assigned or transferred to the New Lender, a Promissory Note setting forth the amount of the Facility G Commitment of the Existing Lender not assigned or transferred to the New Lender, a Promissory Note setting forth the amount of the Facility H Commitment of the Existing Lender not assigned or transferred to the New Lender, a Promissory Note setting forth the amount of the Facility I Commitment of the New Lender assigned or transferred to it by the Existing Lender, a Promissory Note setting forth the amount of the Facility J Commitment of the New Lender assigned or transferred to it by the Existing Lender, a Promissory Note setting forth the amount of the Facility K Commitment of the New Lender assigned or transferred to it by the Existing Lender, a Promissory Note setting forth the amount of the Facility L1 Commitment of the New Lender assigned or transferred to it by the Existing Lender, a Promissory Note setting forth the amount of the Facility L2 Commitment of the New Lender assigned or transferred to it by the Existing Lender, a Promissory Note setting forth the amount of the Facility L3 Commitment of the New Lender assigned or transferred to it by the Existing Lender, a Promissory Note setting forth the amount of the Facility L4 Commitment of the New Lender assigned or transferred to it by the Existing Lender, a Promissory Note setting forth the amount of the Facility D2 Commitment of the Existing Lender not assigned or transferred to the New Lender or (as applicable) a Promissory Note setting forth the amount of the Facility M Commitment of the Existing Lender not assigned or transferred to the New Lender and (ii) to the New Lender, a Promissory Note setting forth the amount of the Facility A Commitment of the New Lender assigned or transferred to it by the Existing Lender, a Promissory Note setting forth the amount of the Facility B Commitment of the New Lender assigned or transferred to it by the Existing Lender, a Promissory Note setting forth the amount of the Facility C Commitment of the New Lender assigned or transferred to it by the Existing Lender, a Promissory Note setting forth the amount of the Facility D1 Commitment of the New Lender assigned or transferred to it by the Existing Lender, a Promissory Note setting forth the amount of the Facility E Commitment of the New Lender assigned or transferred to it by the Existing Lender, a Promissory Note setting forth the amount of the Facility F Commitment of the New Lender assigned or transferred to it by the Existing Lender, a Promissory Note setting forth the amount of the Facility G Commitment of the New Lender assigned or transferred to it by the Existing Lender, a Promissory Note setting forth the amount of the Facility H

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(i) Each New Lender, by executing the relevant Transfer Certificate or Assignment Agreement, confirms, for the avoidance of doubt, that the Agent has authority to execute on its behalf any amendment or waiver that has been approved by or on behalf of the requisite Lender or Lenders in accordance with this Agreement on or prior to the date on which the transfer or assignment becomes effective in accordance with this Agreement and that it is bound by that decision to the same extent as the Existing Lender would have been had it remained a Lender.

(j) The minimum amount of an assignment or transfer shall be the lower of $1,000,000 (or equivalent) or (if less) the amount of a Lender's Commitments.

(k) Following an increase in term loan Commitments pursuant to Clause 2.2 (*Accordion*), an Accordion Lender in respect of that term loan increase may not assign or transfer its rights or obligations in relation to its increased Commitments until after the end of the Availability Period in relation to those increased Commitments.

(l) In relation to any assignment or transfer by an Existing Lender of part of its Commitments in relation to a Facility, where the Existing Lender has, on the Transfer Date immediately prior to the assignment or transfer, any Available Commitment in relation to that Facility, the assignment or transfer shall be made such that a proportionate amount of the Existing Lender's Available Commitment is assigned or transferred to the New Lender.

26.3 **Assignment or transfer fee**

Unless the Agent otherwise agrees, the New Lender shall, on the date upon which an assignment or transfer takes effect, pay to the Agent (for its own account) a fee of $3,000.

26.4 **Limitation of responsibility of Existing Lenders**

(a) Unless expressly agreed to the contrary, an Existing Lender makes no representation or warranty and assumes no responsibility to a New Lender for:

(i) the legality, validity, effectiveness, adequacy or enforceability of the Finance Documents, the Transaction Security or any other documents;

(ii) the financial condition of any Obligor;

(iii) the performance and observance by any Obligor of its obligations under the Finance Documents or any other documents; or

(iv) the accuracy of any statements (whether written or oral) made in or in connection with any Finance Document or any other document,

and any representations or warranties implied by law are excluded.

(b) Each New Lender confirms to the Existing Lender, the other Finance Parties and the Secured Parties that it:

(i) has made (and shall continue to make) its own independent investigation and assessment of the financial condition and affairs of each Obligor and its related entities in connection with its participation in the Finance Documents and has not relied exclusively on any information provided to it by the Existing Lender or any other Finance Party in connection with any Finance Document or the Transaction Security; and

(ii) will continue to make its own independent appraisal of the creditworthiness of each Obligor and its related entities while any amount is or may be outstanding under the Finance Documents or any Commitment is in force.

(c) Nothing in any Finance Document obliges an Existing Lender to:

(i) accept a re-transfer or re-assignment from a New Lender of any of the rights and obligations assigned or transferred under this Clause 26; or

(ii) support any losses directly or indirectly incurred by the New Lender by reason of the non-performance by any Obligor of its obligations under the Finance Documents or otherwise.

26.5 **Procedure for transfer**

(a) Subject to the conditions set out in Clause 26.2 (*Conditions of assignment or transfer*) a transfer is effected in accordance with paragraph (c) below when the Agent executes an otherwise duly completed Transfer Certificate delivered to it by the Existing Lender and the New Lender. The Agent shall, subject to paragraph (b) below, as soon as reasonably practicable after receipt by it of a duly completed Transfer Certificate appearing on its face to comply with the terms of this Agreement and delivered in accordance with the terms of this Agreement, execute that Transfer Certificate.

(b) The Agent shall only be obliged to execute a Transfer Certificate delivered to it by the Existing Lender and the New Lender once it is satisfied it has complied with all necessary "know your customer" or other similar checks under all applicable laws and regulations in relation to the transfer to such New Lender.

(c) Subject to Clause 26.9 (*Pro rata interest settlement*), on the Transfer Date:

(i) to the extent that in the Transfer Certificate the Existing Lender seeks to transfer by novation its rights and obligations under the Finance Documents and in respect of the Transaction Security each of the Obligors and the Existing Lender shall be released from further obligations towards one another under the Finance Documents and in respect of the Transaction Security and their respective rights against one another under the Finance Documents and in respect of the Transaction Security shall be cancelled (being the "**Discharged Rights and Obligations**");

(ii) each of the Obligors and the New Lender shall assume obligations towards one another and/or acquire rights against one another which differ from the Discharged Rights and Obligations only insofar as that Obligor or other member of the Group and the New Lender have assumed and/or acquired the same in place of that Obligor and the Existing Lender;

(iii) the Agent, the Security Agent, the New Lender and the other Lenders shall acquire the same rights and assume the same obligations between themselves and in respect of the Transaction Security as they would have acquired and assumed had the New Lender been an Original Lender with the rights and/or obligations acquired or assumed by it as a result of the transfer and to that extent the Agent, the Security Agent, and the Existing Lender shall each be released from further obligations to each other under the Finance Documents; and

(iv) the New Lender shall become a Party as a "Lender".

26.6 **Procedure for assignment**

(a) Subject to the conditions set out in Clause 26.2 (*Conditions of assignment or transfer*) an assignment may be effected in accordance with paragraph (c) below when the Agent executes an otherwise duly completed Assignment Agreement delivered to it by the Existing Lender and the New Lender. The Agent shall, subject to paragraph (b) below, as soon as reasonably practicable after receipt by it of a duly completed Assignment Agreement appearing on its face to comply with the terms of this Agreement and delivered in accordance with the terms of this Agreement, execute that Assignment Agreement.

(b) The Agent shall only be obliged to execute an Assignment Agreement delivered to it by the Existing Lender and the New Lender once it is satisfied it has complied with all necessary "know your customer" or other similar checks under all applicable laws and regulations in relation to the assignment to such New Lender.

(c) Subject to Clause 26.9 (*Pro rata interest settlement*), on the Transfer Date:

(i) the Existing Lender will assign absolutely to the New Lender its rights under the Finance Documents and in respect of the Transaction Security expressed to be the subject of the assignment in the Assignment Agreement;

(ii) the Existing Lender will be released from the obligations (the "**Relevant Obligations**") expressed to be the subject of the release in the Assignment Agreement (and any corresponding obligations by which it is bound in respect of the Transaction Security); and

(iii) the New Lender shall become a Party as a "Lender" and will be bound by obligations equivalent to the Relevant Obligations.

(d) Lenders may utilise procedures other than those set out in this Clause 26.6 to assign their rights under the Finance Documents (but not, without the consent of the relevant Obligor or unless in accordance with Clause 26.5 (*Procedure for transfer*), to obtain a release by that Obligor from the obligations owed to that Obligor by the Lenders nor the assumption of equivalent obligations by a New Lender) **provided that** they comply with the conditions set out in Clause 26.2 (*Conditions of assignment or transfer*).

26.7 **Copy of Transfer Certificate, Assignment Agreement or Accordion Confirmation to Borrower**

The Agent shall, as soon as reasonably practicable after it has executed a Transfer Certificate, an Assignment Agreement or an Accordion Confirmation, send to the Borrower a copy of that Transfer Certificate, Assignment Agreement or Accordion Confirmation.

26.8 **Security over Lenders' rights**

In addition to the other rights provided to Lenders under this Clause 26, each Lender may, without consulting with or obtaining consent from any Obligor, at any time charge, assign or otherwise create Security in or over (whether by way of collateral or otherwise) all or any of its rights under any Finance Document to secure obligations of that Lender including, without limitation:

(a) any charge, assignment or other Security to secure obligations to a federal reserve or central bank; and

(b) in the case of any Lender which is a fund, any charge, assignment or other Security granted to any holders (or trustee or representatives of holders) of obligations owed, or securities issued, by that Lender as security for those obligations or securities,

except that no such charge, assignment or Security shall:

(i) release a Lender from any of its obligations under the Finance Documents or substitute the beneficiary of the relevant charge, assignment or other Security for the Lender as a party to any of the Finance Documents; or

(ii) require any payments to be made by an Obligor or grant to any person any more extensive rights than those required to be made or granted to the relevant Lender under the Finance Documents.

26.9 **Pro rata interest settlement**

If the Agent has notified the Lenders that it is able to distribute interest payments on a "***pro rata* basis**" to Existing Lenders and New Lenders then (in respect of any transfer pursuant to Clause 26.5 (*Procedure for transfer*) or any assignment pursuant to Clause 26.6 (*Procedure for assignment*) the Transfer Date of which, in each case, is after the date of such notification and is not on the last day of an Interest Period):

(a) any interest or fees in respect of the relevant participation which are expressed to accrue by reference to the lapse of time shall continue to accrue in favour of the Existing Lender up to but excluding the Transfer Date ("**Accrued Amounts**") and shall become due and payable to the Existing Lender (without further interest accruing on them) on the last day of the current Interest Period (or, if the Interest Period is longer than six Months, on the next of the dates which falls at six Monthly intervals after the first day of that Interest Period); and

(b) the rights assigned or transferred by the Existing Lender will not include the right to the Accrued Amounts so that, for the avoidance of doubt:

(i) when the Accrued Amounts become payable, those Accrued Amounts will be payable for the account of the Existing Lender; and

(ii) the amount payable to the New Lender on that date will be the amount which would, but for the application of this Clause 26.9, have been payable to it on that date, but after deduction of the Accrued Amounts.

26.10 **French law provisions**

(a) To the extent a transfer of rights and obligations hereunder could be construed as a novation within the meaning of articles 1329 *et seq*. of the French Civil Code, each Party agrees that upon a transfer under Clauses 26.1 (*Assignments and transfers by the Lenders*) and 26.5 (*Procedure for transfer*), the Security created under the French law governed Transaction Security Documents shall be preserved and maintained for the benefit of the Security Agent, the New Lender and the remaining Finance Parties pursuant to articles 1334 *et seq*. of the French Civil Code.

(b) In the case of a transfer of rights and/or obligations by an Existing Lender hereunder, the New Lender should, if it considers it necessary to make the transfer effective as against any French Obligor, arrange for such transfer to be notified to, or acknowledged by, such French Obligor.

27. DEBT PURCHASE TRANSACTIONS

27.1 Permitted Debt Purchase Transactions

(a) The Borrower shall not (and shall procure that no other member of the Group or any Affiliate of the Borrower shall) (i) enter into any Permitted Debt Purchase Transaction other than in accordance with the other provisions of this Clause 27.1 or (ii) be party to (or beneficially own all or any part of the share capital of a company that is a Lender or a party to) any Restricted Debt Purchase Transaction.

(b) The Borrower may purchase by way of assignment, pursuant to Clause 26 (*Changes to the Lenders*), a participation in any Term Loan and any related Commitment where:

(i) such purchase is made using one of the processes set out at paragraphs (c) and (d) below; and

(ii) such purchase is made at a time when no Default is continuing.

(c)

(i) A Permitted Debt Purchase Transaction referred to in paragraph (a) above may be entered into pursuant to a solicitation process (a "**Solicitation Process**") which is carried out as follows.

(ii) Prior to 11.00 am on a given Business Day (the "**Solicitation Day**") the Borrower or a financial institution acting on its behalf (the "**Purchase Agent**") will approach at the same time each Lender which participates in the relevant Term Facilities to enable them to offer to sell to the Borrower an amount of their participation in one or more Term Facilities. Any Lender wishing to make such an offer shall, by 11.00 am on the second Business Day following such Solicitation Day, communicate to the Purchase Agent details of the amount of its participations in the Term Facilities it is offering to sell and the price at which it is offering to sell such participations. Any such offer shall be irrevocable until 11.00 am on the third Business Day following such Solicitation Day and shall be capable of acceptance by the Borrower on or before such time by communicating its acceptance in writing to the Purchase Agent or, if it is the Purchase Agent, the relevant Lenders. The Purchase Agent (if someone other than the Borrower) will communicate to the relevant Lenders which offers have been accepted by 12 noon on

the third Business Day following such Solicitation Day. In any event by 11.00 am on the fourth Business Day following such Solicitation Day, the Borrower shall notify the Agent of the amounts of the participations purchased through the relevant Solicitation Process and the average price paid for the purchase of participations. The Agent shall disclose such information to any Lender that requests such disclosure.

(iii) Any purchase of participations in the Term Facilities pursuant to a Solicitation Process shall be completed and settled on or before the fifth Business Day after the relevant Solicitation Day.

(iv) In accepting any offers made pursuant to a Solicitation Process the Borrower shall be free to select which offers and in which amounts it accepts but on the basis that in relation to a participation in the Term Facility it accepts offers in inverse order of the price offered (with the offer or offers at the lowest price being accepted first) and that if in respect of participations in the Term Facility receives two or more offers at the same price it shall only accept such offers on a *pro rata* basis.

(d)

(i) A Permitted Debt Purchase Transaction referred to in paragraph (a) above may also be entered into pursuant to an open order process (an "**Open Order Process**") which is carried out as follows.

(ii) The Borrower may by itself or through another Purchase Agent place an open order (an "**Open Order**") to purchase participations in one or more of the Term Facilities up to a set aggregate amount at a set price by notifying at the same time all the Lenders participating in the relevant Term Facilities of the same. Any Lender wishing to sell pursuant to an Open Order will, by 11.00 am on any Business Day following the date on which the Open Order is placed but no earlier than the first Business Day, and no later than the fifth Business Day, following the date on which the Open Order is placed, communicate to the Purchase Agent details of the amount of its participations, and in which Term Facilities, it is offering to sell. Any such offer to sell shall be irrevocable until 11.00 am on the Business Day following the date of such offer from the Lender and shall be capable of acceptance by the Borrower on or before such time by it communicating such acceptance in writing to the relevant Lender.

(iii) Any purchase of participations in the Term Facilities pursuant to an Open Order Process shall be completed and settled by the Borrower on or before the fourth Business Day after the date of the relevant offer by a Lender to sell under the relevant Open Order.

(iv) If in respect of participations in a Term Facility the Purchase Agent receives on the same Business Day two or more offers at the set price such that the maximum amount of the Term Loans to which an Open Order relates would be exceeded, the Borrower shall only accept such offers on a *pro rata* basis.

(v) The Borrower shall, by 11.00 am on the sixth Business Day following the date on which an Open Order is placed, notify the Agent of the amounts of the participations purchased through such Open Order Process and the identity of the Term Facilities to which they relate. The Agent shall disclose such information to any Lender that requests the same.

(e) For the avoidance of doubt, there is no limit on the number of occasions a Solicitation Process or an Open Order Process may be implemented.

(f) In relation to any Permitted Debt Purchase Transaction entered into pursuant to this Clause 27.1, notwithstanding any other term of this Agreement or the other Finance Documents:

(i) on completion of the relevant assignment pursuant to Clause 26 (*Changes to the Lenders*), the portions of the Term Loans to which it relates shall be extinguished and any related Repayment Instalments will be reduced *pro rata* accordingly;

(ii) such Permitted Debt Purchase Transaction and the related extinguishment referred to in paragraph (i) above shall not constitute a prepayment of the Facilities;

(iii) the Borrower shall be deemed to be an entity which fulfils the requirements of Clause 26.1 (*Assignments and transfers by the Lenders*) to be a New Lender (as defined in such Clause);

(iv) no member of the Group shall be deemed to be in breach of any provision of Clause 22 (*General Undertakings*) solely by reason of such Permitted Debt Purchase Transaction;

(v) Clause 31 (*Sharing among the Finance Parties*) shall not be applicable to the consideration paid under such Permitted Debt Purchase Transaction; and

(vi) for the avoidance of doubt, any extinguishment of any part of the Utilisations shall not affect any amendment or waiver which prior to such extinguishment had been approved by or on behalf of the requisite Lender or Lenders in accordance with this Agreement.

(g) The Agent shall be under no obligation to act as Purchase Agent under any transaction contemplated by this Clause 27.1.

28. CHANGES TO THE OBLIGORS

28.1 Assignment and Transfers by Obligors

No Obligor or any other member of the Group may assign any of its rights or transfer any of its rights or obligations under the Finance Documents.

28.2 **Additional Guarantors and Additional Security Providers**

(a) Subject to compliance with the provisions of paragraphs (b) and (c) of Clause 20.6 ("*Know your client" checks*), the Borrower may request that any of its Subsidiaries become an Additional Guarantor or an Additional Security Provider by:

(i) the Borrower delivering to the Agent a duly completed and executed Accession Letter; and

(ii) the Borrower delivers (or procures that the Additional Guarantor or Additional Security Provider (as the case may be) delivers) all of the documents and other evidence referred to in Part II of Schedule 2 (*Conditions Precedent*) in relation to that Additional Guarantor or Additional Security Provider to the Agent.

(b) The Agent shall notify the Obligors and the Lenders promptly upon being satisfied that it has received all the documents and other evidence listed in Part II of Schedule 2 (*Conditions Precedent*).

28.3 **Resignation of a Guarantor**

(a) In this Clause 28.3 (*Resignation of a Guarantor*) and Clause 28.6 (*Resignation and release of Security on disposal*), "**Third Party Disposal**" means the disposal of all of the issued share capital of an Obligor to a person which is not a member of the Group where that disposal is permitted under Clause 22.21 (*Disposals*) or made with the approval of the Majority Lenders (and the Borrower has confirmed this is the case).

(b) The Borrower may request that a Guarantor (other than the Borrower) ceases to be a Guarantor by delivering to the Agent a Resignation Letter if:

(i) that Guarantor is being disposed of by way of a Third Party Disposal and the Borrower has confirmed this is the case; or

(ii) all the Lenders have consented to the resignation of that Guarantor.

(c) The Agent shall accept a Resignation Letter and notify the Borrower and the Lenders of its acceptance if:

(i) the Borrower has confirmed that no Default is continuing or would result from the acceptance of the Resignation Letter; and

(ii) no payment is due from the Guarantor under Clause 18 (*Guarantee and Indemnity*).

(d) The resignation of a Guarantor shall not be effective until the date of the relevant Third Party Disposal, at which time that company shall cease to be a Guarantor and shall have no further rights or obligations under the Finance Documents as a Guarantor.

28.4 **Resignation of a Security Provider**

(a) The Borrower may request that a Security Provider ceases to be a Security Provider by delivering to the Agent a Resignation Letter if:

(i) the Transaction Security granted by that Security Provider is being released under and in accordance with the Intercreditor Agreement and the Borrower has confirmed that this is the case; or

(ii) all the Lenders have consented to the resignation of that Security Provider.

(b) The Agent shall accept a Resignation Letter and notify the Borrower and the Lenders of its acceptance if:

(i) the Borrower has confirmed that no Default is continuing or would result from the acceptance of the Resignation Letter;

(ii) the Borrower has confirmed that the Transaction Security granted by that Security Provider has not become enforceable in accordance with its terms.

(c) The resignation of that Security Provider shall not be effective until the date on which the Transaction Security granted by the Security Provider has been released under and in accordance with the Intercreditor Agreement, at which time that company shall cease to be a Security Provider and shall have no further rights or obligations under the Finance Documents as a Security Provider.

28.5 **Repetition of Representations**

Delivery of an Accession Letter constitutes confirmation by the relevant Affiliate that the Repeating Representations are true and correct in relation to it as at the date of delivery as if made by reference to the facts and circumstances then existing.

28.6 **Resignation and release of Security on disposal**

If a Guarantor is or is proposed to be the subject of a Third Party Disposal then:

(a) where that Obligor created Transaction Security over any of its assets or business in favour of the Security Agent, or Transaction Security in favour of the Security Agent was created over the shares (or equivalent) of that Obligor, the Security Agent may, at the cost and request of the Borrower, release those assets, business or shares (or equivalent) and issue certificates of non-crystallisation;

(b) the resignation of that Obligor and related release of Transaction Security referred to in paragraph (a) above shall not become effective until the date of that disposal; and

(c) if the disposal of that Obligor is not made, the Resignation Letter of that Obligor and the related release of Transaction Security referred to in paragraph (a) above shall have no effect and the obligations of the Obligor and the Transaction Security created or intended to be created by or over that Obligor shall continue in such force and effect as if that release had not been effected.

SECTION 10
THE FINANCE PARTIES

29. ROLE OF THE AGENT

29.1 Appointment of the Agent

(a) Each of the Lenders appoints the Agent to act as its agent under and in connection with the Finance Documents. For such purposes, each Lender hereby appoints and authorizes the Agent as its agent (*comisionista*) pursuant to articles 273 and 274 of the Mexican Commerce Code (*Código de Comercio*) to exercise the rights, powers, authorities and discretions specifically given to the Agent under or in connection with the Finance Documents.

(b) Each of the Lenders authorises the Agent to exercise the rights, powers, authorities and discretions specifically given to the Agent under or in connection with the Finance Documents (including the appointment of any sub-agents or local agents to assist in administration of payments, the supervision or enforcement of any of the Finance Documents) together with any other incidental rights, powers, authorities and discretions.

(c) The appointment by a Designated Lender of the Agent as its agent pursuant to paragraph (a) and the authorisations in paragraph (b) above expressly exclude authority for the Agent to:

(i) execute and deliver documents on behalf of that Designated Lender;

(ii) enforce any Security Document on behalf of that Designated Lender; or

(iii) present petitions for winding up any Obligor (or similar petitions) on behalf of that Designated Lender; or

(iv) to instruct the Security Agent to take any of the foregoing actions on behalf of that Designated Lender,

(together, the "**Restricted Actions**").

(d) Notwithstanding paragraph (c) above, each Designated Lender undertakes so long as it is a Lender to:

(i) join the Agent if applicable in any Restricted Action instructed by the Majority Lenders, in accordance with this Agreement or, if required, to the extent possible, to grant powers of attorney in favour of the Agent so that it can take such Restricted Action; and

(ii) abide by and act, or refrain from acting, in accordance with, any decision of the Majority Lenders made in accordance with this Agreement.

(e) For this purpose a "**Designated Lender**" is a Lender that has notified the Agent and the Borrower that it is to be treated as a Designated Lender.

29.2 **Interests of Lenders**

Without limiting paragraphs (a) to (c) of Clause 29.8 (*Majority Lenders' instructions*), in connection with the exercise of its powers, authorities or discretions (including, but not limited to, those in relation to any proposed modifications, waiver or authorisation of any breach or proposed breach of any of the provisions of this Agreement), the Agent shall have regard to the general interests of the Lenders (taken as a whole) and shall not have regard to any interest arising from circumstances particular to individual Lenders.

29.3 **Duties of the Agent**

(a) Subject to paragraph (b) below, the Agent shall promptly forward to a Party the original or a copy of any document which is delivered to the Agent for that Party by any other Party.

(b) Without prejudice to Clause 26.7 (*Copy of Transfer Certificate, Assignment Agreement or Accordion Confirmation to Borrower*), paragraph (a) above shall not apply to any Transfer Certificate, any Assignment Agreement or any Accordion Confirmation.

(c) The Agent is not obliged to review or check the adequacy, accuracy or completeness of any document it forwards to another Party.

(d) If the Agent receives notice from a Party referring to this Agreement, describing a Default and stating that the circumstance described is a Default, it shall promptly notify the other Finance Parties.

(e) If the Agent is aware of the non-payment of any principal, interest or fee payable to a Finance Party (other than the Agent or the Security Agent) under this Agreement it shall promptly notify the other Finance Parties.

(f) The Agent shall provide to the Borrower within three Business Days of a request by the Borrower (but no more frequently than once per calendar month) a list (which may be in electronic form) setting out the names of the Lenders as at that Business Day, their respective Commitments, and the name of the contact person, if any, for whose attention any communication sent to that Lender is to be made or any document delivered under or in connection with the Finance Documents and, in the case of any Lender to whom any communication under or in connection with the Finance Documents may be made by that means, the electronic mail address and/or any other information required to enable the sending and receipt of information by electronic mail or other electronic means to and by that Lender.

(g) The Agent's duties under the Finance Documents are solely mechanical and administrative in nature.

29.4 **Role of the Arranger**

Except as specifically provided in the Finance Documents, the Arranger does not have any obligations or liabilities of any kind to any other Party under or in connection with any Finance Document.

29.5 **No fiduciary duties**

(a) Nothing in this Agreement constitutes the Agent or the Arranger as a trustee or fiduciary of any other person.

(b) None of the Agent or the Security Agent or the Arranger shall be bound to account to any Lender for any sum or the profit element of any sum received by it for its own account.

29.6 **Business with the Group**

The Agent, the Security Agent or the Arranger may accept deposits from, lend money to and generally engage in any kind of banking or other business with any member of the Group.

29.7 **Rights and discretions**

(a) The Agent may rely on:

(i) any representation, notice or document (including, for the avoidance of doubt, any representation, notice or document communicating the consent of the Majority Lenders pursuant to Clause 38.1 (*Required consents*)) believed by it to be genuine, correct and appropriately authorised; and

(ii) any statement made by a director, authorised signatory or employee of any person regarding any matters which may reasonably be assumed to be within his knowledge or within his power to verify.

(b) The Agent may assume (unless it has received notice to the contrary in its capacity as agent for the Lenders) that:

(i) no Default has occurred (unless it has actual knowledge of a Default arising under Clause 25.1 (*Non-payment*));

(ii) any right, power, authority or discretion vested in any Party or the Majority Lenders has not been exercised;

(iii) any notice or request made by the Borrower (other than a Selection Notice) is made on behalf of and with the consent and knowledge of all the Obligors.

(c) The Agent may engage, pay for and rely on the advice or services of any lawyers, accountants, surveyors or other experts including any Custodian.

(d) The Agent may act in relation to the Finance Documents through its personnel and agents and through any necessary sub-agent, local agent or Affiliate and, for that purpose, may enter into any agreement or cause any agreement to be entered into, by any such sub-agent, local agent or Affiliate, including the execution, delivery, performance or enforcement of any Transaction Security Document.

(e) The Agent may disclose to any other Party any information it reasonably believes it has received as agent under this Agreement.

(f) Without prejudice to the generality of paragraph (e) above, the Agent may disclose the identity of a Defaulting Lender to the other Finance Parties and the Borrower and shall disclose the same upon the written request of the Borrower or the Majority Lenders.

(g) Notwithstanding any other provision of any Finance Document to the contrary, neither the Agent nor the Arranger is obliged to do or omit to do anything if it would or might in its reasonable opinion constitute a breach of any law or regulation or a breach of a fiduciary duty or duty of confidentiality.

(h) The Agent is not obliged to disclose to any Finance Party but shall disclose to the Borrower as soon as reasonably practical following a request to do so any details of the rate notified to the Agent by any Lender or the identity of any such Lender for the purpose of paragraph (a)(ii) of Clause 11.2 (*Market disruption*) (**provided that** the Borrower, by its signature to this Agreement, agrees to keep such information confidential and not to disclose it to anyone except for its officers, directors, employees and professional advisers on a confidential and "need to know" basis).

29.8 **Majority Lenders' instructions**

(a) Unless a contrary indication appears in a Finance Document, the Agent shall (i) exercise any right, power, authority or discretion vested in it as Agent in accordance with any instructions given to it by the Majority Lenders (or, if so instructed by the Majority Lenders, refrain from exercising any right, power, authority or discretion vested in it as Agent) and (ii) not be liable for any act (or omission) if it acts (or refrains from taking any action) in accordance with an instruction of the Majority Lenders.

(b) Unless a contrary indication appears in a Finance Document, any instructions given by the Majority Lenders will be binding on all the Finance Parties other than the Security Agent.

(c) The Agent may refrain from acting in accordance with the instructions of the Majority Lenders (or, if appropriate, the Lenders) until it has received such security as it may require for any cost, loss or liability (together with any associated VAT) which it may incur in complying with the instructions.

(d) In the absence of instructions from the Majority Lenders, (or, if appropriate, the Lenders) the Agent may act (or refrain from taking action) as it considers to be in the best interest of the Lenders (taken as a whole).

(e) The Agent is not authorised to act on behalf of a Lender (without first obtaining that Lender's consent) in any legal or arbitration proceedings relating to any Finance Document. This paragraph (e) shall not apply to any legal or arbitration proceeding relating to the perfection, preservation or protection of rights under the Transaction Security Documents or enforcement of the Transaction Security or Transaction Security Documents.

29.9 **Responsibility for documentation**

Neither the Agent nor the Arranger is:

(a) responsible for the adequacy, accuracy and/or completeness of any information (whether oral or written) supplied by the Agent, an Obligor or any other person given in or in connection with any Finance Document or the Transaction Security;

(b) responsible for the legality, validity, effectiveness, adequacy or enforceability of any Finance Document or the Transaction Security or any other agreement, arrangement or document entered into, made or executed in anticipation of or in connection with any Finance Document or the Transaction Security; or

(c) responsible for any determination as to whether any information provided or to be provided to any Finance Party is non-public information the use of which may be regulated or prohibited by applicable law or regulation relating to insider dealing or otherwise.

29.10 **Exclusion of liability**

(a) Without limiting paragraph (b) below, neither the Agent nor the Arranger will be liable for any action taken by it under or in connection with any Finance Document or the Transaction Security (or the negotiation or implementation of such documents) unless directly caused by its gross negligence or wilful misconduct or wilful breach of any Finance Document (and, for the avoidance of doubt, neither the Agent nor the Arranger will be liable in any circumstances for any consequential loss).

(b) No Party (other than the Agent) may take any proceedings against any officer, employee or agent of the Agent in respect of any claim it might have against the Agent or in respect of any act or omission of any kind by that officer, employee or agent in relation to any Finance Document and any officer, employee or agent of the Agent may rely on this Clause 29 subject to Clause 1.4 (*Third party rights*) and the provisions of the Third Parties Act.

(c) The Agent will not be liable for any delay (or any related consequences) in crediting an account with an amount required under the Finance Documents to be paid by the Agent if the Agent has taken all necessary steps as soon as reasonably practicable to comply with the regulations or operating procedures of any recognised clearing or settlement system used by the Agent for that purpose.

(d) Nothing in this Agreement shall oblige the Agent or the Arranger to carry out any checks pursuant to any laws or regulations relating to money laundering in relation to any person on behalf of any Lender and each Lender confirms to the Agent and the Arranger that it is solely responsible for any such checks it is required to carry out and that it may not rely on any statement in relation to such checks made by the Agent or the Arranger.

(e) The Agent will have no liability for the acts of its agents, sub-agents or delegates (including Affiliates acting in such capacities) except to the extent that the acts or omissions of such agent or sub-agent (to the extent that it is an Affiliate of the Agent) constitute gross negligence or wilful misconduct.

29.11 **Lenders' indemnity to the Agent**

Each Lender shall (in proportion to its share of the Total Commitments or, if the Total Commitments are then zero, to its share of the Total Commitments immediately prior to their reduction to zero) indemnify the Agent and its Affiliates (to the extent they act as agents, sub-agents or delegates in relation to the Finance Documents), within three Business Days of demand, against any cost, loss or liability incurred by the Agent and its Affiliates (to the extent they act as agents, sub-agents or delegates in relation to the Finance Documents) (otherwise than by reason of the Agent's or the relevant Affiliate's gross negligence or wilful misconduct) in acting as (or, as the case may be, assisting the) Agent under the Finance Documents (unless the Agent or the relevant Affiliate has been reimbursed by an Obligor pursuant to a Finance Document). Any third party referred to in this Clause 29.11 may rely on this Clause 29.11.

29.12 **Resignation of the Agent**

(a) The Agent may resign and appoint one of its Affiliates acting through an office in the United Kingdom or a member state of the European Union as successor by giving notice to the other Finance Parties and the Borrower.

(b) Alternatively the Agent may resign by giving notice to the other Finance Parties and the Borrower, in which case the Majority Lenders (after consultation with the Borrower) may appoint a successor Agent.

(c) If the Majority Lenders have not appointed a successor Agent in accordance with paragraph (b) above within 30 days after notice of resignation was given, the Agent (after consultation with the Borrower) may appoint a successor Agent (acting through an office in the United Kingdom or a member state of the European Union).

(d) The retiring Agent shall, at its own cost, make available to the successor Agent such documents and records and provide such assistance as the successor Agent may reasonably request for the purposes of performing its functions as Agent under the Finance Documents.

(e) The Agent's resignation notice shall only take effect upon the appointment of a successor.

(f) Upon the appointment of a successor, the retiring Agent shall be discharged from any further obligation in respect of the Finance Documents but shall remain entitled to the benefit of this Clause 29.12. Its successor and each of the other Parties shall have the same rights and obligations amongst themselves as they would have had if such successor had been an original Party.

(g) The Agent shall resign in accordance with paragraph (b) above (and, to the extent applicable, shall use reasonable endeavours to appoint a successor Agent pursuant to paragraph (c) above) if on or after the date which is three months before the earliest FATCA Application Date relating to any payment to the Agent under the Finance Documents, either:

(i) the Agent fails to respond to a request under Clause 20.7 (*FATCA Information*) and the Borrower or a Lender reasonably believes that the Agent will not be (or will have ceased to be) a FATCA Exempt Party on or after that FATCA Application Date;

(ii) the information supplied by the Agent pursuant to Clause 20.7 (*FATCA Information*) indicates that the Agent will not be (or will have ceased to be) a FATCA Exempt Party on or after that FATCA Application Date; or

(iii) the Agent notifies the Borrower and the Lenders that the Agent will not be (or will have ceased to be) a FATCA Exempt Party on or after that FATCA Application Date,

and (in each case) the Borrower or a Lender reasonably believes that a Party will be required to make a FATCA Deduction that would not be required if the Agent were a FATCA Exempt Party, and the Borrower or that Lender, by notice to the Agent, requires it to resign.

29.13 **Replacement of the Agent**

(a) After consultation with the Borrower, the Majority Lenders may, by giving 30 days' notice to the Agent (or, at any time the Agent is an Impaired Agent, by giving any shorter notice determined by the Majority Lenders) replace the Agent by appointing a successor Agent (acting through an office in the United Kingdom or a member state of the European Union).

(b) The retiring Agent shall (at its own cost if it is an Impaired Agent and otherwise at the expense of the Lenders) make available to the successor Agent such documents and records and provide such assistance as the successor Agent may reasonably request for the purposes of performing its functions as Agent under the Finance Documents.

(c) The appointment of the successor Agent shall take effect on the date specified in the notice from the Majority Lenders to the retiring Agent. As from this date, the retiring Agent shall be discharged from any further obligation in respect of the Finance Documents but shall remain entitled to the benefit of this Clause 29 (and any agency fees for the account of the retiring Agent shall cease to accrue from (and shall be payable on) that date).

(d) Any successor Agent and each of the other Parties shall have the same rights and obligations among themselves as they would have had if such successor had been an original Party.

29.14 **Confidentiality**

(a) In acting as agent for the Finance Parties, the Agent shall be regarded as acting through its agency division which shall be treated as a separate entity from any other of its divisions or departments.

(b) If information is received by another division or department of the Agent, it may be treated as confidential to that division or department and the Agent shall not be deemed to have notice of it.

(c) Notwithstanding any other provision of any Finance Document to the contrary, the Agent is not obliged to disclose to any other person (i) any confidential information or (ii) any other information if the disclosure would or might in its reasonable opinion constitute a breach of any law or a breach of a fiduciary duty.

29.15 **Relationship with the Lenders**

(a) Subject to Clause 26.9 (*Pro rata interest settlement*), the Agent may treat the person shown in its records as Lender at the opening of business (in the place of the Agent's principal office as notified to the Finance Parties from time to time) as the Lender acting through its Facility Office:

(i) entitled to or liable for any payment due under any Finance Document on that day; and

(ii) entitled to receive and act upon any notice, request, document or communication or make any decision or determination under any Finance Document made or delivered on that day,

unless it has received not less than five Business Days' prior notice from that Lender to the contrary in accordance with the terms of this Agreement.

(b) Each Lender shall supply the Agent with any information that the Security Agent may reasonably specify (through the Agent) as being necessary or desirable to enable the Security Agent to perform its functions as Security Agent. Each Lender shall deal with the Security Agent exclusively through the Agent and shall not deal directly with the Security Agent.

(c) The Agent may disclose to any Lender any information received by it in its capacity as Agent (including, without limitation, details of the identities and Commitments of the Lenders).

(d) Any Lender may by notice to the Agent appoint a person to receive on its behalf all notices, communications, information and documents to be made or despatched to that Lender under the Finance Documents. Such notice shall contain the address, fax number and (where communication by electronic mail or other electronic means is permitted under Clause 34.6 (*Electronic communication*)) electronic mail address and/or any other information required to enable the sending and receipt of information by that means (and, in each case, the department or officer, if any, for whose attention communication is to be made) and be treated as a notification of a substitute address, fax number, electronic mail address, department and officer by that Lender for the purposes

of Clause 34.2 (*Addresses*) and paragraph (a)(iii) of Clause 34.6 (*Electronic communication*) and the Agent shall be entitled to treat such person as the person entitled to receive all such notices, communications, information and documents as though that person were that Lender.

29.16 **Credit appraisal by the Lenders**

Without affecting the responsibility of any Obligor for information supplied by it or on its behalf in connection with any Finance Document, each Lender confirms to the Agent and the Arranger that it has been, and will continue to be, solely responsible for making its own independent appraisal and investigation of all risks arising under or in connection with any Finance Document including but not limited to:

(a) the financial condition, status and nature of each member of the Group;

(b) the legality, validity, effectiveness, adequacy or enforceability of any Finance Document and the Transaction Security and any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Finance Document or the Transaction Security;

(c) whether that Secured Party has recourse, and the nature and extent of that recourse, against any Party or any of its respective assets under or in connection with any Finance Document, the Transaction Security or the transactions contemplated by the Finance Documents or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Finance Document;

(d) the adequacy, accuracy and/or completeness of any information provided by the Agent, any Party or by any other person under or in connection with any Finance Document, the transactions contemplated by the Finance Documents or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Finance Document;

(e) the right or title of any person in or to, or the value or sufficiency of any part of the Charged Property, the priority of any of the Transaction Security or the existence of any Security affecting the Charged Property; and

(f) the legality, validity, effectiveness, adequacy or enforceability of any action taken or made in connection with any Finance Document.

29.17 **Reference Banks**

The Parties agree and acknowledge that:

(a) the Obligors have proposed the names of the entities referred to in the definition of Reference Banks and the appointment of those Reference Banks has been accepted by the Original Lenders and such Reference Banks; and

(b) each Obligor represents that it considers it beneficial for it to appoint banks of international repute which are Lenders hereunder as Reference Banks for the purposes of this Agreement (instead of other banks which are not Lenders hereunder in order to have Reference Banks which are not Lenders the rates of which could be less representative of market rates).

29.18 **Agent's management time**

Any amount payable to the Agent under Clause 15.3 *(Indemnity to the Agent*), Clause 17 (*Costs and Expenses*) and Clause 29.11 (*Lenders' indemnity to the Agent*) shall include the cost of utilising the Agent's management time or other resources and will be calculated on the basis of such reasonable daily or hourly rates as the Agent may notify to the Borrower and the Lenders, and is in addition to any fee paid or payable to the Agent under Clause 12 (*Fees*).

29.19 **Deduction from amounts payable by the Agent**

If any Party owes an amount to the Agent under the Finance Documents the Agent may, after giving notice to that Party, deduct an amount not exceeding that amount from any payment to that Party which the Agent would otherwise be obliged to make under the Finance Documents and apply the amount deducted in or towards satisfaction of the amount owed. For the purposes of the Finance Documents that Party shall be regarded as having received any amount so deducted.

29.20 **Role of the Security Agent**

(a) The Security Agent's duties under this Agreement are solely mechanical and administrative in nature.

(b) In particular, the role and, *inter alia*, duties, rights, powers, protections and benefits of the Security Agent are more particularly described in the Intercreditor Agreement, which sets out the basis upon which the Security Agent acts under this Agreement. Should any provision regarding the duties, discretions, rights, benefits, protections, indemnities and immunities of the Security Agent (the "**Security Agent Provisions**") conflict or otherwise be inconsistent as between this Agreement and the Intercreditor Agreement, then the Security Agent Provisions as contained in the Intercreditor Agreement shall prevail.

29.21 **Reliance and engagement letters**

Each Finance Party and Secured Party confirms that the Agent has authority to accept on its behalf (and ratifies the acceptance on its behalf of any letters or reports already accepted by the Agent) the terms of any reliance letter or engagement letters relating to any reports or letters provided by accountants in connection with the Finance Documents or the transactions contemplated in the Finance Documents and to bind it in respect of those reports or letters and to sign such letters on its behalf and further confirms that it accepts the terms and qualifications set out in such letters.

29.22 **Specific Intercreditor Agreement amendment instructions**

Each Lender hereby instructs the Agent to enter into the deed of amendment to the Intercreditor Agreement previously circulated to each of the Finance Parties prior to the date hereof in order to amend the Intercreditor Agreement in the form attached thereto and to instruct the Security Agent to do so also. The Agent hereby accordingly instructs the Security Agent to enter into such deed of amendment.

30. **CONDUCT OF BUSINESS BY THE FINANCE PARTIES**

No provision of this Agreement will:

(a) interfere with the right of any Finance Party to arrange its affairs (tax or otherwise) in whatever manner it thinks fit;

(b) oblige any Finance Party to investigate or claim any credit, relief, remission or repayment available to it or the extent, order and manner of any claim; or

(c) oblige any Finance Party to disclose any information relating to its affairs (tax or otherwise) or any computations in respect of Tax.

31. **SHARING AMONG THE FINANCE PARTIES**

31.1 **Payments to Finance Parties**

If a Finance Party (a "**Recovering Finance Party**") receives or recovers any amount from an Obligor other than in accordance with Clause 32 (*Payment Mechanics*) or otherwise receives or recovers more than the amount to which it is entitled under the Finance Documents (a "**Recovered Amount**") and applies that amount to a payment due under the Finance Documents then:

(a) the Recovering Finance Party shall, within three Business Days, notify details of the receipt or recovery, to the Agent;

(b) the Agent shall determine whether the receipt or recovery is in excess of the amount the Recovering Finance Party would have been paid had the receipt or recovery been received or made by the Agent and distributed in accordance with Clause 32 (*Payment Mechanics*), without taking account of any Tax which would be imposed on the Agent in relation to the receipt, recovery or distribution;

(c) the Recovering Finance Party shall, within three Business Days of demand by the Agent, pay to the Agent an amount (the "**Sharing Payment**") equal to such receipt or recovery less any amount which the Agent determines may be retained by the Recovering Finance Party as its share of any payment to be made, in accordance with Clause 32.6 (*Partial payments*); and

(d) for the avoidance of doubt, if circumstances exist where:

(i) there is an unavailability or shortage of foreign exchange in any applicable jurisdiction of an Obligor or there has occurred a general moratorium or general debt rescheduling with respect to indebtedness of entities in such Obligor's jurisdiction; and

(ii) as a result of a Recovering Finance Party having preferential treatment or creditor status, any applicable governmental authority of the Obligor's jurisdiction is permitting such Obligor to access and/or transfer, freely convertible and transferable currencies ("**Convertible Currencies**") in order to pay obligations denominated in Convertible Currencies which are owed to such Recovering Finance Party (by way of exemption to, or preferential treatment under, such foreign exchange restrictions), but is not permitting such Obligor to do so in order to pay obligations denominated in Convertible Currencies which are owed to other Finance Parties, which do not have preferential treatment or creditor status,

then such Recovering Finance Party may retain amounts received by it in such Convertible Currencies provided that:

(A) all amounts available to the Finance Parties from the Obligors are first allocated to each of the Finance Parties in accordance with the relevant requirements of this Agreement or the Intercreditor Agreement (as the case may be) in the currency that such amounts are made available, with such allocation calculated assuming such amounts had been in the hands of the Agent or Security Agent, as the case may be (and for the avoidance of doubt, nothing in this clause is intended to change, affect or relate to, such allocation); and

(B) the amount received by such Recovering Finance Party does not exceed the amount which such Recovering Finance Party is entitled to receive as a result of the above-mentioned allocation,

and provided further that the foregoing clause shall in no way restrict, limit or prejudice the rights and claims of any Finance Party against any Obligor, including any Obligor to whom such unavailability or shortage of foreign exchange or general moratorium or general debt rescheduling does not apply, or the right of any Finance Party to, in its sole discretion, accept or refuse to accept any payment other than in the currency in which payment is due and in accordance with Clause 32.1 (*Payments to the Agent*). Any Recovering Finance Party shall promptly upon the written request of the Agent, the Security Agent or the Borrower confirm the amount of Convertible Currencies so received.

31.2 **Redistribution of payments**

The Agent shall treat the Sharing Payment as if it had been paid by the relevant Obligor and distribute it between the Finance Parties (other than the Recovering Finance Party) (the "**Sharing Finance Parties**") in accordance with Clause 32.6 (*Partial payments*) towards the obligations of that Obligor to the Sharing Finance Parties.

31.3 **Recovering Finance Party's rights**

(a) On a distribution by the Agent under Clause 31.2 (*Redistribution of payments*), of a payment received by a Recovering Finance Party from an Obligor, as between the relevant Obligor and the Recovering Finance Party, an amount of the Recovered Amount equal to the Sharing Payment will be treated as not having been paid by that Obligor.

(b) If and to the extent that the Recovering Finance Party is not able to rely on its rights under paragraph (a) above, the relevant Obligor shall be liable to the Recovering Finance Party for a debt equal to the Sharing Payment which is immediately due and payable.

31.4 **Reversal of redistribution**

If any part of the Sharing Payment received or recovered by a Recovering Finance Party becomes repayable and is repaid by that Recovering Finance Party, then:

(a) each Sharing Finance Party shall, upon request of the Agent, pay to the Agent for the account of that Recovering Finance Party an amount equal to the appropriate part of its share of the Sharing Payment (together with an amount as is necessary to reimburse that Recovering Finance Party for its proportion of any interest on the Sharing Payment which that Recovering Finance Party is required to pay) (the "**Redistributed Amount**"); and

(b) that Recovering Finance Party's right of subrogation in respect of any reimbursement shall be cancelled and, as between the relevant Obligor and each relevant Sharing Finance Party, an amount equal to the relevant Redistributed Amount will be treated as not having been paid by that Obligor.

31.5 **Exceptions**

(a) This Clause 31 shall not apply to the extent that the Recovering Finance Party would not, after making any payment pursuant to this Clause, have a valid and enforceable claim against the relevant Obligor.

(b) A Recovering Finance Party is not obliged to share with any other Finance Party any amount which the Recovering Finance Party has received or recovered as a result of taking legal or arbitration proceedings, if:

(i) it notified the other Finance Party of the legal or arbitration proceedings; and

(ii) the other Finance Party had an opportunity to participate in those legal or arbitration proceedings but did not do so as soon as reasonably practicable having received notice and did not take separate legal or arbitration proceedings.

(c) This Clause 31 shall not impose any obligation on the Security Agent to pay a Sharing Payment to the Agent under Clause 31.1 (*Payments to Finance Parties*) or Clause 31.4 (*Reversal of redistribution*).

32. PAYMENT MECHANICS

32.1 Payments to the Agent

(a) Subject to paragraph (b), on each date on which an Obligor or a Lender is required to make a payment under a Finance Document, that Obligor or Lender shall make the same available to the Agent (unless a contrary indication appears in a Finance Document) for value on the due date at the time and in such funds specified by the Agent as being customary at the time for settlement of transactions in the relevant currency in the place of payment.

(b) Payment shall be made to such account in the principal financial centre of the country of that currency (or, in relation to euro, in a principal financial centre in a Participating Member State or London) with such bank as the Agent specifies.

32.2 Distributions by the Agent

Each payment received by the Agent under the Finance Documents for another Party shall, subject to Clause 32.3 (*Distributions to an Obligor*) and Clause 32.4 (*Clawback*) and Clause 29.19 (*Deduction from amounts payable by the Agent*), be made available by the Agent as soon as practicable after receipt to the Party entitled to receive payment in accordance with this Agreement for the account of its Facility Office, to such account as that Party may notify to the Agent by not less than five Business Days' notice with a bank in the principal financial centre of the country of that currency (or, in relation to euro, in the principal financial centre of a Participating Member State or London).

32.3 Distributions to an Obligor

The Agent may (with the consent of the Obligor or in accordance with Clause 33 (*Set-Off*)) apply any amount received by it for that Obligor in or towards payment (on the date and in the currency and funds of receipt) of any amount due from that Obligor under the Finance Documents or in or towards purchase of any amount of any currency to be so applied.

32.4 Clawback

(a) Where a sum is to be paid to the Agent under the Finance Documents for another Party, the Agent is not obliged to pay that sum to that other Party (or to enter into or perform any related exchange contract) until it has been able to establish to its satisfaction that it has actually received that sum.

(b) If the Agent pays an amount to another Party and it proves to be the case that the Agent had not actually received that amount, then the Party to whom that amount (or the proceeds of any related exchange contract) was paid by the Agent shall on demand refund the same to the Agent together with interest on that amount from the date of payment to the date of receipt by the Agent, calculated by the Agent to reflect its cost of funds.

32.5 **Impaired Agent**

(a) If, at any time, the Agent becomes an Impaired Agent, an Obligor or a Lender which is required to make a payment under the Finance Documents to the Agent in accordance with Clause 32.1 (*Payments to the Agent*) may instead either pay that amount direct to the required recipient or pay that amount to an interest-bearing account held with an Acceptable Bank within the meaning of paragraph (a) of the definition of "Acceptable Bank" and in relation to which no Insolvency Event has occurred and is continuing, in the name of the Obligor or the Lender making the payment and designated as a trust account for the benefit of the Party or Parties beneficially entitled to that payment under the Finance Documents. In each case such payments must be made on the due date for payment under the Finance Documents.

(b) All interest accrued on the amount standing to the credit of the trust account shall be for the benefit of the beneficiaries of that trust account *pro rata* to their respective entitlements.

(c) A Party which has made a payment in accordance with this Clause 32.5 shall be discharged of the relevant payment obligation under the Finance Documents and shall not take any credit risk with respect to the amounts standing to the credit of the trust account.

(d) Promptly upon the appointment of a successor Agent in accordance with Clause 29.13 (*Replacement of the Agent*), each Party which has made a payment to a trust account in accordance with this Clause 32.5 shall give all requisite instructions to the bank with whom the trust account is held to transfer the amount (together with any accrued interest) to the successor Agent for distribution in accordance with Clause 32.2 (*Distributions by the Agent*).

32.6 **Partial payments**

(a) Subject to the provisions of the Intercreditor Agreement, if the Agent receives a payment for application against amounts due in respect of any Finance Documents that is insufficient to discharge all the amounts then due and payable by an Obligor under those Finance Documents, the Agent shall apply that payment towards the obligations of that Obligor under those Finance Documents in the following order:

(i) **first**, in or towards payment *pro rata* of any unpaid fees, costs and expenses of the Agent and the Security Agent under those Finance Documents;

(ii) **secondly**, in or towards payment *pro rata* of any accrued interest, fee or commission due but unpaid under those Finance Documents;

(iii) **thirdly**, in or towards payment *pro rata* of any principal due but unpaid under those Finance Documents; and

(iv) **fourthly**, in or towards payment *pro rata* of any other sum due but unpaid under the Finance Documents.

(b) The Agent shall, if so directed by the Majority Lenders, vary the order set out in paragraphs (a)(ii) to (iv) above (but not, for the avoidance of doubt, the *pro rata* allocation of payments falling within any such paragraph).

(c) Paragraphs (a) and (b) above will override any appropriation made by an Obligor.

32.7 **Set-off by Obligors**

All payments to be made by an Obligor under the Finance Documents shall be calculated and be made without (and free and clear of any deduction for) set-off or counterclaim.

32.8 **Business Days**

(a) Any payment which is due to be made on a day that is not a Business Day shall be made on the next Business Day in the same calendar month (if there is one) or the preceding Business Day (if there is not).

(b) During any extension of the due date for payment of any principal or Unpaid Sum under this Agreement interest is payable on the principal or Unpaid Sum at the rate payable on the original due date.

32.9 **Currency of account**

(a) Subject to paragraphs (b) to (e) below, dollars is the currency of account and payment for any sum due from an Obligor under any Finance Document.

(b) A repayment of a Utilisation or Unpaid Sum or a part of a Utilisation or Unpaid Sum shall be made in the currency in which that Utilisation or Unpaid Sum is denominated on its due date.

(c) Each payment of interest shall be made in the currency in which the sum in respect of which the interest is payable was denominated when that interest accrued.

(d) Each payment in respect of costs, expenses or Taxes shall be made in the currency in which the costs, expenses or Taxes are incurred.

(e) Any amount expressed to be payable in a currency other than dollars shall be paid in that other currency.

32.10 **Change of currency**

(a) Unless otherwise prohibited by law, if more than one currency or currency unit is at the same time recognised by the central bank of any country as the lawful currency of that country, then:

(i) any reference in the Finance Documents to, and any obligations arising under the Finance Documents in, the currency of that country shall be translated into, or paid in, the currency or currency unit of that country designated by the Agent (after consultation with the Borrower); and

(ii) any translation from one currency or currency unit to another shall be at the official rate of exchange recognised by the central bank for the conversion of that currency or currency unit into the other, rounded up or down by the Agent (acting reasonably).

(b) If a change in any currency of a country occurs, this Agreement will, to the extent the Agent (acting reasonably and after consultation with the Borrower) specifies to be necessary, be amended to comply with any generally accepted conventions and market practice in the Relevant Interbank Market and otherwise to reflect the change in currency.

33 SET-OFF

A Finance Party may set off any matured obligation due from an Obligor under the Finance Documents (to the extent beneficially owned by that Finance Party) against any matured obligation owed by that Finance Party to that Obligor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Finance Party may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

34 NOTICES

34.1 Communications in writing

Any communication to be made under or in connection with the Finance Documents shall be made in writing and, unless otherwise stated, may be made by fax or letter or (in accordance with Clause 34.6 (*Electronic communication*)) by email.

34.2 Addresses

The address and fax number (and the department or officer, if any, for whose attention the communication is to be made) of each Party for any communication or document to be made or delivered under or in connection with the Finance Documents is:

(a) in the case of the Borrower:

Address: CEMEX, S.A.B. de C.V.
Avenida Ricardo Margáin #325
Colonia Valle del Campestre
San Pedro Garza García
Nuevo León, 66265
México

Fax: +52 (81) 8888 4465

Attention: Corporate Finance Director;

with a copy to:

Address: CEMEX, S.A.B. de C.V.
Avenida Ricardo Margáin #325
Colonia Valle del Campestre
San Pedro Garza García
Nuevo León, 66265
México

Fax: +52 (81) 8888 6779

Attention: Financial Operations Manager;

(b) in the case of each Lender, or any other Obligor, that notified in writing to the Agent on or prior to the date on which it becomes a Party;

(c) in the case of the Agent:

Address: Citibank Europe plc, UK Branch
5th Floor, Citigroup Centre
Mail Drop CGC2 05-65
25 Canada Square, Canary Wharf
London E14 5LB
United Kingdom

Fax: +44 (0) 20 7492 3980 / +44 (0) 20 7067 9536

Attention: EMEA Loans Agency; and

(d) in the case of the Security Agent:

Address: Third Floor, 1 King's Arms Yard
London EC2R 7AF
United Kingdom

Fax: +44 (0) 20 7397 3601

Attention: George Bollas / Keith Reader,

or any substitute address, fax number or department or officer as the Party may notify to the Agent (or the Agent may notify to the other Parties, if a change is made by the Agent) by not less than five Business Days' notice.

34.3 **Delivery**

(a) Any communication or document made or delivered by one person to another under or in connection with the Finance Documents will only be effective:

(i) if by way of fax, when received in legible form; or

(ii) if by way of letter, when it has been left at the relevant address or five Business Days after being deposited in the post (postage prepaid) in an envelope addressed to it at that address,

and, if a particular department or officer is specified as part of its address details provided under Clause 34.2 (*Addresses*), if addressed to that department or officer.

(b) Any communication or document to be made or delivered to the Agent or the Security Agent will be effective only when actually received by the Agent or Security Agent and then only if it is expressly marked for the attention of the department or officer identified in Clause 34.2 (*Addresses*) (or any substitute department or officer as the Agent or Security Agent shall specify for this purpose).

(c) All notices from or to an Obligor shall be sent through the Agent. The Borrower may make and/or deliver as agent of each Obligor notices and/or requests on behalf of each Obligor.

(d) Any communication or document made or delivered to the Borrower in accordance with this Clause 34.3 will be deemed to have been made or delivered to each of the Obligors.

34.4 **Notification of address and fax number**

Promptly upon receipt of notification of an address or fax number or change of address or fax number pursuant to Clause 34.2 (*Addresses*) or changing its own address or fax number, the Agent shall notify the other Parties.

34.5 **Communication when Agent is Impaired Agent**

If the Agent is an Impaired Agent the Parties may, instead of communicating with each other through the Agent, communicate with each other directly and (while the Agent is an Impaired Agent) all the provisions of the Finance Documents which require communications to be made or notices to be given to or by the Agent shall be varied so that communications may be made and notices given to or by the relevant Parties directly. This provision shall not operate after a replacement Agent has been appointed.

34.6 **Electronic communication**

(a) Any communication to be made between the Agent or the Security Agent and a Lender and/or any member of the Group under or in connection with the Finance Documents may be made by electronic mail or other electronic means, if the Agent, the Security Agent and the relevant Lender and/or member of the Group:

(i) agree that, unless and until notified to the contrary, this is to be an accepted form of communication;

(ii) notify each other in writing of their electronic mail address and/or any other information required to enable the sending and receipt of information by that means; and

(iii) notify each other of any change to their address or any other such information supplied by them.

(b) Any electronic communication made between the Agent and a Lender or the Security Agent and/or any member of the Group will be effective only when actually received in readable form and, in the case of any electronic communication made by a Lender and/or the Security Agent and/or any member of the Group to the Agent, only if it is addressed in such a manner as the Agent or Security Agent shall specify for this purpose.

(c) As at the date of this Agreement, the Security Agent has not agreed that electronic communication as contemplated by this Clause 34.6 is an accepted form of communication unless any communication from a Party to the Security Agent by electronic means is also made by fax, and such communication shall only be effective when such fax is received in legible form.

34.7 **English language**

(a) Any notice given under or in connection with any Finance Document must be in English.

(b) All other documents provided under or in connection with any Finance Document must be:

(i) in English; or

(ii) if not in English, and if so required by the Agent, accompanied by a certified English translation and, in this case, the English translation will prevail unless the document is a constitutional, statutory or other official document.

34.8 **Obligor Agent**

(a) Each Obligor (other than the Borrower) by its execution of this Agreement or an Accession Letter (as the case may be) irrevocably appoints the Borrower to act on its behalf as its agent in relation to the Finance Documents and irrevocably authorises:

(i) the Borrower on its behalf to supply all information concerning itself contemplated by this Agreement to the Finance Parties and to give all notices and instructions, to execute on its behalf any documents required hereunder and to make such agreements capable of being given or made by any Obligor notwithstanding that they may affect such Obligor, without further reference to or consent of such Obligor;

(ii) the Borrower on its behalf as its agent (*comisionista*) pursuant to articles 273 and 274 of the Mexican Commerce Code (*Código de Comercio*) to exercise the rights, powers, authorities and discretions specifically given to it under or in connection with the Finance Documents; and

(iii) each Finance Party to give any notice, demand or other communication to such Obligor pursuant to the Finance Documents to the Borrower on its behalf,

and in each case such Obligor shall be bound thereby as though such Obligor itself had given such notices and instructions or executed or made such agreements or received any notice, demand or other communication.

(b) Every act, agreement, undertaking, settlement, waiver, notice or other communication given or made by the Borrower, or given to the Borrower, in its capacity as agent in accordance with paragraph (a) of this Clause 34.8, in connection with this Agreement shall be binding for all purposes on such Obligors as if the other Obligors had expressly made, given or concurred with the same. In the event of any conflict between any notices or other communications of the Borrower and any other Obligor, those of the Borrower shall prevail.

34.9 **Use of websites**

(a) The Borrower may satisfy its obligation under this Agreement to deliver any information in relation to those Lenders (the "**Website Lenders**") who accept this method of communication by posting this information on to an electronic website designated by the Borrower and the Agent (the "**Designated Website**") if:

(i) the Agent expressly agrees (after consultation with each of the Lenders) that it will accept communication of the information by this method;

(ii) both the Borrower and the Agent are aware of the address of and any relevant password specifications for the Designated Website; and

(iii) the information is in a format previously agreed between the Borrower and the Agent.

If any Lender does not agree to the delivery of information electronically then the Agent shall notify the Borrower accordingly and the Borrower shall supply the information to the Agent in paper form. In any event the Borrower shall supply the Agent with at least one copy in paper form of any information required to be provided by it.

(b) The Agent shall supply each Website Lender with the address of and any relevant password specifications for the Designated Website following designation of that website by the Borrower and the Agent.

(c) The Borrower shall promptly upon becoming aware of its occurrence notify the Agent if:

(i) the Designated Website cannot be accessed due to technical failure;

(ii) the password specifications for the Designated Website change;

(iii) any new information which is required to be provided under this Agreement is posted on to the Designated Website;

(iv) any existing information which has been provided under this Agreement and posted on to the Designated Website is amended; or

(v) the Borrower becomes aware that the Designated Website or any information posted on to the Designated Website is or has been infected by any electronic virus or similar software.

If the Borrower notifies the Agent under paragraph (c)(i) or paragraph (c)(v) above, all information to be provided by the Borrower under this Agreement after the date of that notice shall be supplied in paper form unless and until the Agent and each Website Lender are satisfied that the circumstances giving rise to the notification are no longer continuing.

(d) Any Website Lender may request, through the Agent, one paper copy of any information required to be provided under this Agreement which is posted on to the Designated Website. The Borrower shall at its own cost comply with any such request within ten Business Days.

35. CALCULATIONS AND CERTIFICATES

35.1 Accounts

In any litigation or arbitration proceedings arising out of or in connection with a Finance Document, the entries made in the accounts maintained by a Finance Party are *prima facie* evidence of the matters to which they relate.

35.2 Certificates and determinations

Any certification or determination by a Finance Party of a rate or amount under any Finance Document is, in the absence of manifest error, conclusive evidence of the matters to which it relates.

35.3 Day count convention

Any interest, commission or fee accruing under a Finance Document will accrue from day to day and is calculated on the basis of the actual number of days elapsed and a year of 360 days or, in any case where the practice in the Relevant Interbank Market differs, in accordance with that market practice.

35.4 Spanish Civil Procedure

In the event that this Agreement is raised to a Spanish Public Document, for the purposes of Article 572.2 of the Spanish Civil Procedure Law (*Ley de Enjuiciamiento Civil*), all parties expressly agree that the exact amount due at any time by the Obligors to the Lenders will be the amount specified in a certificate issued by the Agent (and/or any Lender) in accordance with Clause 35.2 (*Certificates and determinations*) as representative of the Lenders reflecting the balance of the accounts referred to in Clause 35.1 (*Accounts*).

35.5 **No personal liability**

If an individual signs a certificate on behalf of any member of the Group and the certificate proves to be incorrect, the individual will incur no personal liability as a result, unless the individual acted fraudulently in giving the certificate. In this case any liability of the individual will be determined in accordance with applicable law.

36. **PARTIAL INVALIDITY**

If, at any time, any provision of the Finance Documents is or becomes illegal, invalid or unenforceable in any respect under any law or regulation of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law or regulations of any other jurisdiction will in any way be affected or impaired.

37. **REMEDIES AND WAIVERS**

No failure to exercise, nor any delay in exercising, on the part of any Finance Party or Secured Party, any right or remedy under the Finance Documents shall operate as a waiver of any such right or remedy or constitute an election to affirm any of the Finance Documents. No election to affirm any of the Finance Documents on the part of any Finance Party shall be effective unless it is in writing. No single or partial exercise of any right or remedy shall prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights or remedies provided by law or regulation.

38. **AMENDMENTS AND WAIVERS**

38.1 **Required consents**

(a) Subject to Clause 38.2 (*Exceptions*) and Clause 38.3 (*Facility Change*), any term of the Finance Documents may be amended or waived only with the consent of the Majority Lenders and the Borrower and any such amendment or waiver will be binding on all Parties.

(b) Subject to paragraphs (c) to (e) of Clause 29.1 (*Appointment of the Agent*), the Agent may effect, on behalf of any Finance Party, any amendment or waiver permitted by this Clause 38.

(c) Each Obligor agrees to any such amendment or waiver permitted by this Clause 38 which is agreed to by the Borrower. This includes any amendment or waiver which would, but for this paragraph (c), require the consent of all of the Guarantors.

38.2 **Exceptions**

(a) Subject to Clause 38.6 (*Replacement of Screen Rate*), an amendment or waiver that has the effect of changing or which relates to:

(i) the definition of “Majority Lenders” or “Super Majority Lenders” in Clause 1.1 (*Definitions*);

(ii) an extension to the Termination Date or to the date of any scheduled payment of any amount under the Finance Documents (except pursuant to Clause 2.2 (*Accordion*) or a Facility Change);

(iii) a reduction in the Margin or a reduction in the amount (or, in respect of interest, fees and commissions, the rate) of any payment of principal, interest, fees or commission payable;

(iv) the allocation as among the Lenders of any amount payable under the Finance Documents;

(v) a change in currency of payment of any amount under the Finance Documents;

(vi) an increase in or an extension of any Commitment or the Total Commitments (except pursuant to Clause 2.2 (*Accordion*) or a Facility Change);

(vii) a change to the Borrower or any of the Guarantors other than in accordance with Clause 28 (*Changes to the Obligors*);

(viii) any provision which expressly requires the consent of all the Lenders;

(ix) Clause 2.3 (*Finance Parties' rights and obligations*), Clause 18 (*Guarantee and Indemnity*), Clause 26 (*Changes to the Lenders*), Clause 28 (*Changes to the Obligors*) or this Clause 38; or

(x) any amendment to the order of priority or subordination under the Intercreditor Agreement,

shall not be made without the prior consent of all of the Lenders (save in circumstances where such change is made pursuant to Clause 2.2 (*Accordion*) or Clause 23 (*Covenant Reset Date*)).

(b) An amendment or waiver which relates to the rights or obligations of the Agent, the Arranger or, as the case may be, the Security Agent may not be effected without the consent of the Agent, the Arranger or, as the case may be, the Security Agent at such time.

(c) Any amendment or waiver that has the effect of changing or that relates to:

(i) the nature or scope of the Charged Property or the manner in which the proceeds of enforcement of the Transaction Security are distributed (except insofar as it relates to a sale or disposal of an asset which is the subject of the Transaction Security where such sale or disposal is expressly permitted under this Agreement or any other Finance Document);

(ii) the release of any guarantee and indemnity granted under Clause 18 (*Guarantee and Indemnity*) or of any Transaction Security unless permitted under this Agreement or any other Finance Document or relating to a sale or disposal of an asset which is the subject of the Transaction Security where such sale or disposal is expressly permitted under this Agreement or any other Finance Document,

may only be made with the consent of the Super Majority Lenders.

(d) If any Lender fails to respond to a request for a consent, waiver or amendment of or in relation to any of the terms of any Finance Document or other vote of Lenders under the terms of this Agreement within 20 Business Days of that request being made (or such longer period as the Borrower may, in its absolute discretion, specify (subject to prior notice being given by the Borrower to the Agent)), its Commitment and/or participation shall not be included for the purpose of calculating the Total Commitments or participations under the relevant Facility/ies when ascertaining whether any relevant percentage (including, for the avoidance of doubt, unanimity) of Total Commitments and/or participations has been obtained to approve that request.

38.3 **Facility Change**

(a) The Borrower may, by notice to the Agent for circulation to all Lenders, request the consent of each Lender to an extension of the Termination Date with respect to that Lender's Commitment and participation in the Loans (such extension, a "**Facility Change**", and any such Lender which consents to an extension of the Termination Date with respect to its Commitment and participation in the Loans, a "**Facility Change Lender**").

(b) A Facility Change shall be implemented by way of an amendment to this Agreement (and, if required, any other Finance Document) to reflect the Facility Change in relation to the relevant Facility Change Lender(s) (but, for the avoidance of doubt, in relation to no other Lender) (including, without limitation, by the creation of sub-tranches or a new facility comprising the Commitment and participation in the Loans of some or all of the Facility Change Lender(s), and to which the extended Termination Date is to apply).

(c) Notwithstanding anything in this Clause 38 or any other provision of the Finance Documents to the contrary, an amendment to any term of the Finance Documents made in accordance with this Clause 38.3 in order to implement a Facility Change may be approved with the consent of the relevant Facility Change Lender and the Borrower (and countersigned by the Agent) and any such amendment will be binding on all Parties.

38.4 **Replacement of Lender**

(a) If at any time:

(i) any Lender becomes a Non-Consenting Lender (as defined in paragraph (c) below); or

(ii) an Obligor other than a Security Provider that is not also the Borrower or a Guarantor becomes obliged to repay any amount in accordance with Clause 7.1 (*Illegality*) or to pay additional amounts pursuant to Clause 14.1 (*Increased costs*), Clause 13.2 (*Tax gross-up*) or Clause 13.3 (*Tax indemnity*) to any Lender in excess of amounts payable to the other Lenders generally,

then the Borrower may, on 10 Business Days' prior written notice to the Agent and such Lender, replace such Lender by requiring such Lender to (and such Lender shall) transfer pursuant to Clause 26 (*Changes to the Lenders*) all (and not part only) of its rights and obligations under this Agreement to a Lender or other bank, financial institution, trust, fund or other entity (a "**Replacement Lender**") selected by the Borrower, and (unless at such time the Agent is an Impaired Agent) which is acceptable to the Agent (acting reasonably), which confirms its willingness to assume and does assume all the obligations of the transferring Lender (including the assumption of the transferring Lender's participations on the same basis as the transferring Lender) for a purchase price in cash payable at the time of transfer equal to the outstanding principal amount of such Lender's participation in the outstanding Utilisations and all accrued interest and/or Break Costs and other amounts payable in relation thereto under the Finance Documents.

(b) The replacement of a Lender pursuant to this Clause 38.4 shall be subject to the following conditions:

(i) the Borrower shall have no right to replace the Agent or Security Agent;

(ii) neither the Agent nor the Lender shall have any obligation to the Borrower to find a Replacement Lender;

(iii) in the event of a replacement of a Non-Consenting Lender such replacement must take place no later than 180 days after the date on which the Non-Consenting Lender notifies the Borrower and the Agent of its failure or refusal to give a consent in relation to, or agree to any waiver or amendment to the Finance Documents requested by the Borrower; and

(iv) in no event shall the Lender replaced under this paragraph (b) be required to pay or surrender to such Replacement Lender any of the fees received by such Lender pursuant to the Finance Documents.

(c) In the event that:

(i) the Borrower or the Agent (at the request of the Borrower) has requested the Lenders to give a consent in relation to, or to agree to a waiver or amendment of, any provisions of the Finance Documents;

(ii) the consent, waiver or amendment in question requires the approval of all the Lenders; and

(iii) Lenders whose Commitments aggregate more than 85 per cent. of the Total Commitments (or, if the Total Commitments have been reduced to zero, aggregated more than 85 per cent. of the Total Commitments prior to that reduction) have consented or agreed to such waiver or amendment, then any Lender who does not and continues not to consent or agree to such waiver or amendment shall be deemed a "**Non-Consenting Lender**".

38.5 **Replacement of a Defaulting Lender**

(a) The Borrower may, at any time a Lender has become and continues to be a Defaulting Lender, by giving 10 Business Days' prior written notice to the Agent and such Lender, replace such Lender by requiring such Lender to (and such Lender shall) transfer pursuant to Clause 26 (*Changes to the Lenders*) all (and not part only) of its rights and obligations under this Agreement to a Lender or Replacement Lender selected by the Borrower, and which (unless the Agent is an Impaired Agent) is acceptable to the Agent (acting reasonably), which confirms its willingness to assume and does assume all the obligations or all the relevant obligations of the transferring Lender (including the assumption of the transferring Lender's participations or unfunded participations (as the case may be) on the same basis as the transferring Lender) for a purchase price in cash payable at the time of transfer equal to the outstanding principal amount of such Lender's participation in the outstanding Utilisations and all accrued interest, Break Costs and other amounts payable in relation thereto under the Finance Documents.

(b) Any transfer of rights and obligations of a Defaulting Lender pursuant to this Clause 38.5 shall be subject to the following conditions:

(i) the Borrower shall have no right to replace the Agent or Security Agent;

(ii) neither the Agent nor the Defaulting Lender shall have any obligation to the Borrower to find a Replacement Lender;

(iii) the transfer must take place no later than 180 days after the notice referred to in paragraph (a) above; and

(iv) in no event shall the Defaulting Lender be required to pay or surrender to the Replacement Lender any of the fees received by the Defaulting Lender pursuant to the Finance Documents.

38.6 **Replacement of Screen Rate**

(a) Subject to Clause 38.2(b) (*Exceptions*), if a Screen Rate Replacement Event has occurred in relation to any Screen Rate for the currency which can be selected for a Loan, any amendment or waiver which relates to:

(i) providing for the use of a Replacement Benchmark in relation to that currency in place of that Screen Rate; and

(ii)

(A) aligning any provision of any Finance Document to the use of that Replacement Benchmark;

(B) enabling that Replacement Benchmark to be used for the calculation of interest under this Agreement (including, without limitation, any consequential changes required to enable that Replacement Benchmark to be used for the purposes of this Agreement);

(C) implementing market conventions applicable to that Replacement Benchmark;

(D) providing for appropriate fallback (and market disruption) provisions for that Replacement Benchmark; or

(E) adjusting the pricing to reduce or eliminate, to the extent reasonably practicable, any transfer of economic value from one Party to another as a result of the application of that Replacement Benchmark (and if any adjustment or method for calculating any adjustment has been formally designated, nominated or recommended by the Relevant Nominating Body, the adjustment shall be determined in the basis of that designation, nomination or recommendation),

may be made with the consent of the Agent (acting on the consent of the Majority Lenders and the Obligors.

(b) All Parties (other than the Security Agent) currently understand that LIBOR is expected to cease to be calculated from 1 January 2022, therefore if, as at 15 October 2021, this Agreement provides that the rate of interest for a Loan in any currency is to be determined by reference to the Screen Rate for LIBOR:

(i) a Screen Rate Replacement Event shall be deemed to have occurred on that date in relation to the Screen Rate for that currency; and

(ii) the Agent (acting on the instructions of the Majority Lenders) and the Obligors shall enter into negotiations in good faith with a view to agreeing the use of a Replacement Benchmark in relation to that currency in place of that Screen Rate from and including a date no later than 30 December 2021.

(c) If any Lender fails to respond to a request for an amendment or waiver described in, or for any other vote of Lenders in relation to, paragraphs (a) or (b) above within 20 Business Days (or such longer time period in relation to any request which the Borrower and the Agent may agree) of that request being made:

(i) its Commitment(s) shall not be included for the purpose of calculating the Total Commitments under the relevant Facility/ies when ascertaining whether any relevant percentage of Total Commitments has been obtained to approve that request; and

(ii) its status as a Lender shall be disregarded for the purpose of ascertaining whether the agreement of any specified group of Lenders has been obtained to approve that request.

39. CONFIDENTIALITY

39.1 Confidential Information

Each Finance Party agrees to keep all Confidential Information confidential and not to disclose it to anyone, save to the extent permitted by Clause 39.2 (*Disclosure of Confidential Information*) and Clause 39.3 (*Disclosure to numbering service providers*), and to ensure that all Confidential Information is protected with security measures and a degree of care that would apply to its own confidential information.

39.2 Disclosure of Confidential Information

Any Finance Party may, without prejudice to the provisions of article L. 511-33 of the French Monetary and Financial Code, disclose:

(a) to any of its Affiliates and Related Funds and any of its or their officers, directors, employees, professional advisers, auditors, partners and Representatives such Confidential Information as that Finance Party shall consider appropriate if any person to whom the Confidential Information is to be given pursuant to this paragraph (a) is informed in writing of its confidential nature and that some or all of such Confidential Information may be price-sensitive information except that there shall be no such requirement to inform if the recipient is subject to professional obligations to maintain the confidentiality of the information or is otherwise bound by requirements of confidentiality in relation to the Confidential Information;

(b) to any person:

(i) to (or through) whom it assigns or transfers (or may potentially assign or transfer) all or any of its rights and/or obligations under one or more Finance Documents and to any of that person's Affiliates, Related Funds, Representatives and professional advisers;

(ii) with (or through) whom it enters into (or may potentially enter into), whether directly or indirectly, any sub-participation in relation to, or any other transaction under which payments are to be made or may be made by reference to, one or more Finance Documents and/or one or more Obligors and to any of that person's Affiliates, Related Funds, Representatives and professional advisers;

(iii) appointed by any Finance Party or by a person to whom paragraph (b)(i) or (b)(ii) above applies to receive communications, notices, information or documents delivered pursuant to the Finance Documents on its behalf (including, without limitation, any person appointed under paragraph (d) of Clause 29.15 (*Relationship with the Lenders*));

(iv) who invests in or otherwise finances (or may potentially invest in or otherwise finance), directly or indirectly, any transaction referred to in paragraph (b)(i) or (b)(ii) above;

(v) to whom information is required or requested to be disclosed by any court of competent jurisdiction or any governmental, banking, taxation or other regulatory authority or similar body, the rules of any relevant stock exchange or pursuant to any applicable law or regulation;

(vi) to whom or for whose benefit that Finance Party charges, assigns or otherwise creates Security (or may do so) pursuant to Clause 26.8 (*Security over Lenders' rights*);

(vii) to whom information is required to be disclosed in connection with, and for the purposes of, any litigation, arbitration, administrative or other investigations, proceedings or disputes;

(viii) which is a credit risk insurer or potential credit risk insurer;

(ix) who is a Party; or

(x) with the consent of the Borrower;

in each case, such Confidential Information as that Finance Party shall consider appropriate if:

(A) in relation to paragraphs (b)(i), (b)(ii) and (b)(iii) above, the person to whom the Confidential Information is to be given has entered into a Confidentiality Undertaking except that there shall be no requirement for a Confidentiality Undertaking if the recipient is a professional adviser and is subject to professional obligations to maintain the confidentiality of the Confidential Information;

(B) in relation to paragraph (b)(iv) above, the person to whom the Confidential Information is to be given has entered into a Confidentiality Undertaking or is otherwise bound by requirements of confidentiality in relation to the Confidential Information they receive and is informed that some or all of such Confidential Information may be price-sensitive information;

(C) in relation to paragraphs (b)(v), (b)(vi), (b)(vii) and (b)(viii) above, the person to whom the Confidential Information is to be given is informed of its confidential nature and that some or all of such Confidential Information may be price-sensitive information except that there shall be no requirement to so inform if, in the opinion of that Finance Party, it is not practicable so to do in the circumstances;

(c) to any person appointed by that Finance Party or by a person to whom paragraph (b)(i) or (b)(ii) above applies to provide administration or settlement services in respect of one or more of the Finance Documents, including without limitation, in relation to the trading of participations in respect of the Finance Documents, such Confidential Information as may be required to be disclosed to enable such service provider to provide any of the services referred to in this paragraph (c) if the service provider to whom the Confidential Information is to be given has entered into a confidentiality agreement substantially in the form of the LMA Master Confidentiality Undertaking for Use With Administration/Settlement Service Providers or such other form of confidentiality undertaking agreed between the Borrower and the relevant Finance Party; and

(d) to any rating agency (including its professional advisers) such Confidential Information as may be required to be disclosed to enable such rating agency to carry out its normal rating activities in relation to the Finance Documents and/or the Obligors if the rating agency to whom the Confidential Information is to be given is informed of its confidential nature and that some or all of such Confidential Information may be price-sensitive information.

39.3 **Disclosure to numbering service providers**

(a) Any Finance Party may, without prejudice to the provisions of article L. 511-33 of the French Monetary and Financial Code, disclose to any national or international numbering service provider appointed by that Finance Party to provide identification numbering services in respect of this Agreement, the Facilities and/or one or more Obligors the following information:

(i) names of Obligors;

(ii) country of domicile of Obligors;

(iii) place of incorporation of Obligors;

(iv) date of this Agreement;

(v) the name of the Agent;

(vi) date of each amendment and restatement of this Agreement;

(vii) amount of the Commitments under each Facility;

(viii) currencies of the Facilities;

(ix) type of Facilities;

(x) ranking of Facilities;

(xi) Termination Date for Facilities;

(xii) law and jurisdiction of the Facilities;

(xiii) changes to any of the information previously supplied pursuant to paragraphs (i) to (xii) above; and

(xiv) such other information agreed between such Finance Party and the Borrower,

to enable such numbering service provider to provide its usual syndicated loan numbering identification services.

(b) The Parties acknowledge and agree that each identification number assigned to this Agreement, the Facilities and/or one or more Obligors by a numbering service provider and the information associated with each such number may be disclosed to users of its services in accordance with the standard terms and conditions of that numbering service provider.

(c) The Agent shall notify the Borrower and the other Finance Parties of:

(i) the name of any numbering service provider appointed by the Agent in respect of this Agreement, the Facilities and/or one or more Obligors; and

(ii) the number or, as the case may be, numbers assigned to this Agreement, the Facilities and/or one or more Obligors by such numbering service provider.

39.4 **Entire agreement**

Without prejudice to the provisions of article L. 511-33 of the French Monetary and Financial Code, this Clause 39 constitutes the entire agreement between the Parties in relation to the obligations of the Finance Parties under the Finance Documents regarding Confidential Information and supersedes any previous agreement, whether express or implied, regarding Confidential Information.

39.5 **Inside information**

Each of the Finance Parties acknowledges that some or all of the Confidential Information is or may be price-sensitive information and that the use of such information may be regulated or prohibited by applicable legislation including securities law relating to insider dealing and market abuse and each of the Finance Parties undertakes not to use any Confidential Information for any unlawful purpose.

39.6 **Notification of disclosure**

Each of the Finance Parties agrees (to the extent permitted by law and regulation) to inform the Borrower as soon as reasonably practicable:

(a) of the circumstances of any disclosure of Confidential Information made pursuant to paragraph (b)(v) of Clause 39.2 (*Disclosure of Confidential Information*) except where such disclosure is made to any of the persons referred to in that paragraph during the ordinary course of its supervisory or regulatory function; and

(b) upon becoming aware that Confidential Information has been disclosed in breach of this Clause 39.

39.7 **Continuing obligations**

The obligations in this Clause 39 are continuing and, in particular, shall survive and remain binding on each Finance Party for a period of 12 months from the earlier of:

(a) the date on which all amounts payable by the Obligors under or in connection with the Finance Documents have been paid in full and all Commitments have been cancelled or otherwise cease to be available; and

(b) the date on which such Finance Party otherwise ceases to be a Finance Party.

40. **COUNTERPARTS**

Each Finance Document may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of the Finance Document.

SECTION 12
GOVERNING LAW AND ENFORCEMENT

41. **GOVERNING LAW**

(a) This Agreement and all non-contractual obligations arising from or connected with it are governed by English law.

(b) If any of the Original Obligors is represented by an attorney or attorneys in connection with the signing and/or execution and/or delivery of this Agreement or any agreement or document referred to herein or made pursuant hereto and the relevant power or powers of attorney is or are expressed to be governed by the laws and regulations of a particular jurisdiction, it is hereby expressly acknowledged and accepted by the other parties hereto that such laws and regulations shall govern the existence and extent of such attorney's or attorney's authority and the effects of the exercise thereof.

42. **ENFORCEMENT**

42.1 **Jurisdiction in relation to actions brought by or against parties organised or incorporated in Mexico**

In relation to actions brought by or against any Party organised or incorporated in Mexico:

(a) each of the Parties agrees that the courts of England and the courts of each Party's corporate domicile (but only in respect of actions brought against such Party as a defendant), have jurisdiction to settle any dispute arising out of or in connection with this Agreement (including a dispute regarding the existence, validity or termination of this Agreement or any non-contractual obligations arising from or connected with this Agreement) (a "**Dispute**"); and

(b) each of the Parties agrees that the courts of England and such courts of each Party's corporate domicile (but only in respect of actions brought against such Party as a defendant) are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary and hereby waives any right to any other jurisdiction to which any of them may be entitled on account of place of residence or domicile or otherwise.

42.2 **Jurisdiction of English Courts in other cases**

Subject to Clause 42.1 (*Jurisdiction in relation to actions brought by or against parties organised or incorporated in Mexico*) above:

(a) the courts of England have jurisdiction to settle any Dispute;

(b) the Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary and hereby waives any right to any other jurisdiction to which any of them may be entitled on account of place of residence or domicile or otherwise; and

(c) subject to paragraph (d) below, this Clause 42.2 is for the benefit of the Finance Parties and Secured Parties only. As a result, no Finance Party or Secured Party shall be prevented from taking proceedings relating to a Dispute (or any other dispute whatsoever) in any other courts with jurisdiction. To the extent allowed by law or regulation, the Finance Parties and Secured Parties may take concurrent proceedings in any number of jurisdictions; and

(d) The provisions of paragraph (c) above shall not apply in relation to any proceedings commenced by the Finance Parties against any French Obligor and any such proceedings shall be commenced in the courts of England pursuant to paragraphs (a) and (b) above.

42.3 **Service of process**

Without prejudice to any other mode of service allowed under any relevant law or regulation, each Obligor (other than an Obligor incorporated in England and Wales):

(a) irrevocably appoints the Process Agent as its agent for service of process in relation to any proceedings before the English courts in connection with any Finance Document (and the Process Agent, by its execution of this Agreement, accepts that appointment); and

(b) agrees that failure by the Process Agent to notify the relevant Obligor of the process will not invalidate the proceedings concerned,

and each Obligor, including each Additional Guarantor or Additional Security Provider, that is incorporated in Mexico shall grant an irrevocable power of attorney for lawsuits and collections (*pleitos y cobranzas*) granted before a Mexican notary public, appointing the Process Agent as its agent for service of process as provided herein on or before the date of this Agreement or any other Finance Document or when it becomes a Party to this Agreement or any other Finance Document, as applicable.

42.4 **Waiver of right to trial by jury**

TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY TO THIS AGREEMENT HEREBY EXPRESSLY AND IRREVOCABLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER ANY FINANCE DOCUMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO ANY FINANCE DOCUMENT, OR THE TRANSACTIONS RELATED THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER FOUNDED IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY. Each Party acknowledges that (a) this waiver is a material inducement to enter into this Agreement, (b) it has already relied on this waiver in entering into this Agreement and (c) it will continue to rely on this waiver in future dealings. Each Party represents that it has reviewed this waiver with its legal advisers and that it knowingly and voluntarily waives its jury trial rights after consultation with its legal advisers. Each Party hereby agrees and consents that any Party to this Agreement may file an original counterpart or a copy of this Clause 42.4 with any court as written evidence of the consent of the signatories hereto to the waiver of their right to trial by jury.

43. CONTRACTUAL RECOGNITION OF BAIL-IN

43.1 Bail-In

Notwithstanding any other term of any Finance Document or any other agreement, arrangement or understanding between the Parties, each Party acknowledges and accepts that any liability of any Party to any other Party under or in connection with the Finance Documents may be subject to Bail-In Action by the relevant Resolution Authority and acknowledges and accepts to be bound by the effect of:

(a) any Bail-In Action in relation to any such liability, including (without limitation):

(i) a reduction, in full or in part, in the principal amount, or outstanding amount due (including any accrued but unpaid interest) in respect of any such liability;

(ii) a conversion of all, or part of, any such liability into shares or other instruments of ownership that may be issued to, or conferred on, it; and

(iii) a cancellation of any such liability; and

(b) a variation of any term of any Finance Document to the extent necessary to give effect to any Bail-In Action in relation to any such liability.

43.2 Definitions

In this Clause 43:

"**Article 55 BRRD**" means Article 55 of Directive 2014/59/EU establishing a framework for the recovery and resolution of credit institutions and investment firms.

"**Bail-In Action**" means the exercise of any Write-down and Conversion Powers.

"**Bail-In Legislation**" means:

(a) in relation to an EEA Member Country which has implemented, or which at any time implements Article 55 BRRD, the relevant implementing law or regulation as described in the EU Bail-In Legislation Schedule from time to time; and

(b) in relation to any state other than such an EEA Member Country or (to the extent that the United Kingdom is not such an EEA Member Country) the United Kingdom, any analogous law or regulation from time to time which requires contractual recognition of any Write-down and Conversion Powers contained in that law or regulation.

"**EEA Member Country**" means any member state of the European Union, Iceland, Liechtenstein and Norway.

"**EU Bail-In Legislation Schedule**" means the document described as such and published by the Loan Market Association (or any successor person) from time to time.

"**Resolution Authority**" means any body which has authority to exercise any Write-down and Conversion Powers.

"**UK Bail-In Legislation**" means (to the extent that the United Kingdom is not an EEA Member Country which has implemented, or implements, Article 55 BRRD) Part I of the United Kingdom Banking Act 2009 and any other law or regulation applicable in the United Kingdom relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their affiliates (otherwise than through liquidation, administration or other insolvency procedures).

"**Write-down and Conversion Powers**" means:

(a) in relation to any Bail-In Legislation described in the EU Bail-In Legislation Schedule from time to time, the powers described as such in relation to that Bail-In Legislation in the EU Bail-In Legislation Schedule;

(b) in relation to any other applicable Bail-In Legislation:

(i) any powers under that Bail-In Legislation to cancel, transfer or dilute shares issued by a person that is a bank or investment firm or other financial institution or affiliate of a bank, investment firm or other financial institution, to cancel, reduce, modify or change the form of a liability of such a person or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability or any of the powers under that Bail-In Legislation that are related to or ancillary to any of those powers; and

(ii) any similar or analogous powers under that Bail-In Legislation; and

(c) in relation to any UK Bail-In Legislation:

(i) any powers under that UK Bail-In Legislation to cancel, transfer or dilute shares issued by a person that is a bank or investment firm or other financial institutions or affiliate of a bank, investment firm or other financial institutions, to cancel, reduce, modify or change the form of a liability of such a person or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability or any of the powers under that UK Bail-In Legislation that are related to or ancillary to any of those powers; and

(ii) any similar or analogous powers under that UK Bail-In Legislation.

This Agreement has been entered into on the date stated at the beginning of this Agreement.

SCHEDULE 1
THE ORIGINAL PARTIES

PART I
THE ORIGINAL OBLIGORS

Name of Original Borrower	Registration number or equivalent
CEMEX, S.A.B. de C.V.	CEM-880726-UZA (Mexico)
Name of Original Guarantors	**Registration number or equivalent**
CEMEX España, S.A.	A-46004214 (Spain)
CEMEX México, S.A. de C.V.[38]	CME-820101-LJ4 (Mexico)
CEMEX Concretos, S.A. de C.V.	CCO-740918-9M1 (Mexico)
Empresas Tolteca de México, S.A. de C.V.[39]	ETM-890720-DJ2 (Mexico)
New Sunward Holding B.V.	34133556 (The Netherlands)
CEMEX Corp.	File #: 2162255 (Delaware)
CEMEX Finance LLC (formerly known as CEMEX España Finance LLC)	File #: 3654572 (Delaware)
Cemex Research Group AG	CHE-113.951.069 (Switzerland)
CEMEX Asia B.V.	34228466 (The Netherlands)
CEMEX France Gestion (S.A.S.)	334 533 288 R.C.S. Créteil (France)
CEMEX UK	05196131 (England)
CEMEX Africa & Middle East Investments B.V. (formerly known as CEMEX Egyptian Investments B.V.)	34108365 (The Netherlands)

38 Following the merger of CEMEX México, S.A. de C.V. into the Borrower on 9 March 2020, CEMEX México, S.A. de C.V. is no longer an Original Guarantor as at the 2020 Amendment Effective Date.

39 Following the merger of Empresas Tolteca de México, S.A. de C.V. into the Borrower on 26 February 2020, Empresas Tolteca de México, S.A. de C.V. is no longer an Original Guarantor as at the 2020 Amendment Effective Date.

Name of Original Security Providers	Registration number or equivalent
CEMEX, S.A.B. de C.V.	CEM-880726-UZA (Mexico)
CEMEX Central, S.A. de C.V.[40]	CCE911110JE1 (Mexico)
CEMEX Concretos, S.A. de C.V.[41]	CCO-740918-9M1 (Mexico)
CEMEX México, S.A. de C.V.[42]	CME-820101-LJ4 (Mexico)
CEMEX Operaciones México, S.A. de C.V.	CDC-960913-SK6 (Mexico)
Empresas Tolteca de México, S.A. de C.V.[43]	ETM-890720-DJ2 (Mexico)
Interamerican Investments, Inc.	File #: 2252951 (Delaware)
New Sunward Holding B.V.	34133556 (The Netherlands)
CEMEX TRADEMARKS HOLDING Ltd[44].	CHE-109.294.363 (Switzerland)
CEMEX Transporte, S.A. de C.V.[45]	CTR-000410-NZ3 (Mexico)

40 Following the merger of CEMEX Central, S.A. de C.V into CEMEX Operaciones México, S.A. de C.V on 1 August 2019, CEMEX Central, S.A. de C.V. is no longer an Original Security Provider as at the 2020 Amendment Effective Date.

41 CEMEX Concretos, S.A. de C.V. is a an Additional Security Provider as at the 2020 Amendment Effective Date

42 Following the merger of CEMEX México, S.A. de C.V. into the Borrower on 9 March 2020, CEMEX México S.A. de C.V. is no longer an Original Security Provider as at the 2020 Amendment Effective Date

43 Following the merger of Empresas Tolteca de México, S.A. de C.V. into the Borrower on 26 February 2020, Empresas Tolteca de México, S.A. de C.V. is no longer an Original Security Provider as at the 2020 Amendment Effective Date.

44 Renamed Cemex Innovation Holding Ltd.

45 CEMEX Transporte, S.A. de C.V. is an Additional Original Security Provider as at the 2020 Amendment Effective Date.

PART II
THE ORIGINAL LENDERS AS AT THE DATE OF THIS AGREEMENT

Name of Original Lender	Facility A Commitment	Facility B Commitment	Facility C Commitment	Facility D1 Commitment	Facility D2 Commitment
BBVA Bancomer S.A., Institución de Banca Múltiple, Grupo Financiero BBVA Bancomer	$122,795,018.18	€0	£0	$32,160,600.00	$78,939,654.55
Banco Bilbao Vizcaya Argentaria, S.A.	$0	€50,626,682.41	£0	$0	$0
Banco Santander (México) S.A., Institución de Banca Múltiple, Grupo Financiero Santander México	$70,168,581.81	€58,220,684.77	£33,618,523.30	$32,160,600.00	$78,939,654.55
Bank of America N.A., London Branch	$137,413,472.72	€0	£33,618,523.30	$32,160,600.00	$78,939,654.55
Citibank, N.A. International Banking Facility	$0	€0	£33,618,523.30	$0	$0
Banco Nacional de México, S.A., integrante del Grupo Financiero Banamex	$137,413,472.72	€0	£0	$32,160,600.00	$78,939,654.55
BNP PARIBAS, S.A. Sucursal en España	$0	€60,752,018.89	£38,100,993.06	$0	$0
BNP PARIBAS, New York	$61,397,509.10	€0	£0	$32,160,600.00	$78,939,654.55
ING Bank N.V., Dublin Branch	$0	€156,942,715.46	£17,929,879.09	$8,771,072.73	$78,939,654.55

Name of Original Lender	Facility A Commitment	Facility B Commitment	Facility C Commitment	Facility D1 Commitment	Facility D2 Commitment
Crédit Agricole Corporate and Investment Bank	$64,321,200.00	€101,253,364.81	£0	$32,160,600.00	$78,939,654.55
Banco Mercantil del Norte, S.A., Institución de Banca Múltiple, Grupo Financiero Banorte	$154,955,618.18	€0	£0	$58,473,818.18	$78,939,654.55
JPMorgan Chase Bank, N.A.	$146,184,545.46	€0	£0	$0	$146,184,545.45
Mizuho Bank, Ltd.	$64,321,200.00	€75,940,023.61	£22,412,348.86	$32,160,600.00	$78,939,654.55
HSBC México, S.A., Institución de Banca Múltiple, Grupo Financiero HSBC	$140,921,901.81	€0	£0	$32,160,600.00	$0
HSBC Bank USA, National Association	$0	€0	£0	$0	$40,000,000.00
HSBC Bank plc, Sucursal en España	$0	€0	£30,929,041.43	$0	$38,939,654.55
Intesa Sanpaolo S.p.A.	$0	€134,199,134.20	£15,331,544.65	$7,500,000.00	$67,500,000.00
Banco Nacional de Comercio Exterior, Sociedad Nacional de Crédito, Institución de Banca de Desarrollo	$98,542,800.00	€0	£0	$17,483,400.00	$42,913,800.00
Export Development Canada	$0	€0	£76,657,723.27	$0	$0
Société Générale	$0	€46,753,246.75	£0	$11,000,000.00	$35,000,000.00

Name of Original Lender	Facility A Commitment	Facility B Commitment	Facility C Commitment	Facility D1 Commitment	Facility D2 Commitment
Sabcapital, S.A. de C.V., Sociedad Financiera de Objeto Múltiple, Entidad Regulada	$21,000,000.00	€19,393,939.39	£0	$7,700,000.00	$18,900,000.00
Sumitomo Mitsui Banking Corporation	$15,000,000.00	€9,523,809.53	£3,832,886.16	$5,500,000.00	$13,500,000.00
National Westminster Bank plc	$0	€0	£27,980,068.99	$0	$13,500,000.00
Crédit Industriel et Commercial, London Branch	$0	€16,103,896.10	£0	$3,300,000.00	$8,100,000.00
Bayerische Landesbank, New York Branch	$0	€10,822,510.82	£9,582,215.41	$0	$0

PART III
THE ORIGINAL LENDERS AS AT THE 2019 AMENDMENT EFFECTIVE DATE

Name of Original Lender	Facility A Commitment	Facility B Commitment	Facility C Commitment	Facility D1 Commitment	Facility D2 Commitment	Facility E Commitment	Facility F Commitment	Facility G Commitment	Facility H Commitment
BBVA Bancomer S.A., Institución de Banca Múltiple, Grupo Financiero BBVA Bancomer	$-	€-	£-	$-	$78,939,654.55	$122,795,018.18	€ -	£ -	$32,160,600.00
Banco Bilbao Vizcaya Argentaria, S.A.	$-	€-	£-	$-	$ -	$ -	€ 50,626,682.41	£ -	$ -
Banco Santander México, S.A., Institución de Banca Múltiple, Grupo Financiero Santander México	$-	€-	£-	$-	$78,939,654.55	$70,168,581.81	€ 58,220,684.77	£33,618,523.30	$32,160,600.00
Bank of America N.A., London Branch	$-	€-	£-	$-	$78,939,654.55	$137,413,472.72	€-	£33,618,523.30	$32,160,600.00
Citibank, N.A. International Banking Facility	$-	€-	£-	$-	$ -	$ -	€-	£33,618,523.30	$ -
Banco Nacional de México, S.A., Integrante del Grupo Financiero Banamex	$-	€-	£-	$-	$78,939,654.55	$137,413,472.72	€ -	£ -	$32,160,600.00
BNP PARIBAS, S.A. Sucursal en España	$-	€-	£-	$-	$ -	$ -	€ 60,752,018.89	£38,100,993.06	$ -

Name of Original Lender	Facility A Commitment	Facility B Commitment	Facility C Commitment	Facility D1 Commitment	Facility D2 Commitment	Facility E Commitment	Facility F Commitment	Facility G Commitment	Facility H Commitment
BNP PARIBAS, acting through its New York branch	$ -	€-	£-	$ -	$78,939,654.55	$61,397,509.10	€-	£-	$32,160,600.00
ING Bank N.V., Dublin Branch	$ -	€-	£-	$ -	$78,939,654.55	$ -	€156,942,715.46	£17,929,879.09	$8,771,072.73
Crédit Agricole Corporate and Investment Bank	$ -	€-	£-	$ -	$78,939,654.55	$64,321,200.00	€101,253,364.81	£-	$32,160,600.00
Banco Mercantil del Norte, S.A., Institución de Banca Múltiple, Grupo Financiero Banorte	$ -	€-	£-	$ -	$78,939,654.55	$154,955,618.18	€-	£-	$58,473,818.18
JPMorgan Chase Bank, N.A.	$ -	€-	£-	$ -	$146,184,545.45	$146,184,545.46	€-	£-	$ -
Mizuho Bank, Ltd.	$ -	€-	£-	$ -	$78,939,654.55	$64,321,200.00	€75,940,023.61	£22,412,348.86	$32,160,600.00
HSBC México, S.A., Institución de Banca Múltiple, Grupo Financiero HSBC	$ -	€-	£-	$ -	$40,000,000.00	$140,921,901.81	€-	£-	$32,160,600.00
HSBC France, Sucursal en España	$ -	€-	£-	$ -	$38,939,654.55	$ -	€-	£30,929,041.43	£-
Intesa Sanpaolo S.p.A., New York Branch	$ -	€-	£-	$ -	$67,500,000.00		€134,199,134.20	£15,331,544.65	$7,500,000.00
Banco Nacional de Comercio Exterior, S.N.C.	$98,542,800.00	€-	£-	$17,483,400.00	$42,913,800.00	$ -	€-	£-	$ -

Name of Original Lender	Facility A Commitment	Facility B Commitment	Facility C Commitment	Facility D1 Commitment	Facility D2 Commitment	Facility E Commitment	Facility F Commitment	Facility G Commitment	Facility H Commitment
Export Development Canada	$-	€-	£76,657,723.27	$-	$ -	$ -	€-	£-	$ -
Société Générale	$-	€-		$-	$35,000,000.00	$ -	€46,753,246.75	£-	$11,000,000.00
Banco Sabadell, S.A. Institución de Banca Múltiple	$-	€-	£-	$-	$18,900,000.00	$21,000,000.00	€19,393,939.39	£-	$7,700,000.00
Sumitomo Mitsui Banking Corporation	$-	€-	£-	$-	$13,500,000.00	$15,000,000.00	€9,523,809.53	£3,832,886.16	$5,500,000.00
National Westminster Bank plc	$-	€-	£-	$-	$13,500,000.00	$ -	€-	£27,980,068.99	$ -
Crédit Industriel et Commercial, London Branch	$-	€-	£-	$-	$8,100,000.00	$ -	€16,103,896.10	£-	$3,300,000.00
Bayerische Landesbank, New York Branch	$-	€10,822,510.82	£9,582,215.41	$-	$ -	$ -	€-	£-	$ -

PART IV THE ORIGINAL LENDERS AS AT THE 2020 FURTHER AMENDMENT EFFECTIVE DATE

Facility A to Facility M (excluding Facility L1, Facility L2, Facility L3 and Facility L4)

Name of Original Lender	Facility A Commitment	Facility B Commitment	Facility C Commitment	Facility D1 Commitment	Facility D2 Commitment	Facility E Commitment	Facility F Commitment	Facility G Commitment	Facility H Commitment	Facility I Commitment	Facility J Commitment	Facility K Commitment	Facility M Commitment
BBVA Bancomer S.A., Institución de Banca Múltiple, Grupo Financiero BBVA Bancomer	$-	€-	£-	$-	$-	$-	€-	£-	$-	$77,455,618.18	€-	£-	$78,939,654.55
Banco Bilbao Vizcaya Argentaria, S.A.	$-	€-	£-	$-	$-	$-	€-	£-	$-	$-	€50,626,682.41	£-	$-
Banco Santander S.A.											€115,937,569.17[46]	£26,894,818.64[47]	
Banco Santander México, S.A., Institución de Banca Múltiple, Grupo Financiero Santander México	$-	€-	£-	$-	$-	$-	€-	£-	$-	$-	€-	£-	$78,939,654.55

46 Delayed Effectiveness and Draw Commitments.

47 Delayed Effectiveness and Draw Commitments.

Name of Original Lender	Facility A Commitment	Facility B Commitment	Facility C Commitment	Facility D1 Commitment	Facility D2 Commitment	Facility E Commitment	Facility F Commitment	Facility G Commitment	Facility H Commitment	Facility I Commitment	Facility J Commitment	Facility K Commitment	Facility M Commitment
Bank of America N.A., London Branch	$-	€-	£-	$-	$-	$-	€-	£-	$-	$169,574,072.72	€-	£33,618,523.30	$78,939,654.55
Citibank, N.A. International Banking Facility	$-	€-	£-	$-	$-	$-	€-	£-	$-	$-	€-	£33,618,523.30	$-
Banco Nacional de México, S.A., Integrante del Grupo Financiero Banamex	$-	€-	£-	$-	$-	$-	€-	£-	$-	$169,574,072.72	€-	£-	$78,939,654.55
BNP PARIBAS, S.A. Sucursal en España	$-	€-	£-	$-	$-	$-	€-	£-	$-	$-	€60,752,018.89	£38,100,993.06	$-
BNP PARIBAS, acting through its New York branch	$-	€-	£-	$-	$-	$-	€-	£-	$-	$93,558,109.10	€-	£-	$78,939,654.55
ING Bank N.V., Dublin Branch	$-	€-	£-	$-	$-	$-	€-	£-	$-	$8,771,072.73	€156,942,715.46	£17,929,879.09	$78,939,654.55

Name of Original Lender	Facility A Commitment	Facility B Commitment	Facility C Commitment	Facility D1 Commitment	Facility D2 Commitment	Facility E Commitment	Facility F Commitment	Facility G Commitment	Facility H Commitment	Facility I Commitment	Facility J Commitment	Facility K Commitment	Facility M Commitment
Crédit Agricole Corporate and Investment Bank	$-	€-	£-	$-	$-	$-	€-	£-	$-	$96,481,800.00	€101,253,364.81	£-	$78,939,654.55
Banco Mercantil del Norte, S.A., Institución de Banca Múltiple, Grupo Financiero Banorte	$-	€-	£-	$-	$-	$-	€-	£-	$-	$-	€-	£-	$78,939,654.55
JPMorgan Chase Bank, N.A.	$-	€-	£-	$-	$-	$-	€-	£-	$-	$146,184,545.46	€-	£-	$146,184,545.45
Mizuho Bank, Ltd.	$-	€-	£-	$-	$-	$-	€-	£-	$-	$96,481,800.00	€75,940,023.61	£22,412,348.86	$78,939,654.55
HSBC México, S.A., Institución de Banca Múltiple, Grupo Financiero HSBC	$-	€-	£-	$-	$-	$-	€-	£-	$-	$86,832,501.81	€-	£-	$40,000,000.00
HSBC France, Sucursal en España	$-	€-	£-	$-	$-	$-	€-	£-	£-	$-	€-	£30,929,041.43	$38,939,654.55

Name of Original Lender	Facility A Commitment	Facility B Commitment	Facility C Commitment	Facility D1 Commitment	Facility D2 Commitment	Facility E Commitment	Facility F Commitment	Facility G Commitment	Facility H Commitment	Facility I Commitment	Facility J Commitment	Facility K Commitment	Facility M Commitment
Intesa Sanpaolo S.p.A., New York Branch	$-	€-	£-	$-	$-	$-	€-	£-	$-	$7,500,000.00	€134,199,134.20	£15,331,544.65	$67,500,000.00
Banco Nacional de Comercio Exterior, S.N.C.	$78,834,240.00	€-	£-	$13,986,720.00	$42,913,800.00	$-	€-	£-	$-	$-	€-	£-	$-
Export Development Canada	$-	€-	£61,326,178.62	$-	$-	$-	€-	£-	$-	$-	€-	£-	$-
Société Générale	$ -	€-		$ -	$ -	$ -	€-	£-	$-	$11,000,000.00	€46,753,246.75	£-	$35,000,000.00
Banco Sabadell, S.A. Institución de Banca Múltiple	$-	€-	£-	$-	$-	$-	€-	£-	$-	$14,350,000.00	€19,393,939.39	£-	$18,900,000.00
Sumitomo Mitsui Banking Corporation	$-	€-	£-	$-	$-	$-	€-	£-	$-	$20,500,000.00	€9,523,809.53	£3,832,886.16	$13,500,000.00
National Westminster Bank plc	$-	€-	£-	$-	$13,500,000.00	$-	€-	£27,980,068.99	$-	$-	€-	£-	$-
Crédit Industriel et Commercial, London Branch	$-	-	£-	$-	$-	$-	€-	£-	$-	$3,300,000.00	€16,103,896.10	£-	$8,100,000.00
Bayerische Landesbank, New York Branch	$ -	€8,658,008.66	£7,665,772.33	$-	$-	$-	€-	£-	$-	$-	€-	£-	$-

Name of Original Lender	Facility L1 Commitment	Facility L2 Commitment	Facility L3 Commitment	Facility L4 Commitment
Banco Santander México, S.A., Institución de Banca Múltiple, Grupo Financiero Santander México	$102,329,181.81		£33,618,523.30	€58,220,684.77
Banco Mercantil del Norte S.A. Institución de Banca Múltiple, Grupo Financiero Banorte	$213,429,436.36	Mex$3,622,887,847.61		
BBVA Bancomer S.A., Institución de Banca Múltiple, Grupo Financiero BBVA Bancomer	$77,500,000.00	Mex$1,315,534,600.00		
HSBC México, S.A., Institución de Banca Múltiple, Grupo Financiero HSBC	$86,250,000.00	Mex$1,464,062,700.00		
Banco Sabadell, S.A. Institución de Banca Múltiple	$14,350,000.00	Mex$243,586,084.00		

SCHEDULE 2
CONDITIONS PRECEDENT

PART I
INITIAL CONDITIONS PRECEDENT

1. **Obligors**

(a) A copy (in the case of an Obligor incorporated in Mexico, certified by a notary public or otherwise authenticated) of the current constitutional documents of each Original Obligor other than a Dutch Obligor, a Swiss Obligor or a French Obligor (or, in the case of an Original Obligor incorporated in Spain, a certificate or excerpt from the relevant Mercantile Registry including the updated by-laws of the Original Obligor).

(b) A copy (in the case of the Borrower) of the resolutions of the board of directors including the powers of attorney delegating sufficient powers (which are themselves delegable) to authorise the entry into the Facilities.

(c) A copy of a resolution of the board of directors (or any other competent body) (or, in the case of an Original Obligor incorporated in Spain, a certificate issued by the secretary with the approval of the president and raised to public document status) of each Original Obligor (except any Original Guarantor or Original Security Provider incorporated in Mexico, any Dutch Obligor, Swiss Obligor or French Obligor):

(i) approving the terms of, and the transactions contemplated by, the Finance Documents to which it is a party and resolving that it execute the Finance Documents to which it is a party;

(ii) authorising a specified person or persons to execute the Finance Documents to which it is a party on its behalf (including, in the case of an Original Obligor incorporated in Spain, the authority to irrevocably appoint a process agent ("*mandatario ad litem*") unless such appointment has been made by other means by a duly authorised representative); and

(iii) authorising a specified person or persons, on its behalf, to sign and/or despatch all documents and notices to be signed and/or despatched by it under or in connection with the Finance Documents to which it is a party.

(d) In the case of an Obligor incorporated in Mexico (to the extent not covered under paragraph (b) above), (i) powers of attorney duly notarised containing authority for acts of administration, and if applicable for acts of disposition (in respect of any Transaction Security Document) and to execute negotiable instruments; and (ii) powers of attorney for lawsuits and collections (*pleitos y cobranzas*) for the Process Agent, duly notarised before a Mexican notary public, together with any necessary appointment and acceptance letter.

(e) A specimen of the signature of each person authorised by the resolution referred to in paragraph (c) above in relation to the Finance Documents.

(f) In the case of Dutch Obligors:

(i) a copy of the deed of incorporation (*oprichtingsakte*) and where the articles of association have been amended since the date of incorporation the articles of association (*statuten*) of each Dutch Obligor, as well as an extract (*uittreksel*) from the Dutch Commercial Register (*Handelsregister*) of such Dutch Obligor;

(ii) a copy of the resolution of the board of managing directors of each Dutch Obligor:

(A) approving the terms of, and the transactions contemplated by, the Finance Documents to which it is a party and resolving that it execute the Finance Documents to which it is a party;

(B) if applicable, authorising a specified person or persons to execute the Finance Documents to which it is a party on its behalf; and

(C) if applicable, authorising a specified person or persons, on its behalf, to sign and/or despatch all documents and notices to be signed and/or despatched by it under or in connection with the Finance Documents to which it is a party;

(iii) a specimen of the signature of each member of the board of managing directors of each Dutch Obligor and, if applicable, each person authorised by the resolutions referred to in paragraph (ii)(B) and/or (C) above in relation to the Finance Documents;

(iv) if applicable, a copy of the resolution of the board of supervisory directors of each Dutch Obligor approving the resolutions of the board of managing directors referred to under (ii) above;

(v) if applicable, a copy of the resolution of the shareholder(s) of each Dutch Obligor approving the resolutions of the board of managing directors referred to under (ii) above; and

(vi) if applicable, a copy of (i) the request for advice from each works council, or central or European works council with jurisdiction over the transactions contemplated by this Agreement and (ii) the unconditional positive advice from such works council.

(g) In the case of a Swiss Obligor:

(i) an up-to-date certified copy of the articles of association (*Statuten*) of each Swiss Obligor, as well as a certified extract from the Commercial Register (*Handelsregister*) of that Swiss Obligor;

(ii) a copy of a unanimous resolution of the board of directors of that Swiss Obligor:

(A) approving the terms of, and the transactions contemplated by, the Finance Documents to which it is a party and resolving that it executes the Finance Documents to which it is a party;

(B) resolving that the execution of the transactions contemplated by the Finance Documents to which it is a party is in the best interest of such Swiss Obligor;

(C) if applicable, authorising a specified person or persons to execute the Finance Documents to which it is a party on its behalf; and

(D) if applicable, authorising a specified person or persons, on its behalf, to sign and/or despatch all documents and notices to be signed and/or despatched by it under or in connection with the Finance Documents to which it is a party;

(iii) a copy of the unanimous shareholders' resolution of that Swiss Obligor approving the terms of, and the transactions contemplated by, the Finance Documents to which it is a party and resolving that (i) it executes the Finance Documents to which it is a party and (ii) the execution of the transactions contemplated by the Finance Documents to which it is a party is in its best interest;

(iv) a specimen of the signature of each member of the board of directors of that Swiss Obligor and, if applicable, each person authorised by the resolutions referred to in paragraph (ii)(C) and/or (D) above in relation to the Finance Documents; and

(v) evidence to the effect that the Swiss Obligor's articles of association empower such Swiss Obligor to enter into upstream and/or cross-stream obligations.

(h) In the case of a French Obligor:

(i) a certified copy of its constitutive documents (*statuts*);

(ii) an original extract (*extrait K-bis*) provided by the commercial and companies registry (*registre du commerce et des sociétés*), not more than fifteen (15) days old;

(iii) a non-bankruptcy certificate (*certificat de recherche de procédures collectives*) provided by the commercial and companies registry (*registre du commerce et des sociétés*), not more than fifteen (15) days old;

(iv) a copy of the resolution of the shareholder(s) of each French Obligor approving:

(A) the terms of, and the transactions contemplated by, the Finance Documents to which it is a party; and

(B) the execution of the Finance Documents to which it is a party;

(v) a copy of the resolution of the board of directors (or any other competent body) of each French Obligor:

(A) approving the terms of, and the transactions contemplated by, the Finance Documents to which it is a party and resolving that it executes the Finance Documents to which it is a party;

(B) authorising a specified person or persons to execute the Finance Documents to which it is a party on its behalf; and

(C) authorising a specified person or persons on its behalf to sign and/or despatch all documents and notices to be signed and/or despatched by it under or in connection with the Finance Documents to which it is a party; and

(vi) evidence that the person(s) who has(ve) signed the Finance Documents on behalf of each French Obligor was (were) duly authorised to sign.

(i) In the case of a U.S. Obligor:

(i) a copy of a good standing certificate with respect to such U.S. Obligor, issued as of a recent date by the Secretary of State or other appropriate official of such U.S. Obligor's jurisdiction of incorporation or organisation; and

(ii) a certificate in form and substance satisfactory to the Agent of the chief financial officer, director of finance or other appropriate person of each U.S. Obligor as to the solvency of such U.S. Obligor.

(j) In the case of an English Obligor, a copy of a resolution signed by all the holders of the issued shares in that English Guarantor, approving the terms of, and the transactions contemplated by, the Finance Documents to which that English Obligor is a party.

(k) A certificate of each Original Obligor (signed by an Authorised Signatory) confirming that borrowing or guaranteeing or granting Security in respect of, as appropriate, the Total Commitments would not cause any borrowing, guarantee, security or similar limit binding on that Original Obligor to be exceeded.

(l) A certificate of an Authorised Signatory of the relevant Original Obligor certifying that each copy document relating to it specified in this Part I of Schedule 2 is correct, complete and in full force and effect as at a date no earlier than the date of this Agreement.

2. **Finance Documents (other than Transaction Security Documents)**

(a) The documents required for each Original Lender, the Agent, the Borrower and each Original Guarantor to accede to the Intercreditor Agreement in accordance with its terms (as a Refinancing Creditor, Refinancing Creditor Representative or (as applicable) Debtor (each as defined in the Intercreditor Agreement) in respect of this Agreement), in each case executed by each party thereto.

(b) The deed of amendment to the Intercreditor Agreement substantially in the form distributed to the Lenders prior to the date of this Agreement and executed by the parties thereto (other than the Agent and the Security Agent).

(c) For each Lender participating in a Loan which has requested a Promissory Note for its participation in that Loan, a Promissory Note evidencing that Lender's participation in that Loan.

(d) The Fee Letters executed by the Borrower.

3. **Transaction Security Documents**

(a) A copy of any deed of confirmation, ratification or extension, any letter of designation or appointment or any other document that is required for the Transaction Security evidenced or expressed to be created or evidenced under or pursuant to the following Transaction Security Documents listed in paragraph (i) below to extend to secure the Secured Obligations under this Agreement, in each case substantially in the form distributed (together with an English translation, if not in English) to the Lenders prior to the date of this Agreement and otherwise in form and substance satisfactory to the Security Agent, and executed by the relevant Obligors:

(i) a deed of ratification and extension (together with irrevocable powers of attorney in the agreed form) in relation to the share pledge agreement dated 8 November 2012 between, among others, CEMEX, S.A.B. de C.V. and New Sunward Holding B.V. as pledgors, the Security Agent as pledgee, the entities listed therein as original creditors, Banco Bilbao Vizcaya Argentaria, S.A. as custodian and CEMEX España as the company (in the case of this document, in a form ready for notarisation pursuant to paragraph (a) of Clause 22.34 (*Conditions subsequent*));

(ii) a Swiss law security confirmation agreement between CEMEX, S.A.B. de C.V., CEMEX México S.A. de C.V. Interamerican Investments, Inc., Empresas Tolteca de México, S.A. de C.V. as pledgors and Wilmington Trust (London) Limited as security agent acting for itself and as direct representative (*direkter Stellvertreter*) in the name and for the account of all other pledgees concerning the confirmation of the pledge of 1,938,958,014 shares in CEMEX TRADEMARKS HOLDING Ltd.; and

(iii) a Dutch law security confirmation agreement between Cemex Operaciones Mexico S.A. de C.V. CEMEX TRADEMARKS HOLDING Ltd. as security providers, New Sunward Holding B.V. as the company in the capital of which shares are pledged and Wilmington Trust (London) Limited as security agent in connection with certain notarial deeds of pledge over the capital of New Sunward Holding B.V.

(b) A copy of each notice required to be sent under the documents referred to in paragraph (a) above (duly acknowledged by the addressee) and evidence that any other action required to perfect the Transaction Security created or evidenced or expressed to be created or evidenced pursuant to those documents has been taken.

(c) Unless already held by the Security Agent, a copy of all share certificates, transfers and stock transfer forms or equivalent duly executed by the relevant Obligor in blank in relation to the assets subject to or expressed to be subject to the Transaction Security and other documents of title to be provided under the Transaction Security Documents.

4. **Legal opinions**

Dutch law

(a) An opinion with respect to the laws and regulations of The Netherlands from Clifford Chance LLP, substantially in the form distributed to the Original Lenders, the Agent and the Security Agent prior to signing this Agreement.

English law

(b) An opinion with respect to the laws and regulations of England and Wales from Clifford Chance, S.L.P., substantially in the form distributed to the Original Lenders, the Agent and the Security Agent prior to signing this Agreement.

French law

(c) An incorporation and authority opinion with respect to the laws and regulations of France from in-house counsel of the Borrower, substantially in the form distributed to the Original Lenders, the Agent and the Security Agent prior to signing this Agreement.

(d) An opinion with respect to the laws and regulations of France from Clifford Chance Europe LLP, substantially in the form distributed to the Original Lenders, the Agent and the Security Agent prior to signing this Agreement.

Mexican law

(e) An incorporation and authority opinion with respect to the laws and regulations of Mexico from in-house counsel of the Borrower, substantially in the form distributed to the Original Lenders, the Agent and the Security Agent prior to signing this Agreement.

(f) An opinion with respect to the laws and regulations of Mexico from Galicia Abogados, S.C., substantially in the form distributed to the Original Lenders, the Agent and the Security Agent prior to signing this Agreement.

Spanish law

(g) An incorporation and authority opinion with respect to the laws and regulations of Spain from in-house counsel of the Borrower, substantially in the form distributed to the Original Lenders, the Agent and the Security Agent prior to signing this Agreement.

(h) An opinion with respect to the laws and regulations of Spain from Clifford Chance, S.L.P., substantially in the form distributed to the Original Lenders, the Agent and the Security Agent prior to signing this Agreement.

Swiss law

(i) An opinion with respect to the laws and regulations of Switzerland from Bär & Karrer AG, substantially in the form distributed to the Original Lenders, the Agent and the Security Agent prior to signing this Agreement.

US law (Delaware)

(j) An opinion with respect to the laws and regulations of Delaware from Skadden, Arps, Slate, Meagher & Flom LLP, substantially in the form distributed to the Original Lenders, the Agent and the Security Agent prior to signing this Agreement.

5. **Other documents and evidence**

(a) The Group Structure Chart.

(b) The Original Financial Statements of the Borrower and each Guarantor.

(c) Evidence that the fees, costs and expenses then due from the Borrower to any Finance Party under the Finance Documents have been paid or will be paid by the first Utilisation Date and evidence that all existing and unfunded commitments under the Existing Club Loan Agreement have been, or will be, cancelled on or prior to the first Utilisation Date.

(d) Each Lender and the Security Agent having confirmed to the Agent that it is satisfied that it has (and the Agent being satisfied that they have) complied with all necessary "know your customer" or other similar checks under all applicable laws and regulations in relation to each Obligor then party to this Agreement.

PART II
CONDITIONS PRECEDENT REQUIRED TO BE DELIVERED BY AN ADDITIONAL OBLIGOR

1. **Additional Guarantor/Additional Security Provider**

(a) A copy (in the case of an Obligor incorporated in Mexico, certified by a notary public or otherwise authenticated) of the constitutional documents of the Additional Guarantor or an Additional Security Provider (other than a Dutch Obligor, Swiss Obligor or French Obligor) (or, in the case of an Additional Guarantor or Additional Security Provider incorporated in Spain, a certificate or excerpt from the relevant Mercantile Registry including the updated by-laws of the Additional Guarantor or Additional Security Provider).

(b) A copy (or, in the case of an Additional Guarantor or Additional Security Provider incorporated in Spain, a certificate issued by the secretary with the approval of the president and raised to public document status) of a resolution of the board of directors (or any other competent body) of the Additional Guarantor or Additional Security Provider (other than a Dutch Obligor, Swiss Obligor or French Obligor) and, when applicable, in the case of any Additional Guarantor or Additional Security Provider incorporated in Mexico, a resolution of its shareholder's meeting:

(i) approving the terms of, and the transactions contemplated by, the Accession Letter and the Finance Documents and resolving that it execute the Accession Letter;

(ii) authorising a specified person or persons to execute the Accession Letter and other Finance Documents on its behalf (including, in the case of an Additional Guarantor or Additional Security Provider incorporated in Spain, the authority to irrevocably appoint a process agent ("*mandatario ad litem*") unless such appointment has been made by other means by a duly authorised representative); and

(iii) authorising a specified person or persons, on its behalf, to sign and/or despatch all documents and notices to be signed and/or despatched by it under or in connection with the Finance Documents to which it is a party.

(c) In the case of an Additional Guarantor or Additional Security Provider incorporated in Mexico, (to the extent not covered or not applicable under paragraph (b) above) (i) powers of attorney duly notarised containing authority for acts of administration, for acts of disposition (in respect of any Transaction Security Document) and to execute negotiable instruments; and (ii) powers of attorney for lawsuits and collections (*pleitos y cobranzas*) for the Process Agent, duly notarised before a Mexican notary public, together with any necessary appointment and acceptance letter.

(d) A specimen of the signature of each person authorised by the resolution referred to in paragraph (b) above.

(e) In the case of Dutch Obligors:

(i) a copy of the deed of incorporation (*oprichtingsakte*) and where the articles of association have been amended since the date of incorporation, the articles of association (*statuten*) of each Dutch Obligor, as well as an extract (*uittreksel*) from the Dutch Commercial Register (*Handelsregister*) of such Dutch Obligor;

(ii) a copy of the resolution of the board of managing directors of each Dutch Obligor:

(A) approving the terms of, and the transactions contemplated by, the Finance Documents to which it is a party and resolving that it execute the Finance Documents to which it is a party;

(B) if applicable, authorising a specified person or persons to execute the Finance Documents to which it is a party on its behalf; and

(C) if applicable, authorising a specified person or persons, on its behalf, to sign and/or despatch all documents and notices to be signed and/or despatched by it under or in connection with the Finance Documents to which it is a party;

(iii) if applicable, a copy of the resolution of the board of supervisory directors of each Dutch Obligor approving the resolutions of the board of managing directors referred to under (ii) above and, to the extent applicable, appointing an authorised person to represent the relevant Dutch Obligor in case of a conflict of interest;

(iv) if applicable, a copy of the resolution of the shareholder(s) of each Dutch Obligor approving the resolutions of the board of managing directors referred to under (ii) above and, to the extent applicable, appointing an authorised person to represent the relevant Dutch Obligor in case of a conflict of interest;

(v) if applicable, a copy of (i) the request for advice from each works council, or central or European works council with jurisdiction over the transactions contemplated by this Agreement, (ii) the positive advice from such works council which contains no condition, which if complied with, could result in a breach of any of the Finance Documents and (iii) positive advice in respect of the security to be granted by the Dutch Obligor as well as the conditional transfer of the voting rights attached to the shares which are subject to security; and

(vi) a specimen of the signature of each member of the board of managing directors of each Dutch Obligor and, if applicable, each person authorised by the resolutions referred to in paragraph (ii) sub-paragraph (B) and/or (C) above in relation to the Finance Documents.

(f) In the case of a Swiss Obligor:

(i) a copy of the articles of association (*Statuten*) of the Swiss Obligor, as well as an extract from the Commercial Register (*Handelsregister*) of such Swiss Obligor;

(ii) a copy of a unanimous resolution of the board of directors of the Swiss Obligor:

(A) approving the terms of, and the transactions contemplated by, the Finance Documents to which it is a party and resolving that it executes the Finance Documents to which it is a party;

(B) resolving that the execution of the transactions contemplated by the Finance Documents to which it is a party is in the best interest of such Swiss Obligor;

(C) if applicable, authorising a specified person or persons to execute the Finance Documents to which it is a party on its behalf; and

(D) if applicable, authorising a specified person or persons, on its behalf, to sign and/or despatch all documents and notices to be signed and/or despatched by it under or in connection with the Finance Documents to which it is a party;

(iii) a copy of the unanimous shareholders' resolution of the Swiss Obligor approving the terms of, and the transactions contemplated by, the Finance Documents to which it is a party and resolving that (i) it executes the Finance Documents to which it is a party and (ii) the execution of the transactions contemplated by the Finance Documents to which it is a party is in its best interest;

(iv) a specimen of the signature of each member of the board of directors of the Swiss Obligor and, if applicable, each person authorised by the resolutions referred to in paragraph (ii)(C) and/or (D) above in relation to the Finance Documents; and

(v) evidence to the effect that the Swiss Obligor's articles of association empower such Swiss Obligor to enter into upstream and/or cross-stream obligations.

(g) In the case of a French Obligor:

(i) a certified copy of its constitutive documents (*statuts*);

(ii) an original extract (*extrait K-bis*) provided by the commercial and companies registry (*registre du commerce et des sociétés*), not more than fifteen (15) days old;

(iii) a non-bankruptcy certificate (*certificat de recherche de procédures collectives*) provided by the commercial and companies registry (*registre du commerce et des sociétés*), not more than fifteen (15) days old;

(iv) a copy of the resolution of the shareholder(s) of each French Obligor approving:

(A) the terms of, and the transactions contemplated by, the Finance Documents to which it is a party; and

(B) the execution of the Finance Documents to which it is a party;

(v) a copy of the resolution of the board of directors (or any other competent body) of each French Obligor:

(A) approving the terms of, and the transactions contemplated by, the Finance Documents to which it is a party and resolving that it executes the Finance Documents to which it is a party;

(B) authorising a specified person or persons to execute the Finance Documents to which it is a party on its behalf; and

(C) authorising a specified person or persons on its behalf to sign and/or despatch all documents and notices to be signed and/or despatched by it under or in connection with the Finance Documents to which it is a party; and

(vi) evidence that the person(s) who has(ve) signed the Finance Documents on behalf of each French Obligor was(were) duly authorised to sign.

(h) In the case of a U.S. Obligor:

(i) a copy of a good standing certificate with respect to such U.S. Obligor, issued as of a recent date by the Secretary of State or other appropriate official of such U.S. Obligor's jurisdiction of incorporation or organisation; and

(ii) a certificate in form and substance satisfactory to the Agent of the chief financial officer, director of finance or other appropriate person of each U.S. Obligor as to the solvency of such U.S. Obligor.

(i) Should the legal advisers of the Lenders consider it advisable, a copy of a resolution signed by all the holders of the issued shares of the Additional Guarantor or Additional Security Provider, approving the terms of, and the transactions contemplated by, the Finance Documents to which the Additional Guarantor or Additional Security Provider is a party.

(j) A certificate of the Additional Guarantor or Additional Security Provider (signed by an Authorised Signatory) confirming that guaranteeing the Total Commitments would not cause any guaranteeing or similar limit binding on it to be exceeded.

(k) A certificate of an Authorised Signatory of the Additional Guarantor or Additional Security Provider certifying that each copy document listed in this Part II of Schedule 2 is correct, complete and in full force and effect as at a date no earlier than the date of the Accession Letter.

2. **Finance Documents (other than Transaction Security Documents)**

(a) An Accession Letter, duly executed by the Additional Guarantor or Additional Security Provider and the Borrower.

(b) A Debtor/Security Provider Accession Deed for the Additional Guarantor or Additional Security Provider to accede to the Intercreditor Agreement, executed by the Additional Guarantor or Additional Security Provider.

(c) Executed *avales* by the Additional Guarantor to be attached to each of the Promissory Notes existing in favour of each Lender which has requested that such *avales* be executed by the Additional Guarantor.

3. **Transaction Security Documents**

(a) In relation to an Additional Security Provider, any Transaction Security Documents that are required by the Agent to be executed by the Additional Security Provider.

(b) A copy of each notice required to be sent under the documents referred to in paragraph (a) above (duly acknowledged by the addressee) and evidence that any other action required to perfect the Transaction Security created or evidenced or expressed to be created or evidenced pursuant to those documents has been taken.

(c) Unless already held by the Security Agent, a copy of all share certificates, transfers and stock transfer forms or equivalent duly executed by the relevant Additional Security Provider in blank in relation to the assets subject to or expressed to be subject to the documents referred to in paragraph (a) above and other documents of title to be provided under those documents.

4. **Legal opinions**

(a) A legal opinion of the legal advisers to the Additional Guarantor or Additional Security Provider in form and substance reasonably satisfactory to the legal advisers of the Lenders.

(b) A legal opinion of the legal advisers to the Lenders.

5. **Other documents and evidence**

(a) Evidence that any process agent referred to in Clause 42.3 (*Service of process*) has accepted its appointment and, in respect of each Additional Obligor that is incorporated in Mexico, that an irrevocable power of attorney has been granted before a Mexican notary public, appointing such process agent as its agent for service of process.

(b) A copy of any other Authorisation or other document, opinion or assurance which the Agent considers (after having taken appropriate legal advice) to be necessary or desirable (if it has notified the Additional Guarantor or Additional Security Provider and the Borrower accordingly) in connection with the entry into and performance of the transactions contemplated by any Finance Document or for the validity and enforceability of any Finance Document.

(c) In the case of an Additional Guarantor, its Original Financial Statements.

SCHEDULE 3
REQUESTS AND NOTICES

PART I
UTILISATION REQUEST

From: CEMEX, S.A.B. de C.V. as the Borrower

To: [•] as the Agent

Dated:

Dear Sirs

CEMEX, S.A.B. de C.V. – Facilities Agreement
dated [ ] July 2017 (the "Facilities Agreement")

1. We refer to the Facilities Agreement. This is a Utilisation Request. Terms defined in the Facilities Agreement have the same meaning in this Utilisation Request unless given a different meaning in this Utilisation Request.

2. We wish to borrow a Loan on the following terms:

(a) Borrower:	CEMEX, S.A.B. de C.V.
(b) Proposed Utilisation Date:	[•] (or, if that is not a Business Day, the next Business Day)
(c) Facility to be utilised:	[Facility A]/[Facility B]/[Facility C]/[Facility D1]/[Facility D2]/[Facility E]/[Facility F]/[Facility G]/[Facility H]/[Facility I]/[Facility J][/[Facility J – Delayed Effectiveness and Draw Commitments]/[Facility K]/[Facility K – Delayed Effectiveness and Draw Commitments]/[Facility L1]/[Facility L2]/[Facility L3]/[Facility L4]/[Facility M]*
(d) Currency of Loan:	[US$]/[EUR]/[sterling]/[Mex$]**
(e) Amount:	[•] or, if less, the Available Facility ***
(f) Interest Period:	[•]

3. We confirm that each condition specified in Clause 4.2 (*Further conditions precedent*) is satisfied on the date of this Utilisation Request.

4. [This Loan is to be made in [whole]/[part] for the purpose of refinancing [*identify maturing Facility D2 Loan or maturing Facility M Loan*]./[The proceeds of this Loan should be credited to [*account*]].

5. This Utilisation Request is irrevocable.

Yours faithfully

……
authorised signatory for and on behalf of
CEMEX, S.A.B. de C.V.

NOTES:

* Select the Facility to be utilised and delete references to the other Facilities.

** Select the currency to be utilised and delete the reference to the other currencies.

*** If paragraph (g) of Clause 2.2 (*Accordion*) of the Facilities Agreement applies, identify Lender(s) nominated for "y".

PART II
SELECTION NOTICE

From: CEMEX, S.A.B. de C.V. as the Borrower

To: [•] as the Agent

Dated:

Dear Sirs

CEMEX, S.A.B. de C.V. – Facilities Agreement
dated [ ] July 2017 (the "Facilities Agreement")

1. We refer to the Facilities Agreement. This is a Selection Notice. Terms defined in the Facilities Agreement have the same meaning in this Selection Notice unless given a different meaning in this Selection Notice.

2. [We refer to the following [Facility A Loan[s]]/[Facility B Loan[s]]/[Facility C Loan[s]]/[Facility D1 Loan[s]]/[Facility E Loan[s]]/[Facility F Loan[s]]/[Facility G Loan[s]]/[Facility H Loan[s]]/[Facility I Loan[s]]/[Facility J Loan[s]]/[Facility K Loan[s]/[Facility L1 Loan[s]]/[Facility L2 Loan[s]/[Facility L3 Loan[s]/[Facility L4 Loan[s]] with an Interest Period ending on [•].]*

3. [We refer to the following Facility E Loan, Facility F Loan, Facility G Loan and Facility H Loan.]**

4. [We refer to the following Facility I Loan, Facility J Loan, Facility K Loan, Facility L1 Loan, Facility L2 Loan, Facility L3 and Facility L4 Loan.]***

5. We request that the [next]**** Interest Period for the above Loan[s] is [•].

6. This Selection Notice is irrevocable.

Yours faithfully

.....
authorised signatory for and on behalf of
CEMEX, S.A.B. de C.V.

NOTES:

* Insert details of all Term Loans for the relevant Facility which have an Interest Period ending on the same date.

** Insert details of Facility E Loans, Facility F Loans, Facility G Loans and Facility H Loans equivalent to Facility A Loans, Facility B Loans, Facility C Loans and/or Facility D1 Loans exchanged and discharged on the 2019 Amendment Effective Date if that date occurs on a date that is the last day of the then applicable Interest Period in respect of the Facility A Loans, Facility B Loans, Facility C Loans and/or Facility D1 Loans exchanged and discharged on such date.

*** Insert details of Facility I Loans, Facility J Loans, Facility K Loans, Facility L1 Loans, Facility L2 Loans, Facility L3 Loans and Facility L4 Loans equivalent to Facility A Loans, Facility B Loans, Facility C Loans, Facility D1 Loans, Facility E Loans, Facility F Loans, Facility G Loans and/or Facility H Loans exchanged and discharged on the 2020 Further Amendment Effective Date if that date occurs on a date that is the last day of the then applicable Interest Period in respect of the Facility A Loans, Facility B Loans, Facility C Loans, Facility D1 Loans, Facility E Loans, Facility F Loans, Facility G Loans and/or Facility H Loans exchanged and discharged on such date.

**** Delete if using paragraph 3 or paragraph 4.

SCHEDULE 4
FORM OF PROMISSORY NOTE

PAGARÉ NO NEGOCIABLE /
NON-NEGOTIABLE PROMISSORY NOTE

PART I
PAGARÉ NO NEGOCIABLE /
NON-NEGOTIABLE PROMISSORY NOTE

US$_____

For value received, the undersigned, CEMEX, S.A.B. de C.V., by this Promissory Note unconditionally promises to pay to the order of _____ (the "**Creditor**"), in dollars of the United States of America ("**Dollars**"), the following principal sums payable on the following dates (each a "**Principal Payment Date**", and the last such date, the "**Final Payment Date**"):

Principal Payment Date	**Amount**[48]
[•][49]	US$[•]
[•][50]	US$[•]
[•][51]	US$[•]
[•][52]	US$[•]
[•][53]	US$[•]

provided that, on the Final Payment Date, any and all principal amounts then due, shall be paid.

E.U.A. $_____

Por valor recibido, la suscrita, CEMEX, S.A.B. de C.V., por este Pagaré promete incondicionalmente pagar a la orden de _____ (el "**Acreedor**"), en dólares de los Estados Unidos de América ("**Dólares**"), las siguientes sumas de principal pagaderas en las siguientes fechas (cada una, una "**Fecha de Pago de Principal**" y la última de dichas fechas, la "**Fecha de Vencimiento**"):

Fecha de Pago de Principal	**Monto**
[•]	EUA$[•]
[•]	EUA$[•]
[•]	EUA$[•]
[•]	EUA$[•]
[•]	EUA$[•]

en la inteligencia que, en la Fecha de Vencimiento, todas las sumas de principal pagaderas, deberán pagarse.

48 Include amount equal to 20% of the Loan. If July 2021 prepayment occurs, include amount equal to 25% of the Loan, for each of the last four repayment dates of the table.

49 Include date that is: (i) in the case of Facility A and Facility D1, 36 months after the date of the Facilities Agreement and (ii) in the case of Facility E, Facility H, Facility I and Facility L1, 48 months after the date of the Facilities Agreement.

50 Include date that is: (i) in the case of Facility A and Facility D1, 42 months after the date of the Facilities Agreement; (ii) in the case of Facility E and Facility H, 54 months after the date of the Facilities Agreement; and (iii) in the case of Facility I and Facility L1, 72 months after the date of the Facilities Agreement.

51 Include date that is: (i) in the case of Facility A and Facility D1, 48 months after the date of the Facilities Agreement; (ii) in the case of Facility E and Facility H, 60 months after the date of the Facilities Agreement; and (iii) in the case of Facility I and Facility L1, 78 months after the date of the Facilities Agreement.

52 Include date that is: (i) in the case of Facility A and Facility D1, 54 months after the date of the Facilities Agreement; (ii) in the case of Facility E and Facility H, 72 months after the date of the Facilities Agreement; and (iii) in the case of Facility I and Facility L1, 90 months after the date of the Facilities Agreement.

53 Include date that is: (i) in the case of Facility A and Facility D1, 60 months after the date of the Facilities Agreement; (ii) in the case of Facility E and Facility H, 78 months after the date of the Facilities Agreement; (iii) in the case of Facility I and Facility L1, 96 months after the date of the Facilities Agreement.

The undersigned also promises to pay interest on the outstanding and unpaid principal amount of this Promissory Note, from the date hereof, for each day during each Interest Period (as defined below), at a rate per annum equal to LIBOR (as defined below) plus the Margin (as defined below), payable in arrears, on each Interest Payment Date (as defined below), until payment in full of the outstanding principal amount hereof **provided, however, that** upon any repayment or prepayment of any principal amount of this Promissory Note, interest accrued and unpaid on the principal amount repaid or prepaid, shall be payable on the date of such repayment or prepayment.

La suscrita promete, así mismo, pagar intereses sobre el saldo insoluto de la suma de principal de este Pagaré, a partir de la fecha de suscripción del presente Pagaré, por cada día respecto de cada Período de Interés (según este término se define a continuación), a una tasa anual igual a LIBOR (según este término se define a continuación) más el Margen (según este término se define a continuación), pagaderos en forma vencida, en cada Fecha de Pago de Interés (según este término se define a continuación), hasta que se efectúe el pago de la totalidad del saldo insoluto del presente **en el entendido, sin embargo, que** en el caso de cualquier repago o prepago de cualquier suma principal de este Pagaré, los intereses devengados e insolutos sobre la suma repagada o prepagada, serán pagaderos en la fecha en que se realice dicho repago o prepago.

Any principal amount and (to the extent permitted by applicable law) interest not paid when due under this Promissory Note, shall bear interest for each day until paid, payable on demand, at a rate per annum equal to the sum of two percent (2%) plus the interest rate then applicable hereunder as provided in the preceding paragraph.

Cualquier monto de principal y (en la medida permitida por la legislación aplicable) de intereses que no sea pagado cuando sea debido conforme a este Pagaré, devengará intereses por cada día hasta que sea pagado, pagaderos a la vista, a una tasa anual igual a la suma de dos por ciento (2%) más la tasa de interés aplicable conforme a lo previsto en el párrafo anterior.

Interest hereunder shall be calculated on the basis of the actual number of days elapsed, divided by three hundred and sixty (360).

Los intereses conforme al presente serán calculados sobre la base del número de días efectivamente transcurridos, divididos entre trescientos sesenta (360).

For purposes of this Promissory Note, the following terms shall have the following meanings:

Para efectos de este Pagaré, los siguientes términos tendrán los significados indicados a continuación:

"**Agent**" means Citibank Europe plc, UK Branch.

"**Agente**" significa Citibank Europe plc, UK Branch.

"**Business Day**" means a day (other than a Saturday or Sunday) on which banks are open for general business in London, United Kingdom, New York, United States of America and Mexico City, United Mexican States.

"**Día Hábil**" significa cualquier día (que no sea sábado o domingo), en el cual los bancos comerciales en las ciudades de Londres, Reino Unido, Nueva York, Estados Unidos de América y Ciudad de México, Estados Unidos Mexicanos estén abiertos para celebrar operaciones en general.

"**Interest Payment Date**" means the last day of each Interest Period.

"**Fecha de Pago de Interés**" significa el último día de cada Período de Interés.

"**Interest Period**" means (a) initially, the period commencing on the date hereof and ending on the numerically corresponding day in the calendar month [one (1)/three (3)/six (6)] month[s] thereafter, and (b) thereafter, each period commencing on the last day of the immediately preceding Interest Period and ending on the numerically corresponding day in the [applicable calendar month]/[calendar month [one (1)/three (3)/six (6)] month[s]][54] thereafter provided that (i) any Interest Period that would otherwise end on a day that is not a Business Day, shall be extended to the immediately succeeding Business Day, unless such immediately succeeding Business Day falls in the next calendar month, in which case such Interest Period shall end on the immediately preceding Business Day; (ii) any Interest Period that begins on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the calendar month in which that Interest Period is to end) shall end on the last Business Day of the calendar month in which that Interest Period is to end; and (iii) no Interest Period shall extend beyond the Final Payment Date.

"**Período de Interés**" significa (a) inicialmente, el período que comienza en la fecha del presente pagaré y termina en el día numéricamente correspondiente en el mes calendario que sea [un (1)/tres (3)/seis (6)] mes[es] después de dicha fecha, y (b) en adelante, cada período comenzando en el último día del Período de Intereses inmediatamente anterior y que termine el día numéricamente correspondiente en el mes calendario [aplicable que ocurra]/[que ocurra [un (1)/tres (3)/seis (6)] mes[es]] después de dicha fecha en el entendido que (i) cualquier Período de Intereses que termine en una fecha que no sea un Día Hábil, será extendido al Día Hábil inmediato siguiente, salvo en el caso de que dicho Día Hábil inmediato siguiente sea en el mes calendario siguiente, en cuyo caso, dicho Período de Intereses terminará en el Día Hábil inmediato anterior; (ii) cualquier Período de Intereses que inicie el último Día Hábil de un mes calendario (o en un día para el cual no exista fecha numéricamente correspondiente en el mes calendario en el cual dicho Período de Intereses deba terminar) terminará en el último Día Hábil del mes calendario en el cual dicho Período de Intereses deba terminar; y (iii) ningún Período de Intereses terminará después de la Fecha de Vencimiento.

"**LIBOR**" means (a) the applicable Screen Rate, or (b) if no Screen Rate is available for an applicable Interest Period, the Interpolated Screen Rate, or (c) if no Screen Rate is available for (i) Dollars or (ii) an applicable Interest Period and it is not possible to calculate an Interpolated Screen Rate for that Interest Period, the Reference Bank Rate, in the case of paragraphs (a) and (c) above, as of approximately 11:00 a.m. (London time) on the Quotation Day for the offering of deposits in Dollars and for a period comparable to the Interest Period and, if the rate is less than zero, LIBOR shall be deemed to be zero.

"**LIBOR**" significa (a) la Tasa de Pantalla aplicable, o (b) si la Tasa de Pantalla no estuviere disponible para el Período de Interés de que se trate, la Tasa de Pantalla Interpolada, o (c) si la Tasa de Pantalla no estuviere disponible para (i) Dólares o (ii) el Período de Interés de que se trate y no fuere posible calcular la Tasa de Pantalla Interpolada para dicho Período de Intereses, la Tasa de los Bancos de Referencia, en los supuestos previstos en los incisos (a) y (c) anteriores, aproximadamente a las 11:00 a.m. (hora de Londres) en la Fecha de Cotización respecto de la oferta de depósitos en Dólares y por un período comparable al Período de Interés y, en caso que la tasa sea menor de cero, entonces LIBOR deberá ser cero.

"**London Business Day**" means a day (other than a Saturday or Sunday) on which banks are open for general business in London, United Kingdom.

"**Día Hábil en Londres**" significa cualquier día (que no sea sábado o domingo), en el cual los bancos comerciales en la ciudad de Londres, Reino Unido estén abiertos para celebrar operaciones en general.

"**Interpolated Screen Rate**" means the rate which results from interpolating on a linear basis between (a) the applicable Screen Rate for the longest period (for which that Screen Rate is available) which is less than the Interest Period; and (b) the applicable Screen Rate for the shortest period (for which that Screen Rate is available) which exceeds the Interest Period, as of approximately 11:00 a.m. (London time) on the Quotation Day for the offering of deposits in Dollars and for a period comparable to the Interest Period.

"**Tasa de Pantalla Interpolada**" significa la tasa que resulte de interpolar en forma lineal (a) la Tasa de Pantalla aplicable para el período más largo (para el cual la Tasa de Pantalla esté disponible) pero que sea menor al Período de Intereses y (b) la Tasa de Pantalla aplicable para el período más corto (para el cual la Tasa de Pantalla esté disponible) pero que exceda el Período de Interés, aproximadamente a las 11:00 a.m. (hora de Londres) en la Fecha de Cotización respecto de la oferta de depósitos en Dólares y por un período comparable al Período de Interés.

"**Margin**" means [•] per cent ([•]%) per annum.[55]

"**Margen**" significa [•] por ciento ([•]%) por año.

54 Language to be included only if a bank requests that the note includes the applicable Interest Period.

55 Margin in effect on date the pagaré is signed.

"**Quotation Day**" means, in relation to any period for which an interest rate is to be determined, two (2) London Business Days before the first day of that period, unless market practice differs in the Relevant Interbank Market, in which case the Quotation Day will be determined by the Agent in accordance with market practice in the Relevant Interbank Market (and if quotations would normally be given by leading banks in the Relevant Interbank Market on more than one day, the Quotation Day will be the last of those days).	"**Fecha de Cotización**" significa, respecto de cualquier período para el cual una tasa de interés deba ser determinada, dos (2) Días Hábiles en Londres antes del primer día de tal período, a menos que la práctica de mercado en el Mercado Interbancario Relevante sea distinta, en cuyo caso la Fecha de Cotización será determinada por el Agente de conformidad con la práctica de mercado en el Mercado Interbancario Relevante (y en caso de que las cotizaciones normalmente sean proporcionadas por bancos líderes en el Mercado Interbancario Relevante en más de un día, la Fecha de Cotización será el último de dichos días).
"**Relevant Interbank Market**" means the London interbank market.	"**Mercado Interbancario Relevante**" significa el mercado interbancario de Londres.
"**Reference Banks**" means the principal London offices of BNP Paribas and ING Bank NV.	"**Bancos de Referencia**" significa las oficinas principales de BNP Paribas y ING Bank NV en Londres.
"**Reference Bank Rate**" means the arithmetic mean of the rates (rounded upwards to four decimal places), as supplied to the Agent at its request by the Reference Banks, at which the relevant Reference Bank could borrow funds in the London interbank market in Dollars and for the relevant period, were it to do so by asking for and then accepting interbank offers for deposits in reasonable market size in Dollars and for that period.	"**Tasa de los Bancos de Referencia**" significa el promedio aritmético de las tasas (redondeadas hacia arriba, a cuatro decimales) que proporcionen los Bancos de Referencia a petición del Agente, de la tasa de interés a la cual el Banco de Referencia que corresponda podría recibir fondos en préstamo en el mercado interbancario de Londres en Dólares y por el período de que se trate, en caso que dicho Banco de Referencia obtuviera fondos en préstamo después de haber pedido y aceptado dichas ofertas interbancarias para depósitos en tamaños de mercado razonables, en Dólares y por ese mismo período.
"**Screen Rate**" means the London interbank offered rate administered by ICE Benchmark Administration Limited (or any other person which takes over the administration of that rate) for Dollars for the relevant period displayed on pages LIBOR01 or LIBOR02 of the Thomson Reuters screen (or any replacement Thomson Reuters page which displays that rate) or on the appropriate page of such other information service which publishes that rate from time to time in place of Thomson Reuters. If such page or service ceases to be available or is replaced, the Agent may specify another page or service displaying the relevant rate.	"**Tasa de Pantalla**" significa la tasa ofrecida en el mercado interbancario de Londres administrada por ICE Benchmark Administration Limited (o cualquier otra persona que asuma la administración de dicha tasa) para Dólares y para el período de que se trate, que aparezca en las páginas LIBOR01 o LIBOR02 de la pantalla Thomson Reuters (o cualquier página que reemplace la pantalla Thomson Reuters que divulgue dicha tasa) o la página que corresponda del servicio que provea dicha tasa de tiempo en tiempo en lugar de Thomson Reuters. Si la página o servicio es reemplazada deja de estar disponible, el Agente puede señalar otra página o servicio para que divulgue la tasa apropiada.

All payments by the undersigned of principal, interest and other payments hereunder, shall be made without setoff, deduction or counterclaim not later than 11:00 a.m., London time, on the due date for each such payment, in Dollars and in immediately available funds, at the office of the Agent located at 5th Floor, Citigroup Centre, 25 Canada Square, Canary Wharf, London E14 5LB, United Kingdom, Attention: Loans Agency. The undersigned agree to reimburse upon demand, in like manner and funds, all losses, costs and expenses of the holder hereof, incurred in connection with the enforcement of this Promissory Note.

Todos los pagos que deban hacerse conforme a este Pagaré por las suscritas, de principal, intereses y por otros conceptos, serán efectuados sin compensación, deducción o defensa, antes de las 11:00 a.m., hora de la ciudad de Londres, en la fecha en que el pago de que se trate venza, en Dólares y en fondos disponibles inmediatamente, en la oficina del Agente ubicada en el 5to piso de Citigroup Centre, 25 Canada Square, Canary Wharf, Londres E14 5LB, Reino Unido, Atención: Agente de Créditos. Las suscritas convienen en reembolsar a la vista, en la misma forma y fondos, cualesquiera pérdidas, costos y gastos del tenedor del presente, incurridos en relación con el procedimiento de cobro del presente Pagaré.

Any payment which is due to be made on a day that is not a Business Day shall be made on the next Business Day in the same calendar month (if there is one) or the preceding Business Day (if there is not). During any extension of the due date of payment of any principal, interest is payable on the principal at the rate payable on the original due date.

Cualquier pago que deba hacerse conforme al presente en un día que no sea un Día Hábil, deberá hacerse en el siguiente Día Hábil durante el mismo mes calendario (si existe uno) o en el Día Hábil previo (si no existe uno). Respecto de cualquier extensión de cualquier fecha de pago de principal, los intereses que correspondan al pago de principal se devengarán a la tasa de interés pagadera en la fecha de pago original.

All payments by the undersigned hereunder, shall be made free and clear of, and without deduction, set-off or counterclaim for, any present or future tax, levy, impost, duty or other charge, deduction or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same), imposed by the United Mexican States or any other jurisdiction from which any amount payable hereunder is made, or any taxing authority thereof or therein, unless required by law. In the event that the undersigned shall be compelled by law to make any such deduction or withholding, in respect of any payments hereunder, then the undersigned shall (i) pay such additional amounts as may be necessary so that the holder hereof would receive the full amounts it would have received, if such deductions or withholdings would not have been made, (ii) make all such deductions or withholdings and (iii) pay the full amount deducted or withheld to the relevant taxation authority or other authority in accordance with applicable law.

Todos los pagos que se efectúen por las suscritas en términos del presente, deberán hacerse libres de y sin retención, deducción o compensación alguna por, cualquier impuesto, contribución, carga, derecho u otras cargas, deducciones o retenciones, presentes o futuras, de cualquier naturaleza (incluyendo cualquier multa o interés pagadero por el incumplimiento o retraso en el pago de cualquiera de dichas sumas), establecidos o determinados por los Estados Unidos Mexicanos o por cualquier otra jurisdicción de la que se paguen cantidades adeudadas conforme al presente, a menos que sea requerido por ley. En caso que las suscritas estén obligadas legalmente a llevar a cabo cualquier retención o deducción, respecto de cualesquiera pagos conforme al presente, las suscritas (i) pagarán las sumas adicionales que sean necesarias para asegurar que las sumas recibidas por el tenedor del presente sean iguales a la suma que el tenedor hubiera recibido, si tales retenciones o deducciones no se hubieren realizado, (ii) realizarán las deducciones o retenciones, y (iii) pagarán el monto completo deducido o retenido a la autoridad fiscal correspondiente o cualquier otra autoridad de conformidad con la legislación aplicable.

This Promissory Note shall be governed by, and construed in accordance with, the laws of England; **provided, however, that** if any action or proceedings in connection with this Promissory Note were brought to any courts in the United Mexican States, this Promissory Note shall be deemed as governed under the laws of the United Mexican States on account of place of their present or future domicile or residence or for any other reason.

Este Pagaré se regirá e interpretará de acuerdo con las leyes de Inglaterra; **en el entendido, sin embargo, que** si cualquier acción o procedimiento en relación con este Pagaré se iniciara en los tribunales de los Estados Unidos Mexicanos, este Pagaré se considerará regido de acuerdo con las leyes de los Estados Unidos Mexicanos en virtud de su domicilio presente o futuro o par cualquier otra razón.

Any legal action or proceeding arising out of or relating to this Promissory Note may be brought to the jurisdiction of the courts of England and any appellate court thereof, or any federal court sitting in Mexico City, United Mexican States; the undersigned waive the right to jurisdiction of any other courts, on account of place of their present or future residence or domicile or for any other reason.

Cualquier acción o procedimiento legal que derive o se relacione con este Pagaré podrá ser iniciado en los tribunales de Inglaterra, o en cualquier tribunal de apelación de los mismos, o cualquier tribunal federal localizado en la Ciudad de México, Estados Unidos Mexicanos, renunciando la suscrita a la jurisdicción de cualesquiera otros tribunales, en virtud de su domicilio presente o futuro, o por cualquier otra razón.

The undersigned hereby waive diligence, demand, protest, presentment, notice of dishonor or any other notice or demand whatsoever.

Las suscritas en este acto renuncian a diligencia, demanda, protesto, presentación, notificación de no aceptación y a cualquier notificación o demanda de cualquier naturaleza.

This Promissory Note is executed in both English and Spanish versions. In the case of any conflict or doubt as to the proper construction of this Promissory Note, the English version shall govern; **provided, however, that** in any action or proceeding brought in any court in the United Mexican States, the Spanish version shall prevail.

El presente Pagaré se suscribe en versiones en inglés y español. En caso de conflicto o duda en relación con la debida interpretación de este Pagaré, la versión en inglés prevalecerá; **en el entendido**, **sin embargo, que** en cualquier procedimiento iniciado en cualquier tribunal de los Estados Unidos Mexicanos, prevalecerá la versión en español.

If the laws of the United Mexican States apply, for the purposes of Article 128 of the General Law of Negotiable Instruments and Credit Transactions of the United Mexican States, the term of presentation of this Promissory Note is hereby irrevocably extended until the date that is six (6) months after the Final Payment Date, **it being understood** that such extension shall not be deemed to prevent presentation of this Promissory Note prior to such date.

Si la legislación de los Estados Unidos Mexicanos fuere aplicable, para los efectos del Artículo 128 de la Ley General de Títulos y Operaciones de Crédito de los Estados Unidos Mexicanos, por medio del presente se prorroga irrevocablemente el plazo de presentación de este Pagaré hasta la fecha que sea seis (6) meses después de la Fecha de Vencimiento, **en el entendido** de que dicha prórroga no impedirá la presentación de este Pagaré con anterioridad a dicha fecha.

For any notice in the United Mexican States related to this Promissory Note, the undersigned designate their domicile at [_____]

Para cualquier aviso en los Estados Unidos Mexicanos relacionado con este Pagaré, las suscritas designan la siguiente dirección como su domicilio [_____].

IN WITNESS WHEREOF, the undersigned have duly executed this Promissory Note on the date indicated below.

EN VIRTUD DE LO CUAL, las suscritas han firmado este Pagaré en la fecha abajo mencionada.

_____, _____, a __ de _____.

_____, _____, _____, ____.

CEMEX, S.A.B. de C.V.

By/Por _____
Name/Nombre:
Title/Cargo:

Guaranteed/Por Aval:
CEMEX España, S.A.

By/Por _____
Name/Nombre:
Title/Cargo:

Guaranteed/Por Aval:
CEMEX Concretos, S.A. de C.V.

By/Por _____
Name/Nombre:
Title/Cargo:

Guaranteed/Por Aval:
New Sunward Holding B.V.

By/Por _____
Name/Nombre:
Title/Cargo:

Guaranteed/Por Aval:
CEMEX Corp.

By/Por _____
Name/Nombre:
Title/Cargo:

Guaranteed/Por Aval:
CEMEX Finance LLC

By/Por _____
Name/Nombre:
Title/Cargo:

Guaranteed/Por Aval:
Cemex Research Group AG

By/Por _____
Name/Nombre:
Title/Cargo:

Guaranteed/Por Aval:
CEMEX Asia B.V.

By/Por _____
Name/Nombre:
Title/Cargo:

Guaranteed/Por Aval:
CEMEX France Gestion (S.A.S.)

By/Por _____
Name/Nombre:
Title/Cargo:

Guaranteed/Por Aval:
CEMEX UK

By/Por _____
Name/Nombre:
Title/Cargo:

Guaranteed/Por Aval:
CEMEX Africa & Middle East Investments B.V.

By/Por _____
Name/Nombre:
Title/Cargo:

PART II
LOANS IN DOLLARS UNDER THE REVOLVING LOAN FACILITY
PAGARÉ NO NEGOCIABLE /
NON-NEGOTIABLE PROMISSORY NOTE

US$_____

For value received, the undersigned, CEMEX, S.A.B. de C.V., by this Promissory Note unconditionally promises to pay to the order of _____ (the "**Creditor**"), in dollars of the United States of America ("**Dollars**"), the principal sum of US$ _____ payable on _____ (the "**Final Payment Date**").

The undersigned also promises to pay interest on the outstanding and unpaid principal amount of this Promissory Note, from the date hereof, for each day during each Interest Period (as defined below), at a rate per annum equal to LIBOR (as defined below) plus the Margin (as defined below), payable in arrears, each Interest Payment Date (as defined below), until payment in full of the outstanding principal amount hereof **provided, however, that** upon any repayment or prepayment of any principal amount of this Promissory Note, interest accrued and unpaid on the principal amount repaid or prepaid, shall be payable on the date of such repayment or prepayment.

Any principal amount and (to the extent permitted by applicable law) interest not paid when due under this Promissory Note, shall bear interest for each day until paid, payable on demand, at a rate per annum equal to the sum of two percent (2%) plus the interest rate then applicable hereunder as provided in the preceding paragraph.

Interest hereunder shall be calculated on the basis of the actual number of days elapsed, divided by three hundred and sixty (360).

For purposes of this Promissory Note, the following terms shall have the following meanings:

"**Agent**" means Citibank Europe plc, UK Branch.

"**Business Day**" means a day (other than a Saturday or Sunday) on which banks are open for general business in London, United Kingdom, New York, United States of America and Mexico City, United Mexican States.

E.U.A.$_____

Por valor recibido, la suscrita, CEMEX, S.A.B. de C.V., por este Pagaré promete incondicionalmente pagar a la orden de _____ (el "**Acreedor**"), en dólares de los Estados Unidos de América ("**Dólares**"), la suma de principal de E.U.A.$_____ pagadera el _____ (la "**Fecha de Vencimiento**").

La suscrita promete, así mismo, pagar intereses sobre el saldo insoluto de la suma de principal de este Pagaré, a partir de la fecha de suscripción del presente Pagaré, por cada día respecto de cada Período de Interés (según este término se define a continuación), a una tasa anual igual a LIBOR (según este término se define a continuación) más el Margen (según este término se define a continuación), pagaderos en forma vencida, en cada Fecha de Pago de Interés (según este término se define a continuación), hasta que se efectúe el pago de la totalidad del saldo insoluto del presente **en el entendido, sin embargo, que** en el caso de cualquier repago o prepago de cualquier suma principal de este Pagaré, los intereses devengados e insolutos sobre la suma repagada o prepagada, serán pagaderos en la fecha en que se realice dicho repago o prepago.

Cualquier monto de principal y (en la medida permitida por la legislación aplicable) de intereses que no sea pagado cuando sea debido conforme a este Pagaré, devengará intereses por cada día hasta que sea pagado, pagaderos a la vista, a una tasa anual igual a la suma de dos por ciento (2%) más la tasa de interés aplicable conforme a lo previsto en el párrafo anterior.

Los intereses conforme al presente serán calculados sobre la base del número de días efectivamente transcurridos, divididos entre trescientos sesenta (360).

Para efectos de este Pagaré, los siguientes términos tendrán los significados indicados a continuación:

"**Agente**" significa Citibank Europe plc, UK Branch.

"**Día Hábil**" significa cualquier día (que no sea sábado o domingo), en el cual los bancos comerciales en las ciudades de Londres, Reino Unido, Nueva York, Estados Unidos de América y Ciudad de México, Estados Unidos Mexicanos estén abiertos para celebrar operaciones en general.

"**Interest Payment Date**" means the last day of each Interest Period.

"**Fecha de Pago de Interés**" significa el último día de cada Período de Interés.

"**Interest Period**" means (a) initially, the period commencing on the date hereof and ending on the numerically corresponding day in the calendar month [one (1)/three (3)/six (6)] month[s] thereafter, and (b) thereafter, each period commencing on the last day of the immediately preceding Interest Period and ending on the numerically corresponding day in the [applicable calendar month]/[calendar month [one (1)/three (3)/six (6)] month[s]][56] thereafter provided that (i) any Interest Period that would otherwise end on a day that is not a Business Day, shall be extended to the immediately succeeding Business Day, unless such immediately succeeding Business Day falls in the next calendar month, in which case such Interest Period shall end on the immediately preceding Business Day; (ii) any Interest Period that begins on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the calendar month in which that Interest Period is to end) shall end on the last Business Day of the calendar month in which that Interest Period is to end; and (iii) no Interest Period shall extend beyond the Final Payment Date.

"**Período de Interés**" significa (a) inicialmente, el período que comienza en la fecha del presente pagaré y termina en el día numéricamente correspondiente en el mes calendario que sea [un (1)/tres (3)/seis (6)] mes[es] después de dicha fecha, y (b) en adelante, cada período comenzando en el último día del Período de Intereses inmediatamente anterior y que termine el día numéricamente correspondiente en el mes calendario [aplicable que ocurra]/[que ocurra [un (1)/tres (3)/seis (6)] mes[es]] después de dicha fecha en el entendido que (i) cualquier Período de Intereses que termine en una fecha que no sea un Día Hábil, será extendido al Día Hábil inmediato siguiente, salvo en el caso de que dicho Día Hábil inmediato siguiente sea en el mes calendario siguiente, en cuyo caso, dicho Período de Intereses terminará en el Día Hábil inmediato anterior; (ii) cualquier Período de Intereses que inicie el último Día Hábil de un mes calendario (o en un día para el cual no exista fecha numéricamente correspondiente en el mes calendario en el cual dicho Período de Intereses deba terminar) terminará en el último Día Hábil del mes calendario en el cual dicho Período de Intereses deba terminar; y (iii) ningún Período de Intereses terminará después de la Fecha de Vencimiento.

"**LIBOR**" means (a) the applicable Screen Rate, or (b) if no Screen Rate is available for an applicable Interest Period, the Interpolated Screen Rate, or (c) if no Screen Rate is available for (i) Dollars or (ii) an applicable Interest Period and it is not possible to calculate an Interpolated Screen Rate for that Interest Period, the Reference Bank Rate, in the case of paragraphs (a) and (c) above, as of approximately 11:00 a.m. (London time) on the Quotation Day for the offering of deposits in Dollars and for a period comparable to the Interest Period and, if the rate is less than zero, LIBOR shall be deemed to be zero.

"**LIBOR**" significa (a) la Tasa de Pantalla aplicable, o (b) si la Tasa de Pantalla no estuviere disponible para el Período de Interés de que se trate, la Tasa de Pantalla Interpolada, o (c) si la Tasa de Pantalla no estuviere disponible para (i) Dólares o (ii) el Período de Interés de que se trate y no fuere posible calcular la Tasa de Pantalla Interpolada para dicho Período de Intereses, la Tasa de los Bancos de Referencia, en los supuestos previstos en los incisos (a) y (c) anteriores, aproximadamente a las 11:00 a.m. (hora de Londres) en la Fecha de Cotización respecto de la oferta de depósitos en Dólares y por un período comparable al Período de Interés y, en caso que la tasa sea menor de cero, entonces LIBOR deberá ser cero.

"**London Business Day**" means a day (other than a Saturday or Sunday) on which banks are open for general business in London, United Kingdom.

"**Día Hábil en Londres**" significa cualquier día (que no sea sábado o domingo), en el cual los bancos comerciales en la ciudad de Londres, Reino Unido estén abiertos para celebrar operaciones en general.

56 Language to be included only if a bank requests that the note includes the applicable Interest Period.

"**Interpolated Screen Rate**" means the rate which results from interpolating on a linear basis between (a) the applicable Screen Rate for the longest period (for which that Screen Rate is available) which is less than the Interest Period; and (b) the applicable Screen Rate for the shortest period (for which that Screen Rate is available) which exceeds the Interest Period, as of approximately 11:00 a.m. (London time) on the Quotation Day for the offering of deposits in Dollars and for a period comparable to the Interest Period.	"**Tasa de Pantalla Interpolada**" significa la tasa que resulte de interpolar en forma lineal (a) la Tasa de Pantalla aplicable para el período más largo (para el cual la Tasa de Pantalla esté disponible) pero que sea menor al Período de Intereses y (b) la Tasa de Pantalla aplicable para el período más corto (para el cual la Tasa de Pantalla esté disponible) pero que exceda el Período de Interés, aproximadamente a las 11:00 a.m. (hora de Londres) en la Fecha de Cotización respecto de la oferta de depósitos en Dólares y por un período comparable al Período de Interés.
"**Margin**" means [•] per cent ([•]%) per annum.[57]	"**Margen**" significa [•] por ciento ([•]%) por año.
"**Quotation Day**" means, in relation to any period for which an interest rate is to be determined, two (2) London Business Days before the first day of that period, unless market practice differs in the Relevant Interbank Market, in which case the Quotation Day will be determined by the Agent in accordance with market practice in the Relevant Interbank Market (and if quotations would normally be given by leading banks in the Relevant Interbank Market on more than one day, the Quotation Day will be the last of those days).	"**Fecha de Cotización**" significa, respecto de cualquier período para el cual una tasa de interés deba ser determinada, dos (2) Días Hábiles en Londres antes del primer día de tal período, a menos que la práctica de mercado en el Mercado Interbancario Relevante sea distinta, en cuyo caso la Fecha de Cotización será determinada por el Agente de conformidad con la práctica de mercado en el Mercado Interbancario Relevante (y en caso de que las cotizaciones normalmente sean proporcionadas por bancos líderes en el Mercado Interbancario Relevante en más de un día, la Fecha de Cotización será el último de dichos días).
"**Relevant Interbank Market**" means the London interbank market.	"**Mercado Interbancario Relevante**" significa el mercado interbancario de Londres.
"**Reference Banks**" means the principal London offices of BNP Paribas and ING Bank NV.	"**Bancos de Referencia**" significa las oficinas principales de BNP Paribas y ING Bank NV en Londres.
"**Reference Bank Rate**" means the arithmetic mean of the rates (rounded upwards to four decimal places), as supplied to the Agent at its request by the Reference Banks, at which the relevant Reference Bank could borrow funds in the London interbank market in Dollars and for the relevant period, were it to do so by asking for and then accepting interbank offers for deposits in reasonable market size in Dollars and for that period.	"**Tasa de los Bancos de Referencia**" significa el promedio aritmético de las tasas (redondeadas hacia arriba, a cuatro decimales) que proporcionen los Bancos de Referencia a petición del Agente, de la tasa de interés a la cual el Banco de Referencia que corresponda podría recibir fondos en préstamo en el mercado interbancario de Londres en Dólares y por el período de que se trate, en caso que dicho Banco de Referencia obtuviera fondos en préstamo después de haber pedido y aceptado dichas ofertas interbancarias para depósitos en tamaños de mercado razonables, en Dólares y por ese mismo período.
"**Screen Rate**" means the London interbank offered rate administered by ICE Benchmark Administration Limited (or any other person which takes over the administration of that rate) for Dollars for the relevant period displayed on pages LIBOR01 or LIBOR02 of the Thomson Reuters screen (or any replacement Thomson Reuters page which displays that rate) or on the appropriate page of such other information service which publishes that rate from time to time in place of Thomson Reuters. If such page or service ceases to be available or is replaced, the Agent may specify another page or service displaying the relevant rate.	"**Tasa de Pantalla**" significa la tasa ofrecida en el mercado interbancario de Londres administrada por ICE Benchmark Administration Limited (o cualquier otra persona que asuma la administración de dicha tasa) para Dólares y para el período de que se trate, que aparezca en las páginas LIBOR01 o LIBOR02 de la pantalla Thomson Reuters (o cualquier página que reemplace la pantalla Thomson Reuters que divulgue dicha tasa) o la página que corresponda del servicio que provea dicha tasa de tiempo en tiempo en lugar de Thomson Reuters. Si la página o servicio es reemplazada deja de estar disponible, el Agente puede señalar otra página o servicio para que divulgue la tasa apropiada.

57 Margin in effect on date the pagaré is signed.

All payments by the undersigned of principal, interest and other payments hereunder, shall be made without setoff, deduction or counterclaim not later than 11:00 a.m., London time, on the due date for each such payment, in Dollars and in immediately available funds, at the office of the Agent located at 5th Floor, Citigroup Centre, 25 Canada Square, Canary Wharf, London E14 5LB, United Kingdom, Attention: Loans Agency. The undersigned agree to reimburse upon demand, in like manner and funds, all losses, costs and expenses of the holder hereof, incurred in connection with the enforcement of this Promissory Note.

Todos los pagos que deban hacerse conforme a este Pagaré por las suscritas, de principal, intereses y por otros conceptos, serán efectuados sin compensación, deducción o defensa, antes de las 11:00 a.m., hora de la ciudad de Londres, en la fecha en que el pago de que se trate venza, en Dólares y en fondos disponibles inmediatamente, en la oficina del Agente ubicada en el 5to piso de Citigroup Centre, 25 Canada Square, Canary Wharf, Londres E14 5LB, Reino Unido, Atención: Agente de Créditos. Las suscritas convienen en reembolsar a la vista, en la misma forma y fondos, cualesquiera pérdidas, costos y gastos del tenedor del presente, incurridos en relación con el procedimiento de cobro del presente Pagaré.

Any payment which is due to be made on a day that is not a Business Day shall be made on the next Business Day in the same calendar month (if there is one) or the preceding Business Day (if there is not). During any extension of the due date of payment of any principal, interest is payable on the principal at the rate payable on the original due date.

Cualquier pago que deba hacerse conforme al presente en un día que no sea un Día Hábil, deberá hacerse en el siguiente Día Hábil durante el mismo mes calendario (si existe uno) o en el Día Hábil previo (si no existe uno). Respecto de cualquier extensión de cualquier fecha de pago de principal, los intereses que correspondan al pago de principal se devengarán a la tasa de interés pagadera en la fecha de pago original.

All payments by the undersigned hereunder, shall be made free and clear of, and without deduction, set-off or counterclaim for, any present or future tax, levy, impost, duty or other charge, deduction or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same), imposed by the United Mexican States or any other jurisdiction from which any amount payable hereunder is made, or any taxing authority thereof or therein, unless required by law. In the event that the undersigned shall be compelled by law to make any such deduction or withholding, in respect of any payments hereunder, then the undersigned shall (i) pay such additional amounts as may be necessary so that the holder hereof would receive the full amounts it would have received, if such deductions or withholdings would not have been made, (ii) make all such deductions or withholdings and (iii) pay the full amount deducted or withheld to the relevant taxation authority or other authority in accordance with applicable law.

Todos los pagos que se efectúen por las suscritas en términos del presente, deberán hacerse libres de y sin retención, deducción o compensación alguna por, cualquier impuesto, contribución, carga, derecho u otras cargas, deducciones o retenciones, presentes o futuras, de cualquier naturaleza (incluyendo cualquier multa o interés pagadero por el incumplimiento o retraso en el pago de cualquiera de dichas sumas), establecidos o determinados por los Estados Unidos Mexicanos o por cualquier otra jurisdicción de la que se paguen cantidades adeudadas conforme al presente, a menos que sea requerido por ley. En caso que las suscritas estén obligadas legalmente a llevar a cabo cualquier retención o deducción, respecto de cualesquiera pagos conforme al presente, las suscritas (i) pagarán las sumas adicionales que sean necesarias para asegurar que las sumas recibidas por el tenedor del presente sean iguales a la suma que el tenedor hubiera recibido, si tales retenciones o deducciones no se hubieren realizado, (ii) realizarán las deducciones o retenciones, y (iii) pagarán el monto completo deducido o retenido a la autoridad fiscal correspondiente o cualquier otra autoridad de conformidad con la legislación aplicable.

This Promissory Note shall be governed by, and construed in accordance with, the laws of England; **provided, however, that** if any action or proceedings in connection with this Promissory Note were brought to any courts in the United Mexican States, this Promissory Note shall be deemed as governed under the laws of the United Mexican States on account of place of their present or future domicile or residence or for any other reason.

Este Pagaré se regirá e interpretará de acuerdo con las leyes de Inglaterra; **en el entendido, sin embargo, que** si cualquier acción o procedimiento en relación con este Pagaré se iniciara en los tribunales de los Estados Unidos Mexicanos, este Pagaré se considerará regido de acuerdo con las leyes de los Estados Unidos Mexicanos en virtud de su domicilio presente o futuro o par cualquier otra razón.

Any legal action or proceeding arising out of or relating to this Promissory Note may be brought to the jurisdiction of the courts of England and any appellate court thereof, or any federal court sitting in Mexico City, United Mexican States; the undersigned waive the right to jurisdiction of any other courts, on account of place of their present or future residence or domicile or for any other reason.

Cualquier acción o procedimiento legal que derive o se relacione con este Pagaré podrá ser iniciado en los tribunales de Inglaterra, o en cualquier tribunal de apelación de los mismos, o cualquier tribunal federal localizado en la Ciudad de México, Estados Unidos Mexicanos, renunciando la suscrita a la jurisdicción de cualesquiera otros tribunales, en virtud de su domicilio presente o futuro, o por cualquier otra razón.

The undersigned hereby waive diligence, demand, protest, presentment, notice of dishonor or any other notice or demand whatsoever.

Las suscritas en este acto renuncian a diligencia, demanda, protesto, presentación, notificación de no aceptación y a cualquier notificación o demanda de cualquier naturaleza.

This Promissory Note is executed in both English and Spanish versions. In the case of any conflict or doubt as to the proper construction of this Promissory Note, the English version shall govern; **provided, however, that** in any action or proceeding brought in any court in the United Mexican States, the Spanish version shall prevail.

El presente Pagaré se suscribe en versiones en inglés y español. En caso de conflicto o duda en relación con la debida interpretación de este Pagaré, la versión en inglés prevalecerá; **en el entendido**, **sin embargo, que** en cualquier procedimiento iniciado en cualquier tribunal de los Estados Unidos Mexicanos, prevalecerá la versión en español.

For any notice in the United Mexican States related to this Promissory Note, the undersigned designate their domicile at [_____]

Para cualquier aviso en los Estados Unidos Mexicanos relacionado con este Pagaré, las suscritas designan la siguiente dirección como su domicilio [_____].

IN WITNESS WHEREOF, the undersigned have duly executed this Promissory Note on the date indicated below.

EN VIRTUD DE LO CUAL, las suscritas han firmado este Pagaré en la fecha abajo mencionada.

_____, _____, a __ de _____.

_____, _____, _____, ____.

CEMEX, S.A.B. de C.V.

By/Por _____
Name/Nombre:
Title/Cargo:

Guaranteed/Por Aval:
CEMEX España, S.A.

By/Por _____
Name/Nombre:
Title/Cargo:

Guaranteed/Por Aval:
CEMEX Concretos, S.A. de C.V.

By/Por _____
Name/Nombre:
Title/Cargo:

Guaranteed/Por Aval:
New Sunward Holding B.V.

By/Por _____
Name/Nombre:
Title/Cargo:

Guaranteed/Por Aval:
CEMEX Corp.

By/Por _____
Name/Nombre:
Title/Cargo:

Guaranteed/Por Aval:
CEMEX Finance LLC

By/Por _____
Name/Nombre:
Title/Cargo:

Guaranteed/Por Aval:
Cemex Research Group AG

By/Por _____
Name/Nombre:
Title/Cargo:

Guaranteed/Por Aval:
CEMEX Asia B.V.

By/Por _____
Name/Nombre:
Title/Cargo:

Guaranteed/Por Aval:
CEMEX France Gestion (S.A.S.)

By/Por _____
Name/Nombre:
Title/Cargo:

Guaranteed/Por Aval:
CEMEX UK

By/Por _____
Name/Nombre:
Title/Cargo:

Guaranteed/Por Aval:
CEMEX Africa & Middle East Investments B.V.

By/Por _____
Name/Nombre:
Title/Cargo:

PART III
TERM LOANS IN STERLING
PAGARÉ NO NEGOCIABLE /
NON-NEGOTIABLE PROMISSORY NOTE

£_____

For value received, the undersigned, CEMEX, S.A.B. de C.V., by this Promissory Note unconditionally promises to pay to the order of _____ (the "**Creditor**"), in sterling, lawful currency of the United Kingdom ("**sterling**"), the following principal sums payable on the following dates (each a "**Principal Payment Date**", and the last such date, the "**Final Payment Date**"):

Principal Payment Date	**Amount**[58]
[•][59]	£[•]
[•][60]	£[•]
[•][61]	£[•]
[•][62]	£[•]
[•][63]	£[•]

provided that, on the Final Payment Date, any and all principal amounts then due, shall be paid.

£_____

Por valor recibido, la suscrita, CEMEX, S.A.B. de C.V., por este Pagaré promete incondicionalmente pagar a la orden de _____ (el "**Acreedor**"), en libras esterlinas, moneda de curso legal en Reino Unido ("**libras esterlinas**"), las siguientes sumas de principal pagaderas en las siguientes fechas (cada una, una "**Fecha de Pago de Principal**" y la última de dichas fechas, la "**Fecha de Vencimiento**"):

Fecha de Pago de Principal	**Monto**
[•]	£[•]
[•]	£[•]
[•]	£[•]
[•]	£[•]
[•]	£[•]

en la inteligencia que, en la Fecha de Vencimiento, todas las sumas de principal pagaderas, deberán pagarse.

58 Include amount equal to 20% of the Loan. If July 2021 prepayment occurs, include amount equal to 25% of the Loan, for each of the last four repayment dates of the table.

59 Include date that is: (i) in the case of Facility C, 36 months after the date of the Facilities Agreement; (ii) in the case of Facility G, 48 months after the date of the Facilities Agreement; and (iii) in the case of Facility K and Facility L3, 48 months after the date of the Facilities Agreement.

60 Include date that is: (i) in the case of Facility C, 42 months after the date of the Facilities Agreement; (ii) in the case of Facility G, 54 months after the date of the Facilities Agreement; and (iii) in the case of Facility K and Facility L3, 72 months after the date of the Facilities Agreement.

61 Include date that is: (i) in the case of Facility C, 48 months after the date of the Facilities Agreement; (ii) in the case of Facility G, 60 months after the date of the Facilities Agreement; and (iii) in the case of Facility K and Facility L3, 78 months after the date of the Facilities Agreement.

62 Include date that is: (i) in the case of Facility C, 54 months after the date of the Facilities Agreement; (ii) in the case of Facility G, 72 months after the date of the Facilities Agreement; and (iii) in the case of Facility K and Facility L3, 90 months after the date of the Facilities Agreement.

63 Include date that is: (i) in the case of Facility C, 60 months after the date of the Facilities Agreement; (ii) in the case of Facility G, 78 months after the date of the Facilities Agreement; and (iii) in the case of Facility K and Facility L3, 96 months after the date of the Facilities Agreement.

The undersigned also promises to pay interest on the outstanding and unpaid principal amount of this Promissory Note, from the date hereof, for each day during each Interest Period (as defined below), at a rate per annum equal to LIBOR (as defined below) plus the Margin (as defined below), payable in arrears, on each Interest Payment Date (as defined below), until payment in full of the outstanding principal amount hereof **provided, however, that** upon any repayment or prepayment of any principal amount of this Promissory Note, interest accrued and unpaid on the principal amount repaid or prepaid, shall be payable on the date of such repayment or prepayment.

La suscrita promete, así mismo, pagar intereses sobre el saldo insoluto de la suma de principal de este Pagaré, a partir de la fecha de suscripción del presente Pagaré, por cada día respecto de cada Período de Interés (según este término se define a continuación), a una tasa anual igual a LIBOR (según este término se define a continuación) más el Margen (según este término se define a continuación), pagaderos en forma vencida, en cada Fecha de Pago de Interés (según este término se define a continuación), hasta que se efectúe el pago de la totalidad del saldo insoluto del presente **en el entendido, sin embargo, que** en el caso de cualquier repago o prepago de cualquier suma principal de este Pagaré, los intereses devengados e insolutos sobre la suma repagada o prepagada, serán pagaderos en la fecha en que se realice dicho repago o prepago.

Any principal amount and (to the extent permitted by applicable law) interest not paid when due under this Promissory Note, shall bear interest for each day until paid, payable on demand, at a rate per annum equal to the sum of two percent (2%) plus the interest rate then applicable hereunder as provided in the preceding paragraph.

Cualquier monto de principal y (en la medida permitida por la legislación aplicable) de intereses que no sea pagado cuando sea debido conforme a este Pagaré, devengará intereses por cada día hasta que sea pagado, pagaderos a la vista, a una tasa anual igual a la suma de dos por ciento (2%) más la tasa de interés aplicable conforme a lo previsto en el párrafo anterior.

Interest hereunder shall be calculated on the basis of the actual number of days elapsed, divided by three hundred and sixty (360).

Los intereses conforme al presente serán calculados sobre la base del número de días efectivamente transcurridos, divididos entre trescientos sesenta (360).

For purposes of this Promissory Note, the following terms shall have the following meanings:

Para efectos de este Pagaré, los siguientes términos tendrán los significados indicados a continuación:

"**Agent**" means Citibank Europe plc, UK Branch.

"**Agente**" significa Citibank Europe plc, UK Branch.

"**Business Day**" means a day (other than a Saturday or Sunday) on which banks are open for general business in London, United Kingdom, New York, United States of America and Mexico City, United Mexican States.

"**Día Hábil**" significa cualquier día (que no sea sábado o domingo), en el cual los bancos comerciales en las ciudades de Londres, Reino Unido, Nueva York, Estados Unidos de América y Ciudad de México, Estados Unidos Mexicanos estén abiertos para celebrar operaciones en general.

"**Interest Payment Date**" means the last day of each Interest Period.

"**Fecha de Pago de Interés**" significa el último día de cada Período de Interés.

"**Interest Period**" means (a) initially, the period commencing on the date hereof and ending on the numerically corresponding day in the calendar month [one (1)/three (3)/six (6)] month[s] thereafter, and (b) thereafter, each period commencing on the last day of the immediately preceding Interest Period and ending on the numerically corresponding day in the [applicable calendar month]/[calendar month [one (1)/three (3)/six (6)] month[s]][64] thereafter provided that (i) any Interest Period that would otherwise end on a day that is not a Business Day, shall be extended to the immediately succeeding Business Day, unless such immediately succeeding Business Day falls in the next calendar month, in which case such Interest Period shall end on the immediately preceding Business Day; (ii) any Interest Period that begins on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the calendar month in which that Interest Period is to end) shall end on the last Business Day of the calendar month in which that Interest Period is to end; and (iii) no Interest Period shall extend beyond the Final Payment Date.

"**Período de Interés**" significa (a) inicialmente, el período que comienza en la fecha del presente pagaré y termina en el día numéricamente correspondiente en el mes calendario que sea [un (1)/tres (3)/seis (6)] mes[es] después de dicha fecha, y (b) en adelante, cada período comenzando en el último día del Período de Intereses inmediatamente anterior y que termine el día numéricamente correspondiente en el mes calendario [aplicable que ocurra]/[que ocurra [un (1)/tres (3)/seis (6)] mes[es]] después de dicha fecha en el entendido que (i) cualquier Período de Intereses que termine en una fecha que no sea un Día Hábil, será extendido al Día Hábil inmediato siguiente, salvo en el caso de que dicho Día Hábil inmediato siguiente sea en el mes calendario siguiente, en cuyo caso, dicho Período de Intereses terminará en el Día Hábil inmediato anterior; (ii) cualquier Período de Intereses que inicie el último Día Hábil de un mes calendario (o en un día para el cual no exista fecha numéricamente correspondiente en el mes calendario en el cual dicho Período de Intereses deba terminar) terminará en el último Día Hábil del mes calendario en el cual dicho Período de Intereses deba terminar; y (iii) ningún Período de Intereses terminará después de la Fecha de Vencimiento.

"**LIBOR**" means (a) the applicable Screen Rate, or (b) if no Screen Rate is available for an applicable Interest Period, the Interpolated Screen Rate, or (c) if no Screen Rate is available for (i) sterling or (ii) an applicable Interest Period and it is not possible to calculate an Interpolated Screen Rate for that Interest Period, the Reference Bank Rate, in the case of paragraphs (a) and (c) above, as of approximately 11:00 a.m. (London time) on the Quotation Day for the offering of deposits in sterling and for a period comparable to the Interest Period and, if the rate is less than zero, LIBOR shall be deemed to be zero.

"**LIBOR**" significa (a) la Tasa de Pantalla aplicable, o (b) si la Tasa de Pantalla no estuviere disponible para el Período de Interés de que se trate, la Tasa de Pantalla Interpolada, o (c) si la Tasa de Pantalla no estuviere disponible para (i) libras esterlinas o (ii) el Período de Interés de que se trate y no fuere posible calcular la Tasa de Pantalla Interpolada para dicho Período de Intereses, la Tasa de los Bancos de Referencia, en los supuestos previstos en los incisos (a) y (c) anteriores, aproximadamente a las 11:00 a.m. (hora de Londres) en la Fecha de Cotización respecto de la oferta de depósitos en libras esterlinas y por un período comparable al Período de Interés y, en caso que la tasa sea menor de cero, entonces LIBOR deberá ser cero.

"**Interpolated Screen Rate**" means the rate which results from interpolating on a linear basis between (a) the applicable Screen Rate for the longest period (for which that Screen Rate is available) which is less than the Interest Period; and (b) the applicable Screen Rate for the shortest period (for which that Screen Rate is available) which exceeds the Interest Period, as of approximately 11:00 a.m. (London time) on the Quotation Day for the offering of deposits in sterling and for a period comparable to the Interest Period.

"**Tasa de Pantalla Interpolada**" significa la tasa que resulte de interpolar en forma lineal (a) la Tasa de Pantalla aplicable para el período más largo (para el cual la Tasa de Pantalla esté disponible) pero que sea menor al Período de Intereses y (b) la Tasa de Pantalla aplicable para el período más corto (para el cual la Tasa de Pantalla esté disponible) pero que exceda el Período de Interés, aproximadamente a las 11:00 a.m. (hora de Londres) en la Fecha de Cotización respecto de la oferta de depósitos en libras esterlinas y por un período comparable al Período de Interés.

"**Margin**"means [•] per cent ([•]%) per annum.[65]

"**Margen**" significa [•] por ciento ([•]%) por año.

64 Language to be included only if a bank requests that the note includes the applicable Interest Period.
65 Margin in effect on date the pagaré is signed.

"**Quotation Day**" means, in relation to any period for which an interest rate is to be determined, the first day of that period, unless market practice differs in the Relevant Interbank Market, in which case the Quotation Day will be determined by the Agent in accordance with market practice in the Relevant Interbank Market (and if quotations would normally be given by leading banks in the Relevant Interbank Market on more than one day, the Quotation Day will be the last of those days).

"**Fecha de Cotización**" significa, respecto de cualquier período para el cual una tasa de interés deba ser determinada, el primer día de tal período, a menos que la práctica de mercado en el Mercado Interbancario Relevante sea distinta, en cuyo caso la Fecha de Cotización será determinada por el Agente de conformidad con la práctica de mercado en el Mercado Interbancario Relevante (y en caso de que las cotizaciones normalmente sean proporcionadas por bancos líderes en el Mercado Interbancario Relevante en más de un día, la Fecha de Cotización será el último de dichos días).

"**Relevant Interbank Market**" means the London interbank market.

"**Mercado Interbancario Relevante**" significa el mercado interbancario de Londres.

"**Reference Banks**" means the principal London offices of BNP Paribas and ING Bank NV.

"**Bancos de Referencia**" significa las oficinas principales de BNP Paribas y ING Bank NV en Londres.

"**Reference Bank Rate**" means the arithmetic mean of the rates (rounded upwards to four decimal places), as supplied to the Agent at its request by the Reference Banks, at which the relevant Reference Bank could borrow funds in the London interbank market in sterling and for the relevant period, were it to do so by asking for and then accepting interbank offers for deposits in reasonable market size in sterling and for that period.

"**Tasa de los Bancos de Referencia**" significa el promedio aritmético de las tasas (redondeadas hacia arriba, a cuatro decimales) que proporcionen los Bancos de Referencia a petición del Agente, de la tasa de interés a la cual el Banco de Referencia que corresponda podría recibir fondos en préstamo en el mercado interbancario de Londres en libras esterlinas y por el período de que se trate, en caso que dicho Banco de Referencia obtuviera fondos en préstamo después de haber pedido y aceptado dichas ofertas interbancarias para depósitos en tamaños de mercado razonables, en libras esterlinas y por ese mismo período.

"**Screen Rate**" means the London interbank offered rate administered by ICE Benchmark Administration Limited (or any other person which takes over the administration of that rate) for sterling for the relevant period displayed on pages LIBOR01 or LIBOR02 of the Thomson Reuters screen (or any replacement Thomson Reuters page which displays that rate) or on the appropriate page of such other information service which publishes that rate from time to time in place of Thomson Reuters. If such page or service ceases to be available, the Agent may specify another page or service displaying the relevant rate.

"**Tasa de Pantalla**" significa la tasa ofrecida en el mercado interbancario de Londres administrada por ICE Benchmark Administration Limited (o cualquier otra persona que asuma la administración de dicha tasa) para libras esterlinas y para el período de que se trate, que aparezca en las páginas LIBOR01 o LIBOR02 de la pantalla Thomson Reuters (o cualquier página que reemplace la pantalla Thomson Reuters que divulgue dicha tasa) o la página que corresponda del servicio que provea dicha tasa de tiempo en tiempo en lugar de Thomson Reuters. Si la página o servicio deja de estar disponible, el Agente puede señalar otra página o servicio para que divulgue la tasa apropiada.

All payments by the undersigned of principal, interest and other payments hereunder, shall be made without setoff, deduction or counterclaim not later than 11:00 a.m., London time, on the due date for each such payment, in sterling and in immediately available funds, at the office of the Agent located at 5th Floor, Citigroup Centre, 25 Canada Square, Canary Wharf, London E14 5LB, United Kingdom, Attention: Loans Agency. The undersigned agree to reimburse upon demand, in like manner and funds, all losses, costs and expenses of the holder hereof, incurred in connection with the enforcement of this Promissory Note.

Todos los pagos que deban hacerse conforme a este Pagaré por las suscritas, de principal, intereses y por otros conceptos, serán efectuados sin compensación, deducción o defensa, antes de las 11:00 a.m., hora de la ciudad de Londres, en la fecha en que el pago de que se trate venza, en libras esterlinas y en fondos disponibles inmediatamente, en la oficina del Agente ubicada en el 5to piso de Citigroup Centre, 25 Canada Square, Canary Wharf, Londres E14 5LB, Reino Unido, Atención: Agente de Créditos. Las suscritas convienen en reembolsar a la vista, en la misma forma y fondos, cualesquiera pérdidas, costos y gastos del tenedor del presente, incurridos en relación con el procedimiento de cobro del presente Pagaré.

Any payment which is due to be made on a day that is not a Business Day shall be made on the next Business Day in the same calendar month (if there is one) or the preceding Business Day (if there is not). During any extension of the due date of payment of any principal, interest is payable on the principal at the rate payable on the original due date.

Cualquier pago que deba hacerse conforme al presente en un día que no sea un Día Hábil, deberá hacerse en el siguiente Día Hábil durante el mismo mes calendario (si existe uno) o en el Día Hábil previo (si no existe uno). Respecto de cualquier extensión de cualquier fecha de pago de principal, los intereses que correspondan al pago de principal se devengarán a la tasa de interés pagadera en la fecha de pago original.

All payments by the undersigned hereunder, shall be made free and clear of, and without deduction, set-off or counterclaim for, any present or future tax, levy, impost, duty or other charge, deduction or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same), imposed by the United Mexican States or any other jurisdiction from which any amount payable hereunder is made, or any taxing authority thereof or therein, unless required by law. In the event that the undersigned shall be compelled by law to make any such deduction or withholding, in respect of any payments hereunder, then the undersigned shall (i) pay such additional amounts as may be necessary so that the holder hereof would receive the full amounts it would have received, if such deductions or withholdings would not have been made, (ii) make all such deductions or withholdings and (iii) pay the full amount deducted or withheld to the relevant taxation authority or other authority in accordance with applicable law.

Todos los pagos que se efectúen por las suscritas en términos del presente, deberán hacerse libres de y sin retención, deducción o compensación alguna por, cualquier impuesto, contribución, carga, derecho u otras cargas, deducciones o retenciones, presentes o futuras, de cualquier naturaleza (incluyendo cualquier multa o interés pagadero por el incumplimiento o retraso en el pago de cualquiera de dichas sumas), establecidos o determinados por los Estados Unidos Mexicanos o por cualquier otra jurisdicción de la que se paguen cantidades adeudadas conforme al presente, a menos que sea requerido por ley. En caso que las suscritas estén obligadas legalmente a llevar a cabo cualquier retención o deducción, respecto de cualesquiera pagos conforme al presente, las suscritas (i) pagarán las sumas adicionales que sean necesarias para asegurar que las sumas recibidas por el tenedor del presente sean iguales a la suma que el tenedor hubiera recibido, si tales retenciones o deducciones no se hubieren realizado, (ii) realizarán las deducciones o retenciones, y (iii) pagarán el monto completo deducido o retenido a la autoridad fiscal correspondiente o cualquier otra autoridad de conformidad con la legislación aplicable.

This Promissory Note shall be governed by, and construed in accordance with, the laws of England; **provided, however, that** if any action or proceedings in connection with this Promissory Note were brought to any courts in the United Mexican States, this Promissory Note shall be deemed as governed under the laws of the United Mexican States on account of place of their present or future domicile or residence or for any other reason.

Este Pagaré se regirá e interpretará de acuerdo con las leyes de Inglaterra; **en el entendido, sin embargo, que** si cualquier acción o procedimiento en relación con este Pagaré se iniciara en los tribunales de los Estados Unidos Mexicanos, este Pagaré se considerará regido de acuerdo con las leyes de los Estados Unidos Mexicanos en virtud de su domicilio presente o futuro o par cualquier otra razón.

Any legal action or proceeding arising out of or relating to this Promissory Note may be brought to the jurisdiction of the courts of England and any appellate court thereof, or any federal court sitting in Mexico City, United Mexican States; the undersigned waive the right to jurisdiction of any other courts, on account of place of their present or future residence or domicile or for any other reason.

Cualquier acción o procedimiento legal que derive o se relacione con este Pagaré podrá ser iniciado en los tribunales de Inglaterra, o en cualquier tribunal de apelación de los mismos, o cualquier tribunal federal localizado en la Ciudad de México, Estados Unidos Mexicanos, renunciando la suscrita a la jurisdicción de cualesquiera otros tribunales, en virtud de su domicilio presente o futuro, o por cualquier otra razón.

The undersigned hereby waive diligence, demand, protest, presentment, notice of dishonor or any other notice or demand whatsoever.

Las suscritas en este acto renuncian a diligencia, demanda, protesto, presentación, notificación de no aceptación y a cualquier notificación o demanda de cualquier naturaleza.

This Promissory Note is executed in both English and Spanish versions. In the case of any conflict or doubt as to the proper construction of this Promissory Note, the English version shall govern; **provided, however, that** in any action or proceeding brought in any court in the United Mexican States, the Spanish version shall prevail.

El presente Pagaré se suscribe en versiones en inglés y español. En caso de conflicto o duda en relación con la debida interpretación de este Pagaré, la versión en inglés prevalecerá; **en el entendido**, **sin embargo, que** en cualquier procedimiento iniciado en cualquier tribunal de los Estados Unidos Mexicanos, prevalecerá la versión en español.

If the laws of the United Mexican States apply, for the purposes of Article 128 of the General Law of Negotiable Instruments and Credit Transactions of the United Mexican States, the term of presentation of this Promissory Note is hereby irrevocably extended until the date that is six (6) months after the Final Payment Date, **it being understood** that such extension shall not be deemed to prevent presentation of this Promissory Note prior to such date.

Si la legislación de los Estados Unidos Mexicanos fuere aplicable, para los efectos del Artículo 128 de la Ley General de Títulos y Operaciones de Crédito de los Estados Unidos Mexicanos, por medio del presente se prorroga irrevocablemente el plazo de presentación de este Pagaré hasta la fecha que sea seis (6) meses después de la Fecha de Vencimiento, **en el entendido** de que dicha prórroga no impedirá la presentación de este Pagaré con anterioridad a dicha fecha.

For any notice in the United Mexican States related to this Promissory Note, the undersigned designate their domicile at [_____]

Para cualquier aviso en los Estados Unidos Mexicanos relacionado con este Pagaré, las suscritas designan la siguiente dirección como su domicilio [_____].

IN WITNESS WHEREOF, the undersigned have duly executed this Promissory Note on the date indicated below.

EN VIRTUD DE LO CUAL, las suscritas han firmado este Pagaré en la fecha abajo mencionada.

_____, _____, a __ de _____.

_____, _____, _____, ____.

CEMEX, S.A.B. de C.V.

By/Por _____
Name/Nombre:
Title/Cargo:

Guaranteed/Por Aval:
CEMEX España, S.A.

By/Por _____
Name/Nombre:
Title/Cargo:

Guaranteed/Por Aval:
CEMEX Concretos, S.A. de C.V.

By/Por _____
Name/Nombre:
Title/Cargo:

Guaranteed/Por Aval:
New Sunward Holding B.V.

By/Por _____
Name/Nombre:
Title/Cargo:

Guaranteed/Por Aval:
CEMEX Corp.

By/Por _____
Name/Nombre:
Title/Cargo:

Guaranteed/Por Aval:
CEMEX Finance LLC

By/Por _____
Name/Nombre:
Title/Cargo:

Guaranteed/Por Aval:
Cemex Research Group AG

By/Por _____
Name/Nombre:
Title/Cargo:

Guaranteed/Por Aval:
CEMEX Asia B.V.

By/Por _____
Name/Nombre:
Title/Cargo:

Guaranteed/Por Aval:
CEMEX France Gestion (S.A.S.)

By/Por _____
Name/Nombre:
Title/Cargo:

Guaranteed/Por Aval:
CEMEX UK

By/Por _____
Name/Nombre:
Title/Cargo:

Guaranteed/Por Aval:
CEMEX Africa & Middle East Investments B.V.

By/Por _____
Name/Nombre:
Title/Cargo:

PART IV
TERM LOANS IN EURO
PAGARÉ NO NEGOCIABLE /
NON-NEGOTIABLE PROMISSORY NOTE

EUR_____

For value received, the undersigned, CEMEX, S.A.B. de C.V., by this Promissory Note unconditionally promises to pay to the order of _____ (the "**Creditor**"), in euro, single currency unit of the Participating Member States, ("**euro**"), the following principal sums payable on the following dates (each a "**Principal Payment Date**", and the last such date, the "**Final Payment Date**"):

Principal Payment Date	**Amount**[66]
[•][67]	EUR [•]
[•][68]	EUR [•]
[•][69]	EUR [•]
[•][70]	EUR [•]
[•][71]	EUR [•]

provided that, on the Final Payment Date, any and all principal amounts then due, shall be paid.

The undersigned also promises to pay interest on the outstanding and unpaid principal amount of this Promissory Note, from the date hereof, for each day during each Interest Period (as defined below), at a

EUR_____

Por valor recibido, la suscrita, CEMEX, S.A.B. de C.V., por este Pagaré promete incondicionalmente pagar a la orden de _____ (el "**Acreedor**"), en euros, moneda única de los Estados Miembros Participantes, ("**euros**"), las siguientes sumas de principal pagaderas en las siguientes fechas (cada una, una "**Fecha de Pago de Principal**" y la última de dichas fechas, la "**Fecha de Vencimiento**"):

Fecha de Pago de Principal	**Monto**
[•]	EUR [•]
[•]	EUR [•]
[•]	EUR [•]
[•]	EUR [•]
[•]	EUR [•]

en la inteligencia que, en la Fecha de Vencimiento, todas las sumas de principal pagaderas, deberán pagarse.

La suscrita promete, así mismo, pagar intereses sobre el saldo insoluto de la suma de principal de este Pagaré, a partir de la fecha de suscripción del presente Pagaré, por cada día respecto de cada

66 Include amount equal to 20% of the Loan. If July 2021 prepayment occurs, include amount equal to 25% of the Loan, for each of the last four repayment dates of the table.

67 Include date that is: (i) in the case of Facility B, 36 months after the date of the Facilities Agreement; (ii) in the case of Facility F, 48 months after the date of the Facilities Agreement; and (iii) in the case of Facility J and Facility L4, 48 months after the date of the Facilities Agreement.

68 Include date that is: (i) in the case of Facility B, 42 months after the date of the Facilities Agreement; (ii) in the case of Facility F, 54 months after the date of the Facilities Agreement; and (iii) in the case of Facility J and Facility L4, 72 months after the date of the Facilities Agreement.

69 Include date that is: (i) in the case of Facility B, 48 months after the date of the Facilities Agreement; (ii) in the case of Facility F, 60 months after the date of the Facilities Agreement; and (iii) in the case of Facility J and Facility L4, 78 months after the date of the Facilities Agreement.

70 Include date that is: (i) in the case of Facility B, 54 months after the date of the Facilities Agreement; (ii) in the case of Facility F, 72 months after the date of the Facilities Agreement; and (iii) in the case of Facility J and Facility L4, 90 months after the date of the Facilities Agreement.

71 Include date that is: (i) in the case of Facility B, 60 months after the date of the Facilities Agreement; (ii) in the case of Facility F, 78 months after the date of the Facilities Agreement; and (iii) in the case of Facility J and Facility L4, 96 months after the date of the Facilities Agreement.

rate per annum equal to EURIBOR (as defined below) plus the Margin (as defined below), payable in arrears, on each Interest Payment Date (as defined below), until payment in full of the outstanding principal amount hereof, **provided, however, that** upon any repayment or prepayment of any principal amount of this Promissory Note, interest accrued and unpaid on the principal amount repaid or prepaid, shall be payable on the date of such repayment or prepayment.

Período de Interés (según este término se define a continuación), a una tasa anual igual a EURIBOR (según este término se define a continuación) más el Margen (según este término se define a continuación), pagaderos en forma vencida, en cada Fecha de Pago de Interés (según este término se define a continuación), hasta que se efectúe el pago de la totalidad del saldo insoluto del presente **en el entendido, sin embargo, que** en el caso de cualquier repago o prepago de cualquier suma principal de este Pagaré, los intereses devengados e insolutos sobre la suma repagada o prepagada, serán pagaderos en la fecha en que se realice dicho repago o prepago.

Any principal amount and (to the extent permitted by applicable law) interest not paid when due under this Promissory Note, shall bear interest for each day until paid, payable on demand, at a rate per annum equal to the sum of two percent (2%) plus the interest rate then applicable hereunder as provided in the preceding paragraph.

Cualquier monto de principal y (en la medida permitida por la legislación aplicable) de intereses que no sea pagado cuando sea debido conforme a este Pagaré, devengará intereses por cada día hasta que sea pagado, pagaderos a la vista, a una tasa anual igual a la suma de dos por ciento (2%) más la tasa de interés aplicable conforme a lo previsto en el párrafo anterior.

Interest hereunder shall be calculated on the basis of the actual number of days elapsed, divided by three hundred and sixty (360).

Los intereses conforme al presente serán calculados sobre la base del número de días efectivamente transcurridos, divididos entre trescientos sesenta (360).

For purposes of this Promissory Note, the following terms shall have the following meanings:

Para efectos de este Pagaré, los siguientes términos tendrán los significados indicados a continuación:

"**Agent**" means Citibank Europe plc, UK Branch.

"**Agente**" significa Citibank Europe plc, UK Branch.

"**Business Day**" means a day (other than a Saturday or Sunday) on which banks are open for general business in London, United Kingdom, New York, United States of America and Mexico City, United Mexican States, and a day which is a TARGET Day.

"**Día Hábil**" significa cualquier día (que no sea sábado o domingo), en el cual los bancos comerciales en las ciudades de Londres, Reino Unido, Nueva York, Estados Unidos de América y Ciudad de México, Estados Unidos Mexicanos estén abiertos para celebrar operaciones en general, y un día que sea un Día TARGET.

"**Interest Payment Date**" means the last day of each Interest Period.

"**Fecha de Pago de Interés**" significa el último día de cada Período de Interés.

"**Interest Period**" means (a) initially, the period commencing on the date hereof and ending on the numerically corresponding day in the calendar month [one (1)/three (3)/six (6)] month[s] thereafter, and (b) thereafter, each period commencing on the last day of the immediately preceding Interest Period and ending on the numerically corresponding day in the [applicable calendar month]/[calendar month [one (1)/three (3)/six (6)] month[s]][72] thereafter provided that (i) any Interest Period that would otherwise end on a day that is not a Business Day, shall be extended to the immediately succeeding Business Day, unless such immediately succeeding Business Day falls in

"**Período de Interés**" significa (a) inicialmente, el período que comienza en la fecha del presente pagaré y termina en el día numéricamente correspondiente en el mes calendario que sea [un (1)/tres (3)/seis (6)] mes[es] después de dicha fecha, y (b) en adelante, cada período comenzando en el último día del Período de Intereses inmediatamente anterior y que termine el día numéricamente correspondiente en el mes calendario [aplicable que ocurra]/[que ocurra [un (1)/tres (3)/seis (6)] mes[es]] después de dicha fecha en el entendido que (i) cualquier Período de Intereses que termine en una fecha que no sea un Día Hábil, será extendido al Día Hábil inmediato

72 Language to be included only if a bank requests that the note includes the applicable Interest Period.

the next calendar month, in which case such Interest Period shall end on the immediately preceding Business Day; (ii) any Interest Period that begins on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the calendar month in which that Interest Period is to end) shall end on the last Business Day of the calendar month in which that Interest Period is to end; and (iii) no Interest Period shall extend beyond the Final Payment Date.

siguiente, salvo en el caso de que dicho Día Hábil inmediato siguiente sea en el mes calendario siguiente, en cuyo caso, dicho Período de Intereses terminará en el Día Hábil inmediato anterior; (ii) cualquier Período de Intereses que inicie el último Día Hábil de un mes calendario (o en un día para el cual no exista fecha numéricamente correspondiente en el mes calendario en el cual dicho Período de Intereses deba terminar) terminará en el último Día Hábil del mes calendario en el cual dicho Período de Intereses deba terminar; y (iii) ningún Período de Intereses terminará después de la Fecha de Vencimiento.

"**EURIBOR**" means (a) the applicable Screen Rate, or (b) if no Screen Rate is available for an applicable Interest Period, the Interpolated Screen Rate, or (c) if (i) no Screen Rate is available for euro or (ii) no Screen Rate is available for an applicable Interest Period and it is not possible to calculate an Interpolated Screen Rate for that Interest Period, the Reference Bank Rate, in the case of paragraphs (a) and (c) above, as of approximately 11:00 a.m. (Brussels time) on the Quotation Day for euro and for a period equal in length to the Interest Period and, if the rate is less than zero, EURIBOR shall be deemed to be zero.

"**EURIBOR**" significa (a) la Tasa de Pantalla aplicable, o (b) si la Tasa de Pantalla no estuviere disponible para el Período de Interés de que se trate, la Tasa de Pantalla Interpolada, o (c) si (i) la Tasa de Pantalla no estuviere disponible para euros o (ii) la Tasa de Pantalla no estuviere disponible para el Período de Interés de que se trate y no fuere posible calcular la Tasa de Pantalla Interpolada para dicho Período de Intereses, la Tasa de los Bancos de Referencia, en los supuestos previstos en los incisos (a) y (c) anteriores, aproximadamente a las 11:00 a.m. (hora de Bruselas) en la Fecha de Cotización respecto de euros y por un período cuya duración sea igual al Período de Interés y, en caso que la tasa sea menor de cero, entonces EURIBOR deberá ser cero.

"**Interpolated Screen Rate**" means the rate which results from interpolating on a linear basis between (a) the applicable Screen Rate for the longest period (for which that Screen Rate is available) which is less than the Interest Period; and (b) the applicable Screen Rate for the shortest period (for which that Screen Rate is available) which exceeds the Interest Period, as of approximately 11:00 a.m. (Brussels time) on the Quotation Day for the offering of euro and for a period comparable to the Interest Period.

"**Tasa de Pantalla Interpolada**" significa la tasa que resulte de interpolar en forma lineal (a) la Tasa de Pantalla aplicable para el período más largo (para el cual la Tasa de Pantalla esté disponible) pero que sea menor al Período de Intereses y (b) la Tasa de Pantalla aplicable para el período más corto (para el cual la Tasa de Pantalla esté disponible) pero que exceda el Período de Interés, aproximadamente a las 11:00 a.m. (hora de Bruselas) en la Fecha de Cotización respecto de la oferta de depósitos en euros y por un período comparable al Período de Interés.

"**Margin**" means [•] per cent ([•]%) per annum.[73]

"**Margen**" significa [•] por ciento ([•]%) por año.

"**Participating Member State**" means any member state of the European Union that has the euro as its lawful currency in accordance with legislation of the European Union relating to Economic and Monetary Union.

"**Estados Miembros Participantes**" significa cualquier estado de la Unión Europea que adopte o haya adoptado al euro como su moneda de curso legal conforme a la legislación de la Unión Europea relacionada a la Unión Económica y Monetaria.

"**Quotation Day**" means, in relation to any period for which an interest rate is to be determined, two (2) TARGET Days before the first day of that period, unless market practice differs in the Relevant Interbank Market, in which case the Quotation Day will be determined by the Agent in accordance with market practice in the Relevant Interbank Market

"**Fecha de Cotización**" significa, respecto de cualquier período para el cual una tasa de interés deba ser determinada, dos (2) Días TARGET antes del primer día de tal período, a menos que la práctica de mercado en el Mercado Interbancario Relevante sea distinta, en cuyo caso la Fecha de Cotización será determinada por el Agente de conformidad con la

73 Margin in effect on date the pagaré is signed.

(and if quotations would normally be given by leading banks in the Relevant Interbank Market on more than one day, the Quotation Day will be the last of those days).

práctica de mercado en el Mercado Interbancario Relevante (y en caso de que las cotizaciones normalmente sean proporcionadas por bancos líderes en el Mercado Interbancario Relevante en más de un día, la Fecha de Cotización será el último de dichos días).

"**Relevant Interbank Market**" means the European interbank market.

"**Mercado Interbancario Relevante**" significa el mercado interbancario Europeo.

"**Reference Banks**" means the principal London offices of BNP Paribas and ING Bank NV.

"**Bancos de Referencia**" significa las oficinas principales de BNP Paribas y ING Bank NV en Londres.

"**Reference Bank Rate**" means the arithmetic mean of the rates (rounded upwards to four decimal places), as supplied to the Agent at its request by the Reference Banks, at which the relevant Reference Bank believes one prime bank is quoting to another prime bank for interbank term deposits in euro within the Participating Member States for the relevant period.

"**Tasa de los Bancos de Referencia**" significa el promedio aritmético de las tasas (redondeadas hacia arriba, a cuatro decimales) que proporcionen los Bancos de Referencia a petición del Agente, de la tasa de interés a la cual el Banco de Referencia que corresponda considere que un banco de primer orden cotice a otro banco de primer orden, depósitos interbancarios en euros dentro de los Estados Miembros Participantes y por el período de que se trate.

"**Screen Rate**" means the euro interbank offered rate administered by the European Money Markets Institute (or any other person which takes over the administration of that rate) for the relevant period displayed on page EURIBOR01 of the Thomson Reuters screen (or any replacement Thomson Reuters page which displays that rate) or on the appropriate page of such other information service which publishes that rate from time to time in place of Thomson Reuters. If such page or service ceases to be available, the Agent may specify another page or service displaying the relevant rate.

"**Tasa de Pantalla**" significa la tasa ofrecida en el mercado interbancario de euros administrada por el European Money Markets Institute (o cualquier otra persona que asuma la administración de dicha tasa) para el período de que se trate, que aparezca en la página EURIBOR01 de la pantalla Thomson Reuters (o cualquier página que reemplace la pantalla Thomson Reuters que divulgue dicha tasa) o la página que corresponda del servicio que provea dicha tasa de tiempo en tiempo en lugar de Thomson Reuters. Si la página o servicio deja de estar disponible, el Agente puede señalar otra página o servicio para que divulgue la tasa apropiada.

"**TARGET2**" means the Trans-European Automated Real-time Gross Settlement Express Transfer payment system which utilises a single shared platform and which was launched on 19 November 2007.

"**TARGET2**" significa el Sistema Automatizado Transeuropeo de Transferencias de Liquidación de Pagos Brutos en Tiempo Real (*Trans–European Automated Real–time Gross Settlement Express Transfer*) que utiliza una plataforma común y que fue lanzado el 19 de noviembre de 2007.

"**TARGET Day**" means any day on which TARGET2 is open for the settlement of payments in euro.

"**Día TARGET**" significa cualquier día en que TARGET2 esté abierto para la liquidación de pagos en euros.

All payments by the undersigned of principal, interest and other payments hereunder, shall be made without setoff, deduction or counterclaim not later than 11:00 a.m., London time, on the due date for each such payment, in euro and in immediately available funds, at the office of the Agent located at 5th Floor, Citigroup Centre, 25 Canada Square, Canary Wharf, London E14 5LB, United Kingdom, Attention: Loans Agency. The undersigned agree to

Todos los pagos que deban hacerse conforme a este Pagaré por las suscritas, de principal, intereses y por otros conceptos, serán efectuados sin compensación, deducción o defensa, antes de las 11:00 a.m., hora de la ciudad de Londres, en la fecha en que el pago de que se trate venza, en euros y en fondos disponibles inmediatamente, en la oficina del Agente ubicada en el 5to piso de Citigroup Centre, 25 Canada Square, Canary Wharf, Londres E14 5LB, Reino Unido,

reimburse upon demand, in like manner and funds, all losses, costs and expenses of the holder hereof, incurred in connection with the enforcement of this Promissory Note.

Atención: Agente de Créditos. Las suscritas convienen en reembolsar a la vista, en la misma forma y fondos, cualesquiera pérdidas, costos y gastos del tenedor del presente, incurridos en relación con el procedimiento de cobro del presente Pagaré.

Any payment which is due to be made on a day that is not a Business Day shall be made on the next Business Day in the same calendar month (if there is one) or the preceding Business Day (if there is not). During any extension of the due date of payment of any principal, interest is payable on the principal at the rate payable on the original due date.

Cualquier pago que deba hacerse conforme al presente en un día que no sea un Día Hábil, deberá hacerse en el siguiente Día Hábil durante el mismo mes calendario (si existe uno) o en el Día Hábil previo (si no existe uno). Respecto de cualquier extensión de cualquier fecha de pago de principal, los intereses que correspondan al pago de principal se devengarán a la tasa de interés pagadera en la fecha de pago original.

All payments by the undersigned hereunder, shall be made free and clear of, and without deduction, set-off or counterclaim for, any present or future tax, levy, impost, duty or other charge, deduction or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same), imposed by the United Mexican States or any other jurisdiction from which any amount payable hereunder is made, or any taxing authority thereof or therein, unless required by law. In the event that the undersigned shall be compelled by law to make any such deduction or withholding, in respect of any payments hereunder, then the undersigned shall (i) pay such additional amounts as may be necessary so that the holder hereof would receive the full amounts it would have received, if such deductions or withholdings would not have been made, (ii) make all such deductions or withholdings and (iii) pay the full amount deducted or withheld to the relevant taxation authority or other authority in accordance with applicable law.

Todos los pagos que se efectúen por las suscritas en términos del presente, deberán hacerse libres de y sin retención, deducción o compensación alguna por, cualquier impuesto, contribución, carga, derecho u otras cargas, deducciones o retenciones, presentes o futuras, de cualquier naturaleza (incluyendo cualquier multa o interés pagadero por el incumplimiento o retraso en el pago de cualquiera de dichas sumas), establecidos o determinados por los Estados Unidos Mexicanos o por cualquier otra jurisdicción de la que se paguen cantidades adeudadas conforme al presente, a menos que sea requerido por ley. En caso que las suscritas estén obligadas legalmente a llevar a cabo cualquier retención o deducción, respecto de cualesquiera pagos conforme al presente, las suscritas (i) pagarán las sumas adicionales que sean necesarias para asegurar que las sumas recibidas por el tenedor del presente sean iguales a la suma que el tenedor hubiera recibido, si tales retenciones o deducciones no se hubieren realizado, (ii) realizarán las deducciones o retenciones, y (iii) pagarán el monto completo deducido o retenido a la autoridad fiscal correspondiente o cualquier otra autoridad de conformidad con la legislación aplicable.

This Promissory Note shall be governed by, and construed in accordance with, the laws of England; **provided, however, that** if any action or proceedings in connection with this Promissory Note were brought to any courts in the United Mexican States, this Promissory Note shall be deemed as governed under the laws of the United Mexican States on account of place of their present or future domicile or residence or for any other reason.

Este Pagaré se regirá e interpretará de acuerdo con las leyes de Inglaterra; **en el entendido, sin embargo, que** si cualquier acción o procedimiento en relación con este Pagaré se iniciara en los tribunales de los Estados Unidos Mexicanos, este Pagaré se considerará regido de acuerdo con las leyes de los Estados Unidos Mexicanos en virtud de su domicilio presente o futuro o par cualquier otra razón.

Any legal action or proceeding arising out of or relating to this Promissory Note may be brought to the jurisdiction of the courts of England and any appellate court thereof, or any federal court sitting in Mexico City, United Mexican States; the undersigned waive the right to jurisdiction of any other courts, on account of place of their present or future residence or domicile or for any other reason.

Cualquier acción o procedimiento legal que derive o se relacione con este Pagaré podrá ser iniciado en los tribunales de Inglaterra, o en cualquier tribunal de apelación de los mismos, o cualquier tribunal federal localizado en la Ciudad de México, Estados Unidos Mexicanos, renunciando la suscrita a la jurisdicción de cualesquiera otros tribunales, en virtud de su domicilio presente o futuro, o por cualquier otra razón.

The undersigned hereby waive diligence, demand, protest, presentment, notice of dishonor or any other notice or demand whatsoever.

Las suscritas en este acto renuncian a diligencia, demanda, protesto, presentación, notificación de no aceptación y a cualquier notificación o demanda de cualquier naturaleza.

This Promissory Note is executed in both English and Spanish versions. In the case of any conflict or doubt as to the proper construction of this Promissory Note, the English version shall govern; **provided, however, that** in any action or proceeding brought in any court in the United Mexican States, the Spanish version shall prevail.

El presente Pagaré se suscribe en versiones en inglés y español. En caso de conflicto o duda en relación con la debida interpretación de este Pagaré, la versión en inglés prevalecerá; **en el entendido**, **sin embargo, que** en cualquier procedimiento iniciado en cualquier tribunal de los Estados Unidos Mexicanos, prevalecerá la versión en español.

If the laws of the United Mexican States apply, for the purposes of Article 128 of the General Law of Negotiable Instruments and Credit Transactions of the United Mexican States, the term of presentation of this Promissory Note is hereby irrevocably extended until the date that is six (6) months after the Final Payment Date, **it being understood** that such extension shall not be deemed to prevent presentation of this Promissory Note prior to such date.

Si la legislación de los Estados Unidos Mexicanos fuere aplicable, para los efectos del Artículo 128 de la Ley General de Títulos y Operaciones de Crédito de los Estados Unidos Mexicanos, por medio del presente se prorroga irrevocablemente el plazo de presentación de este Pagaré hasta la fecha que sea seis (6) meses después de la Fecha de Vencimiento, **en el entendido de que** dicha prórroga no impedirá la presentación de este Pagaré con anterioridad a dicha fecha.

For any notice in the United Mexican States related to this Promissory Note, the undersigned designate their domicile at [_____]

Para cualquier aviso en los Estados Unidos Mexicanos relacionado con este Pagaré, las suscritas designan la siguiente dirección como su domicilio [_____].

IN WITNESS WHEREOF, the undersigned have duly executed this Promissory Note on the date indicated below.

EN VIRTUD DE LO CUAL, las suscritas han firmado este Pagaré en la fecha abajo mencionada.

_____, _____, a __ de _____.

_____, _____, _____, ____.

CEMEX, S.A.B. de C.V.

By/Por _____
Name/Nombre:
Title/Cargo:

Guaranteed/Por Aval:
CEMEX España, S.A.

By/Por _____
Name/Nombre:
Title/Cargo:

Guaranteed/Por Aval:
CEMEX Concretos, S.A. de C.V.

By/Por _____
Name/Nombre:
Title/Cargo:

Guaranteed/Por Aval:
New Sunward Holding B.V.

By/Por _____
Name/Nombre:
Title/Cargo:

Guaranteed/Por Aval:
CEMEX Corp.

By/Por _____
Name/Nombre:
Title/Cargo:

Guaranteed/Por Aval:
CEMEX Finance LLC

By/Por _____
Name/Nombre:
Title/Cargo:

Guaranteed/Por Aval:
Cemex Research Group AG

By/Por _____
Name/Nombre:
Title/Cargo:

Guaranteed/Por Aval:
CEMEX Asia B.V.

By/Por _____
Name/Nombre:
Title/Cargo:

Guaranteed/Por Aval:
CEMEX France Gestion (S.A.S.)

By/Por _____
Name/Nombre:
Title/Cargo:

Guaranteed/Por Aval:
CEMEX UK

By/Por _____
Name/Nombre:
Title/Cargo:

Guaranteed/Por Aval:
CEMEX Africa & Middle East Investments B.V.

By/Por _____
Name/Nombre:
Title/Cargo:

FORM OF SIDE LETTER TO PROMISSORY NOTE

CEMEX, S.A.B. de C.V.
Av. Ricardo Margáin #325
Colonia Valle del Campestre
San Pedro Garza García,
Nuevo León, 66265
Mexico

[Date]

RE: PROMISSORY NOTE

Dear Sirs:

Reference is made to the promissory note (*pagaré*) (the "**Promissory Note**") issued by CEMEX, S.A.B. de C.V. (the "**Issuer**"), dated _____, [ ] for the amount of USD $_____ (_____ Dollars, currency of the United States of America 00/100) in favor of _____ (the "**Holder**").

The parties to this letter agree that notwithstanding anything to the contrary in the Promissory Note, (i) [principal and][74] interest payments in respect of the Promissory Note shall be made at the times, on the dates, in the amounts and in the manner provided for in the Facilities Agreement dated _____, [ ] between the Issuer, as borrower, certain direct and indirect subsidiaries of the Issuer, as guarantors or security providers, the financial institutions named therein as original lenders, and Citibank Europe plc, UK Branch, as agent and Wilmington Trust (London) Limited as security agent (as amended from time to time in accordance with its terms, the "**Facilities Agreement**") and (ii) interest shall be calculated in the manner provided for in the Facilities Agreement. Without limiting the generality of the above, the parties to this letter agree that notwithstanding anything else to the contrary in the Promissory Note, the loan represented by the Promissory Note may bear interest at the rates provided for in the Facilities Agreement. In the case of any inconsistency between the terms of the Facilities Agreement and the Promissory Note, the Facilities Agreement shall prevail.

Sincerely,

[_____]

By:

Name:

Title:

74 To be included only in respect of Promissory Notes related to revolving facility Commitments.

Accepted and agreed,
CEMEX, S.A.B. de C.V.

By:
Name:
Title:

Accepted and agreed,
CEMEX España, S.A., as guarantor

By:
Name:
Title:

Accepted and agreed,
CEMEX Concretos, S.A. de C.V., as guarantor

By:
Name:
Title:

Accepted and agreed,
New Sunward Holding B.V., as guarantor

By:
Name:
Title:

Accepted and agreed,
CEMEX Corp., as guarantor

By:
Name:
Title:

Accepted and agreed,
CEMEX Finance LLC, as guarantor

By:
Name:
Title:

Accepted and agreed,
Cemex Research Group AG, as guarantor

By:
Name:
Title:

Accepted and agreed,
CEMEX Asia B.V., as guarantor

By:
Name:
Title:

Accepted and agreed,
CEMEX France Gestion (S.A.S.), as guarantor

By:
Name:
Title:

Accepted and agreed,
CEMEX UK, as guarantor

By:
Name:
Title:

Accepted and agreed,
CEMEX Africa & Middle East Investments B.V., as guarantor

By:
Name:

PART V
TERM LOANS IN MEXICAN PESOS
PAGARÉ NO NEGOCIABLE /
NON-NEGOTIABLE PROMISSORY NOTE

Mex$_____

For value received, the undersigned, CEMEX, S.A.B. de C.V., by this Promissory Note unconditionally promises to pay to the order of _____ (the "**Creditor**"), in Mexican pesos, lawful currency of the United Mexican States, ("**Mexican pesos**"), the following principal sums payable on the following dates (each a "**Principal Payment Date**", and the last such date, the "**Final Payment Date**"):

Principal Payment Date	**Amount**[75]
[•][76]	Mex$ [•]
[•][77]	Mex$ [•]
[•][78]	Mex$ [•]
[•][79]	Mex$ [•]

provided that, on the Final Payment Date, any and all principal amounts then due, shall be paid.

The undersigned also promises to pay interest on the outstanding and unpaid principal amount of this Promissory Note, from the date hereof, for each day during each Interest Period (as defined below), at a rate per annum equal to TIIE (as defined below) plus the Margin (as defined below), payable in arrears, on each Interest Payment Date (as defined below), until payment in full of the outstanding principal amount hereof, **provided, however, that** upon any repayment or prepayment of any principal amount of this Promissory Note, interest accrued and unpaid on the principal amount repaid or prepaid, shall be payable on the date of such repayment or prepayment.

Mex$_____

Por valor recibido, la suscrita, CEMEX, S.A.B. de C.V., por este Pagaré promete incondicionalmente pagar a la orden de _____ (el "**Acreedor**"), en Pesos, moneda de curso legal de los Estados Unidos Mexicanos, ("**Pesos**"), las siguientes sumas de principal pagaderas en las siguientes fechas (cada una, una "**Fecha de Pago de Principal**" y la última de dichas fechas, la "**Fecha de Vencimiento**"):

Fecha de Pago de Principal	**Monto**
[•]	Mex$ [•]
[•]	Mex$ [•]
[•]	Mex$ [•]
[•]	Mex$ [•]

en la inteligencia que, en la Fecha de Vencimiento, todas las sumas de principal pagaderas, deberán pagarse.

La suscrita promete, así mismo, pagar intereses sobre el saldo insoluto de la suma de principal de este Pagaré, a partir de la fecha de suscripción del presente Pagaré, por cada día respecto de cada Período de Interés (según este término se define a continuación), a una tasa anual igual a TIIE (según este término se define a continuación) más el Margen (según este término se define a continuación), pagaderos en forma vencida, en cada Fecha de Pago de Interés (según este término se define a continuación), hasta que se efectúe el pago de la totalidad del saldo insoluto del presente **en el entendido, sin embargo, que** en el caso de cualquier repago o prepago de cualquier suma principal de este Pagaré, los intereses devengados e insolutos sobre la suma repagada o prepagada, serán pagaderos en la fecha en que se realice dicho repago o prepago.

75 Include amount equal to 25% of the Loan.

76 Include date that is 72 months after the date of the Facilities Agreement.

77 Include date that is 78 months after the date of the Facilities Agreement.

78 Include date that is 90 months after the date of the Facilities Agreement.

79 Include date that is 96 months after the date of the Facilities Agreement.

Any principal amount and (to the extent permitted by applicable law) interest not paid when due under this Promissory Note, shall bear interest for each day until paid, payable on demand, at a rate per annum equal to the sum of two percent (2%) plus the interest rate then applicable hereunder as provided in the preceding paragraph.

Cualquier monto de principal y (en la medida permitida por la legislación aplicable) de intereses que no sea pagado cuando sea debido conforme a este Pagaré, devengará intereses por cada día hasta que sea pagado, pagaderos a la vista, a una tasa anual igual a la suma de dos por ciento (2%) más la tasa de interés aplicable conforme a lo previsto en el párrafo anterior.

Interest hereunder shall be calculated on the basis of the actual number of days elapsed, divided by three hundred and sixty (360).

Los intereses conforme al presente serán calculados sobre la base del número de días efectivamente transcurridos, divididos entre trescientos sesenta (360).

For purposes of this Promissory Note, the following terms shall have the following meanings:

Para efectos de este Pagaré, los siguientes términos tendrán los significados indicados a continuación:

"**Agent**" means Citibank Europe plc, UK Branch.

"**Agente**" significa Citibank Europe plc, UK Branch.

"**Business Day**" means a day (other than a Saturday or Sunday) on which banks are open for general business in London, United Kingdom, New York, United States of America and Mexico City, United Mexican States.

"**Día Hábil**" significa cualquier día (que no sea sábado o domingo), en el cual los bancos comerciales en las ciudades de Londres, Reino Unido, Nueva York, Estados Unidos de América y Ciudad de México, Estados Unidos Mexicanos estén abiertos para celebrar operaciones en general.

"**Interest Payment Date**" means the last day of each Interest Period.

"**Fecha de Pago de Interés**" significa el último día de cada Período de Interés.

"**Interest Period**" means (a) initially, the period commencing on the date hereof and ending on the numerically corresponding day in the calendar month [one (1)/three (3)/six (6)] month[s] thereafter, and (b) thereafter, each period commencing on the last day of the immediately preceding Interest Period and ending on the numerically corresponding day in the [applicable calendar month]/[calendar month [one (1)/three (3)/six (6)] month[s]][80] thereafter provided that (i) any Interest Period that would otherwise end on a day that is not a Business Day, shall be extended to the immediately succeeding Business Day, unless such immediately succeeding Business Day falls in the next calendar month, in which case such Interest Period shall end on the immediately preceding Business Day; (ii) any Interest Period that begins on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the calendar month in which that Interest Period is to end) shall end on the last Business Day of the calendar month in which that Interest Period is to end; and (iii) no Interest Period shall extend beyond the Final Payment Date.

"**Período de Interés**" significa (a) inicialmente, el período que comienza en la fecha del presente pagaré y termina en el día numéricamente correspondiente en el mes calendario que sea [un (1)/tres (3)/seis (6)] mes[es] después de dicha fecha, y (b) en adelante, cada período comenzando en el último día del Período de Intereses inmediatamente anterior y que termine el día numéricamente correspondiente en el mes calendario [aplicable que ocurra]/[que ocurra [un (1)/tres (3)/seis (6)] mes[es]] después de dicha fecha en el entendido que (i) cualquier Período de Intereses que termine en una fecha que no sea un Día Hábil, será extendido al Día Hábil inmediato siguiente, salvo en el caso de que dicho Día Hábil inmediato siguiente sea en el mes calendario siguiente, en cuyo caso, dicho Período de Intereses terminará en el Día Hábil inmediato anterior; (ii) cualquier Período de Intereses que inicie el último Día Hábil de un mes calendario (o en un día para el cual no exista fecha numéricamente correspondiente en el mes calendario en el cual dicho Período de Intereses deba terminar) terminará en el último Día Hábil del mes calendario en el cual dicho Período de Intereses deba terminar; y (iii) ningún Período de Intereses terminará después de la Fecha de Vencimiento.

80 Language to be included only if a bank requests that the note includes the applicable Interest Period.

"**Margin**" means [•] per cent ([•]%) per annum.[81]

"**TIIE**" means for each Interest Period hereunder, the Tasa de Interés Interbancaria de Equilibrio for a period of [28/91/182] days, as published by the Banco de México in the Official Gazette of the Federation (*Diario Oficial de la Federación*) on the first day of the relevant Interest Period, or if such day is not a Business Day, on the immediately preceding Business Day on which there was such a quote, provided, that if TIIE shall be less than zero, such rate shall be deemed zero for all purposes hereunder.

All payments by the undersigned of principal, interest and other payments hereunder, shall be made without setoff, deduction or counterclaim not later than 11:00 a.m., London time, on the due date for each such payment, in Mexican pesos and in immediately available funds, at the office of the Agent located at 5th Floor, Citigroup Centre, 25 Canada Square, Canary Wharf, London E14 5LB, United Kingdom, Attention: Loans Agency. The undersigned agree to reimburse upon demand, in like manner and funds, all losses, costs and expenses of the holder hereof, incurred in connection with the enforcement of this Promissory Note.

Any payment which is due to be made on a day that is not a Business Day shall be made on the next Business Day in the same calendar month (if there is one) or the preceding Business Day (if there is not). During any extension of the due date of payment of any principal, interest is payable on the principal at the rate payable on the original due date.

All payments by the undersigned hereunder, shall be made free and clear of, and without deduction, set-off or counterclaim for, any present or future tax, levy, impost, duty or other charge, deduction or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same), imposed by the United Mexican States or any other jurisdiction from which any amount payable hereunder is made, or any taxing authority thereof or therein, unless required by law. In the event that the undersigned shall be compelled by law to make any such deduction or withholding, in respect of any payments hereunder, then the undersigned shall (i) pay such additional amounts as may be necessary so that the holder hereof would receive the full amounts it would have received, if such deductions or

"**Margen**" significa [•] por ciento ([•]%) por año.

"**TIIE**" significa para cada Período de Intereses al amparo de este Pagaré, la Tasa de Interés Interbancaria de Equilibrio para un plazo de [28/91/182] días, según sea publicado por el Banco de México en el Diario Oficial de la Federación, el primer día del Período de Intereses que se trate, o si dicho día no es un Día Hábil, el Día Hábil inmediato anterior en el cual se haya publicado dicha cotización, en el entendido que, en el caso que TIIE sea inferior a cero, TIIE será cero para efectos de este Pagaré.

Todos los pagos que deban hacerse conforme a este Pagaré por las suscritas, de principal, intereses y por otros conceptos, serán efectuados sin compensación, deducción o defensa, antes de las 11:00 a.m., hora de la ciudad de Londres, en la fecha en que el pago de que se trate venza, en Pesos y en fondos disponibles inmediatamente, en la oficina del Agente ubicada en el 5to piso de Citigroup Centre, 25 Canada Square, Canary Wharf, Londres E14 5LB, Reino Unido, Atención: Agente de Créditos. Las suscritas convienen en reembolsar a la vista, en la misma forma y fondos, cualesquiera pérdidas, costos y gastos del tenedor del presente, incurridos en relación con el procedimiento de cobro del presente Pagaré.

Cualquier pago que deba hacerse conforme al presente en un día que no sea un Día Hábil, deberá hacerse en el siguiente Día Hábil durante el mismo mes calendario (si existe uno) o en el Día Hábil previo (si no existe uno). Respecto de cualquier extensión de cualquier fecha de pago de principal, los intereses que correspondan al pago de principal se devengarán a la tasa de interés pagadera en la fecha de pago original.

Todos los pagos que se efectúen por las suscritas en términos del presente, deberán hacerse libres de y sin retención, deducción o compensación alguna por, cualquier impuesto, contribución, carga, derecho u otras cargas, deducciones o retenciones, presentes o futuras, de cualquier naturaleza (incluyendo cualquier multa o interés pagadero por el incumplimiento o retraso en el pago de cualquiera de dichas sumas), establecidos o determinados por los Estados Unidos Mexicanos o por cualquier otra jurisdicción de la que se paguen cantidades adeudadas conforme al presente, a menos que sea requerido por ley. En caso que las suscritas estén obligadas legalmente a llevar a cabo cualquier retención o deducción, respecto de cualesquiera pagos conforme al presente, las suscritas (i) pagarán las sumas adicionales que sean necesarias para

81 Margin in effect on date the pagaré is signed.

withholdings would not have been made, (ii) make all such deductions or withholdings and (iii) pay the full amount deducted or withheld to the relevant taxation authority or other authority in accordance with applicable law.

asegurar que las sumas recibidas por el tenedor del presente sean iguales a la suma que el tenedor hubiera recibido, si tales retenciones o deducciones no se hubieren realizado, (ii) realizarán las deducciones o retenciones, y (iii) pagarán el monto completo deducido o retenido a la autoridad fiscal correspondiente o cualquier otra autoridad de conformidad con la legislación aplicable.

This Promissory Note shall be governed by, and construed in accordance with, the laws of England; **provided, however, that** if any action or proceedings in connection with this Promissory Note were brought to any courts in the United Mexican States, this Promissory Note shall be deemed as governed under the laws of the United Mexican States on account of place of their present or future domicile or residence or for any other reason.

Este Pagaré se regirá e interpretará de acuerdo con las leyes de Inglaterra; **en el entendido, sin embargo, que** si cualquier acción o procedimiento en relación con este Pagaré se iniciara en los tribunales de los Estados Unidos Mexicanos, este Pagaré se considerará regido de acuerdo con las leyes de los Estados Unidos Mexicanos en virtud de su domicilio presente o futuro o par cualquier otra razón.

Any legal action or proceeding arising out of or relating to this Promissory Note may be brought to the jurisdiction of the courts of England and any appellate court thereof, or any federal court sitting in Mexico City, United Mexican States; the undersigned waive the right to jurisdiction of any other courts, on account of place of their present or future residence or domicile or for any other reason.

Cualquier acción o procedimiento legal que derive o se relacione con este Pagaré podrá ser iniciado en los tribunales de Inglaterra, o en cualquier tribunal de apelación de los mismos, o cualquier tribunal federal localizado en la Ciudad de México, Estados Unidos Mexicanos, renunciando la suscrita a la jurisdicción de cualesquiera otros tribunales, en virtud de su domicilio presente o futuro, o por cualquier otra razón.

The undersigned hereby waive diligence, demand, protest, presentment, notice of dishonor or any other notice or demand whatsoever.

Las suscritas en este acto renuncian a diligencia, demanda, protesto, presentación, notificación de no aceptación y a cualquier notificación o demanda de cualquier naturaleza.

This Promissory Note is executed in both English and Spanish versions. In the case of any conflict or doubt as to the proper construction of this Promissory Note, the English version shall govern; **provided, however, that** in any action or proceeding brought in any court in the United Mexican States, the Spanish version shall prevail.

El presente Pagaré se suscribe en versiones en inglés y español. En caso de conflicto o duda en relación con la debida interpretación de este Pagaré, la versión en inglés prevalecerá; **en el entendido**, **sin embargo, que** en cualquier procedimiento iniciado en cualquier tribunal de los Estados Unidos Mexicanos, prevalecerá la versión en español.

If the laws of the United Mexican States apply, for the purposes of Article 128 of the General Law of Negotiable Instruments and Credit Transactions of the United Mexican States, the term of presentation of this Promissory Note is hereby irrevocably extended until the date that is six (6) months after the Final Payment Date, **it being understood** that such extension shall not be deemed to prevent presentation of this Promissory Note prior to such date.

Si la legislación de los Estados Unidos Mexicanos fuere aplicable, para los efectos del Artículo 128 de la Ley General de Títulos y Operaciones de Crédito de los Estados Unidos Mexicanos, por medio del presente se prorroga irrevocablemente el plazo de presentación de este Pagaré hasta la fecha que sea seis (6) meses después de la Fecha de Vencimiento, **en el entendido de que** dicha prórroga no impedirá la presentación de este Pagaré con anterioridad a dicha fecha.

For any notice in the United Mexican States related to this Promissory Note, the undersigned designate their domicile at [_____]

Para cualquier aviso en los Estados Unidos Mexicanos relacionado con este Pagaré, las suscritas designan la siguiente dirección como su domicilio [_____].

IN WITNESS WHEREOF, the undersigned have duly executed this Promissory Note on the date indicated below.

EN VIRTUD DE LO CUAL, las suscritas han firmado este Pagaré en la fecha abajo mencionada.

_____, _____, a __ de _____.

_____, _____, _____, ____.

CEMEX, S.A.B. de C.V.

By/Por _____
Name/Nombre:
Title/Cargo:

Guaranteed/Por Aval:
CEMEX España, S.A.

By/Por _____
Name/Nombre:
Title/Cargo:

Guaranteed/Por Aval:
CEMEX Concretos, S.A. de C.V.

By/Por _____
Name/Nombre:
Title/Cargo:

Guaranteed/Por Aval:
New Sunward Holding B.V.

By/Por _____
Name/Nombre:
Title/Cargo:

Guaranteed/Por Aval:
CEMEX Corp.

By/Por _____
Name/Nombre:
Title/Cargo:

Guaranteed/Por Aval:
CEMEX Finance LLC

By/Por _____
Name/Nombre:
Title/Cargo:

Guaranteed/Por Aval:
Cemex Research Group AG

By/Por _____
Name/Nombre:
Title/Cargo:

Guaranteed/Por Aval:
CEMEX Asia B.V.

By/Por _____
Name/Nombre:
Title/Cargo:

Guaranteed/Por Aval:
CEMEX France Gestion (S.A.S.)

By/Por _____
Name/Nombre:
Title/Cargo:

Guaranteed/Por Aval:
CEMEX UK

By/Por _____
Name/Nombre:
Title/Cargo:

Guaranteed/Por Aval:
CEMEX Africa & Middle East Investments B.V.

By/Por _____
Name/Nombre:
Title/Cargo:

SCHEDULE 5
FORM OF TRANSFER CERTIFICATE

To: [•] as Agent and [•] as Security Agent

From: [*The Existing Lender*] (the "**Existing Lender**") and [*The New Lender*] (the "**New Lender**")

Dated:

CEMEX, S.A.B. de C.V.– Facilities Agreement
dated [ ] July 2017 (the "Facilities Agreement")

1. We refer to the Facilities Agreement and to the Intercreditor Agreement (as defined in the Facilities Agreement). This agreement (the "**Agreement**") shall take effect as a Transfer Certificate for the purpose of the Facilities Agreement and as a Creditor/Agent/Security Agent Accession Undertaking for the purposes of the Intercreditor Agreement (and as defined in the Intercreditor Agreement). Terms defined in the Facilities Agreement have the same meaning in this Agreement unless given a different meaning in this Agreement.

2. We refer to Clause 26.5 (*Procedure for transfer*) of the Facilities Agreement:

   (a) The Existing Lender and the New Lender agree to the Existing Lender transferring to the New Lender by novation all or part of the Existing Lender's Commitment, rights and obligations referred to in the Schedule in accordance with Clause 26.5 (*Procedure for transfer*) of the Facilities Agreement.

   (b) The proposed Transfer Date is [•].

   (c) The Facility Office and address, fax number and attention details for notices of the New Lender for the purposes of Clause 34.2 (*Addresses*) of the Facilities Agreement are set out in the Schedule.

3. The New Lender expressly acknowledges the limitations on the Existing Lender's obligations set out in paragraph (c) of Clause 26.4 (*Limitation of responsibility of Existing Lenders*) of the Facilities Agreement.

4. The New Lender confirms, for the benefit of the Agent and without liability to any Obligor, that it is [a Qualifying Lender (other than a Treaty Lender)]/[a Treaty Lender]/[not a Qualifying Lender]*.

5. We refer to clause 14.6 (*Creditor/Agent/Security Agent Accession Undertaking*) of the Intercreditor Agreement.

   In consideration of the New Lender being accepted as a Refinancing Creditor for the purposes of the Intercreditor Agreement (and as defined in the Intercreditor Agreement), the New Lender confirms that, as from the Transfer Date, it intends to be party to the Intercreditor Agreement as a Refinancing Creditor, and undertakes to perform all the obligations expressed in the Intercreditor Agreement to be assumed by a Refinancing Creditor and agrees that it shall be bound by all the provisions of the Intercreditor Agreement, as if it had been an original party to the Intercreditor Agreement.

6. For the purposes of articles 1334 *et seq.* of the French Civil Code, it is expressly agreed that the Security created under the Security Documents governed by French law shall be preserved and maintained for the benefit of the Security Agent, the New Lender and the remaining Finance Parties.

7. The New Lender may, in the case of an assignment of rights by the Existing Lender under this Transfer Certificate, if it considers it necessary to make the assignment effective against any French Obligor, arrange for it to be notified to, or acknowledged by, such French Obligor in accordance with the provisions of article 1324 of the French Civil Code.

8. This Agreement may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this Agreement.

9. This Agreement and any non-contractual obligations arising out of or in connection with it are governed by English law.

This Agreement has been entered into on the date stated at the beginning of this Agreement.

Notes: *Delete as applicable - each New Lender is required to confirm which of these three categories it falls within.

The execution of this Transfer Certificate may not transfer a proportionate share of the Existing Lender's interest in the Transaction Security in all jurisdictions. It is the responsibility of the New Lender to ascertain whether any other documents or other formalities are required to perfect a transfer of such a share in the Existing Lender's Transaction Security in any jurisdiction and, if so, to arrange for execution of those documents and completion of those formalities.

THE SCHEDULE

Commitment/rights and obligations to be transferred

[*insert relevant details*]
[*Facility Office address, fax number and attention details for notices and account details for payments*]

[Existing Lender] [New Lender]

By: By:

This Agreement is accepted as a Transfer Certificate for the purposes of the Facilities Agreement by the Agent, and as a Creditor/Agent/Security Agent Accession Undertaking for the purposes of the Intercreditor Agreement by the Security Agent, and the Transfer Date is confirmed as [•].

[Agent]

By:

[Security Agent]

By:

SCHEDULE 6
FORM OF ASSIGNMENT AGREEMENT

To: [•] as Agent, [•] as Security Agent and CEMEX, S.A.B. de C.V. as Borrower for and on behalf of each Obligor

From: [*the Existing Lender*] (the "**Existing Lender**") and [*the New Lender*] (the "**New Lender**")

Dated:

CEMEX, S.A.B. de C.V.– Facilities Agreement
dated [ ] July 2017 (the "Facilities Agreement")

1. We refer to the Facilities Agreement and to the Intercreditor Agreement (as defined in the Facilities Agreement). This is an Assignment Agreement. This agreement (the "**Agreement**") shall take effect as an Assignment Agreement for the purpose of the Facilities Agreement and as a Creditor/Agent/Security Agent Accession Undertaking for the purposes of the Intercreditor Agreement (and as defined in the Intercreditor Agreement). Terms defined in the Facilities Agreement have the same meaning in this Agreement unless given a different meaning in this Agreement.

2. We refer to Clause 26.6 (*Procedure for assignment*) of the Facilities Agreement:

   (a) The Existing Lender assigns absolutely to the New Lender all the rights of the Existing Lender under the Facilities Agreement, the other Finance Documents and in respect of the Transaction Security which correspond to that portion of the Existing Lender's Commitments and participations in Utilisations under the Facilities Agreement as specified in the Schedule.

   (b) The Existing Lender is released from all the obligations of the Existing Lender which correspond to that portion of the Existing Lender's Commitments and participations in Utilisations under the Facilities Agreement specified in the Schedule.

   (c) The New Lender becomes a Party as a Lender and is bound by obligations equivalent to those from which the Existing Lender is released under paragraph (b) above.

3. The proposed Transfer Date is [•].

4. On the Transfer Date the New Lender becomes:

   (a) party to the relevant Finance Documents (other than the Intercreditor Agreement) as a Lender; and

   (b) party to the Intercreditor Agreement as a Facilities Lender.

5. The Facility Office and address, fax number and attention details for notices of the New Lender for the purposes of Clause 34.2 (*Addresses*) of the Facilities Agreement are set out in the Schedule.

6. The New Lender expressly acknowledges the limitations on the Existing Lender's obligations set out in paragraph (c) of Clause 26.4 (*Limitation of responsibility of Existing Lenders*) of the Facilities Agreement.

7. The New Lender confirms, for the benefit of the Agent and without liability to any Obligor, that it is [a Qualifying Lender (other than a Treaty Lender)]/[a Treaty Lender]/[not a Qualifying Lender]*.

8. We refer to clause 14.6 (*Creditor/Agent/Security Agent Accession Undertaking*) of the Intercreditor Agreement.

   In consideration of the New Lender being accepted as a Refinancing Creditor for the purposes of the Intercreditor Agreement (and as defined in the Intercreditor Agreement), the New Lender confirms that, as from the Transfer Date, it intends to be party to the Intercreditor Agreement as a Refinancing Creditor, and undertakes to perform all the obligations expressed in the Intercreditor Agreement to be assumed by a Refinancing Creditor and agrees that it shall be bound by all the provisions of the Intercreditor Agreement, as if it had been an original party to the Intercreditor Agreement.

9. This Agreement acts as notice to the Agent (on behalf of each Finance Party) and, upon delivery in accordance with Clause 26.7 (*Copy of Transfer Certificate, Assignment Agreement or Accordion Confirmation to Borrower*), to the Borrower (on behalf of each Obligor) of the assignment referred to in this Agreement.

10. This Agreement may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this Agreement.

11. This Agreement and any non-contractual obligations arising out of or in connection with it are governed by English law.

This Agreement has been entered into on the date stated at the beginning of this Agreement.

Notes: **The execution of this Assignment Agreement may not transfer a proportionate share of the Existing Lender's interest in the Transaction Security in all jurisdictions. It is the responsibility of the New Lender to ascertain whether any other documents or other formalities are required to perfect a transfer of such a share in the Existing Lender's Transaction Security in any jurisdiction and, if so, to arrange for execution of those documents and completion of those formalities.**

THE SCHEDULE

Commitment/rights and obligations to be transferred by assignment, release and accession

[*insert relevant details*]

[*Facility office address, fax number and attention details for notices and account details for payments*]

[Existing Lender] [New Lender]

By: By:

This Agreement is accepted as an Assignment Agreement for the purposes of the Facilities Agreement by the Agent, and as a Creditor/Agent/Security Agent Accession Undertaking for the purposes of the Intercreditor Agreement by the Security Agent, and the Transfer Date is confirmed as [•].

Signature of this Agreement by the Agent constitutes confirmation by the Agent of receipt of notice of the assignment referred to in this Agreement, which notice the Agent receives on behalf of each Finance Party.

[Agent]

By:

[Security Agent]

By:

NOTES:

* Delete as applicable - each New Lender is required to confirm which of these three categories it falls within

SCHEDULE 7
FORM OF ACCESSION LETTER

To: [•] as Agent and [•] as Security Agent for itself and each of the other parties to the Intercreditor Agreement referred to below

From: [*Subsidiary*] and [*Borrower*]

Dated:

Dear Sirs

CEMEX, S.A.B. de C.V. – Facilities Agreement
dated [ ] July 2017 (the "Facilities Agreement")

1. We refer to the Facilities Agreement and to the Intercreditor Agreement. This deed (the "**Accession Letter**") shall take effect as an Accession Letter for the purposes of the Facilities Agreement and as a Debtor/Security Provider Accession Deed for the purposes of the Intercreditor Agreement (and as defined in the Intercreditor Agreement). Terms defined in the Facilities Agreement have the same meaning in paragraphs 1 to 3 of this Accession Letter unless given a different meaning in this Accession Letter.

2. [*Subsidiary*] agrees to become an Additional [Guarantor]/[Security Provider] and to be bound by the terms of the Facilities Agreement and the other Finance Documents (other than the Intercreditor Agreement) as an Additional [Guarantor][Security Provider] pursuant to Clause 28.2 (*Additional Guarantors and Additional Security Providers*) of the Facilities Agreement. [*Subsidiary*] is a company duly incorporated under the laws of [*name of relevant jurisdiction*] and is a limited liability company and registered number [•].

3. [*Subsidiary's*] administrative details for the purposes of the Facilities Agreement and the Intercreditor Agreement are as follows:

   Address:

   Fax No.:

   Attention:

4. [*Subsidiary*] (for the purposes of this paragraph 4, the "**Acceding Debtor**") intends to [incur Liabilities under the following documents]/[give a guarantee, indemnity or other assurance against loss in respect of Liabilities under the following documents]:

   [Insert details (date, parties and description) of relevant documents]

   the "**Relevant Documents**".

   IT IS AGREED as follows:

   (a) Terms defined in the Intercreditor Agreement shall, unless otherwise defined in this Accession Letter, bear the same meaning when used in this paragraph 4.

(b) The Acceding Debtor and the Security Agent agree that the Security Agent shall hold:

(i) [any Security in respect of Liabilities created or expressed to be created pursuant to the Relevant Documents;

(ii) all proceeds of that Security; and]

(iii) all obligations expressed to be undertaken by the Acceding Debtor to pay amounts in respect of the Liabilities to the Security Agent as trustee for the Secured Parties (in the Relevant Documents or otherwise) and secured by the Transaction Security together with all representations and warranties expressed to be given by the Acceding Debtor (in the Relevant Documents or otherwise) in favour of the Security Agent as trustee for the Secured Parties,

on trust, or as otherwise provided in the Finance Documents, for the Secured Parties on the terms and conditions contained in the Intercreditor Agreement.

(c) The Acceding Debtor confirms that it intends to be party to the Intercreditor Agreement as a Debtor, undertakes to perform all the obligations expressed to be assumed by a Debtor under the Intercreditor Agreement and agrees that it shall be bound by all the provisions of the Intercreditor Agreement as if it had been an original party to the Intercreditor Agreement.

[4]/[5] This Accession Letter and any non-contractual obligations arising out of or in connection with it is governed by English law.

THIS ACCESSION LETTER has been signed on behalf of the Security Agent (for the purposes of paragraph 4 above only), signed on behalf of the Borrower and executed as a deed by [*Subsidiary*] and is delivered on the date stated above.

[*Subsidiary*]

[EXECUTED AS A DEED]
By: [*Subsidiary*])

_____ Director

_____ Director/Secretary

OR

[EXECUTED AS A DEED

By: [*Subsidiary*]

_____ Signature of Director

Name of Director

in the presence of

Signature of witness

Name of witness

Address of witness

Occupation of witness]

The Borrower

[*Borrower*]

By:

The Security Agent

[Full Name of Current Security Agent]

By:

Date:

SCHEDULE 8
FORM OF RESIGNATION LETTER

To: [•] as Agent

From: [*resigning Obligor*] and CEMEX, S.A.B. de C.V.

Dated:

Dear Sirs

CEMEX, S.A.B. de C.V.– Facilities Agreement
dated [ ] July 2017 (the "Facilities Agreement")

1. We refer to the Facilities Agreement. This is a Resignation Letter. Terms defined in the Facilities Agreement have the same meaning in this Resignation Letter unless given a different meaning in this Resignation Letter.

2. Pursuant to [Clause 28.3 (*Resignation of a Guarantor*)][Clause 28.4 (*Resignation of a Security Provider*)], we request that [*resigning Obligor*] be released from its obligations as a [Guarantor]/[Security Provider] under the Facilities Agreement and the Finance Documents (other than the Intercreditor Agreement).

3. We confirm that:

   (a) no Default is continuing or would result from the acceptance of this request; and

   (b) [this request is given in relation to a Third Party Disposal of [*resigning Obligor*];]*

   (c) [no payment is due from [*resigning Obligor*] under Clause 18 (*Guarantee and Indemnity*);]*

   (d) [the Transaction Security granted by [*resigning Obligor*] has not become enforceable in accordance with its terms.]*

4. This Resignation Letter and any non-contractual obligations arising out of or in connection with it are governed by English law.

5. The Borrower agrees to indemnify the Finance Parties and Secured Parties for any costs, expenses, or liabilities which would have been payable by [*resigning Obligor*] in connection with the Finance Documents but for the release set out in paragraph 2 above.

CEMEX, S.A.B. de C.V.

By:

[*resigning Obligor*]

By:

* Include / delete as applicable.

SCHEDULE 9
FORM OF COMPLIANCE CERTIFICATE

To: [•] as Agent

From: CEMEX, S.A.B. de C.V.

Dated:

Dear Sirs

CEMEX, S.A.B. de C.V.– Facilities Agreement
dated [ ] July 2017 (the "Facilities Agreement")

1. We refer to the Facilities Agreement. This is a Compliance Certificate. Terms defined in the Facilities Agreement have the same meaning when used in this Compliance Certificate unless given a different meaning in this Compliance Certificate.

2. We confirm that:

   (a) For the Reference Period ending [•], Operating EBITDA was $[•] and Consolidated Interest Expense was $[•]. Therefore the Consolidated Coverage Ratio for such Reference Period was [•]:1 which [is/is not] in compliance with paragraph (a) of Clause 21.2 (*Financial condition*) of the Facilities Agreement.

   (b) Consolidated Funded Debt as at the last day of the Reference Period ending [•] was $[•] and Operating EBITDA for the Reference Period ending [•] was $[•]. Therefore the Consolidated Leverage Ratio for such Reference Period was [•]:1 which [is/is not] in compliance with paragraph (b) of Clause 21.2 (*Financial condition*) of the Facilities Agreement.

   (c) Capital Expenditure of the Group for the Financial Year ending [•] was $[•]. Therefore the requirements of paragraph (c) of Clause 21.2 (*Financial condition*) of the Facilities Agreement [have/have not] been complied with.

   (d) Caliza Capital Expenditure for the Financial Year ending [•] was $[•]. Therefore the requirements of paragraph (d) of Clause 21.2 (*Financial condition*) of the Facilities Agreement [have/have not] been complied with.

   (e) Centurion Capital Expenditure for the Financial Year ending [•] was $[•]. Therefore the requirements of paragraph (e) of Clause 21.2 (*Financial condition*) of the Facilities Agreement [have/have not] been complied with.

Signed .....

CEMEX, S.A.B. de C.V.

SCHEDULE 10
EXISTING FINANCIAL INDEBTEDNESS

(Figures as at 30 June 2017)[82]

Part I. Non Obligor Bilateral
Bank Facilities

Obligation	Type	Outstanding Principal Amounts	Obligor	Guarantor(s)	Bank Party	Security	Maturity
Bank Facility CEMEX Colombia S.A.	Bank Facility	COP 26,119,437,176	CEMEX Colombia S.A.	None	Banco de Bogotá	None	12-Jun-18
Bank Facility CEMEX Colombia S.A.	Bank Facility	COP 21,413,943,487	CEMEX Colombia S.A.	None	Banco AV Villas	None	18-May-18
Bank Facility CEMEX Inc	Bank Facility	USD 1,863,936	CEMEX Inc.	None	Mc Duffie land	None	1-Aug-26
Promissory Note, Readymix USA LLC	Bank Facility	USD 108,801	Readymix USA LLC	None	Wayne Gentry & Henry Gentry	None	1-May-21
Bank Facility, CEMEX UK Operations Ltd	Bank Facility	GBP 712,117	CEMEX UK Operations Ltd	None	HBM HUB Limited	None	31-Jul-18
Bank Facility, CEMEX UK Operations Ltd	Bank Facility	GBP 150,000	CEMEX UK Operations Ltd	None	Lafarge (Joint Venture)	None	31-Jul-18
Bank Facility, CEMEX Polska Sp. z o.o.	Bank Facility	PLN 7,293,421	Cemex Polska Sp. z o.o.	None	Narodowy Fundusz Ochrony Środowiska	None	30-Sep-23
Bank Facility, CEMEX Kamen d.o.o.	Bank Facility	HRK 1,955,773	CEMEX Kamen d.o.o.	None	Loans from Minority Shareholders (JV)	None	6-Oct-17
Loan Agreement, Trinidad Cement Limited	Loan Agreement	TTD 245,000,000	Trinidad Cement Limited	CEMEX S.A.B. de C.V.	First Citizens Bank Limited, Citibank (Trinidad & Tobago) Limited	None	26-Oct-17
Loan Agreement, Assiut Cement Company S.A.E.	Loan Agreement	EUR 50,000,000	Assiut Cement Company S.A.E	CEMEX España S.A.	European Bank for Reconstruction and Development	None	1-Jul-22
Facility Agreement, CEMEX Holdings Philippines, Inc.	Loan Agreement	USD 280,000,000	CEMEX Holdings Philippines, Inc.	None	Banco de Oro	None	2-Feb-24
Bank Facility, CEMEX Deutschland AG	Bank Facility	EUR 200,252	CEMEX Deutschland AG	TBR Transportbeton Regen GmbH & Co. KG	TBI Transportbeton Ingolstadt GmbH & Co. KG	Capital Contribution	Unlimited
Bank Facility, CEMEX Deutschland AG	Bank Facility	EUR 51,129	CEMEX Deutschland AG	Kann Industrie GmbH & Co. KG	TBI Transportbeton Ingolstadt GmbH & Co. KG	Capital Contribution	Unlimited
Overdraft, CEMEX Cement a.s.	Overdraft	CZK 15,611,629	CEMEX Cement a.s.	None	ING Bank N.V.	None	31-Jul-17
Overdraft, CEMEX Cement a.s.	Overdraft	EUR 401,489	CEMEX Cement a.s.	None	ING Bank N.V.	None	31-Jul-17
Overdraft, CEMEX UK Operations Limited	Overdraft	GBP 6,515,000	CEMEX UK Operations Limited	None	Royal Bank of Scotland	None	10-Aug-17

82 This information was not updated on the 2019 Amendment Effective Date, the 2019 Further Amendment Effective Date, the 2020 Amendment Effective Date or the 2020 Further Amendment Effective Date and therefore this schedule still contains historical Leases. As from the 2019 Amendment Effective Date, Capital Leases are no longer included in the definition of Financial Indebtedness.

Part I. Non Obligor Bilateral Bank Facilities

Obligation	Type	Outstanding Principal Amounts	Obligor	Guarantor(s)	Bank Party	Security	Maturity
Overdraft, CEMEX France Services	Overdraft	EUR 1,385,000	CEMEX France Services	None	BRED Banque Populaire société anonyme de banque populaire	None	10-Aug-17
Overdraft, CEMEX France Services	Overdraft	EUR 2,129,000	CEMEX France Services	None	BNP Paribas	None	10-Aug-17
Overdraft, CEMEX France Services	Overdraft	EUR 2,129,000	CEMEX France Services	None	BNP Paribas	None	10-Aug-17
Overdtraft, ReadyMix Industries (Israel) LTD	Overdraft	ILS 17,900,000	ReadyMix Industries (Israel) LTD	None	First International Bank	None	10-Aug-17
Overdtraft, ReadyMix Industries (Israel) LTD	Overdraft	ILS 4,700,000	ReadyMix Industries (Israel) LTD	None	Bank Hapoalim	None	10-Aug-17
Overdtraft, ReadyMix Industries (Israel) LTD	Overdraft	ILS 11,300,000	ReadyMix Industries (Israel) LTD	None	Bank Leumi	None	10-Aug-17
Overdtraft, APO Cement Corporation	Overdraft	PHP 290,000,000	ReadyMix Industries (Israel) LTD	None	Banco de Oro	None	10-Aug-17
Overdtraft, Solid Cement Corporation	Overdraft	PHP 180,000,000	ReadyMix Industries (Israel) LTD	None	Banco de Oro	None	10-Aug-17

Part II. Non Obligor Public Debt Instruments

Obligation	Type	Outstanding Principal Amounts	Obligor	Guarantor(s)	Bank Party	Security	Maturity
US$149,897,000 Rinker 2025 Indenture, dated 1 April 2003 (as supplemented)	Public Debt Instruments	USD 149,897,000	CEMEX Materials LLC	CEMEX Corp.	JPMorgan Chase Bank	None	July 21, 2025

Part III. Non Obligor Capital Leases

Obligation	Type	Outstanding Principal Amounts	Obligor	Guarantor(s)	Bank Party	Security	Maturity
Capital Lease, CEMEX Colombia S.A.	Capital Lease	COP 1,133,860,006	CEMEX Colombia S.A.	None	Helm Bank	Leased Asset	10-Jul-18
Capital Lease, CEMEX Colombia S.A.	Capital Lease	COP 3,554,839,632	CEMEX Colombia S.A.	None	Bancolombia	Leased Asset	26-Sep-18
Capital Lease, CEMEX Colombia S.A.	Capital Lease	COP 990,092,550	CEMEX Colombia S.A.	None	Banco de Bogotá	Leased Asset	10-Sep-18
Capital Lease, CEMEX Construction Materials	Capital Lease	USD 94,564	CEMEX Construction Materials	None	Bank of America Leasing	Leased Asset	1-Nov-19
Capital Lease, CEMEX Construction Materials	Capital Lease	USD 2,068,595	CEMEX Construction Materials	None	BMO	Leased Asset	6-Jun-21
Capital Lease, CEMEX Construction Materials	Capital Lease	USD 103,916	CEMEX Construction Materials	None	Capital Source	Leased Asset	1-Jul-19
Capital Lease, CEMEX Construction Materials	Capital Lease	USD 3,068,429	CEMEX Construction Materials	None	Caterpillar	Leased Asset	12-Aug-21
Capital Lease, CEMEX Construction Materials	Capital Lease	USD 2,357,013	CEMEX Construction Materials	None	CIT Financial	Leased Asset	1-Jan-19
Capital Lease, CEMEX Construction Materials	Capital Lease	USD 17,433,014	CEMEX Construction Materials	None	Daimler Truck Finance	Leased Asset	15-Dec-20

Part III. Non Obligor Capital Leases

Obligation	Type	Outstanding Principal Amounts	Obligor	Guarantor(s)	Bank Party	Security	Maturity
Capital Lease, CEMEX Construction Materials	Capital Lease	USD 47,950	CEMEX Construction Materials	None	DE Lage Landen	Leased Asset	15-Feb-18
Capital Lease, CEMEX Construction Materials	Capital Lease	USD 1,035,121	CEMEX Construction Materials	None	John Deere	Leased Asset	1-Jun-21
Capital Lease, CEMEX Construction Materials	Capital Lease	USD 52,055,920	CEMEX Construction Materials	None	Paccar Financial	Leased Asset	10-Oct-21
Capital Lease, CEMEX Construction Materials	Capital Lease	USD 404,308	CEMEX Construction Materials	None	Siemens Financial	Leased Asset	14-Feb-21
Capital Lease, CEMEX Construction Materials	Capital Lease	USD 458,261	CEMEX Construction Materials	None	Signature Financial	Leased Asset	1-Mar-21
Capital Lease, CEMEX Construction Materials	Capital Lease	USD 6,343,515	CEMEX Construction Materials	None	Universal Equipment Finance	Leased Asset	28-Aug-19
Capital Lease, CEMEX Construction Materials	Capital Lease	USD 6,752,522	CEMEX Construction Materials	None	VFS Leasing Co.	Leased Asset	28-Apr-21
Capital Lease, CEMEX Construction Materials	Capital Lease	USD 2,317,253	CEMEX Construction Materials	None	Citizens	Leased Asset	1-Aug-26
Capital Lease, CEMEX Construction Materials	Capital Lease	USD 1,057,300	CEMEX Construction Materials	None	North American Coal Company	Leased Asset	28-Dec-18
Capital Lease, CEMEX Construction Materials	Capital Lease	USD 12,381,297	CEMEX Construction Materials	None	RBS Asset Finance	Leased Asset	1-Feb-19
Capital Lease, CEMEX UK Materials Limited	Capital Lease	GBP 3,016,174	CEMEX UK Materials Limited	None	CAT Financial Services	Leased Asset	29-Nov-20
Capital Lease, CEMEX UK Operations Limited	Capital Lease	GBP 523,103	CEMEX UK Operations Limited	None	Volvo Financial Services	Leased Asset	20-Dec-18
Capital Lease, Cemex Polska Sp. z o.o.	Capital Lease	PLN 1,477,962	Cemex Polska Sp. z o.o.	None	ING Bank N.V.	Leased Asset	15-Apr-18
Capital Lease, Cemex Polska Sp. z o.o.	Capital Lease	PLN 506,590	Cemex Polska Sp. z o.o.	None	ING Bank N.V.	Leased Asset	2-Feb-20
Capital Lease, Cemex Polska Sp. z o.o.	Capital Lease	PLN 5,223,881	Cemex Polska Sp. z o.o.	None	ING Bank N.V.	Leased Asset	26-Apr-20
Capital Lease, Cemex Polska Sp. z o.o.	Capital Lease	PLN 5,135,332	Cemex Polska Sp. z o.o.	None	ING Bank N.V.	Leased Asset	2-Oct-20
Capital Lease, Cemex Polska Sp. z o.o.	Capital Lease	PLN 2,351,106	Cemex Polska Sp. z o.o.	None	SG Equipment Finance	Leased Asset	5-Apr-22
Capital Lease, Cemex Polska Sp. z o.o.	Capital Lease	PLN 284,325	Cemex Polska Sp. z o.o.	None	SG Equipment Finance	Leased Asset	5-Oct-22
Capital Lease, Cemex Polska Sp. z o.o.	Capital Lease	PLN 284,371	Cemex Polska Sp. z o.o.	None	SG Equipment Finance	Leased Asset	25-Oct-22
Capital Lease, Cemex Polska Sp. z o.o.	Capital Lease	PLN 232,697	Cemex Polska Sp. z o.o.	None	De Lage Landen	Leased Asset	25-Jul-17
Capital Lease, CEMEX Deutschland AG	Capital Lease	EUR 127,863	CEMEX Deutschland AG	Schwing GmbH	Mercedes-Benz Leasing GmbH	Leased Asset	25-Oct-18
Capital Lease, CEMEX Deutschland AG	Capital Lease	EUR 261,689	CEMEX Deutschland AG	Putzmeister Concrete Pumps GmbH	UTA Truck Lease GmbH	Leased Asset	31-Jan-19
Capital Lease, CEMEX Logistik	Capital Lease, CEMEX Logistik	EUR 82,652	CEMEX Logistik	F.X. MEILLER Fahrzeug- und Maschinenfabrik-GmbH & Co. KG	DML Düsseldorfer Mobilien Leasing GmbH & Co. KG	Leased Asset	30-Nov-20
Capital Lease, CEMEX Logistik	Capital Lease, CEMEX Logistik	EUR 330,609	CEMEX Logistik	Langendorf GmbH	DML Düsseldorfer Mobilien Leasing GmbH & Co. KG	Leased Asset	30-Nov-20

Part III. Non Obligor Capital Leases

Obligation	Type	Outstanding Principal Amounts	Obligor	Guarantor(s)	Bank Party	Security	Maturity
Capital Lease, CEMEX Logistik	Capital Lease	EUR 123,684	CEMEX Logistik	F.X. MEILLER Fahrzeug-und Maschinenfabrik-GmbH & Co. KG	Akf leasing GmbH & Co. KG	Leased Asset	31-Mar-19
Capital Lease, CEMEX Deutschland AG	Capital Lease	EUR 123,545	CEMEX Deutschland AG	Putzmeister Concrete Pumps GmbH	Akf leasing GmbH & Co. KG	Leased Asset	30-Nov-19
Capital Lease, CEMEX Agregados	Capital Lease	USD 4,219,757	CEMEX Agregados	CEMEX S.A.B. de C.V.	Banco Mercantil del Norte S.A. Institución de Banca Múltiple, Grupo Financiero Banorte	Leased Asset	1-Oct-21
Capital Lease, CEMEX Granulats SO	Capital Lease	EUR 121,325	CEMEX Granulats SO	None	Caterpillar Finance	None	19-Jun-18
Capital Lease, CEMEX Granulats RM	Capital Lease	EUR 120,706	CEMEX Granulats RM	None	Caterpillar Finance	None	29-Jun-18
Capital Lease, CEMEX Granulats RM	Capital Lease	EUR 239,078	CEMEX Granulats RM	None	Caterpillar Finance	None	30-Jul-18
Capital Lease, CEMEX Granulats	Capital Lease	EUR 207,062	CEMEX Granulats	None	Caterpillar Finance	None	9-Jul-19
Capital Lease, CEMEX Granulats	Capital Lease	EUR 356,726	CEMEX Granulats	None	Caterpillar Finance	None	9-Nov-19
Capital Lease, CEMEX Granulats RM	Capital Lease	EUR 168,823	CEMEX Granulats RM	None	Caterpillar Finance	None	9-Jul-20
Capital Lease, CEMEX Granulats SO	Capital Lease	EUR 158,367	CEMEX Granulats SO	None	Caterpillar Finance	None	19-Jul-20
Capital Lease, CEMEX Granulats RM	Capital Lease	EUR 223,312	CEMEX Granulats RM	None	Caterpillar Finance	None	30-Jul-20
Capital Lease, CEMEX Granulats	Capital Lease	EUR 261,084	CEMEX Granulats	None	Caterpillar Finance	None	31-Dec-20
Capital Lease, CEMEX Bétons SE	Capital Lease	EUR 62,489	CEMEX Granulats	None	KOMATSU Finance	Leased Asset	27-Nov-20
Capital Lease, CEMEX Granulats	Capital Lease	EUR 208,633	CEMEX Granulats	None	KOMATSU Finance	Leased Asset	1-Nov-20
Capital Lease, CEMEX Granulats RM	Capital Lease	EUR 30,764	CEMEX Granulats RM	None	KOMATSU Finance	Leased Asset	20-Apr-19
Capital Lease, CEMEX Granulats	Capital Lease	EUR 128,658	CEMEX Granulats	None	KOMATSU Finance	Leased Asset	1-Aug-20
Capital Lease, CEMEX Granulats	Capital Lease	EUR 569,970	CEMEX Granulats	None	KOMATSU Finance	Leased Asset	1-Nov-21
Capital Lease, CEMEX Granulats	Capital Lease	EUR 159,148	CEMEX Granulats	None	GE Capital CDG	Leased Asset	1-Apr-19
Capital Lease, CEMEX Granulats SO	Capital Lease	EUR 149,040	CEMEX Granulats SO	None	GE Capital CDG	Leased Asset	27-Aug-19
Capital Lease, CEMEX Granulats SO	Capital Lease	EUR 148,496	CEMEX Granulats SO	None	GE Capital CDG	Leased Asset	24-Aug-19
Capital Lease, CEMEX Granulats	Capital Lease	EUR 36,907	CEMEX Granulats	None	GE Capital CDG	Leased Asset	1-Jul-19
Capital Lease, CEMEX Granulats	Capital Lease	EUR 140,607	CEMEX Granulats	None	GE Capital CDG	Leased Asset	14-Aug-19
Capital Lease, CEMEX Granulats RM	Capital Lease	EUR 144,394	CEMEX Granulats	None	GE Capital CDG	Leased Asset	3-Sep-19
Capital Lease, CEMEX Granulats SO	Capital Lease	EUR 148,677	CEMEX Granulats	None	GE Capital CDG	Leased Asset	25-Aug-19
Capital Lease, France Liants	Capital Lease	EUR 56,352	CEMEX Granulats	None	GE Capital CDG	Leased Asset	9-Jul-20
Capital Lease, CEMEX Bétons NO	Capital Lease	EUR 53,265	CEMEX Granulats	None	GE Capital CDG	Leased Asset	5-Aug-20
Capital Lease, CEMEX Bétons CO	Capital Lease	EUR 53,398	CEMEX Granulats	None	GE Capital CDG	Leased Asset	8-Aug-20
Capital Lease, CEMEX Bétons SE	Capital Lease	EUR 54,973	CEMEX Granulats	None	GE Capital CDG	Leased Asset	23-Sep-20
Capital Lease, CEMEX Bétons SE	Capital Lease	EUR 168,756	CEMEX Granulats	None	GE Capital CDG	Leased Asset	2-Dec-20
Capital Lease, CEMEX Granulats	Capital Lease	EUR 303,447	CEMEX Granulats	None	CA Lease	Leased Asset	8-Dec-20

Part III. Non Obligor Capital Leases

Obligation	Type	Outstanding Principal Amounts	Obligor	Guarantor(s)	Bank Party	Security	Maturity
Capital Lease, CEMEX Granulats	Capital Lease	EUR 368,284	CEMEX Granulats	CEMEX France Gestion	CAPITOLE Finance	Leased Asset	20-Sep-19
Capital Lease, CEMEX Granulats	Capital Lease	EUR 107,926	CEMEX Granulats	None	LIEBHERR	Leased Asset	31-Jan-22
Capital Lease, Kadmani Readymix Concrete	Capital Lease	ILS 436,742	Kadmani Readymix Concrete	None	Kalmobil	Leased Asset	1-Jun-19

SCHEDULE 11
EXISTING SECURITY AND QUASI-SECURITY

(Figures in Millions $ as at 30 June 2017 and not including Transaction Security)[83]

CEMEX Subsidiary	Counterparty	Lien Concept	Maturity Date	Secured Amount	Agreement Type
CEMEX S.A.B. de C.V.	Bank of America	Cash Collateral	Open Ended	2.91	ISDA Master Agreement dated
CEMEX Agregados, S.A.	Banorte	Plant Equipment Lien	1-Oct-21	4.22	Capital Lease
CEMEX México, S.A. de C.V.	Briggs (Arrendadora)	Plant Equipment Lien	10-Sep-19	2.55	Capital Lease
CEMEX Colombia	Liberty	Cash Collateral	Open Ended	2.05	Bank Guarantee
CEMEX Colombia, S.A.	Bancolombia	Plant Equipment Lien	1-Sep-17	1.17	Capital Lease
CEMEX Colombia, S.A.	Banco de Bogota	Plant Equipment Lien	1-Sep-17	0.33	Capital Lease
CEMEX Colombia, S.A.	Helm Bank	Plant Equipment Lien	1-Sep-17	0.37	Capital Lease
CEMEX Concretos, S.A. de C.V.	Grupo Financiero Banorte S.A.B. de C.V.	Plant Equipment Lien	1-Aug-15	2.35	Capital Lease
CEMEX Construction Materials Florida	Lake Louisa, LLC	Land Lien	1-Apr-22	5.00	Capital Lease
CEMEX Construction Materials	Bank of America Leasing	Mobile Equipment Lien	1-Nov-19	0.95	Capital Lease
CEMEX Construction Materials	BMO	Mobile Equipment Lien	6-Jun-21	2.07	Capital Lease
CEMEX Construction Materials	Capital Source	Mobile Equipment Lien	1-Jul-19	0.10	Capital Lease
CEMEX Construction Materials	Caterpillar	Mobile Equipment Lien	12-Aug-21	3.07	Capital Lease
CEMEX Construction Materials	CIT Financial	Mobile Equipment Lien	1-Jan-19	2.36	Capital Lease
CEMEX Construction Materials	Daimler Truck Finance	Mobile Equipment Lien	15-Dec-20	17.43	Capital Lease
CEMEX Construction Materials	DE Lage Landen	Mobile Equipment Lien	15-Feb-18	0.48	Capital Lease
CEMEX Construction Materials	John Deere	Mobile Equipment Lien	1-Jun-21	1.04	Capital Lease
CEMEX Construction Materials	Paccar Financial	Mobile Equipment Lien	10-Oct-21	52.06	Capital Lease

83 This information was not updated on the 2019 Amendment Effective Date, the 2019 Further Amendment Effective Date, the 2020 Amendment Effective Date or the 2020 Further Amendment Effective Date and therefore this schedule still contains historical Leases. As from the 2019 Amendment Effective Date, Capital Leases are no longer included in the definition of Financial Indebtedness.

CEMEX Subsidiary	Counterparty	Lien Concept	Maturity Date	Secured Amount	Agreement Type
CEMEX Construction Materials	Siemens Financial	Mobile Equipment Lien	14-Feb-21	0.40	Capital Lease
CEMEX Construction Materials	Signature Financial	Mobile Equipment Lien	1-Mar-21	0.46	Capital Lease
CEMEX Construction Materials	Universal Equipment Finance	Mobile Equipment Lien	28-Aug-19	6.34	Capital Lease
CEMEX Construction Materials	VFS Leasing Co.	Mobile Equipment Lien	28-Apr-21	6.75	Capital Lease
CEMEX Construction Materials	Citizens	Plant Equipment Lien	1-Aug-26	2.32	Capital Lease
CEMEX Construction Materials	North American Coal Company	Plant Equipment Lien	28-Dec-18	1.06	Capital Lease
CEMEX Construction Materials	RBS Asset Finance	Plant Equipment Lien	1-Feb-19	12.38	Capital Lease
CEMEX Deutschland AG	akf leasing GmbH & Co. KG	Plant Equipment Lien	30-Nov-19	0.14	Capital Lease
CEMEX Deutschland AG	Bayern LB	Cash Collateral	Revolving	1.02	Bank Guarantees (local government: gravel and sand mining supply)
CEMEX Deutschland AG	Bayern LB	Cash Collateral	Revolving	0.07	Bank Guarantees (local government: gravel and sand mining supply + customer)
CEMEX Deutschland AG	Bayern LB	Cash Collateral	Revolving	0.08	Bank Guarantees (local government: cement plant)
CEMEX Deutschland AG	Commerzbank	Cash Collateral	Revolving	3.34	Bank Guarantees
CEMEX Deutschland AG	HypoVereinsban (Unicredit)	Cash Collateral	Revolving	1.59	Daily Cash Operations
CEMEX Deutschland AG	HypoVereinsban (Unicredit)	Cash Collateral	Revolving	0.70	Bank Guarantees
CEMEX Deutschland AG	Private Investor Günter Wunder	Servitude	31-Dec-17	6.51	Plant Investment + Operating Lease - Project Kieswerk Löwen GmbH
CEMEX Deutschland AG	PUTZMEISTER Concrete Pumps GmbH	Plant Equipment Lien	31-Jan-19	0.30	Capital Lease
CEMEX Deutschland AG	Schwing GmbH	Plant Equipment Lien	25-Oct-18	0.15	Capital Lease
CEMEX Deutschland AG	TBI Transportbeton Ingolstadt GmbH & Co. KG	Plant Equipment Lien	Unlimited	0.26	Capital Lease
CEMEX Deutschland AG	TBI Transportbeton Ingolstadt GmbH & Co. KG	Plant Equipment Lien	Unlimited	0.07	Capital Lease

CEMEX Subsidiary	Counterparty	Lien Concept	Maturity Date	Secured Amount	Agreement Type
Cemex España	Autoridad Portuaria Alicante	Cash Collateral	1-Jan-20	0.00	Bond
CEMEX Falcon LLC	Ministry of Labour	Cash Collateral	Open Ended	0.00	Labor GTEE - required by gov. authority
CEMEX Granulats SO	CATERPILLAR Finance	Mobile Equipment Lien	19-Jun-18	0.14	Capital Lease
CEMEX Granulats RM	CATERPILLAR Finance	Mobile Equipment Lien	29-Jun-18	0.14	Capital Lease
CEMEX Granulats RM	CATERPILLAR Finance	Mobile Equipment Lien	30-Jul-18	0.27	Capital Lease
CEMEX Granulats	CATERPILLAR Finance	Mobile Equipment Lien	9-Jul-19	0.24	Capital Lease
CEMEX Granulats	CATERPILLAR Finance	Mobile Equipment Lien	9-Nov-19	0.41	Capital Lease
CEMEX Granulats RM	CATERPILLAR Finance	Mobile Equipment Lien	9-Jul-20	0.19	Capital Lease
CEMEX Granulats SO	CATERPILLAR Finance	Mobile Equipment Lien	19-Jul-20	0.18	Capital Lease
CEMEX Granulats RM	CATERPILLAR Finance	Mobile Equipment Lien	30-Jul-20	0.26	Capital Lease
CEMEX Granulats	CATERPILLAR Finance	Mobile Equipment Lien	31-Dec-20	0.3	Capital Lease
CEMEX France	CM-CIC Bail	Mobile Equipment Lien	4-Sep-19	1.53	Capital Lease
CEMEX Granulats RM	KOMATSU Finance	Mobile Equipment Lien	20-Apr-19	0.04	Capital Lease
CEMEX Granulats	KOMATSU Finance	Mobile Equipment Lien	1-Aug-20	0.15	Capital Lease
CEMEX Granulats	KOMATSU Finance	Mobile Equipment Lien	1-Nov-20	0.24	Capital Lease
CEMEX Bétons SE	KOMATSU Finance	Mobile Equipment Lien	27-Nov-20	0.07	Capital Lease
CEMEX Granulats	KOMATSU Finance	Mobile Equipment Lien	1-Nov-21	0.65	Capital Lease
CEMEX Granulats	GE Capital CDG	Mobile Equipment Lien	1-Apr-19	0.18	Capital Lease
CEMEX Granulats SO	GE Capital CDG	Mobile Equipment Lien	27-Aug-19	0.17	Capital Lease
CEMEX Granulats SO	GE Capital CDG	Mobile Equipment Lien	24-Aug-19	0.17	Capital Lease
CEMEX Granulats	GE Capital CDG	Mobile Equipment Lien	1-Jul-19	0.04	Capital Lease
CEMEX Granulats	GE Capital CDG	Mobile Equipment Lien	14-Aug-19	0.16	Capital Lease
CEMEX Granulats	GE Capital CDG	Mobile Equipment Lien	3-Sep-19	0.16	Capital Lease
CEMEX Granulats	GE Capital CDG	Mobile Equipment Lien	25-Aug-19	0.17	Capital Lease
CEMEX Granulats	GE Capital CDG	Mobile Equipment Lien	9-Jul-20	0.06	Capital Lease
CEMEX Granulats	GE Capital CDG	Mobile Equipment Lien	5-Aug-20	0.06	Capital Lease
CEMEX Granulats	GE Capital CDG	Mobile Equipment Lien	8-Aug-20	0.06	Capital Lease
CEMEX Granulats	GE Capital CDG	Mobile Equipment Lien	23-Sep-20	0.06	Capital Lease
CEMEX Granulats	GE Capital CDG	Mobile Equipment Lien	2-Dec-20	0.19	Capital Lease
CEMEX France	CAPITOLE Finance	Mobile Equipment Lien	1-Apr-19	0.42	Capital Lease
CEMEX France	CA Lease	Mobile Equipment Lien	8-Dec-20	0.35	Capital Lease
CEMEX France	LIEBHERR	Mobile Equipment Lien	31-Jan-22	0.12	Capital Lease

CEMEX Subsidiary	Counterparty	Lien Concept	Maturity Date	Secured Amount	Agreement Type
CEMEX Logistik GmbH	F.X. MEILLER Fahrzeug- und Maschinenfabrik-GmbH & Co. KG	Plant Equipment Lien	30-Nov-20	0.10	Capital Lease
CEMEX Logistik GmbH	F.X. MEILLER Fahrzeug- und Maschinenfabrik-GmbH & Co. KG	Plant Equipment Lien	31-Mar-19	0.14	Capital Lease
CEMEX Logistik GmbH	Langendorf GmbH	Plant Equipment Lien	30-Nov-20	0.38	Capital Lease
CEMEX Materials	RBS	Plant Equipment Lien	1-Feb-19	13.71	Capital Lease
CEMEX Materials	ALICO	Plant Equipment Lien	1-Dec-18	0.57	Capital Lease
CEMEX Materials	KROME	Plant Equipment Lien	1-Dec-18	0.52	Capital Lease
CEMEX México, S.A. de C.V.	Hewlett Packard	Plant Equipment Lien	25-Jul-18	0.63	Capital Lease
Cemex Philippines	Paramount Ins	Cash Collateral	Open Ended	0.01	Judicial (labor case)
Cemex Polska Sp. z o.o.	ING LEASE	Plant Equipment Lien	15-Apr-18	0.72	Capital Lease
Cemex Polska Sp. z o.o.	ING LEASE	Plant Equipment Lien	2-Feb-20	0.72	Capital Lease
Cemex Polska Sp. z o.o.	ING LEASE	Plant Equipment Lien	26-Apr-20	0.41	Capital Lease
Cemex Polska Sp. z o.o.	ING LEASE	Plant Equipment Lien	2-Oct-20	1.41	Capital Lease
Cemex Polska Sp. z o.o.	SG Equipment Finance	Plant Equipment Lien	5-Apr-22	0.64	Capital Lease
Cemex Polska Sp. z o.o.	SG Equipment Finance	Plant Equipment Lien	5-Oct-22	0.08	Capital Lease
Cemex Polska Sp. z o.o.	SG Equipment Finance	Plant Equipment Lien	25-Oct-22	0.08	Capital Lease
Cemex Polska Sp. z o.o.	De Lage Landen	Plant Equipment Lien	25-Jul-17	0.07	Capital Lease
CEMEX Supermix LLC	Ministry of Labour	Cash Collateral	Open Ended	0.53	Labor GTEE - required by gov. authority
CEMEX Topmix LLC	EPPCO	Cash Collateral	Open Ended	0.03	Supply of Petroleum Products (Treasury Transaction)
CEMEX UK Operations Limited	Volvo Financial Services	Mobile Equipment Lien	20-Dec-18	1.91	Capital Lease
CEMEX UK Operations Limited	Hampshire County Council	Cash Collateral	1-Sep-21	0.05	Cash collateral required for extraction of mineral reserves. Supplemented by a performance bond.
CX UK MATERIALS LTD	CAT Financial Services	Plant Equipment Lien	29-Nov-20	2.51	Capital Lease
Gulf Quarries (CEMEX Topmix LLC)	Ministry of Labour	Cash Collateral	Open Ended	0.03	Labor GTEE - required by gov. authority
Kadmani Readymix Concrete LTD	Kalmobil	Plant Equipment Lien	1-Jun-19	0.13	Capital Lease

CEMEX Subsidiary	Counterparty	Lien Concept	Maturity Date	Secured Amount	Agreement Type
RMC Aggregates	Tenaga Nasional Berhad	Cash Collateral	Open Ended	0.01	Cash Deposit
RMC Concrete	Dewan Bandaraya Kuala Lumpur	Cash Collateral	Open Ended	0.06	Cash Deposit
RMC Concrete	Dewan Bandaraya Kuala Lumpur	Cash Collateral	Open Ended	0.06	Cash Deposit
RMC Concrete	Dewan Bandaraya Kuala Lumpur	Cash Collateral	Open Ended	0.06	Cash Deposit
RMC Concrete	Tenaga Nasional Berhad	Cash Collateral	Open Ended	0.00	Cash Deposit
Solid Cement Corporation	Intra Strata Insurance Co.	Cash Collateral	Open Ended	1.44	IQAC Tax Cases
Solid Cement Corporation	San Miguel Electric Corporation (SMELC)	Cash Collateral	6-Oct-16	0.40	Distribution Wheeling Services Bill Deposit
Solid Cement Corporation	Sinoma Energy Conservation (Philippines) Waste Heat Recovery Co., Inc.	Cash Collateral	9-Apr-30	0.38	Security Deposit for Power purchase

Note: This Schedule 11 (*Existing Security and Quasi-Security*) contains Security and Quasi-Security in relation to the Financial Indebtedness which does not share in the Transaction Security. It does not include any Financial Indebtedness which does share in the Transaction Security (which includes any Financial Indebtedness permitted to share in the Transaction Security pursuant to the terms of this Agreement and the Intercreditor Agreement).

SCHEDULE 12
PROCEEDINGS PENDING OR THREATENED

Regulatory Matters and Legal Proceedings
As of June 15, 2017[84]

A description of material regulatory matters and legal proceedings affecting us is provided below.

Antitrust Proceedings

Polish Antitrust Investigation. On January 2, 2007, CEMEX Polska received a notification from the Polish Competition and Consumer Protection Office (the "Protection Office") informing it of the formal initiation of an antitrust proceeding against all cement producers in Poland, including CEMEX Polska and another of our indirect subsidiaries in Poland. The notification alleged that there was an agreement between all cement producers in Poland regarding prices and other sales conditions for cement, an agreed division of the market with respect to the sale and production of cement, and the exchange of confidential information, all of which limited competition in the Polish market with respect to the production and sale of cement. On December 9, 2009, the Protection Office delivered to CEMEX Polska its decision against Polish cement producers related to an investigation which covered a period from 1998 to 2006. The decision imposed fines on a number of Polish cement producers, including CEMEX Polska. The fine imposed on CEMEX Polska was approximately Polish Zloty 115.56 million (approximately U.S.$29.19 million as of March 31, 2017, based on an exchange rate of Polish Zloty 3.9582 to U.S.$1.00), which is approximately 10% of CEMEX Polska's total revenue in 2008.

CEMEX Polska disagreed with the decision, denied that it committed the practices alleged by the Protection Office and, therefore, on December 23, 2009, CEMEX Polska filed an appeal before the Polish Court of Competition and Consumer Protection in Warsaw (the "First Instance Court"). After a series of hearings, on December 13, 2013, the First Instance Court issued its judgment in regards with the appeals filed by CEMEX Polska and other cement producers, which were previously combined into a joint appeal. The First Instance Court reduced the penalty imposed on CEMEX Polska to approximately Polish Zloty 93.89 million (approximately U.S.$23.72 million as of March 31, 2017 based on an exchange rate of Polish Zloty 3.9582 to U.S.$1.00), which is equal to 8.125% of CEMEX Polska's revenue in 2008. On May 8, 2014, CEMEX Polska filed an appeal against the First Instance Court judgment before the Appeals Court in Warsaw. After several hearings in the Appeals Court, on a hearing held on March 11, 2016, the Appeals Court did not announce a final judgment; instead, it reopened the hearing phase which had been closed on February 26, 2016. The parties involved were informed that the Appeals Court will ask certain questions to the Polish Constitutional Tribunal regarding the conformity with the Polish Constitution of the calculation of the reduced penalty imposed on CEMEX Polska. The Constitutional Tribunal by the decision taken on 5th of April 2017 (without the hearing) rejected to answer the questions of the Appeal Court due to secondary formal reasons informing the Court that it is entitled to interpret independently the competition law rules in a way to assure their compliance with the Polish Constitution for purpose of this particular court case. The files of the case were returned to the Appeal Court in the beginning of May, 2017. CEMEX Poland currently estimates that the case will speed up and the Appeal Court may issue its final decision in the case by the end of September 2017. The above-mentioned penalty is not enforceable until the Appeals Court issues its final judgment and if the penalty is maintained in the Appeals Court final resolution, then the penalty will be payable within 14 calendar days of the announcement of the Appeals Court order regarding its final resolution. CEMEX Polska has created the accounting provision in relation with this proceeding in an amount equal to 100% of the reduced penalty of the First Instance Court judgment. As of June 15, 2017, we do not expect that an adverse resolution to this matter would have a material adverse impact on our results of operations, liquidity and financial condition.

Antitrust Investigation in Spain by the CNMC. On September 16 and 17, 2014, the Competition Directorate (*Dirección de Competencia*) of the Spanish National Commission of Markets and Competition (*Comisión Nacional de los Mercados y la Competencia*) ("CNMC"), in the context of an investigation of the Spanish cement, ready-mix concrete and related products industry regarding alleged anticompetitive practices, inspected one of our facilities in Spain. On January 12, 2015, CEMEX España Operaciones was

84 This information was not updated on the 2019 Amendment Effective Date, the 2019 Further Amendment Effective Date, the 2020 Amendment Effective Date or the 2020 Further Amendment Effective Date.

notified of the initiation by the CNMC of a disciplinary proceeding for alleged prohibited conducts pursuant to Article 1 of the Spanish Competition Law (*Ley 15/2007, de 3 de Julio, de Defensa de la Competencia*). On November 19, 2015, CEMEX España Operaciones was notified that the alleged anticompetitive practices covered the year 2013 for the cement market and the years 2008, 2009, 2012, 2013 and 2014 for the ready-mix market. On March 8, 2016, the Competition Directorate (*Dirección de Competencia*) notified CEMEX España Operaciones of a resolution proposal (*propuesta de resolución*) which considers that the alleged anti-competitive practices were carried out in the markets and years previously indicated. Thereafter, CEMEX España Operaciones submitted allegations rejecting the resolution proposal. On September 8, 2016, CEMEX España Operaciones was notified of a decision issued by the CNMC pursuant to which CEMEX España Operaciones has been required to pay a fine of €5,865,480 (approximately U.S.$6.25 million as of March 31, 2017, based on an exchange rate of €0.9380 to U.S.$1.00). On November 7, 2016, CEMEX España Operaciones filed an appeal before the National Court (*Audiencia Nacional*) against the CNMC's decision. The National Court has been requested to suspend the sanction, and, by a resolution issued on December 22, 2016, the National Court granted the requested suspension, subject to issuance of a bank guarantee for the principal amount of the sanction. The CNMC has been notified of both the interposition of the appeal and the request for suspension. As of June 15, 2017, we do not expect that an adverse resolution to this matter would have a material adverse impact on our results of operations, liquidity and financial condition.

Antitrust Investigation in Colombia. On September 5, 2013, CEMEX Colombia was notified of Resolution No. 49141 dated August 21, 2013, issued by the Colombian Superintendency of Industry and Commerce (*Superintendencia de Industria y Comercio*) ("SIC") pursuant to which the SIC opened an investigation and issued a statement of objections (*pliego de cargos*) against five cement companies and fourteen directors of those companies, including CEMEX Colombia, for alleged anti-competitive practices. On October 7, 2013, CEMEX Colombia answered the statement of objections and submitted evidence. The investigated parties are accused of allegedly breaching: (i) Article 1 of Law 155 of 1959, which prohibits any kind of practice, procedure or system designed to limit free competition and determining or maintaining unfair prices; (ii) numeral 1 of Article 47 of Decree 2153 of 1992, which prohibits any agreements designed to directly or indirectly fix prices; and (iii) numeral 3 of Article 47 of Decree 2153 of 1992, which prohibits any market sharing agreements between producers or between distributors. Additionally, the fourteen executives, including a former legal representative and the current President of CEMEX Colombia, are being investigated for allegedly breaching paragraph 16 of Article 4 of Decree 2153 of 1992, as amended by Article 26 of Law 1340 of 2009, which provides that the SIC may investigate and sanction any individual who collaborates, facilitates, authorizes, executes or tolerates behavior that violates free competition rules. Although the SIC announced three charges, only two of them were under investigation, namely, price fixing agreements and market sharing agreements.

If the alleged infringements investigated by the SIC are substantiated, aside from any measures that could be ordered to stop the alleged anti-competitive practices, the following penalties may be imposed against CEMEX Colombia pursuant to Law 1340 of 2009: (i) up to 100,000 times the legal monthly minimum wage, which equals approximately 58,950 million Colombian Pesos (approximately U.S.$20.46 million as of March 31, 2017, based on an exchange rate of 2,880.24 Colombian Pesos to U.S.$1.00) for each violation and to each company being declared in breach of the competition rules, and (ii) up to 2,000 times the legal monthly minimum wage, which equals approximately 1,179 million Colombian Pesos (approximately U.S.$409,340.89 as of March 31, 2017, based on an exchange rate of 2,880.24 Colombian Pesos to U.S.$1.00) against those individuals found responsible of collaborating, facilitating, authorizing, executing or tolerating behavior that violates free competition rules. On December 18, 2014, a hearing regarding this matter took place and the parties involved presented their closing arguments. A non-binding report which contains an analysis of all evidence gathered during the investigation and which could provide a recommendation to impose sanctions or to close the investigation is expected to be issued by the Superintendent Delegate for Competition Protection for the benefit of the SIC. As of June 15, 2017, this non-binding report has not been issued and we cannot estimate when it will be issued. Once the non-binding report is issued, the investigated parties will have twenty business days to file their final arguments against it. If the SIC decides to impose a sanction against CEMEX Colombia, we have the possibility of filing several recourses that are available to us, including a reconsideration request before the SIC and, if the reconsideration request does not succeed, challenging the validity of the SIC's decision before the Colombian Administrative Courts, which could take more than six years in order to have a final decision. At this stage of the investigations, as of June 15, 2017, we are not able to assess the likelihood of the SIC imposing any

measures and/or penalties against CEMEX Colombia, but if any penalties are imposed, as we do not expect such penalties would be for the maximum amounts permitted by applicable laws and because there are recourses available to us that would take a considerable amount of time to get resolved, we do not expect this matter to have a material adverse impact on our results of operations, liquidity and financial condition.

Information Request in Costa Rica. In March 2016, the Competition Directorate of Costa Rica notified CEMEX Costa Rica of a formal information request that has the objective of calculating the cement market share in Costa Rica and the geographical areas in which CEMEX Costa Rica has a presence. The Competition Directorate of Costa Rica is requesting this information as a result of a claim made by a third party. CEMEX Costa Rica delivered the requested information also during March 2016. In July 2016, the Competition Directorate of Costa Rica resolved that there is no evidence of anti-competitive practice and took no further action with respect to the claim.

Environmental Matters

In the ordinary course of business, we are subject to a broad range of environmental laws and regulations in each of the jurisdictions in which we operate. These laws and regulations impose increasingly stringent environmental protection standards regarding, among other things, air emissions, wastewater discharges, the use and handling of hazardous waste or materials, waste disposal practices and the remediation of environmental damage or contamination. These laws and regulations expose us to the risk of substantial environmental costs and liabilities, including liabilities associated with divested assets and past activities and, in some cases, the acts and omissions of the previous owners or operators of a property or facility that we own or operate. Furthermore, in some jurisdictions, certain environmental laws and regulations impose liability without regard to fault or the legality of the original activity at the time of the actions giving rise to liability. To prevent, control and remediate environmental problems and maintain compliance with regulatory requirements, in line with our global initiatives on environmental management, we maintain an environmental policy designed to monitor and control environmental matters. Our environmental policies require that each of our subsidiaries respect and comply with local laws and meet our own internal standards to minimize the use of non-renewable resources and the generation of hazardous and other wastes. We use processes that are designed to reduce the impact of our operations on the environment throughout all the production stages in all our operations worldwide. In addition, during 2012 we started the implementation of a global EMS at our operating sites that provides a framework to facilitate the consistent and systematic implementation of practical, risk-based environmental management at all sites. As of June 15, 2017, we expect to finish the implementation of the EMS at all of our operating sites by December 31, 2020. It will be used to support sites and businesses across CEMEX globally to document, maintain and continuously improve our environmental performance. We believe that, as of June 15, 2017, a substantial part of our operations already comply with all material environmental laws applicable to us, as the majority of our cement plants already have some kind of EMS (most of which are ISO 14000 certified by the International Organization for Standardization ("ISO")), with the remaining implementation efforts directed mainly on our aggregates and ready-mix plants.

We regularly incur capital expenditures that have an environmental component or that are impacted by environmental regulations. However, we do not keep separate accounts for such mixed capital and environmental expenditures. Environmental expenditures that extend the life, increase the capacity, improve the safety or efficiency of assets or are incurred to mitigate or prevent future environmental contamination may be capitalized. Other environmental costs are expensed when incurred. For the years ended December 31, 2014, 2015 and 2016, our sustainability capital expenditures (including our environmental expenditures and investments in alternative fuels and cementitious materials) were approximately U.S.$85.1 million, approximately U.S.$86.03 million and approximately U.S.$79.9 million, respectively. As of June 15, 2017, we do not expect a material increase in our environmental expenditures in 2017.

The following is a discussion of environmental regulations and related matters in our major markets.

Mexico. We were one of the first industrial groups in Mexico to sign an agreement with the Mexican Ministry of Environment and Natural Resources (*Secretaría del Medio Ambiente y Recursos Naturales*) ("SEMARNAT") to carry out voluntary environmental audits in our 15 Mexican cement plants under a government-run program. In 2001, the Mexican Environmental Protection Agency (*Procuraduría Federal de Protección al Ambiente*), which is part of SEMARNAT, completed the audit of our cement plants and awarded each of them a Clean Industry Certificate (*Certificado de Industria Limpia*) ("CIC") certifying that our cement plants are in full compliance with applicable environmental laws. The CICs are subject to renewal every two years. As of June 15, 2017, our operating cement plants had CICs or were in the process of renewing them. We expect the renewal of all currently expired CICs.

For over a decade, the technology for co-processing used tires into an energy source has been employed in our plants located in Ensenada and Huichapan. By the end of 2016, almost all our cement plants in Mexico were using tires as an alternative fuel (except for installations in Torreon and Valles). Municipal collection centers in the cities of Tijuana, Mexicali, Ensenada, Mexico City, Reynosa, Nuevo Laredo and Guadalajara currently enable us to seize as alternative fuel an estimated 24,000 tons of tires per year. Overall, approximately 14.02% of the total fuel used in our operating cement plants in Mexico during 2016 was comprised of alternative fuels.

Between 1999 and June 15, 2017, our operations in Mexico have invested approximately U.S.$114.96 million in the acquisition of environmental protection equipment and the implementation of the ISO 14001:2004 environmental management standards of ISO. The audit to obtain the renewal of the ISO 14001:2004 certification took place during the first quarter of 2015 and our operating cement plants in Mexico obtained the renewal of the ISO 14001:2004 certification for environmental management systems which is valid for a three year period.

On June 6, 2012 the General Law on Climate Change (*Ley General de Cambio Climático*) (the "Climate Change Law") was published in the Mexican Official Gazette. The Climate Change Law establishes a legal framework to regulate policies for climate change mitigation and adaptation. Many important provisions require the development of secondary legislation, and depend on the publication of subsequent implementing regulations. For instance, the Climate Change Law provides, among others, for (i) the elaboration of a registry of the emissions that are generated by fixed sources, (ii) companies to report their emissions, if required, and (iii) the application of fines to those companies that fail to report or that report false information. In this regard, on October 29, 2014, the Regulations to the General Law on Climate Change Regarding the National Registry of Emissions (*Reglamento de la Ley General de Cambio Climático en Materia del Registro Nacional de Emisiones*) (the "Regulations") became effective. The purpose of the Regulations is to govern the Climate Change Law regarding the National Registry of Emissions, identifying the sectors and subsectors, which include among others, the cement industry, that must file the corresponding reports before the National Registry of Emissions. We had previously reported our direct and indirect carbon dioxide emissions to SEMARNAT under a voluntary scheme. The Climate Change Law also allows for the establishment of specific greenhouse gas reduction targets in accordance with the respective contribution of each economic sector to the national greenhouse gas emissions. We cannot estimate at this time the impact, if any, that any measures related to this may have upon our operations in Mexico. Although the Climate Change Law does not establish a program for emissions trading, it does vest on the Mexican federal government the power to create, authorize and regulate such a scheme, which may be voluntary or binding. We are closely observing the development of implementing regulations and, as of June 15, 2017, we cannot estimate the impact, if any, that any measures related to this may have upon our operations in Mexico. A Special Tax on Production and Services (*Impuesto Especial Sobre Producción y Servicios*) on the sale and import of fossil fuels was included in the tax reform that became effective on January 1, 2014. For 2017, petroleum coke, a primary fuel widely used in our kilns in Mexico has been taxed at a rate of Ps17.15 (approximately U.S.$0.84 as of March 31, 2017, based on an exchange rate of Ps18.73 to U.S.$1.00) per ton.

On August 12, 2014, a package of energy reform legislation became law in Mexico. The then newly enacted energy reform legislation, which included nine new laws, as well as amendments to existing laws, implemented the December 2013 constitutional energy reform and established a new legal framework for Mexico's energy industry. One of the new laws that was enacted is the Electric Industry Law (*Ley de la Industria Eléctrica*) (the "Electric Industry Law"), which establishes a legal framework for electricity-related activities in Mexico, which has the effect of structurally changing the national electric industry. On October 31, 2014, certain rules and regulations related to the energy reform legislation, including the regulations of the Electric Industry Law, were published. As part of the Electric Industry Law, a system for tradable clean energy certificates was created and certain clean energy procurement obligations were imposed on consumers. The clean energy procurement obligations for 2018 to 2022 have been announced at 5%, 5.8%, 7.4%, 10.9% and 13.9%, respectively, and this requirement is expected to increase in subsequent years. CEMEX's operations in Mexico have ongoing commitments to procure power from renewable projects operating under the "self-supply" framework of the former Electric Energy Public Service Law, and the

energy supplied under these contracts is exempted from the clean energy obligation. Nonetheless, starting in 2018, we will be required to acquire clean energy certificates to comply with the clean energy obligations for the fraction of energy supply that does not come from clean generators. Over time, according to the penalty levels set by the Mexican Energy Regulatory Commission (*Comisión Reguladora de Energía*), non-compliance with the clean energy procurement obligations could have a material adverse impact on our business or operations.

On September 8, 2015, the Electricity Market Rules (*Bases del Mercado Eléctrico*) (the "Rules") were published in the Federal Official Gazette and became effective on September 9, 2015. The Rules, which are an important step forward in the implementation of the reforms enacted regarding Mexico's energy industry, contain the design and operation principles of the different components of the wholesale electricity market (the "Electricity Market"). As of June 15, 2017, we do not participate in the Electricity Market but have submitted offers at long-term clean power auctions for certain projects we are developing.

During 2016 a new electrical standard code was issued in Mexico (Codigo de Red). The Code establishes new standards for electrical operation that will be enforced starting on 2018 to consumers connected to the national grid. The implementation of the Code may require investments across our operating assets in Mexico, An assessment has started and the specific investments will be identified by the end of 2017, at this moment we cannot determine if those required investments, if any, may be material.

United States. Our operating subsidiaries in the United States are subject to a wide range of U.S. federal, state and local laws, regulations and ordinances dealing with the protection of human health and the environment that are strictly enforced and can lead to significant monetary penalties for noncompliance. These laws and regulations expose us to the risk of substantial environmental costs and liabilities, including liabilities associated with divested assets and past activities and, in some cases, the acts and omissions of the previous owners or operators of a property or facility. These laws regulate, among other things, water discharges, noise, and air emissions, including dust, as well as the handling, use and disposal of hazardous and non-hazardous waste materials. Certain laws also create a shared liability scheme under which parties are held responsible for the cost of cleaning up releases to the environment of designated hazardous substances. We therefore may have to conduct environmental remediation associated with the disposal or release of hazardous substances at our various operating facilities, or at sites in the United States to which we sent hazardous waste for disposal. We believe that our current procedures and practices for handling and managing materials are generally consistent with industry standards and legal and regulatory requirements, and that we take appropriate precautions to protect employees and others from harmful exposure to hazardous materials.

As of March 31, 2017, CEMEX, Inc. and its subsidiaries had accrued liabilities specifically relating to environmental matters in the aggregate amount of approximately U.S.$31.99 million. The environmental matters relate to (i) the disposal of various materials, in accordance with past industry practice, that might be categorized as hazardous substances or wastes, and (ii) the cleanup of hazardous substances or wastes at sites used or operated by CEMEX, Inc. and its subsidiaries including discontinued operations, either individually or jointly with other parties. Most of the proceedings are in the preliminary stages, and a final resolution might take several years. For purposes of recording the provision, CEMEX, Inc. and its subsidiaries consider that it is probable that a liability has been incurred and the amount of the liability is reasonably estimable, whether or not claims have been asserted, and without giving effect to any possible future recoveries. Based on information developed to date, CEMEX, Inc. does not believe it will be required to spend significant sums on these matters, in excess of the amounts previously recorded. The ultimate cost that might be incurred to resolve these environmental issues cannot be assured until all environmental studies, investigations, remediation work, and negotiations with, or litigation against, potential sources of recovery have been completed.

In 2007, the EPA launched a CAA enforcement initiative against the U.S. cement industry. The primary goal of the initiative is to assess the industry's historic compliance with the CAA's New Source Review program and to reduce emissions from the industry through the installation of add-on controls. CEMEX has actively engaged with the EPA on its investigations, which involve multiple CEMEX facilities, and has entered into four settlements involving a total of U.S.$6.1 million in civil penalties and a commitment to incur certain capital expenditures for pollution control equipment at its Victorville, California, Fairborn (divested on February 10, 2017), Ohio, Lyons, Colorado, Knoxville, Tennessee, Louisville, Kentucky, Demopolis, Alabama, Odessa, Texas (divested on November 18, 2016) and New Braunfels, Texas plants. Based on our past experience with such matters and currently available information, as of June 15, 2017, we believe any further proceedings will not have a material adverse impact on our results of operations, liquidity and financial condition.

In 2002, CEMEX Construction Materials Florida, LLC (formerly Rinker Materials of Florida, Inc.) ("CEMEX Florida"), a subsidiary of CEMEX, Inc., was granted a federal quarry permit and was the beneficiary of another federal quarry permit for the Lake Belt area in South Florida. The permit held by CEMEX Florida covered CEMEX Florida's SCL and FEC quarries. CEMEX Florida's Kendall Krome quarry is operated under the permit of which it was a beneficiary. The FEC quarry is the largest of CEMEX Florida's quarries measured by volume of aggregates mined and sold. CEMEX Florida's Miami cement mill is located at the SCL quarry and is supplied by that quarry, while the FEC and Kendall Krome quarries have supplied aggregates to CEMEX and third-party users. In response to litigation brought by environmental groups concerning the manner in which the federal quarry permits were granted, in January 2009, the U.S. District Court for the Southern District of Florida ordered the withdrawal of the federal quarry permits for CEMEX Florida's SCL, FEC and Kendall Krome quarries. The judge ruled that there were deficiencies in the procedures and analysis undertaken by the Army Corps of Engineers ("Corps") in connection with the issuance of the permits. Upon appeal, on January 21, 2010, the Eleventh Circuit Court of Appeals affirmed the district court's ruling withdrawing the federal quarry permits for the three CEMEX Florida quarries as well as other third-party federal quarry permits subject to the litigation. On January 29, 2010, the Corps completed a multi-year review commenced as a result of this litigation and issued a Record of Decision ("ROD") supporting the issuance of new federal quarry permits for the FEC and SCL quarries. Excavation of new aggregates was stopped at the FEC and SCL quarries from January 20, 2009 until new permits were issued. The FEC permit was issued on February 3, 2010, and the SCL permit on February 18, 2010. The ROD also indicated that a number of potential environmental impacts must be addressed at the wetlands located at the Kendall Krome site before a new federal quarry permit may be issued for mining at that quarry. It is unclear how long it will take to fully address the Corps' concerns regarding mining in the Kendall Krome wetlands. While no new aggregates will be quarried from wetland areas at Kendall Krome pending the resolution of the potential environmental issues, the FEC and SCL quarries will continue to operate. If CEMEX Florida is unable to maintain the new Lake Belt permits, CEMEX Florida would need to source aggregates, to the extent available, from other locations in Florida or import aggregates. This would likely affect operating income from our Florida operations. Any adverse impacts on the Florida economy arising from the cessation or significant restriction of quarrying operations in the Lake Belt area could also have a material adverse impact on our results of operations, liquidity and financial condition.

In June 2010, the EPA proposed regulating Coal Combustion Residuals ("CCRs") generated by electric utilities and independent power producers as a hazardous or special waste under the Resource Conservation and Recovery Act. CEMEX uses CCRs as a raw material in the cement manufacturing process, as well as a supplemental cementitious material in some of our ready-mix concrete products. On December 19, 2014, the EPA issued a final rule on the regulation of CCRs (the "Final Rule"). As of June 15, 2017, we expect that the effects of the Final Rule will not have a material adverse impact on our results of operations, liquidity and financial condition.

We are subject to a number of federal and state laws and regulations addressing climate change. On the federal side, EPA has promulgated a series of regulations pertaining to emissions of GHGs from industrial sources. EPA issued the Mandatory Reporting of GHGs Rule, effective December 29, 2009, which requires certain covered sectors, including cement manufacturing, with GHG emissions above an established threshold to inventory and report their GHG emissions annually on a facility-by-facility basis. In 2010, EPA issued a final rule that establishes GHG thresholds for the New Source Review Prevention of Significant Deterioration ("PSD") and Title V Operating Permit programs. The rule "tailors" the requirements of these CAA permitting programs to limit which facilities will be required to obtain PSD and Title V permits for GHG emissions. Cement production facilities are included within the categories of facilities required to obtain permits, provided that their GHG emissions exceed the thresholds in the tailoring rule. The PSD program requires new major sources of regulated pollutants and major modifications at existing major sources to secure pre-construction permits that establish, among other things, limits on pollutants based on Best Available Control Technology ("BACT").

According to EPA's rules, stationary sources, such as cement manufacturing, which are already regulated under the PSD program for non-GHG pollutants, need to apply for a PSD permit for any GHG emissions increases above 75,000 tons/year of carbon dioxide equivalent ("CO2E"). Therefore, new cement plants and existing plants undergoing modification which are major sources for non-GHG pollutants regulated under the CAA need to acquire a PSD permit for construction or modification activities that increase CO2E by 75,000 or more tons/year, and would have to determine and install BACT controls for those emissions. Furthermore, any new source that emits 100,000 tons/year of CO2E or any existing source that emits 100,000 tons/year of CO2E and undergoes modifications that would increase CO2E emissions by at least 75,000 tons/year, must comply with PSD obligations. Complying with these PSD permitting requirements can involve significant costs and delay. The costs of future GHG-related regulation of our facilities through these efforts or others could have a material economic impact on our U.S. operations and the U.S. cement manufacturing industry.

With respect to state efforts to address climate change, in 2006, the State of California adopted the Global Warming Solutions Act (Assembly Bill 32 or "AB32") setting into law a goal to reduce the State's carbon dioxide emissions to 1990 levels by 2020. As part of the measures derived from AB32, the California Air Resources Board ("CARB") developed a cap-and-trade program, enforced from 2013, that covers most industrial sources of greenhouse gas emissions in the State, including cement production facilities. The program involves allocating a number of allowances free of charge to covered installations, which must subsequently surrender back to the regulator a number of allowances or qualified offset credits matching their verified emissions during the compliance period. Based on the free allowances received for the second compliance period (2015-2017), we expect that our Victorville cement plant will meet all of its compliance obligations for that period without a material impact on its operating costs. Furthermore, we are actively pursuing initiatives to substitute fossil fuels for lower carbon fuels, improve our energy efficiency and utilize renewable power in an effort to economically reduce our direct and indirect GHG emission intensities. However, even with these ongoing efforts and the expected distribution of free allowances, we cannot assure you that the overall costs of complying with a cap-and-trade program will not have a material impact on our operations in California.

In 2007, CARB approved a regulation that requires California equipment owners/operators to reduce diesel particulate and nitrogen oxide emissions from in-use off-road diesel equipment and to meet progressively more restrictive emission targets. In 2008, CARB approved a similar regulation for in-use on-road diesel equipment. The emission targets requires us to retrofit our California-based equipment with diesel emission control devices or replace equipment with new engine technology in accordance with certain deadlines. As of June 15, 2017, compliance with the CARB regulations has resulted in equipment related expenses or capital investments, including overhauling engines and purchases of new equipment directly related to the CARB regulations, in excess of U.S.$32.45 million. We may continue to incur substantial expenditures to comply with these requirements.

Europe.

General overview of EU industrial regulation

In the EU, the cement sector is subject to a range of environmental laws at EU and national EU member state ("Member State") levels. These laws can be very broadly categorized as (1) primary and direct controls placed upon their main operational activities and (2) more general legal regimes which protect different aspects of the environment across many sectors.

The primary examples of the first kind of control are the various laws governing the specific operational activities of the sector, through stringent permitting and emissions controls, which are dealt with in the main sub-section below. Examples of the second, more general, legal controls are the EU Water Framework Directive (2000/60/EC) and the EU Waste Framework Directive (2008/98/EC) which impose various obligations in relation to protection of the surface and underground water environments and the recovery, disposal and overall management of waste. In practice, the applicable substance of even these more general laws tends to filter through to the industry via the direct route of the permitting emissions control systems. However, it is important to recognize that in the EU the sector is subject to a complex web of different environmental protection laws and standards.

The EU legal system also operates in a way different to federal systems. The EU legal regime is what is referred to as “supra-national” law. It sits “above” the legal systems of the different Member States, which retain their independence subject to tight oversight from EU institutions, especially the Court of Justice, the European Commission, and the European Parliament. As such, EU law operates (in its many fields of application, including industrial regulation) in order to “control” and authoritatively interpret the legislation and implementation of law (EU and domestic) in those Member States. One of the key manifestations of this “supra-national control” are the inter-related doctrines of the supremacy of EU law and of conforming interpretation. Essentially, where an area of legal control in a Member State has its origin in an EU Directive, then the Member States must transpose the Directive fully and effectively into their domestic law and every organ of the Member State, including its regulators and its Courts, must interpret (and if necessary change) domestic law in order to conform with the objectives and the letter of the relevant EU Directive. This is of relevance to the cement sector since almost every aspect of its environmental regulation has its origins in EU legislation.

EU Industrial Permits and Emissions Controls

In the EU, the primary legal environmental controls applied to cement plants have been those EU Directives which control operational activities and emissions from those activities. Until recently, these controls were primarily derived from two EU Directives: (1) the so-called “IPPC Directives” (as described below) and (2) the Incineration Directive (as defined below). On January 6, 2011, the Industrial Emissions Directive (2010/75/EU) (“IED”) came into force. The IED recasts seven pieces of existing legislation into a single coherent legislative instrument, including the IPPC Directives and the Incineration Directive, both of which it repeals. With some exceptions, the IED retains the essential substance of the earlier Directives.

The primary EU legislative control over the sector (until the transition between 2010-2014 of the IED) was the Directive on Integrated Pollution Prevention and Control (2008/1/EC) (“IPPC Directive”). The 2008 version of this Directive was in fact an update and consolidation of an earlier Directive first promulgated in 1996. Since 1996, these IPPC Directives have adopted an integrated approach to regulation of various sectors of industrial plant, including cement, by taking into account and controlling/regulating the whole environmental performance of the plant. They required cement works to have a permit which, until recently in England and still in some other states, continues to be referred to as an “IPPC Permit.” These permits contain emission limit values and other conditions based on the application of (what was in 1996) a new legal and technical concept called “best available techniques” (“BAT”).

The concept of BAT is central to the system, and effectively imposes a legal obligation on plant operators to use and apply the best available techniques (as they develop from time to time) in order to prevent or, where this was not practicable, minimize emissions of pollutants likely to be emitted in significant quantities from the plant to air, water or land. Emission limit values, parameters or equivalent technical measures must be based on the best available techniques, without prescribing the use of one specific technique or technology and taking into consideration the technical characteristics of the installation concerned, its geographical location and local environmental conditions. In all cases the permit conditions must ensure a high level of protection for the environment as a whole.

Permit conditions also had to address energy efficiency, waste minimization, prevention of accidental emissions and site restoration. To assist the permitting authorities and companies in determining the BAT, the European Commission organized an exchange of information between experts from the Member States, industry and environmental organizations. This resulted in the adoption and publication by the European Commission of BAT Reference Documents (“BREFs”) for the industry sectors covered by the IPPC Directive. A key element of the BREFs were the conclusions on BAT (“BAT conclusions”) which were used as a reference for setting permit conditions. All of these IPPC Directive requirements have been followed through (and in some respects tightened) by the IED.

The second earlier Directive, which was applied in direct control of cement operations, was the EU Waste Incineration Directive (2000/76/EC) (“Incineration Directive”) which regulated those parts of the cement operation that used recovered waste materials as substitute fuels in cement kilns. Its aim was to prevent or limit, as far as practicable, negative effects on the environment, in particular pollution by emissions in air, soil, surface water and groundwater and the resulting risks to human health, from incineration and co-incineration plants.

Cement and lime kilns as a primary or secondary source of fuel fall within the definition of “co-incineration plants.” The Incineration Directive sought to achieve its aim by setting and maintaining stringent operational conditions and technical requirements, as well as emission limit values for a range of pollutants including dust, nitrogen oxides, sulfur dioxide, hydrogen chloride, heavy metals and dioxins. Again, the essential substance of the Incineration Directive has been followed through into the IED.

The IED has applied to new industrial installations since January 7, 2013 and to existing industrial installations (other than large combustion plants) since January 7, 2014. Under the IED, operators of industrial installations, including cement plants, are required to obtain an integrated permit from the relevant permitting authority in the Member States. As with the IPPC Directive, permit conditions, including emission limit values, must be based on BAT and a total of 35 BREFs are being rewritten or revised for the IED. However, there is an important difference between the IPPC Directive and the IED. Under the IPPC Directive, the BREFs were considered as guidance only. This is not the case under the IED. Where BAT conclusions specify emission levels, permitting authorities are required to set emission limit values that do not exceed these levels. They may derogate from this requirement only where the costs associated with the achievement of the emission levels associated with the BAT disproportionately outweigh the environmental benefits due to the geographical location, the local environmental conditions or the technical characteristics of the installation concerned. The permitting authorities must document the reasons for the derogation from the emission limit values in the permit, including the result of the cost-benefit assessment. In April 2013, pursuant to European Commission Decision No. 2013/163/EU, the European Commission published new BAT conclusions under the IED for Production of Cement, Lime and Magnesium Oxide, together with specific emission levels. This document sets out an extensive list of technical requirements for most aspects of the cement manufacture process in the EU, with a view to prevention and minimization of all polluting emissions. It is a new requirement under the IED that permitting authorities must review and, if necessary, update permit conditions within four years of the European Commission publishing decisions on BAT conclusions for a particular activity. While we are not currently able to assess what impact the IED will have on our operations, it is reasonable to assume that there will be an impact given the change in regulatory approach heralded by the legislation and the fact that it will be key to the permitting of the cement industry in the EU. In particular, the European Commission describes review of the BREFs as a continuing process due to ongoing technological advances and so updates may be expected. This has the potential to require our operations to be adapted to conform to the latest BAT.

As a result of a lawsuit filed by the city of Kaštela against the Ministry of Environment of the Republic of Croatia, the IPPC Permit issued on behalf of CEMEX Croatia by the Ministry of Environment was revoked on July 6, 2015 by a final and non-appealable judgment of a first instance court in Split, Croatia. The judgment required the Ministry of Environment to repeat the procedure for the issuance of a new IPPC Permit. On November 23, 2015, the Ministry of Environment issued a new IPPC Permit, which has been challenged by the city of Kaštela. On January 7, 2016, CEMEX Croatia received the claim and replied to it in due time. The Ministry of Environment also replied to the claim. At a court hearing held on September 14, 2016, the litigation proceedings concluded. On November 18, 2016, the administrative court in Split, Croatia notified CEMEX Croatia that the decision regarding the IPPC Permit was annulled and the matter was remanded to the Ministry of Environment in order to repeat the procedure. On December 2, 2016, CEMEX Croatia and the Ministry of Environment filed an appeal against such judgment. As of June 15, 2017, CEMEX Croatia is awaiting the decision on the appeal. If the IPPC Permit is conclusively annulled, we do not believe that such judgment would have a material adverse impact on our results of operations, liquidity and financial condition.

In addition, in accordance with Article 21(3) of the IED, within four years of BAT conclusion publications, the competent authority is to reconsider and, if necessary, update all permit conditions and ensure that the installation complies with such permit conditions. Accordingly, on January 3, 2017, the Ministry of Environment invited CEMEX Croatia to submit relevant expert opinions in order to update the existing permit conditions and ensure compliance with permit conditions. On March 20, 2017, CEMEX Croatia submitted expert opinions to the Ministry of Environment, and, as of June 15, 2017, CEMEX Croatia had not yet been notified of the decision on the Ministry of Environment’s appeal. Should the IPPC Permit be finally annulled, we do not believe that the judgment would have a material adverse impact on our results of operations, liquidity and financial condition. In the meantime, a new permit will be issued in accordance with the IED.

EU Emissions Trading

In 1997, as part of the United Nations Framework Convention on Climate Change (the "UNFCCC"), the Kyoto Protocol was adopted to limit and reduce GHG emissions. The Kyoto Protocol set legally binding emission reduction targets for 37 industrialized countries and the EU. Under the Kyoto Protocol, industrialized countries agreed to reduce their collective GHG emissions by 5% against 1990 levels over the five year period 2008-2012 ("first commitment period"); future mandatory targets were expected to be established for commitment periods after 2012. To compensate for the sting of binding targets, the Kyoto Protocol allows three "flexibility" mechanisms to be used by parties in meeting their emission limitation commitments: the Clean Development Mechanism ("CDM"), Joint Implementation ("JI") and International Emissions Trading.

In 2012, at the United Nations Climate Change Conference in Doha, Qatar, the Doha Amendment to the Kyoto Protocol was adopted. Certain parties, including the UK and the EU, committed to reduce GHG emissions by at least 18% below 1990 levels in the eight year period from 2013 to 2020 ("second commitment period").

Our operations in the United Kingdom, Spain, Germany, Latvia, Poland, Croatia (since 2013) and Czech Republic, are subject to binding caps on CO2 emissions imposed pursuant to the EU's emissions trading system ("ETS") that was established by Directive 2003/87/EC to implement the Kyoto Protocol. Under the ETS, a cap or limit is set on the total amount of CO2 emissions that can be emitted by the power plants, energy-intensive installations (including cement plants) and commercial airlines that are covered by the system. The cap is reduced over time, so that the total amount of emissions will decrease. Within the cap, companies receive or buy emission allowances. These allowances are tradable so as to enable companies that manage to reduce their emissions to sell their excess allowances to companies that are not reaching their emissions objectives. After each year, a company must surrender enough carbon allowances to cover all its emissions. Failure to meet the emissions caps is subject to significant monetary penalties.

In addition to carbon allowances, the ETS also allows the use of Kyoto Protocol units: the Emission Reduction Unit, representing a metric ton of carbon saved by a project under the JI mechanism, and the Certified Emission Reduction unit ("CERs") under the CDM. The ETS recognizes these units as equivalent to its carbon allowances and allows them to be used by companies for compliance up to a certain limit to offset their carbon emissions in the EU. We have registered 19 CDM projects with a total potential to reduce approximately 2.44 million tons of CO2e emissions per year. The corresponding CERs from these projects could be used for internal purposes or sold to third parties. Croatia, as a new entrant, has a right to use only 4.5% of its verified carbon emissions in relation to other EU ETS members which have a right to use up to 11% of their free allocation of EU allowances.

The ETS consists of three trading phases: Phase I which lasted from January 1, 2005 to December 31, 2007, Phase II, which lasted from January 1, 2007 to December 31, 2012, and was intended to meet commitments under the Kyoto first commitment period, and Phase III which commenced on January 1, 2013 and will end on December 31, 2020. For Phase III of the ETS there is also a cap on nitrous oxide and perfluorocarbons (PFC) emissions. Prior to the commencement of each of ETS Phases I and II, each Member State was responsible for publishing its National Allocation Plan ("NAP"), a document which sets out a national cap on the total amount of carbon emissions by all installations during each relevant trading phase and the methodology by which the cap would be allocated to the different sectors in the ETS and their respective installations. Each Member State's cap contributed to an overall EU cap on emissions, where one carbon allowance must be surrendered to account for one metric ton of carbon emitted. The carbon allowances were mostly distributed for free by each Member State to its ETS installations, although some Member States also used a fraction of their material cap for auctioning, mainly to power generators. Under ETS Phase III, however, the system of NAPs has been replaced by a single EU-wide, top-down, cap on CO2 emissions, with allocation for all installations made according to harmonized EU rules and set out in each Member State's National Implementation Measures ("NIM"). Additional restrictions have been introduced on the extent to which Kyoto Protocol units can be used to offset EU carbon emissions, and auctioning, not free allocation, has become the default method for distributing allowances. For those allowances that are still given away free, as discussed below, harmonized rules apply based on EU-wide benchmarks of emissions performance.

EU policymakers see the free allocation of allowances as a principle way to reduce the risk of carbon leakage—that is, the risk that energy-intensive industries, facing higher costs because of the ETS, will move their facilities beyond the EU's borders to countries that do not have climate change controls, thus resulting in a leakage of CO2 emissions without any environmental benefits. In 2009, a list of ETS sectors deemed to be

at significant risk of carbon leakage was formally adopted by the European Commission, following agreement by Member States and the European Parliament. The list which was valid from 2010 to 2014 included the cement production sector, on the basis that the additional costs imposed by the ETS would lead to a 30% or more increase in production costs as a proportion of the "gross value added." A decision on the list of sectors deemed to be at significant risk of carbon leakage for the period 2015-2019 was adopted by the European Commission on October 29, 2014 and the cement production sector resulted selected again. Sectors classified as deemed to be at significant risk of carbon leakage will continue to receive 100% of their benchmark allocation of allowances free of charge during Phase III, adjusted by a cross-sectoral correction factor that is being applied uniformly upon all participating facilities in Europe in order to reduce the amount of free allocation that each installation so that the total sum does not exceed the authorized EU-wide cap for free allocation. By contrast, sectors that are not considered at risk of carbon leakage received 80% of their benchmark allowances for free in 2013, declining to 30% by 2020.

On April 27, 2011, the European Commission adopted Decision 2011/278/EU that states the rules, including the benchmarks of greenhouse gas emissions performance, to be used by the Member States in calculating the number of allowances to be annually allocated for free to industrial sectors (such as cement) that are deemed to be exposed to the risk of "carbon leakage." The number of allowances to be allocated to installations for free will be based on a combination of historic activity levels at that installation and an EU benchmark of carbon efficiency for the production of a particular product —for example, clinker. An installation's historic activity level is calculated by taking the median of its annual production levels during the baseline period, either 2005 to 2008 or, where historic activity levels are higher, 2009/10. The product benchmark is based on the average carbon emissions of the top 10% most "carbon efficient" EU installations for a particular product during 2007/8, where carbon efficiency is measured by carbon intensity or carbon emission per metric ton of product.
Preliminary allocation calculations based on the rules were carried out by each Member State and included in a NIM table which was sent for scrutiny to the European Commission. On September 5, 2013, the European Commission adopted Decision 2013/448/EU which approved the NIMs submitted by most Member States and which sets the annual cross-sectoral correction factors for the period 2013-2020. The cross-sectoral correction figure will be used to adjust the levels of product benchmarks used to calculate the free allocation of allowances to each installation. This is to ensure that the total amount handed out for free does not exceed the maximum set in the ETS Directive. Each Member State is required to adjust its national allocation table of free allowances each year and submit this for approval to the European Commission prior to issuing allowances. The application of this cross-sectoral correction factor results in an important decrease in the quantity of allowances that our ETS-participant operations expect to receive for free in the 2013-2020 period.

On February 26, 2014, the European Commission adopted a Decision on national allocation allowances for the last group of Member States including Croatia, which was granted 5.56 million of free allowances. Since this time, a regularly updated allocation table showing the number of allowances that have been allocated per Member State is published on the European Commission's website. Based on the European Commission approved NIMs that were published in the first quarter of 2014 for Phase III, we expect that the aggregate amount of allowances that will be annually allocated for free to CEMEX in Phase III of the ETS will be sufficient to operate. An important factor in providing such assurance is the European Commission Decision 2014/746/EU (which took effect on January 1, 2015) which, as mentioned, included the manufacture of cement as an industry at significant risk of carbon leakage meaning that the industry will continue to receive 100% of its benchmark allocation of allowances free of charge during Phase III. Although the European Council has indicated that the free allocation of allowances to carbon leakage sectors will continue beyond Phase III, a future decision that the cement industry should no longer be regarded as at significant risk of carbon leakage could have a material impact on our operations and our results of operations, liquidity and financial condition.

An installation can only receive its full allocation of free allowances if it is deemed to have not partially ceased under the "partial cessation rule" of the ETS. Partial cessation applies where a sub-installation which contributes at least 30% of the installation's final annual amount of emissions allocated, or contributes to more than 50,000 allowances, reduces its activity level by at least 50% of its historic activity levels. If activity levels are reduced to between 50% and 75% of the historic activity level, the amount of free carbon allowances the sub-installation will receive will reduce by half in the following year;

if activity levels are reduced by 75% to 90% compared to historic activity levels, the amount of free carbon allowances the sub-installation will receive will reduce by 75% in the following year; and if activity levels are reduced by 90% or more compared to historic activity levels, no allowances shall be allocated free of charge the following year with respect to the sub-installation concerned. This represents a change from ETS Phase II, in which the rules for partial cessation were defined by each Member State's NAP and often did not result in any reduction in the level of free allocation, but an installation was no longer entitled to a free allocation from the following year if it had permanently ceased operating. The new rules are therefore more stringent, and to the extent that they result in our plants foregoing free carbon allowances, they could represent a significant loss of revenue to us, since carbon allowances are also tradable.

Despite having sold a substantial amount of allowances during Phase II of the ETS, as mentioned, we believe that the aggregate amount of allowances that will be annually allocated for free to CEMEX in Phase III of the ETS (2013-2020) will be sufficient to operate. This assessment stems from various factors, notably our efforts to reduce emissions per unit of clinker produced, the stream of offset credits coming from our internal portfolio of CDM projects and our expected long position in the initial years of Phase III of the ETS. We are taking measures intended to minimize our exposure to this market, while continuing to supply our products to our customers. It is not possible to predict with any certainty at this stage how CEMEX will be affected by potential reform to the EU ETS in Phase IV. However, the European Council has indicated that the EU-wide overall cap on emission allowances will be reduced by 2.2% every year from 2021, and that benchmarks will be updated based on recent data and that a more dynamic allocation based on recent production shall replace the "historical activity level." These modifications, which are still subject to final approval by EU institutions (presumably during 2017), suggest that there may be fewer allowances available with respect to our operations in the future.

Landfills

In Great Britain, future expenditure on closed and current landfill sites has been assessed and quantified over the period in which the sites are considered to have the potential to cause environmental harm, generally consistent with the regulatory view of up to 60 years from the date of closure. The assessed expenditure relates to the costs of monitoring the sites and the installation, repair and renewal of environmental infrastructure. The costs have been quantified on a net present value basis in the amount of £131,499,747 (approximately U.S.$169.08 million as of May 31, 2017, based on an exchange rate of £0.7777 to U.S.$1.00) as of May 31, 2017, and we made an accounting provision for this amount at May 31, 2017.

Colombian Water Use Litigation

On June 5, 2010, the District of Bogotá's Environmental Secretary (*Secretaría Distrital de Ambiente de Bogotá*) (the "Environmental Secretary") issued a temporary injunction suspending all mining activities at CEMEX Colombia's El Tunjuelo quarry, located in Bogotá, Colombia. As part of the temporary injunction, Holcim Colombia and Fundación San Antonio (local aggregates producers that also have mining activities located in the same area as the El Tunjuelo quarry) were ordered to suspend mining activities in that area. The Environmental Secretary alleged that during the past 60 years, CEMEX Colombia and the other companies illegally changed the course of the Tunjuelo River, used the percolating waters without permission and improperly used the edge of the river for mining activities. In connection with the temporary injunction, in June 2010, the Environmental Secretary initiated proceedings to impose fines against CEMEX Colombia.

CEMEX Colombia has requested that the temporary injunction be revoked, arguing that its mining activities are supported by all authorizations required pursuant to the applicable environmental laws and that all the environmental impact statements submitted by CEMEX Colombia have been reviewed and authorized by the Ministry of Environment and Sustainable Development (*Ministerio de Ambiente y Desarrollo Sostenible*). On June 11, 2010, the local authorities in Bogotá, in compliance with the Environmental Secretary's decision, sealed off the mine to machinery and prohibited the extraction of CEMEX Colombia's aggregates inventory. Although there is not an official quantification of the possible fine, the Environmental Secretary has publicly declared that the fine could be as much as 300 billion Colombian Pesos (approximately U.S.$104.16 million as of March 31, 2017, based on an exchange rate of 2,880.24 Colombian Pesos to U.S.$1.00). The temporary injunction does not currently compromise the production and supply of ready-mix concrete to any of our clients in Colombia. At this stage, as of June 15, 2017, we are not able to assess the likelihood of an adverse result, but if adversely resolved, it could have a material adverse impact on our results of operations, liquidity and financial condition.

Tariffs

The following is a discussion of tariffs on imported cement in our major markets.

Mexico. Mexican tariffs on imported goods vary by product and have historically been as high as 100%.

Over the years, import tariffs have been substantially reduced and currently range from none at all for raw materials to over 20% for finished products. As a result of NAFTA, as of January 1, 1998, the tariff on cement imported into Mexico from the United States or Canada was eliminated. While the lack of existence or reduction in tariffs could lead to increased competition from imports in our Mexican markets, it is possible that other factors, such as that the cost of transportation incurred from most producers outside Mexico to central Mexico, traditionally the region of highest demand in Mexico, could be seen as a barrier to enter certain of the regions in Mexico in which we operate.

United States. Cement imported into the United States from Cuba and North Korea is subject to custom duties depending on the specific type of cement. Imports into the United States from Cuba and North Korea are generally prohibited due to the U.S. import/export controls and economic sanctions. In order to import cement and other products into the United States from Cuba or North Korea, an importer would be required to obtain a license from the U.S. government or otherwise establish the existence of a license exception.

Cement imports from countries other than Cuba and North Korea into the United States are currently duty free, however, certain individuals and entities on U.S. government lists of specially designated nationals and prohibited parties, may be subject to U.S. import/export controls and other sanctions that prohibit transactions (including import transactions) with such persons without a license.

Europe. Member countries of the EU are subject to the uniform EU commercial policy. There is no tariff on cement imported into a country that is a member of the EU from another member country or on cement exported from an EU country to another member country. As of June 15, 2017, for cement imported into a member country from a non-member country, the tariff was 1.7% of the customs value. Any country with preferential treatment with the EU is subject to the same tariffs as members of the EU. Most Eastern European producers exporting cement into EU countries currently pay no tariff.

Tax Matters

Mexico. In November 2009, the Mexican Congress approved a general tax reform, effective as of January 1, 2010 (the “2010 Tax Reform”). Specifically, the 2010 Tax Reform included changes to the tax consolidation regime that required CEMEX, among others, to determine and retroactively pay taxes at a current rate on items in past years that were eliminated in consolidation or that reduced consolidated taxable income (“Additional Consolidated Taxes”). The 2010 Tax Reform required CEMEX to pay taxes on certain previously exempted intercompany dividends, certain other special tax items and operating losses generated by members of the consolidated tax group not recovered by the individual company generating such losses within the succeeding ten-year period. The 2010 Tax Reform also increased the statutory income tax rate from 28% to 30% for the years 2010 to 2012, then lowered it to 29% for 2013 and 28% for 2014 and future years. However, in December of 2012, the Federal Revenue Law (*Ley de Ingresos de la Federación*), applicable in 2013, established that the statutory income tax rate would remain at 30% in 2013, and thereafter lowered to 29% for 2014 and 28% for 2015 and future years. As per the tax reforms enacted for 2014, the statutory income tax will remain at 30%.

For the 2010 fiscal year, CEMEX was required to pay (at the new, 30% tax rate) 25% of the Additional Consolidated Taxes for the period between 1999 and 2004, with the remaining 75% payable as follows: 25% in 2011, 20% in 2012, 15% in 2013 and 15% in 2014. Additional Consolidated Taxes arising after the 2004 tax year are taken into account in the sixth fiscal year after such year and are payable over the succeeding five years in the same proportions (25%, 25%, 20%, 15% and 15%). Applicable taxes payable as a result of this tax reform are increased by inflation adjustments as required by the Mexican Income Tax Law (*Ley del Impuesto Sobre la Renta*). In connection with these changes in the tax consolidation regime in Mexico, as of December 31, 2009, we recognized a liability of approximately Ps10.5 billion (approximately U.S.$560.60 million as of March 31, 2017, based on an exchange rate of Ps18.73 to U.S.$1.00), of which approximately Ps8.2 billion (approximately U.S.$437.80 million as of March 31, 2017, based on an exchange rate of

Ps18.73 to U.S.$1.00) was recognized under “Other non-current assets” in connection with the net liability recognized under the new tax law and that we expect to realize in connection with the payment of this tax liability, and approximately Ps2.2 billion (approximately U.S.$117.46 million as of March 31, 2017, based on an exchange rate of Ps18.73 to U.S.$1.00) was recognized against “Retained earnings” upon adoption of IFRS according to the new law, related to: (a) the difference between the sum of the equity of the controlled entities for tax purposes and the equity for tax purposes of the consolidated entity, (b) dividends from the controlled entities for tax purposes to CEMEX, S.A.B. de C.V., and (c) other transactions among the companies included in the tax consolidation group that represented the transfer of resources within such group.

On June 30, 2010, CEMEX paid approximately Ps325 million (approximately U.S.$17.35 million as of March 31, 2017, based on an exchange rate of Ps18.73 to U.S.$1.00) of Additional Consolidated Taxes. This first payment represented 25% of the Additional Consolidated Taxes for the period that includes from 1999 to 2004. On March 31, 2011, CEMEX made a second payment of approximately Ps506 million (approximately U.S.$27.02 million as of March 31, 2017, based on an exchange rate of Ps18.73 to U.S.$1.00). This second payment, together with the prior payment, represented 50% of the Additional Consolidated Taxes for the period that includes from 1999 to 2004, and also included the first payment of 25% of the Additional Consolidated Taxes for the period that corresponds to 2005. On March 30, 2012, CEMEX paid Ps698 million (approximately U.S.$37.27 million as of March 31, 2017, based on an exchange rate of Ps18.73 to U.S.$1.00). This third payment, together with the two prior payments, represented 70% of the Additional Consolidated Taxes for the period that includes from 1999 to 2004, 50% of the Additional Consolidated Taxes for the period that corresponds to 2005 and it also included the first payment of 25% of the Additional Consolidated Taxes for the period that corresponds to 2006. On March 27, 2013, CEMEX paid Ps2 billion (approximately U.S.$106.78 million as of March 31, 2017, based on an exchange rate of Ps18.73 to U.S.$1.00). This fourth payment, together with the three prior payments, represented 85% of the Additional Consolidated Taxes for the period that includes from 1999 to 2004, 70% of the Additional Consolidated Taxes for the period that corresponds to 2005, 50% of the Additional Consolidated Taxes for the period that corresponds to 2006 and 25% of the Additional Consolidated Taxes for the period that corresponds to 2007. On March 31, 2014, CEMEX paid Ps2 billion (approximately U.S.$96.53 million as of March 31, 2017, based on an exchange rate of Ps18.73 to U.S.$1.00). This fifth payment, together with the four prior payments, represented 100% of the Additional Consolidated Taxes for the period that includes from 1999 to 2004, 85% of the Additional Consolidated Taxes for the period that corresponds to 2005, 70% of the Additional Consolidated Taxes for the period that corresponds to 2006 and 50% of the Additional Consolidated Taxes for the period that corresponds to 2007. On March 31, 2015, CEMEX paid Ps1.5 billion (approximately U.S.$80.09 million as of March 31, 2017, based on an exchange rate of Ps18.73 to U.S.$1.00). This sixth payment, together with the five prior payments, represented 100% of the Additional Consolidated Taxes for the period that includes from 1999 to 2004, 100% of the Additional Consolidated Taxes for the period that corresponds to 2005, 85% of the Additional Consolidated Taxes for the period that corresponds to 2006 and 70% of the Additional Consolidated Taxes for the period that corresponds to 2007. On March 31, 2016, CEMEX paid Ps119 million (approximately U.S.$6.35 million as of March 31, 2017, based on an exchange rate of Ps18.73 to U.S.$1.00). This seventh payment, together with the six prior payments, represented 100% of the Additional Consolidated Taxes for the period that includes from 1999 to 2004, 100% of the Additional Consolidated Taxes for the period that corresponds to 2005, 100% of the Additional Consolidated Taxes for the period that corresponds to 2006 and 85% of the Additional Consolidated Taxes for the period that corresponds to 2007. On March 31, 2017, CEMEX paid Ps38 million (approximately U.S.$2.06 million as of March 31, 2017, based on an exchange rate of Ps18.73 to U.S.$1.00). This eighth payment, together with the seven prior payments, represented 100% of the Additional Consolidated Taxes for the period from 1999 to 2004, 100% of the Additional Consolidates Taxes for the period that corresponds to 2005, 100% of the Additional Consolidated Taxes for the period that corresponds to 2006 and 100% of the Additional Consolidated Taxes for the period that corresponds to 2007. As of June 15, 2017, we have paid an aggregate amount of approximately Ps7.3 billion (approximately U.S.$389.74 million as of March 31, 2017, based on an exchange rate of Ps18.73 to U.S.$1.00) of Additional Consolidated Taxes.

In December 2010, pursuant to certain additional rules, the tax authorities granted the option to defer the calculation and payment of certain items included in the law in connection with the taxable amount for the difference between the sum of the equity of controlled entities for tax purposes and the equity of the consolidated entity for tax purposes. As a result, CEMEX reduced its estimated tax payable by approximately

Ps2.9 billion (approximately U.S.$154.83 million as of March 31, 2017, based on an exchange rate of Ps18.73 to U.S.$1.00) against a credit to the income statement when the new tax enactment took place. In addition, after accounting for the following that took place in 2010: (a) cash payments, (b) income tax from subsidiaries paid to the parent company, and (c) other adjustments, the estimated tax payable for tax consolidation in Mexico amounted to approximately Ps10.1 billion (approximately U.S.$539.24 million as of March 31, 2017, based on an exchange rate of Ps18.73 to U.S.$1.00) as of December 31, 2010. Furthermore, after accounting for the following that took place in 2011: (a) cash payments, (b) income tax from subsidiaries paid to the parent company, and (c) other adjustments, the estimated tax payable for tax consolidation in Mexico increased to approximately Ps12.4 billion (approximately U.S.$662.04 million as of March 31, 2017, based on an exchange rate of Ps18.73 to U.S.$1.00) as of December 31, 2011. Additionally, after accounting for the following that took place in 2012: (a) cash payments, (b) income tax from the subsidiaries paid to the parent company, and (c) other adjustments, as of December 31, 2012, the estimated tax payable for tax consolidation in Mexico increased to approximately Ps14.5 billion (approximately U.S.$774.16 million as of March 31, 2017, based on an exchange rate of Ps18.73 to U.S.$1.00). Furthermore, after accounting for the following that took place in 2013: (a) cash payments, (b) income tax from subsidiaries paid to the parent company, (c) other adjustments, and (d) effects of tax deconsolidation, as of December 31, 2013, the estimated tax payable for tax consolidation in Mexico increased to approximately Ps24.8 billion (approximately U.S.$1.32 billion as of March 31, 2017, based on an exchange rate of Ps18.73 to U.S.$1.00). Additionally, after accounting for the following that took place in 2014: (a) payments, the majority of which were in cash, and (b) other adjustments, as of December 31, 2014, the estimated tax payable for tax consolidation in Mexico decreased to approximately Ps21.4 billion (approximately U.S.$1.14 billion as of March 31, 2017, based on an exchange rate of Ps18.73 to U.S.$1.00). Additionally, after accounting for the following that took place in 2015 and after giving effect to the 2016 Tax Reform (as defined below), as a result of: (a) payments made during the period, the tax payable for tax consolidation in Mexico was decreased to approximately Ps16.2 billion (approximately U.S.$864.92 million as of March 31, 2017, based on an exchange rate of Ps18.73 to U.S.$1.00), which after the application of (b) different tax credits, and (c) assets for tax loss carryforwards worth, before discount, approximately Ps11.9 billion (approximately U.S.$635.34 million as of March 31, 2017, based on an exchange rate of Ps18.73 to U.S.$1.00), as of December 31, 2015, the estimated tax payable for tax consolidation in Mexico further decreased to approximately Ps3.9 billion (approximately U.S.$208.22 million as of March 31, 2017, based on an exchange rate of Ps18.73 to U.S.$1.00). Additionally, after accounting for the following that took place in 2016: (a) cash payments, and (b) other adjustments, as of December 31, 2016, the estimated tax payable for tax consolidation in Mexico decreased to approximately Ps3.2 billion (approximately U.S.$170.84 million as of March 31, 2017, based on an exchange rate of Ps18.73 to U.S.$1.00).

In addition, as a result of the enactment of the new Income Tax Law (*Ley del Impuesto Sobre la Renta*) in Mexico approved in December 2013 and effective beginning January 1, 2014 (the “2014 Tax Reform”), the statutory income tax rate for 2014 will remain at 30%, and the tax consolidation regime that was in effect up until December 31, 2013, was replaced prospectively by a new integration regime, to which CEMEX will not apply. In consequence, as of 2014, each company in Mexico will determine its income taxes based solely in its individual results, and a period of up to ten years has been established for the settlement of the liability for income taxes related to the tax consolidation regime accrued until December 31, 2013 (“Deconsolidation Taxes”).

On February 12, 2014, we filed a constitutional challenge (*juicio de amparo*) against the 2014 Tax Reform that abrogated the tax consolidation regime. The purpose of the challenge was to obtain certainty in the applicable statutory rules in order to assess and pay the tax liability derived from such reform according to constitutional principles. On February 26, 2016, we withdrew the constitutional challenge (*juicio de amparo*).

On April 30, 2014, CEMEX paid Ps2.3 billion (approximately U.S.$122.80 million as of March 31, 2017, based on an exchange rate of Ps18.73 to U.S.$1.00). From this amount, Ps987 million (approximately U.S.$52.70 million as of March 31, 2017, based on an exchange rate of Ps18.73 to U.S.$1.00) were paid in cash and Ps1.3 billion (approximately U.S.$70.76 million as of March 31, 2017, based on an exchange rate of Ps18.73 to U.S.$1.00) were paid through the application of a tax credit, which represented approximately 25% of the Deconsolidation Taxes for the period that corresponded to the 2008 tax year. On April 30, 2015, CEMEX paid Ps3.7 billion (approximately U.S.$197.54 million as of March 31, 2017, based on an exchange rate of Ps18.73 to U.S.$1.00). From this amount, Ps2.3 billion (approximately U.S.$122.80 million as of

March 31, 2017, based on an exchange rate of Ps18.73 to U.S.$1.00) were paid in cash and Ps1.4 billion (approximately U.S.$74.75 million as of March 31, 2017, based on an exchange rate of Ps18.73 to U.S.$1.00) were paid through the application of a tax credit. This second payment, together with the first payment, represented 50% of the Deconsolidation Taxes for the period that corresponds to the 2008 tax year and 25% of the Deconsolidation Taxes for the period that corresponds to the 2009 tax year. On April 29, 2016, CEMEX paid Ps728 million (approximately U.S.$38.87 million as of March 31, 2017, based on an exchange rate of Ps18.73 to U.S.$1.00). This third payment, together with the two prior payments, represented 70% of the Deconsolidation Taxes for the period that corresponds to the 2008 tax year, 50% of the Deconsolidation Taxes for the period that corresponds to the 2009 tax year and 25% of the Deconsolidation Taxes for the period that corresponds to the 2010 tax year. On April 28, 2017, CEMEX paid Ps924 million. This fourth payment, together with the three prior payments represented 85% of the Deconsolidation Taxes for the period that corresponds to the 2008 tax year, 70% of the Deconsolidation Taxes for the period that corresponds to the 2009 tax year, 50% of the Deconsolidation Taxes for the period that corresponds to the 2010 tax year and 25% of the Deconsolidation Taxes for the period that corresponds to the 2011 tax year.

In October 2015, the Mexican Congress approved a tax reform, effective as of January 1, 2016 (the “2016 Tax Reform”). Specifically, the 2016 Tax Reform granted Mexican companies two tax credits to offset part of the Deconsolidation Taxes payable as a result of the elimination of the group taxation regime: (a) 50% of the taxes due as a result of unamortized losses used to compute the consolidated tax could be settled with individual accumulated losses adjusted for inflation using a factor of .15 multiplied by such losses, and (b) tax credit against Deconsolidation Taxes related to intercompany dividends that were paid without having sufficient tax profits.
CEMEX applied both tax credits against its remaining Deconsolidation Taxes through the filing of amended tax returns regarding the year ending on December 31, 2015 and upon the withdrawal of the constitutional challenge (*juicio de amparo*) against the 2014 Tax Reform filed by us on February 12, 2015. Additionally, the 2016 Tax Reform granted Mexican companies the option not to pay the remaining asset tax payments included in the Deconsolidation Tax liability. CEMEX also applied this option.

As of June 15, 2017, taking into account the effects of the 2016 Tax Reform, our estimated payment schedule of Deconsolidation Taxes (which includes the Additional Consolidated Taxes) is as follows: approximately Ps897 million (approximately U.S.$47.94 million as of March 31, 2017, based on an exchange rate of Ps18.73 to U.S.$1.00) in 2018; approximately Ps527 million (approximately U.S.$47.89 million as of March 31, 2017, based on an exchange rate of Ps18.73 to U.S.$1.00) in 2019; and approximately Ps876 million (approximately U.S.$74.76 million as of March 31, 2017, based on an exchange rate of Ps18.73 to U.S.$1.00) in 2020 and thereafter.

United States. As of March 31, 2017, the Internal Revenue Service (“IRS”) concluded its audit for the year 2014. The final findings did not alter the originally filed CEMEX return, which had no reserves set aside for any potential tax issues. On April 24, 2015 and May 18, 2016, the IRS commenced its audit of the 2015 and 2016 tax year, respectively, under the Compliance Assurance Process. We have not identified any material audit issues and, as such, no reserves are recorded for either the 2015 or the 2016 audit in our financial statements.

Colombia. On April 1, 2011, the Colombian Tax Authority notified CEMEX Colombia of a proceeding notice in which the Colombian Tax Authority rejected certain deductions taken by CEMEX Colombia in its 2009 year-end tax return. The Colombian Tax Authority assessed an increase in taxes to be paid by CEMEX Colombia in the amount of approximately 90 billion Colombian Pesos (approximately U.S.$31.24 million as of March 31, 2017, based on an exchange rate of 2,880.24 Colombian Pesos to U.S.$1.00) and imposed a penalty in the amount of approximately 144 billion Colombian Pesos (approximately U.S.$39.58 million as of March 31, 2017, based on an exchange rate of 2,880.24 Colombian Pesos to U.S.$1.00). The Colombian Tax Authority argues that certain expenses are not deductible for fiscal purposes because they are not linked to direct revenues recorded in the same fiscal year, without taking into consideration that future revenue will be taxed with income tax in Colombia. CEMEX Colombia responded to the proceeding notice on June 25, 2011. On December 15, 2011, the Colombian Tax Authority issued its final determination, which confirmed the information in the special proceeding. CEMEX Colombia appealed the final determination on February 15, 2012. On January 17, 2013, the Colombian Tax Authority notified CEMEX Colombia of the resolution confirming the official liquidation. CEMEX Colombia appealed the final determination on May 10, 2013

which was admitted on June 21, 2013. On July 3, 2013, the appeal was notified to the Colombian Tax Authority, and hearings took place on February 18, 2014 and March 11, 2014. An adverse resolution to the appeal was notified to CEMEX Colombia on July 14, 2014 and on July 22, 2014, CEMEX Colombia filed an appeal before the Colombian *Consejo de Estado* against such adverse resolution. At this stage of the proceeding, as of June 15, 2017, we are not able to assess the likelihood of an adverse result in this special proceeding, but if adversely resolved, they could have a material adverse impact on our results of operations, liquidity and financial condition.

Spain. On July 7, 2011, the tax authorities in Spain notified CEMEX España of a tax audit process in Spain covering the tax years from and including 2006 to 2009. The tax authorities in Spain have challenged part of the tax losses reported by CEMEX España for such years. CEMEX España has been formally notified of fines in the aggregate amount of approximately €456 million (approximately U.S.$486.14 million as of March 31, 2017, based on an exchange rate of €0.9380 to U.S.$1.00) resulting from the July 7, 2011 tax audit process in Spain.
The laws of Spain provide a number of appeals that can be filed against such fines without CEMEX España having to make any payment until such appeals are finally resolved. On April 22, 2014, CEMEX España filed appeals against such fines. At this stage, as of June 15, 2017, we are not able to assess the likelihood of an adverse result regarding this matter, and the appeals that CEMEX España has filed could take an extended amount of time to be resolved, but if all appeals filed by CEMEX España are adversely resolved, it could have a material adverse impact on our results of operations, liquidity and financial condition.

Egypt. On February 9, 2014, ACC was notified of the decision of the Egyptian Ministry of Finance's Appeals Committee (the "Appeals Committee") pursuant to which ACC has been required to pay a development levy on clay (the "Levy on Clay") applied to the Egyptian cement industry in the amount of: (i) approximately 322 million Egyptian Pounds (approximately U.S.$17.75 million as of March 31, 2017, based on an exchange rate of Egyptian Pounds 18.1358 to U.S.$1.00) for the period from May 5, 2008 to August 31, 2011; and (ii) approximately 50,235 Egyptian Pounds (approximately U.S.$2,769.94 as of March 31, 2017, based on an exchange rate of Egyptian Pounds 18.1358 to U.S.$1.00) for the period from September 1, 2011 to November 30, 2011. On March 10, 2014, ACC filed a claim before the North Cairo Court requesting the nullification of the Appeals Committee's decision and requesting that the North Cairo Court rule that the Egyptian tax authority is not entitled to require payment of the aforementioned amounts. In parallel, ACC has filed a request before the Ministerial Committee for Resolution of Investment Disputes (the "Ministerial Committee") claiming non-entitlement of the Egyptian tax authority to the Levy on Clay used in the production of cement from the date of enforceability of Law No. 114/2008 up until issuance of Law No. 73/2010, and from cement produced using imported clinker. On September 28, 2015, ACC was notified by the Egyptian Cabinet that on September 2, 2015, it ratified an August 10, 2015 decision by the Ministerial Committee (the "Ministerial Committee's Decision") pursuant to which the Egyptian tax authority is instructed to cease claiming payment of the Levy on Clay from ACC. The Ministerial Committee's Decision applies to the years from 2008 up to the issuance date of Law No. 73/2010. It was further decided that the Levy on Clay should not be imposed on imported clinker. At this stage, as of June 15, 2017, the Ministerial Committee's Decision strongly supports ACC's position in this dispute, given the fact that the Ministerial Committee's Decision is legally binding on the Egyptian tax authority. The Ministerial Committee's Decision was submitted to the Egyptian tax authority and, accordingly, the Egyptian tax authority issued a settlement memorandum (the "Settlement Memorandum"), whereby it confirmed and recognized the Ministerial Committee's Decision. Furthermore, in application of the Settlement Memorandum and the Ministerial Committee's Decision, the Egyptian tax authority issued a new claim to ACC for an adjusted amount of 55,586 Egyptian Pounds (approximately U.S.$3,064.99 as of March 31, 2017, based on an exchange rate of Egyptian Pounds 18.1358 to U.S.$1.00). On a March 7, 2016 session of the North Cairo Court, ACC submitted the Settlement Memorandum and the Ministerial Committee's Decision. At a May 28, 2016 session before the North Cairo Court, the expert's office appointed to review the case file submitted its report that confirmed and recognized the Ministerial Committee's Decision and at this session this case was reviewed jointly with the Egyptian tax authority case which was filed to challenge ACC's right to cancel the Levy on Clay. The North Cairo Court adjourned the jointly reviewed cases to June 25, 2016. These cases were thereafter re-adjourned to July 30, 2016 for submission of documents by the attorney for the State pertaining to the settlement of the dispute with ACC. At the session of July 30, 2016, the two cases were adjourned first to September 19, 2016, and afterwards to October 10, 2016 and December 27, 2016 for the foregoing reason. On December 27, 2016, the North Cairo Court ruled for referring the two jointly reviewed cases to the Cairo Administrative Judiciary Court for the former's lack of

jurisdiction to review the same. As of June 15, 2017, no session has yet been scheduled before the Cairo Administrative Judiciary Court in order to review the two referred cases. We do not expect that such referral will prejudice ACC's favorable legal position in this dispute. As of June 15, 2017, we do not expect our operations, liquidity and financial condition to suffer a material adverse impact because of this matter.

Other Legal Proceedings

Colombian Construction Claims. On August 5, 2005, the Urban Development Institute (*Instituto de Desarrollo Urbano*) ("UDI"), and an individual filed a lawsuit in the Fourth Anti-Corruption Court of Bogotá (*Fiscalía Cuarta Anticorrupción de Bogotá*) against a subsidiary of CEMEX Colombia claiming that it was liable, along with the other members of the *Asociación Colombiana de Productores de Concreto* ("ASOCRETO"), an association formed by the ready-mix concrete producers in Colombia, for the premature distress of the concrete slabs of the *Autopista Norte* trunk line of the TransMilenio bus rapid transit system of Bogotá in which ready-mix concrete and flowable fill supplied by CEMEX Colombia and other ASOCRETO members was used. The plaintiffs alleged that the base material supplied for the road construction failed to meet the quality standards offered by CEMEX Colombia and the other ASOCRETO members and/or that they provided insufficient or inaccurate information in connection with the product. The plaintiffs were seeking the repair of the concrete slabs in a manner which guarantees their service during the 20-year period for which they were originally designed, and estimate that the cost of such repair could have been approximately 100 billion Colombian Pesos (approximately U.S.$34.72 million as of March 31, 2017, based on an exchange rate of 2,880.24 Colombian Pesos to U.S.$1.00). The lawsuit was filed within the context of a criminal investigation against a former director and two officers of the UDI, the contractor, the inspector and two ASOCRETO officers. On January 21, 2008, a court issued an order, sequestering the El Tunjuelo quarry, as security for payment of a possible future money judgment against CEMEX Colombia. The court determined that in order to lift this attachment and prevent further attachments, CEMEX Colombia was required to deposit 337.8 billion Colombian Pesos (approximately U.S.$117.28 million as of March 31, 2017, based on an exchange rate of 2,880.24 Colombian Pesos to U.S.$1.00) in cash instead of posting an insurance policy to secure such recovery. CEMEX Colombia appealed this decision and the Superior Court of Bogotá (*Tribunal Superior de Bogotá*) allowed CEMEX to present an insurance policy in the amount of 20 billion Colombian Pesos (approximately U.S.$6.94 million as of March 31, 2017, based on an exchange rate of 2,880.24 Colombian Pesos to U.S.$1.00). CEMEX gave the aforementioned security and, on July 27, 2009, the court lifted the attachment on the quarry.

On October 10, 2012 the court issued a first instance judgment pursuant to which the accusation made against the ASOCRETO officers was nullified. The judgment also convicted a former UDI director, the contractor's legal representatives and the inspector to a prison term of 85 months and a fine of 32 million Colombian Pesos (approximately U.S.$11,110.19 as of March 31, 2017, based on an exchange rate of 2,880.24 Colombian Pesos to U.S.$1.00). As a consequence of the nullification, the judge ordered a restart of the proceeding against the ASOCRETO officers. The UDI and other parties to the legal proceeding appealed the first instance judgment and on August 30, 2013 the Superior Court of Bogotá resolved to reduce the prison term imposed to the former UDI director and the UDI officers to 60 months and imposed a fine equivalent to 8.8 million Colombian Pesos (approximately U.S.$3,055.30 as of March 31, 2017, based on an exchange rate of 2,880.24 Colombian Pesos to U.S.$1.00). Additionally, the UDI officers were sentenced to severally pay the amount of 108,000 million Colombian Pesos (approximately U.S.$37.50 million as of March 31, 2017, based on an exchange rate of 2,880.24 Colombian Pesos to U.S.$1.00) for the purported damages in the concrete slabs of the TransMilenio bus rapid transit system. Additionally, the Superior Court of Bogotá overturned the penalty imposed to the contractor's legal representatives and inspector because the criminal action against them was time barred. Furthermore, the Superior Court of Bogotá revoked the annulment in favor of the ASOCRETO officers and ordered the first instance judge to render a judgment regarding the ASOCRETO officers' liability or lack thereof. On June 25, 2014, the Supreme Court of Colombia's Penal Cassation Chamber (*Sala de Casación Penal de la Corte Suprema de Justicia de Colombia*) dismissed the cassation claim filed by the former UDI director and the UDI officers against the Superior Court of Bogotá's judgment. Dismissal of the cassation claim has no effect on CEMEX Colombia's or the ASOCRETO officers' interests in these proceedings. On January 21, 2015, the Penal Circuit Court of Bogotá issued a resolution agreeing with the arguments presented by CEMEX Colombia regarding the application of the statute of limitations to the criminal investigation against the ASOCRETO officers and acknowledging that the ASOCRETO officers were not public officers, and as a consequence, finalizing the process against the ASOCRETO officers and the civil responsibility claim against CEMEX Colombia. On July 28, 2015, the Superior Court of Bogotá (*Tribunal Superior de Bogotá*) upheld this resolution and as such

the action brought against CEMEX Colombia for the premature distress of the concrete slabs of the *Autopista Norte* trunk line has ended. In addition, six legal actions related to the premature distress of the concrete slabs of the Autopista Norte trunk line of the TransMilenio bus rapid transit system were brought against CEMEX Colombia. The Cundinamarca Administrative Court (*Tribunal Administrativo de Cundinamarca*) nullified five of these actions and, as of June 15, 2017, only one remains outstanding. In addition, the UDI filed another action alleging that CEMEX Colombia made misleading advertisements on the characteristics of the flowable fill used in the construction of the concrete slabs. CEMEX Colombia participated in this project solely and exclusively as supplier of the ready-mix concrete and flowable fill, which were delivered and received to the satisfaction of the contractor, complying with all the required technical specifications. CEMEX Colombia neither participated in nor had any responsibility on the design, sourcing of materials or their corresponding technical specifications or construction. On May 24, 2016, the Civil Court of Bogota settled the action filed by the UDI against CEMEX Colombia. The court accepts the arguments in defense of CEMEX Colombia, ruling that the flowable fill is not what caused the damage to the slabs and that the damages were caused by design changes when executing the road without consulting the original designer and the lack of drains. The UDI filed an appeal against the court's ruling. On December 7, 2016, the Superior Court of Bogota (*Tribunal Superior de Bogotá*) upheld the Civil Court of Bogota's decision. At this stage of the proceedings, as of June 15, 2017, we are not able to assess the likelihood of an adverse result regarding the remaining pending action filed before the Cundinamarca Administrative Court, but if adversely resolved, we do not expect that it will have a material adverse impact on our results of operations, liquidity and financial condition.

Croatian Concession Litigation. After an extended consultation period, in April 2006, the cities of Kaštela and Solin in Croatia published their respective Master (physical) Plans defining the development zones within their respective municipalities, adversely impacting the mining concession granted to CEMEX Croatia by the Government of Croatia in September 2005. During the consultation period, CEMEX Croatia submitted comments and suggestions to the Master Plans intended to protect and preserve the rights of CEMEX Croatia's mining concession, but these were not taken into account or incorporated into the Master Plans by Kaštela and Solin. Immediately after publication of the Master Plans, CEMEX Croatia filed a series of lawsuits and legal actions before the local and federal courts to protect its acquired rights under the mining concessions, including:
(i) on May 17, 2006, a constitutional appeal before the constitutional court in Zagreb, seeking a declaration by the court concerning CEMEX Croatia's constitutional claim for decrease and obstruction of rights earned by investment and seeking prohibition of implementation of the Master Plans; and
(ii) on May 17, 2006, an administrative proceeding before an administrative court seeking a declaration from the Government of Croatia confirming that CEMEX Croatia acquired rights under the mining concessions. The administrative court subsequently ruled in favor of CEMEX Croatia, validating the legality of the mining concession granted to CEMEX Croatia by the Government of Croatia, in September 2005. On June 15, 2012, we were notified that the case had been transferred from the constitutional court to the administrative court as a result of a new law that places the administrative courts in charge of disputes relating to environmental planning. In February 2014, the administrative court requested CEMEX Croatia to declare if it was still interested in proceeding with the concession litigation and if so, to provide additional clarification and documentation to support such claims. On March 3, 2014, CEMEX Croatia submitted the clarification and required documentation and on April 4, 2014, CEMEX Croatia was notified that the administrative court rejected its claims and found that its acquired rights or interests under the mining concessions had not been violated as a result of any act or decision made by the cities of Solin or Kaštela or any other governmental body. On April 29, 2014, CEMEX Croatia filed two claims before the Constitutional Court of the Republic of Croatia alleging that CEMEX Croatia's constitutional rights to a fair trial and judicial protection had been violated. On August 1, 2014, CEMEX Croatia also filed an application before the European Court of Human Rights alleging that CEMEX Croatia's constitutional rights to a fair trial, property rights, concession rights and investment had been violated due to irregularities in a general act, which has been denied. The European Court of Human Rights found the application to be inadmissible pursuant to articles 34 and 35 of the Convention for the Protection of Human Rights and Fundamental Freedoms, meaning that CEMEX Croatia did not exhaust all its domestic legal remedies, thus stipulating the Constitutional Court of the Republic of Croatia's jurisdiction in this matter. On February 6, 2015, the decision of the European Court of Human Rights was sent to the Constitutional Court of the Republic of Croatia. The Constitutional Court of the Republic of Croatia granted the claim, annulled the decision of the administrative court and remanded the case to the administrative court for a new trial. On June 9, 2017, the administrative court issued a decision rejecting CEMEX Croatia's request. CEMEX will not file an appeal, thus the administrative court's decision

is final. During May 2015, CEMEX Croatia obtained a new location permit from the Croatian Ministry of Construction and Physical Planning for CEMEX Croatia's Sveti Juraj-Sveti Kajo quarry. On August 2, 2016, CEMEX Croatia obtained a decision pursuant to which a right of way was granted on land owned by the Republic of Croatia and located in Sveti Juraj-Sveti Kajo quarry. The period of such right of way will be compatible with the location permit previously granted. Such decision is one of the prerequisites for obtaining a new mining concession. As of June 15, 2017, in order to alleviate the adverse impact of the Master Plans, CEMEX Croatia is in the process of negotiating and preparing all documentation necessary to comply with applicable rules and regulations in order to obtain a new mining concession.

Israeli Class Action Litigation. On June 21, 2012, one of our subsidiaries in Israel was notified about an application for the approval of a class action suit against it. The application was filed by a homeowner who built his house with concrete supplied by our Israeli subsidiary in October 2010 (a same application was filed against three other companies by the same legal representative). According to the application, the plaintiff claims that the concrete supplied to him did not meet with the "Israel Standard for Concrete Strength No. 118" and that, as a result, our Israeli subsidiary acted unlawfully toward all of its customers who requested a specific type of concrete but that received concrete that did not comply with Israeli standard requirements. As per the application, the plaintiff claims that the supply of the alleged non-conforming concrete has caused financial and non-financial damages to those customers, including the plaintiff. We presume that the class action would represent the claim of all the clients who purchased the alleged non-conforming concrete from our Israeli subsidiary during the past seven years, the limitation period according to applicable laws in Israel. The damages that could be sought amount to approximately 276 million Israeli Shekels (approximately U.S.$75.99 million as of March 31, 2017, based on an exchange rate of 3.632 Israeli Shekels to U.S.$1.00). Our Israeli subsidiary submitted a formal response to the corresponding court. Both parties presented their preliminary arguments. In a hearing held on December 20, 2015, the preliminary proceeding was completed and the court set dates for hearing evidence on May 8, 10 and 16, 2016. In addition, the court decided to join together all claims against all four companies, including our subsidiary in Israel, in order to simplify and shorten court proceedings, however, it should be mentioned that the court had not formally decided to join together all claims. On the hearing dates, the applicants in all four claims presented evidence, including expert testimony. The evidentiary hearing has not been completed as of June 15, 2017, and the court has set October 25, 2017 as the date to hear evidence on behalf of two other companies. As of June 15, 2017, our subsidiary in Israel is not able to assess the likelihood of the class action application being approved or, if approved, of an adverse result, such as an award for damages in the full amount that could be sought, but if adversely resolved, we do not believe the final resolutions would have a material adverse impact on our results of operations, liquidity and financial condition.

Egypt Share Purchase Agreement. On April 7, 2011 and March 6, 2012, lawsuits seeking, among other things, the annulment of the share purchase agreement entered into by and between CEMEX and state-owned Metallurgical Industries Company (the "Holding Company") in November 1999 pursuant to which CEMEX acquired a controlling interest in ACC (the "Share Purchase Agreement"), were filed by different plaintiffs, including 25 former employees of ACC, before the 7th and 8th Circuits of Cairo's State Council Administrative Judiciary Court, respectively. Hearings in both cases were adjourned in order for the State Commissioner Authority ("SCA") to prepare the corresponding reports to be submitted for the consideration of the 7th and 8th Circuits of Cairo's State Council Administrative Judiciary Court. During March 2015, the SCA submitted the relevant reports recommending, in both cases, that the 7th and 8th Circuits of Cairo's State Council Administrative Judiciary Court stays the proceedings until the High Constitutional Court pronounces itself with regards to the challenges against the constitutionality of the Presidential Decree on Law No. 32 of 2014 ("Law 32/2014"). A hearing was held on October 13, 2015 before the 8th Circuit of Cairo's State Council Administrative Judiciary Court in which the SCA's report was reviewed and the case was adjourned to January 26, 2016 for passing judgment. At the session held on January 26, 2016, the 8th Circuit of Cairo's State Council Administrative Judiciary Court issued a judgment ruling for the dismissal of this case considering the plaintiff's lack of standing. The legal prescription period for the plaintiff to challenge the judgment before the High Administrative Court of 60 calendar days from the date of issuance of the judgment has expired without the plaintiff filing a judgment. Accordingly, the January 26, 2016 judgment issued by the 8th Circuit of Cairo's State Council Administrative Judiciary Court is final and definitive. At a session held on September 3, 2015, the 7th Circuit of Cairo's State Council Administrative Judiciary Court accepted the SCA's report recommendation and ruled for staying the proceedings until the High Constitutional Court pronounces itself with regards to the challenges against the constitutionality of Law 32/2014. As of June 15, 2017, we

are not able to assess the likelihood of an adverse resolution regarding this lawsuit filed before the 7th Circuit of Cairo's State Council Administrative Judiciary Court, but if adversely resolved, we do not believe the resolution in the first instance would have an immediate material adverse impact on our results of operations, liquidity and financial condition as there are different legal recourses that we could take. However, if we exhaust all legal recourses available to us, a final adverse resolution of this matter could have a material adverse impact on our operations, liquidity and financial condition.

Regarding a different lawsuit submitted to a First Instance Court in Assiut, Egypt and notified to ACC on May 23, 2011, on September 13, 2012, the first instance court of Assiut, Egypt issued a judgment (the "First Instance Judgment") to (i) annul the Share Purchase Agreement; and (ii) reinstate former employees to their former jobs at ACC. The First Instance Judgment was notified to ACC on September 19, 2012. On October 18, 2012, ACC filed an appeal against the First Instance Judgment, which was followed by the Holding Company's appeal filed on October 20, 2012 before the Appeal Court in Assiut, Egypt (the "Appeal Court"). At a November 17, 2013 hearing, the Appeal Court decided to join the appeals filed by ACC and the Holding Company and adjourned the session to January 20, 2014 to render judgment. On January 20, 2014, the Appeal Court issued a judgment (the "Appeal Judgment") accepting both appeals, revoking the First Instance Judgment, ruling for non-qualitative jurisdiction of the first instance court to review the case and referred the matter to the administrative court in Assiut, Egypt (the "Assiut Administrative Court") for a hearing to be held on March 16, 2014. This hearing was subsequently rescheduled to May 17, 2014 and ultimately was not held because the case file had not been completed on time in order for it to be referred to the Assiut Administrative Court. The SCA submitted a report recommending that the Assiut Administrative Court to declare itself incompetent to review this case and to refer it to the Assiut Administrative Judiciary Court (the "Assiut Administrative Judiciary Court"). The Assiut Administrative Court scheduled a new hearing for October 11, 2014 to review the case. On October 15, 2014, the Assiut Administrative Court ruled for its non-jurisdiction to review the case and referred the case to the Assiut Administrative Judiciary Court. On December 11, 2014, ACC filed an appeal against the Assiut Administrative Court ruling requesting that its enforcement be suspended until a judgment is issued on the appeal filed before the Cassation Court on March 12, 2014 (the "Appeal"). On February 10, 2015 and March 17, 2015, hearings were held before the Assiut Administrative Judiciary Court's SCA in which the SCA decided to adjourn in order to prepare the corresponding report to be submitted for the consideration of the Assiut Administrative Judiciary Court. On October 2015, the SCA issued a report recommending mainly that due to the absence of geographical jurisdiction to review the case, it should be referred to the 7th Circuit of "Economic and Investment Disputes" of Cairo's State Council Administrative Judiciary Court. The Assiut Administrative Judiciary Court held a hearing for the case on February 24, 2016, in which it decided to refer the case to the First Circuit (formerly 7th Circuit) of "Economic and Investment Disputes" of Cairo's State Council Administrative Judiciary Court. Cairo's State Council Administrative Judiciary Court held a hearing on March 28, 2017 to notify the parties of the procedures, whereupon the court adjourned the hearing until June 13, 2017 in order for the parties to submit their memoranda. On June 13, 2017 the court decided to refer the case back to SCA to prepare and submit a complementary report on the merits. The SCA shall notify ACC with a new hearing date before the SCA. In a session held on February 11, 2016 in order to review the Appeal, the Assiut Administrative Judiciary Court decided to refer the case to the First Circuit of Cairo's State Council Administrative Judiciary Court, which in turn decided to refer the Appeal to the Assiut Administrative Judiciary Court. On November 9, 2016, the Assiut Administrative Judiciary Court held a session in order to review the referred Appeal, and adjourned the Appeal to February 8, 2017. On February 8, 2017, the court adjourned the hearing until June 14, 2017 in order for the parties to submit their final memoranda. On June 14, 2017 the court has postponed the case to a hearing on November 23, 2017 in order for the parties to review the submitted documents. As of June 15, 2017, we are not able to assess the likelihood of an adverse resolution regarding this lawsuit filed before the First Circuit of Cairo's State Council Administrative Judiciary Court, but if adversely resolved, we do not believe the resolution in the first instance would have an immediate material adverse impact on our results of operations, liquidity and financial condition as there are different legal recourses that we could take. However, if we exhaust all legal recourses available to us, a final adverse resolution of this matter could have a material adverse impact on our operations, liquidity and financial condition.

On March 12, 2014, ACC filed a challenge before the Cassation Court against the part of the Appeal Judgment that refers to the referral of the case to the Assiut Administrative Court and payment of the appeal expenses and attorney fees, and requested a suspension of the Appeal Judgment execution with respect to these matters until the Cassation Court renders its judgment (the "Challenge"). A hearing was held on April

12, 2016 in order to review the Challenge's summary request only, which requested the Cassation Court to stay the execution of part of the Appeal Judgment regarding the referral of the case to the Assiut Administrative Court and payment of the appeal expenses and attorney fees. At this hearing the Cassation Court rejected the summary request. As of June 15, 2017, ACC has not been notified of a session before the Cassation Court in order to review the subject matter of the Challenge. As of June 15, 2017, we are not able to assess the likelihood of an adverse resolution regarding the Challenge, but if adversely resolved, we do not believe the resolution would have an immediate material adverse impact on our results of operations, liquidity and financial condition as there are different recourses that we could take. However, if we exhaust all legal recourses available to us, a final adverse resolution of this matter could have a material adverse impact on our operations, liquidity and financial condition.

Also, on February 23, 2014, three plaintiffs filed a lawsuit before the Assiut Administrative Judiciary Court requesting the cancellation of the resolutions taken by the Holding Company's shareholders during the extraordinary general shareholders meeting pursuant to which it was agreed to sell ACC's shares and enter into the Share Purchase Agreement in 1999. A hearing held on May 17, 2014 was adjourned in order for the SCA to prepare a report to be submitted for the consideration of the Assiut Administrative Judiciary Court. On September 4, 2014, ACC received the report issued by the SCA which is non-binding to the Assiut Administrative Judiciary Court. On December 11, 2014, the Assiut Administrative Judiciary Court resolved to refer the case to the 7th Circuit of Cairo's State Council Administrative Judiciary Court. The 7th Circuit of Cairo's State Council Administrative Judiciary Court decided to adjourn to July 25, 2015 in order to review the parties' pleadings. On this hearing held on July 25, 2015, the 7th Circuit of Cairo's State Council Administrative Judiciary Court adjourned the case to September 3, 2015 for passing judgment. At the session held on September 3, 2015, the 7th Circuit of Cairo's State Council Administrative Judiciary Court ruled for staying the proceedings until the High Constitutional Court pronounces itself with regards to the challenges against the constitutionality of Law No.32/2014. As of June 15, 2017, we do not have sufficient information to assess the likelihood of the 7th Circuit of Cairo's State Council Administrative Judiciary Court cancelling the resolutions adopted by the Holding Company's shareholders, or, if such shareholders' resolutions are cancelled, how would such cancellation affect us, but if adversely resolved, we do not believe the resolution in this first instance would have an immediate material adverse impact on our results of operations, liquidity and financial condition as there are different legal recourses that we could take. However, if we exhaust all legal recourses available to us, a final adverse resolution of this matter could have a material adverse impact on our operations, liquidity and financial condition.

On April 22, 2014, Law 32/2014, which regulates legal actions to challenge agreements entered into by the Egyptian State (including its ministries, departments, special budget entities, local administrative units, authorities and state-participated companies) and third parties, was published in the Official Gazette, becoming effective as of April 23, 2014, but subject to its presentation, discussion and approval by the House of Representatives 15 days after it holds its first session. As per the provisions of Law 32/2014, and considering certain exceptions, only the parties to these agreements have standing to challenge the validity of an agreement. During October and November 2015, parliamentary elections to the House of Representatives took place and the elected House of Representatives started to hold its sessions on January 10, 2016, as expected, and Law 32/2014 was discussed and ratified on January 20, 2016, as legally required. As of March 31, 2017, a constitutional challenge has been filed against Law 32/2014 before the High Constitutional Court. The High Constitutional Court has scheduled a hearing for May 6, 2017 to proceed with the constitutional challenge that was filed against Law 32/2014 after the SCA had submitted its report with respect to the case. On May 6, 2017 the court decided to refer the case back to SCA to prepare and submit a complementary report on the merits. The SCA, if it deems it necessary, may schedule a hearing for reviewing the case before the SCA. After the SCA finishes the preparation of the complementary report, a new hearing will be scheduled before the High Constitutional Court. As of June 15, 2017, we are not able to assess if the High Constitutional Court will dismiss Law 32/2014, but if the High Constitutional Court dismisses Law 32/2014, this could adversely impact the ongoing matters regarding the Share Purchase Agreement, which could have a material adverse impact on our operations, liquidity and financial condition.

Maceo, Colombia—Legal Proceedings in Colombia. On August 28, 2012, CEMEX Colombia entered into a memorandum of understanding (the "MOU") with CI Calizas y Minerales S.A. ("CI Calizas") to acquire land, a mining concession, an environmental license, free trade zone benefits and related assets necessary to carry out the Maceo Project. In connection with the MOU, CI Calizas was represented by a non-governmental individual (the "Representative").

After the execution of the MOU, one of CI Calizas' former shareholders was linked to an expiration of property proceeding by the Colombian Attorney General's Office (the "Attorney General's Office") that, among other measures, suspended CI Calizas' ability to transfer certain assets to CEMEX Colombia as required by the MOU (the "Affected Assets"). In order to protect its interests in the Affected Assets, CEMEX Colombia joined the expiration of property proceeding, attended each procedural stage and cooperated with the Attorney General's Office. CEMEX Colombia also requested the dismissal of the expiration of property proceeding against the Affected Assets. On May 2, 2016, in order to collect further evidence, the Attorney General's Office denied CEMEX Colombia's request for the dismissal of the expiration of property proceeding. The expiration of property proceeding is in its investigative phase, pending the appointment of the *ad litem* curators by the Attorney General's Office. Upon appointment of the *ad litem* curators, the evidentiary phase will commence and the relevant evidence will be presented and studied. We expect that the Attorney General's Office's final decision as to whether it will proceed with the expiration of property proceeding with respect to the Affected Assets could take five to ten years.

In July 2013, CEMEX Colombia entered into a five-year lease agreement (the "Lease Agreement") with a depository that had been designated by the Colombian National Narcotics Directorate (*Dirección Nacional de Estupefacientes*) (the "CNND") with respect to the Affected Assets. The Lease Agreement, along with an accompanying governmental mandate, authorized CEMEX Colombia to continue the work necessary for the construction and operation of the Maceo Project during the expiration of property proceeding. The Lease Agreement is currently set to expire on July 15, 2018, unless earlier terminated by the Colombian Administrator of Special Assets (*Sociedad de Activos Especiales S.A.S*) (the "SAE"), which assumed the functions of the CNND after the CNND's liquidation. CEMEX Colombia plans to negotiate an extension to the term of the Lease Agreement and intends to continue using the Affected Assets pursuant to the terms of the Lease Agreement and accompanying mandate.

Assuming that CEMEX Colombia conducted itself in good faith, and taking into account that its investments in the Maceo Project were incurred with the consent of the SAE and CI Calizas under the Lease Agreement and the accompanying mandate, we believe the value of such investments is protected by Colombian law. Colombian law provides that, if a person builds on another person's property with the knowledge of such other person, the person that built on the property shall be compensated with the value of what was built or otherwise be transferred the property in the event the owner of the property decides to recover possession. We also believe that, during the term of the Lease Agreement and the accompanying mandate, CEMEX Colombia may use the Affected Assets in order to operate the Maceo Project. In the event that CEMEX Colombia's right to the Affected Assets is extinguished in favor of the government of Colombia, which we believe is unlikely, the SAE may decide not to sell the Affected Assets to CEMEX Colombia or not to extend the Lease Agreement. In either case, under Colombian law, CEMEX Colombia would be entitled to compensation for the value of the investments made in the Maceo Project. As of June 15, 2017, we were not able to assess the likelihood of CEMEX Colombia receiving an adverse decision relating to the expiration of property proceedings or if the ownership of the assets subject to the MOU will be extinguished in favor of the Republic of Colombia. However, as of June 15, 2017, we believe that an adverse resolution in which CEMEX Colombia is not compensated for the value of its investments in the Maceo Project could have a material adverse effect on our results of operations, liquidity or financial condition.

On December 30, 2013, CEMEX Colombia and the Representative entered into a different memorandum of understanding (the "Land MOU"), pursuant to which the Representative would represent CEMEX Colombia in the acquisition of lands adjacent to the Maceo Project. In connection with the Maceo Project, CEMEX Colombia conveyed to the Representative over U.S.$15 million, including cash payments and interest (based on an exchange rate of 2,880.24 Colombian Pesos to U.S.$1.00 as of March 31, 2017). Due to the expiration of property proceeding against the Affected Assets described above, the acquisition of the Affected Assets was not finalized.

During 2016, CEMEX, S.A.B. de C.V. received reports through its anonymous reporting hotline regarding potential misconduct by certain employees, including with regard to the Maceo Project. CEMEX, S.A.B. de C.V. initiated an investigation and internal audit pursuant to its corporate governance policies and its code of ethics.

On September 23, 2016, CEMEX Latam disclosed that it had identified irregularities in the process for the purchase of the land related to the Maceo Project in an accusation with the Attorney General's Office so that the Attorney General's Office may take the actions it deems appropriate. Further, on December 20, 2016, CEMEX Latam enhanced such filing with additional information and findings obtained as of such date. On June 1, 2017 the Attorney General's Office petitioned a hearing for imputation of charges (*audiencia de imputación de cargos*) against two former employees of CEMEX and a representative of CI Calizas, such hearing is scheduled to take place on August 1, 2017.

On September 23, 2016, CEMEX Latam and CEMEX Colombia terminated the employment of the Vice President of Planning of CEMEX Latam, who was also CEMEX Colombia's Director of Planning, and the Legal Counsel of CEMEX Latam, who was also the General Counsel of CEMEX Colombia. In addition, effective as of September 23, 2016, the Chief Executive Officer of CEMEX Latam, who was also the President of CEMEX Colombia, resigned from both positions. On October 4, 2016, in order to strengthen levels of leadership, management and corporate governance practices, the Board of Directors of CEMEX Latam resolved to split the roles of Chairman of the Board of Directors of CEMEX Latam, Chief Executive Officer of CEMEX Latam and Director of CEMEX Colombia, and appointed a new Chairman of the Board of Directors of CEMEX Latam, a new Chief Executive Officer of CEMEX Latam, a new Director of CEMEX Colombia and a new Vice President of Planning of CEMEX Latam and CEMEX Colombia. A new legal counsel for CEMEX Latam and CEMEX Colombia was also appointed during the fourth quarter of 2016.

Additionally, pursuant to the requirements of CEMEX, S.A.B. de C.V.'s and CEMEX Latam's audit committees, CEMEX Colombia retained external counsel to assist CEMEX Latam and CEMEX Colombia to collaborate as necessary with the Attorney General's Office, as well as to assist on other related matters. A forensic investigator in Colombia was engaged, as well.

The Attorney General's Office is investigating the irregularities in connection with the transactions conducted pursuant to the MOU and the Land MOU. Such investigation is in its initial phase and, as such, we cannot predict what actions, if any, the Attorney General's Office may implement. Any actions by the Attorney General's Office and any actions taken by us in response to the aforementioned irregularities regarding the Maceo Project, including, but not limited to, the departure of the abovementioned executives, could have a material adverse effect on our results of operations, liquidity or financial condition.

SEC Investigation Relating to the Legal Proceedings in Colombia. In December 2016, CEMEX, S.A.B. de C.V. received subpoenas from the SEC seeking information to determine whether there have been any violations of the U.S. Foreign Corrupt Practices Act stemming from the Maceo Project. These subpoenas do not mean that the SEC has concluded that CEMEX, S.A.B. de C.V. or any of its affiliates violated the law. As discussed in " — *Maceo, Colombia—Legal Proceedings in Colombia*," internal audits and investigations by CEMEX, S.A.B. de C.V. and CEMEX Latam had raised questions about payments relating to the Maceo Project. The payments made to the Representative in connection with the Maceo Project did not adhere to CEMEX, S.A.B. de C.V.'s and CEMEX Latam's internal controls. As announced on September 23, 2016, the CEMEX Latam and CEMEX Colombia officers responsible for the implementation and execution of the above referenced payments were terminated and the then Chief Executive Officer of CEMEX Latam resigned. CEMEX, S.A.B. de C.V. has been cooperating with the SEC and the Attorney General's Office and intends to continue cooperating fully with the SEC and the Attorney General's Office. It is possible that the United States Department of Justice or investigatory entities in other jurisdictions may also open investigations into this matter. To the extent they do so, CEMEX, S.A.B. de C.V. intends to cooperate fully with any such inquiries. As of June 15, 2017, CEMEX, S.A.B. de C.V. is unable to predict the duration, scope, or outcome of the SEC investigation or any other investigation that may arise; however, CEMEX, S.A.B. de C.V. does not expect the SEC investigation to have a material adverse impact on its consolidated results of operations, liquidity or financial position.

Maceo, Colombia—Operational Matters. On October 27, 2016, CEMEX Latam decided to postpone the commencement of operations of the cement plant in Maceo, Colombia. This decision was mainly due to the following circumstances:

(1) CEMEX Colombia has not received permits required to finalize road access to such cement plant. If such permits are obtained, CEMEX Latam estimates that the road access could be available in July 2017. The only existing access to such cement plant cannot guarantee safety or operations and could limit the capacity to transport products from the cement plant;

(2) CEMEX Colombia has not received a final response to the request to expand the free trade zone that covers the Maceo Project in order to commission a new clinker line at such cement plant. Failure to obtain such expansion would jeopardize CEMEX Colombia's capability to consolidate the benefits that would otherwise be available for CEMEX Colombia in the area. As of June 15, 2017, the Colombian Ministry of Trade, Industry and Tourism (*Ministerio de Comercio, Industria y Turismo*) has not reached a final decision with respect to CEMEX Colombia's request to expand the free trade zone. CEMEX Colombia believes the delay in such decision could be related to the expiration of property proceeding against the Affected Assets, as discussed in "*—Maceo, Colombia—Legal Proceedings in Colombia*";

(3) The environmental license and the mining concession related to the Maceo Project are currently held by different legal entities, which is contrary to typical procedure in Colombia. The environmental license related to the Maceo Project is held by Central de Mezclas S.A. ("Central de Mezclas"), a subsidiary of CEMEX Colombia. However, the mining permit related to the Maceo Project was remanded back to CI Calizas as a result of the revocation of such mining concession by the Mining Secretariat (*Secretaría de Minas*) of Antioquia in December 2013; and

(4) CEMEX Colombia determined that the area covered by the environmental license related to the Maceo Project partially overlapped with a District of Integrated Management (*Distrito de Manejo Integrado*), which could limit the granting of the environmental license modification. Such modification seeks to achieve an increase in the proposed production under the project of up to 950,000 tons.

In connection with the environmental license that had been issued for the Maceo Project, during the second half of 2016, Corantioquia, the regional environmental agency with jurisdiction over the Maceo Project environmental license, requested authorization and consent from Central de Mezclas to reverse the assignment of the environmental license for the Maceo Project back to CI Calizas, which also holds the corresponding mining title. Central de Mezclas has petitioned Corantioquia to evaluate the basis for such request.

CEMEX Colombia had requested a modification to the environmental license, and on December 13, 2016, Corantioquia notified Central de Mezclas that it had adopted the decision to deny the request for modification of the environmental license related to the Maceo Project to 950,000 tons per annum on the basis of the overlap of the project area with the District of Integrated Management. On December 14, 2016, Central de Mezclas appealed the decision. On March 28, 2017, Central de Mezclas was notified of Corantioquia's decision, which affirmed the decision that had previously denied the modification of the environmental license for a 950,000 per annum project. As a result, as of June 15, 2017, CEMEX Colombia was actively working on the zoning and compatibility of the District of Integrated Management, as well as analyzing alternatives for a partial adjustment to the District of Integrated Management, to avoid future discussions regarding feasibility of expanding the proposed production in the Maceo Project beyond 950,000 tons per annum.

Once these alternatives are implemented, CEMEX Colombia will reconsider submitting a new request pursuing the modification of the environmental license to expand its production of 950,000 tons per annum as initially planned. In the meantime, CEMEX Colombia will limit its activities to those that do not have a negative impact on the District of Integrated Management.

CEMEX Colombia and Central de Mezclas plan to continue to work on solving the issues causing the postponement of the commissioning of the Maceo Project cement plant in order to capture, as soon as reasonably possible, the full operating benefits of this facility in Colombia. CEMEX Colombia believes some of these issues could be related to the expiration of property proceeding against the Affected Assets. As of June 15, 2017, we do not expect to suffer a material adverse impact to our results of operations, liquidity or financial condition as a result of the Maceo Project cement plant not being commissioned to operate pending resolution of these issues.

Quarry matter in France. One of our subsidiaries in France, CEMEX Granulats Rhône Méditerranée ("CEMEX Granulats"), is a party to a contract executed in 1990 (the "Quarry Contract") with SCI La Quinoniere ("SCI"), pursuant to which CEMEX Granulats has drilling rights to extract reserves and conduct

quarry remediation at a quarry in the Rhone region of France. In 2012, SCI filed a claim against CEMEX Granulats for breach of the Quarry Contract, requesting the rescission of the Quarry Contract and damages plus interest, totaling an aggregate amount of approximately €55 million (approximately U.S.$58.63 million as of March 31, 2017, based on an exchange rate of €0.9380 to U.S.$1.00), resulting from CEMEX Granulats having partially filled the quarry allegedly in breach of the terms of the Quarry Contract. On May 18, 2016, CEMEX Granulats was notified about an adverse judgment in this matter by the corresponding court in Lyon, France, primarily ordering the rescission of the Quarry Contract and damages plus interest, totaling an aggregate amount of approximately €55 million (approximately U.S.$58.63 million as of March 31, 2017, based on an exchange rate of €0.9380 to U.S.$1.00). We believe this judgment is not enforceable. On June 6, 2016, CEMEX Granulats filed the notice of appeal with the appeals court in Lyon, France and on September 5, 2016, CEMEX Granulats filed the first submission of the full appeal together with its arguments and evidence. Proceedings on any additional hearings regarding this appeal or any other actions CEMEX Granulats may initiate in this matter could take approximately 18 months to be finalized. There can be no assurance as to whether or not CEMEX Granulats will receive an adverse result to any appeals or any other recourses it may pursue. An adverse resolution on this matter could have a material adverse impact on our results of operations, liquidity and financial condition.

As of June 15, 2017, we are involved in various legal proceedings involving, but not limited to, product warranty claims, environmental claims, claims regarding the procurement and supply of products, indemnification claims relating to divestments and acquisitions and similar types of claims brought against us that have arisen in the ordinary course of business. We believe we have made adequate provisions to cover both current and contemplated general and specific litigation risks, and we believe these matters will be resolved without any significant effect on our operations, financial position and results of operations. We are sometimes able to make and disclose reasonable estimates of the expected loss or range of possible loss, as well as disclose any provision accrued for such loss. However, for a limited number of ongoing legal proceedings, we may not be able to make a reasonable estimate of the expected loss or range of possible loss or may be able to do so but believe that disclosure of such information on a case-by-case basis would seriously prejudice our position in the ongoing legal proceedings or in any related settlement discussions. Accordingly, in these cases, we have disclosed qualitative information with respect to the nature and characteristics of the contingency, but have not disclosed the estimate of the range of potential loss.

SCHEDULE 13
MATERIAL SUBSIDIARIES

As at 31 December 2016

Assiut Cement Company

Cementos Bayano, S.A.

CEMEX Asia B.V.

CEMEX Central, S.A. de C.V.

CEMEX Colombia, S.A.

CEMEX Concretos, S. A. de C.V.

CEMEX Construction Materials Florida LLC

CEMEX Construction Materials Pacific LLC

CEMEX Corp.

CEMEX Egypt for Distribution S.A.E.

CEMEX Africa & Middle East Investments B.V.

CEMEX España, S.A.

CEMEX Finance LLC

CEMEX France Gestion (S.A.S.)

CEMEX, Inc.

CEMEX Investments Limited

CEMEX Materials, LLC

CEMEX México, S.A. de C.V.

CEMEX Operaciones México, S.A. de C.V.

Cemex Research Group AG

CEMEX TRADEMARKS HOLDING Ltd.

CEMEX UK

CEMEX UK Operations Limited

CEMEX, S.A.B. de C.V.

Corporación Cementera Latinoamericana, S.L.U.

Empresas Tolteca de México, S.A. de C.V.

Interamerican Investments, Inc.

New Sunward Holding BV

Sunbelt Investment, Inc.

SCHEDULE 14
TIMETABLES

	Loans in dollars	Loans in sterling	Loans in euro	Loans in Mexican pesos
Delivery of a duly completed Utilisation Request (Clause 5.1 (*Delivery of a Utilisation Request*)) or a Selection Notice (Clause 10.1 (*Selection of Interest Periods*))	U-3 9:30 a.m.	U-3 9:30 a.m.	U-3 9:30 a.m.	U-3 9:30 a.m.
Agent notifies the Lenders of the Loan in accordance with Clause 5.5 (*Lenders' participation*)	U-3 3:00 p.m.	U-3 3:00 p.m.	U-3 3:00 p.m.	U-3 3:00 p.m.
LIBOR, EURIBOR or TIIE is fixed	Quotation Day 11:00 a.m. in respect of LIBOR	Quotation Day 11:00 a.m. in respect of LIBOR	Quotation Day 11:00 a.m. (Brussels time) in respect of EURIBOR	Quotation Day as of 12:00 p.m. Mexico City Time in respect of TIIE
(For utilisations in Mexican pesos only) Agent notifies Lenders of the TIIE rate)				Quotation Day +1
Delivery of funds corresponding to each Lender's participation in the Loan	U 9:00 a.m.	U 9.00 a.m.	U 9:00 a.m.	U 9:00 a.m.

"U" = date of utilisation or, if applicable, in the case of a Loan that has already been borrowed, the first day of the relevant Interest Period for that Loan.

"U – X" = X Business Days prior to date of utilisation or, if applicable, in the case of a Loan that has already been borrowed, the first day of the relevant Interest Period for that Loan.

SCHEDULE 15
FORM OF CONFIDENTIALITY UNDERTAKING

CONFIDENTIALITY UNDERTAKING

[Letterhead of Potential Purchaser]

To: [*Insert name of Seller*]

From: [*Insert name of Potential Purchaser*]

Dated:

Dear Sirs

CEMEX, S.A.B. de C.V. – Facilities Agreement
dated [ ] July 2017 (the "Facilities Agreement")

We are considering acquiring an interest in the Facilities Agreement which, subject to the terms of the Facilities Agreement, may be by way of novation, assignment, the entering into, whether directly or indirectly, of a sub-participation or any other similar transaction under which payments are to be made or may be made by reference to one or more relevant Finance Documents and/or one or more relevant Obligors or by way of investing in or otherwise financing, directly or indirectly, any such novation, assignment, sub-participation or other similar transaction (each, an "**Acquisition**"). In consideration of you agreeing to make available to us certain information in relation to each Acquisition, by our signature of this letter we agree as follows (acknowledged and agreed by you by your signature of a copy of this letter):

1. **Confidentiality Undertaking**

We undertake in relation to each Acquisition whether completed or not, (a) to keep all Confidential Information confidential and not to disclose it to anyone, save to the extent permitted by paragraph 2 below and to ensure that all Confidential Information is protected with security measures and a degree of care that would apply to our own confidential information, (b) until that Acquisition is completed to use the Confidential Information only for the Permitted Purpose, (c) to keep confidential and not disclose to anyone except as provided for by paragraph 2 below the fact that the Confidential Information has been made available or that discussions or negotiations are taking place or have taken place between us in connection with the Facilities, and (d) to use all reasonable endeavours to ensure that any person to whom we pass any Confidential Information (unless disclosed under paragraph 2 below) acknowledges and complies with the provisions of this letter as if that person were also a party to it.

2. **Permitted Disclosure**

You agree that we may disclose:

2.1 to any of our Affiliates and any of our or their officers, directors, employees, professional advisers and auditors such Confidential Information as we shall consider appropriate if any person to whom the Confidential Information is to be given pursuant to this paragraph 2.1 is informed in writing of its confidential nature and that some or

all of such Confidential Information may be price-sensitive information, except that there shall be no such requirement to so inform if the recipient is subject to professional obligations to maintain the confidentiality of the information or is otherwise bound by requirements of confidentiality in relation to the Confidential Information;

2.2 subject to the requirements of the Facilities Agreement, to any person:

(a) to (or through) whom we assign or transfer (or may potentially assign or transfer) all or any of our rights and/or obligations which we may acquire under the Facilities Agreement such Confidential Information as we shall consider appropriate if the person to whom the Confidential Information is to be given pursuant to this sub-paragraph (a) of paragraph 2.2 has delivered a letter to you materially in equivalent form to this letter;

(b) with (or through) whom we enter into (or may potentially enter into) any sub-participation in relation to, or any other transaction under which payments are to be made or may be made by reference to the Facilities Agreement in relation to that Acquisition or any Obligor such Confidential Information as we shall consider appropriate if the person to whom the Confidential Information is to be given pursuant to this sub-paragraph (b) of paragraph 2.2 has delivered a letter to you in materially equivalent form to this letter;

(c) to whom information is required or requested to be disclosed by any governmental, banking, taxation or other regulatory authority or similar body, the rules of any recognised stock exchange or pursuant to any applicable law or regulation such Confidential Information as we shall consider appropriate; and

2.3 notwithstanding paragraphs 2.1 and 2.2 above, Confidential Information to such persons to whom, and on the same terms as, a Finance Party is permitted to disclose Confidential Information under the Facilities Agreement to which that Acquisition relates, as if such permissions were set out in full in this letter and as if references in those permissions to Finance Party were references to us for the purposes of that Acquisition.

3. **Notification of Disclosure**

We agree in relation to each Acquisition (whether completed or not), (to the extent permitted by law and regulation) to inform you:

3.1 of the circumstances of any disclosure of Confidential Information made pursuant to sub-paragraph (c) of paragraph 2.2 above, except where such disclosure is made to any of the persons referred to in that paragraph during the ordinary course of its supervisory or regulatory function; and

3.2 upon becoming aware that Confidential Information has been disclosed in breach of this letter.

4. **Return of Copies**

If we do not enter into or complete the Acquisition and you so request in writing, we shall return all Confidential Information supplied by you to us in relation to that Acquisition and destroy or permanently erase (to the extent technically practicable) all copies of Confidential Information made by us and use all reasonable endeavours to ensure that anyone to whom we have supplied any Confidential Information destroys or permanently erases (to the extent technically practicable) such Confidential Information and any copies made by them, in each case save to the extent that we or the recipients are required to retain any such Confidential Information by any applicable law, rule or regulation or by any competent judicial, governmental, supervisory or regulatory body or in accordance with internal policy, or where the Confidential Information has been disclosed under sub-paragraph (c) of paragraph 2.2 above.

5. **Continuing Obligations**

The obligations in this letter are continuing and, in particular, shall survive and remain binding on us in relation to each Acquisition (whether completed or not) until (a) if we become a party to the Facilities Agreement as a lender of record, the date on which we become such a party to the Facilities Agreement; (b) if we enter into the Acquisition but it does not result in us becoming a party to the Facilities Agreement as a lender of record, the date falling twelve months after the date on which all of our rights and obligations contained in the documentation entered into to implement the Acquisition have terminated; or (c) in any other case the date falling twelve months after the date at which we have returned all Confidential Information supplied by you to us and destroyed or permanently erased (to the extent technically practicable) all copies of Confidential Information made by us (other than any such Confidential Information or copies which have been disclosed under paragraph 2 above (other than paragraph 2(a)) or which, pursuant to paragraph 4 above, are not required to be returned or destroyed).

6. **No Representation; Consequences of Breach, etc**

We acknowledge and agree that:

6.1 neither you, nor any member of the Group nor any of your or their respective officers, employees or advisers (each a "**Relevant Person**") (i) make any representation or warranty, express or implied, as to, or assume any responsibility for, the accuracy, reliability or completeness of any of the Confidential Information or any other information supplied by you in relation to the Acquisition or the assumptions on which it is based or (ii) shall be under any obligation to update or correct any inaccuracy in the Confidential Information or any other information supplied by you in relation to the Acquisition or be otherwise liable to us or any other person in respect of the Confidential Information or any such information; and

6.2 you or members of the Group may be irreparably harmed by the breach of the terms of this letter and damages may not be an adequate remedy; each Relevant Person may be granted an injunction or specific performance for any threatened or actual breach of the provisions of this letter by us.

7. **Entire Agreement: No Waiver; Amendments, etc**

7.1 This letter constitutes the entire agreement between us in relation to our obligations regarding Confidential Information and supersedes any previous agreement, whether express or implied, regarding Confidential Information.

7.2 No failure to exercise, nor any delay in exercising, any right or remedy under this letter will operate as a waiver of any such right or remedy or constitute an election to affirm this letter. No election to affirm this letter will be effective unless it is in writing. No single or partial exercise of any right or remedy will prevent any further or other exercise thereof or the exercise of any other right or remedy under this letter.

7.3 The terms of this letter and our obligations under this letter may only be amended or modified by written agreement between the parties and the Borrower.

8. **Inside Information**

We acknowledge that some or all of the Confidential Information is or may be price-sensitive information and that the use of such information may be regulated or prohibited by applicable legislation including securities laws relating to insider dealing and market abuse, and we undertake not to use any Confidential Information for any unlawful purpose.

9. **Nature of Undertakings**

The undertakings given by us under this letter are given to you and are also given for the benefit of the Borrower and each other member of the Group.

10. **Third Party Rights**

10.1 Subject to this paragraph 10 and to paragraphs 6 and 9, a person who is not a party to this letter has no right under the Contracts (Rights of Third Parties) Act 1999 (the "**Third Parties Act**") to enforce or to enjoy the benefit of any term of this letter.

10.2 The Relevant Persons may enjoy the benefit of the terms of paragraphs 6 and 9 subject to and in accordance with this paragraph 10 and the provisions of the Third Parties Act.

10.3 Notwithstanding any provisions of this letter, the parties to this letter do not require the consent of any Relevant Person (other than the Borrower) to rescind or vary this letter at any time.

11. **Governing Law and Jurisdiction**

11.1 This letter (including the agreement constituted by your acknowledgement of its terms) (the "**Letter**") and any non-contractual obligations arising out of or in connection with it (including any non-contractual obligations arising out of the negotiation of the transaction contemplated by this Letter) are governed by English law.

11.2 The parties hereto agree that the courts of England have non-exclusive jurisdiction to settle any dispute arising out of or in connection with this Letter (including a dispute relating to any non-contractual obligation arising out of or in connection with either this Letter or the negotiation of the transaction contemplated by this Letter) and hereby waive any right to which any of them may be entitled on account of place of their present or future residence or domicile or for any other reason.

12. **Definitions**

In this letter (including the acknowledgement set out below) terms defined in the Facilities Agreement shall, unless the context otherwise requires, have the same meaning and:

"**Confidential Information**" means, in relation to each Acquisition, all information relating to the Borrower, any Obligor, the Group, the Finance Documents, the Facilities and/or the Acquisition which is provided to us in relation to the Finance Documents or the Facilities by you or any of your affiliates or advisers, in whatever form, and includes information given orally and any document, electronic file or any other way of representing or recording information which contains or is derived or copied from such information but excludes information that:

(a) is or becomes public information other than as a direct or indirect result of any breach by us of this letter; or

(b) is identified in writing at the time of delivery as non-confidential by you or your advisers; or

(c) is known by us before the date the information is disclosed to us by you or any of your affiliates or advisers or is lawfully obtained by us after that date, from a source which is, as far as we are aware, unconnected with the Group and which, in either case, as far as we are aware, has not been obtained in breach of, and is not otherwise subject to, any obligation of confidentiality.

"**Group**" means the Borrower and each of its subsidiaries for the time being.

"**Permitted Purpose**" means considering and evaluating whether to enter into and complete the Acquisition.

Please acknowledge your agreement to the above by signing and returning the enclosed copy of this letter.

Yours faithfully

.....

For and on behalf of

[*Potential Purchaser*]

To: [*Potential Purchaser*]

.....

We acknowledge and agree to the above:

.....

For and on behalf of

[*Seller*]

SCHEDULE 16
FORM OF ACCORDION CONFIRMATION

To: [•] as Agent, **[•]** as Security Agent for itself and each of the other parties to the Intercreditor Agreement referred to below, and CEMEX, S.A.B. de C.V. as the Borrower, for and on behalf of each Obligor

From: [*the Increase Lender*] (the "**Accordion Lender**")

Dated:

CEMEX, S.A.B. de C.V. – Facilities Agreement
dated [ ] July 2017 (the "Facilities Agreement")

1. We refer to the Facilities Agreement and to the Intercreditor Agreement (as defined in the Facilities Agreement). This agreement (the "**Agreement**") shall take effect as an Accordion Confirmation for the purpose of the Facilities Agreement and as a Creditor/Agent/Security Agent Accession Undertaking (as defined in the Intercreditor Agreement) for the purposes of the Intercreditor Agreement (and as defined in the Intercreditor Agreement). Terms defined in the Facilities Agreement have the same meaning in this Agreement unless given a different meaning in this Agreement.

2. We refer to Clause 2.2 (*Accordion*) of the Facilities Agreement.

3. The Accordion Lender agrees to assume and will assume all of the obligations corresponding to the Commitment specified in the Schedule (the "**Relevant Commitment**") as if it was an Original Lender under the Facilities Agreement.

4. The proposed date on which the increase in relation to the Accordion Lender and the Relevant Commitment is to take effect (the "**Increase Date**") is [•].

5. The Availability Period for the first Utilisation of the Relevant Commitment means the period from and including the Increase Date to the date falling 15 Business Days after the Increase Date.

6. On the Increase Date, the Accordion Lender becomes:

   (a) party to the relevant Finance Documents (other than the Intercreditor Agreement) as a Lender; and

   (b) party to the Intercreditor Agreement as a Refinancing Creditor (as defined in the Intercreditor Agreement).

7. The Facility Office and address, fax number and attention details for notices to the Lender for the purposes of Clause 34.2 (*Addresses*) are set out in the Schedule.

8. The Accordion Lender expressly acknowledges the limitations on the Lenders' obligations referred to in paragraph (h) of Clause 2.2 (*Accordion*).

9. The Accordion Lender confirms, for the benefit of the Agent and without liability to any Obligor, that it is [a Qualifying Lender (other than a Treaty Lender)]/[a Treaty Lender]/[not a Qualifying Lender]*.

10. We refer to clause 14.6 (*Creditor/Agent/Security Agent Accession Undertaking*) of the Intercreditor Agreement.

    In consideration of the Accordion Lender being accepted as a Refinancing Creditor for the purposes of the Intercreditor Agreement (and as defined in the Intercreditor Agreement), the Accordion Lender confirms that, as from the Increase Date, it intends to be party to the Intercreditor Agreement as a Refinancing Creditor, and undertakes to perform all the obligations expressed in the Intercreditor Agreement to be assumed by a Refinancing Creditor and agrees that it shall be bound by all the provisions of the Intercreditor Agreement, as if it had been an original party to the Intercreditor Agreement.

11. For the purposes of articles 1334 *et seq*. of the French Civil Code, it is expressly agreed that the Security created under the Security Documents governed by French law shall be preserved and maintained for the benefit of the Security Agent, the Accordion Lender and the remaining Finance Parties.

12. The Accordion Lender may, in the case of an assignment of rights by the Existing Lender under this Transfer Certificate, if it considers it necessary to make the assignment effective against any French Obligor, arrange for it to be notified to, or acknowledged by, such French Obligor in accordance with the provisions of article 1324 of the French Civil Code.

13. This Agreement may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this Agreement.

14. This Agreement and any non-contractual obligations arising out of or in connection with it are governed by English law.

15. This Agreement has been entered into on the date stated at the beginning of this Agreement.

Note: The execution of this Accordion Confirmation may not be sufficient for the Accordion Lender to obtain the benefit of the Transaction Security in all jurisdictions. It is the responsibility of the Accordion Lender to ascertain whether any other documents or other formalities are required to obtain the benefit of the Transaction Security in any jurisdiction and, if so, to arrange for execution of those documents and completion of those formalities.

THE SCHEDULE

Relevant Commitment/rights and obligations to be assumed by the Accordion Lender

[*insert relevant details*]

Accordion Lender's Facility A Commitment
[•]

Relevant Repayment Date and percentage Repayment Instalments applicable to Accordion Lender's Facility A Commitment:

[•]

Accordion Lender's Facility B Commitment
[•]

Relevant Repayment Date and percentage Repayment Instalments applicable to Accordion Lender's Facility B Commitment:

[•]

Accordion Lender's Facility C Commitment
[•]

Relevant Repayment Date and percentage Repayment Instalments applicable to Accordion Lender's Facility C Commitment:

[•]

Accordion Lender's Facility D1 Commitment
[•]

Relevant Repayment Date and percentage Repayment Instalments applicable to Accordion Lender's Facility D1 Commitment:

[•]

Accordion Lender's Facility D2 Commitment
[•]

Relevant Repayment Date and percentage Repayment Instalments applicable to Accordion Lender's Facility D2 Commitment:

[•]

Accordion Lender's Facility E Commitment
[•]

Relevant Repayment Date and percentage Repayment Instalments applicable to Accordion Lender's Facility E Commitment:

[•]

Accordion Lender's Facility F Commitment
[•]

Relevant Repayment Date and percentage Repayment Instalments applicable to Accordion Lender's Facility F Commitment:

[•]

Accordion Lender's Facility G Commitment
[•]

Relevant Repayment Date and percentage Repayment Instalments applicable to Accordion Lender's Facility G Commitment:

[•]

Accordion Lender's Facility H Commitment
[•]

Relevant Repayment Date and percentage Repayment Instalments applicable to Accordion Lender's Facility H Commitment:

[•]

Accordion Lender's Facility I Commitment
[•]

Relevant Repayment Date and percentage Repayment Instalments applicable to Accordion Lender's Facility I Commitment:

[•]

Accordion Lender's Facility J Commitment
[•]

Relevant Repayment Date and percentage Repayment Instalments applicable to Accordion Lender's Facility J Commitment:

[•]

Accordion Lender's Facility K Commitment
[•]

Relevant Repayment Date and percentage Repayment Instalments applicable to Accordion Lender's Facility K Commitment:

[•]

Accordion Lender's Facility L1 Commitment
[•]

Relevant Repayment Date and percentage Repayment Instalments applicable to Accordion Lender's Facility L1 Commitment:

[•]

Accordion Lender's Facility L2 Commitment
[•]

Relevant Repayment Date and percentage Repayment Instalments applicable to Accordion Lender's Facility L2 Commitment:

[•]

Accordion Lender's Facility L3 Commitment
[•]

Relevant Repayment Date and percentage Repayment Instalments applicable to Accordion Lender's Facility L3 Commitment:

[•]

Accordion Lender's Facility L4 Commitment
[•]

Relevant Repayment Date and percentage Repayment Instalments applicable to Accordion Lender's Facility L4 Commitment:

[•]

Accordion Lender's Facility M Commitment
[•]

Relevant Repayment Date and percentage Repayment Instalments applicable to Accordion Lender's Facility M Commitment:

[•]

[Note: includes provision for a new tranche as per accordion provisions]

[*Facility Office address, fax number and attention details for notices and account details for payments*]

[Accordion Lender]

By:

This Agreement is accepted as an Accordion Confirmation for the purposes of the Facilities Agreement by the Agent, and as a Creditor/Agent/Security Agent Accession Undertaking for the purposes of the Intercreditor Agreement by the Security Agent and the Increase Date is confirmed as [•].

For and on behalf of

Agent

By:

For and on behalf of

Security Agent

By:

NOTES:

* Delete as applicable - each Accordion Lender is required to confirm which of these three categories it falls within.

SCHEDULE 17
SUSTAINABILITY-LINKED LOANS – KPIS

1. The annual targets for each KPI (the "**Annual KPI Targets**") and penalty thresholds for each KPI (the "**Penalty Thresholds**") are as follows:

2019	Annual KPI Target / Penalty Threshold	2020	2021	2022	2023	2024	2025
1. Reduction of net CO2 emissions per cementitious product vs 1990 (%)							
22.4%	Annual KPI Target	23.0%	23.5%	24.0%	25.0%	26.0%	27.0%
	Penalty Threshold	22.4%	23.0%	23.5%	24.0%	25.0%	26.0%
2.Power consumption from green energy in cement (%)							
30%	Annual KPI Target	27.0%	27.3%	33.5%	34.1%	34.7%	37.1%
	Penalty Threshold	26.0%	26.8%	32.5%	33.5%	34.1%	36.1%

2019	Annual KPI Target / Penalty Threshold	2020	2021	2022	2023	2024	2025
3.Quarry rehabilitation plans, Biodiversity Action Plans (BAPs), and third party certification (% from target quarries)							
72%	Annual KPI Target	73%	77%	81%	84%	86%	89%
	Penalty Threshold	72%	73%	77%	81%	84%	86%
4.Implementation of Water Management Plans in sites located on water-scarce areas (%)							
N/A	Annual KPI Target	N/A	10%	20%	30%	40%	50%
	Penalty Threshold	N/A	5%	15%	25%	35%	45%
5.Clinker Factor (average clinker content in cement produced) (%) (the "Clinker Factor KPI")							
78.7%	Annual KPI Target	78.5%	78.0%	77.5%	77.0%	76.5%	76.0%
	Penalty Threshold	78.7%	78.5%	78.0%	77.5%	77.0%	76.5%

2. The definition of each key performance indicator ("**KPI**") and the performance of the Borrower in relation to each Annual KPI Target and Penalty Threshold are to be made by reference to the Borrower's annual integrated report which provides an analysis of the Borrower's strategic vision, performance, governance and value creation (the "**Integrated Report**").

Note: KPMG verifies the data and calculation process for the Borrower's annual KPIs associated with CO2 and other emissions, biodiversity, water and Clinker Factor. Further, the Integrated Report is filed (signed and certified) each year with the United States Securities and Exchange Commission and with the Mexican Stock Exchange.

The KPI names as presented in the Integrated Report may vary from time to time from those included in this Schedule 17 without having any impact on the scope or the calculation methodologies for such KPIs. Any such name changes will be explained in the corresponding KPI Certificate.

For the purposes of the Sustainability-Linked Loans and the Annual KPI Targets and Penalty Thresholds, the Clinker Factor KPI will be calculated as the "average clinker content in cement produced (%)" (the corresponding Annual KPI Targets and Penalty Thresholds included for the Clinker Factor KPI are consistent with this calculation methodology).

The Integrated Report currently reports Clinker Factor using an alternative calculation methodology based on cementitious volumes. Lenders should be aware that the calculations for both metrics under these methodologies are reviewed by KPMG (and the Borrower will include the details of the calculations in the KPI Certificate)..

3. Within 150 days of the end of the Borrower's Financial Years, the Borrower shall supply to the Agent the Integrated Report (or extracts of it) in respect of the preceding year, along with a certificate signed by two Responsible Officers of the Borrower setting out:

(a) whether the Borrower:

(i) has achieved or surpassed its annual target in respect of each KPI;

(ii) has not achieved its annual target in respect of each KPI but has not crossed the Penalty Threshold for each KPI; or

(iii) has not achieved its annual target in respect of each KPI and has crossed the Penalty Threshold for each KPI;

(b) that:

(i) for each KPI where the Borrower reports that it has achieved or surpassed an Annual KPI Target, as set out pursuant to paragraph 3(a)(i) above, there will be a 0.01 per cent. reduction in the Margin figures contained in column 2 and column 3 of the Margin grid at paragraph (b) of the definition of Margin;

(ii) for each KPI where the Borrower reports that it has not achieved an Annual KPI Target but has not crossed the Penalty Threshold for that KPI, as set out pursuant to paragraph 3(a)(ii) above, there will be no adjustment to the Margin figures contained in column 2 and column 3 of the Margin grid at paragraph (b) of the definition of Margin; and

(iii) for each KPI where the Borrower reports that it has not achieved an Annual KPI Target and has crossed the Penalty Threshold, as set out pursuant to paragraph 3(a)(iii) above, there will be a 0.01 per cent. increase in the Margin figures contained in column 2 and column 3 of the Margin grid at paragraph (b) of the definition of Margin;

(c) what, as a result, the new Margin is in respect of each Facility;

(d) that the new Margin will apply from and including the subsequent Interest Period until the end of the Interest Period during which the Borrower submits the Integrated Report (or extracts of it) in respect of the following year;

(e) the calculations for the Clinker Factor KPI to the extent not reported in the Integrated Report, as calculated based on the definition to be used for the purposes of the Sustainability-Linked Loans and the Annual KPI Targets and Penalty Thresholds (average clinker content in cement produced (%)); and

(f) if applicable, an explanation of any KPI name change,

(the "**KPI Certificate**").

4. The adjustment to the Margin figures at column 2 and column 3 of the Margin grid at paragraph (b) of the definition of Margin included in each KPI Certificate will be the net discount/penalty considering the performance of the Borrower in relation to each of the five KPIs. Therefore, the maximum decrease in the Margin figures each year will be 0.05% and the maximum increase in the Margin figures each year will be 0.05%.

5. To the extent any event occurs (which would include, without limitation, a material disposal or material acquisition) which, in the opinion of the Borrower and the Sustainability Coordinator, acting reasonably, means that one or more of the KPIs is no longer appropriate, then the Borrower and the Sustainability Coordinator will report to the Lenders that such KPI will no longer apply in relation to the Sustainability-Linked Loans for the remainder of the Sustainability-Linked Loans. In such a scenario, the Borrower will then cease to refer to the applicable KPIs in the KPI Certificate for such period.

6. To the extent the Sustainability Coordinator ceases to be a Lender, the Borrower undertakes to use reasonable endeavours to seek to appoint another entity that is a Lender to fulfil the role of Sustainability Coordinator.

SCHEDULE 18

FACILITY M – EXPECTED DEEMED UTILISATION AS AT THE 2020 FURTHER AMENDMENT EFFECTIVE DATE

Name of Original Lender	Facility M – amounts deemed to be Utilised as at the 2020 Further Amendment Effective Date
BBVA Bancomer S.A., Institución de Banca Múltiple, Grupo Financiero BBVA Bancomer	$ 30,254,185.90
Banco Santander México S.A., Institución de Banca Múltiple, Grupo Financiero Santander México	$ 30,254,185.90
Bank of America N.A., London Branch	$ 30,254,185.90
Banco Nacional de México, S.A., integrante del Grupo Financiero Banamex	$ 30,254,185.90
BNP PARIBAS, New York	$ 30,254,185.90
ING Bank N.V., Dublin Branch	$ 30,254,185.90
Crédit Agricole Corporate and Investment Bank	$ 30,254,185.90
Banco Mercantil del Norte, S.A., Institución de Banca Múltiple, Grupo Financiero Banorte	$ 30,254,185.90
JPMorgan Chase Bank, N.A.	$ 56,026,270.17
Mizuho Bank, Ltd.	$ 30,254,185.90
HSBC México, S.A., Institución de Banca Múltiple, Grupo Financiero HSBC	$ 15,330,285.43
HSBC France, Sucursal en España	$ 14,923,900.47
Intesa Sanpaolo S.p.A.	$ 25,869,856.66

Name of Original Lender		Facility M – amounts deemed to be Utilised as at the 2020 Further Amendment Effective Date
Société Générale	$	13,413,999.75
Banco Sabadell, S.A. Institución de Banca Múltiple	$	7,243,559.86
Sumitomo Mitsui Banking Corporation	$	5,173,971.33
Crédit Industriel et Commercial, London Branch	$	3,104,382.80

SIGNATURES

The Borrower

For and on behalf of

CEMEX, S.A.B. de C.V.

By:

The Original Lenders

For and on behalf of

Banco Bilbao Vizcaya Argentaria, S.A. as Original Lender

By:

For and on behalf of

Banco Mercantil del Norte, S.A., Institución de Banca Múltiple, Grupo Financiero Banorte as Original Lender

By:

For and on behalf of

Banco Nacional de Comercio Exterior, Sociedad Nacional de Crédito, Institución de Banca de Desarrollo as Original Lender

By:

For and on behalf of

Banco Nacional de México, S.A., integrante del Grupo Financiero Banamex as Original Lender

By:

For and on behalf of

Banco Santander México S.A., Institución de Banca Múltiple, Grupo Financiero Santander México as Original Lender

By:

For and on behalf of

Bank of America N.A., London Branch as Original Lender

By:

For and on behalf of

Bayerische Landesbank, New York Branch as Original Lender

By:

For and on behalf of

BBVA Bancomer S.A., Institución de Banca Múltiple, Grupo Financiero BBVA Bancomer as Original Lender

By:

For and on behalf of

BNP PARIBAS, New York as Original Lender

By:

For and on behalf of

BNP PARIBAS, S.A. Sucursal en España as Original Lender

By:

For and on behalf of

Citibank, N.A. International Banking Facility as Original Lender

By:

For and on behalf of

Crédit Agricole Corporate and Investment Bank as Original Lender

By:

For and on behalf of

Crédit Industriel et Commercial, London Branch as Original Lender

By:

For and on behalf of

Export Development Canada as Original Lender

By:

For and on behalf of

HSBC Bank plc, Sucursal en España as Original Lender

By:

For and on behalf of

HSBC Bank USA, National Association as Original Lender

By:

For and on behalf of

HSBC México, S.A., Institución de Banca Múltiple, Grupo Financiero HSBC as Original Lender

By:

For and on behalf of

ING Bank N.V., Dublin Branch as Original Lender

By:

For and on behalf of

Intesa Sanpaolo S.p.A. as Original Lender

By:

For and on behalf of

JPMorgan Chase Bank, N.A. as Original Lender

By:

For and on behalf of

Mizuho Bank, Ltd. as Original Lender

By:

For and on behalf of

National Westminster Bank plc as Original Lender

By:

For and on behalf of

Sabcapital, S.A. de C.V., Sociedad Financiera de Objeto Múltiple, Entidad Regulada as Original Lender

By:

For and on behalf of

Société Générale as Original Lender

By:

For and on behalf of

Sumitomo Mitsui Banking Corporation as Original Lender

By:

The Original Guarantors

For and on behalf of

CEMEX Asia B.V. as Original Guarantor

By:

For and on behalf of

CEMEX Concretos, S.A. de C.V. as Original Guarantor

By:

For and on behalf of

CEMEX Corp. as Original Guarantor

By:

For and on behalf of

CEMEX Egyptian Investments B.V. as Original Guarantor

By:

For and on behalf of

CEMEX España, S.A. as Original Guarantor

By:

For and on behalf of

CEMEX Finance LLC (formerly known as CEMEX España Finance LLC) as Original Guarantor

By:

For and on behalf of

CEMEX France Gestion (S.A.S.) as Original Guarantor

By:

For and on behalf of

CEMEX México, S.A. de C.V. as Original Guarantor

By:

For and on behalf of

Cemex Research Group AG as Original Guarantor

By:

For and on behalf of

CEMEX UK as Original Guarantor

By:

For and on behalf of

Empresas Tolteca de México, S.A. de C.V. as Original Guarantor

By:

For and on behalf of

New Sunward Holding B.V. as Original Guarantor

By:

The Original Security Providers

For and on behalf of

CEMEX Central, S.A. de C.V. as Original Security Provider

By:

For and on behalf of

CEMEX México, S.A. de C.V. as Original Security Provider

By:

For and on behalf of

CEMEX Operaciones México, S.A. de C.V. as Original Security Provider

By:

For and on behalf of

CEMEX TRADEMARKS HOLDING Ltd. as Original Security Provider

By:

For and on behalf of

CEMEX, S.A.B. de C.V. as Original Security Provider

By:

For and on behalf of

Empresas Tolteca de México, S.A. de C.V. as Original Security Provider

By:

For and on behalf of

Interamerican Investments, Inc. as Original Security Provider

By:

For and on behalf of

New Sunward Holding B.V. as Original Security Provider

By:

The Agent

For and on behalf of

CITIBANK Europe plc, UK Branch

By:

The Security Agent

For and on behalf of

Wilmington Trust (London) Limited

By

Exhibit 4.29

Execution Version

CEMEX, S.A.B. de C.V.,

THE NOTE GUARANTORS PARTY HERETO

AND

THE BANK OF NEW YORK MELLON,

AS TRUSTEE

3.875% SENIOR SECURED NOTES DUE 2031

(U.S.$ Denominated Notes)

INDENTURE

Dated as of January 12, 2021

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INDENTURE, dated as of January 12, 2021, among CEMEX, S.A.B. de C.V., a publicly traded variable stock corporation (*sociedad anónima bursátil de capital variable*) organized under the laws of the United Mexican States (the "Issuer"), the guarantors listed on Schedule I hereto, as guarantors of the Issuer's obligations under this Indenture and the Notes and The Bank of New York Mellon, as trustee (the "Trustee").

Each party agrees as follows for the benefit of the other parties and for the equal and ratable benefit of the Holders of the Issuer's 3.875% Senior Secured Notes due 2031 issued hereunder.

ARTICLE I

DEFINITIONS AND INCORPORATION BY REFERENCE

Section 1.1 Definitions.

"2017 Facilities Agreement" means the facilities agreement, dated as of July 19, 2017 (as amended or restated on April 2, 2019, November 4, 2019, May 22, 2020 and October 13, 2020), entered into among the Issuer and certain of its Subsidiaries, the financial institutions party thereto as original lenders, Citibank Europe PLC, UK Branch, as agent, and the Security Agent, as such agreement, in whole or in part, in one or more instances, may be amended, supplemented, waived or otherwise modified from time to time, and, if designated by the Issuer to be included in the definition of "2017 Facilities Agreement," such agreement as renewed, extended, substituted, refinanced, restructured or replaced (including, in each case, by means of one or more credit agreements, note purchase agreements or sales of debt securities to institutional investors whether with the original agents and lenders or otherwise and including, without limitation, any successive renewals, extensions, substitutions, refinancings, restructurings, replacements, supplementations or other modifications of the foregoing) and including, without limitation, to increase the amount of available borrowing thereunder or to add additional borrowers or guarantors or otherwise.

"2017 Facilities Agreement Indebtedness" means the Indebtedness that is subject to and outstanding under the 2017 Facilities Agreement.

"Acquired Indebtedness" means Indebtedness of a Person or any of its Subsidiaries existing at the time such Person becomes a Restricted Subsidiary or at the time it merges or consolidates with the Issuer or any of its Restricted Subsidiaries or is assumed in connection with the acquisition of assets from such Person. Such Indebtedness will be deemed to have been Incurred at the time such Person becomes a Restricted Subsidiary or at the time it merges or consolidates with the Issuer or a Restricted Subsidiary or at the time such Indebtedness is assumed in connection with the acquisition of assets from such Person.

"Acquired Subsidiary" means any Subsidiary acquired by the Issuer or any other Subsidiary after the Issue Date in an Acquisition, and any Subsidiaries of such Acquired Subsidiary on the date of such Acquisition.

"Acquiring Subsidiary" means any Subsidiary formed by the Issuer or one of its Subsidiaries solely for the purpose of participating as the acquiring party in any Acquisition, and any Subsidiaries of such Acquiring Subsidiary acquired in such Acquisition.

"Acquisition" means any merger, consolidation, acquisition or lease of assets, acquisition of securities or business combination or acquisition, or any two or more of such transactions, if, upon the completion of such transaction or transactions, the Issuer or any Restricted Subsidiary thereof has acquired an interest in any Person who would be deemed to be a Restricted Subsidiary under this Indenture and was not a Restricted Subsidiary prior thereto.

"Additional Amounts" has the meaning assigned to it in Section 3.21(b).

"Additional Note Certificate" has the meaning assigned to it in Section 2.14(b).

"Additional Note Guarantor" means CEMEX Concretos, S.A. de C.V.

"Additional Note Supplemental Indenture" means a supplement to this Indenture duly executed and delivered by the Issuer, each Note Guarantor and the Trustee pursuant to Article IX providing for the issuance of Additional Notes.

"Additional Notes" has the meaning assigned to it in Section 2.14(a).

"Affiliate" means, with respect to any specified Person, any other Person who directly or indirectly through one or more intermediaries controls, or is controlled by, or is under common control with, such specified Person. The term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise. For purposes of this definition, the terms "controlling," "controlled by" and "under common control with" have correlative meanings.

"Affiliate Transaction" has the meaning assigned to it in Section 3.18(a).

"Agent Members" has the meaning assigned to it in Section 2.7(b).

"Agents" means, collectively, the Registrar, any co-Registrar, the Paying Agents, the Transfer Agent and any other agent appointed by the Issuer hereunder.

"Applicable Procedures" means, with respect to any transfer or exchange of or for beneficial interests in a Global Note, the rules and procedures of DTC, Euroclear and Clearstream, as the case may be, that apply to such transfer or exchange, including the "Operating Procedures of the Euroclear System" and "Terms and Conditions Governing Use of Euroclear" of Euroclear and the "General Terms and Conditions of Clearstream Banking" and "Customer Handbook" of Clearstream.

"Asset Sale" means any direct or indirect sale, disposition, issuance, conveyance, transfer, lease (other than an operating lease entered into in the ordinary course of business), assignment or other transfer, including a Sale and Leaseback Transaction (each, a "disposition") by the Issuer or any Restricted Subsidiary of:

(a) any Capital Stock other than Capital Stock of the Issuer; or

(b) any property or assets (other than cash, Cash Equivalents or Capital Stock) of the Issuer or any Restricted Subsidiary;

Notwithstanding the preceding, the following will not be deemed to be Asset Sales:

(1) the disposition of all or substantially all of the assets of the Issuer and its Restricted Subsidiaries as permitted under Section 3.12;

(2) any disposition of equipment that is not usable or is obsolete or worn out equipment in the ordinary course of business or any disposition of inventory or goods (or other assets) held for sale or no longer used in the ordinary course of business;

(3) dispositions of assets with a Fair Market Value not to exceed U.S.$25.0 million in a single transaction or series of related transactions;

(4) for purposes of Section 3.12 only, the making or disposition of a Permitted Investment or Restricted Payment permitted under Section 3.11;

(5) a disposition to the Issuer or a Restricted Subsidiary, including a Person that is or will become a Restricted Subsidiary immediately after the disposition;

(6) the creation of a Lien permitted under this Indenture (other than a deemed Lien in connection with a Sale and Leaseback Transaction);

(7) (i) the disposition of Receivables Assets pursuant to a Qualified Receivables Transaction and (ii) the disposition of other accounts receivable in the ordinary course of business;

(8) the disposition of any asset constituted by a license of intellectual property in the ordinary course of business;

(9) the disposition of inventory pursuant to an Inventory Financing or similar arrangement that is otherwise permitted under this Indenture;

(10) the disposition of any asset compulsorily acquired by a governmental authority; and

(11) sales, transfers and other dispositions of Investments in joint ventures to the extent required by, or made pursuant to, customary buy/sell arrangements between the joint venture parties set forth in joint venture arrangements and similar binding arrangements.

"Asset Sale Offer" has the meaning assigned to it in Section 3.12(c).

"Asset Sale Offer Amount" has the meaning assigned to it in Section 3.12(c).

"Asset Sale Offer Notice" means notice of an Asset Sale Offer made pursuant to Section 3.12, which shall state:

(1) the circumstances of the Asset Sale or Sales, the Net Cash Proceeds of which are included in the Asset Sale Offer, that an Asset Sale Offer is being made pursuant to Section 3.12(c), and that all Notes that are timely tendered will be accepted for payment;

(2) the Asset Sale Offer Amount and the Asset Sale Offer Payment Date, which date shall be a Business Day no earlier than 30 days nor later than 60 days from the date the Asset Sale Offer Notice is mailed (other than as may be required by law);

(3) that any Notes or portions thereof not tendered or accepted for payment will continue to accrue interest;

(4) that, unless the Issuer defaults in the payment of the Asset Sale Offer Amount with respect thereto, all Notes or portions thereof accepted for payment pursuant to the Asset Sale Offer shall cease to accrue interest from and after the Asset Sale Offer Payment Date;

(5) that any Holder electing to have any Notes or portions thereof purchased pursuant to the Asset Sale Offer will be required to surrender such Notes, with the form entitled "Option of Holder to Elect Purchase" on the reverse of such Notes completed, to the Paying Agent at the address specified in the notice prior to the close of business on the third Business Day preceding the Asset Sale Offer Payment Date;

(6) that any Holder shall be entitled to withdraw such election if the Paying Agent receives, not later than the close of business on the second Business Day preceding the Asset Sale Offer Payment Date, a facsimile transmission or letter, setting forth the name of the Holder, the principal amount of Notes delivered for purchase, and a statement that such Holder is withdrawing such Holder's election to have such Notes or portions thereof purchased pursuant to the Asset Sale Offer;

(7) that any Holder electing to have Notes purchased pursuant to the Asset Sale Offer must specify the principal amount that is being tendered for purchase, which principal amount must be U.S.$200,000 and in integral multiples of U.S.$1,000 in excess thereof;

(8) that any Holder of Certificated Notes whose Certificated Notes are being purchased only in part will be issued new Certificated Notes equal in principal amount to the unpurchased portion of the Certificated Note or Notes surrendered, which unpurchased portion will be equal in principal amount to U.S.$200,000 and in integral multiples of U.S.$1,000 in excess thereof;

(9) that the Trustee will return to the Holder of a Global Note that is being purchased in part, such Global Note with a notation on the schedule of increases or decreases thereof adjusting the principal amount thereof to be equal to the unpurchased portion of such Global Note; and

(10) any other information necessary to enable any Holder to tender Notes and to have such Notes purchased pursuant to Section 3.12.

"Asset Sale Offer Payment Date" has the meaning assigned to it in Section 3.12(f).

"Authenticating Agent" has the meaning assigned to it in Section 2.2(b).

"Authorized Agent" has the meaning assigned to it in Section 12.7(c).

"Bankruptcy Event of Default" means:

(1) the entry by a court of competent jurisdiction of: (i) a decree or order for relief in respect of any Bankruptcy Party in an involuntary case or proceeding under any Bankruptcy Law or (ii) a decree or order (A) adjudging any Bankruptcy Party a bankrupt or insolvent, in *concurso mercantil* or *quiebra*, (B) approving as properly filed a petition seeking reorganization, *concurso mercantil*, arrangement, adjustment or composition of, or in respect of, any Bankruptcy Party under any Bankruptcy Law, (C) appointing a Custodian of any Bankruptcy Party or of any substantial part of the property of any Bankruptcy Party, or (D) ordering the winding-up or liquidation of the affairs of any Bankruptcy Party, and in each case, the continuance of any such decree or order for relief or any such other decree or order unstayed and in effect for a period of 60 consecutive calendar days; or

(2) (i) the commencement by any Bankruptcy Party of a voluntary case or proceeding under any Bankruptcy Law or of any other case or proceeding to be adjudicated a bankrupt or insolvent, in *concurso mercantil* or *quiebra*, (ii) the consent by any Bankruptcy Party to the entry of a decree or order for relief in respect of such Bankruptcy Party in an involuntary case or proceeding under any Bankruptcy Law or to the commencement of any bankruptcy or insolvency case or proceeding against any Bankruptcy Party, (iii) the filing by any Bankruptcy Party of a petition or answer or consent seeking reorganization, *concurso mercantil*, or relief under any Bankruptcy Law, (iv) the consent by any Bankruptcy Party to the filing of such petition or to the appointment of or taking possession by a Custodian of any Bankruptcy Party or of any substantial part of the property of any Bankruptcy Party, (v) the making by any Bankruptcy Party of an assignment for the benefit of creditors, (vi) the admission by any Bankruptcy Party in writing of its inability to pay its debts generally as they become due, or (vii) the approval by stockholders of any Bankruptcy Party of any plan or proposal for the liquidation or dissolution of such Bankruptcy Party, or (viii) the taking of corporate action by any Bankruptcy Party in furtherance of any action referred to in clauses (i) –(vii) above.

"Bankruptcy Law" means Title 11, U.S. Code or any similar Federal, state or non-U.S. law for the relief of debtors, including the Mexican *Ley de Concursos Mercantiles and* Spanish Law 22/2003 of 9 July (*Ley 22/2003 de 9 de julio, Concursal*), as amended.

"Bankruptcy Party" means the Issuer and any Significant Subsidiary of the Issuer or group of Subsidiaries that, taken together would constitute a Significant Subsidiary of the Issuer.

"Board of Directors" means, as to any Person, the board of directors, management committee or similar governing body of such Person or any duly authorized committee thereof.

"Business Day" means any day that is not a Saturday, Sunday or other day on which commercial banks in New York City, Mexico City or London are authorized or required by law, regulation or other governmental action to remain closed; *provided that*, for purposes of payments to be made hereunder, a "Business Day" must also be a day on which the Trans-European Automated Real-time Gross Settlement Express Transfer system (TARGET2) is open for the settlement of payments.

"Capital Stock" means:

(1) with respect to any Person that is a corporation, any and all shares, interests, participations or other equivalents (however designated and whether or not voting) of corporate stock, including each class of Common Stock and Preferred Stock of such Person;

(2) with respect to any Person that is not a corporation, any and all partnership or other equity or ownership interests of such Person; and

(3) any warrants, rights or options to purchase any of the instruments or interests referred to in clause (1) or (2) above, but excluding any Convertible Indebtedness.

"Capitalized Lease Obligation" means, as to any Person, at the time any determination is to be made, the amount of the liability in respect of a capital lease that would at that time be required to be capitalized on a balance sheet prepared in accordance with GAAP; *provided* that, the amount of obligations attributable to any Capitalized Lease Obligations shall be the amount thereof accounted for as a liability in accordance with GAAP.

"Cash Equivalents" means:

(1) marketable direct obligations issued by, or unconditionally guaranteed by, the United States government, the United Kingdom or any member nation of the European Union or issued by any agency thereof and backed by the full faith and credit of the United States, the United Kingdom, such member nation of the European Union or any European Union central bank, in each case maturing within one year from the date of acquisition thereof;

(2) marketable direct obligations issued by the Mexican government, or issued by any agency thereof, including but not limited to, *Certificados de la Tesorería de la Federación* (Cetes) or *Bonos de Desarrollo del Gobierno Federal* (Bondes), in each case, issued by the government of Mexico and maturing not later than one year after the acquisition thereof;

(3) marketable direct obligations issued by any state of the United States of America or any political subdivision of any such state or any public instrumentality thereof maturing within one year from the date of acquisition thereof and, at the time of acquisition, having one of the two highest ratings obtainable from either S&P or Fitch or any successor thereto;

(4) commercial paper or corporate debt obligations maturing no more than one year from the date of creation thereof and, at the time of acquisition, having a rating of at least A-1 or AAA from S&P, at least F-1 or AAA from Fitch or P-1 or Aaa from Moody's;

(5) demand deposits, certificates of deposit, time deposits or bankers' acceptances or other short-term unsecured debt obligations (and any cash or deposits in transit in any of the foregoing) maturing within one year from the date of acquisition thereof issued by (a) any bank organized under the laws of the United States of America or any state thereof or the District of Columbia, the United Kingdom or any country of the European Union, (b) any U.S. branch of a non-U.S. bank having at the date of acquisition thereof combined capital and surplus of not less than U.S.$500.0 million, or (c) in the case of Mexican Peso deposits, any financial institution in good standing with Banco de México organized under the laws of Mexico;

(6) repurchase obligations with a term of not more than seven days for underlying securities of the types described in clause (1) and (2) above entered into with any bank meeting the qualifications specified in clause (5) above;

(7) investments in money market funds which invest substantially all of their assets in securities of the types described in clauses (1) through (6), (8) and (9);

(8) certificates of deposit issued by any of Nacional Financiera, S.N.C., Banco Nacional de Comercio Exterior, S.N.C., Banco Nacional de Obras y Servicios Públicos, S.N.C. or any other development bank controlled by the Mexican government;

(9) any other debt instrument rated "investment grade" (or the local equivalent thereof according to local criteria in a country in which the Issuer or a Restricted Subsidiary operates and in which local pensions are permitted by law to invest) with maturities of 12 months or less from the date of acquisition;

(10) Investments in mutual funds, managed by banks, with a local currency credit rating of at least MxAA by S&P or other equally reputable local rating agency, that invest principally in marketable direct obligations issued by the Mexican government, or issued by any agency or instrumentality thereof; and

(11) any other cash equivalent investments permitted by the Issuer's investment policy as such policy is in effect from time to time.

In the case of Investments by any Restricted Subsidiary, Cash Equivalents will also include (a) investments of the type and maturity described in clauses (1) through (11) of any Restricted Subsidiary outside of Mexico in the country in which such Restricted Subsidiary operates, which Investments or obligors (or the parents of such obligors) have ratings described in such clauses or equivalents ratings from comparable foreign rating agencies, (b) local currencies and other short-term investments utilized by Restricted Subsidiaries in accordance with normal investment practices for cash management in investments analogous to the foregoing investments in clauses (1) through (11) and in this paragraph and (c) investments of the type described in clauses (1) through (9) maturing within one year of the Issue Date.

"Certificated Note" means any Note issued in fully registered form, other than a Global Note, which shall be substantially in the form of Exhibit A hereto, with appropriate legends as specified in Section 2.8 and Exhibit A.

"Change of Control" means the beneficial ownership (within the meaning of Rule 13d-3 promulgated by the Commission under the Exchange Act) of twenty percent (20%) or more in voting power of the outstanding Voting Stock of the Issuer is acquired by any Person. Notwithstanding the foregoing, a transaction will not be deemed to constitute a Change of Control if (1) the Issuer becomes a direct or indirect Wholly Owned Subsidiary of a holding company and (2)(A) the direct or indirect holders of the Voting Stock of such holding company immediately following that transaction are substantially the same as the holders of the Issuer's Voting Stock immediately prior to that transaction or (B) immediately following that transaction no Person (other than a holding company satisfying the requirements of this sentence) has beneficial ownership of twenty percent (20%) or more in voting power of the Voting Stock of such holding company.

"Change of Control Notice" means notice of a Change of Control Offer made pursuant to Section 3.8, which notice shall state:

(1) that a Change of Control has occurred, the circumstances or events causing such Change of Control and that a Change of Control Offer is being made pursuant to Section 3.8, and that all Notes that are timely tendered will be accepted for payment;

(2) the Change of Control Payment, and the Change of Control Payment Date, which date shall be a Business Day no earlier than 30 calendar days nor later than 60 calendar days subsequent to the date such notice is mailed (other than as may be required by law);

(3) that any Notes or portions thereof not tendered or accepted for payment will continue to accrue interest;

(4) that, unless the Issuer defaults in the payment of the Change of Control Payment with respect thereto, all Notes or portions thereof accepted for payment pursuant to the Change of Control Offer shall cease to accrue interest from and after the Change of Control Payment Date;

(5) that any Holder electing to have any Notes or portions thereof purchased pursuant to a Change of Control Offer will be required to tender such Notes, with the form entitled "Option of Holder to Elect Purchase" on the reverse of such Notes completed, to the Paying Agent at the address specified in the notice prior to the close of business on the third Business Day preceding the Change of Control Payment Date;

(6) that any Holder shall be entitled to withdraw such election if the Paying Agent receives, not later than the close of business on the second Business Day preceding the Change of Control Payment Date, a facsimile transmission or letter, setting forth the name of the Holder, the principal amount of Notes delivered for purchase, and a statement that such Holder is withdrawing such Holder's election to have such Notes or portions thereof purchased pursuant to the Change of Control Offer;

(7) that any Holder electing to have Notes purchased pursuant to the Change of Control Offer must specify the principal amount that is being tendered for purchase, which principal amount must be U.S.$200,000 and in integral multiples of U.S.$1,000 in excess thereof;

(8) that any Holder of Certificated Notes whose Certificated Notes are being purchased only in part will be issued new Certificated Notes equal in principal amount to the unpurchased portion of the Certificated Note or Notes surrendered, which unpurchased portion will be equal in principal amount to U.S.$200,000 and in integral multiples of U.S.$1,000 in excess thereof; that the Trustee will return to the Holder of a Global Note that is being purchased in part, such Global Note with a notation on Schedule A thereof adjusting the principal amount thereof to be equal to the unpurchased portion of such Global Note; and

(9) any other information necessary to enable any Holder to tender Notes and to have such Notes purchased pursuant to Section 3.8(b).

"Change of Control Offer" has the meaning assigned to it in Section 3.8(b).

"Change of Control Payment" has the meaning assigned to it in Section 3.8(a).

"Change of Control Payment Date" has the meaning assigned to it in Section 3.8(b).

"Clearstream" means Clearstream Banking, *société anonyme*, or the successor to its securities clearance and settlement operations.

"Code" means the Internal Revenue Code of 1986, as amended.

"Collateral" means "Transaction Security" as defined in the Intercreditor Agreement from time to time.

"Commission" means the U.S. Securities and Exchange Commission.

"Commodity Price Purchase Agreement" means, in respect of any Person, any forward contract, commodity swap agreement, commodity option agreement or other similar agreement or arrangement designed to protect such Person from fluctuations in commodity prices.

"Common Stock" of any Person means any and all shares, interests or other participations in, and other equivalents (however designated and whether voting or non-voting) of such Person's common equity interests, whether outstanding on the Issue Date or issued after the Issue Date, and includes, without limitation, all series and classes of such common equity interests. For the avoidance of doubt, "Common Stock" of the Issuer will be deemed to include the Issuer's American Depositary Receipts.

"Compensation Related Hedging Obligations" means (i) the obligations of any Person pursuant to any equity option contract, equity forward contract, equity swap, warrant, rights or other similar agreement designed to hedge risks or obligations relating to employee, director or consultant compensation, pension, benefits or similar activities of the Issuer and/or any of its Subsidiaries and (ii) the obligations of any Person pursuant to any agreement that requires another Person to make payments or deliveries that are otherwise required to be made by the first Person relating to employee, director or consultant compensation, pension, benefits or similar activities of the Issuer and/or any of its Subsidiaries, in each case in the ordinary course of business.

"Consolidated Adjusted EBITDA" means, for any Person for any period, Consolidated Net Income for such Person for such period, plus the following, without duplication, to the extent deducted or added in calculating such Consolidated Net Income:

(1) Consolidated Income Tax Expense for such Person for such period;

(2) Consolidated Interest Expense for such Person for such period net of consolidated interest income for such period;

(3) Consolidated Non-cash Charges for such Person for such period;

(4) the amount of any nonrecurring restructuring charge or reserve deducted in such period in computing Consolidated Net Income;

(5) the net effect on income or loss in respect of Hedging Obligations or other derivative instruments, which shall include, for the avoidance of doubt, all amounts not excluded from Consolidated Net Income pursuant to the proviso in clause (9) thereof;

(6) net income of such Person attributable to minority interests in Subsidiaries of such Person; and

(7) the amount of "run-rate" cost savings, synergies and operating expense reductions related to restructurings, cost savings initiatives or other initiatives that are projected by the Issuer in good faith to result from actions either taken or with respect to which substantial steps have been taken or are expected to be taken within 18 months after the end of such period, calculated as though such cost savings, synergies and operating expense reductions had been realized on the first day of such period and net of the amount of actual benefits received during such period from such actions; *provided* that (A) any such pro forma adjustments in respect of such cost savings, synergies and operating expense reductions shall not exceed 15% of Consolidated Adjusted EBITDA (prior to giving effect to such pro forma adjustment) for the Four Quarter Period, (B) such cost savings, synergies and operating expenses are reasonably identifiable, expected and factually supportable in the good faith judgment of the Issuer and (C) no cost savings or synergies shall be added pursuant to this clause (7) to the extent duplicative of any expenses or charges otherwise added to Consolidated Adjusted EBITDA, whether through a pro forma adjustment or otherwise, for such period; for purposes of this clause (7) "run rate" means the full recurring benefit that is associated with any action taken or with respect to which substantial steps have been taken or are expected to be taken, whether prior to or following the Issue Date;

less (x) all non-cash credits and gains increasing Consolidated Net Income for such Person for such period and (y) all cash payments made by such Person and its Restricted Subsidiaries during such period relating to Consolidated Non-cash Charges that were added back in determining Consolidated Adjusted EBITDA in any prior period.

"Consolidated Fixed Charge Coverage Ratio" means, for any Person as of any date of determination (the "Fixed Charge Calculation Date"), the ratio of the aggregate amount of Consolidated Adjusted EBITDA of such Person for the four most recent full fiscal quarters for which financial statements are available ending prior to the date of such determination (the "Four Quarter Period") to Consolidated Fixed Charges for such Person for such Four Quarter Period. For purposes of making the computation referred to above, Material Acquisitions and Material Dispositions (as determined in accordance with GAAP) that have been made by the Issuer or any of its Restricted Subsidiaries during the Four Quarter Period or subsequent to such Four Quarter Period and on or prior to or simultaneously with the Fixed Charge Calculation Date shall be calculated on a *pro forma* basis assuming that all such Material Acquisitions and Material Dispositions (and the change in any associated fixed charge obligations and the change in Consolidated Adjusted EBITDA resulting therefrom) had occurred on the first day of the Four Quarter Period. If since the beginning of such period any Person that subsequently became a Restricted Subsidiary or was merged with or into the Issuer or any of its Restricted Subsidiaries since the beginning of such period shall have made any Material Acquisition or Material Disposition that would have required adjustment pursuant to this definition, then the Consolidated Fixed Charge Coverage Ratio shall be calculated giving *pro forma* effect thereto.

For purposes of this definition, whenever *pro forma* effect is to be given to a Material Acquisition or Material Disposition and the amount of income or earnings relating thereto or with respect to other *pro forma* calculations under this definition, such *pro forma* calculations shall be made in good faith by a responsible financial or accounting officer of the Issuer. If any Indebtedness bears a floating rate of interest and is being given *pro forma* effect, the interest on such Indebtedness shall be calculated as if the rate in effect on the Fixed Charge Calculation Date had been the applicable rate for the entire period (taking into account any Hedging Obligations applicable to such Indebtedness). Interest on a Capitalized Lease Obligation shall be deemed to accrue at an interest rate reasonably determined by a responsible financial or accounting officer of the Issuer to be the rate of interest implicit in such Capitalized Lease Obligation in accordance with GAAP. For purposes of making the computation referred to above, interest on any Indebtedness under a revolving credit facility computed on a *pro forma* basis shall be computed based upon the average daily balance of such Indebtedness during the applicable period except as set forth in the first paragraph of this definition. Interest on Indebtedness that may optionally be determined at an interest rate based upon a factor of a prime or similar rate, a eurocurrency interbank offered rate, or other rate, shall be deemed to have been based upon the rate actually chosen, or, if none, then based upon such optional rate chosen as the Issuer may designate.

Furthermore, in calculating "Consolidated Fixed Charges" for purposes of determining the denominator (but not the numerator) of this "Consolidated Fixed Charge Coverage Ratio,"

(a) interest on outstanding Indebtedness determined on a fluctuating basis as of the date of determination and which will continue to be so determined thereafter will be deemed to have accrued at a fixed rate per annum equal to the rate of interest on such Indebtedness in effect on such date of determination;

(b) if interest on any Indebtedness actually Incurred on such date of determination may optionally be determined at an interest rate based upon a factor of a prime or similar rate, a eurocurrency interbank offered rate, or other rates, then the interest rate in effect on such date of determination will be deemed to have been in effect during the Four Quarter Period; and

(c) notwithstanding clause (a) above, interest on Indebtedness determined on a fluctuating basis, to the extent such interest is covered by Hedging Obligations, will be deemed to accrue at the rate per annum resulting after giving effect to the operation of such agreements.

"Consolidated Fixed Charges" means, for any Person for any period, the sum, without duplication, of:

(1) Consolidated Interest Expense for such Person for such period, plus

(2) to the extent not included in (1) above, payments during such period in respect of the financing costs of financial derivatives in the form of equity swaps, plus

(3) the product of:

(a) the amount of all cash and non-cash dividend payments on any series of Preferred Stock or Disqualified Capital Stock of such Person (other than dividends paid in Qualified Capital Stock) or any Subsidiary of such Person (Restricted Subsidiary in the case of the Issuer) paid, accrued or scheduled to be paid or accrued during such period, excluding dividend payments on Preferred Stock or Disqualified Capital Stock paid, accrued or scheduled to be paid to such Person or another Subsidiary (Restricted Subsidiary in the case of the Issuer), times

(b) a fraction, the numerator of which is one and the denominator of which is one minus the then current effective tax rate of such Person in its principal taxpaying jurisdiction (Mexico, in the case of the Issuer), expressed as a decimal.

"Consolidated Income Tax Expense" means, with respect to any Person for any period, the provision for federal, state and local income and asset taxes payable, including current and deferred taxes, by such Person and its Subsidiaries (Restricted Subsidiaries in the case of the Issuer) for such period as determined on a consolidated basis in accordance with GAAP.

"Consolidated Interest Expense" means, for any Person for any period, the sum of, without duplication determined on a consolidated basis in accordance with GAAP:

(1) the aggregate of cash and non-cash interest expense of such Person and its Subsidiaries (Restricted Subsidiaries in the case of the Issuer) for such period determined on a consolidated basis in accordance with GAAP, including, without limitation the following for such Person and its Subsidiaries (Restricted Subsidiaries in the case of the Issuer) whether or not interest expense in accordance with GAAP:

(a) any amortization or accretion of debt discount or any interest paid on Indebtedness of such Person and its Subsidiaries (Restricted Subsidiaries in the case of the Issuer) in the form of additional Indebtedness,

(b) any amortization of deferred financing costs; *provided*, that any such amortization resulting from costs incurred prior to the Issue Date shall be excluded for the calculation of Consolidated Interest Expense,

(c) the net costs under Hedging Obligations relating to Indebtedness (including amortization of fees but excluding foreign exchange adjustments on the notional amounts of the Hedging Obligations),

(d) all capitalized interest,

(e) the interest portion of any deferred payment obligation,

(f) commissions, discounts and other fees and charges Incurred in respect of letters of credit or bankers' acceptances or in connection with sales or other dispositions of accounts receivable and related assets,

(g) any interest expense on Indebtedness of another Person that is Guaranteed by such Person or one of its Subsidiaries (Restricted Subsidiary in the case of the Issuer) or secured by a Lien on the assets of such Person or one of its Subsidiaries (Restricted Subsidiaries in the case of the Issuer), whether or not such Guarantee or Lien is called upon, and

(h) any interest accrued in respect of Indebtedness without a maturity date; and

(2) the interest component of Capitalized Lease Obligations paid, accrued and/or scheduled to be paid or accrued by such Person and its Subsidiaries (Restricted Subsidiaries in the case of the Issuer) during such period.

"Consolidated Leverage Ratio" shall have the meaning set forth in Exhibit E hereto.

"Consolidated Net Income" means, with respect to any Person for any period, the aggregate net income (or loss) of such Person and its Subsidiaries for such period on a consolidated basis (after deducting (i) the portion of such net income attributable to minority interests in Subsidiaries of such Person and (ii) any interest paid or accrued in respect of Indebtedness without a maturity date), determined in accordance with GAAP; *provided*, that there shall be excluded therefrom:

(1) net after-tax gains and losses from Asset Sale transactions or abandonments or reserves relating thereto;

(2) net after-tax items classified as extraordinary gains or losses;

(3) the net income (but not loss) of any Subsidiary of such Person (or in the case of the Issuer, any Subsidiary of the Issuer other than a Note Guarantor) to the extent that a corresponding amount could not be distributed to such Person at the date of determination as a result of any restriction pursuant to the constituent documents of such Subsidiary (or in the case of the Issuer, any Subsidiary of the Issuer other than a Note Guarantor) or any law, regulation, agreement or judgment applicable to any such distribution; *provided* that, to the extent that any such net income was so excluded in a prior period, it shall be added to Consolidated Net Income for purposes of this definition in a subsequent period to the extent that such restrictions cease to apply;

(4) any net income (loss) of any Person (other than the Issuer) if such Person is not a Restricted Subsidiary, except that the aggregate amount of cash distributed by such Person during such period to the Issuer or a Restricted Subsidiary as a dividend or other distribution (subject, in the case of a dividend or other distribution to a Restricted Subsidiary, to the limitations contained in this clause) shall be included in such Consolidated Net Income;

(5) [Reserved];

(6) any restoration to income of any contingency reserve, except to the extent that provision for such reserve was made out of Consolidated Net Income accrued at any time after December 31, 2016;

(7) any net after-tax gain (or loss) from foreign exchange translation or change in net monetary position;

(8) any gain (or loss) from the cumulative effect of changes in accounting principles; and

(9) any net after-tax gain or loss (after any offset) resulting in such period from Hedging Obligations or other derivative instruments; *provided*, that the net effect on income or loss (including in any prior periods) shall be included upon any termination or early extinguishment of such Hedging Obligations or other derivative instrument, other than any Hedging Obligations with respect to Indebtedness (that is not itself a Hedging Obligation) that are extinguished concurrently with the termination or other prepayment of such Indebtedness.

"Consolidated Non-cash Charges" means, for any Person for any period, the aggregate depreciation, amortization (including amortization of goodwill and other Intangible Assets) and other non-cash expenses or losses of such Person and its Subsidiaries (Restricted Subsidiaries in the case of the Issuer) for such period, determined on a consolidated basis in accordance with GAAP (excluding any such charge which constitutes an accrual of or a reserve for cash charges for any future period or the amortization of a prepaid cash expense paid in a prior period).

"Consolidated Tangible Assets" means, for any Person at any time, the total consolidated assets of such Person and its Subsidiaries (Restricted Subsidiaries in the case of the Issuer) as set forth on the balance sheet as of the most recent fiscal quarter of such Person, prepared in accordance with GAAP, less Intangible Assets.

"Convertible Indebtedness" means any Indebtedness the terms of which provide for conversion into, or exchange for, Common Stock of the Issuer, cash in lieu thereof and/or a combination of Common Stock of the Issuer and cash in lieu thereof.

"Corporate Trust Office" means the principal office of the Trustee at which at any time its corporate trust business shall be administered, which office at the date hereof is located at 240 Greenwich Street, Floor 7 East, New York, New York 10286, Attention: International Corporate Trust, or such other address as the Trustee may designate from time to time by notice to the Holders and the Issuer.

"Covenant Defeasance" has the meaning assigned to it in Section 8.1(c).

"Covenant Suspension Event" has the meaning assigned to it in Section 3.22(b).

"Currency Agreement" means, in respect of any Person, any foreign exchange contract, currency swap agreement or other similar agreement as to which such Person is a party designed to hedge foreign currency risk of such Person.

"Custodian" means any receiver, trustee, *conciliador*, assignee, liquidator, sequestrator or similar official under any Bankruptcy Law.

"Default" means an event or condition the occurrence of which is, or with the lapse of time or the giving of notice or both would be, an Event of Default.

"Defaulted Interest" has the meaning assigned to it in Section 2.13 and Section 1, paragraph 2 of the Form of Reverse Side of Note contained in Exhibit A hereto.

"Designated Non-cash Consideration" means the Fair Market Value of non-cash consideration received by the Issuer or a Restricted Subsidiary in connection with an Asset Sale that is so designated as Designated Non-cash Consideration pursuant to an Officer's Certificate setting forth the basis of such valuation.

"Designation" has the meaning assigned to it in Section 3.14(a).

"Designation Amount" has the meaning assigned to it in clause (ii) of Section 3.14(a).

"disposition" means, with respect to any property, any sale, lease, Sale and Leaseback Transaction, assignment, conveyance, transfer or other disposition thereof.

"Disqualified Capital Stock" means that portion of any Capital Stock which, by its terms (or by the terms of any security into which it is convertible or for which it is exchangeable at the option of the Holder thereof), or upon the happening of any event, matures or is mandatorily redeemable, pursuant to a sinking fund obligation or otherwise, or is redeemable at the sole option of the Holder thereof, in any case, on or prior to the 91st day after the final maturity date of the Notes, but excluding with respect to Mexican companies, any shares of such Mexican company that are part of the variable portion of its Capital Stock and that are redeemable under the Mexican General Law of Business Corporations (*Ley General de Sociedades Mercantiles*).

"Distribution Compliance Period" means, in respect of any Regulation S Global Note (or Certificated Note issued in respect thereof pursuant to Section 2.7(c)), the 40 consecutive days beginning on and including the later of (a) the day on which any Notes represented thereby are offered to persons other than distributors (as defined in Regulation S) pursuant to Regulation S or (b) the issue date for such Notes.

"DTC" means The Depository Trust Company, its nominees and their respective successors and assigns, or such other depositary institution hereinafter appointed by the Issuer that is a clearing agency registered under the Exchange Act.

"Equity Derivative Agreement" means any equity derivative agreement referencing the Common Stock of the Issuer entered into in connection with any Convertible Indebtedness, including, but not limited to, any bond hedge, warrant or capped call agreement.

"Equity Offering" has the meaning assigned to it in Section 5 of the Form of Reverse Side of Note contained in Exhibit A hereto.

"Euroclear" means Euroclear Bank SA/NV, as operator of the Euroclear System, or its successor in such capacity.

"Event of Default" has the meaning assigned to it in Section 6.1.

"Exchange Act" means the Securities Exchange Act of 1934, as amended, or any successor statute or statutes thereto.

"Existing Senior Notes" means the Euro-denominated 2.750% Senior Secured Notes due 2024, the U.S. Dollar-Denominated 5.700% Senior Secured Notes due 2025, the U.S. Dollar-Denominated 7.750% Senior Secured Notes due 2026, the Euro-denominated 3.125% Senior Secured Notes due 2026, the U.S. Dollar-Denominated 7.375% Senior Secured Notes due 2027, the U.S. Dollar-Denominated 5.450% Senior Secured Notes due 2029, and the U.S. Dollar-Denominated 5.200% Senior Secured Notes due 2030, in each case issued by the Issuer.

"Fair Market Value" means, with respect to any asset, the price (after taking into account any liabilities relating to such assets) which could be negotiated in an arm's-length free market transaction, for cash, between a willing seller and a willing and able buyer, neither of which is under any compulsion to complete the transaction. Fair Market Value shall be determined, except as otherwise provided, by the Issuer in good faith.

"Fitch" means Fitch Ratings and any successor to its rating agency business.

"Four Quarter Period" has the meaning assigned to it in the definition of "Consolidated Fixed Charge Coverage Ratio" above.

"Free Reserves Available for Distribution" has the meaning assigned to it in Section 10.6(c).

"French Note Guarantor" has the meaning assigned to it in Section 10.5(a).

"GAAP" means IFRS as in effect on April 24, 2019. At any time, and from time to time, after the Issue Date, the Issuer may elect to apply IFRS as in effect at such time in lieu of GAAP and, upon any such election, references herein to GAAP shall thereafter be construed to mean IFRS as in effect on the date of such election; *provided*, that any such election, once made, shall be irrevocable. The Issuer shall give notice of any such election to the Trustee.

"Global Note" means any Note issued in fully registered form to DTC (or its nominee), as depositary for the beneficial owners thereof, which shall be substantially in the form of Exhibit A, with appropriate legends as specified in Section 2.8 and Exhibit A hereto.

"Guarantee" means any obligation, contingent or otherwise, of any Person directly or indirectly guaranteeing any Indebtedness of any other Person:

(1) to purchase or pay, or advance or supply funds for the purchase or payment of, such Indebtedness of such other Person, whether arising by virtue of partnership arrangements, or by agreement to keep-well, to purchase assets, goods, securities or services, to take-or-pay, or to maintain financial statement conditions or otherwise, or

(2) entered into for purposes of assuring in any other manner the obligee of such Indebtedness of the payment thereof or to protect such obligee against loss in respect thereof, in whole or in part,

provided, that "Guarantee" will not include endorsements for collection or deposit in the ordinary course of business. "Guarantee" used as a verb has a corresponding meaning.

"Guaranteed Obligations" has the meaning assigned to it in Section 10.1(a).

"Hedging Agreement" means any Interest Rate Agreement, Currency Agreement, Commodity Price Purchase Agreement, Transportation Agreement, or Equity Derivative Agreement (or any combination thereof), in each case, not entered into for speculative purposes.

"Hedging Obligations" means the obligations of any Person pursuant to any Hedging Agreement.

"Holder" means the Person in whose name a Note is registered in the Note Register.

"IFRS" means the International Financial Reporting Standards as issued by the International Accounting Standards Board.

"Incur" means, with respect to any Indebtedness or other obligation of any Person, to create, issue, incur (including by conversion, exchange or otherwise), assume, Guarantee or otherwise become liable in respect of such Indebtedness or other obligation on the balance sheet of such Person (and "Incurrence," "Incurred" and "Incurring" will have meanings correlative to the preceding).

"Indebtedness" means with respect to any Person, without duplication:

(1) the principal amount (or, if less, the accreted value) of all obligations of such Person for borrowed money;

(2) the principal amount (or, if less, the accreted value) of all obligations of such Person evidenced by bonds, debentures, notes or other similar instruments, including any perpetual bonds, debenture notes or similar instruments without regard to maturity date;

(3) all Capitalized Lease Obligations of such Person;

(4) all obligations of such Person issued or assumed as the deferred purchase price of property, all conditional sale obligations and all payment obligations under any title retention agreement (but excluding trade accounts payable and other accrued liabilities accounted for as current liabilities (in accordance with GAAP) arising in the ordinary course of business) to the extent of any reimbursement obligations in respect thereof;

(5) reimbursement obligations with respect to letters of credit, banker's acceptances or similar credit transactions;

(6) Guarantees and other contingent obligations of such Person in respect of Indebtedness referred to in clauses (1) through (5) above and clauses (8) through (10) below;

(7) all Indebtedness of any other Person of the type referred to in clauses (1) through (6) which is secured by any Lien on any property or asset of the first Person, the amount of such Indebtedness being deemed to be the lesser of the Fair Market Value of such property or asset or the amount of the Indebtedness so secured;

(8) all obligations under Hedging Agreements or other derivatives of such Person;

(9) all liabilities (contingent or otherwise) of such Person in connection with a sale or other disposition of accounts receivable and related assets (not including Qualified Receivables Transactions), irrespective of their treatment under GAAP or IFRS; and

(10) all Disqualified Capital Stock issued by such Person with the amount of Indebtedness represented by such Disqualified Capital Stock being equal to the greater of its voluntary or involuntary liquidation preference and its maximum fixed repurchase price, but excluding accrued dividends, if any; *provided*, that:

(a) if the Disqualified Capital Stock does not have a fixed repurchase price, such maximum fixed repurchase price will be calculated in accordance with the terms of the Disqualified Capital Stock as if the Disqualified Capital Stock were purchased on any date on which Indebtedness will be required to be determined pursuant to this Indenture, and

(b) if the maximum fixed repurchase price is based upon, or measured by, the fair market value of the Disqualified Capital Stock, the fair market value will be the Fair Market Value thereof.

"Indenture" means this Indenture as amended or supplemented from time to time, including the Schedule and Exhibits hereto.

"Intangible Assets" means with respect to any Person all unamortized debt discount and expense, unamortized deferred charges, goodwill, patents, trademarks, service marks, trade names, copyrights and all other items which would be treated as intangibles on the consolidated balance sheet of such Person prepared in accordance with GAAP.

"Intercreditor Agreement" means the intercreditor agreement, dated as of September 17, 2012, as amended on October 31, 2014 and July 23, 2015 and as further amended and restated on July 19, 2017, entered into among the Issuer and certain of its Subsidiaries named therein, the financial institutions and noteholders party thereto, Citibank Europe PLC, UK Branch, as facility agent, and the Security Agent, as such agreement may be amended, modified or waived from time to time.

"Interest Payment Date" means the stated due date of an installment of interest on the Notes as specified in the Form of Face of Note contained in Exhibit A hereto.

"Interest Rate Agreement" of any Person means any interest rate protection agreement (including, without limitation, interest rate swaps, caps, floors, collars, derivative instruments and similar agreements) and/or other types of hedging agreements designed to hedge interest rate risk of such Person.

"Inventory Financing" means a financing arrangement pursuant to which the Issuer or any of its Restricted Subsidiaries sells inventory to a bank or other institution (or a special purpose vehicle or partnership incorporated or established by or on behalf of such bank or other institution or an Affiliate of such bank or other institution) and has an obligation to repurchase such inventory to the extent that it is not sold to a third party within a specified period.

"Investment" means, with respect to any Person, any (1) direct or indirect loan, advance or other extension of credit (including, without limitation, a Guarantee) to any other Person, (2) capital contribution (by means of any transfer of cash or other property to others or any payment for property or services for the account or use of others) to any other Person, or (3) purchase or acquisition by such Person of any Capital Stock, bonds, notes, debentures or other securities or evidences of Indebtedness issued by any other Person. "Investment" will exclude accounts receivable, extensions of credit in connection with supplier or customer financings consistent with industry or past practice, advance payment of capital expenditures arising in the ordinary course of business, deposits arising in the ordinary course of business and transactions (other than (i) any sale, lease, license, transfer or other disposal and (ii) the granting or creation of a Lien or the Incurring or permitting to subsist of Indebtedness) conducted in the ordinary course of business on arm's-length terms.

For purposes of Section 3.11, the Issuer will be deemed to have made an "Investment" in an Unrestricted Subsidiary at the time of its Designation, which will be valued at the Fair Market Value of the sum of the net assets of such Unrestricted Subsidiary multiplied by the percentage equity ownership of the Issuer and its Restricted Subsidiaries in such designated Unrestricted Subsidiary at the time of its Designation and the amount of any Indebtedness of such Unrestricted Subsidiary or owed to the Issuer or any Restricted Subsidiary immediately following such Designation. Any property transferred to or from an Unrestricted Subsidiary will be valued at its Fair Market Value at the time of such transfer. If the Issuer or any Restricted Subsidiary sells or otherwise disposes of any Capital Stock of a Restricted Subsidiary (including any issuance and sale of Capital Stock by a Restricted Subsidiary) such that, after giving effect to any such sale or disposition, such Restricted Subsidiary would cease to be a Subsidiary of the Issuer, the Issuer will be deemed to have made an Investment on the date of any such sale or disposition equal to sum of the Fair Market Value of the Capital Stock of such former Restricted Subsidiary held by the Issuer or any Restricted Subsidiary immediately following such sale or other disposition and the amount of any Indebtedness of such former Restricted Subsidiary Guaranteed by the Issuer or any Restricted Subsidiary or owed to the Issuer or any other Restricted Subsidiary immediately following such sale or other disposition. The acquisition by the Issuer or any Restricted Subsidiary of the Issuer of a Person that holds an Investment in a third Person will be deemed to be an Investment by the Issuer or such Restricted Subsidiary in such third Person in an amount equal to the Fair Market Value of the Investments held by the acquired Person in such third Person. Except as otherwise provided in this Indenture, the amount of an Investment will be determined at the time the Investment is made without giving effect to subsequent changes in value.

"Investment Grade Rating" means a rating equal to or higher than BBB- (or the equivalent) by Fitch, Baa3 (or the equivalent) by Moody's and BBB- (or the equivalent) by S&P.

"Investment Return" means, in respect of any Investment (other than a Permitted Investment) made after the Issue Date by the Issuer or any Restricted Subsidiary:

(1) the cash proceeds received by the Issuer upon the sale, liquidation or repayment of such Investment or, in the case of a Guarantee, the amount of the Guarantee upon the unconditional release of the Issuer and its Restricted Subsidiaries in full, less any payments previously made by the Issuer or any Restricted Subsidiary in respect of such Guarantee;

(2) in the case of the Revocation of the Designation of an Unrestricted Subsidiary, an amount equal to the lesser of:

(a) the Issuer's Investment in such Unrestricted Subsidiary at the time of such Revocation;

(b) that portion of the Fair Market Value of the net assets of such Unrestricted Subsidiary at the time of Revocation that is proportionate to the Issuer's equity interest in such Unrestricted Subsidiary at the time of Revocation; and

(c) the Designation Amount with respect to such Unrestricted Subsidiary upon its Designation which was treated as a Restricted Payment;

(3) in the event the Issuer or any Restricted Subsidiary makes any Investment in a Person that, as a result of or in connection with such Investment, becomes a Restricted Subsidiary, the existing Investment of the Issuer and its Restricted Subsidiaries in such Person,

in the case of each of (1), (2) and (3), up to the amount of such Investment that was treated as a Restricted Payment under Section 3.11 less the amount of any previous Investment Return in respect of such Investment.

"Issue Date" means the first date of issuance of Notes under this Indenture and following a Partial Covenant Suspension Event or a Covenant Suspension Event, except under "*Optional Redemption for Changes in Withholding Taxes*" under clause (5) in Exhibit A hereto and Section 3.22, the most recent Partial Covenant Reversion Date or Reversion Date, as applicable.

"Issue Date Notes" means the U.S.$1,750,000,000 aggregate principal amount of Notes originally issued on the Issue Date, and any replacement Notes issued therefor in accordance with this Indenture.

"Issuer" means the party named as such in the introductory paragraph to this Indenture and its successors and assigns.

"Issuer Order" has the meaning assigned to it in Section 2.2(c).

"Legal Defeasance" has the meaning assigned to it in Section 8.1(b).

"Legal Holiday" has the meaning assigned to it in Section 12.6.

"Lien" means, with respect to any asset, any mortgage, lien, pledge, charge, security interest or encumbrance of any kind in respect of such asset. The Issuer or any Restricted Subsidiary shall be deemed to own, subject to a Lien, any asset that it has acquired or holds subject to the interest of a vendor or lessor under any conditional sale agreement, Capitalized Lease Obligations or other title retention lease relating to such asset, or any account receivable transferred by it with recourse (including any such transfer subject to a holdback or similar arrangement that effectively imposes the risk of collectability on the transferor).

"Make-Whole Amount" has the meaning assigned to it in the Form of Reverse Side of Note contained in Exhibit A hereto.

"Material Acquisition" means:

(1) an Investment by the Issuer or any Restricted Subsidiary in any other Person pursuant to which such Person will become a Restricted Subsidiary, or will be merged with or into the Issuer or any Restricted Subsidiary;

(2) the acquisition by the Issuer or any Restricted Subsidiary of the assets of any Person (other than a Subsidiary of the Issuer) which constitute all or substantially all of the assets of such Person or comprises any division or line of business of such Person or any other properties or assets of such Person other than in the ordinary course of business; or

(3) any Revocation with respect to an Unrestricted Subsidiary;

in each case which involves an Investment, Designation or payment of consideration in excess of U.S.$50.0 million (or the equivalent in other currencies).

"Material Disposition" means any Asset Sale and, whether or not constituting an Asset Sale, (1) any sale or other disposition of Capital Stock, (2) any Designation with respect to an Unrestricted Subsidiary and (3) any sale or other disposition of property or assets excluded from the definition of Asset Sale by clause (4) of that definition, in each case which involves an Investment, Designation or payment of consideration in excess of U.S.$50.0 million (or the equivalent in other currencies).

"Maturity Date" means July 11, 2031.

"Moody's" means Moody's Investors Service, Inc. and any successor to its rating agency business.

"Net Cash Proceeds" means, with respect to any Asset Sale, the proceeds in the form of cash or Cash Equivalents, including payments in respect of deferred payment obligations when received in the form of cash or Cash Equivalents received by the Issuer or any of its Restricted Subsidiaries from such Asset Sale, net of:

(1) reasonable out-of-pocket expenses and fees relating to such Asset Sale (including, without limitation, legal, accounting and investment banking fees and sales commissions);

(2) taxes paid or payable in respect of such Asset Sale after taking into account any reduction in consolidated tax liability due to available tax credits or deductions and any tax sharing arrangements;

(3) repayment of Indebtedness secured by a Lien permitted under this Indenture that is required to be repaid in connection with such Asset Sale; and

(4) appropriate amounts to be provided by the Issuer or any Restricted Subsidiary, as the case may be, as a reserve, in accordance with GAAP, against any liabilities associated with such Asset Sale and retained by the Issuer or any Restricted Subsidiary, as the case may be, after such Asset Sale, including, without limitation, pension and other post-employment benefit liabilities, liabilities related to environmental matters and liabilities under any indemnification obligations associated with such Asset Sale, but excluding any reserves with respect to Indebtedness.

"New York Business Day" means any day that is not a Saturday, Sunday or other day on which commercial banks in New York City are authorized or required by law, regulation or other governmental action to remain closed.

"Non-U.S. Person" means a person who is not a U.S. person, as defined in Regulation S.

"Note Custodian" means the custodian with respect to any Global Note appointed by DTC, or any successor Person thereto, and shall initially be the Trustee.

"Note Guarantee" means any guarantee of the Issuer's Obligations under this Indenture and the Notes by any Note Guarantor pursuant to Article X.

"Note Guarantors" means (i) each of the Issuer's Restricted Subsidiaries that executes this Indenture as a Note Guarantor or an Additional Note Guarantor and (ii) each of the Issuer's Restricted Subsidiaries that in the future executes a supplemental indenture in which such Restricted Subsidiary agrees to be bound by the terms of this Indenture as a Note Guarantor, and their respective successors and assigns; provided, that any Person constituting a Note Guarantor as described above shall cease to constitute a Note Guarantor when its respective Note Guarantee is released in accordance with the terms of this Indenture.

"Note Register" has the meaning assigned to it in Section 2.3(a).

"Notes" means any of the Issuer's 3.875% Senior Secured Notes due 2031, issued and authenticated pursuant to this Indenture.

"Obligations" means, with respect to any Indebtedness, any principal, interest (including, without limitation, Post-Petition Interest), penalties, fees, indemnifications, reimbursements, damages, and other liabilities payable under the documentation governing such Indebtedness, including, in the case of the Notes, the Note Guarantees and this Indenture.

"Officer" means, when used in connection with any action to be taken by the Issuer or a Note Guarantor, as the case may be, the Chairman of the Board, the Chief Executive Officer, the President, the Chief Financial Officer, any Vice President, the Treasurer, the Controller, the Secretary or an attorney-in-fact of the Issuer or such Note Guarantor, as the case may be.

"Officer's Certificate" means a certificate signed on behalf of a Person by an Officer of such Person, who must be the principal executive officer, the principal financial officer, the treasurer, the Vice President – Corporate Finance, the principal accounting officer or an attorney-in-fact of such Person, that meets the requirements set forth in this Indenture.

"Opinion of Counsel" means a written opinion of counsel, who may be an employee of or counsel for the Issuer or any Note Guarantor, and who shall be reasonably acceptable to the Trustee.

"Outstanding" means, as of the date of determination, all Notes theretofore authenticated and delivered under this Indenture, *except*:

(1) Notes theretofore canceled by the Trustee or delivered to the Trustee for cancellation;

(2) Notes, or portions thereof, for the payment, redemption or, in the case of an Asset Sale Offer or Change of Control Offer, purchase of which, money in the necessary amount has been theretofore deposited with the Trustee or any Paying Agent (other than the Issuer or an Affiliate of the Issuer) in trust or set aside and segregated in trust by the Issuer or an Affiliate of the Issuer (if the Issuer or such Affiliate is acting as the Paying Agent) for the Holders of such Notes; *provided*, that if Notes (or portions thereof) are to be redeemed or purchased, notice of such redemption or purchase has been duly given pursuant to this Indenture or provision therefor satisfactory to the Trustee has been made;

(3) Notes which have been surrendered pursuant to Section 2.9 or Notes in exchange for which or in lieu of which other Notes have been authenticated and delivered pursuant to this Indenture, other than any such Notes in respect of which there shall have been presented to the Trustee proof satisfactory to it that such Notes are held by a protected purchaser in whose hands such Notes are valid obligations of the Issuer; and

(4) solely to the extent provided in Article VIII, Notes which are subject to Legal Defeasance or Covenant Defeasance as provided in Article VIII;

provided, however, that in determining whether the Holders of the requisite aggregate principal amount of the Outstanding Notes have given any request, demand, authorization, direction, notice, consent or waiver hereunder, Notes owned by the Issuer, a Note Guarantor or any other obligor upon the Notes or any Affiliate of the Issuer or of such other obligor shall be disregarded and deemed not to be Outstanding, except that, in determining whether the Trustee shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Notes which a Trust Officer of the Trustee actually knows to be so owned shall be so disregarded. Notes so owned which have been pledged in good faith may be regarded as Outstanding if the pledgee establishes to the satisfaction of the Trustee the pledgee's right so to act with respect to such Notes and that the pledgee is not the Issuer or any other obligor upon the Notes or any Affiliate of the Issuer or of such other obligor.

"Partial Covenant Reversion Date" has the meaning set forth under Section 3.22(e).

"Partial Covenant Suspension Date" has the meaning set forth under Section 3.22(c).

"Partial Covenant Suspension Event" has the meaning set forth under Section 3.22(a).

"Partial Suspended Covenants" has the meaning set forth under Section 3.22(a).

"Partial Suspension Period" has the meaning set forth under Section 3.22(e).

"Paying Agent" has the meaning assigned to it in Section 2.3(a)

"Permitted Asset Swap Transaction" means a transaction consisting substantially of the concurrent (i) disposition by the Issuer or any of its Restricted Subsidiaries of any asset, property or cash consideration (other than a Restricted Subsidiary) in exchange for assets, property or cash consideration transferred to the Issuer or a Restricted Subsidiary, to be used in a Permitted Business or (ii) disposition by the Issuer or any of its Restricted Subsidiaries of Capital Stock of a Restricted Subsidiary in exchange for Capital Stock of another Restricted Subsidiary or of Capital Stock of any Person that becomes a Restricted Subsidiary after giving effect to such transaction; *provided*, that any cash or Cash Equivalents received in such a transaction shall constitute Net Cash Proceeds to be applied in accordance with Section 3.12.

"Permitted Business" means the business or businesses conducted by the Issuer and its Restricted Subsidiaries as of the Issue Date and any business ancillary, complementary or related thereto or any other business that would not constitute a substantial change to the general nature of its business from that carried on as of the Issue Date.

"Permitted Indebtedness" has the meaning set forth in Section 3.9(b).

"Permitted Investments" means:

(1) Investments by the Issuer or any Restricted Subsidiary in any Person that is, or that result in any Person becoming, immediately after such Investment, a Restricted Subsidiary or constituting a merger or consolidation of such Person into the Issuer or with or into a Restricted Subsidiary;

(2) any Investment in the Issuer;

(3) Investments in cash and Cash Equivalents;

(4) any extension, modification or renewal of any Investments existing as of the Issue Date (but not Investments involving additional advances, contributions or other investments of cash or property or other increases thereof, other than as a result of the accrual or accretion of interest or original issue discount or payment-in-kind pursuant to the terms of such Investment as of the Issue Date);

(5) Investments permitted pursuant to clause (ii), (vi) or (vii) of Section 3.18(b);

(6) Investments received as a result of the bankruptcy or reorganization of any Person or taken in settlement of or other resolution of claims or disputes, and, in each case, extensions, modifications and renewals thereof;

(7) Investments made by the Issuer or its Restricted Subsidiaries as a result of non-cash consideration permitted to be received in connection with an Asset Sale made in compliance with Section 3.12;

(8) Investments in the form of Compensation Related Hedging Obligations permitted under clause (iv) of Section 3.9(b) or under any Hedging Agreement;

(9) Investments in existence on the Issue Date or made pursuant to binding commitments in effect on the Issue Date or any Investment consisting of any extension, modification or renewal of any Investment existing on the Issue Date; *provided*, that the amount of any such Investment may be increased (a) as required by the terms of such Investment as in existence on the Issue Date or (b) as otherwise permitted by this Indenture;

(10) Investments by the Issuer or any Restricted Subsidiary in a Receivables Entity in connection with a Qualified Receivables Transaction which does not constitute an Asset Sale by virtue of clause (7) of the definition thereof; *provided*, *however*, that any such Investments are made only in the form of Receivables Assets;

(11) Investments in marketable securities or instruments, to fund the Issuer's or a Restricted Subsidiary's pension and other employee-related obligations in the ordinary course of business pursuant to compensation arrangements approved by the Board of Directors or senior management of the Issuer;

(12) any Investment that:

(a) when taken together with all other Investments made pursuant to this clause (12) that are at the time outstanding (and, if the Issuer so elects, net of cash benefits to the Issuer or a Restricted Subsidiary from Investments pursuant to this clause (12)), does not exceed the greater of U.S.$250.0 million and 3% of Consolidated Tangible Assets; or

(b) when taken together with all other Investments made pursuant to this clause (12) in any fiscal year that are at the time outstanding, does not exceed U.S.$100.0 million in any fiscal year;

(13) Investments in the Capital Stock of any Person other than a Restricted Subsidiary that are required to be held pursuant to an involuntary governmental order of condemnation, nationalization, seizure or expropriation or other similar order with respect to Capital Stock of such Person (prior to which order such Person was a Restricted Subsidiary); *provided*, that such Person contests such order in good faith in appropriate proceedings;

(14) repurchases of Existing Senior Notes or the Notes;

(15) Investments in the SPV Perpetuals or the notes related thereto; *provided*, that any payment or other contribution to one of the special purpose vehicles issuing the SPV Perpetuals in connection with such Investment is promptly paid or contributed to the Issuer or a Restricted Subsidiary following receipt thereof;

(16) any Investment that constitutes Indebtedness permitted under clause (vii)(E) of Section 3.9(b);

(17) (a) Investments to which the Issuer or any of its Restricted Subsidiaries is contractually committed as of the Issue Date in any Person (other than a Subsidiary) in which the Issuer or any of its Restricted Subsidiaries maintains an Investment and (b) Investments in any Person (other than a Subsidiary) in which the Issuer or any of its Restricted Subsidiaries maintains an Investment of up to U.S.$100.0 million in any calendar year minus the amount of any guarantees Incurred in such calendar year under clause (xviii)(B) of Section 3.9(b); and

(18) any Investment made by the Issuer or any of its Restricted Subsidiaries to the extent that the consideration provided for such Investment consists of Qualified Capital Stock of the Issuer.

"Permitted Liens" means any of the following:

(1) statutory Liens of landlords and Liens of carriers, warehousemen, mechanics and materialmen incurred in the ordinary course of business for sums not yet due or the payment of which is being contested in good faith by appropriate proceedings promptly initiated and diligently conducted and for which such reserves or other appropriate provision, if any, as shall be required by GAAP, shall have been made and any other Liens created by operation of law;

(2) Liens Incurred or deposits made in the ordinary course of business in connection with (i) workers' compensation, unemployment insurance and other types of social security or (ii) other insurance maintained by the Issuer and its Subsidiaries in compliance with the 2017 Facilities Agreement (or any refinancing thereof);

(3) Liens for taxes, assessments and other governmental charges the payment of which is being contested in good faith by appropriate proceedings promptly initiated and diligently conducted and for which such reserves or other appropriate provision, if any, as shall be required by GAAP shall have been made;

(4) any attachment or judgment Lien, unless the judgment it secures shall not, within 60 days after the entry thereof, have been discharged or execution thereof stayed pending appeal, or shall not have been discharged within 60 days after the expiration of any such stay;

(5) (i) Liens existing on the Issue Date other than in respect of the Collateral and (ii) Liens in respect of the Collateral to the extent equally and ratably securing the Notes and the Permitted Secured Obligations;

(6) (i) any Lien on property acquired by the Issuer or its Restricted Subsidiaries after the Issue Date that was existing on the date of acquisition of such property; *provided*, that such Lien was not incurred in anticipation of such acquisition; and (ii) any Lien created to secure all or any part of the purchase price, or to secure Indebtedness incurred or assumed to pay all or any part of the purchase price, of property acquired by the Issuer or any of its Restricted Subsidiaries after the Issue Date; *provided further*, that (A) any such Lien permitted pursuant to this clause (6) shall be confined solely to the item or items of property so acquired (including, in the case of any Acquisition of a corporation through the acquisition of 51% or more of the Voting Stock of such corporation, the stock and assets of any Acquired Subsidiary or Acquiring Subsidiary) and, if required by the terms of the instrument originally creating such Lien, other property which is an improvement to, or is acquired for specific use with, such acquired property; and (B) if applicable, any such Lien shall be created within nine months after, in the case of property, its acquisition, or, in the case of improvements, their completion;

(7) any Liens renewing, extending or refunding any Lien permitted by clause (5)(i) above; *provided*, that such Lien is not extended to other property (or, instead, is only extended to equivalent property) and the principal amount of Indebtedness secured by such Lien immediately prior thereto is not increased or the maturity thereof reduced, except that the principal amount secured by any such Lien in respect of:

(a) Hedging Obligations or other derivatives where there are fluctuations in mark-to-market exposures of those Hedging Obligations or other derivatives, and

(b) Indebtedness consisting of any "*Certificados Bursátiles de Largo Plazo*" or any Refinancing thereof, where principal may increase by virtue of capitalization of interest,

may be increased by the amount of such fluctuations, capitalizations or drawings, as the case may be;

(8) Liens on Receivables Assets or Capital Stock of a Receivables Subsidiary, in each case granted in connection with a Qualified Receivables Transaction;

(9) Liens granted pursuant to or in connection with any netting or set-off arrangements entered into in the ordinary course of business;

(10) any Lien permitted by the Trustee, acting on the instructions of at least 50% of the Holders;

(11) any Lien granted by the Issuer or any of its Restricted Subsidiaries to secure Indebtedness under a Permitted Liquidity Facility; *provided*, that: (i) such Lien is not granted in respect of the Collateral, and (ii) the maximum amount of such Indebtedness secured by such Lien does not exceed U.S.$500.0 million at any time;

(12) Liens to secure, or in respect of, Indebtedness permitted by Section 3.9(b)(iv); provided that the maximum amount of such Indebtedness secured by such Lien does not exceed U.S.$200.0 million at any time; or

(13) in addition to the Liens permitted by the foregoing clauses (1) through (12), Liens securing obligations of the Issuer and its Restricted Subsidiaries that in the aggregate secure obligations in an amount not in excess of the greater of (i) 10% of Consolidated Tangible Assets, and (ii) U.S.$1.0 billion.

"Permitted Liquidity Facility" means a loan facility or facilities made available to the Issuer or any Restricted Subsidiary; *provided*, that the aggregate principal amount of utilized and unutilized commitments under such facilities must not exceed U.S.$1.0 billion (or its equivalent in another currency) at any time.

"Permitted Merger Jurisdictions" has the meaning set forth in Section 4.1(a)(i)(B)(1).

"Permitted Secured Obligations" means (i) indebtedness under the 2017 Facilities Agreement and any refinancing thereof made in accordance with the 2017 Facilities Agreement that is secured by the Collateral, (ii) notes (or similar instruments) outstanding on the date of the 2017 Facilities Agreement required to be secured by the Collateral pursuant to their terms, or any refinancing thereof permitted by the 2017 Facilities Agreement, (iii) the Existing Senior Notes and (iv)future Indebtedness secured by the Collateral to the extent permitted by the 2017 Facilities Agreement .

"Person" means an individual, partnership, limited partnership, corporation, company, limited liability company, unincorporated organization, trust or joint venture, or a governmental agency or political subdivision thereof.

"Post-Petition Interest" means all interest accrued or accruing after the commencement of any insolvency or liquidation proceeding (and interest that would accrue but for the commencement of any insolvency or liquidation proceeding) in accordance with and at the contract rate (including, without limitation, any rate applicable upon default) specified in the agreement or instrument creating, evidencing or governing any Indebtedness, whether or not, pursuant to applicable law or otherwise, the claim for such interest is allowed as a claim in such insolvency or liquidation proceeding.

"Preferred Stock" of any Person means any Capital Stock of such Person that has preferential rights over any other Capital Stock of such Person with respect to dividends, distributions or mandatory redemptions or upon liquidation.

"Private Placement Legend" has the meaning assigned to it in Section 2.8(b).

"Purchase Money Indebtedness" means Indebtedness Incurred for the purpose of financing all or any part of the purchase price or cost of construction of any property other than Capital Stock; *provided*, that the aggregate principal amount of such Indebtedness does not exceed the lesser of the Fair Market Value of such property or such purchase price or cost, including any Refinancing of such Indebtedness that does not increase the aggregate principal amount (or accreted amount, if less) thereof as of the date of Refinancing.

"QIB" means a "qualified institutional buyer" as defined in Rule 144A.

"Qualified Capital Stock" means any Capital Stock that is not Disqualified Capital Stock and any warrants, rights or options to purchase or acquire Capital Stock that is not Disqualified Capital Stock that are not convertible into or exchangeable into Disqualified Capital Stock.

"Qualified Receivables Transaction" means any transaction or series of transactions that may be entered into by the Issuer or any Restricted Subsidiary pursuant to which the Issuer or any Restricted Subsidiary may sell, convey, assign or otherwise transfer to a Receivables Entity any Receivables Assets to obtain funding for the operations of the Issuer and its Restricted Subsidiaries:

(1) for which no term of any portion of the Indebtedness or any other obligations (contingent or otherwise) or securities Incurred or issued by any Person in connection therewith:

(a) directly or indirectly provides for recourse to, or any obligation of, the Issuer or any Restricted Subsidiary in any way, whether pursuant to a Guarantee or otherwise, except for Standard Undertakings,

(b) directly or indirectly subjects any property or asset of the Issuer or any Restricted Subsidiary (other than Capital Stock of a Receivables Subsidiary) to the satisfaction thereof, except for Standard Undertakings, or

(c) results in such Indebtedness, other obligations or securities constituting Indebtedness of the Issuer or a Restricted Subsidiary, including following a default thereunder, and

(2) for which the terms of any Affiliate Transaction between the Issuer or any Restricted Subsidiary, on the one hand, and any Receivables Entity, on the other, other than Standard Undertakings and Permitted Investments, are no less favorable than those that could reasonably be expected to be obtained in a comparable transaction at such time on an arm's-length basis from a Person that is not an Affiliate of the Issuer, and

(3) in connection with which, neither the Issuer nor any Restricted Subsidiary has any obligation to maintain or preserve a Receivable Entity's financial condition, cause a Receivables Entity to achieve certain levels of operating results, fund losses of a Receivables Entity, or except in connection with Standard Undertakings, purchase assets of a Receivables Entity.

"Rating Agencies" mean Fitch, Moody's and S&P. In the event that Fitch, Moody's or S&P is no longer in existence or issuing ratings, such organization may be replaced by a nationally recognized statistical rating organization (as defined in Rule 15c3-1(c)(2)(vi)(F) of the Exchange Act or any successor provision) designated by the Issuer with notice to the Trustee.

"Receivables Assets" means:

(1) accounts receivable, leases, conditional sale agreements, instruments, chattel paper, installment sale contracts, obligations, general intangibles, and other similar assets, in each case relating to goods, inventory or services of the Issuer and its Subsidiaries,

(2) equipment and equipment residuals relating to any of the foregoing,

(3) contractual rights, Guarantees, letters of credit, Liens, insurance proceeds, collections and other similar assets, in each case related to the foregoing, and

(4) proceeds of all of the foregoing.

"Receivables Entity" means a Receivables Subsidiary or any other Person not an Affiliate of the Issuer, in each case whose sole business activity is to engage in Qualified Receivables Transactions, including to issue securities or other interests in connection with a Qualified Receivables Transaction.

"Receivables Subsidiary" means an Unrestricted Subsidiary of the Issuer that engages in no activities other than Qualified Receivables Transactions and activities related thereto and that is designated by the Issuer as a Receivables Subsidiary. Any such designation by the Issuer will be evidenced to the Trustee by filing with the Trustee an Officer's Certificate of the Issuer.

"Record Date" has the meaning assigned to it in the Form of Face of Note contained in Exhibit A hereto.

"Redemption Date" means, with respect to any redemption of the Notes, the date fixed for such redemption pursuant to this Indenture and the Notes.

"Refinance" means, in respect of any Indebtedness, to issue any Indebtedness in exchange for or to refinance, repay, redeem, replace, defease or refund such Indebtedness in whole or in part. "Refinanced" and "Refinancing" will have correlative meanings. Indebtedness the proceeds of which are applied to temporarily repay outstanding amounts under the 2017 Facilities Agreement, which amounts are then redrawn and applied to refinance, repay, redeem, replace, defease or refund other Indebtedness, shall be deemed to Refinance such other Indebtedness.

"Refinancing Indebtedness" means Indebtedness of the Issuer or any Restricted Subsidiary issued to Refinance any other Indebtedness of the Issuer or a Restricted Subsidiary so long as:

(1) the aggregate principal amount (or initial accreted value, if applicable) of such new Indebtedness as of the date of such proposed Refinancing does not exceed the aggregate principal amount (or accreted value as of such date, if applicable) of the Indebtedness being Refinanced (plus fees, underwriting discounts and expenses, including any premium and defeasance costs);

(2) such new Indebtedness has:

(a) a Weighted Average Life to Maturity that is equal to or greater than the Weighted Average Life to Maturity of the Indebtedness being Refinanced, and

(b) a final maturity that is equal to or later than the final maturity of the Indebtedness being Refinanced or, in the case of Indebtedness without a stated maturity, July 19, 2022; and

(3) if the Indebtedness being Refinanced is:

(a) Indebtedness of the Issuer, then such Refinancing Indebtedness will be Indebtedness of the Issuer and/or any Note Guarantor,

(b) Indebtedness of a Note Guarantor, then such Refinancing Indebtedness will be Indebtedness of the Issuer and/or any Note Guarantor,

(c) Indebtedness of any of the Restricted Subsidiaries, then such Refinancing Indebtedness will be Indebtedness of such Restricted Subsidiary, the Issuer and/or any Note Guarantor, and

(d) Subordinated Indebtedness, then such Refinancing Indebtedness shall be subordinate to the Notes or the relevant Note Guarantee, if applicable, at least to the same extent and in the same manner as the Indebtedness being Refinanced.

"Registrar" has the meaning assigned to it in Section 2.3(a).

"Regulation S" means Regulation S under the Securities Act or any successor regulation.

"Regulation S Global Note" has the meaning assigned to it in Section 2.1(e).

"Resale Restriction Termination Date" means for any Restricted Note (or beneficial interest therein), that is (a) not a Regulation S Global Note, the date on which the Issuer instructs the Trustee in writing to remove the Private Placement Legend from the Restricted Notes in accordance with the procedures described in Section 2.9(h) (which instruction is expected to be given on or about the one year anniversary of the issuance of the Restricted Notes) or (b) a Regulation S Global Note (or Certificated Note issued in respect thereof pursuant to Section 2.7(c)), the date on which the Distribution Compliance Period therefor terminates.

"Restricted Note" means any Issue Date Note (or beneficial interest therein) or any Additional Note (or beneficial interest therein) not originally issued and sold pursuant to an effective registration statement under the Securities Act until such time as:

(i) the Resale Restriction Termination Date therefor has passed; or

(ii) the Private Placement Legend therefor has otherwise been removed pursuant to Section 2.9 or, in the case of a beneficial interest in a Global Note, such beneficial interest has been exchanged for an interest in a Global Note not bearing a Private Placement Legend.

"Restricted Obligations" has the meaning assigned to it in Section 10.6(b).

"Restricted Payment" has the meaning set forth in Section 3.11(a).

"Restricted Subsidiary" means any Subsidiary of the Issuer, which at the time of determination is not an Unrestricted Subsidiary.

"Reversion Date" has the meaning assigned to in Section 3.22(e).

"Revocation" has the meaning set forth in Section 3.14(b).

"Rule 144" means Rule 144 under the Securities Act (or any successor rule).

"Rule 144A" means Rule 144A under the Securities Act (or any successor rule).

"Rule 144A Global Note" has the meaning assigned to it in Section 2.1(d).

"S&P" means S&P Global Ratings, a division of S&P Global Inc., and any successor to its rating agency business.

"Sale and Leaseback Transaction" means any direct or indirect arrangement with any Person or to which any such Person is a party providing for the leasing to the Issuer or a Restricted Subsidiary of any property, whether owned by the Issuer or any Restricted Subsidiary at the Issue Date or later acquired, which has been or is to be sold or transferred by the Issuer or such Restricted Subsidiary to such Person or to any other Person by whom funds have been or are to be advanced on the security of such property.

"Securities Act" means the Securities Act of 1933, as amended.

"Security Agent" means Wilmington Trust (London) Limited, as security agent under the 2017 Facilities Agreement and the Intercreditor Agreement.

"Security Documents" has the meaning assigned to it in Section 7.13.

"Senior Indebtedness" means (i) the Notes and any other Indebtedness of the Issuer or any Note Guarantor that ranks equal in right of payment with the Notes or the relevant Note Guarantee, as the case may be or (ii) Indebtedness for borrowed money or constituting Capitalized Lease Obligations of any Restricted Subsidiary other than a Note Guarantor.

"Significant Subsidiary" means a Subsidiary of the Issuer constituting a "Significant Subsidiary" of the Issuer in accordance with Rule 1-02(w) of Regulation S-X under the Securities Act in effect on the date hereof.

"Special Record Date" has the meaning assigned to it in Section 2.13(a).

"SPV Perpetuals" means the perpetual debentures issued by special purpose vehicles in December 2006, February 2007 and March 2007, as amended or supplemented from time to time.

"Standard Undertakings" means representations, warranties, covenants, indemnities and similar obligations, including servicing obligations, entered into by the Issuer or any Subsidiary of the Issuer in connection with a Qualified Receivables Transaction, which are customary in similar non-recourse receivables securitization, purchase or financing transactions.

"Subordinated Indebtedness" means, with respect to the Issuer or any Note Guarantor, any Indebtedness of the Issuer or such Note Guarantor, as the case may be, which is expressly subordinated in right of payment to the Notes or the relevant Note Guarantee, as the case may be.

"Subsidiary" means with respect to any Person, any corporation, partnership, joint venture, limited liability company, trust, estate or other entity of which (or in which) more than fifty percent (50%) of (a) in the case of a corporation, the issued and outstanding Capital Stock having ordinary voting power to elect a majority of the board of directors of such corporation (irrespective of whether at the time Capital Stock of any other class or classes of such corporation shall or might have voting power upon the occurrence of any contingency that has not occurred and is not in the control of such Person), (b) in the case of a limited liability company, partnership or joint venture, the voting or other power to control the actions of such limited liability company, partnership or joint venture or (c) in the case of a trust or estate, the voting or other power to control the actions of such trust or estate, is at the time directly or indirectly owned or controlled by (X) such Person, (Y) such Person and one or more of its other Subsidiaries or (Z) one or more of such Person's other Subsidiaries. Unless the context otherwise requires, all references herein to a "Subsidiary" shall refer to a Subsidiary of the Issuer.

"Successor Issuer" has the meaning assigned to it in Section 4.1(a)(i)(B).

"Successor Note Guarantor" has the meaning assigned to it in Section 4.1(b)(i).

"Suspended Covenants" has the meaning assigned to it in Section 3.22(b).

"Suspension Date" has the meaning assigned to it in Section 3.22(c).

"Suspension Period" has the meaning assigned to it in Section 3.22(e).

"Swiss Note Guarantor" has the meaning assigned to it in Section 10.6(a).

"Taxes" has the meaning assigned to it in Section 3.21(a).

"Taxing Jurisdiction" has the meaning assigned to it in Section 3.21(a).

"Transfer Agent" has the meaning assigned to it in Section 2.3(a).

"Transportation Agreements" means, in respect of any Person, any agreement or arrangement designed to protect such Person from fluctuations in prices related to transportation.

"Trust Officer" means, when used with respect to the Trustee, any officer within the corporate trust department of the Trustee, having direct responsibility for the administration of this Indenture, or any other officer of the Trustee to whom any corporate trust matter is referred because of such person's knowledge of and familiarity with the particular subject.

"Trustee" means the party named as such in the introductory paragraph to this Indenture until a successor replaces it in accordance with the terms of this Indenture and, thereafter, means the successor.

"Undervalued Asset" has the meaning assigned to it in Section 10.6(f).

"Uniform Commercial Code" means the Uniform Commercial Code as in effect from time to time in the State of New York.

"Unrestricted Subsidiary" means any Subsidiary of the Issuer designated as such pursuant to Section 3.14. Any such Designation may be revoked by the Issuer, subject to the provisions of such covenant.

"USA PATRIOT Act" has the meaning assigned to it in Section 12.16.

"U.S. Government Obligations" means direct obligations (or certificates representing an ownership interest in such obligations) of, or guaranteed by, the United States of America (including any agency or instrumentality thereof) for the payment of which the full faith and credit of the United States of America is pledged and which are not callable or redeemable at the issuer's option.

"U.S. Legal Tender" means such coin or currency of the United States of America, as at the time of payment shall be legal tender for the payment of public and private debts.

"U.S. Person" means a "U.S. person" as defined in Regulation S.

"Voting Stock" with respect to any Person, means securities of any class of Capital Stock of such Person entitling the holders thereof (whether at all times or only so long as no senior class of stock has voting power by reason of any contingency) to vote in the election of members of the Board of Directors (or equivalent governing body) of such Person.

"Weighted Average Life to Maturity" means, when applied to any Indebtedness at any date, the number of years (calculated to the nearest one-twelfth) obtained by dividing:

(1) the sum of the products obtained by multiplying:

(a) the amount of each then remaining installment, sinking fund, serial maturity or other required payment of principal or liquidation preference, as the case may be, including payment at final maturity, in respect thereof, by

(b) the number of years (calculated to the nearest one-twelfth) which will elapse between such date and the making of such payment; by

(2) the then outstanding aggregate principal amount or liquidation preference, as the case may be, of such Indebtedness.

"Wholly Owned Subsidiary" means, for any Person, any Subsidiary (Restricted Subsidiary in the case of the Issuer) of which at least 99.5% of the outstanding Capital Stock (other than, in the case of a Subsidiary not organized in the United States, directors' qualifying shares or an immaterial amount of shares required to be owned by other Persons pursuant to applicable law) is owned by such Person or any other Person that satisfies this definition in respect of such Person.

Section 1.2 [Reserved].

Section 1.3 Rules of Construction. Unless the context otherwise requires:

(1) a term has the meaning assigned to it;

(2) an accounting term not otherwise defined has the meaning assigned to it in accordance with GAAP;

(3) "or" is not exclusive;

(4) "including" means including without limitation;

(5) words in the singular include the plural and words in the plural include the singular; and

(6) references to the payment of principal of the Notes shall include applicable premium, if any.

ARTICLE II

THE NOTES

Section 2.1 Form and Dating.

(a) The Issue Date Notes are being originally offered and sold by the Issuer pursuant to a Purchase Agreement, dated as of January 7, 2021, among the Issuer, the Note Guarantors party thereto, and BNP Paribas Securities Corp., Citigroup Global Markets Inc., Credit Agricole Securities (USA) Inc. and J.P. Morgan Securities LLC, as representatives of the initial purchasers named therein. The Notes will be issued as one or more Global Notes in fully registered form without interest coupons, and only in denominations of U.S.$200,000 and in integral multiples of U.S.$1,000 in excess thereof. Each such Global Note shall constitute a single Note for all purposes under this Indenture. Certificated Notes, if issued pursuant to the terms hereof, will be issued in fully registered certificated form without coupons. The Notes may only be issued in definitive fully registered form without coupons and only in denominations of U.S.$200,000 and in integral multiples of U.S.$1,000 in excess thereof. The Notes and the Trustee's certificate of authentication shall be substantially in the form of Exhibit A hereto.

(b) The terms and provisions of the Notes, the form of which is in Exhibit A hereto, shall constitute, and are hereby expressly made, a part of this Indenture, and, to the extent applicable, the Issuer, the Note Guarantors and the Trustee, by their execution and delivery of this Indenture, expressly agree to such terms and provisions and to be bound thereby. Except as otherwise expressly permitted in this Indenture, all Notes (including Additional Notes) shall be identical in all respects. Notwithstanding any differences among them, all Notes issued under this Indenture shall vote and consent together on all matters as one class and are otherwise treated as a single issue of securities.

(c) The Notes may have notations, legends or endorsements as specified in Section 2.8 or as otherwise required by law, stock exchange rule or DTC, Euroclear or Clearstream rule or usage. The Issuer and the Trustee shall approve any changes to the form of the Notes attached to this Indenture and any additional notation, legend or endorsement required to be inserted on them. Each Note shall be dated the date of its authentication.

(d) Notes originally offered and sold to QIBs in reliance on Rule 144A will be issued in the form of one or more permanent Global Notes (each, a "Rule 144A Global Note"). Each Rule 144A Global Note shall be deposited on behalf of the purchasers of the Notes represented thereby with the Note Custodian and registered in the name of DTC or its nominee, for credit to the accounts maintained at DTC. In no event shall any Person hold an interest in a Rule 144A Global Note other than in or through accounts maintained at DTC.

(e) Notes originally offered and sold outside the United States in reliance on Regulation S will be issued in the form of one or more permanent Global Notes (each, a "Regulation S Global Note").

(f) Each Regulation S Global Note shall be deposited on behalf of the purchasers of the Notes represented thereby with the Note Custodian and registered in the name of DTC or its nominee, for credit to the accounts maintained at DTC by or on behalf of Euroclear or Clearstream. In no event shall any Person hold an interest in a Regulation S Global Note other than in or through accounts maintained at DTC by or on behalf of Euroclear or Clearstream.

Section 2.2 Execution and Authentication.

(a) Any Officer of the Issuer may sign the Notes for the Issuer by manual, facsimile or electronic signature. If an Officer whose signature is on a Note no longer holds that office at the time the Trustee authenticates the Note, the Note shall be valid nevertheless.

(b) A Note shall not be valid until electronically or manually authenticated by an authorized signatory of the Trustee or an agent appointed by the Trustee (and reasonably acceptable to the Issuer) for such purpose (an "Authenticating Agent"). The electronic or manual signature of an authorized signatory of the Trustee or an Authenticating Agent on a Note shall be conclusive evidence that such Note has been duly and validly authenticated and issued under this Indenture. Unless limited by the terms of its appointment, an Authenticating Agent may authenticate Notes whenever the Trustee may do so. Each reference in this Indenture to authentication by the Trustee includes authentication by an Authenticating Agent.

(c) At any time and from time to time after the execution and delivery of this Indenture, the Trustee shall authenticate and make available for delivery Notes upon a written order of the Issuer signed by an Officer of the Issuer (the "Issuer Order"). An Issuer Order shall specify the amount of the Notes to be authenticated and the date on which the original issue of Notes is to be authenticated.

(d) In case a Successor Issuer has executed an indenture supplemental hereto with the Trustee pursuant to Article IV, any of the Notes authenticated or delivered prior to such transaction may, from time to time, at the request of the Successor Issuer be exchanged for other Notes executed in the name of the Successor Issuer with such changes in phraseology and form as may be appropriate, but otherwise identical to the Notes surrendered for such exchange and of like principal amount; and the Trustee, upon Issuer Order of the Successor Issuer, shall authenticate and deliver Notes as specified in such order for the purpose of such exchange. If Notes shall at any time be authenticated and delivered in any new name of a Successor Issuer pursuant to this Section 2.2 in exchange or substitution for or upon registration of transfer of any Notes, such Successor Issuer, at the option of the Holders but without expense to them, shall provide for the exchange of all Notes at the time Outstanding for Notes authenticated and delivered in such new name.

Section 2.3 Registrar, Paying Agent and Transfer Agent.

(a) The Issuer shall maintain an office or agency in the Borough of Manhattan, City of New York, that shall keep a register of the Notes (the "Note Register") and of their transfer and exchange (the "Registrar"), where Notes may be presented or surrendered for registration of transfer or for exchange (the "Transfer Agent"), where Notes may be presented for payments (the "Payment Agent") and for the service of notices and demands to or upon the Issuer in respect of the Notes and this Indenture. The Issuer may have one or more co-Registrars and one or more additional paying agents. The term "Paying Agent" includes any additional paying agent.

(b) The Issuer shall enter into an appropriate agency agreement with any Registrar, Paying Agent or co-Registrar not a party to this Indenture. The agreement shall implement the provisions of this Indenture that relate to such agent. The Issuer shall notify the Trustee of the name and address of each such agent. If the Issuer fails to maintain a Registrar or Paying Agent, the Trustee shall act as such and shall be entitled to appropriate compensation therefor pursuant to Section 7.7. The Issuer or any Affiliate of the Issuer may act as Paying Agent, Registrar or co-Registrar, or transfer agent.

(c) The Issuer initially designates the Corporate Trust Office of the Trustee as such office or agency of the Issuer as required by Section 2.3(a) and appoints the Trustee as Registrar, Paying Agent, Transfer Agent and agent for service of demands and notices in connection with the Notes and this Indenture, until such time as another Person is appointed as such.

Section 2.4 Paying Agent to Hold Money in Trust. The Issuer shall require each Paying Agent (other than the Trustee) to agree in writing that such Paying Agent shall hold in trust for the benefit of Holders or the Trustee all money held by such Paying Agent for the payment of principal of or interest on the Notes and shall notify the Trustee in writing of any Default by the Issuer or any Note Guarantor in making any such payment. If the Issuer or an Affiliate of the Issuer acts as Paying Agent, it shall segregate the money held by it as Paying Agent and hold it as a separate trust fund. The Issuer at any time may require a Paying Agent (other than the Trustee) to pay all money held by it to the Trustee and to account for any funds disbursed by such Paying Agent. Upon complying with this Section 2.4, the Paying Agent (if other than the Issuer or any Affiliate of the Issuer) shall have no further liability for the money delivered to the Trustee. Upon any proceeding under any Bankruptcy Law with respect to the Issuer or any Affiliate of the Issuer, if the Issuer or such Affiliate is then acting as Paying Agent, the Trustee shall replace the Issuer or such Affiliate as Paying Agent.

Section 2.5 Holder Lists. The Trustee shall preserve in as current a form as is reasonably practicable the most recent list available to it of the names and addresses of Holders. At any time that the Trustee is not the Registrar the Issuer shall furnish to the Trustee, in writing at least seven Business Days before each Interest Payment Date and at such other times as the Trustee may request in writing, a list in such form and as of such date as the Trustee may reasonably require of the names and addresses of Holders.

Section 2.6 CUSIP Numbers. The Issuer in issuing Notes may use "CUSIP" numbers, as applicable (if then generally in use), and, if so, the Trustee shall use for the Securities "CUSIP" number in notices to the Holders as a convenience to such Holders; *provided*, that any such notice may state that no representation is made as to the correctness of such numbers either as printed on the Notes or as contained in any notice and that reliance may be placed only on the other identification numbers printed on the Notes, and any such notice shall not be affected by any defect in or omission of such numbers. The Issuer will promptly notify the Trustee in writing of any changes in the "CUSIP" numbers.

Section 2.7 Global Note Provisions.

(a) Each Global Note initially shall: (i) be registered in the name of DTC or the nominee of DTC, (ii) be delivered to the Note Custodian and (iii) bear the appropriate legends as set forth in Section 2.8 and Exhibit A hereto. Any Global Note may be represented by one or more certificates. The aggregate principal amount of each Global Note may from time to time be increased or decreased by adjustments made on the records of the Note Custodian, as provided in this Indenture.

(b) Except as provided in clause (iii) of Section 2.7(c), members of, or participants in, DTC ("Agent Members") shall have no rights under this Indenture with respect to any Global Note held on their behalf by DTC or by the Note Custodian, and DTC may be treated by the Issuer, any Note Guarantor, the Trustee, the Paying Agent, the Transfer Agent, the Note Custodian, the Registrar and any of their respective agents as the absolute owner of such Global Note for all purposes whatsoever. Notwithstanding the foregoing, nothing herein shall (i) prevent the Issuer, the Trustee, the Paying Agent, the Transfer Agent, the Note Custodian, the Registrar or any of their respective agents from giving effect to any written certification, proxy or other authorization furnished by DTC or (ii) impair, as between DTC and its Agent Members, the operation of customary practices of DTC governing the exercise of the rights of an owner of a beneficial interest in any Global Note. The registered Holder of a Global Note may grant proxies and otherwise authorize any person, including DTC, or its nominee, Agent Members and persons that may hold interests through Agent Members, to take any action that a Holder is entitled to take under this Indenture or the Notes.

(c) Except as provided in this Section 2.7(c), owners of beneficial interests in Global Notes will not be entitled to receive Certificated Notes in exchange for such beneficial interests.

(i) Certificated Notes shall be issued to all owners of beneficial interests in a Global Note in exchange for such beneficial interests if (A) DTC notifies the Issuer that it is unwilling or unable to continue as depositary for such Global Note or (B) DTC ceases to be a clearing agency registered under the Exchange Act, at a time when DTC is required to be so registered in order to act as depositary, and in each case a successor depositary is not appointed by the Issuer within 90 days of such notice. In connection with the exchange of an entire Global Note for Certificated Notes pursuant to this clause (i) of this Section 2.7(c), such Global Note shall be deemed to be surrendered to the Trustee for cancellation, and the Issuer shall execute, and upon Issuer Order, the Trustee shall authenticate and deliver to each beneficial owner identified by DTC in exchange for its beneficial interest in such Global Note, an equal aggregate principal amount of Certificated Notes of authorized denominations, and the Registrar shall register such exchanges in the Note Register.

(ii) The owner of a beneficial interest in a Global Note will be entitled to receive Certificated Notes in exchange for such interest if an Event of Default has occurred and is continuing. If an Event of Default has occurred and is continuing, upon receipt by the Registrar of instructions from Agent Members through DTC on behalf of the owner of a beneficial interest in a Global Note directing the Registrar to exchange such beneficial owner's beneficial interest in such Global Note for Certificated Notes, subject to and in accordance with the Applicable Procedures, the Issuer shall promptly execute, and upon Issuer Order, the Trustee shall authenticate and make available for delivery to such beneficial owner, Certificated Notes in a principal amount equal to such beneficial interest in such Global Note.

(iii) If (A) an event described in clause (i) of Section 2.7(c) occurs and Certificated Notes are not issued promptly to all beneficial owners or (B) the Registrar receives from a beneficial owner the instructions described in clause (ii) of Section 2.7(c) and Certificated Notes are not issued promptly to any such beneficial owner, the Issuer expressly acknowledges, with respect to the right of any Holder to pursue a remedy pursuant to Section 6.6 hereof, the right of any beneficial owner of Notes to pursue such remedy with respect to the portion of the Global Note that represents such beneficial owner's Notes as if such Certificated Notes had been issued.

Section 2.8 Legends.

(a) Each Global Note shall bear the legend specified therefor in Exhibit A hereto on the face thereof.

(b) Each Restricted Note shall bear the private placement legend specified therefor in Exhibit A hereto on the face thereof (the "Private Placement Legend").

Section 2.9 Transfer and Exchange.

(a) Transfers of Beneficial Interests in a Rule 144A Global Note. If the owner of a beneficial interest in a Rule 144A Global Note that is a Restricted Note wishes to transfer such interest (or portion thereof) pursuant to Rule 144 (if available) or to a Non-U.S. Person pursuant to Regulation S:

(i) upon receipt by the Registrar of:

(A) instructions from an Agent Member given to DTC in accordance with the Applicable Procedures directing DTC to credit or cause to be credited a beneficial interest in the Regulation S Global Note in a principal amount equal to the principal amount of the beneficial interest to be transferred,

(B) instructions given in accordance with the Applicable Procedures containing information regarding the account to be credited with such increase, and

(C) a certificate in the form of Exhibit B or Exhibit C hereto, as applicable, duly executed by the transferor;

(ii) the Note Custodian shall increase the Regulation S Global Note and decrease the Rule 144A Global Note in accordance with the foregoing, and the Registrar shall register the transfer in the Note Register.

(b) Transfers of Beneficial Interests in a Regulation S Global Note. Subject to the Applicable Procedures, the following provisions shall apply with respect to any proposed transfer of an interest in a Regulation S Global Note that is a Restricted Note:

If the owner of a beneficial interest in a Regulation S Global Note that is a Restricted Note wishes to transfer such interest (or a portion thereof) to a QIB pursuant to Rule 144A:

(A) upon receipt by the Registrar of:

(1) instructions from an Agent Member given to DTC in accordance with the Applicable Procedures directing DTC to credit or cause to be credited a beneficial interest in the Rule 144A Global Note in a principal amount equal to the principal amount of the beneficial interest to be transferred,

(2) instructions given in accordance with the Applicable Procedures containing information regarding the account to be credited with such increase, and

(3) a certificate in the form of Exhibit D hereto, duly executed by the transferor;

(B) the Note Custodian shall increase the Rule 144A Global Note and decrease the Regulation S Global Note in accordance with the foregoing, and the Registrar shall register the transfer in the Note Register.

(c) Other Transfers. Any registration of transfer of Restricted Notes (including Certificated Notes) not described above (other than a transfer of a beneficial interest in a Global Note that does not involve an exchange of such interest for a Certificated Note or a beneficial interest in another Global Note, which must be effected in accordance with applicable law and the Applicable Procedures, but is not subject to any procedure required by this Indenture) shall be made only upon receipt by the Registrar of such Opinions of Counsel, certificates and such other evidence reasonably required by and satisfactory to it in order to ensure compliance with the Securities Act or in accordance with Section 2.9(d).

(d) Use and Removal of Private Placement Legends. Upon the registration of transfer, exchange or replacement of Notes (or beneficial interests in a Global Note) not bearing (or not required to bear upon such transfer, exchange or replacement) a Private Placement Legend, the Note Custodian and Registrar shall exchange such Notes (or beneficial interests) for beneficial interests in a Global Note or Certificated Notes if they have been issued pursuant to Section 2.7(c) that does not bear a Private Placement Legend. Upon the registration of transfer, exchange or replacement of Notes (or beneficial interests in a Global Note) bearing a Private Placement Legend, the Note Custodian and Registrar shall deliver only Notes (or beneficial interests in a Global Note) that bear a Private Placement Legend unless:

(i) such Notes (or beneficial interests) are transferred pursuant to Rule 144 upon delivery to the Registrar of a certificate of the transferor in the form of Exhibit C hereto, and an Opinion of Counsel reasonably satisfactory to the Registrar;

(ii) such Notes (or beneficial interests) are transferred, replaced or exchanged after the Resale Restriction Termination Date therefor and, in the case of any such Restricted Notes, the Issuer has complied with the applicable procedures for delegending in accordance with Section 2.9(h); or

(iii) in connection with such registration of transfer, exchange or replacement the Registrar shall have received an Opinion of Counsel, certificates and such other evidence reasonably satisfactory to the Issuer and the Registrar to the effect that neither such Private Placement Legend nor the related restrictions on transfer are required in order to maintain compliance with the provisions of the Securities Act.

The Holder of a Global Note bearing a Private Placement Legend may exchange an interest therein for an equivalent interest in a Global Note not bearing a Private Placement Legend upon transfer of such interest pursuant to this Section 2.9(d).

(e) Consolidation of Global Notes and Exchange of Certificated Notes for Beneficial Interests in Global Notes. If a Global Note not bearing a Private Placement Legend is Outstanding at the time of a removal of legends pursuant to Section 2.9(h), any interests in a Global Note delegended pursuant to Section 2.9(h) shall be exchanged for interests in such Outstanding Global Note, subject to the proviso at the end of Section 2.14(a).

(f) Retention of Documents. The Registrar and the Trustee shall retain copies of all letters, notices and other written communications received pursuant to this Article II and in accordance with the Trustee's, or if different, the Registrar's, record retention procedures. The Issuer shall have the right to inspect and make copies of all such letters, notices or other written communications at any reasonable time upon the giving of reasonable written notice to the Registrar or the Trustee, as the case may be.

(g) General Provisions Relating to Transfers and Exchanges.

(i) Subject to the other provisions of this Section 2.9, when Notes are presented to the Registrar or a co-Registrar with a request to register the transfer of such Notes or to exchange such Notes for an equal principal amount of Notes of other authorized denominations, the Registrar or co-Registrar shall register the transfer or make the exchange as requested if its requirements for such transaction are met; *provided*, that any Notes presented or surrendered for registration of transfer or exchange shall be duly endorsed or accompanied by a written instrument of transfer in form satisfactory to the Registrar or co-Registrar, duly executed by the Holder thereof or his attorney duly authorized in writing.

(ii) To permit registrations of transfers and exchanges and subject to the other terms and conditions of this Article II, the Issuer will execute, and upon Issuer Order, the Trustee will authenticate and make available for delivery, Certificated Notes and Global Notes, as applicable, at the Registrar's or co-Registrar's request.

(iii) No service charge shall be made to a Holder for any registration of transfer or exchange, but the Issuer and the Trustee may require payment of a sum sufficient to cover any transfer tax, assessments, or similar governmental charge payable in connection therewith (other than any such transfer taxes, assessments or similar governmental charges payable upon exchange or transfer pursuant to Section 3.8, Section 3.9, Section 5.1 or Section 9.5).

(iv) The Registrar or co-Registrar shall not be required to register the transfer of or exchange of (x) any Note for a period beginning 15 days before an Interest Payment Date and ending on such Interest Payment Date and (y) any Note selected for repurchase or redemption, except the unrepurchased or unredeemed portion thereof, if any.

(v) Prior to the due presentation for registration of transfer of any Note, the Issuer, the Trustee, the Paying Agent, the Transfer Agent, the Registrar or any co-Registrar may deem and treat the Person in whose name a Note is registered as the absolute owner of such Note for the purpose of receiving payment of principal of and interest on such Note and for all other purposes whatsoever, whether or not such Note is overdue, and none of the Issuer, the Trustee, the Paying Agent, the Transfer Agent, the Registrar or any co-Registrar or the Note Custodian shall be affected by notice to the contrary.

(vi) All Notes issued upon any transfer or exchange pursuant to the terms of this Indenture shall evidence the same debt and shall be entitled to the same benefits under this Indenture as the Notes surrendered upon such transfer or exchange.

(vii) Subject to Section 2.7 and this Section 2.9, in connection with the exchange of a portion of a Certificated Note for a beneficial interest in a Global Note, the Trustee shall cancel such Certificated Note, and the Issuer shall execute, and upon Issuer Order, the Trustee shall authenticate and make available for delivery to the exchanging Holder, a new Certificated Note representing the principal amount not so exchanged.

(h) Applicable Procedures for Delegending.

(i) Promptly after one year has elapsed following (A) the Issue Date or (B) if the Issuer has issued Additional Notes with the same terms and the same CUSIP number as the Issue Date Notes pursuant to this Indenture within one year following the Issue Date, the date of original issuances of such Additional Notes, if the relevant Notes are freely tradable pursuant to Rule 144 under the Securities Act by Holders who are not Affiliates of the Issuer where no conditions of Rule 144 are then applicable (other than the holding period requirement in paragraph (d)(1)(ii) of Rule 144 so long as such holding period requirement is satisfied), the Issuer shall:

(1) instruct the Trustee in writing to remove the Private Placement Legend from such Notes, and upon receipt of such instruction, the Private Placement Legend shall be deemed removed from any Global Notes representing such Notes without further action on the part of Holders;

(2) notify Holders of such Notes that the Private Placement Legend has been removed or deemed removed; and

(3) instruct DTC to change the CUSIP number for such Notes to the unrestricted CUSIP number for the Notes.

In no event will the failure of the Issuer to provide any notice set forth in this paragraph or of the Trustee to remove the Private Placement Legend constitute a failure by the Issuer to comply with any of its covenants or agreements set forth in Section 6.1 or otherwise. Any Restricted Note (or security issued in exchange or substitution therefor) as to which such restrictions on transfer shall have expired in accordance with their terms may, upon surrender of such Restricted Note for exchange to the Registrar in accordance with the provisions of Article II of this Indenture, be exchanged for a new Note or Notes, of like tenor and aggregate principal amount, which shall not bear the Private Placement Legend. The Issuer shall notify the Trustee in writing upon occurrence of the Resale Restriction Termination Date for any Note.

(ii) In the case of a Regulation S Global Note, after the Resale Restriction Termination Date of any such Regulation S Global Note, the Issuer may, at its sole option:

(1) instruct the Trustee in writing to remove the Private Placement Legend from such Regulation S Global Note (including setting forth the basis for such removal), and upon receipt of such instruction, the Private Placement Legend shall be deemed removed from such Regulation S Global Note without further action on the part of Holders; and

(2) instruct DTC to change the CUSIP number for such Notes to the unrestricted CUSIP number for the Notes.

(iii) Notwithstanding any provision herein to the contrary, in the event that Rule 144 as promulgated under the Securities Act (or any successor rule) is amended to change the one-year holding period thereunder (or the corresponding period under any successor rule), (A) each reference in this Section 2.9(h) to "one year" and in the Private Placement Legend described in Section 2.8(b) and Exhibit A hereto to "ONE YEAR" shall be deemed for all purposes hereof to be references to such changed period, and (B) all corresponding references in this Indenture (including the definition of Resale Restriction Termination Date), the Notes and the Private Placement Legends thereon shall be deemed for all purposes hereof to be references to such changed period; *provided*, that such changes shall not become effective if they are otherwise prohibited by, or would otherwise cause a violation of, the then-applicable federal securities laws; *provided further* that if such change does not apply to existing Notes, all references to "one year" in this Indenture shall not be deemed for all purposes hereof to be references to such changed period. This Section 2.9(h) shall apply to successive amendments to Rule 144 (or any successor rule) changing the holding period thereunder.

(i) No Obligation of the Trustee.

(i) The Trustee shall have no responsibility or obligation to any beneficial owner of an interest in a Global Note, Agent Members or any other

Persons with respect to the accuracy of the records of DTC or its nominee or of Agent Members, with respect to any ownership interest in the Notes or with respect to the delivery to any Agent Member, beneficial owner or other Person (other than DTC) of any notice (including any notice of redemption) or the payment of any amount or delivery of any Notes (or other security or property) under or with respect to such Notes. All notices and communications to be given to the Holders and all payments to be made to Holders in respect of the Notes shall be given or made only to or upon the order of the registered Holders (which shall be DTC or its nominee in the case of a Global Note). The rights of beneficial owners in any Global Note shall be exercised only through DTC, subject to the applicable rules and procedures of DTC. The Trustee may rely and shall be fully protected in relying upon information furnished by DTC with respect to its Agent Members and any beneficial owners.

(ii) The Trustee shall have no obligation or duty to monitor, determine or inquire as to compliance with any restrictions on transfer imposed under this Indenture or under applicable law with respect to any transfer of any interest in any Note (including any transfers between or among Agent Members or beneficial owners in any Global Note) other than to require delivery of such certificates and other documentation or evidence as are expressly required by, and to do so if and when expressly required by, the terms of this Indenture, and to examine the same to determine substantial compliance as to form with the express requirements hereof.

Section 2.10 Mutilated, Destroyed, Lost or Stolen Notes.

(a) If a mutilated Note is surrendered to the Registrar or if the Holder of a Note claims that the Note has been lost, destroyed or wrongfully taken, the Issuer shall execute, and upon Issuer Order, the Trustee shall authenticate and make available for delivery, a replacement Note for such mutilated, lost or stolen Note, of like tenor and principal amount, bearing a number not contemporaneously Outstanding if:

(i) the requirements of Section 8-405 of the Uniform Commercial Code are met,

(ii) the Holder satisfies any other reasonable requirements of the Trustee, and

(iii) neither the Issuer nor the Trustee has received notice that such Note has been acquired by a protected purchaser (as defined in Section 8-303 of the Uniform Commercial Code).

If required by the Trustee or the Issuer, such Holder shall furnish an affidavit of loss and indemnity bond sufficient in the judgment of the Issuer and the Trustee to protect the Issuer, the Trustee, the Paying Agent, the Transfer Agent, the Registrar or any co-Registrar and the Note Custodian from any loss that any of them may suffer if a Note is replaced.

(b) Upon the issuance of any new Note under this Section 2.10, the Issuer may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Trustee) in connection therewith.

(c) Every new Note issued pursuant to this Section 2.10 in exchange for any mutilated Note, or in lieu of any destroyed, lost or stolen Note, shall constitute an original additional contractual obligation of the Issuer, any Note Guarantor and any other obligor upon the Notes, whether or not the mutilated, destroyed, lost or stolen Note shall be at any time enforceable by anyone, and shall be entitled to all benefits of this Indenture equally and proportionately with any and all other Notes duly issued hereunder.

Section 2.11 Temporary Notes. Until definitive Notes are ready for delivery, the Issuer may execute, and upon Issuer Order, the Trustee will authenticate and make available for delivery, temporary Notes. Temporary Notes will be substantially in the form of definitive Notes but may have variations that the Issuer considers appropriate for temporary Notes. Without unreasonable delay, the Issuer will prepare and execute, and upon Issuer Order, the Trustee will authenticate and make available for delivery, definitive Notes. After the preparation of definitive Notes, the temporary Notes will be exchangeable for definitive Notes upon surrender of the temporary Notes at the office or agency maintained by the Issuer pursuant to Section 2.3 for that purpose and such exchange shall be without charge to the Holder. Upon surrender for cancellation of any one or more temporary Notes, the Issuer will execute, and upon Issuer Order, the Trustee will authenticate and make available for delivery in exchange therefor, one or more definitive Notes representing an equal principal amount of Notes. Until so exchanged, the Holder of temporary Notes shall in all respects be entitled to the same benefits under this Indenture as a Holder of definitive Notes.

Section 2.12 Cancellation. The Issuer at any time may deliver Notes to the Trustee for cancellation. The Registrar, the Paying Agent and the Transfer Agent shall forward to the Trustee any Notes surrendered to them for registration of transfer, exchange or payment. The Trustee and no one else shall cancel and dispose of canceled Notes in accordance with its policy of disposal or upon written request of the Issuer, return to the Issuer all Notes surrendered for registration of transfer, exchange, payment or cancellation. The Issuer may not issue new Notes to replace Notes it has paid or delivered to the Trustee for cancellation for any reason other than in connection with a registration of transfer or exchange upon Issuer Order.

Section 2.13 Defaulted Interest. When any installment of interest becomes overdue (a "Defaulted Interest"), such installment shall forthwith cease to be payable to the Holders in whose names the Notes were registered on the Record Date applicable to such installment of interest. Defaulted Interest (including any interest on such Defaulted Interest) shall be paid by the Issuer, at its election, as provided in clause (a) or clause (b) below.

(a) The Issuer may elect to make payment of any Defaulted Interest (including any interest payable on such Defaulted Interest) to the Holders in whose names the Notes are registered at the close of business on a special record date for the payment of such Defaulted Interest (a "Special Record Date"), which shall be fixed in the following manner. The Issuer shall notify the Trustee in writing of the amount of Defaulted Interest proposed to be paid and the date of the proposed payment, and at the same time the Issuer shall deposit with the Trustee an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Trustee for such deposit prior to the date of the proposed payment, such money when deposited to be held in trust for the benefit of the Holders entitled to such Defaulted Interest as provided in this Section 2.13(a). Thereupon the Trustee shall fix a Special Record Date for the payment of such Defaulted Interest, which shall be not more than fifteen (15) calendar days and not less than ten (10) calendar days prior to the date of the proposed payment and not less than ten (10) calendar days after the receipt by the Trustee of the notice of the proposed payment. The Trustee shall promptly notify the Issuer of such Special Record Date and, in the name and at the expense of the Issuer, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be sent, first-class mail, postage prepaid, to each Holder at such Holder's address as it appears in the Note Register, not less than ten (10) calendar days prior to such Special Record Date. Notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor having been mailed as aforesaid, such Defaulted Interest shall be paid to the Holders in whose names the Notes are registered at the close of business on such Special Record Date and shall no longer be payable pursuant to clause (b) below; or

(b) The Issuer may make payment of any Defaulted Interest (including any interest on such Defaulted Interest) in any other lawful manner not inconsistent with the requirements of any securities exchange on which the Notes may be listed, and upon such notice as may be required by such exchange, if, after notice given by the Issuer to the Trustee of the proposed payment pursuant to this Section 2.13(b), such manner of payment shall be deemed practicable by the Trustee. The Trustee shall in the name and at the expense of the Issuer cause prompt notice of the proposed payment and the date thereof to be sent, first-class mail, postage prepaid, to each Holder at such Holder's address as it appears in the Note Register.

Section 2.14 Additional Notes.

(a) The Issuer may, from time to time, subject to compliance with any other applicable provisions of this Indenture, without the consent of the Holders, create and issue pursuant to this Indenture additional notes ("Additional Notes") that shall have terms and conditions identical to those of the other Outstanding Notes, except with respect to:

(i) the Issue Date;

(ii) the amount of interest payable on the first Interest Payment Date therefor;

(iii) the issue price; and

(iv) any adjustments necessary in order to conform to and ensure compliance with the Securities Act (or other applicable securities laws) and any agreement applicable to such Additional Notes, which are not adverse in any material respect to the Holder of any Outstanding Notes (other than such Additional Notes).

The Issue Date Notes and any Additional Notes shall be treated as a single series for all purposes under this Indenture; *provided* that such Additional Notes are either (i) part of the same "issue" as the Issue Date Notes for U.S. federal income tax purposes, (ii) issued pursuant to a "qualified reopening" for U.S. federal income tax purposes, or (iii) issued with a different CUSIP or other similar numbers than the Issue Date Notes to the extent required to comply with securities or tax law requirements, including to permit delegending pursuant to Section 2.9(h).

(b) With respect to any Additional Notes, the Issuer will set forth in an Officer's Certificate of the Issuer (the "Additional Note Certificate"), copies of which will be delivered to the Trustee, the following information:

(i) the aggregate principal amount of such Additional Notes to be authenticated and delivered pursuant to this Indenture;

(ii) the Issue Date and the issue price of such Additional Notes; and

(iii) whether such Additional Notes will be subject to transfer restrictions under the Securities Act (or other applicable securities laws).

ARTICLE III

COVENANTS

Section 3.1 Payment of Notes.

(a) The Issuer shall pay the principal of and interest (including Defaulted Interest) on the Notes in U.S. Legal Tender on the dates and in the manner provided in the Notes and in this Indenture. Prior to 10:00 a.m. New York City time, on the Business Day prior to each Interest Payment Date and the Maturity Date, the Issuer shall deposit with the Paying Agent in immediately available funds U.S. Legal Tender sufficient to make cash payments due on such Interest Payment Date or Maturity Date, as the case may be. If the Issuer or an Affiliate of the Issuer is acting as Paying Agent, the Issuer or such Affiliate shall, prior to 10:00 a.m. New York City time on the Business Day prior to each Interest Payment Date and the Maturity Date, segregate and hold in trust U.S. Legal Tender, sufficient to make cash payments due on such Interest Payment Date or Maturity Date, as the case may be. Principal and interest shall be considered paid on the date due if on such date the Trustee or the Paying Agent (other than the Issuer or an Affiliate of the Issuer) holds in accordance with this Indenture U.S. Legal Tender designated for and sufficient to pay all principal and interest then due and the Trustee or the Paying Agent, as the case may be, is not prohibited from paying such money to the Holders on that date pursuant to the terms of this Indenture.

(b) Notwithstanding anything to the contrary contained in this Indenture, the Issuer may, to the extent it is required to do so by law, deduct or withhold income or other similar taxes imposed by the United States of America from principal or interest.

(c) In order to comply with applicable tax laws (inclusive of rules, regulations and interpretations promulgated by competent authorities) related to the Indenture in effect from time to time ("Applicable Tax Law") that a foreign financial institution, issuer, trustee, paying agent or other party is or has agreed to be subject to, the Issuer agrees (i) to provide to the Trustee and the Paying Agent sufficient information about the parties and/or transactions (including any modification to the terms of such transactions) so the Trustee and the Paying Agent can determine whether it has tax related obligations under Applicable Tax Law, (ii) that the Trustee and the Paying Agent shall be entitled to make any withholding or deduction from payments to the extent necessary to comply with Applicable Tax Law for which the Trustee and the Paying Agent shall not have any liability and (iii) to hold harmless the Trustee and the Paying Agent for any losses it may suffer due to the actions it takes to comply with Applicable Tax Law. The terms of this section shall survive the termination of this Indenture.

Section 3.2 Maintenance of Office or Agency.

(a) The Issuer shall maintain each office or agency required under Section 2.3. The Issuer will give prompt written notice to the Trustee of any change in the location of any such office or agency. If at any time the Issuer shall fail to maintain any such required office or agency or shall fail to furnish the Trustee with the address thereof, such presentations, surrenders, notices and demands may be made or served at the Corporate Trust Office of the Trustee, and the Issuer hereby appoints the Trustee as its agent to receive all such presentations, surrenders, notices and demands.

(b) The Issuer may also from time to time designate one or more other offices or agencies (in or outside of the City of New York) where the Notes may be presented or surrendered for registration of transfer or for exchange and may from time to time rescind any such designation; *provided, however*, that no such designation or rescission shall in any manner relieve the Issuer of its obligation to maintain an office or agency in the City of New York for such purposes. The Issuer will give prompt written notice to the Trustee of any such designation or rescission and any change in the location of any such other office or agency.

Section 3.3 Corporate Existence. Subject to Article IV, the Issuer will do or cause to be done all things necessary to preserve and keep in full force and effect its corporate existence.

Section 3.4 Payment of Taxes and Other Claims. The Issuer will pay or discharge or cause to be paid or discharged, before the same shall become delinquent, (i) all taxes, assessments and governmental charges levied or imposed upon the Issuer or any Restricted Subsidiary or for which it or any of them are otherwise liable, or upon the income, profits or property of the Issuer or any Restricted Subsidiary and (ii) all lawful claims for labor, materials and supplies, which, if unpaid, might by law become a liability or Lien upon the property of the Issuer or any Restricted Subsidiary; *provided, however,* that the Issuer shall not be required to pay or discharge or cause to be paid or discharged any such tax, assessment, charge or claim whose amount, applicability or validity is being contested in good faith by appropriate proceedings and for which appropriate reserves, if necessary (in the good faith judgment of the Issuer), are being maintained in accordance with GAAP or where the failure to effect such payment will not be disadvantageous to the Holders.

Section 3.5 Compliance Certificate. The Issuer and each Note Guarantor shall deliver to the Trustee within 105 days after the end of each fiscal year of the Issuer (which fiscal year ends on December 31 of each year, subject to any change in fiscal year following the Issue Date) an Officer's Certificate stating that in the course of the performance by the signers of their duties as Officers of the Issuer or such Note Guarantor, as the case may be, they would normally have knowledge of any Default or Event of Default and whether or not the signers know of any Default or Event of Default that occurred during the previous fiscal year. If they do, the certificate shall describe the Default or Event of Default, its status and what action the Issuer or such Note Guarantor is taking or proposes to take with respect thereto.

Section 3.6 Further Instruments and Acts.

(a) The Issuer and each Note Guarantor will execute and deliver such further instruments and do such further acts as may be reasonably necessary or proper or as the Trustee may reasonably request to carry out more effectively the purpose of this Indenture.

(b) The Issuer and the Note Guarantors shall take, and shall cause their Subsidiaries party thereto to take, any and all actions required under the Intercreditor Agreement and the Security Documents to cause the Intercreditor Agreement and the Security Documents to create and maintain, as security for the Obligations of the Issuer and the Note Guarantors hereunder, a valid and enforceable perfected security interest on all the Collateral, in favor of the Security Agent for the equal and ratable benefit of the Holders of the Notes, and the other Permitted Secured Obligations, first in priority to any and all security interests at any time granted upon the Collateral, subject in all respects to Liens imposed by law and Liens for judgments, taxes, assessments or governmental charges.

Section 3.7 Waiver of Stay, Extension or Usury Laws. The Issuer and each Note Guarantor covenant (to the fullest extent permitted by applicable law) that they will not at any time insist upon, plead, or in any manner whatsoever claim or take the benefit or advantage of, any stay or extension law or any usury law or other law that would prohibit or forgive the Issuer or such Note Guarantor from paying all or any portion of the principal of or interest on the Notes as contemplated herein, wherever enacted, now or at any time hereafter in force, or which may affect the covenants or the performance of this Indenture. The Issuer and each Note Guarantor hereby expressly waives (to the fullest extent permitted by applicable law) all benefit or advantage of any such law, and covenants that it will not hinder, delay or impede the execution of any power herein granted to the Trustee, but will suffer and permit the execution of every such power as though no such law had been enacted.

Section 3.8 Change of Control.

(a) If a Change of Control occurs, each Holder will have the right to require that the Issuer purchase all or a portion (in integral multiples of U.S.$1,000) of the Holder's Notes at a purchase price equal to 101% of the principal amount thereof, plus accrued and unpaid interest thereon to, but not including, the date of purchase (the "Change of Control Payment") on the terms and conditions set forth herein.

(b) Within 30 days following the date upon which the Change of Control occurred, the Issuer shall send, electronically or by first-class mail, a Change of Control Notice to each Holder, with a copy to the Trustee, offering to purchase the Notes as described above (a "Change of Control Offer"). The Change of Control Notice shall state, among other things, the purchase date, which must be no earlier than 30 days nor later than 60 days from the date the notice is electronically sent or mailed, other than as may be required by law (the "Change of Control Payment Date").

(c) On the Change of Control Payment Date, the Issuer will, to the extent lawful:

(i) accept for payment all Notes or portions thereof properly tendered and not withdrawn pursuant to the Change of Control Offer;

(ii) deposit with the Paying Agent funds in an amount equal to the Change of Control Payment in respect of all Notes or portions thereof so tendered; and

(iii) deliver or cause to be delivered to the Trustee the Notes so accepted together with an Officer's Certificate stating the aggregate principal amount of Notes or portions thereof being purchased by the Issuer.

(d) If only a portion of a Note is purchased pursuant to a Change of Control Offer, a new Note in a principal amount equal to the portion thereof not purchased will be issued in the name of the Holder thereof upon cancellation of the original Note (or appropriate adjustments to the amount and beneficial interests in a Global Note will be made, as appropriate); *provided*, that each new Note shall be in a minimum principal amount of U.S.$200,000 and in integral multiples of U.S.$1,000 in excess thereof. Notes (or portions thereof) purchased pursuant to a Change of Control Offer will be canceled and cannot be reissued.

(e) The Issuer will not be required to make a Change of Control Offer upon a Change of Control if:

(i) a third party makes the Change of Control Offer in the manner, at the times and otherwise in compliance with the requirements set forth in this Indenture applicable to a Change of Control Offer made by the Issuer and purchases all Notes properly tendered and not withdrawn under the Change of Control Offer, or

(ii) notice of redemption with respect to all Outstanding Notes has been given pursuant to this Indenture as described under Section 5.4 unless and until there is a default in payment of the applicable redemption price.

(f) The Issuer will comply with the requirements of Rule 14e-1 under the Exchange Act and any other securities laws and regulations in connection with the purchase of Notes to the extent that they apply in connection with a Change of Control Offer. To the extent that the provisions of any securities laws or regulations conflict with the "Change of Control" provisions of this Indenture, the Issuer will comply with the applicable securities laws and regulations and will not be deemed to have breached its obligations under this Indenture by doing so.

Section 3.9 Limitation on Incurrence of Additional Indebtedness.

(a) The Issuer will not, and will not cause or permit any of its Restricted Subsidiaries to, directly or indirectly, Incur any Indebtedness, including Acquired Indebtedness, except that the Issuer and/or any Restricted Subsidiary may Incur Indebtedness, including Acquired Indebtedness, if, at the time of and immediately after giving *pro forma* effect to the Incurrence thereof and the application of the proceeds therefrom, the Consolidated Fixed Charge Coverage Ratio of the Issuer is greater than or equal to 2.0 to 1.0; *provided* that, the amount of Indebtedness that may be Incurred by Restricted Subsidiaries that are not Note Guarantors under this Section 3.9(a) (after giving *pro forma* effect to the Incurrence thereof and the application of the proceeds therefrom), shall not exceed the greater of (i) 10% of Consolidated Tangible Assets and (ii) U.S.$1.5 billion, at any one time outstanding.

(b) Notwithstanding clause (a) above, the Issuer and/or any of its Restricted Subsidiaries, as applicable, may Incur the following Indebtedness ("Permitted Indebtedness"):

(i) Indebtedness consisting of the Notes, excluding Additional Notes;

(ii) Guarantees by the Issuer and/or any Note Guarantor of Indebtedness of the Issuer or any Restricted Subsidiary permitted under this Indenture; *provided*, that if any such Guarantee is of Subordinated Indebtedness, then the obligations of the Issuer under the Notes and this Indenture or the Note Guarantee of such Note Guarantor, as applicable, will be senior to the Guarantee of such Subordinated Indebtedness;

(iii) Indebtedness of the Issuer and/or any of its Restricted Subsidiaries outstanding on the Issue Date (excluding Indebtedness permitted under clauses (v), (vi), (vii) or (x) of this definition of Permitted Indebtedness);

(iv) Hedging Obligations, Compensation Related Hedging Obligations and any Guarantees thereof and any reimbursement obligations with respect to letters of credit related thereto, in each case entered into by the Issuer and/or any of its Restricted Subsidiaries; *provided*, that upon the drawing of such letters of credit, such obligations are reimbursed within 30 days following such drawing;

(v) intercompany Indebtedness between the Issuer and any Restricted Subsidiary or between any Restricted Subsidiaries; *provided*, that in the event that at any time any such Indebtedness ceases to be held by the Issuer or a Restricted Subsidiary, such Indebtedness shall be deemed to be Incurred and not permitted by this clause (v) at the time such event occurs;

(vi) Indebtedness of the Issuer and/or any of its Restricted Subsidiaries arising from (A) the honoring by a bank or other financial institution of a check, draft or similar instrument inadvertently drawn against insufficient funds in the ordinary course of business; *provided*, that such Indebtedness is extinguished within five Business Days of Incurrence; or (B) any cash pooling or other cash management agreements in place with a bank or financial institution but only to the extent of offsetting credit balances of the Issuer and/or its Restricted Subsidiaries pursuant to such cash pooling or other cash management agreement;

(vii) Indebtedness of the Issuer and/or any of its Restricted Subsidiaries represented by (A) endorsements of negotiable instruments in the ordinary course of business (excluding an *aval*), (B) documentary credits (including all forms of letter of credit), performance bonds or guarantees, advance payments, bank guarantees, bankers' acceptances, surety or appeal bonds or similar instruments for the account of, or guaranteeing performance by, the Issuer and/or any Restricted Subsidiary in the ordinary course of business, (C) reimbursement obligations with respect to letters of credit in the ordinary course of business, (D) reimbursement obligations with respect to letters of credit and performance Guarantees in the ordinary course of business to the extent required pursuant to the terms of any Investment made pursuant to clause (12) of the definition of "Permitted Investment" and (E) other Guarantees by the Issuer and/or any Restricted Subsidiary in favor of a bank or financial institution in respect of obligations of that bank or financial institution to a third party in an amount not to exceed U.S.$500.0 million at any one time outstanding; *provided*, that in the case of clauses (B), (C) and (D) above, upon the drawing of such letters of credit or the Incurrence of such Indebtedness, such obligations are reimbursed within 30 days following such drawing or Incurrence;

(viii) Refinancing Indebtedness in respect of:

(A) Indebtedness (other than Indebtedness owed to the Issuer or any Subsidiary of the Issuer) Incurred pursuant to clause (a) above (it being understood that no Indebtedness outstanding on the Issue Date is Incurred pursuant to such clause (a) above), or

(B) Indebtedness Incurred pursuant to clause (i), (ii) or (iii) above or this clause (viii);

(ix) Capitalized Lease Obligations, Sale and Leaseback Transactions, export credit facilities with a maturity of at least one year and Purchase Money Indebtedness of, including Guarantees of any of the foregoing by, the Issuer and/or any Restricted Subsidiary, in an aggregate principal amount at any one time outstanding not to exceed U.S.$1.75 billion;

(x) Indebtedness arising from agreements entered into by the Issuer and/or a Restricted Subsidiary providing for bona fide indemnification, adjustment of purchase price or similar obligations not for financing purposes, in each case, Incurred or assumed in connection with the acquisition or disposition of any business, assets or Capital Stock of a Restricted Subsidiary (including minority interests); *provided*, that in the case of a disposition, the maximum aggregate liability in respect of such Indebtedness shall at no time exceed the gross proceeds actually received by the Issuer and its Restricted Subsidiaries in connection with such disposition;

(xi) Indebtedness of the Issuer and/or any of its Restricted Subsidiaries in an aggregate amount not to exceed U.S.$1.0 billion at any one time outstanding; *provided*, that no more than U.S.$250.0 million of such Indebtedness at any one time outstanding (excluding any Indebtedness under a Permitted Liquidity Facility) may be Incurred by Restricted Subsidiaries that are not Note Guarantors, which amount shall be increased by the corresponding amount of other Indebtedness of Restricted Subsidiaries other than the Note Guarantors outstanding on the Issue Date and subsequently repaid from time to time but in any event not to exceed U.S.$500.0 million at any one time outstanding; *provided, further, however*, that (A) the Issuer and/or any of its Restricted Subsidiaries may Incur Indebtedness under a Permitted Liquidity Facility and (B) in the event that the Issuer and/or any of its Restricted Subsidiaries shall have Incurred Indebtedness under a Permitted Liquidity Facility that increases the amount outstanding at such time pursuant to this clause (xi) in excess of U.S.$1.0 billion, then up to U.S.$1.2 billion may be Incurred pursuant to this clause (xi) at any one time outstanding;

(xii) (A) Indebtedness of the Issuer and/or any of its Restricted Subsidiaries in respect of factoring arrangements or Inventory Financing arrangements or (B) other Indebtedness of the Issuer and/or any of its Restricted Subsidiaries with a maturity of 12 months or less for working capital purposes, not to exceed in the aggregate at any one time (calculated as of the end of the most recent fiscal quarter for which consolidated financial information of the Issuer is available) the greater of:

(1) The sum of:

(x) 20% of the net book value of the inventory of the Issuer and its Restricted Subsidiaries and

(y) 20% of the net book value of the accounts receivable of the Issuer and its Restricted Subsidiaries (excluding accounts receivable pledged to secure Indebtedness or subject to a Qualified Receivables Transaction), less, in each case, the amount of any permanent repayments or reductions of commitments in respect of such Indebtedness made with the Net Cash Proceeds of an Asset Sale in order to comply with Section 3.12; or

(2) U.S.$350.0 million;

(xiii) [Reserved];

(xiv) Indebtedness of the Issuer and/or any of its Restricted Subsidiaries for taxes levied, assessments due and other governmental charges required to be paid as a matter of law or regulation in the ordinary course of business; *provided*, that such Indebtedness shall be permitted to be Incurred only at such time that the 2017 Facilities Agreement (or any refinancing thereof) shall contain an exception to allow the Incurrence of Indebtedness to pay taxes;

(xv) [Reserved];

(xvi) Indebtedness of the Issuer and/or any of its Restricted Subsidiaries Incurred and/or issued to refinance Qualified Receivables Transactions in existence on the Issue Date;

(xvii) Acquired Indebtedness in an aggregate amount at any one time outstanding under this clause (xvii) not to exceed U.S.$200.0 million; and

(xviii)(A) any Indebtedness that constitutes an Investment that the Issuer and/or any of its Restricted Subsidiaries is contractually committed to Incur as of the Issue Date in any Person (other than a Subsidiary) in which the Issuer or any of its Restricted Subsidiaries maintains an Investment; and (B) Guarantees up to U.S.$100.0 million in any calendar year by the Issuer and/or any Restricted Subsidiary of Indebtedness of any Person in which the Issuer or any of its Restricted Subsidiaries maintains an Investment minus any Investment other than such guarantees in such Person during such calendar year pursuant to clause (17)(b) of the definition of "Permitted Investments."

(c) Notwithstanding anything to the contrary contained in this Section 3.9,

(i) The Issuer shall not, and shall not permit any Note Guarantor to, Incur any Permitted Indebtedness pursuant to Section 3.9(b) if the proceeds thereof are used, directly or indirectly, to Refinance any Subordinated Indebtedness unless such Indebtedness shall be subordinated to the Notes or the applicable Note Guarantee, as the case may be, to at least the same extent as such Subordinated Indebtedness.

(ii) For purposes of determining compliance with, and the outstanding principal amount of, any particular Indebtedness Incurred pursuant to and in compliance with this Section 3.9, the amount of Indebtedness issued at a price that is less than the principal amount thereof will be equal to the amount of the liability in respect thereof determined in accordance with GAAP. Accrual of interest, the accretion or amortization of original issue discount, the payment of regularly scheduled interest in the form of additional Indebtedness of the same instrument or the payment of regularly scheduled dividends on Disqualified Capital Stock in the form of additional Disqualified Capital Stock with the same terms will not be deemed to be an Incurrence of Indebtedness for purposes of this Section 3.9. For purposes of determining compliance with this Section 3.9, mark-to- market fluctuations of Hedging Obligations or derivatives shall not constitute Incurrence of Indebtedness.

(iii) For purposes of determining compliance with this Section 3.9, the principal amount of Indebtedness denominated in foreign currency shall be calculated based on the relevant currency exchange rate in effect on the date such Indebtedness was Incurred, in the case of term Indebtedness, or first committed, in the case of revolving credit Indebtedness; *provided*, that if such Indebtedness is Incurred to refinance other Indebtedness denominated in foreign currency, and such refinancing would cause the applicable restriction to be exceeded if calculated at the relevant currency exchange rate in effect on the date of such refinancing, such restriction shall be deemed not to have been exceeded so long as the principal amount of such Refinancing Indebtedness does not exceed the principal amount of such Indebtedness being refinanced. Notwithstanding any other provision of this Section 3.9, the maximum amount of Indebtedness Incurred to refinance other Indebtedness, if Incurred in a different currency from the Indebtedness being refinanced, shall be calculated based on the currency exchange rate applicable to the currencies in which such Refinancing Indebtedness is denominated that is in effect on the date of such refinancing.

(iv) For purposes of determining compliance with this Section 3.9:

(A) in the event that an item of Indebtedness meets the criteria of more than one of the types of Indebtedness described above, including, without limitation, in Section 3.9(a), the Issuer, in its sole discretion, will classify such item of Indebtedness at the time of Incurrence and only be required to include the amount and type of such Indebtedness in one of the above clauses and may later reclassify all or a portion of such item of Indebtedness as having been Incurred pursuant to any other clause to the extent such Indebtedness could be Incurred pursuant to such clause at the time of such reclassification; and

(B) the Issuer will be entitled to divide and classify an item of Indebtedness in more than one of the types of Indebtedness described above, including, without limitation, Section 3.9(a).

Section 3.10 [Reserved].

Section 3.11 Limitation on Restricted Payments.

(a) The Issuer will not, and will not cause or permit any of its Restricted Subsidiaries to, directly or indirectly, take any of the following actions (each, a "Restricted Payment"):

(i) declare or pay any dividend or return of capital or make any distribution on or in respect of shares of Capital Stock of the Issuer or any Restricted Subsidiary to holders of such Capital Stock, other than:

(A) dividends, distributions or returns on capital to the extent payable in Qualified Capital Stock of the Issuer,

(B) dividends, distributions or returns on capital payable to the Issuer and/or a Restricted Subsidiary,

(C) dividends, distributions or returns of capital made on a *pro rata* basis to the Issuer and its Restricted Subsidiaries, on the one hand, and minority holders of Capital Stock of a Restricted Subsidiary, on the other hand (or on less than a *pro rata* basis to any minority holder);

(ii) purchase, redeem or otherwise acquire or retire for value:

(A) any Capital Stock of the Issuer (other than in connection with the settlement or termination of an Equity Derivative Agreement to the extent that such settlement or termination would be deemed to be a purchase or redemption of Capital Stock of the Issuer), or

(B) any Capital Stock of any Restricted Subsidiary held by an Affiliate of the Issuer or any Preferred Stock of a Restricted Subsidiary, except for:

(1) Capital Stock held by the Issuer or a Restricted Subsidiary, or

(2) purchases, redemptions, acquisitions or retirements for value of Capital Stock on a *pro rata* basis from the Issuer and/or any Restricted Subsidiaries, on the one hand, and minority holders of Capital Stock of a Restricted Subsidiary, on the other hand, according to their respective percentage ownership of the Capital Stock of such Restricted Subsidiary;

(iii) make any principal payment on, purchase, defease, redeem, prepay, decrease or otherwise acquire or retire for value, prior to any scheduled final maturity, scheduled repayment or scheduled sinking fund payment, as the case may be, any Subordinated Indebtedness (excluding any intercompany indebtedness); or

(iv) make any Investment (other than Permitted Investments);

if at the time of the Restricted Payment immediately after giving effect thereto:

(A) a Default or an Event of Default shall have occurred and be continuing;

(B) the Issuer is not able to Incur at least U.S.$1.00 of additional Indebtedness pursuant to Section 3.9(a); or

(C) the aggregate amount (the amount expended for these purposes, if other than in cash, being the Fair Market Value of the relevant property at the time of the making thereof) of the proposed Restricted Payment and all other Restricted Payments made subsequent to the Issue Date up to the date thereof (including without duplication, Restricted Payments permitted by clause(b)(i) below, but excluding all other Restricted Payments permitted by clause (b) below), less any Investment Return calculated as of the date thereof, shall exceed the sum of:

(1) 50% of cumulative Consolidated Net Income of the Issuer (or, if cumulative Consolidated Net Income of the Issuer is a loss, 100% of the loss taken as a negative amount), accrued during the period, treated as one accounting period, beginning on January 1, 2017 to the end of the most recent fiscal quarter for which consolidated financial information of the Issuer is available, *less* the amount of cash benefits to the Issuer or a Restricted Subsidiary that the Issuer elects to net against Investments pursuant to clause (12) of the definition of "Permitted Investments"; plus

(2) 100% of the aggregate net cash proceeds received by the Issuer from any Person from any:

- contribution to the equity capital of the Issuer (not representing an interest in Disqualified Capital Stock) or issuance and sale of Qualified Capital Stock of the Issuer, in each case, subsequent to the Issue Date, or

- issuance and sale subsequent to the Issue Date (and, in the case of Indebtedness of a Restricted Subsidiary, at such time as it was a Restricted Subsidiary) of any Indebtedness for borrowed money of the Issuer or any Restricted Subsidiary that has been converted into or exchanged for Qualified Capital Stock of the Issuer, excluding, in each case, any net cash proceeds:
- received from a Subsidiary of the Issuer;
- used to redeem Notes under Article V;
- used to acquire Capital Stock or other assets from an Affiliate of the Issuer; or
- applied in accordance with clause (ii)(B) or (iii)(A) of Section 3.11(b) below; plus

(3) U.S.$500.0 million

(b) Notwithstanding Section 3.11(a), this Section 3.11 does not prohibit:

(i) the payment of any dividend within 60 days after the date of declaration of such dividend if the dividend would have been permitted on the date of declaration pursuant to Section 3.11(a);

(ii) if no Default or Event of Default shall have occurred and be continuing, the purchase, redemption or other acquisition or retirement for value of any Capital Stock of the Issuer or any Restricted Subsidiary,

(A) in exchange for Qualified Capital Stock of the Issuer, or

(B) through the application of the net cash proceeds received by the Issuer from a substantially concurrent sale of Qualified Capital Stock of the Issuer or a contribution to the equity capital of the Issuer not representing an interest in Disqualified Capital Stock, in each case, not received from a Subsidiary of the Issuer;

provided, that the value of any such Qualified Capital Stock issued in exchange for such acquired Capital Stock and any such net cash proceeds shall be excluded from Section 3.11(a)(C)(2) (and were not included therein at any time);

(iii) if no Default or Event of Default shall have occurred and be continuing, the voluntary prepayment, purchase, defeasance, redemption or other acquisition or retirement for value of any Subordinated Indebtedness:

(A) solely in exchange for, or through the application of net cash proceeds of a substantially concurrent sale, other than to a Subsidiary of the Issuer, of Qualified Capital Stock of the Issuer, or

(B) solely in exchange for Refinancing Indebtedness for such Subordinated Indebtedness,

provided, that the value of any Qualified Capital Stock issued in exchange for Subordinated Indebtedness and any net cash proceeds referred to above shall be excluded from Section 3.11(a)(C)(2) (and were not included therein at any time);

(iv) repurchases by the Issuer of Common Stock of the Issuer or options, warrants or other securities exercisable or convertible into Common Stock of the Issuer from employees or directors of the Issuer or any of its Subsidiaries or their authorized representatives upon the death, disability or termination of employment or directorship of the employees or directors, in an amount not to exceed U.S.$5.0 million in any calendar year and any repurchases other than in connection with compensation of Common Stock of the Issuer pursuant to binding written agreements in effect on the Issue Date;

(v) payments of dividends on Disqualified Capital Stock issued pursuant to the covenant described under Section 3.9;

(vi) non-cash repurchases of Capital Stock deemed to occur upon exercise of stock options, warrants or other similar rights if such Capital Stock represents a portion of the exercise price of such options, warrants or other similar rights;

(vii) cash payments in lieu of the issuance of fractional shares in connection with the exercise of warrants, options or other securities convertible into or exchangeable for Capital Stock of the Issuer;

(viii) purchases of any Subordinated Indebtedness of the Issuer (A) at a purchase price not greater than 101% of the principal amount thereof (together with accrued and unpaid interest) in the event of the occurrence of a Change of Control or (B) at a purchase price not greater than 100% of the principal amount thereof (together with accrued and unpaid interest) in the event of an Asset Sale in accordance with provisions similar to those set forth under Section 3.12; *provided, however*, that prior to such purchase of any such Subordinated Indebtedness, the Issuer has made the Change of Control Offer or Asset Sale Offer as provided under Section 3.8 or Section 3.12, respectively, and has purchased all Notes validly tendered and not properly withdrawn pursuant thereto;

(ix) recapitalization of earnings on or in respect of the Qualified Capital Stock of the Issuer pursuant to which additional Qualified Capital Stock of the Issuer or the right to subscribe for additional Capital Stock of the Issuer is issued to the existing shareholders of the Issuer on a *pro rata* basis (which, for the avoidance of doubt, shall not allow any payment in cash to be made in respect of Qualified Capital Stock of the Issuer pursuant to this clause (ix));

(x) the making of any payment on, or the purchase, defeasance, redemption, prepayment, decrease or other acquisition or retirement for value of, any Subordinated Indebtedness Incurred pursuant to Section 3.9(a) or Section 3.9(b)(iii);

(xi) Restricted Payments that, when taken together with all Restricted Payments made pursuant to this clause (xi), do not exceed U.S.$250.0 million in any calendar year; and

(xii) so long as no Event of Default has occurred and is continuing other Restricted Payments so long as, on the date of such Restricted Payment and after giving effect thereto on a *pro forma* basis, the Consolidated Leverage Ratio of the Issuer would be no greater than 3.75 to 1.0.

(c) The amount of all Restricted Payments (or transfer or issuance that would constitute Restricted Payments but for the exclusions from the definition thereof) and Permitted Investments (other than cash) will be the Fair Market Value on the date of the transfer or issuance of the asset(s) or securities proposed to be transferred or issued by the Issuer or such Restricted Subsidiary, as the case may be, pursuant to the Restricted Payment (or transfer or issuance that would constitute a Restricted Payment but for the exclusions from the definition thereof) or Permitted Investment.

(d) For purposes of determining compliance with this Section 3.11, in the event that a proposed Restricted Payment (or a portion thereof) meets the criteria of clauses (i) through (xii) of Section 3.11(b) or is entitled to be made pursuant to Section 3.11(a) or as a Permitted Investment, the Issuer, in its sole discretion, will be able to classify or later reclassify (based on circumstances existing on the date of such reclassification) such Restricted Payment (or a portion thereof) between clauses (i) through (xii) of Section 3.11(b) and Section 3.11(a) or as a Permitted Investment in any manner that otherwise complies with this Section 3.11.

Section 3.12 Limitation on Asset Sales.

(a) The Issuer will not, and will not permit any of its Restricted Subsidiaries to, consummate an Asset Sale unless:

(i) the Issuer or the applicable Restricted Subsidiary, as the case may be, receives consideration at the time of the Asset Sale at least equal to the Fair Market Value (to be determined as of the date on which such sale is contracted) of the assets sold or otherwise disposed of, and

(ii) other than in respect of Permitted Asset Swap Transactions, at least 75% of the consideration received for the assets sold by the Issuer or the Restricted Subsidiary, as the case may be, in the Asset Sale shall be in the form of cash or Cash Equivalents received at the time of such Asset Sale; *provided, however*, for the purposes of this clause (ii), the following are also deemed to be cash or Cash Equivalents:

(A) the assumption of Indebtedness (other than Subordinated Indebtedness) of the Issuer or any Restricted Subsidiary and the release of the Issuer or such Restricted Subsidiary from all liability on such Indebtedness in connection with such Asset Sale;

(B) any securities, notes or obligation received by the Issuer or any Restricted Subsidiary from the transferee that are, within 180 days after the Asset Sale, converted by the Issuer or such Restricted Subsidiary into cash, to the extent of cash received in that conversion;

(C) Capital Stock of a Person who is or who, after giving effect to such Asset Sale, becomes, a Restricted Subsidiary; and

(D) any Designated Non-cash Consideration received by the Issuer or such Restricted Subsidiary in connection with such Asset Sale having an aggregate Fair Market Value which, when taken together with the Fair Market Value of all other Designated Non-cash Consideration received pursuant to this clause (D) since the Issue Date, does not exceed the sum of (1) 3.0% of Consolidated Tangible Assets of the Issuer calculated as of the end of the most recent fiscal quarter for which consolidated financial information is available (with the Fair Market Value of each item of Designated Non-cash Consideration being measured as of the date it was received and without giving effect to subsequent changes in value of any such item of Designated Non-cash Consideration) and (2) the amount of cash or Cash Equivalents received in connection with a subsequent sale of such Designated Non-cash Consideration.

(b) The Issuer or any Restricted Subsidiary may apply the Net Cash Proceeds of any such Asset Sale within 365 days thereof to:

(i) repay any Senior Indebtedness for borrowed money or constituting a Capitalized Lease Obligation and permanently reduce the commitments with respect thereto, or

(ii) purchase:

(A) assets (except for current assets as determined in accordance with GAAP or Capital Stock) to be used by the Issuer or any Restricted Subsidiary in a Permitted Business, or

(B) substantially all of the assets of a Permitted Business or Capital Stock of a Person engaged in a Permitted Business that will become, upon purchase, a Restricted Subsidiary from a Person other than the Issuer and its Restricted Subsidiaries.

(c) To the extent all or a portion of the Net Cash Proceeds of any Asset Sale are not applied within the 365 days of the Asset Sale as described in clause (i) or (ii) of Section 3.12(b), the Issuer will make an offer to purchase Notes (the "Asset Sale Offer"), at a purchase price equal to 100% of the principal amount of the Notes to be purchased, plus accrued and unpaid interest thereon, to, but not including, the date of purchase (the "Asset Sale Offer Amount"). The Issuer will purchase pursuant to an Asset Sale Offer from all tendering Holders on a *pro rata* basis, and, at the Issuer's option, on a *pro rata* basis with the holders of any other Senior Indebtedness with similar provisions requiring the Issuer to offer to purchase the other Senior Indebtedness with the proceeds of Asset Sales, that principal amount (or accreted value in the case of Indebtedness issued with original issue discount) of Notes and the other Senior Indebtedness to be purchased equal to such unapplied Net Cash Proceeds. The Issuer may satisfy its obligations under this Section 3.12 with respect to the Net Cash Proceeds of an Asset Sale by making an Asset Sale Offer prior to the expiration of the relevant 365-day period.

(d) Pending the final application of any Net Cash Proceeds pursuant to this Section 3.12, the holder of such Net Cash Proceeds may apply such Net Cash Proceeds temporarily to reduce Indebtedness outstanding under a revolving credit facility or otherwise invest such Net Cash Proceeds in any manner not prohibited by this Indenture.

(e) The purchase of Notes pursuant to an Asset Sale Offer shall occur not less than 20 Business Days following the date thereof, or any longer period as may be required by law, nor more than 45 days following the 365th day following the Asset Sale. The Issuer may, however, defer an Asset Sale Offer until there is an aggregate amount of unapplied Net Cash Proceeds from one or more Asset Sales equal to or in excess of U.S.$100.0 million. At that time, the entire amount of unapplied Net Cash Proceeds, and not just the amount in excess of U.S.$100.0 million, shall be applied as required pursuant to this Section 3.12.

(f) Each Asset Sale Offer Notice shall be sent electronically or by first class mail, postage prepaid, to the record Holders as shown on the Note Register within 20 days following such 365th day (or such earlier date as the Issuer shall have elected to make such Asset Sale Offer), with a copy to the Trustee offering to purchase the Notes as described above. Each notice of an Asset Sale Offer shall state, among other things, the purchase date, which must be no earlier than 30 days nor later than 60 days from the date the notice is sent or mailed, other than as may be required by law (the "Asset Sale Offer Payment Date"). Upon receiving notice of an Asset Sale Offer, Holders may elect to tender their Notes in whole or in part in minimum denominations of U.S.$200,000 and in any integral multiples of U.S.$1,000 in excess thereof in exchange for cash.

(g) On the Asset Sale Offer Payment Date, the Issuer shall, to the extent lawful:

(i) accept for payment all Notes or portions thereof properly tendered pursuant to the Asset Sale Offer;

(ii) deposit with the Paying Agent funds in an amount equal to the Asset Sale Offer Amount in respect of all Notes or portions thereof so tendered; and

(iii) deliver or cause to be delivered to the Trustee the Notes so accepted together with an Officer's Certificate stating the aggregate principal amount of the Notes or portions thereof being purchased by the Issuer.

(h) To the extent Holders of Notes and holders of other Senior Indebtedness, if any, which are the subject of an Asset Sale Offer properly tender and do not withdraw Notes or the other Senior Indebtedness in an aggregate amount exceeding the amount of unapplied Net Cash Proceeds, the Issuer shall purchase the Notes and the other Senior Indebtedness on a pro rata basis (based on amounts tendered). If only a portion of a Note is purchased pursuant to an Asset Sale Offer, a new Note in a principal amount equal to the portion thereof not purchased shall be issued in the name of the holder thereof upon cancellation of the original Note (or appropriate adjustments to the amount and beneficial interests in a global note shall be made, as appropriate). Notes (or portions thereof) purchased pursuant to an Asset Sale Offer shall be canceled and cannot be reissued.

(i) The Issuer shall comply with the requirements of Rule 14e-1 under the Exchange Act and any other applicable securities laws in connection with the purchase of Notes pursuant to an Asset Sale Offer. To the extent that the provisions of any applicable securities laws or regulations conflict with this Section 3.12, the Issuer shall comply with these laws and regulations and shall not be deemed to have breached its obligations under the "Asset Sale" provisions of this Indenture by doing so.

(j) Upon completion of an Asset Sale Offer, the amount of Net Cash Proceeds shall be reset at zero. Accordingly, to the extent that the aggregate amount of Notes and other Indebtedness tendered pursuant to an Asset Sale Offer is less than the aggregate amount of unapplied Net Cash Proceeds, the Issuer may use any remaining Net Cash Proceeds for general corporate purposes of the Issuer and its Restricted Subsidiaries.

(k) In the event of the transfer of substantially all (but not all) of the property and assets of the Issuer and its Restricted Subsidiaries as an entirety to a Person in a transaction permitted under Article IV, the Successor Issuer shall be deemed to have sold the properties and assets of the Issuer and its Restricted Subsidiaries not so transferred for purposes of this Section 3.12, and shall comply with the provisions of this Section 3.12 with respect to the deemed sale as if it were an Asset Sale. In addition, the Fair Market Value of properties and assets of the Issuer or its Restricted Subsidiaries so deemed to be sold shall be deemed to be Net Cash Proceeds for purposes of this Section 3.12.

(l) If at any time any non-cash consideration received by the Issuer or any Restricted Subsidiary, as the case may be, in connection with any Asset Sale, is converted into or sold or otherwise disposed of for cash (other than interest received with respect to any non-cash consideration), the conversion or disposition shall be deemed to constitute an Asset Sale hereunder and the Net Cash Proceeds thereof shall be applied in accordance with this Section 3.12 within 365 days of conversion or disposition.

Section 3.13 [Reserved]

Section 3.14 Limitation on Designation of Unrestricted Subsidiaries.

(a) The Issuer may designate after the Issue Date any Subsidiary of the Issuer other than a Note Guarantor as an Unrestricted Subsidiary under this Indenture (a "Designation") only if:

(i) no Default or Event of Default shall have occurred and be continuing at the time of or after giving effect to such Designation and any transactions between the Issuer or any of its Restricted Subsidiaries and such Unrestricted Subsidiary are in compliance with Section 3.18; and

(ii) the Issuer would be permitted to make an Investment at the time of Designation (assuming the effectiveness of such Designation and treating such Designation as an Investment at the time of Designation) as a Restricted Payment pursuant to Section 3.11(a) in an amount (the "Designation Amount") equal to the amount of the Issuer's Investment in such Subsidiary on such date.

(b) The Issuer may revoke any Designation of a Subsidiary as an Unrestricted Subsidiary (a "Revocation") only if:

(i) no Default or Event of Default shall have occurred and be continuing at the time of and after giving effect to such Revocation; and

(ii) all Liens and Indebtedness of such Unrestricted Subsidiary outstanding immediately following such Revocation, if Incurred at such time, would have been permitted to be Incurred for all purposes of this Indenture.

(c) The Designation of a Subsidiary of the Issuer as an Unrestricted Subsidiary shall be deemed to include the Designation of all of the Subsidiaries of such Subsidiary as Unrestricted Subsidiaries. All Designations and Revocations must be evidenced by an Officer's Certificate of the Issuer, delivered to the Trustee certifying compliance with the preceding provisions.

Section 3.15 Limitation on Dividends and Other Payment Restrictions Affecting Restricted Subsidiaries.

(a) Except as provided in clause (b) below, the Issuer shall not, and shall not cause or permit any of its Restricted Subsidiaries to, directly or indirectly, create or otherwise cause or permit to exist or become effective any consensual encumbrance or restriction on the ability of any Restricted Subsidiary to:

(i) pay dividends or make any other distributions on or in respect of its Capital Stock to the Issuer or any other Restricted Subsidiary or pay any Indebtedness owed to the Issuer or any other Restricted Subsidiary;

(ii) make loans or advances to, or make any Investment in, the Issuer or any other Restricted Subsidiary; or

(iii) transfer any of its property or assets to the Issuer or any other Restricted Subsidiary.

(b) Section 3.15(a) shall not apply to encumbrances or restrictions existing under or by reason of:

(i) applicable law, rule, regulation or order;

(ii) this Indenture;

(iii) any encumbrance or restriction pursuant to an agreement in effect at or entered into on the Issue Date, and any amendments, restatements, renewals, replacements or refinancings thereof; *provided*, that any amendment, restatement, renewal, replacement or refinancing is not materially more restrictive with respect to such encumbrances or restrictions than those in existence on the Issue Date as determined in good faith by the Issuer's senior management;

(iv) customary non-assignment provisions of any contract and customary provisions restricting assignment or subletting in any lease governing a leasehold interest of any Restricted Subsidiary, or any customary restriction on the ability of a Restricted Subsidiary to dividend, distribute or otherwise transfer any asset which secures Indebtedness secured by a Lien, in each case permitted to be Incurred under this Indenture;

(v) any instrument governing Acquired Indebtedness not Incurred in connection with, or in anticipation or contemplation of, the relevant acquisition, merger or consolidation, which encumbrance or restriction is not applicable to any Person, or the properties or assets of any Person, other than the Person or the properties or assets of the Person so acquired;

(vi) restrictions with respect to a Restricted Subsidiary of the Issuer imposed pursuant to a binding agreement which has been entered into for the sale or disposition of Capital Stock or assets of such Restricted Subsidiary; *provided*, that such restrictions apply solely to the Capital Stock or assets of such Restricted Subsidiary being sold (and in the case of Capital Stock, its Subsidiaries);

(vii) customary restrictions imposed on the transfer of copyrighted or patented materials;

(viii) an agreement governing Indebtedness Incurred to Refinance the Indebtedness issued, assumed or Incurred pursuant to an agreement referred to in clause (iii) or (v) of this Section 3.15(b); *provided*, that such Refinancing agreement is not materially more restrictive with respect to such encumbrances or restrictions than those contained in the agreement referred to in such clause (iii) or (v) as determined in good faith by the Issuer's senior management;

(ix) Liens permitted to be Incurred pursuant to the provisions of the covenant described under Section 3.17 that limit the right of any person to transfer the assets subject to such Liens;

(x) Purchase Money Indebtedness for property acquired in the ordinary course of business and Capitalized Lease Obligations that impose restrictions of the nature discussed in clause (iii) of Section 3.15(a) above on the property so acquired;

(xi) restrictions on cash or other deposits imposed by customers under contracts or other arrangements entered into or agreed to in the ordinary course of business not materially more restrictive than those existing on the Issue Date as determined in good faith by the Issuer's senior management;

(xii) customary provisions in joint venture agreements relating to dividends or other distributions in respect of such joint venture or the securities, assets or revenues of such joint venture;

(xiii) restrictions in Indebtedness Incurred by a Restricted Subsidiary in compliance with the covenant described under Section 3.9; *provided*, that (A) such restrictions are not materially more restrictive with respect to such encumbrances and restrictions than those such Restricted Subsidiary was subject to in agreements related to obligations referenced in clause (iii) above as determined in good faith by the Issuer's senior management or (B) such Incurrence will not materially impair the Issuer's ability to make payments under the Notes when due as determined in good faith by the Issuer's senior management; and

(xiv) net worth provisions in leases entered into by the Issuer or any Restricted Subsidiary in the ordinary course of business not materially more restrictive than those existing on the Issue Date as determined in good faith by the Issuer's senior management.

Section 3.16 Limitation on Layered Indebtedness. The Issuer shall not, and shall not permit any Note Guarantor to, directly or indirectly, Incur any Indebtedness that is subordinate in right of payment to any other Indebtedness, unless such Indebtedness is expressly subordinate in right of payment to the Notes or, in the case of a Note Guarantor, its Note Guarantee, to the same extent, on the same terms and for so long (except as a result of the provisions of the Intercreditor Agreement applicable to 2017 Facilities Agreement Indebtedness and any refinancing thereof) as such Indebtedness is subordinate to such other Indebtedness.

Section 3.17 Limitation on Liens. The Issuer shall not, and shall not cause or permit any of its Restricted Subsidiaries to, directly or indirectly, incur, grant, assume or suffer to exist any Liens of any kind (except for Permitted Liens) (a) against or upon any of their respective properties or assets, whether owned on the Issue Date or acquired after the Issue Date, or any proceeds therefrom, to secure any Indebtedness or trade payables or (b) deemed to exist in respect of Capitalized Lease Obligations (including any Capitalized Lease Obligations in respect of Sale and Leaseback Transactions), in each case, unless contemporaneously therewith effective provision is made:

(i) in the case of the Issuer or any Restricted Subsidiary that is not a Note Guarantor, to secure the Notes and all other amounts due under this Indenture; and

(ii) in the case of a Note Guarantor, to secure such Note Guarantor's Note Guarantee of the Notes and all other amounts due under this Indenture, in each case, equally and ratably with such Indebtedness or other obligation (or, in the event that such Indebtedness is subordinated in right of payment to the Notes or such Note Guarantee, as the case may be, prior to such Indebtedness or other obligation) with a Lien on the same properties and assets securing such Indebtedness or other obligation for so long as such Indebtedness or other obligation is secured by such Lien.

Section 3.18 Limitation on Transactions with Affiliates.

(a) The Issuer shall not, and shall not permit any of its Restricted Subsidiaries to, directly or indirectly, enter into any transaction or series of related transactions (including, without limitation, the purchase, sale, lease or exchange of any property or the rendering of any service) with, or for the benefit of, any Affiliate of the Issuer (each an "Affiliate Transaction"), unless the terms of such Affiliate Transaction are no less favorable than those that could reasonably be expected to be obtained in a comparable transaction at such time on an arm's-length basis from a Person that is not an Affiliate of the Issuer;

(b) The provisions of Section 3.18(a) above shall not apply to:

(i) Affiliate Transactions with or among the Issuer and any Restricted Subsidiary or between or among Restricted Subsidiaries;

(ii) reasonable fees and compensation paid to, and any indemnity provided on behalf of, officers, directors, employees, consultants or agents of the Issuer or any Restricted Subsidiary as determined in good faith by the Issuer's Board of Directors or, to the extent consistent with past practice, senior management;

(iii) Affiliate Transactions undertaken pursuant to any contractual obligations or rights in existence on the Issue Date (as in effect on the Issue Date with modifications, extensions and replacements thereof not materially adverse to the Issuer and its Restricted Subsidiaries) as determined in good faith by the Issuer's senior management;

(iv) any Restricted Payments in compliance with Section 3.11;

(v) payments and issuances of Qualified Capital Stock to any officers, directors and employees of the Issuer or any Restricted Subsidiary pursuant to any management equity plan or stock option plan or any other stock subscription or shareholder agreement, and any employment agreements, stock option plans or other compensatory arrangements (and any successor plans thereto) and any supplemental executive retirement benefit plans or arrangements with any such officers, directors or employees that are, in each case, approved in good faith by the Board of Directors or, to the extent consistent with past practice, senior management of the Issuer;

(vi) loans and advances to officers, directors and employees of the Issuer or any Restricted Subsidiary for travel, entertainment, moving and other relocation expenses, in each case made in the ordinary course of business in amounts consistent with the past practice of the Issuer or such Restricted Subsidiary; and

(vii) loans made by the Issuer or any Restricted Subsidiary to employees or directors in an aggregate amount not to exceed U.S.$15.0 million (or its equivalent in another currency) at any time outstanding.

Section 3.19 Conduct of Business. The Issuer and its Restricted Subsidiaries shall not engage in any business other than a Permitted Business.

Section 3.20 Reports to Holders.

(a) Notwithstanding that the Issuer may not be subject to the reporting requirements of Section 13 or 15(d) of the Exchange Act, so long as any Notes remain outstanding, the Issuer shall:

(i) provide the Trustee and the Holders with:

(A) annual reports on Form 20-F (or any successor form) containing the information required to be contained therein (or such successor form) within the time period required under the rules of the Commission for the filing of Form 20-F (or any successor form) by “foreign private issuers” (as defined in Rule 3b-4 of the Exchange Act (or any successor rule));

(B) reports on Form 6-K (or any successor form) including, whether or not required, unaudited quarterly financial statements (which shall include at least a balance sheet, income statement and cash flow statement) including a discussion of financial condition and results of operations of the Issuer in accordance with past practice, within 45 days after the end of each of the first three fiscal quarters of each fiscal year;

(C) such other reports on Form 6-K (or any successor form) promptly from time to time after the occurrence of an event that would be required to be reported on a Form 6-K (or any successor form); and

(ii) file with the Commission, to the extent permitted, the information, documents and reports referred to in clause (i) within the periods specified for such filings under the Exchange Act (whether or not applicable to the Issuer).

(b) In addition, at any time when the Issuer is not subject to or is not current in its reporting obligations under clause (ii) of Section 3.20(a), the Issuer shall make available, upon request, to any Holder and any prospective purchaser of Notes the information required pursuant to Rule 144A(d)(4) under the Securities Act.

(c) Notwithstanding anything in this Indenture to the contrary, the Issuer shall not be deemed to have failed to comply with any of its obligations hereunder for purposes of clause (iv) of Section 6.1(a) or for any other purpose hereunder until 75 days after the date any report hereunder is due.

(d) Delivery of such reports, information and documents to the Trustee is for informational purposes only and the Trustee's receipt of such reports shall not constitute actual or constructive notice of any information contained therein or determinable from information contained therein, including the Issuer's compliance with any of its covenants hereunder (as to which the Trustee is entitled to rely exclusively on Officer's Certificates).

Section 3.21 Payment of Additional Amounts.

(a) All payments made by the Issuer or the Note Guarantors under, or with respect to, the Notes shall be made free and clear of, and without withholding or deduction for or on account of any present or future tax, duty, levy, impost, assessment or other governmental charge (including penalties, interest and other liabilities related thereto) (collectively, "Taxes") imposed or levied by or on behalf of the United States, Mexico, Spain, the Netherlands, France, the United Kingdom, Switzerland or, in the event that the Issuer appoints additional paying agents, by the jurisdictions of such additional paying agents (a "Taxing Jurisdiction"), unless the Issuer or such Note Guarantor, as the case may be, is required to withhold or deduct Taxes by law or by the official interpretation or administration thereof.

(b) If the Issuer or any Note Guarantor is so required to withhold or deduct any amount for, or on account of, such Taxes from any payment made under or with respect to the Notes, the Issuer or such Note Guarantor, as the case may be, shall pay such additional amounts ("Additional Amounts") as may be necessary so that the net amount received by each Holder (including Additional Amounts) after such withholding or deduction shall not be less than the amount such Holder would have received if such Taxes had not been required to be withheld or deducted; *provided*, *however*, that the foregoing obligation to pay Additional Amounts does not apply to:

(i) any Taxes imposed solely because at any time there is or was a connection between the Holder and a Taxing Jurisdiction (other than the mere purchase of the Notes, or receipt of a payment or the ownership or holding of the Notes),

(ii) any estate, inheritance, gift, sales, transfer, personal property or similar Tax imposed with respect to the Notes,

(iii) any Taxes imposed solely because the Holder or any other person fails to comply with any certification, identification or other reporting requirement concerning the nationality, residence, identity or connection with a Taxing Jurisdiction of the Holder or any beneficial owner of the Note, if compliance is required by the applicable law of the Taxing Jurisdiction as a precondition to exemption from, or reduction in the rate of, the tax, assessment or other governmental charge, and the Issuer has given the Holders at least 30 days' notice that Holders shall be required to provide such information and identification,

(iv) any Taxes payable otherwise than by deduction or withholding from payments on the Notes,

(v) [Reserved],

(vi) any Taxes that would have been avoided by presenting for payment (where presentation is required) the relevant Note to another Paying Agent,

(vii) any Taxes with respect to such Note presented for payment more than 30 days after the date on which the payment became due and payable or the date on which payment thereof is duly provided for and notice thereof given to Holders, whichever occurs later, except to the extent that the Holders of such Note would have been entitled to such Additional Amounts on presenting such Note for payment on any date during such 30 day period, or

(viii) any payment on the Note to a Holder that is a fiduciary or partnership or a person other than the sole beneficial owner of any such payment, to the extent that a beneficiary or settlor with respect to such fiduciary, a member of such a partnership or the beneficial owner of the payment would not have been entitled to the Additional Amounts had the beneficiary, settlor, member or beneficial owner been the Holder of the Note.

(c) The obligations in Section 3.21(a) and Section 3.21(b) shall survive any termination or discharge of this Indenture and shall apply mutatis mutandis to any Taxing Jurisdiction with respect to any successor to the Issuer or any Note Guarantor, as the case may be. The Issuer or such Note Guarantor, as applicable, shall (i) make such withholding or deduction and (ii) remit the full amount deducted or withheld to the relevant Taxing Jurisdiction in accordance with applicable law. The Issuer or such Note Guarantor, as applicable, shall use all reasonable efforts to obtain certified copies of tax receipts evidencing the payment of any Taxes so deducted or withheld from each Taxing Jurisdiction imposing such Taxes and shall furnish such certified copies to the Trustee within 30 days after the date the payment of any Taxes so deducted or so withheld is due pursuant to applicable law or, if such tax receipts are not reasonably available to the Issuer or such Note Guarantor, as applicable, furnish such other documentation that provides reasonable evidence of such payment by the Issuer or such Note Guarantor, as applicable.

(d) The exception to the Issuer's obligations to pay Additional Amounts pursuant to clause (iii) of Section 3.21(c)will not apply if (i) the provision of information, documentation or other evidence described in such clause would be materially more onerous, in form, in procedure or in the substance of information disclosed, to a Holder or beneficial owner of a Note than comparable information or other reporting requirements imposed under U.S. tax law, regulation (including proposed regulations) and administrative practice, or (ii) Article 166, Section II, paragraph a), of the Mexican Income Tax Law (*Ley del Impuesto Sobre la Renta*) (or a substitute or equivalent provision) is in effect, unless (A) the provision of the information, documentation or other evidence described in clause (iii) of Section 3.21(b) is expressly required by the applicable Mexican laws and regulations in order to apply Article 166, Section II, paragraph a), of the Mexican Income Tax Law (or substitute or equivalent provision), (B) the Issuer or any Note Guarantor cannot obtain the information, documentation or other evidence necessary to comply with the applicable Mexican laws and regulations on its own through reasonable diligence and (C) the Issuer or any Note Guarantor would not otherwise meet the requirements for application of the applicable Mexican laws and regulations.

(e) Clause (iii) of Section 3.21(c)does not require, and shall not be construed to require, that any holder, including any non-Mexican pension fund, retirement fund, tax- exempt organization or financial institution, register with the Mexican Tax Management Service (*Servicio de Administración Tributaria*) or the Mexican Ministry of Finance and Public Credit (*Secretaría de Hacienda y Crédito Público*) to establish eligibility for an exemption from, or a reduction of, Mexican withholding taxes.

(f) Any reference in this Indenture, any supplemental indenture or the Notes to principal, premium, interest or any other amount payable in respect of the Notes by the Issuer shall be deemed also to refer to any Additional Amount that may be payable with respect to that amount under the obligations referred to in this subsection. Payment of any Additional Amounts with respect to interest shall be considered as an interest payment under, or with respect to, the Notes.

(g) In the event that Additional Amounts actually paid with respect to the Notes pursuant to this Section 3.21 are based on rates of deduction or withholding of withholding taxes in excess of the appropriate rate applicable to the Holder of such Notes, and as a result thereof such Holder is entitled to make a claim for a refund or credit of such excess from the authority imposing such withholding tax, then such Holder shall, by accepting such Notes, and without any further action, be deemed to have assigned and transferred all right, title and interest to any such claim for a refund or credit of such excess to the Issuer. However, by making such assignment, the Holder makes no representation or warranty that the Issuer shall be entitled to receive such claim for a refund or credit and incurs no other obligation with respect thereto.

Section 3.22 Suspension of Covenants.

(a) During any period of time that the Notes do not have Investment Grade Ratings from two of the Rating Agencies and (i) the Consolidated Leverage Ratio of the Issuer is less than 3.5:1 and (ii) no Default or Event of Default has occurred and is continuing (the occurrence of the events described in the foregoing clauses (i) and (ii) being collectively referred to as a "Partial Covenant Suspension Event"), the Issuer and its Restricted Subsidiaries shall not be subject to the provisions of this Indenture described under Sections 3.12, 3.14(b), 3.15, 3.18, 3.19, and 4.1(a)(ii) (collectively, the "Partial Suspended Covenants").

(b) During any period of time that (i) the Notes have Investment Grade Ratings from two of the Rating Agencies and (ii) no Default or Event of Default has occurred and is continuing (the occurrence of the events described in the foregoing clauses (i) and (ii) being collectively referred to as a "Covenant Suspension Event"), the Issuer and its Restricted Subsidiaries shall not be subject to the provisions of this Indenture described under Sections 3.9, 3.11, 3.12, 3.14(b), 3.15, 3.16, 3.18, 3.19, and 4.1(a)(ii) (collectively, the "Suspended Covenants").

(c) In addition, (x) no Subsidiary that is a Restricted Subsidiary on the date of the occurrence of a Partial Covenant Suspension Event (the "Partial Covenant Suspension Date") or a Covenant Suspension Event (the "Suspension Date") may be redesignated as an Unrestricted Subsidiary during the Partial Suspension Period or the Suspension Period, as applicable and (y) the Additional Note Guarantor shall be released from its obligation to guarantee the Notes on the date of a Partial Covenant Suspension Event or a Covenant Suspension Event, as the case may be.

(d) The Additional Note Guarantor shall be released from its obligation to guarantee the Notes upon the occurrence of a Partial Covenant Suspension Event or a Covenant Suspension Event; *provided*, that upon the occurrence of a Partial Covenant Reversion Date or a Reversion Date, as applicable, the guarantee of the Notes by the Additional Note Guarantor shall be reinstated in accordance with and subject to the conditions in Section 3.22(e).

(e) In the event that the Issuer and its Restricted Subsidiaries are not subject to the Partial Suspended Covenants or the Suspended Covenants, as the case may be, for any period of time as a result of the foregoing, and on any subsequent date (in the case of Partial Suspended Covenants, such subsequent date being the "Partial Covenant Reversion Date" and, in the case of Suspended Covenants, such subsequent date being the "Reversion Date") (i) the Consolidated Leverage Ratio of the Issuer is not less than 3.5:1 during the applicable Partial Suspension Period or (ii) the Notes do not have Investment Grade Ratings from at least two of the Rating Agencies during the applicable Suspension Period, then in each case in clauses (i) and (ii), the Issuer and its Restricted Subsidiaries will thereafter again be subject to the Partial Suspended Covenants or the Suspended Covenants, as applicable, and the Notes will again be guaranteed by the Additional Note Guarantor (unless, solely with respect to the Additional Note Guarantor, the conditions for release as described under Section 10.2 are otherwise satisfied during the Partial Suspension Period or the Suspension Period, as applicable). The Issuer shall cause the Additional Note Guarantor to promptly execute and deliver to the Trustee a supplemental indenture hereto in form and substance reasonably satisfactory to the Trustee in accordance with the provisions of Article IX, evidencing that the Additional Note Guarantor's guarantee on substantially the terms set forth in Article X. The period of time between the Partial Covenant Suspension Date and the Partial Covenant Reversion Date is referred to as the "Partial Suspension Period" and the period of time between the Suspension Date and the Reversion Date is referred to as the "Suspension Period." Notwithstanding that the Partial Suspended Covenants, the Suspended Covenants and the guarantees by the Additional Note Guarantor may be reinstated, no Default or Event of Default will be deemed to have occurred as a result of a failure to comply with the Partial Suspended Covenants during the Partial Suspension Period or the Suspended Covenants during the Suspension Period, as the case may be (or upon termination of the applicable Partial Suspension Period or the Suspension Period or after that time based solely on events that occurred during the applicable Partial Suspension Period or the Suspension Period, as the case may be).

(f) On the Reversion Date, all Indebtedness Incurred during the Suspension Period shall be deemed to have been outstanding on the Issue Date, so that it is classified as permitted under clause (iii) of Section 3.9(b). Calculations made after the Reversion Date of the amount available to be made as Restricted Payments under Section 3.11 shall be made as though Section 3.11 had been in effect prior to, but not during, the Suspension Period. The Issuer will give the Trustee written notice of any occurrence of a Reversion Date not later than five (5) Business Days after such Reversion Date. After any such notice of the occurrence of a Reversion Date, the Trustee shall assume the Suspended Covenants apply and are in full force and effect. Accordingly, Restricted Payments made during the Suspension Period will not reduce the amount available to be made as Restricted Payments under Section 3.11(a).

(g) The Issuer will give the Trustee written notice of any Partial Covenant Suspension Event or any Covenant Suspension Event and in any case no later than five (5) Business Days after such Partial Covenant Suspension Event or Covenant Suspension Event has occurred. In the absence of such notice, the Trustee shall assume that the Partial Suspended Covenants or the Suspended Covenants, as applicable, apply and are in full force and effect.

ARTICLE IV
SUCCESSOR ISSUER

Section 4.1 Merger, Consolidation and Sale of Assets.

(a) The Issuer shall not, in a single transaction or series of related transactions, consolidate or merge with or into any Person (whether or not the Issuer is the surviving or continuing Person), or sell, assign, transfer, lease, convey or otherwise dispose of all or substantially all of the Issuer's properties and assets (determined on a consolidated basis for the Issuer and its Restricted Subsidiaries), to any Person unless:

(i) either:

(A) the Issuer shall be the surviving or continuing corporation, or

(B) the Person (if other than the Issuer) formed by such consolidation or into which the Issuer is merged or the Person which acquires by sale, assignment, transfer, lease, conveyance or other disposition the properties and assets of the Issuer (determined on a consolidated basis for the Issuer and its Restricted Subsidiaries) substantially as an entirety (the "Successor Issuer"):

(1) shall be a Person organized and validly existing under the laws of Mexico, the United States of America, any State thereof or the District of Columbia, Canada, France, Belgium, Germany, Italy, Luxembourg, the Netherlands, Portugal, Spain, Switzerland or the United Kingdom, or any political subdivision thereof (the "Permitted Merger Jurisdictions"); and

(2) shall expressly assume, by a supplemental indenture (in form and substance satisfactory to the Trustee), executed and delivered to the Trustee, the due and punctual payment of the principal of, and premium, if any, and interest on all of the Notes and the performance and observance of every covenant of the Notes and this Indenture on the part of the Issuer to be performed or observed and provide the Trustee with an Officer's Certificate and Opinion of Counsel, and such transaction is otherwise in compliance with this Indenture;

(ii) immediately after giving effect to such transaction and the assumption contemplated by clause (i)(B)(2) of this Section 4.1(a) (including giving effect on a pro forma basis to any Indebtedness, including any Acquired Indebtedness, Incurred or anticipated to be Incurred or discharged in connection with or in respect of such transaction), the Issuer or such Successor Issuer, as the case may be:

(A) shall have a Consolidated Fixed Charge Coverage Ratio that shall be not less than the Consolidated Fixed Charge Coverage Ratio of the Issuer immediately prior to such transaction; or

(B) shall be able to Incur at least U.S.$1.00 of additional Indebtedness pursuant to Section 3.9(a);

(iii) immediately before and immediately after giving effect to such transaction and the assumption contemplated by clause (i)(B)(2) of this Section 4.1(a) (including, without limitation, giving effect on a pro forma basis to any Indebtedness, including any Acquired Indebtedness, Incurred or anticipated to be Incurred or discharged and any Lien granted in connection with or in respect of the transaction), no Default or Event of Default shall have occurred or be continuing;

(iv) in the case of a transaction resulting in a Successor Issuer, each Note Guarantor has confirmed by supplemental indenture that its Note Guarantee shall apply for Obligations of the Successor Issuer in respect of this Indenture and the Notes; and

(v) if the Issuer merges with a Person, or the Successor Issuer is, organized under the laws of any of the Permitted Merger Jurisdictions, the Issuer or the Successor Issuer shall have delivered to the Trustee an Opinion of Counsel stating that, as applicable:

(A) the Holders of the Notes shall not recognize income, gain or loss for the purposes of the income tax laws of the United States or the applicable Permitted Merger Jurisdiction as a result of the transaction and shall be taxed in the Holder's home jurisdiction in the same manner and on the same amounts (assuming solely for this purpose that no Additional Amounts are required to be paid on the Notes) and at the same times as would have been the case if the transaction had not occurred;

(B) any payment of interest or principal under or relating to the Notes or any Guarantees shall be paid in compliance with any requirements under Section 3.21; and

(C) no other taxes on income, including capital gains, shall be payable by Holders of the Notes under the laws of the United States or the applicable Permitted Merger Jurisdiction relating to the acquisition, ownership or disposition of the Notes, including the receipt of interest or principal thereon; *provided*, that the Holder does not use or hold, and is not deemed to use or hold the Notes in carrying on a business in the United States or the applicable Permitted Merger Jurisdiction.

The provisions of clauses (ii) and (iii) of this Section 4.1(a) will not apply to:

(x) any transfer of the properties or assets of a Restricted Subsidiary to the Issuer;

(y) any merger of a Restricted Subsidiary into the Issuer; or

(z) any merger of the Issuer into a Note Guarantor or a Wholly Owned Subsidiary of the Issuer.

For purposes of this Section 4.1, the transfer (by lease, assignment, sale or otherwise, in a single transaction or series of transactions) of all or substantially all of the properties or assets of one or more Restricted Subsidiaries of the Issuer, the Capital Stock of which constitutes all or substantially all of the properties and assets of the Issuer (determined on a consolidated basis for the Issuer and its Restricted Subsidiaries), shall be deemed to be the transfer of all or substantially all of the properties and assets of the Issuer.

The Successor Issuer will succeed to, and be substituted for, the Issuer under this Indenture and the Notes, as applicable. For the avoidance of doubt, compliance with this Section 4.1 will not affect the obligations of the Issuer (including a Successor Issuer, if applicable) under Section 3.8 if applicable.

(b) Each Note Guarantor shall not, and the Issuer shall not cause or permit any such Note Guarantor to, consolidate with or merge into, or sell or dispose of all or substantially all of its assets to, any Person (other than the Issuer) that is not a Note Guarantor unless:

(i) such Person (if such Person is the surviving entity) (the "Successor Note Guarantor") assumes all of the obligations of such Note Guarantor in respect of its Note Guarantee by executing a supplemental indenture and providing the Trustee with an Officer's Certificate and Opinion of Counsel, and such transaction is otherwise in compliance with this Indenture;

(ii) such Note Guarantee is to be released as provided under Section 10.2(b); or

(iii) such sale or other disposition of substantially all of such Note Guarantor's assets is made in accordance with Section 3.12.

Subject to certain limitations described in this Indenture, the Successor Note Guarantor will succeed to, and be substituted for, such Note Guarantor under this Indenture and such Note Guarantor's Note Guarantee. The provisions of clauses (i), (ii) and (iii) of this Section 4.1(b) will not apply to:

(x) any transfer of the properties or assets of a Note Guarantor to the Issuer or another Note Guarantor;

(y) any merger of a Note Guarantor into the Issuer or another Note Guarantor; or

(z) any merger of a Note Guarantor into a Wholly Owned Subsidiary of the Issuer.

ARTICLE V
OPTIONAL REDEMPTION OF NOTES

Section 5.1 Optional Redemption. The Issuer may redeem the Notes, at its option, in whole at any time or in part from time to time, subject to the satisfaction of one or more conditions precedent and at the redemption prices specified in the Form of Note in Exhibit A hereto.

Section 5.2 [Reserved].

Section 5.3 Notices to Trustee. If the Issuer elects to redeem the Notes pursuant to the optional redemption provisions of Section 5.1 hereof, it shall furnish to the Trustee, at least 10 days but not more than 60 days before the Redemption Date, an Officer's Certificate setting forth: (a) the Redemption Date, (b) the principal amount of Notes to be redeemed, (c) the CUSIP number of the Notes, (d) the redemption price and (e) the amount of interest to be paid with respect to each multiple of U.S.$1,000 principal amount of Notes to be redeemed.

Section 5.4 Notice of Redemption.

(a) The Issuer shall prepare and deliver electronically in the case of global notes or mail or cause to be mailed a notice of redemption, in the manner provided for in Section 12.1, not less than 10 nor more than 60 days prior to the Redemption Date, to each Holder of Notes to be redeemed.

(b) All notices of redemption shall state:

(i) the Redemption Date,

(ii) the redemption price and the amount of any accrued interest payable as provided in Section 5.8,

(iii) whether or not the Issuer is redeeming all Outstanding Notes,

(iv) if the Issuer is not redeeming all Outstanding Notes, the aggregate principal amount of Notes that the Issuer is redeeming and the aggregate principal amount of Notes that will be Outstanding after the partial redemption, as well as the identification of the particular Notes, or portions of the particular Notes, that the Issuer is redeeming,

(v) if the Issuer is redeeming only part of a Note, the notice that relates to that Note shall state that on and after the Redemption Date, upon surrender of that Note, the Holder will receive, without charge, a new Note or Notes of authorized denominations for the principal amount of the Note remaining unredeemed,

(vi) that on the Redemption Date the redemption price and any accrued interest payable to the Redemption Date as provided in Section 5.8 will become due and payable in respect of each Note, or the portion of each Note, to be redeemed, and, unless the Issuer defaults in making the redemption payment, that interest on each Note, or the portion of each Note, to be redeemed, will cease to accrue on and after the Redemption Date,

(vii) the place or places where a Holder must surrender Notes for payment of the redemption price and any accrued interest payable on the Redemption Date, and

(viii) the CUSIP number, if any, listed in the notice or printed on the Notes, and that no representation is made as to the accuracy or correctness of such CUSIP number.

(c) In addition, if such redemption, purchase or notice is subject to satisfaction of one or more conditions precedent, as permitted by Section 5.1, such notice shall describe each such condition, and if applicable, shall state that, in the Issuer's discretion, the Redemption Date may be delayed until such time as any or all such conditions shall be satisfied, or such redemption or purchase may not occur and such notice may be rescinded in the event that any or all such conditions shall not have been satisfied by the Redemption Date, or by the Redemption Date as so delayed.

(d) At the Issuer's request, the Trustee shall give the notice of redemption in the Issuer's names and at its expense; *provided*, *however*, that the Issuer shall have delivered to the Trustee, at least 45 days prior to the Redemption Date, an Officer's Certificate requesting that the Trustee give such notice and setting forth the information to be stated in such notice as provided in the preceding Section 5.4(b).

Section 5.5 Selection of Notes to Be Redeemed in Part.

(a) If the Issuer is not redeeming all Outstanding Notes, the Trustee shall select the Notes to be redeemed in compliance with the requirements of the principal national securities exchange, if any, on which the Notes are listed or, if the Notes are not then listed on a national securities exchange, on a pro rata basis, by lot or by any other method in accordance with the applicable provisions of DTC or at the discretion of the Issuer; *provided*, *however*, that if a partial redemption is made with the proceeds of an Equity Offering, selection of the Notes, or portions of the Notes, for redemption shall be made by the Trustee only on a pro rata basis, or on as nearly a pro rata basis as is practicable (subject to the procedures of DTC), unless the method is otherwise prohibited. The Trustee shall make the selection from the then Outstanding Notes not previously called for redemption. The Trustee shall promptly notify the Issuer in writing of the Notes selected for redemption and, in the case of any Notes selected for partial redemption, the principal amount of the Notes to be redeemed. In the event of a partial redemption by lot, the Trustee shall select the particular Notes to be redeemed not less than 10 nor more than 60 days prior to the relevant Redemption Date from the then Outstanding Notes not previously called-for redemption. No Notes of U.S.$200,000 principal amount or less shall be redeemed in part. The Trustee may select for redemption portions with minimum denominations of U.S.$200,000 and in integral multiples of U.S.$1,000 in excess thereof.

(b) For all purposes of this Indenture, unless the context otherwise requires, all provisions relating to redemption of Notes shall relate, in the case of any Note redeemed or to be redeemed only in part, to the portion of the principal amount of that Note which has been or is to be redeemed.

Section 5.6 Effect of Notice of Redemption. Once a notice of redemption is sent in accordance with Section 5.3 hereof, Notes called for redemption become irrevocably due and payable on the Redemption Date at the redemption price (assuming the satisfaction of any conditions precedent).

Section 5.7 Deposit of Redemption Price. On or prior to 10:00 a.m. New York City time, on the Business Day prior to the Redemption Date, the Issuer shall deposit with the Trustee or with a Paying Agent (or, if the Issuer or a Note Guarantor is acting as the Paying Agent, segregate and hold in trust as provided in Section 2.4) an amount of money in immediately available funds sufficient to pay the redemption price of, and accrued interest on, all the Notes that the Issuer is redeeming on that date.

Section 5.8 Notes Payable on Redemption Date. If the Issuer, or the Trustee on behalf of the Issuer, gives notice of redemption in accordance with this Article V, the Notes, or the portions of Notes, called-for redemption, shall, on the Redemption Date, become due and payable at the redemption price specified in the notice (together with accrued interest, if any, to the Redemption Date), and from and after the Redemption Date (unless the Issuer shall default in the payment of the redemption price and accrued interest) the Notes or the portions of Notes shall cease to bear interest. Upon surrender of any Note for redemption in accordance with the notice, the Issuer shall pay the Notes at the redemption price, together with accrued interest, if any, to the Redemption Date (subject to the rights of Holders of record on the relevant record date to receive interest due on the relevant Interest Payment Date). If the Issuer shall fail to pay any Note called-for redemption upon its surrender for redemption, the principal shall, until paid, bear interest from the Redemption Date at the rate borne by the Notes.

Section 5.9 Unredeemed Portions of Partially Redeemed Note. Upon surrender of a Note that is to be redeemed in part, the Issuer shall execute, and the Trustee shall authenticate and make available for delivery to the Holder of the Note, at the expense of the Issuer, a new Note or Notes, of any authorized denomination as requested by the Holder, in an aggregate principal amount equal to, and in exchange for, the unredeemed portion of the principal of the Note surrendered, *provided*, that each new Note will be in a principal amount of U.S.$200,000 and in integral multiples of U.S.$1,000 in excess thereof.

ARTICLE VI
DEFAULTS AND REMEDIES

Section 6.1 Events of Default.

(a) Each of the following is an “Event of Default”:

(i) default in the payment when due of the principal of or premium, if any, on any Notes, including the failure to make a required payment to purchase Notes tendered pursuant to an optional redemption, a Change of Control Offer or an Asset Sale Offer;

(ii) default for 30 days or more in the payment when due of interest or Additional Amounts on any Notes;

(iii) the failure to perform or comply with any of the provisions described under Article IV;

(iv) the failure by the Issuer or any Restricted Subsidiary to comply with, or in the case of Restricted Subsidiaries that are not Note Guarantors, to perform according to, any other covenant or agreement contained in this Indenture or in the Notes for 45 days or more after written notice to the Issuer from the Trustee or the Holders of at least 25% in aggregate principal amount of the then Outstanding Notes;

(v) default by the Issuer or any Restricted Subsidiary under any Indebtedness which:

(A) is caused by a failure to pay principal of, or premium, if any, when due or interest on such Indebtedness prior to the later of the expiration of any applicable grace period provided in such Indebtedness on the date of such default or five (5) days past when due; or

(B) results in the acceleration of such Indebtedness prior to its stated maturity;

and the principal or accreted amount of Indebtedness covered by clauses (v)(A) or (v)(B) of this (a) at the relevant time, aggregates U.S.$50.0 million or more;

(vi) failure by the Issuer or any of its Restricted Subsidiaries to pay one or more final judgments against any of them, aggregating U.S.$100.0 million or more, which judgment(s) are not paid, discharged or stayed for a period of 60 days or more;

(vii) a Bankruptcy Event of Default; or

(viii) except as permitted herein, any Note Guarantee is held to be unenforceable or invalid in a judicial proceeding or ceases for any reason to be in full force and effect or any Note Guarantor, or any Person acting on behalf of any Note Guarantor, denies or disaffirms such Note Guarantor’s obligations under its Note Guarantee.

The foregoing will constitute Events of Default whatever the reason for any such Event of Default and whether it is voluntary or involuntary or is effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body.

(b) The Issuer shall deliver within 30 days to the Trustee written notice of any event which would constitute a Default or Event of Default, their status and what action the Issuer is taking or proposes to take in respect thereof.

Section 6.2 Acceleration.

(a) If an Event of Default (other than an Event of Default specified in clause (vii) of Section 6.1(a) above with respect to the Issuer) shall occur and be continuing, the Trustee or the Holders of at least 25% in principal amount of then Outstanding Notes may declare the unpaid principal of (and premium, if any) and accrued and unpaid interest on all the Notes to be immediately due and payable by notice in writing to the Issuer and the Trustee specifying the Event of Default and that it is a "notice of acceleration." If an Event of Default specified in clause (vii) of Section 6.1(a) above occurs with respect to the Issuer, then the unpaid principal of (and premium, if any) and accrued and unpaid interest on all the Notes will become immediately due and payable without any declaration or other act on the part of the Trustee or any Holder.

(b) At any time after a declaration of acceleration with respect to the Notes as described in the preceding paragraph, the Holders of a majority in principal amount of the Notes may rescind and cancel such declaration and its consequences:

(i) if the rescission would not conflict with any judgment or decree;

(ii) if all existing Events of Default have been cured or waived, except nonpayment of principal or interest that has become due solely because of the acceleration;

(iii) to the extent the payment of such interest is lawful, interest on overdue installments of interest and overdue principal, which has become due otherwise than by such declaration of acceleration, has been paid; and

(iv) if the Issuer has paid the Trustee its reasonable compensation and reimbursed the Trustee for its reasonable expenses, disbursements and advances.

(c) The Trustee is not to be charged with knowledge of any Default or Event of Default or knowledge of any cure of any Default or Event of Default unless written notice of such Default or Event of Default has been given to an authorized officer of the Trustee with direct responsibility for the administration of this Indenture by the Issuer or any Holder.

Section 6.3 Other Remedies.

(a) If an Event of Default occurs and is continuing, the Trustee may pursue any available remedy to collect the payment of principal of and interest on the Notes or to enforce the performance of any provision of the Notes or this Indenture.

(b) The Trustee may maintain a proceeding even if it does not possess any of the Notes or does not produce any of them in the proceeding. A delay or omission by the Trustee or any Holder in exercising any right or remedy accruing upon an Event of Default shall not impair the right or remedy or constitute a waiver of or acquiescence in the Event of Default. No remedy is exclusive of any other remedy. All available remedies are cumulative to the extent permitted by law.

Section 6.4 Waiver of Past Defaults. Subject to Section 6.2, the Holders of a majority in principal amount of the then Outstanding Notes may waive any existing Default or Event of Default, and its consequences, except a default in the payment of the principal of, premium, if any, or interest on any Notes.

Section 6.5 Control by Majority. The Holders of a majority in principal amount of the then Outstanding Notes may direct the time, method and place of conducting any proceeding for any remedy available to the Trustee or of exercising any trust or power conferred on the Trustee. Subject to Section 7.1 and Section 7.2, however, the Trustee may refuse to follow any direction that conflicts with law or this Indenture; *provided*, *however*, that the Trustee may take any other action deemed proper by the Trustee that is not inconsistent with such direction.

Section 6.6 Limitation on Suits.

(a) No Holder of any Notes shall have any right to institute any proceeding with respect hereto or for any remedy hereunder, unless:

(i) such Holder gives to the Trustee written notice of a continuing Event of Default;

(ii) Holders of at least 25% in principal amount of the then Outstanding Notes make a written request to pursue the remedy;

(iii) such Holders of the Notes provide to the Trustee indemnity satisfactory to it;

(iv) the Trustee does not comply within 60 days; and

(v) during such 60-day period the Holders of a majority in principal amount of the then Outstanding Notes do not give the Trustee a written direction which, in the opinion of the Trustee, is inconsistent with the request;

provided, that a Holder of a Note may institute suit for enforcement of payment of the principal of and premium, if any, or interest on such Note on or after the respective due dates expressed in such Note.

Section 6.7 Rights of Holders to Receive Payment. Notwithstanding any other provision of this Indenture (including, without limitation, Section 6.6), the right of any Holder to receive payment of principal or interest on the Notes held by such Holder, on or after the respective due dates, Redemption Dates or repurchase date expressed in this Indenture or the Notes, or to bring suit for the enforcement of any such payment on or after such respective dates, shall not be impaired or affected without the consent of such Holder.

Section 6.8 Collection Suit by Trustee. If an Event of Default specified in clause (i) and (ii) of Section 6.1(a) occurs and is continuing, the Trustee may recover judgment in its own name and as trustee of an express trust against the Issuer and each Note Guarantor for the whole amount then due and owing (together with applicable interest on any overdue principal and, to the extent lawful, interest on overdue interest) and the amounts provided for in Section 7.7.

Section 6.9 Trustee May File Proofs of Claim, etc.

(a) The Trustee may (irrespective of whether the principal of the Notes is then due):

(i) file such proofs of claim and other papers or documents as may be necessary or advisable in order to have the claims of the Trustee and the Holders under this Indenture and the Notes allowed in any bankruptcy, insolvency, liquidation or other judicial proceedings relative to the Issuer, any Note Guarantor or any Subsidiary of the Issuer or their respective creditors or properties; and

(ii) collect and receive any monies or other property payable or deliverable in respect of any such claims and distribute them in accordance with this Indenture.

Any receiver, trustee, liquidator, sequestrator (or other similar official) in any such proceeding is hereby authorized by each Holder to make such payments to the Trustee and, in the event that the Trustee shall consent to the making of such payments directly to the Holders, to pay to the Trustee any amount due to it for the reasonable compensation, expenses, taxes, disbursements and advances of the Trustee, its agent and counsel, and any other amounts due to the Trustee pursuant to Section 7.7.

(b) Nothing in this Indenture shall be deemed to authorize the Trustee to authorize or consent to or accept or adopt on behalf of any Holder any plan of reorganization, arrangement, adjustment or composition affecting the Notes or the rights of any Holder thereof, or to authorize the Trustee to vote in respect of the claim of any Holder in any such proceeding.

Section 6.10 Priorities. If the Trustee collects any money or property pursuant to this Article VI, it shall pay out the money or property in the following order:

FIRST: to the Trustee for amounts due under Section 7.7;

SECOND: if the Holders proceed against the Issuer directly without the Trustee in accordance with this Indenture, to Holders for their collection costs;

THIRD: to Holders for amounts due and unpaid on the Notes for principal and interest, ratably, without preference or priority of any kind, according to the amounts due and payable on the Notes for principal and interest, respectively; and

FOURTH: to the Issuer or, to the extent the Trustee collects any amount pursuant to Article X hereof from any Note Guarantor, to such Note Guarantor, or to such party as a court of competent jurisdiction shall direct.

The Trustee may, upon notice to the Issuer, fix a record date and payment date for any payment to Holders pursuant to this Section 6.10.

Section 6.11 Undertaking for Costs. In any suit for the enforcement of any right or remedy under this Indenture or in any suit against the Trustee for any action taken or omitted by it as Trustee, a court in its discretion may require the filing by any party litigant in the suit of an undertaking to pay the costs of the suit, and the court in its discretion may assess reasonable costs, including reasonable attorneys' fees, against any party litigant in the suit, having due regard to the merits and good faith of the claims or defenses made by the party litigant. This Section 6.11 does not apply to a suit by the Trustee, a suit by the Issuer, a suit by a Holder pursuant to Section 6.7 or a suit by Holders of more than 10% in principal amount of Outstanding Notes.

ARTICLE VII
TRUSTEE

Section 7.1 Duties of Trustee.

(a) If a Default or an Event of Default has occurred and is continuing, the Trustee shall exercise the rights and powers vested in it by this Indenture and use the same degree of care and skill in their exercise as a prudent man would exercise or use under the circumstances in the conduct of his own affairs.

(b) Except during the continuance of a Default or an Event of Default:

(i) the Trustee undertakes to perform such duties and only such duties as are specifically set forth in this Indenture and no implied covenants or obligations shall be read into this Indenture against the Trustee; and

(ii) in the absence of bad faith on its part, the Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Trustee and conforming to the requirements of this Indenture. However, in the case of any such certificates or opinions that by any provisions hereof are specifically required to be furnished to the Trustee, the Trustee shall examine such certificates and opinions to determine whether or not they conform to the requirements of this Indenture.

(c) The Trustee may not be relieved from liability for its own negligent action, its own negligent failure to act or its own willful misconduct, except that:

(i) this clause (c) does not limit the effect of clause (b) of this Section 7.1;

(ii) the Trustee shall not be liable for any error of judgment made in good faith by a Trust Officer unless it is proved that the Trustee was negligent in ascertaining the pertinent facts; and

(iii) the Trustee shall not be liable with respect to any action it takes or omits to take in good faith in accordance with a direction received by it pursuant to Section 6.2, 6.4 or 6.5.

(d) The Trustee shall not be liable for interest on any money received by it except as the Trustee may agree in writing with the Issuer.

(e) Money held in trust by the Trustee need not be segregated from other funds except to the extent required by law.

(f) No provision of this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur financial liability in the performance of any of its duties hereunder or in the exercise of any of its rights or powers, if it shall have reasonable grounds to believe that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

(g) Every provision of this Indenture relating to the conduct or affecting the liability of or affording protection to the Trustee shall be subject to the provisions of this Article VII.

(h) Unless otherwise specifically provided in this Indenture, any demand, request, direction or notice from the Issuer shall be sufficient if signed by an Officer of the Issuer.

(i) The Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Indenture at the request or direction of any of the Holders unless such Holders shall have offered to the Trustee reasonable security or indemnity against the costs, expenses (including reasonable attorneys' fees and expenses) and liabilities that might be incurred by it in compliance with such request or direction.

Section 7.2 Rights of Trustee.

Subject to Section 7.1:

(a) The Trustee may rely on any document reasonably believed by it to be genuine and to have been signed or presented by the proper person. The Trustee need not investigate any fact or matter stated in the document.

(b) Before the Trustee acts or refrains from acting at the direction of the Issuer or any Note Guarantor, it may require an Officer's Certificate or an Opinion of Counsel. The Trustee shall not be liable for any action it takes or omits to take in good faith in reliance on an Officer's Certificate or Opinion of Counsel.

(c) The Trustee may act through its attorneys and agents and shall not be responsible for the misconduct or negligence of any agent appointed with due care.

(d) The Trustee shall not be liable for any action it takes or omits to take in good faith which it believes to be authorized or within its rights or powers; *provided*, *however*, that the Trustee's conduct does not constitute willful misconduct or negligence.

(e) The Trustee may consult with counsel of its selection, and the advice or opinion of counsel with respect to legal matters relating to this Indenture and the Notes shall be full and complete authorization and protection from liability in respect to any action taken, omitted or suffered by it hereunder in good faith and in accordance with the advice or opinion of such counsel.

(f) If the Trustee shall determine, it shall be entitled to examine the books, records and premises of the Issuer, personally or by agent or attorney.

(g) The Trustee shall not be deemed to have notice of any Default or Event of Default unless a Trust Officer of the Trustee has received written notice at the Corporate Trust Office of any event which is in fact such a default, and such notice references the Notes and this Indenture.

(h) The rights, privileges, protections, immunities and benefits given to the Trustee, including, without limitation, its right to be indemnified, are extended to, and shall be enforceable by, the Trustee in each of its capacities hereunder, and to each agent, custodian and other Person employed to act hereunder.

(i) The Trustee may request that the Issuer deliver an Officer's Certificate setting forth the names of individuals and/or titles of officers authorized at such time to take specified actions pursuant to this Indenture, which Officer's Certificate may be signed by any Person authorized to sign an Officer's Certificate, including any Person specified as so authorized in any such certificate previously delivered and not superseded.

(j) The permissive rights of the Trustee enumerated herein shall not be construed as duties.

(k) In no event shall the Trustee be liable, directly or indirectly, for any special, indirect, punitive or consequential damages, even if the Trustee has been advised of the possibility of such damages.

(l) The Trustee shall not be responsible or liable for any failure or delay in the performance of its obligations under this Indenture arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including without limitation, acts of God; earthquakes; fires; floods; wars; civil or military disturbances; sabotage; epidemics; riots, interruptions, loss or malfunctions of utilities, computer (hardware or software) or communications service; accidents; labor disputes; acts of civil or military authority or governmental actions; it being understood that the Trustee shall use its best efforts to resume performance as soon as practicable under the circumstances.

(m) The Trustee shall at no time have any responsibility or liability for or in respect to the legality, validity or enforceability of any Collateral or any arrangement or agreement between the Issuer and any other Person with respect thereto, or the perfection or priority of any security interest created in any of the Collateral or maintenance of any perfection and priority, or for or with respect to the sufficiency of the Collateral following an Event of Default.

Section 7.3 Individual Rights of Trustee. The Trustee in its individual or any other capacity may become the owner or pledgee of Notes and may otherwise deal with the Issuer, the Note Guarantors or any Affiliate of the Issuer with the same rights it would have if it were not Trustee. Any Paying Agent, Transfer Agent, Registrar or co-Registrar may do the same with like rights. However, the Trustee must comply with Section 7.10.

Section 7.4 Trustee's Disclaimer. The Trustee shall not be responsible for and makes no representation as to the validity or adequacy of this Indenture or the Notes, it shall not be accountable for the Issuer's use of the proceeds from the Notes, and it shall not be responsible for any statement of the Issuer in this Indenture or in any document issued in connection with the sale of the Notes or in the Notes other than the Trustee's certificate of authentication.

Section 7.5 Notice of Defaults. If a Default or Event of Default occurs and is continuing and if a Trust Officer has actual knowledge thereof, the Trustee shall deliver to each Holder notice of the Default or Event of Default within 90 days after the occurrence thereof. Except in the case of a Default or Event of Default in payment of principal or interest on any Note (including payments pursuant to the optional redemption or required repurchase provisions of such Note, if any), the Trustee may withhold the notice if and so long as a committee of its Trust Officers in good faith determines that withholding the notice is in the interests of the Holders.

Section 7.6 [Reserved].

Section 7.7 Compensation and Indemnity.

(a) The Issuer shall pay to the Trustee from time to time reasonable compensation for its acceptance of this Indenture and services hereunder as the Issuer and the Trustee shall from time to time agree in writing. The Trustee's compensation shall not be limited by any law on compensation of a trustee of an express trust. The Issuer shall reimburse the Trustee upon request for all reasonable out-of-pocket expenses incurred or made by it, including costs of collection, costs of preparing and reviewing reports, certificates and other documents, costs of preparation and mailing of notices to Holders and reasonable costs of counsel retained by the Trustee in connection with the review, negotiation, execution and delivery of this Indenture or otherwise, in addition to the compensation for its services. Such expenses shall include the reasonable compensation and expenses, disbursements and advances of the Trustee's agents, counsel, accountants and experts.

(b) The Issuer and each Note Guarantor shall jointly and severally indemnify the Trustee against any and all loss, liability or expense (including reasonable attorneys' fees and expenses) incurred by it without negligence, willful misconduct or bad faith on its part in connection with the acceptance and administration of this trust and the performance of its duties hereunder, including the costs and expenses of enforcing this Indenture (including this Section 7.7) and of defending itself against any claims (whether asserted by any Holder, the Issuer, any Note Guarantor or otherwise). The Trustee shall notify the Issuer and each Note Guarantor promptly of any claim for which it may seek indemnity. Failure by the Trustee to so notify the Issuer or any Note Guarantor shall not relieve the Issuer or any Note Guarantor of its obligations hereunder. The Issuer shall defend the claim and the Trustee may have separate counsel and the Issuer shall pay the fees and expenses of such counsel; *provided*, that the Issuer shall not be required to pay such fees and expenses if it assumes the Trustee's defense, and, in the reasonable judgment of outside counsel to the Trustee, there is no conflict of interest between the Issuer and the Trustee in connection with such defense. The Issuer need not reimburse any expense or indemnify against any loss, liability or expense incurred by the Trustee through the Trustee's own willful misconduct, negligence or bad faith.

(c) To secure the Issuer's payment obligations in this Section 7.7, the Trustee shall have a lien prior to the Notes on all money or property held or collected by the Trustee other than money or property held in trust to pay principal of and interest on particular Notes. The Trustee's right to receive payment of any amounts due under this Section 7.7 shall not be subordinate to any other liability or Indebtedness of the Issuer.

(d) The Issuer's obligations pursuant to this Section 7.7 shall survive the discharge of this Indenture and the resignation or removal of the Trustee. When the Trustee incurs expenses after the occurrence of a Bankruptcy Event of Default, the expenses are intended to constitute expenses of administration under any Bankruptcy Law; *provided, however*, that this shall not affect the Trustee's rights as set forth in this Section 7.7 or Section 6.10.

Section 7.8 Replacement of Trustee.

(a) The Trustee may resign at any time by so notifying the Issuer. The Holders of a majority in principal amount of the then Outstanding Notes may upon 30 days prior written notice remove the Trustee by so notifying the Trustee and may appoint a successor Trustee reasonably acceptable to the Issuer. The Issuer shall remove the Trustee if:

(i) the Trustee fails to comply with Section 7.10;

(ii) the Trustee is adjudged bankrupt or insolvent;

(iii) a receiver or other public officer takes charge of the Trustee or its property; or

(iv) the Trustee otherwise becomes incapable of acting.

(b) If the Trustee resigns or is removed by the Issuer or by the Holders of a majority in principal amount of the then Outstanding Notes and such Holders do not reasonably promptly appoint a successor Trustee, or if a vacancy exists in the office of the Trustee for any reason (the Trustee in such event being referred to herein as the retiring Trustee), the Issuer shall promptly appoint a successor Trustee.

(c) A successor Trustee shall deliver a written acceptance of its appointment to the retiring Trustee and to the Issuer. Thereupon the resignation or removal of the retiring Trustee shall become effective, and the successor Trustee shall have all the rights, powers and duties of the Trustee under this Indenture. The successor Trustee shall mail a notice of its succession to Holders. The retiring Trustee shall promptly transfer all property held by it as Trustee to the successor Trustee, subject to the lien provided for in Section 7.7(c).

(d) If a successor Trustee does not take office within 30 days after the retiring Trustee resigns or is removed, the retiring Trustee or the Holders of 10% in principal amount of the then Outstanding Notes may petition, at the Issuer's expense, any court of competent jurisdiction for the appointment of a successor Trustee.

(e) If the Trustee fails to comply with Section 7.10, any Holder may petition any court of competent jurisdiction for the removal of the Trustee and the appointment of a successor Trustee.

(f) Notwithstanding the replacement of the Trustee pursuant to this Section 7.8, the Issuer's obligations under Section 7.7 shall continue for the benefit of the retiring Trustee.

Section 7.9 Successor Trustee by Merger.

(a) If the Trustee consolidates with, merges or converts into, or transfers all or substantially all its corporate trust business or assets to, another Person, the resulting, surviving or transferee Person without any further act shall be the successor Trustee.

(b) In case at the time such successor or successors to the Trustee shall succeed to the trusts created by this Indenture, any of the Notes shall have been authenticated but not delivered, any such successor to the Trustee may adopt the certificate of authentication of any predecessor trustee, and deliver such Notes so authenticated; and in case at that time any of the Notes shall not have been authenticated, any successor to the Trustee may authenticate such Notes either in the name of any predecessor hereunder or in the name of the successor to the Trustee; and in all such cases such certificates of authentication and such delivery shall be valid for purposes of this Indenture.

Section 7.10 Eligibility; Disqualification. The Trustee shall at all times be a Trustee hereunder that is a Person organized and doing business under the laws of the United States or of any state thereof that is authorized under such laws to exercise corporate trustee power, that is subject to supervision or examination by federal or state authorities and that has, together with its parent, a combined capital and surplus of at least U.S.$50,000,000 as set forth in its most recent published annual report of condition.

Section 7.11 [Reserved].

Section 7.12 [Reserved].

Section 7.13 Authorization and Instruction of the Trustee With Respect to the Collateral. Each Holder and the Issuer authorize and instruct the Trustee (a) to enter into (or cause an agent or grant such powers of attorney to enter into), on its own behalf and on behalf of the Holders of Notes, such documents (the "Security Documents") as are necessary or desirable (which shall be evidenced by a written instruction from the Issuer to the Trustee) in order to create and maintain the security interest of the Trustee and the Holders of Notes in the Collateral as may from time to time be provided to equally and ratably secure the Notes, (b) to grant such powers of attorney and to do or cause to be done all such acts and things, on its own behalf and in the name and on behalf of the Holders of Notes, as are necessary or desirable (which shall be evidenced by a written instruction from the Issuer to the Trustee) to create and maintain the security interest of the Trustee and the Holders of Notes in such Collateral, (c) to appoint the Security Agent to serve as direct representative of the Trustee and the Holders of Notes in connection with the creation and maintenance of the security interest of the Trustee and the Holders of Notes in such Collateral, (d) to accept the security interest in the Collateral on behalf of each Holder, and (e) to grant powers in favor of an attorney to execute an accession public deed before a Spanish notary public accepting the security interest in the Collateral on behalf of the Holders of Notes. It is understood and acknowledged that, in certain circumstances, the Security Documents may be amended, modified or waived without the consent of the Trustee or the Holders of Notes. It is understood and acknowledged that the Security Agent, in addition to being appointed by and acting on behalf of the Trustee and the Holders of Notes, has also been appointed by and is acting on behalf of (and may in the future be appointed by and act on behalf of) other creditors of the Issuer and its Subsidiaries. The Trustee will not have the right to cause the Security Agent to foreclose on the Collateral upon the occurrence of an Event of Default in respect of the Notes. The Trustee shall at no time have any responsibility or liability for or in respect to the legality, validity or enforceability of any Collateral or any arrangement or agreement between the Issuer and any other Person with respect thereto, or the perfection or priority of any security interest created in any of the Collateral or maintenance of any perfection and priority, or for or with respect to the sufficiency of the Collateral following an Event of Default.

ARTICLE VIII

DEFEASANCE; DISCHARGE OF INDENTURE

Section 8.1 Legal Defeasance and Covenant Defeasance.

(a) The Issuer may, at its option, at any time, elect to have either Section 8.1(b) or Section 8.1(c) be applied to all Outstanding Notes upon compliance with the conditions set forth in Section 8.2.

(b) Upon the Issuer's exercise under Section 8.1(a) of the option applicable to this clause (b), the Issuer shall, subject to the satisfaction of the conditions set forth in Section 8.2, be deemed to have been discharged from its obligations with respect to all Outstanding Notes on the date all of the conditions set forth in Section 8.2 are satisfied (hereinafter, "Legal Defeasance"). For this purpose, Legal Defeasance means that the Issuer shall be deemed to have paid and discharged the entire Indebtedness represented by the then Outstanding Notes, which shall thereafter be deemed to be Outstanding only for the purposes of Section 8.3 hereof and the other sections of this Indenture referred to in subclause (i) or (ii) of this clause (b), and to have satisfied all its other obligations under such Notes and this Indenture (and the Trustee, on demand of and at the expense of the Issuer, shall execute proper instruments acknowledging the same), except for the following provisions, which shall survive until otherwise terminated or discharged hereunder:

(i) the rights of Holders of Outstanding Notes to receive solely from the trust fund described in Section 8.3, and as more fully set forth in Section 2.4 payments in respect of the principal of, premium, if any, and interest on such Notes when such payments are due,

(ii) the Issuer's obligations with respect to such Notes under Article II and Section 3.2 hereof,

(iii) the rights, powers, trusts, duties and immunities of the Trustee hereunder and the Issuer's obligations in connection therewith, and

(iv) this Article VIII.

Subject to compliance with this Article VIII, the Issuer may exercise its option under this clause (b) notwithstanding the prior exercise of its option under Section 8.1(c) hereof.

(c) Upon the Issuer's exercise under Section 8.1(a) hereof of the option applicable to this clause (c), the Issuer shall, subject to the satisfaction of the applicable conditions set forth in Section 8.2, be released from its obligations under Sections 3.4, 3.5, 3.8, 3.9, 3.11, 3.12, 3.14, 3.15, 3.16, 3.17, 3.18, 3.19, 3.20, 3.21, 3.22, 4.1(a) and 4.1(b) hereof with respect to the then Outstanding Notes on and after the date the conditions set forth below are satisfied (hereinafter, "Covenant Defeasance"), and the Notes shall thereafter be deemed not Outstanding for the purposes of any direction, waiver, consent or declaration or act of Holders (and the consequences of any thereof) in connection with such covenants, but shall continue to be Outstanding for all other purposes hereunder (it being understood that such Notes shall not be deemed Outstanding for accounting purposes). For this purpose, such Covenant Defeasance means that, with respect to the then Outstanding Notes, the Issuer may omit to comply with and shall have no liability in respect of any term, condition or limitation set forth in any such covenant, whether directly or indirectly, by reason of any reference elsewhere herein to any such covenant or by reason of any reference in any such covenant to any other provision herein or in any other document and such omission to comply shall not constitute a Default or an Event or Default under clause (iii) of Section 6.1(a) (solely with respect to any failure to perform under or comply with clause (ii) or (iii) of Section 4.1(a)), clause (iv) of Section 6.1(a) or clause (v) of Section 6.1(a) hereof, but, except as specified above, the remainder of this Indenture and such Notes shall be unaffected thereby.

Section 8.2 Conditions to Defeasance. The Issuer may exercise its Legal Defeasance option or its Covenant Defeasance option only if:

(a) the Issuer has irrevocably deposited with the Trustee, in trust, for the benefit of the Holders cash in U.S. Legal Tender or U.S. Government Obligations or a combination thereof, in such amounts as will be sufficient without reinvestment, in the opinion of a nationally recognized firm of independent public accountants, to pay the principal of, premium, if any, and interest (including Additional Amounts) on the Notes on the stated date for payment thereof or on the applicable Redemption Date, as the case may be; *provided* that (x) upon any redemption that requires the payment of a Make-Whole Amount, the amount deposited will be sufficient for purposes of the Indenture to the extent that an amount is deposited with the Trustee equal to the Make-Whole Amount calculated as of the date of the notice of redemption, with any deficit as of the date of redemption only required to be deposited with the Trustee on or prior to the date of redemption and (y) such deficit amount will be set forth in an Officer's Certificate delivered to the Trustee simultaneously with the deposit of such deficit amount that confirms that such deficit amount will be applied toward such redemption;

(b) in the case of Legal Defeasance, the Issuer has delivered to the Trustee an Opinion of Counsel reasonably acceptable to the Trustee (subject to customary exceptions and exclusions) and independent of the Issuer to the effect that:

(i) the Issuer has received from, or there has been published by, the Internal Revenue Service a ruling; or

(ii) since the Issue Date, there has been a change in the applicable U.S. federal income tax law,

in either case to the effect that, and based thereon such Opinion of Counsel shall state that, the Holders will not recognize income, gain or loss for U.S. federal income tax purposes as a result of such Legal Defeasance and will be subject to U.S. federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such Legal Defeasance had not occurred;

(c) in the case of Covenant Defeasance, the Issuer has delivered to the Trustee an Opinion of Counsel reasonably acceptable to the Trustee (subject to customary exceptions and exclusions) to the effect that the Holders will not recognize income, gain or loss for U.S. federal income tax purposes as a result of such Covenant Defeasance and will be subject to U.S. federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such Covenant Defeasance had not occurred;

(d) no Default or Event of Default shall have occurred and be continuing on the date of the deposit pursuant to Section 8.2(a) (except any Default or Event of Default resulting from the failure to comply with Section 3.9 as a result of the borrowing of the funds required to effect such deposit);

(e) the Trustee has received an Officer's Certificate stating that such Legal Defeasance or Covenant Defeasance shall not result in a breach or violation of, or constitute a default under this Indenture or any other material agreement or instrument to which the Issuer or any of its Subsidiaries is a party or by which the Issuer or any of its Subsidiaries is bound;

(f) the Issuer has delivered to the Trustee an Officer's Certificate stating that the deposit was not made by the Issuer with the intent of preferring the Holders over any other creditors of the Issuer or any Subsidiary of the Issuer or with the intent of defeating, hindering, delaying or defrauding any other creditors of the Issuer or others;

(g) the Issuer has delivered to the Trustee an Officer's Certificate and an Opinion of Counsel from counsel reasonably acceptable to the Trustee (subject to customary exceptions and exclusions) and independent of the Issuer, each stating that all conditions precedent provided for or relating to the Legal Defeasance or the Covenant Defeasance have been complied with; and

(h) the Issuer has delivered to the Trustee an Opinion of Counsel from counsel reasonably acceptable to the Trustee and independent of the Issuer to the effect that the trust resulting from the deposit does not constitute, or is qualified as, a regulated investment company under the Investment Company Act of 1940.

Section 8.3 Application of Trust Money. The Trustee shall hold in trust U.S. Legal Tender or U.S. Government Obligations deposited with it pursuant to this Article VIII. It shall apply the deposited U.S. Legal Tender or U.S. Government Obligations through the Paying Agent and in accordance with this Indenture to the payment of principal of and interest on the Notes.

Section 8.4 Repayment to Issuer.

(a) The Trustee and the Paying Agent shall promptly turn over to the Issuer upon written request any excess money or securities held by them upon payment of all the obligations under this Indenture.

(b) Subject to any applicable abandoned property law, the Trustee and the Paying Agent shall pay to the Issuer upon request any money held by them for the payment of principal of, premium or interest on the Notes that remains unclaimed for two years, and, thereafter, Holders entitled to the money must look to the Issuer for payment as general creditors.

Section 8.5 Indemnity for U.S. Government Obligations. The Issuer shall pay and shall indemnify the Trustee against any tax, fee or other charge imposed on or assessed against deposited U.S. Government Obligations or the principal and interest received on such U.S. Government Obligations.

Section 8.6 Reinstatement. If the Trustee or Paying Agent is unable to apply any U.S. Legal Tender or U.S. Government Obligations in accordance with this Article VIII by reason of any legal proceeding or by reason of any order or judgment of any court or governmental authority enjoining, restraining or otherwise prohibiting such application, the obligations of the Issuer under this Indenture and the Notes shall be revived and reinstated as though no deposit had occurred pursuant to this Article VIII until such time as the Trustee or Paying Agent is permitted to apply all such U.S. Legal Tender or U.S. Government Obligations in accordance with this Article VIII; *provided, however*, that, if the Issuer has made any payment of principal of, premium or interest on any Notes because of the reinstatement of its obligations, the Issuer shall be subrogated to the rights of the Holders of such Notes to receive such payment from U.S. Legal Tender or U.S. Government Obligations held by the Trustee or Paying Agent.

Section 8.7 Satisfaction and Discharge. This Indenture will be discharged and will cease to be of further effect (except as to surviving rights of registration of transfer or exchange of the Notes, as expressly provided for in this Indenture) as to all Outstanding Notes when:

(a) either:

(i) all the Notes theretofore authenticated and delivered (except lost, stolen or destroyed Notes which have been replaced or paid and Notes for whose payment money has theretofore been deposited in trust or segregated and held in trust by the Issuer and thereafter repaid to the Issuer or discharged from such trust) have been delivered to the Trustee for cancellation; or

(ii) (x) all Notes not theretofore delivered to the Trustee for cancellation have become due and payable by reason of the making of one or more notices of redemption or otherwise (in the case that such Notes have become due and payable as a result of the mailing or electronic delivery of a notice of redemption, after any conditions precedent to redemption have been satisfied or waived in writing by the Issuer), will become due and payable within one year or may be called for redemption within one year under arrangements satisfactory to the Trustee for the giving of notice of redemption by the Trustee in the name, and at the expense, of the Issuer, and the Issuer or any Guarantor has irrevocably deposited or caused to be deposited with the Trustee, in trust, for the benefit of the holders, cash in U.S. Legal Tender, U.S. Government Obligations, or a combination thereof, in such amounts as will be sufficient without reinvestment, in the opinion of a nationally recognized investment bank, appraisal firm or firm of independent public accountants, to pay and discharge the entire Indebtedness on the Notes not theretofore delivered to the Trustee for cancellation, for principal of, premium, if any, and interest (including Additional Amounts) on the Notes to the stated date of deposit thereof or on the applicable redemption date, as the case may; *provided* that (x) upon any redemption that requires the payment of a Make-Whole Amount, the amount deposited will be sufficient for purposes of the Indenture to the extent that an amount is deposited with the Trustee equal to the Make-Whole Amount calculated as of the date of the notice of redemption, with any deficit as of the date of redemption only required to be deposited with the Trustee on or prior to the date of redemption and (y) such deficit amount will be set forth in an Officer's Certificate delivered to the Trustee simultaneously with the deposit of such deficit amount that confirms that such deficit amount will be applied toward such redemption; and (y) the Issuer has delivered irrevocable instructions directing the Trustee to apply such funds to the payment of the Notes at maturity or the redemption date, as the case may be;

(b) the Issuer has paid all other sums payable under this Indenture and the Notes by it; and

(c) the Issuer has delivered to the Trustee an Officer's Certificate and an Opinion of Counsel stating that all conditions precedent under this Indenture relating to the satisfaction and discharge of this Indenture have been complied with.

ARTICLE IX

AMENDMENTS

Section 9.1 Without Consent of Holders.

(a) The Issuer, the Note Guarantors and the Trustee may amend or supplement this Indenture, the Notes or the Note Guarantees without notice to or consent of any Holder:

(i) to cure any ambiguity, omission, defect or inconsistency;

(ii) to comply with Article IV in respect of the assumption by a Successor Issuer of the obligations of the Issuer under the Notes and this Indenture;

(iii) to provide for uncertificated Notes in addition to or in place of Certificated Notes; *provided*, *however*, that the uncertificated Notes are issued in registered form for purposes of Section 163(f) of the Code;

(iv) to add guarantees with respect to the Notes or to secure the Notes;

(v) to add to the covenants of the Issuer or the Note Guarantors for the benefit of the Holders or to surrender any right or power herein conferred upon the Issuer or the Note Guarantors;

(vi) to make any change that does not, in the opinion of the Issuer, as conclusively evidenced by an Officer's Certificate to such effect, adversely affect the rights of any Holder in any material respect;

(vii) to conform the text of this Indenture, the Note Guarantees or the Notes to any provision of the section "Description of Notes" in the Offering Memorandum to the extent that such provision in such "Description of Notes" was intended to be a verbatim recitation of a provision of this Indenture or the Notes or Note Guarantees;

(viii) to comply with the requirements of any applicable securities depositary;

(ix) to provide for the issuance of Additional Notes as permitted by Section 2.2(c) and Section 2.14, which will have terms substantially identical to the other Outstanding Notes except as specified in Section 2.13, or Section 2.14, and which will be treated, together with any other Outstanding Notes, as a single issue of securities; or

(x) in order to effect and maintain the listing of the Notes on the Global Exchange Market of the Irish Stock Exchange operating as Euronext Dublin.

(b) After an amendment or supplement under this Section 9.1 becomes effective, the Issuer shall mail to Holders a notice briefly describing such amendment. The failure to give such notice to all Holders, or any defect therein, shall not impair or affect the validity of an amendment under this Section 9.1.

Section 9.2 With Consent of Holders.

(a) The Issuer, the Note Guarantors and the Trustee may amend or supplement this Indenture or the Notes without notice to any Holder but with the written consent of the Holders of at least a majority in principal amount of the then Outstanding Notes(including, without limitation, consents obtained in connection with a purchase of, or tender offer or exchange offer for, Notes). Subject to Section 6.4, the Holder or Holders of a majority in aggregate principal amount of the then Outstanding Notes may waive compliance by the Issuer and the Note Guarantors with any provision of this Indenture or the Notes. However, without the consent of each Holder affected, an amendment, supplement or waiver may not:

(i) reduce the amount of Notes whose Holders must consent to an amendment, supplement or waiver;

(ii) reduce the rate of or change or have the effect of changing the time for payment of interest, including Defaulted Interest, on any Notes;

(iii) reduce the principal of or change or have the effect of changing the fixed maturity of any Notes, or change the date on which any Notes may be subject to redemption, or reduce the redemption price therefor;

(iv) make any Notes payable in money other than that stated in the Notes;

(v) make any change in the provisions of this Indenture entitling each Holder to receive payment of principal of, premium, if any, and interest on such Notes on or after the due date thereof or to bring suit to enforce such payment, or permitting Holders of a majority in principal amount of the then Outstanding Notes to waive Defaults or Events of Default;

(vi) amend, change or modify in any material respect any obligations of the Issuer to make and consummate a Change of Control Offer in respect of a Change of Control that has occurred or make and consummate an Asset Sale Offer with respect to any Asset Sale that has been consummated;

(vii) make any change in the provisions of this Indenture described under Section 3.21 that adversely affects the rights of any Holder or amend the terms of the Notes in a way that would result in a loss of exemption from Taxes; or

(viii) make any change to the provisions of this Indenture or the Notes that adversely affect the ranking of the Notes.

(b) It shall not be necessary for the consent of the Holders under this Section 9.2 to approve the particular form of any proposed amendment, supplement or waiver but it shall be sufficient if such consent approves the substance thereof.

(c) After an amendment, supplement or waiver under this Section 9.2 becomes effective, the Issuer shall mail to Holders a notice briefly describing such amendment, supplement or waiver. The failure to give such notice to all Holders, or any defect therein, shall not impair or affect the validity of an amendment, supplement or waiver under this Section 9.2.

(d) The Notes issued on the Issue Date, and any Additional Notes part of the same series, will be treated as a single series for all purposes under this Indenture, including with respect to waivers and amendments. For the purposes of calculating the aggregate principal amount of Notes that have consented to or voted in favor of any amendment, waiver, consent, modifications or other similar action, the Issuer (acting reasonably and in good faith) shall be entitled to select a record date as of which the principal amount of any Notes shall be calculated in such consent or voting process.

Section 9.3 [Reserved].

Section 9.4 Revocation and Effect of Consents and Waivers.

(a) A consent to an amendment, supplement or waiver by a Holder of a Note shall bind the Holder and every subsequent Holder of that Note or portion of the Note that evidences the same debt as the consenting Holder's Note, even if notation of the consent or waiver is not made on the Note. However, any such Holder or subsequent Holder may revoke the consent or waiver as to such Holder's Note or portion of the Note if the Trustee receives the notice of revocation before the date the amendment, supplement or waiver becomes effective. After an amendment, supplement or waiver becomes effective, it shall bind every Holder, except as otherwise provided in this Article IX. An amendment, supplement or waiver shall become effective upon receipt by the Trustee of the requisite number of written consents under Section 9.2.

(b) The Issuer may, but shall not be obligated to, fix a record date for the purpose of determining the Holders entitled to give their consent or take any other action described above or required or permitted to be taken pursuant to this Indenture. If a record date is fixed, then notwithstanding the immediately preceding paragraph, those Persons who were Holders at such record date (or their duly designated proxies), and only those Persons, shall be entitled to give such consent or to revoke any consent previously given or to take any such action, whether or not such Persons continue to be Holders after such record date. No such consent shall be valid or effective for more than 90 days after such record date.

Section 9.5 Notation on or Exchange of Notes. If an amendment or supplement changes the terms of a Note, the Trustee may require the Holder of the Note to deliver it to the Trustee. The Trustee may place an appropriate notation on the Note regarding the changed terms and return it to the Holder. Alternatively, if the Issuer or the Trustee so determines, the Issuer, in exchange for the Note, will execute and upon Issuer Order, the Trustee will authenticate and make available for delivery a new Note that reflects the changed terms. Failure to make the appropriate notation or to issue a new Note shall not affect the validity of such amendment or supplement.

Section 9.6 Trustee to Sign Amendments and Supplements. The Trustee shall sign any amendment, supplement or waiver authorized pursuant to this Article IX if the amendment or supplement does not adversely affect the rights, duties, liabilities or immunities of the Trustee. If it does, the Trustee may but need not sign it. In signing such amendment, supplement or waiver, the Trustee shall be entitled to receive indemnity reasonably satisfactory to it and to receive, and (subject to Section 7.1 and Section 7.2) shall be fully protected in relying upon, in addition to the documents required by Section 12.4, an Opinion of Counsel and an Officer's Certificate each stating that such amendment, supplement or waiver is authorized or permitted by this Indenture and that all conditions precedent to the execution of such amendment, supplement or waiver have been complied with.

ARTICLE X

NOTE GUARANTEES

Section 10.1 Note Guarantees.

(a) Each Note Guarantor hereby fully and unconditionally guarantees, as primary obligor and not merely as surety, jointly and severally with each other Note Guarantor, to each Holder and the Trustee, the full and punctual payment when due, whether at maturity, by acceleration, by redemption or otherwise, of the Obligations (such guaranteed Obligations, the "Guaranteed Obligations"). Each Note Guarantor further agrees that its Note Guarantee herein constitutes a guarantee of payment when due (and not a guarantee of collection) and agrees to pay, in addition to the amounts stated in Section 10.1(f), any and all expenses (including reasonable counsel fees and expenses) incurred by the Trustee or the Holders in enforcing or exercising any rights under any Note Guarantee.

(b) In no event shall the Trustee or the Holders be obligated to take any action, obtain any judgment or file any claim prior to enforcing or exercising any rights under any Note Guarantee.

(c) Each Note Guarantor further agrees that its Note Guarantee constitutes an absolute and unconditional and continuing guarantee. Each Note Guarantor hereby waives, to the extent permitted by law:

(i) any claim as to the legality, validity, regularity or enforceability of this Indenture, the Notes or any other agreement;

(ii) any claim as to the lack of authority of the Issuer to execute or deliver this Indenture, the Notes or any other agreement;

(iii) diligence, presentation to, demand of payment from and protest to the Issuer of any of the Obligations and notice of protest for nonpayment;

(iv) the occurrence of any Default or Event of Default under this Indenture, the Notes or any other agreement;

(v) notice of any Default or Event of Default under this Indenture, the Notes or any other agreement;

(vi) the failure of the Trustee or any Holder to assert any claim or demand or to enforce any right or remedy against the Issuer or any other Person under this Indenture, the Notes or any other agreement;

(vii) any extension or renewal of the Obligations, this Indenture, the Notes or any other agreement;

(viii) any rescission, waiver, amendment or modification of any of the terms or provisions of this Indenture, the Notes or any other agreement;

(ix) the existence of any bankruptcy, insolvency, reorganization or similar proceedings involving the Issuer;

(x) any setoff, counterclaim, recoupment, termination or defense of any kind or nature which may be available to or asserted by any Note Guarantor or the Issuer against the Holders or the Trustee;

(xi) any impairment, taking, furnishing, exchange or release of, or failure to perfect or obtain protection of any security interest in, any collateral securing this Indenture and the Notes and any right to require that any resort be had by the Trustee or any Holder to any such collateral;

(xii) the failure of the Trustee or any Holder to exercise any right or remedy against any other Note Guarantor;

(xiii) any change in the ownership of the Issuer;

(xiv) any change in the laws, rules or regulations of any jurisdiction;

(xv) any present or future action of any governmental authority or court amending, varying, reducing or otherwise affecting, or purporting to amend, vary, reduce or otherwise affect, any of the obligations of the Issuer under this Indenture or the Notes or of any Note Guarantor under its Note Guarantee; and

(xvi) any other act or thing or omission or delay to do any other act or thing which may or might in any manner or to any extent vary the risk of each Note Guarantor or would otherwise operate as a discharge of such Note Guarantor as a matter of law or equity.

(d) Each of the Note Guarantors further expressly waives irrevocably and unconditionally:

(i) Any right it may have to first require any Holder to proceed against, initiate any actions before a court of law or any other judge or authority, or enforce any other rights or security or claim payment from the Issuer or any other Person (including any Note Guarantor or any other guarantor of the Notes) before claiming from it under this Indenture;

(ii) Any right to which it may be entitled to have the assets of the Issuer or any other Person (including any Note Guarantor or any other guarantor of the Notes) first be used, applied or depleted as payment of the Issuer's or the Note Guarantors' obligations hereunder, prior to any amount being claimed from or paid by any of the Note Guarantors hereunder;

(iii) Any right to which it may be entitled to have claims hereunder divided between the Note Guarantors;

(iv) To the extent applicable, the benefits of *orden*, *excusión*, *división*, *quita* and *espera* and any right specified in articles 2814, 2815, 2817, 2818, 2819, 2820, 2821, 2822, 2823, 2826, 2837, 2838, 2839, 2840, 2845, 2846, 2847 and any other related or applicable articles that are not explicitly set forth herein because of Note Guarantor's knowledge thereof of the *Código Civil Federal* of Mexico, and the *Código Civil* of each State of the Mexican Republic and the Federal District of Mexico.

(e) The obligations assumed by each Note Guarantor hereunder shall not be affected by the absence of judicial request of payment by a Holder to the Issuer or by whether any such person takes timely action pursuant to articles 2848 and 2849 of the Código Civil Federal of Mexico and the Código Civil of each State of the Mexican Republic and the Federal District of Mexico and each Note Guarantor hereby expressly waives the provisions of such articles.

(f) The obligations of each Note Guarantor hereunder shall not be subject to any reduction, limitation, impairment or termination for any reason (other than payment of the Obligations in full), including any claim of waiver, release, surrender, alteration or compromise, and shall not be subject to any defense of setoff, counterclaim, recoupment or termination whatsoever or by reason of the invalidity, illegality or unenforceability of the Obligations or otherwise. Without limiting the generality of the foregoing, the obligations of each Note Guarantor herein shall not be discharged or impaired or otherwise affected by the failure of any Holder to assert any claim or demand or to enforce any remedy under this Indenture, the Notes or any other agreement, by any waiver or modification of any thereof, by any default, failure or delay, willful or otherwise, in the performance of the Obligations, or by any other act or thing or omission or delay to do any other act or thing which may or might in any manner or to any extent vary the risk of such Note Guarantor or would otherwise operate as a discharge of such Note Guarantor as a matter of law or equity.

(g) Except as provided in Section 10.2, the obligations of each Note Guarantor hereunder shall not be subject to any reduction, limitation, impairment or termination for any reason other than payment of the Obligations in full.

(h) Each Note Guarantor further agrees that its Note Guarantee herein shall continue to be effective or be reinstated, as the case may be, if at any time payment, or any part thereof, of principal of or interest on any of the Obligations is rescinded or must otherwise be restored by any Holder upon the bankruptcy or reorganization of the Issuer or otherwise.

(i) In furtherance of the foregoing and not in limitation of any other right which the Trustee or any Holder has at law or in equity against each Note Guarantor by virtue hereof, upon the failure of the Issuer to pay any of the Obligations when and as the same shall become due, whether at maturity, by acceleration, by redemption or otherwise, each Note Guarantor hereby promises to and will, upon receipt of written demand by the Trustee, forthwith pay, or cause to be paid, in cash, to the Holders an amount equal to the sum of:

(i) the unpaid amount of such Obligations then due and owing; and

(ii) accrued and unpaid interest on such Obligations then due and owing (but only to the extent not prohibited by law);

provided, that any delay by the Trustee in giving such written demand shall in no event affect any Note Guarantor's obligations under its Note Guarantee.

(j) Each Note Guarantor further agrees that, as between such Note Guarantor, on the one hand, and the Holders, on the other hand:

(i) the maturity of the Obligations guaranteed hereby may be accelerated as provided in this Indenture for the purposes of its Note Guarantee herein, notwithstanding any stay, injunction or other prohibition preventing such acceleration in respect of the Obligations guaranteed hereby; and

(ii) in the event of any such declaration of acceleration of such Obligations, such Obligations (whether or not due and payable) shall forthwith become due and payable by the Note Guarantor for the purposes of this Note Guarantee.

Section 10.2 Limitation on Liability; Termination, Release and Discharge.

(a) Subject to the limitations set out in Section 10.5 and Section 10.6, the obligations of each Note Guarantor hereunder will be limited to the maximum amount as will, after giving effect to all other contingent and fixed liabilities of such Note Guarantor and after giving effect to any collections from or payments made by or on behalf of any other Note Guarantor in respect of the obligations of such other Note Guarantor under its Note Guarantee or pursuant to its contribution obligations under this Indenture, result in the obligations of such Note Guarantor under its Note Guarantee not constituting a fraudulent conveyance or fraudulent transfer under federal or state law.

(b) A Note Guarantor will be released and relieved of its obligations under its Note Guarantee in the event that:

(i) there is a Legal Defeasance of the Notes pursuant to Article VIII;

(ii) there is a sale or other disposition of Capital Stock of such Note Guarantor following which such Note Guarantor is no longer a direct or indirect Subsidiary of the Issuer;

(iii) such Note Guarantor is designated as an Unrestricted Subsidiary in accordance with Section 3.14;

(iv) either (A) the 2017 Facilities Agreement Indebtedness has been repaid in full and such Note Guarantor is not a guarantor of the Indebtedness Incurred to refinance such 2017 Facilities Agreement Indebtedness or (B) at least 85% of the outstanding Indebtedness of the Issuer and its Restricted Subsidiaries is not guaranteed by such Note Guarantor; or

(v) solely with respect to the Additional Note Guarantor, upon the occurrence of a Partial Covenant Suspension Event or Covenant Suspension Event until the occurrence of a Partial Covenant Reversion Date or a Reversion Date, as applicable, at which time the guarantee of the Notes by the Additional Note Guarantor shall be reinstated unless the Additional Note Guarantor would have been released at any time during the Partial Suspension Period or the Suspension Period, as applicable, pursuant to clause (i), (ii), (iii) or (iv) of this Section 10.2(b).

Section 10.3 Right of Contribution. Each Note Guarantor that makes a payment or distribution under a Note Guarantee will be entitled to a contribution from each other Note Guarantor in a *pro rata* amount, based on the net assets of each Note Guarantor determined in accordance with GAAP. The provisions of this Section 10.3 shall in no respect limit the obligations and liabilities of each Note Guarantor to the Trustee and the Holders and each Note Guarantor shall remain liable to the Trustee and the Holders for the full amount guaranteed by such Note Guarantor hereunder.

Section 10.4 No Subrogation. Each Note Guarantor agrees that it shall not be entitled to any right of subrogation in respect of any Guaranteed Obligations until payment in full in cash or Cash Equivalents of all Obligations. If any amount shall be paid to any Note Guarantor on account of such subrogation rights at any time when all of the Obligations shall not have been paid in full in cash or Cash Equivalents, such amount shall be held by such Note Guarantor in trust for the Trustee and the Holders, segregated from other funds of such Note Guarantor, and shall, forthwith upon receipt by such Note Guarantor, be turned over to the Trustee in the exact form received by such Note Guarantor (duly endorsed by such Note Guarantor to the Trustee, if required), to be applied against the Obligations.

Section 10.5 French Guarantee Limitation.

(a) The obligations of any Note Guarantor incorporated in France (a "French Note Guarantor") are subject to the limitations set out in this Section 10.5.

(b) The obligations and liabilities of any French Note Guarantor under the Indenture and the Notes, and in particular under this Article X, shall not include any obligation or liability which, if incurred, would constitute the provision of financial assistance within the meaning of article L.225-216 of the French Commercial Code and/or would constitute a misuse of corporate assets within the meaning of article(s) L. 241-3, L. 242-6 or L. 244-1 of the French Commercial Code or any other law or regulations having the same effect, as interpreted by French courts.

(c) The obligations and liabilities of any French Note Guarantor under this Article X for the Issuer's obligations under the Indenture and the Notes shall be limited, at any time, to an amount equal to the aggregate of all amounts made available under the Notes and the Indenture to the Issuer to the extent directly or indirectly on-lent to such French Note Guarantor and/or its direct and indirect Subsidiaries under intercompany loan agreements (excluding, for the avoidance of doubt, any cash-pooling arrangements or other cash management agreements, *provided*, that the proceeds of the Notes shall not be used, in whole or in part, to finance, directly or indirectly, such cash pooling arrangements or other cash management agreements) and outstanding at the date a payment is to be made by such French Note Guarantor under this Article X, it being specified that any payment made by a French Note Guarantor under this Article X in respect of the obligations of the Issuer shall reduce *pro tanto* the outstanding amount of the intercompany loans due by such French Note Guarantor or its relevant direct or indirect Subsidiary under the intercompany loan agreements referred to above and that any repayment of the intercompany loans by the French Note Guarantor or its relevant direct or indirect Subsidiary shall reduce *pro tanto* the amount payable by the French Note Guarantor under this Article X.

(d) It is acknowledged that no French Note Guarantor is acting jointly and severally with the other Note Guarantors and no French Note Guarantor shall therefore be considered as "*co-débiteur solidaire*" as to its obligations pursuant to the guarantee given pursuant to this Article X.

Section 10.6 Swiss Guarantee Limitation.

(a) The obligations of any Note Guarantor incorporated in Switzerland (a "Swiss Note Guarantor") are subject to the limitations set out in this Section 10.6.

(b) The obligations and liabilities of a Swiss Note Guarantor under the Indenture, the Notes or any other agreement, and in particular under this Article X, in relation to the obligations, undertakings, indemnities or liabilities of a Note Guarantor other than that Swiss Note Guarantor or any of its fully owned and controlled subsidiaries (the "Restricted Obligations") and the aggregate use of the proceeds from the enforcement of any security interest granted by a Swiss Note Guarantor shall not include any obligation or liability which, if incurred, would constitute the provision of financial assistance not permitted under the laws of Switzerland then in force and/or would constitute a misuse of corporate assets under Swiss law as interpreted by Swiss courts and shall be limited to the amount of that Swiss Note Guarantor's Free Reserves Available for Distribution (as defined below) at the time payment or the application of proceeds from the realization of a security interest is requested, or the maximum amount permitted by Swiss law at such time, *provided*, that such limitation is a requirement under applicable law (including any case law) at that point in time and that such limitation shall not free the Swiss Note Guarantor from its obligations in excess thereof, but merely postpone the performance date therefor or the application of proceeds from the realization of a security interest until such time as performance is permitted notwithstanding such limitation.

(c) For the purposes of this clause, "Free Reserves Available for Distribution" means an amount equal to the maximal amount in which the Swiss Note Guarantor can make a dividend payment to its shareholder(s) (being the year to date balance sheet profit and any freely disposable equity available for this purpose, in each case, in accordance with applicable Swiss law). The freely disposable equity represents the total shareholder equity less the total of: (i) the aggregate share capital, (ii) the statutory reserves (including reserves for own shares and revaluations), to the extent such reserves cannot be transferred into unrestricted, distributable reserves, and (iii) any freely disposable equity that has to be blocked for any loans granted by the Swiss Note Guarantor to a direct or indirect shareholder or a direct or indirect subsidiary of such shareholder.

As soon as reasonably practicable after having been requested to discharge a Restricted Obligation, the Swiss Note Guarantor shall, if it cannot discharge the full amount of the Restricted Obligations, provide the Trustee with an interim statutory balance sheet audited by the statutory auditors of the Swiss Note Guarantor setting out the Free Reserves Available for Distribution and, promptly thereafter, pay the lesser of (i) that Restricted Obligation and (ii) the amount corresponding to the Free Reserves Available for Distribution or the maximum amount permitted by Swiss law applicable at the time discharge is requested to the Trustee (save to the extent provided below).

(d) In respect of the Restricted Obligations, the Swiss Note Guarantor shall:

(i) if and to the extent required by applicable law in force at the relevant time:

(A) procure that such payments can be made without deduction of Swiss withholding tax, or with deduction of Swiss withholding tax at a reduced rate, by discharging the liability to such tax by notification pursuant to applicable law (including double tax treaties) rather than payment of the Tax;

(B) if the notification procedure pursuant to paragraph (A) above does not apply and subject to any applicable double taxation treaties, deduct Swiss withholding tax at the rate of 35 percent (or such other rate as is in force at that time), or if the notification procedure pursuant to paragraph (A) above applies for a part of the Swiss withholding tax only, deduct Swiss withholding tax at the reduced rate resulting after the discharge of part of such Tax by notification under applicable law, from any payment made by it and promptly pay any such taxes to the Swiss Federal Tax Administration; and

(C) notify the Trustee that such notification or, as the case may be, deduction has been made and provide evidence to the Trustee that such a notification of the Swiss Federal Tax Administration has been made, or, as the case may be, that such Swiss withholding tax has been paid to the Swiss Federal Tax Administration;

(ii) to the extent such deduction is made, not be required to make a gross-up, indemnify or otherwise hold harmless the Trustee or the Holders for the deduction of the Swiss withholding tax notwithstanding anything to the contrary contained in the Indenture, the Notes or any other agreement, unless grossing up is permitted under the laws of Switzerland then in force and *provided*, that this should not in any way limit any obligations of any non-Swiss Note Guarantors under the Indenture, the Notes or any other agreement to indemnify the Trustee or the Holders in respect of the deduction of the Swiss withholding tax. The Swiss Note Guarantor shall use all reasonable efforts to procure that any person which is entitled to a full or partial refund of any Swiss withholding tax paid pursuant to paragraph (i) above will, as soon as possible after the deduction of the Swiss withholding tax:

(y) request a refund of the Swiss withholding tax under any applicable law (including double taxation treaties) and

(z) pay to the Trustee upon receipt any amount so refunded.

(e) The Swiss Note Guarantor will take, and cause to be taken, as soon as reasonably practicable, all and any other action, including, without limitation, the passing of any shareholders' resolutions to approve any payment or other performance under the Indenture and the Notes and the receipt of any confirmations from the Swiss Note Guarantor's auditors, whether following a request to discharge a Restricted Obligation or which may be required as a matter of mandatory Swiss law in force at the time it is required to make a payment or perform other obligations under the Indenture, the Notes or any other agreement in order to allow a prompt payment or performance of other obligations under the Indenture or the Notes.

(f) If the enforcement of the Restricted Obligations would be limited due to the effects referred to in this Section 10.6 and if any asset of the Swiss Note Guarantor has a book value that is less than its market value (an "Undervalued Asset"), the Swiss Note Guarantor shall, to the extent permitted by applicable law and its accounting standards (i) write up the book value of such Undervalued Asset such that its balance sheet reflects a book value that is equal to the market value of such Undervalued Asset, and (ii) make reasonable efforts to realize the Undervalued Asset for a sum which is at least equal to the market value of such asset. Without prejudice to the rights of the Trustee and the Holders under the Indenture, the Notes or any other agreement, the Swiss Note Guarantor will only be required to realize an Undervalued Asset if such asset is not necessary for the Swiss Note Guarantor's business (*nicht betriebsnotwendig*).

ARTICLE XI

COLLATERAL

Section 11.1 The Collateral. Subject to Section 11.2, the Issuer and the Note Guarantors agree that the Notes will be at all times secured by a first-priority security interest in the Collateral on at least an equal and ratable basis with the Permitted Secured Obligations.

Section 11.2 Release of the Collateral.

(a) The Notes will cease to be secured by a security interest in the Collateral in accordance with the provisions of the Intercreditor Agreement.

(b) In addition to the Collateral release provisions set forth in the Intercreditor Agreement, the Notes will cease to be secured by a security interest on the Collateral upon:

(i) (A) payment in full of the principal of, any accrued and unpaid interest on, the Notes and all other amounts or Obligations that are due and payable at or prior to the time such principal, accrued and unpaid interest, if any, are paid, (B) a satisfaction and discharge of this Indenture or (C) a Legal Defeasance or Covenant Defeasance pursuant to Article VIII; or

(ii) a refinancing of the 2017 Facilities Agreement Indebtedness in full as a result of which the Collateral does not secure Indebtedness Incurred to refinance such 2017 Facilities Agreement Indebtedness.

ARTICLE XII

MISCELLANEOUS

Section 12.1 Notices.

(a) Any notice or communication shall be in writing and delivered in person or mailed by first-class mail, postage prepaid, addressed as follows:

if to the Issuer and the Note Guarantors:

c/o CEMEX, S.A.B. de C.V.
Avenida Ricardo Margáin Zozaya #325
Colonia Valle del Campestre
San Pedro Garza García, Nuevo León
México 66265
Attention: Finance Department - Chief Financial Officer
Fax: +1 (212)-317-6047

if to the Trustee:

The Bank of New York Mellon
240 Greenwich Street, Floor 7 East
New York, NY 10286
Attention: International Corporate Trust
Fax: 724-540-6330

The Issuer or the Trustee by notice to the other may designate additional or different addresses for subsequent notices or communications.

(b) All notices to Holders of Notes will be validly given if mailed to them at their respective addresses in the register of the Holders of such Notes, if any, maintained by the Registrar. For so long as any Notes are represented by Global Notes, all notices to Holders of the Notes will be delivered to DTC, delivery of which shall be deemed to satisfy the requirements of this paragraph.

(c) Each such notice shall be deemed to have been given on the date of delivery or mailing. Any notice or communication mailed to a Holder shall be mailed to such Person by first-class mail or other equivalent means and shall be sufficiently given to them if so mailed within the time prescribed. Failure to mail a notice or communication to a Holder or any defect in it shall not affect its sufficiency with respect to other Holders. If a notice or communication is mailed in the manner provided above, it is duly given, whether or not the addressee receives it.

(d) Subject to Section 7.1(c) and Section 7.2(a), the Trustee shall accept electronic transmissions; *provided*, that (i) the Trustee shall not have any duty or obligation to verify or confirm that the Person sending instructions, directions, reports, notices or other communications or information by electronic transmission is, in fact, a Person authorized to give such instructions, directions, reports, notices or other communications or information on behalf of the party purporting to send such electronic transmission; and the Trustee shall not have any liability for any losses, liabilities, costs or expenses incurred or sustained by any party as a result of such reliance upon or compliance with such instructions, directions, reports, notices or other communications or information and (ii) each other party agrees to assume all risks arising out of the use of electronic methods to submit instructions, directions, reports, notices or other communications or information to the Trustee, including without limitation the risk of the Trustee acting on unauthorized instructions, notices, reports or other communications or information, and the risk of interception and misuse by third parties.

(e) Any notice or communication mailed to a registered Holder shall be mailed to the Holder at the Holder's address as it appears on the Note Register and shall be sufficiently given if so mailed within the time prescribed.

(f) Failure to mail a notice or communication to a Holder or any defect in it shall not affect its sufficiency with respect to other Holders. If a notice or communication is mailed in the manner provided above, it is duly given, whether or not the addressee receives it.

(g) Any notice or communication delivered to the Issuer under the provisions herein shall constitute notice to the Note Guarantors.

Section 12.2 Communication by Holders with Other Holders. Holders may communicate with other Holders with respect to their rights under this Indenture (including the Note Guarantees) or the Notes.

Section 12.3 Certificate and Opinion as to Conditions Precedent. Upon any request or application by the Issuer to the Trustee to take or refrain from taking any action under this Indenture, the Issuer shall furnish to the Trustee:

(a) an Officer's Certificate in form and substance reasonably satisfactory to the Trustee stating that, in the opinion of the signers, all conditions precedent, if any, provided for in this Indenture relating to the proposed action have been complied with; and

(b) an Opinion of Counsel in form and substance reasonably satisfactory to the Trustee stating that, in the opinion of such counsel, all such conditions precedent have been complied with.

Section 12.4 Statements Required in Certificate or Opinion. Each certificate or opinion, including an Opinion of Counsel or Officer's Certificate, with respect to compliance with a covenant or condition provided for in this Indenture shall include:

(a) a statement that the individual making such certificate or opinion has read such covenant or condition;

(b) a brief statement as to the nature and scope of the examination or investigation upon which the statements or opinions contained in such certificate or opinion are based;

(c) a statement that, in the opinion of such individual, he has made such examination or investigation as is necessary to enable him to express an informed opinion as to whether or not such covenant or condition has been complied with; and

(d) a statement as to whether or not, in the opinion of such individual, such covenant or condition has been complied with.

In giving an Opinion of Counsel, counsel may rely as to factual matters on an Officer's Certificate or on certificates of public officials.

Section 12.5 Rules by Trustee, Paying Agent, Transfer Agent and Registrar. The Trustee may make reasonable rules for action by, or a meeting of, Holders. The Paying Agent, Transfer Agent and the Registrar may make reasonable rules for their functions.

Section 12.6 Legal Holidays. A "Legal Holiday" is (i) a Saturday, a Sunday or other day on which commercial banking institutions are authorized or required to be closed in New York City, Mexico City or London and (ii) any day on which the Trans-European Automated Real-time Gross Settlement Express Transfer System (TARGET2) is closed for settlement of payments. If a payment date is a Legal Holiday, payment shall be made on the next succeeding day that is not a Legal Holiday, and no interest shall accrue for the intervening period. If a regular record date is a Legal Holiday, the record date shall not be affected.

Section 12.7 Governing Law, etc.

(a) THIS INDENTURE (INCLUDING EACH NOTE GUARANTEE) AND THE NOTES SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK. THE PARTIES HERETO EACH HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS INDENTURE, THE NOTES OR EACH NOTE GUARANTEE OR ANY TRANSACTION RELATED HERETO OR THERETO TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

(b) Each of the parties hereto hereby:

(i) agrees that any suit, action or proceeding against it arising out of or relating to this Indenture (including the Note Guarantees) or the Notes, as the case may be, may be instituted in any Federal or state court sitting in the City of New York and County of New York and in the courts of its own corporate domicile, in respect of actions brought against it as a defendant,

(ii) waives to the fullest extent permitted by applicable law, any objection which it may now or hereafter have to the laying of venue of any such suit, action or proceeding, any claim that any suit, action or proceeding in such a court has been brought in an inconvenient forum, and the right to any other jurisdiction to which it may be entitled, on account of place of residence or domicile,

(iii) irrevocably submits to the jurisdiction of such courts in any suit, action or proceeding,

(iv) agrees that final judgment in any such suit, action or proceeding brought in such a court shall be conclusive and binding may be enforced in the courts of the jurisdiction of which it is subject by a suit upon judgment, and

(v) agrees that service of process by mail to the addresses specified herein shall constitute personal service of such process on it in any such suit, action or proceeding.

(c) The Issuer and the Note Guarantors (other than CEMEX Corp. and CEMEX Finance LLC) have appointed CEMEX NY Corporation, 590 Madison Avenue, 27th Floor, New York, NY 10022, as its authorized agent (the "Authorized Agent") upon whom all writs, process and summonses may be served in any suit, action or proceeding arising out of or based upon this Indenture or the Notes which may be instituted in any state or federal court in the City of New York and County of New York. The Issuer and the Note Guarantors (other than CEMEX Corp. and CEMEX Finance LLC) hereby represent and warrant that the Authorized Agent has accepted such appointment and has agreed to act as said agent for service of process, and the Issuer and the Note Guarantors (other than CEMEX Corp. and CEMEX Finance LLC) agree to take any and all action, including the filing of any and all documents, that may be necessary to continue each such appointment in full force and effect as aforesaid so long as the Notes remain outstanding. The Issuer and the Note Guarantors (other than CEMEX Corp. and CEMEX Finance LLC) agree that the appointment of the Authorized Agent shall be irrevocable so long as any of the Notes remain outstanding or until the irrevocable appointment by the Issuer and the Note Guarantors (other than CEMEX Corp. and CEMEX Finance LLC) of a successor agent in the City of New York, New York as each of their authorized agent for such purpose and the acceptance of such appointment by such successor. Service of process upon the Authorized Agent shall be deemed, in every respect, effective service of process upon the Issuer and the Note Guarantors (other than CEMEX Corp. and CEMEX Finance LLC).

(d) To the extent that any of the Issuer and the Note Guarantors have or hereafter may acquire any immunity (sovereign or otherwise) from any legal action, suit or proceeding, from jurisdiction of any court or from set-off or any legal process (whether service or notice, attachment in aid or otherwise) with respect to itself or any of its property, the Issuer and the Note Guarantors hereby irrevocably waive and agree not to plead or claim such immunity in respect of their obligations under this Indenture or the Notes.

(e) Nothing in this Section 12.7 shall affect the right of the Trustee or any Holder of the Notes to serve process in any other manner permitted by law.

Section 12.8 [Reserved].

Section 12.9 No Recourse Against Others. An incorporator, director, officer, employee, stockholder or controlling person, as such, of the Issuer or any Note Guarantor shall not have any liability for any obligations of the Issuer or any Note Guarantor under the Notes or this Indenture or for any claims based on, in respect of or by reason of such obligations or their creation. By accepting a Note, each Holder shall waive and release all such liability.

Section 12.10 Successors. All agreements of the Issuer and any Note Guarantor in this Indenture and the Notes shall bind their respective successors. All agreements of the Trustee in this Indenture shall bind its successors.

Section 12.11 Duplicate and Counterpart Originals. The parties may sign any number of copies of this Indenture. One signed copy is enough to prove this Indenture. This Indenture may be executed in any number of counterparts, each of which so executed shall be an original, but all of them together represent the same agreement. Signatures of the parties hereto transmitted by facsimile or pdf shall be deemed to be their original signatures for all purposes.

Section 12.12 Severability. In case any provision in this Indenture or in the Notes shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 12.13 [Reserved].

Section 12.14 Currency Indemnity.

(a) U.S. Legal Tender is the sole currency of account and payment for all sums payable by the Issuer and any Note Guarantor under or in connection with the Notes or this Indenture, including damages. Any amount received or recovered in currency other than U.S. Legal Tender in respect of the Notes (whether as a result of, or of the enforcement of, a judgment or order of a court of any jurisdiction, in the winding-up or dissolution of the Issuer, a Note Guarantor or any Subsidiary of the Issuer or otherwise) by any Holder of the Notes in respect of any sum expressed to be due to it from the Issuer or any Note Guarantor shall only constitute a discharge of them under the Notes and this Indenture only to the extent of the U.S. Legal Tender amount which the recipient is able to purchase with the amount so received or recovered in that other currency on the date of that receipt or recovery (or, if it is not practicable to make that purchase on that date, on the first date on which it is practicable to do so). If that U.S. Legal Tender amount is less than the U.S. Legal Tender amount expressed to be due to the recipient under the Notes or this Indenture, the Issuer and the Note Guarantors shall jointly and severally indemnify and hold harmless the recipient, to the greatest extent permitted by law, against any loss or cost sustained by it in making any such purchase. For the purposes of this Section 12.14, it will be sufficient for the Holder of a Note to certify that it would have suffered a loss had an actual purchase of U.S. Legal Tender been made with the amount so received in that other currency on the date of receipt or recovery (or, if a purchase of U.S. Legal Tender on such date had not been practicable, on the first date on which it would have been practicable).

(b) The indemnities of the Issuer and the Note Guarantors contained in this Section 12.14, to the extent permitted by law: (i) constitute a separate and independent obligation from the other obligations of the Issuer and the Note Guarantors under this Indenture and the Notes; (ii) shall give rise to a separate and independent cause of action against the Issuer and the Note Guarantors; (iii) shall apply irrespective of any waiver granted by any Holder of the Notes or the Trustee from time to time; and (iv) shall continue in full force and effect notwithstanding any other judgment, order, claim or proof of claim for a liquidated amount in respect of any sum due under the Notes or this Indenture or any other judgment or order.

Section 12.15 Table of Contents; Headings. The table of contents and headings of the Articles and Sections of this Indenture have been inserted for convenience of reference only, are not intended to be considered a part hereof and shall not modify or restrict any of the terms or provisions hereof.

Section 12.16 USA PATRIOT Act. The parties hereto acknowledge that, in accordance with Section 326 of the USA PATRIOT Act (Title III of Pub. L. 107-56 (signed into law on October 26, 2001)) (as amended, modified or supplemented from time to time, the "USA PATRIOT Act"), the Trustee, like all financial institutions, is required to obtain, verify, and record information that identifies each person or legal entity that opens an account. The parties to this Agreement agree that they will provide the Trustee with such information as the Trustee may request in order for the Trustee to satisfy the requirements of the USA PATRIOT Act.

[Signature page follows]

IN WITNESS WHEREOF, the parties have caused this Indenture to be duly executed as of the date first written above.

CEMEX, S.A.B de C.V.,
as Issuer

By: /s/ Fernando Jose Reiter Landa
Name: Fernando Jose Reiter Landa
Title: Attorney-in-fact

EACH OF THE NOTE GUARANTORS LISTED BELOW

CEMEX Concretos, S.A. de C.V.

By: /s/ Fernando Jose Reiter Landa
Name: Fernando Jose Reiter Landa
Title: Attorney-in-fact

By: /s/ Jaime Armando Chapa Gonzalez
Name: Jaime Armando Chapa Gonzalez
Title: Attorney-in-fact

CEMEX España, S.A.

By: /s/ Fernando Jose Reiter Landa
Name: Fernando Jose Reiter Landa
Title: Attorney-in-fact

Cemex Asia B.V.

By: /s/ Fernando Jose Reiter Landa
Name: Fernando Jose Reiter Landa
Title: Attorney-in-fact

CEMEX Corp.

By: /s/ Fernando Jose Reiter Landa
Name: Fernando Jose Reiter Landa
Title: Attorney-in-fact

CEMEX Finance LLC

By: /s/ Fernando Jose Reiter Landa
Name: Fernando Jose Reiter Landa
Title: Attorney-in-fact

Cemex Africa & Middle East Investments B.V.

By: /s/ Fernando Jose Reiter Landa
Name: Fernando Jose Reiter Landa
Title: Attorney-in-fact

CEMEX France Gestion (S.A.S.)

By: /s/ Fernando Jose Reiter Landa
Name: Fernando Jose Reiter Landa
Title: Attorney-in-fact

Cemex Research Group AG

By: /s/ Fernando Jose Reiter Landa
Name: Fernando Jose Reiter Landa
Title: Attorney-in-fact

CEMEX UK

By: /s/ Fernando Jose Reiter Landa
Name: Fernando Jose Reiter Landa
Title: Attorney-in-fact

THE BANK OF NEW YORK MELLON,
as Trustee

By: /s/ Teresa H. Wyszomierski
Name: Teresa H. Wyszomierski
Title: Vice Presidend

[Signature Page to Indenture]

SCHEDULE I

NOTE GUARANTORS

1. CEMEX Concretos, S.A. de C.V. (Mexico)
2. CEMEX España, S.A. (Spain)
3. Cemex Asia B.V. (the Netherlands)
4. CEMEX Corp. (Delaware)
5. CEMEX Finance LLC (Delaware)
6. Cemex Africa & Middle East Investments B.V. (the Netherlands)
7. CEMEX France Gestion (S.A.S.) (France)
8. Cemex Research Group AG (Switzerland)
9. CEMEX UK (United Kingdom)

FORM OF NOTE

[Include the following legend for Global Notes only:

"THIS IS A GLOBAL NOTE WITHIN THE MEANING OF THE INDENTURE REFERRED TO HEREINAFTER.

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION ("DTC"), NEW YORK, NEW YORK, TO THE ISSUER OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

TRANSFERS OF THIS GLOBAL SECURITY SHALL BE LIMITED TO TRANSFERS IN WHOLE, BUT NOT IN PART, TO NOMINEES OF DTC OR TO A SUCCESSOR THEREOF OR SUCH SUCCESSOR'S NOMINEE AND TRANSFERS OF PORTIONS OF THIS GLOBAL SECURITY SHALL BE LIMITED TO TRANSFERS MADE IN ACCORDANCE WITH THE RESTRICTIONS SET FORTH IN THE INDENTURE REFERRED TO ON THE REVERSE HEREOF."]

[Include the following legend on all Notes that are Restricted Notes:

"THE NOTES EVIDENCED HEREBY HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND [Include the following on all Regulation S Notes that are Restricted Notes: , PRIOR TO THE EXPIRATION OF THE 40-DAY DISTRIBUTION COMPLIANCE PERIOD (AS DEFINED IN REGULATION S UNDER THE SECURITIES ACT),] MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED EXCEPT (A) (1) TO CEMEX, S.A.B. DE C.V., (2) TO A PERSON WHO THE SELLER REASONABLY BELIEVES IS A QUALIFIED INSTITUTIONAL BUYER WITHIN THE MEANING OF RULE 144A UNDER THE SECURITIES ACT PURCHASING FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER IN A TRANSACTION MEETING THE REQUIREMENTS OF RULE 144A AND TO WHOM NOTICE IS GIVEN THAT THE TRANSFER IS MADE IN RELIANCE ON RULE 144A, (3) IN AN OFFSHORE TRANSACTION COMPLYING WITH RULE 903 OR RULE 904 OF REGULATION S UNDER THE SECURITIES ACT, (4) PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT (IF AVAILABLE), OR (5) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT AND (B) IN ACCORDANCE WITH ALL APPLICABLE SECURITIES

LAWS OF THE STATES OF THE UNITED STATES. THIS LEGEND CAN ONLY BE REMOVED AT THE OPTION OF THE ISSUER.]

[*Include the following on all Regulation S Notes that are Restricted Notes:* PRIOR TO THE EXPIRATION OF THE 40-DAY DISTRIBUTION COMPLIANCE PERIOD (AS DEFINED IN REGULATION S UNDER THE SECURITIES ACT),] EACH PERSON ACQUIRING AN OWNERSHIP INTEREST IN THE NOTES (1) SHALL BE DEEMED TO REPRESENT AND WARRANT THAT IT EITHER (A) IS A "QUALIFIED INSTITUTIONAL BUYER" (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT), (B) IS NOT A U.S. PERSON (AS DEFINED IN REGULATION S UNDER THE SECURITIES ACT) AND IS OUTSIDE THE UNITED STATES OR (C) IS ACQUIRING SUCH OWNERSHIP INTEREST PURSUANT TO A VALID REGISTRATION STATEMENT OR IN ANOTHER TRANSACTION EXEMPT FROM SUCH REGISTRATION; (2) AGREES THAT [*Include the following on all Regulation S Notes that are Restricted Notes:* PRIOR TO THE EXPIRATION OF THE 40-DAY DISTRIBUTION COMPLIANCE PERIOD (AS DEFINED IN REGULATION S UNDER THE SECURITIES ACT),] (X) IT WILL NOT RESELL OR OTHERWISE TRANSFER THIS NOTE EXCEPT IN ACCORDANCE WITH THE FOREGOING RESTRICTIONS, AND IN ANY CASE IN COMPLIANCE WITH ALL APPLICABLE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES AND ANY OTHER APPLICABLE JURISDICTION; (Y) PRIOR TO SUCH TRANSFER, IT WILL FURNISH TO THE BANK OF NEW YORK MELLON, AS TRUSTEE (OR A SUCCESSOR TRUSTEE, AS APPLICABLE), SUCH CERTIFICATIONS, LEGAL OPINIONS OR OTHER INFORMATION AS THE TRUSTEE MAY REASONABLY REQUIRE TO CONFIRM THAT SUCH TRANSFER IS BEING MADE PURSUANT TO AN EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND (Z) IT WILL DELIVER TO EACH PERSON TO WHOM THIS SECURITY IS TRANSFERRED A NOTICE SUBSTANTIALLY TO THE EFFECT OF THIS LEGEND. AS USED HEREIN, THE TERMS "UNITED STATES", "U.S. PERSON" AND "OFFSHORE TRANSACTION" HAVE THE MEANINGS GIVEN TO THEM BY REGULATION S UNDER THE SECURITIES ACT."]

[Include the following legend on all Notes as the Mexican law legend:

"THE NOTES EVIDENCED HEREBY HAVE NOT BEEN AND WILL NOT BE REGISTERED WITH THE NATIONAL SECURITIES REGISTRY (REGISTRO NACIONAL DE VALORES) MAINTAINED BY THE MEXICAN NATIONAL BANKING AND SECURITIES COMMISSION (COMISIÓN NACIONAL BANCARIA Y DE VALORES), AND THEREFORE MAY NOT BE OFFERED OR SOLD PUBLICLY IN MEXICO, EXCEPT THAT THE NOTES MAY BE OFFERED IN MEXICO TO INVESTORS THAT QUALIFY AS INSTITUTIONAL AND QUALIFIED INVESTORS PURSUANT TO THE PRIVATE PLACEMENT EXEMPTION SET FORTH UNDER ARTICLE 8 OF THE MEXICAN SECURITIES MARKET LAW (LEY DEL MERCADO DE VALORES)."]

FORM OF FACE OF NOTE

3.875% Senior Secured Notes due 2031

No. ____ Principal Amount U.S.$ _____

[If the Note is a Global Note include the following two lines: as revised by the Schedule of Increases and Decreases in Global Note attached hereto]

CUSIP NO. _____[1]

ISIN NO. _____[2]

CEMEX, S.A.B. de C.V., a publicly traded variable stock corporation (*sociedad anónima bursátil de capital variable*) organized under the laws of the United Mexican States (together with its successors and assigns, the "Issuer"), promises to pay to Cede & Co., or registered assigns, the principal sum of [ ] U.S. Dollars [*If the Note is a Global Note, add the following*, as revised by the Schedule of Increases and Decreases in Global Note attached hereto], on July 11, 2031.

Interest Payment Dates: January 11 and July 11 of each year, commencing on July 11, 2021.

Record Dates: December 27 and June 26.

1 CUSIP No. for Rule 144A Note: 151290 BZ5; CUSIP No. for Regulation S Note: P2253T JR1.

2 ISIN No. for Rule 144A Note: US151290BZ57; ISIN No. for Regulation S Note: USP2253TJR16.

Additional provisions of this Note are set forth on the other side of this Note.

CEMEX, S.A.B. de C.V.

By: _____
Name:
Title:

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

THE BANK OF NEW YORK MELLON
as Trustee, certifies that this is one of the Notes referred to in the Indenture.

By: _____ Date: _____
Authorized Signatory

FORM OF REVERSE SIDE OF NOTE

3.875% Senior Secured Notes due 2031

Capitalized terms used but not defined herein shall have the meanings assigned to them in the Indenture referred to below unless otherwise indicated.

1. Interest

CEMEX, S.A.B. de C.V., a publicly traded variable stock corporation (*sociedad anónima bursátil de capital variable*) organized under the laws of the United Mexican States (together with its successors and assigns, the "Issuer"), promises to pay interest on the principal amount of this Note at the rate per annum shown above.

The Issuer will pay interest semiannually in arrears on each Interest Payment Date of each year commencing on July 11, 2021; *provided*, that if any such Interest Payment Date is not a Business Day, then such payment shall be made on the next succeeding Business Day. Interest on the Notes will accrue from the most recent date to which interest has been paid on the Notes or, if no interest has been paid, from January 12, 2021; *provided*, that if there is no existing Default or Event of Default on the payment of interest, and if this Note is authenticated between a Record Date referred to on the face hereof and the next succeeding Interest Payment Date (but after January 12, 2021), interest shall accrue from such next succeeding Interest Payment Date, except in the case of the original issuance of Notes, in which case interest shall accrue from January 12, 2021. The Issuer shall pay interest (including post-petition interest in any proceeding under any Bankruptcy Law) on overdue principal at the then applicable interest rate on the Notes to the extent lawful; it shall pay interest (including post-petition interest in any proceeding under any Bankruptcy Law) on overdue installments of interest ("Defaulted Interest"), without regard to any applicable grace period, at the same rate to the extent lawful. Interest will be computed on the basis of a 360-day year of twelve 30-day months. Each interest period shall end on (but not include) the relevant interest payment date.

All payments made by the Issuer in respect of the Notes will be made free and clear of and without deduction or withholding for or on account of any Taxes imposed or levied by or on behalf of any Taxing Jurisdiction, unless such withholding or deduction is required by law or by the interpretation or administration thereof. In that event, the Issuer will pay to each Holder of the Notes Additional Amounts as provided in the Indenture subject to the limitations set forth in the Indenture.

2. Method of Payment

By at least 10:00 a.m. New York City time on the Business Day prior to the date on which any principal of or interest on any Note is due and payable, the Issuer shall irrevocably deposit with the Trustee or the Paying Agent money sufficient to pay such principal and/or interest. The Issuer will pay interest (except Defaulted Interest) on the applicable Interest Payment Date to the Persons who are registered Holders of Notes at the close of business on the Record Date preceding the Interest Payment Date even if Notes are canceled, repurchased or redeemed after the Record Date and on or before the relevant Interest Payment Date, except as provided in Section 2.13 of the Indenture with respect to Defaulted Interest. Holders must surrender Notes to a Paying Agent to collect principal payments. The Issuer will pay principal and interest in U.S. Legal Tender.

Payments in respect of Notes represented by a Global Note (including principal and interest) will be made by the transfer of immediately available funds to the accounts specified by DTC. The Issuer will make all payments in respect of a Certificated Note (including principal and interest) by mailing a check to the registered address of each registered Holder thereof as set forth in the Note Register; *provided*, *however*, that payments on the Notes may also be made, in the case of a Holder of at least U.S.$10,000,000 aggregate principal amount of Notes, by wire transfer to a U.S. dollar account maintained by the payee with a bank in the United States if such Holder elects payment by wire transfer by giving written notice to the Trustee or the Paying Agent to such effect designating such account no later than 10 days immediately preceding the relevant due date for payment (or such other date as the Trustee may accept in its discretion).

3. Paying Agent and Registrar

Initially, The Bank of New York Mellon, the Trustee under the Indenture, will act as Trustee, Paying Agent and Registrar. The Issuer may appoint and change any Paying Agent, Registrar or co-Registrar without notice to any Holder. The Issuer, any Note Guarantor or any of their respective Affiliates may act as Paying Agent, Registrar or co-Registrar.

4. Indenture

The Issuer issued the Notes under an Indenture, dated as of January 12, 2021 (as it may be amended or supplemented from time to time in accordance with the terms thereof, the "Indenture"), among the Issuer, the Note Guarantors and the Trustee. The terms of the Notes include those stated in the Indenture. The Notes are subject to all such terms, and Holders are referred to the Indenture for a statement of those terms. Each Holder, by accepting a Note, agrees to be bound by all of the terms and provisions of the Indenture, as amended or supplemented from time to time.

The Notes are general senior obligations, which are secured by a first priority security interest in the Collateral on an equal and ratable basis with the other Permitted Secured Obligations, subject to the Collateral release provisions set forth in the Intercreditor Agreement. U.S.$1,750,000,000 in aggregate principal amount of Notes will be issued on the Issue Date. Subject to the conditions set forth in the Indenture and without the consent of the Holders, the Issuer may issue Additional Notes. All Notes will be treated as a single series of securities under the Indenture. The Indenture imposes certain limitations on, among other things, the ability of the Issuer and its Restricted Subsidiaries to: Incur Indebtedness, make Restricted Payments, incur Liens, designate Unrestricted Subsidiaries, make Asset Sales, enter into transactions with Affiliates, or consolidate or merge or transfer or convey all or substantially all of the Issuer's assets.

To guarantee the due and punctual payment of the principal of (and premium, if any) and interest on the Notes and all other amounts payable by the Issuer under the Indenture and the Notes when and as the same shall be due and payable, whether at maturity, by acceleration or otherwise, according to the terms of the Notes and the Indenture, the Note Guarantors have unconditionally guaranteed, jointly and severally, such obligations pursuant to the terms of the Indenture. Each Note Guarantee will be subject to release as provided in the Indenture.

The obligations of each Note Guarantor in respect of its Note Guarantee will be limited to the maximum amount as will, after giving effect to all other contingent and fixed liabilities of such Note Guarantor and after giving effect to any collections from or payments made by or on behalf of any other Note Guarantor in respect of the obligations of such other Note Guarantor under its Note Guarantee or pursuant to its contribution obligations under the Indenture, result in the obligations of such Note Guarantor under its Note Guarantee not constituting a fraudulent conveyance, fraudulent transfer, or similar illegal transfer under federal or state law or the law of the jurisdiction or formation and incorporation of such Note Guarantors.

5. Optional Redemption

Except as stated below, the Issuer may not redeem the Notes. Any redemption and notice may, in the Issuer's discretion, be subject to the satisfaction of one or more conditions precedent. The Issuer may redeem the Notes, at its option, in whole at any time or in part from time to time, on and after July 11, 2026, at the following redemption prices, expressed as percentages of the principal amount thereof, if redeemed during the twelve-month period commencing on July 11 of any year set forth below, plus any accrued and unpaid interest on the principal amount of the Notes, if any, to, but not including, the date of redemption:

Year	Percentage
2026	101.938%
2027	101.292%
2028	100.646%
2029 and thereafter	100.000%

provided, however, that the Issuer shall not have the right to exercise any such optional redemption at any time when the Issuer is prohibited from having such an option under the 2017 Facilities Agreement.

Prior to July 11, 2026, the Issuer will have the right, at its option, to redeem any of the Notes, in whole or in part, at any time or from time to time prior to their maturity at a redemption price equal to the greater of (1) 100% of the principal amount of such Notes and (2) the sum of the present value of the redemption price of the Notes to be redeemed at July 11, 2026 (such redemption price being set forth in the table appearing above, the "First Call Date") plus each remaining scheduled payment of interest thereon during the period between the redemption date and the First Call Date (exclusive of interest accrued to, but not including, the date of redemption), in each case, discounted to the Redemption Date on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate (as defined below) plus 50 basis points (the "Make-Whole Amount"), plus, in each case any accrued and unpaid interest on the principal amount of the Notes, if any, to, but not including, the date of redemption, *provided, however,* that the Issuer shall not have the right to exercise any such optional redemption at any time when the Issuer is prohibited from having such an option under the 2017 Facilities Agreement.

"Treasury Rate" means, with respect to any Redemption Date, the rate per annum equal to the semi-annual equivalent yield to maturity or interpolated maturity (on a day count basis) of the Comparable Treasury Issue (as defined below), assuming a price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price (as defined below) for such Redemption Date.

"Comparable Treasury Issue" means the United States Treasury security or securities selected by an Independent Investment Banker (as defined below) as having an actual or interpolated maturity that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of a maturity through the First Call Date.

"Comparable Treasury Price" means, with respect to any Redemption Date (1) the average of the Reference Treasury Dealer Quotations (as defined below) for such Redemption Date, after excluding the highest and lowest such Reference Treasury Dealer Quotation or (2) if the Independent Investment Banker or Issuer obtains fewer than four such Reference Treasury Dealer Quotations, the average of all such quotations.

"Independent Investment Banker" means one of the Reference Treasury Dealers (as defined below) appointed by the Issuer.

"Reference Treasury Dealer" means any one of BNP Paribas Securities Corp., Citigroup Global Markets Inc. and J.P. Morgan Securities LLC or their respective affiliates which are primary United States government securities dealers and not less than two other leading primary United States government securities dealers in New York City reasonably designated by the Issuer; *provided*, *however*, that if any of the foregoing shall cease to be a primary United States government securities dealer in New York City (a "Primary Treasury Dealer"), the Issuer will substitute therefore another Primary Treasury Dealer.

"Reference Treasury Dealer Quotation" means, with respect to each Reference Treasury Dealer and any Redemption Date, the average, as determined by the Independent Investment Banker or Issuer in good faith, of the bid and asked price for the Comparable Treasury Issue (expressed in each case as a percentage of its principal amount) quoted in writing to the Independent Investment Banker or Issuer by such Reference Treasury Dealer at 3:30 p.m. New York time on the third business day preceding such Redemption Date.

Optional Redemption upon Equity Offerings. At any time, or from time to time, on or prior to July 11, 2024, the Issuer may, at its option, use the net cash proceeds of one or more Equity Offerings to redeem in the aggregate up to 35% of the aggregate principal amount of the Notes issued pursuant to the Indenture at a redemption price equal to 103.875% of the principal amount thereof plus any accrued and unpaid interest on the principal amount of the Notes, if any, to, but not including, the date of redemption; *provided*, that:

(a) after giving effect to any such redemption at least 65% of the aggregate principal amount of the Notes issued under the Indenture remains outstanding; and

(b) the Issuer shall make such redemption not more than 90 days after the consummation of such Equity Offering;

provided, however, that the Issuer shall not have the right to exercise any such optional redemption at any time when the Issuer is prohibited from exercising such an option under the 2017 Facilities Agreement.

"Equity Offering" means any public or private sale of Qualified Capital Stock after the Issue Date for cash other than issuances to any Subsidiary of the Issuer.

Optional Redemption for Changes in Withholding Taxes. If, as a result of any amendment to, or change in, the laws (or any rules or regulations thereunder) of a Taxing Jurisdiction affecting taxation, or any amendment to or change in an official interpretation or application of such laws, rules or regulations that has a general effect, which amendment to or change of such laws, rules or regulations becomes effective on or after the Issue Date (which, in the case of a merger, consolidation or other transaction permitted and described under Article IV shall be treated for this purpose as the date of such transaction), the Issuer or any Note Guarantor would be obligated, after taking all reasonable measures to avoid this requirement, to pay Additional Amounts in excess of those attributable to a withholding tax rate of 10% with respect to the Notes (see "Additional Amounts"), then, at the Issuer's option, all, but not less than all, of the Notes may be redeemed at any time on giving not less than 10 nor more than 60 days' notice, at a redemption price equal to 100% of the outstanding principal amount, plus any accrued and unpaid interest on the principal amount of the Notes, if any, to, but not including, the date of redemption; *provided*, *however*, that (1) no notice of redemption for tax reasons may be given earlier than 90 days prior to the earliest date on which the Issuer or any Note Guarantor would be obligated to pay these Additional Amounts if a payment on the Notes were then due, and (2) at the time such notice of redemption is given such obligation to pay such Additional Amounts remains in effect; *provided, further, however*, that the Issuer shall not have the right to exercise any such optional redemption at any time when the Issuer is prohibited from having such an option under the 2017 Facilities Agreement.

Prior to the publication of any notice of redemption pursuant to this provision, the Issuer will deliver to the Trustee:

(a) an Officer's Certificate stating that the Issuer is entitled to effect the redemption and setting forth a statement of facts showing that the conditions precedent to the Issuer's right to redeem have occurred, and

(b) an opinion of outside legal counsel of recognized standing in the affected Taxing Jurisdiction to the effect that the Issuer has or will become obligated to pay such Additional Amounts as a result of such change or amendment.

This notice, once delivered by the Issuer to the Trustee, will be irrevocable.

In the case of any partial redemption, selection of the Notes for redemption will be made in accordance with Article V of the Indenture. On and after the Redemption Date, interest will cease to accrue on Notes or portions thereof called-for redemption as long as the Issuer has deposited with the Paying Agent funds in satisfaction of the applicable redemption price pursuant to the Indenture.

6. Mandatory Repurchase Provisions

Change of Control Offer. If a Change of Control occurs, each Holder of Notes will have the right to require that the Issuer purchase all or a portion (in integral multiples of U.S.$1,000) of the Holder's Notes at a purchase price equal to 101% of the principal amount thereof, plus accrued and unpaid interest thereon to, but not including the date of purchase, on the terms and conditions set forth in the Indenture. Within 30 days following the date upon which the Change of Control occurred, the Issuer shall make a Change of Control Offer pursuant to a Change of Control Notice. As more fully described in the Indenture, the Change of Control Notice shall state, among other things, the Change of Control Payment Date, which must be no earlier than 30 days nor later than 60 days from the date the notice is electronically sent or mailed, other than as may be required by applicable law.

Asset Sale Offer. The Indenture imposes certain limitations on the ability of the Issuer and its Restricted Subsidiaries to make Asset Sales. In the event the proceeds from a permitted Asset Sale exceed certain amounts and are not applied as specified in the Indenture, the Issuer will be required to make an Asset Sale Offer to purchase to the extent of such remaining proceeds each Holder's Notes together with holders of certain other Indebtedness at 100% of the principal amount thereof, plus accrued interest (if any) to the Asset Sale Offer Payment Date, as more fully set forth in the Indenture.

7. Denominations; Transfer; Exchange

The Notes are in fully registered form without coupons, and only in denominations of principal amount of U.S.$200,000 and in integral multiples of U.S.$1,000 in excess thereof. A Holder may transfer or exchange Notes in accordance with the Indenture. The Registrar may require a Holder, among other things, to furnish appropriate endorsements or transfer documents and to pay any taxes and fees required by law or permitted by the Indenture. The Registrar shall not be required to register the transfer or exchange of (x) any Note for a period beginning 15 days before an Interest Payment Date and ending on such Interest Payment Date and (y) any Note selected for repurchase or redemption, except the unrepurchased or unredeemed portion thereof, if any.

8. Persons Deemed Owners

The registered holder of this Note may be treated as the owner of it for all purposes.

9. Unclaimed Money

If money for the payment of principal or interest remains unclaimed for two years, the Trustee or Paying Agent shall pay the money back to the Issuer at its request unless an abandoned property law designates another Person. After any such payment, Holders entitled to the money must look only to the Issuer and not to the Trustee for payment.

10. Discharge Prior to Redemption or Maturity

Subject to certain conditions set forth in the Indenture, the Issuer at any time may terminate some or all of its obligations under the Notes and the Indenture if the Issuer deposits with the Trustee U.S. Legal Tender or U.S. Government Obligations for the payment of principal of and interest on the Notes to redemption or maturity, as the case may be.

11. Amendment, Waiver

Subject to certain exceptions set forth in the Indenture, (i) the Indenture or the Notes may be amended or supplemented with the written consent of the Holders of at least a majority in principal amount of the then Outstanding Notes and (ii) any default (other than with respect to nonpayment or in respect of a provision that cannot be amended or supplemented without the written consent of each Holder affected) or noncompliance with any provision may be waived with the written consent of the Holders of a majority in aggregate principal amount of the then Outstanding Notes. Subject to certain exceptions set forth in the Indenture, without the consent of any Holder, the Issuer and the Trustee may amend or supplement the Indenture or the Notes to, among other things, cure any ambiguity, omission, defect or inconsistency, or to comply with Article IV of the Indenture, or to provide for uncertificated Notes in addition to or in place of certificated Notes, or to add guarantees with respect to the Notes or to secure the Notes, or to add additional covenants or surrender rights and powers conferred on the Issuer or the Note Guarantors, or to make any change that does not adversely affect the rights of any Holder, or to provide for the issuance of Additional Notes.

12. Defaults and Remedies

If an Event of Default occurs and is continuing, the Trustee or the Holders of at least 25% in principal amount of the Outstanding Notes may declare all the Notes to be due and payable immediately. A Bankruptcy Event of Default will result in the Notes being due and payable immediately upon the occurrence of such Bankruptcy Event of Default.

Holders may not enforce the Indenture or the Notes except as provided in the Indenture. The Trustee may refuse to enforce the Indenture or the Notes unless it receives reasonable indemnity or security. Subject to certain limitations, Holders of a majority in principal amount of the Outstanding Notes may direct the Trustee in its exercise of any trust or power. The Trustee may withhold from Holders notice of any continuing Default or Event of Default (except a Default or Event of Default in payment of principal or interest) if it determines that withholding notice is in their interest.

13. Trustee Dealings with the Issuer and the Note Guarantors

Subject to certain limitations set forth in the Indenture, the Trustee under the Indenture, in its individual or any other capacity, may become the owner or pledgee of Notes and may otherwise deal with and collect obligations owed to it by the Issuer, any Note Guarantor or its Affiliates and may otherwise deal with the Issuer, any Note Guarantor or its Affiliates with the same rights it would have if it were not Trustee.

14. No Recourse Against Others

An incorporator, director, officer, employee, stockholder or controlling person, as such, of the Issuer or any Note Guarantor shall not have any liability for any obligations of the Issuer or any Note Guarantor under the Notes or the Indenture or for any claims based on, in respect of or by reason of such obligations or their creation. By accepting a Note, each holder waives and releases all such liability.

15. Authentication

Any Officer of the Issuer may sign the Notes for the Issuer by manual, facsimile or electronic signature. This Note shall not be valid until an authorized signatory of the Trustee (or an Authenticating Agent) electronically or manually signs the certificate of authentication on the other side of this Note.

16. Abbreviations

Customary abbreviations may be used in the name of a Holder or an assignee, such as TEN COM (= tenants in common), TEN ENT (= tenants by the entirety), JT TEN (= joint tenants with rights of survivorship and not as tenants in common), CUST (=custodian) and U/G/M/A (= Uniform Gift to Minors Act).

17. CUSIP Number

Pursuant to a recommendation promulgated by the Committee on Uniform Security Identification Procedures the Issuer has caused CUSIP or other similar numbers to be printed on the Notes and has directed the Trustee to use CUSIP number in notices of redemption as a convenience to Holders. No representation is made as to the accuracy of such numbers either as printed on the Notes or as contained in any notice of redemption and reliance may be placed only on the other identification numbers placed thereon.

18. Governing Law

This Note shall be governed by, and construed in accordance with, the laws of the State of New York.

19. Currency of Account; Conversion of Currency.

U.S. Legal Tender is the sole currency of account and payment for all sums payable by the Issuer and the Note Guarantors under or in connection with the Notes or the Indenture, including damages. The Issuer and the Note Guarantors will indemnify the Holders as provided in respect of the conversion of currency relating to the Notes and the Indenture.

20. Agent for Service; Submission to Jurisdiction; Waiver of Immunities.

The Issuer and the Note Guarantors have agreed that any suit, action or proceeding against the Issuer or any Note Guarantor brought by any Holder or the Trustee arising out of or based upon the Indenture or the Notes may be instituted in any state or federal court in the City of New York and County of New York and in the courts of their respective corporate domiciles, in respect of actions brought against them as defendants. The Issuer and the Note Guarantors have irrevocably submitted to the jurisdiction of such courts for such purpose and waived, to the fullest extent permitted by law, trial by jury and any objection they may now or hereafter have to the laying of venue of any such proceeding, and any claim they may now or hereafter have that any proceeding in any such court is brought in an inconvenient forum and the right to any other jurisdiction. The Issuer and the Note Guarantors (other than CEMEX Corp. and CEMEX Finance LLC) have appointed CEMEX NY Corporation, 590 Madison Avenue, 27th Floor, New York, NY 10022, as each of their authorized agent upon whom all writs, process and summonses may be served in any suit, action or proceeding arising out of or based upon the Indenture or the Notes which may be instituted in any state or federal court in the City of New York and County of New York. To the extent that any of the Issuer and the Note Guarantors have or hereafter may acquire any immunity (sovereign or otherwise) from any legal action, suit or proceeding, from jurisdiction of any court or from set-off or any legal process (whether service or notice, attachment in aid or otherwise) with respect to itself or any of its property, the Issuer and the Note Guarantors have irrevocably waived and agreed not to plead or claim such immunity in respect of its obligations under the Indenture or the Notes.

The Issuer will furnish to any Holder upon written request and without charge to the Holder a copy of the Indenture which has in it the text of this Note in larger type. Requests may be made to:

CEMEX, S.A.B. de C.V.
Avenida Ricardo Margáin Zozaya #325
Colonia Valle del Campestre
San Pedro Garza García, Nuevo León, México 66265
Tel: +5281-8888-8888

ASSIGNMENT FORM

To assign this Note, fill in the form below:

I or we assign and transfer this Note to

_____

(Print or type assignee's name, address and zip code)

_____

(Insert assignee's soc. sec. or tax I.D. No.)

and irrevocably appoint _____ as agent to transfer this Note on the books of the Issuer. The agent may substitute another to act for him.

Date: _____ Your Signature:_____

Signature Guarantee: _____

(Signature must be guaranteed)

Sign exactly as your name appears on the other side of this Note.

The signature(s) should be guaranteed by an eligible guarantor institution (banks, stockbrokers, savings and loan associations and credit unions with membership in an approved signature guarantee medallion program), pursuant to Exchange Act Rule 17Ad-15.

To be attached to Global Notes only:

SCHEDULE OF INCREASES OR DECREASES IN GLOBAL NOTE

The following increases or decreases in this Global Note have been made:

Date of Exchange	Amount of decrease in Principal Amount of this Global Note	Amount of increase in Principal Amount of this Global Note	Principal Amount of this Global Note following such decrease or increase	Signature of authorized signatory of Trustee or Note Custodian

OPTION OF HOLDER TO ELECT PURCHASE

If you want to elect to have this Note purchased by the Issuer pursuant to Section 3.8 or Section 3.12 of the Indenture, check either box:

☐ **Section 3.8** ☐ **Section 3.12**

If you want to elect to have only part of this Note purchased by the Issuer pursuant to Section 3.12 of the Indenture, state the principal amount (which must be in minimum denominations of U.S.$200,000 and in an integral multiple of U.S.$1,000): U.S.$

Date: _____ Your Signature_____
(Sign exactly as your name appears on the other side of the Note)

Signature Guarantee: _____
(Signature must be guaranteed)

The signature(s) should be guaranteed by an eligible guarantor institution (banks, stockbrokers, savings and loan associations and credit unions with membership in an approved signature guarantee medallion program), pursuant to Exchange Act Rule 17Ad-15.

EXHIBIT B

FORM OF CERTIFCATION FOR TRANSFER PURSUANT TO REGULATION S

[Date]

The Bank of New York Mellon
240 Greenwich Street, Floor 7 East
New York, NY 10286
Attention: International Corporate Trust

Re: 3.875% Senior Secured Notes due 2031 (the "Notes") of CEMEX, S.A.B. de C.V. (the "Issuer")

Ladies and Gentlemen:

Reference is hereby made to the Indenture, dated as of January 12, 2021 (as amended and supplemented from time to time, the "Indenture"), among the Issuer, the Note Guarantors named therein and The Bank of New York Mellon, as Trustee. Capitalized terms used but not defined herein shall have the meanings given them in the Indenture or Regulation S under the Securities Act of 1933, as amended (the "Securities Act"), as the case may be.

In connection with our proposed transfer of U.S.$_____ aggregate principal amount of the Notes, which represent an interest in a Rule 144A Global Note beneficially owned by the undersigned ("Transferor"), we confirm that such transfer has been effected pursuant to and in accordance with Regulation S and, accordingly, we represent that:

(a) the offer of the Notes was not made to a person in the United States;

(b) either (i) at the time the buy order was originated, the transferee was outside the United States or we and any person acting on our behalf reasonably believed that the transferee was outside the United States or (ii) the transaction was executed in, on or through the facilities of a designated off-shore securities market and neither we nor any person acting on our behalf knows that the transaction has been pre-arranged with a buyer in the United States;

(c) no directed selling efforts have been made in the United States in contravention of the requirements of Rule 903(b) or Rule 904(b) of Regulation S, as applicable;

(d) the transaction is not part of a plan or scheme to evade the registration requirements of the Securities Act; and

(e) we are the beneficial owner of the principal amount of Notes being transferred.

In addition, if the transfer is made during a Distribution Compliance Period and the provisions of Rule 904(b)(1) or Rule 904(b)(2) of Regulation S are applicable thereto, we confirm that such transfer has been made in accordance with the applicable provisions of Rule 904(b)(1) or Rule 904(b)(2), as the case may be.

You, the Issuer and the Note Guarantors are entitled to rely upon this letter and are irrevocably authorized to produce this letter or a copy hereof to any interested party in any administrative or legal proceedings or official inquiry with respect to the matters covered hereby.

Very truly yours,

[Name of Transferor]

By: _____

_____
Authorized Signature

Signature Guarantee: _____
(Signature must be guaranteed)

The signature(s) should be guaranteed by an eligible guarantor institution (banks, stockbrokers, savings and loan associations and credit unions with membership in an approved signature guarantee medallion program), pursuant to Exchange Act Rule 17Ad-15.

EXHIBIT C

FORM OF CERTIFICATION FOR TRANSFER PURSUANT TO RULE 144

[Date]

The Bank of New York Mellon
240 Greenwich Street, Floor 7 East
New York, NY 10286
Attention: International Corporate Trust

Re: 3.875% Senior Secured Notes due 2031 (the "Notes") of CEMEX, S.A.B. de C.V. (the "Issuer")

Ladies and Gentlemen:

Reference is hereby made to the Indenture, dated as of January 12, 2021 (as amended and supplemented from time to time, the "Indenture"), among the Issuer, the Note Guarantors named therein and The Bank of New York Mellon, as Trustee. Capitalized terms used but not defined herein shall have the meanings given them in the Indenture.

In connection with our proposed transfer of U.S.$_____ aggregate principal amount of the Notes, which represent an interest in a Rule 144A Global Note beneficially owned by the undersigned ("Transferor"), we confirm that such transfer has been effected pursuant to and in accordance with Rule 144 under the Securities Act.

You, the Issuer and the Note Guarantors are entitled to rely upon this letter and are irrevocably authorized to produce this letter or a copy hereof to any interested party in any administrative or legal proceedings or official inquiry with respect to the matters covered hereby.

Very truly yours,

[Name of Transferor]

By: _____

_____
Authorized Signature

Signature Guarantee: _____
(Signature must be guaranteed)

The signature(s) should be guaranteed by an eligible guarantor institution (banks, stockbrokers, savings and loan associations and credit unions with membership in an approved signature guarantee medallion program), pursuant to Exchange Act Rule 17Ad-15.

EXHIBIT D

FORM OF CERTIFICATION FOR TRANSFER PURSUANT TO RULE 144A

[Date]

The Bank of New York Mellon
240 Greenwich Street, Floor 7 East
New York, NY 10286
Attention: International Corporate Trust

Re: 3.875% Senior Secured Notes due 2031 (the "Notes") of CEMEX, S.A.B. de C.V. (the "Issuer")

Ladies and Gentlemen:

Reference is hereby made to the Indenture, dated as of January 12, 2021 (as amended and supplemented from time to time, the "Indenture"), among the Issuer, the Note Guarantors named therein and The Bank of New York Mellon, as Trustee. Capitalized terms used but not defined herein shall have the meanings given them in the Indenture.

In connection with our proposed transfer of U.S.$_____ aggregate principal amount of the Notes, which represent an interest in a Regulation S Global Note beneficially owned by the undersigned ("Transferor"), we confirm that such transfer has been effected pursuant to and in accordance with Rule 144A under the Securities Act of 1933, as amended, and, accordingly, we represent that the beneficial interest will be transferred to a Person that we reasonably believe is purchasing the beneficial interest for its own account, or for one or more accounts with respect to which such Person exercises sole investment discretion, and such Person and each such account is a "qualified institutional buyer" within the meaning of Rule 144A in a transaction meeting the requirements of Rule 144A and such transfer is in compliance with any applicable blue sky securities laws of any state of the United States.

You, the Issuer and the Note Guarantors are entitled to rely upon this letter and are irrevocably authorized to produce this letter or a copy hereof to any interested party in any administrative or legal proceedings or official inquiry with respect to the matters covered hereby.

Very truly yours,

[Name of Transferor]

By: _____

_____
Authorized Signature

Signature Guarantee: _____
(Signature must be guaranteed)

The signature(s) should be guaranteed by an eligible guarantor institution (banks, stockbrokers, savings and loan associations and credit unions with membership in an approved signature guarantee medallion program), pursuant to Exchange Act Rule 17Ad-15.

EXHIBIT E

"CONSOLIDATED LEVERAGE RATIO" AND RELATED DEFINITIONS

The definition of "Consolidated Leverage Ratio" comes from the 2017 Facilities Agreement, as in effect immediately prior to giving effect to the amendment thereof on May 22, 2020.

"**2019 Amendment Agreement**" means the amendment and restatement agreement in relation to the 2017 Facilities Agreement dated on or about 2 April 2019 between, amongst others, the Borrower and the Agent.

"**2019 Amendment Effective Date**" means the Amendment Effective Date as defined in the 2019 Amendment Agreement.

"**2019 Second Consent Request**" means the consent request entitled "CEMEX, S.A.B. de C.V.: Consent Request addressed to all Creditors under the 2017 Facilities Agreement" dated on or about 4 October 2019.

"**2020 Subordinated Convertible Notes**" means:

(a) the $200,000,000 3.72% subordinated optional convertible securities issued by the Borrower on 13 March 2015 maturing on 15 March 2020; and

(b) the $321,114,000 3.72% subordinated optional convertible securities issued by the Borrower on 28 May 2015 maturing on 15 March 2020.

"**Acceptable Bank**" means:

(a) a bank or financial institution which has a rating for its long-term unsecured and non credit-enhanced debt obligations of BBB or higher by S&P, BBB or higher by Fitch or Baa2 or higher by Moody's or a comparable rating from an internationally recognised credit rating agency;

(b) any other bank or financial institution in a jurisdiction in which a member of the Group conducts commercial operations where such member of the Group, in the ordinary course of trading, subscribes for certificates of deposit issued by such bank or financial institution; or

(c) any other bank or financial institution approved by the Agent.

"**Accession Letter**" means a document substantially in the form set out in Schedule 7 (*Form of Accession Letter*) of the 2017 Facilities Agreement.

"**Accordion Confirmation**" means a confirmation substantially in the form set out in Schedule 16 (*Form of Accordion Confirmation*) of the 2017 Facilities Agreement.

"**Accordion Lender**" has the meaning given to that term in Clause 2.2 (*Accordion*) of the Facilities Agreement.

"**Additional Guarantor**" means a company that becomes an Additional Guarantor in accordance with Clause 28 (*Changes to the Obligors*) of the 2017 Facilities Agreement.

"**Additional Security Provider**" means a company that becomes an Additional Security Provider in accordance with Clause 28 (*Changes to the Obligors*) of the 2017 Facilities Agreement.

"**Adjustment Amount**" means:

(a) for so long as no written notice is provided by the Borrower pursuant to sub-paragraph (b) below, minus 0.10 which constitutes the Borrower's calculation as at the 2019 Amendment Effective Date on an unaudited pro forma basis of the difference between the Consolidated Leverage Ratio (x) calculated on the basis of the accounting principles and practices after the adoption of IFRS 16, calculated using the definitions in the 2017 Facilities Agreement in place as at the date of the 2017 Facilities Agreement, but considering all leases being added to Consolidated Funded Debt, and (y) calculated on the basis of the accounting principles and practices applying prior to the adoption of IFRS 16, and calculated using the definitions in the 2017 Facilities Agreement in place as at the date of the 2017 Facilities Agreement; or

(b) after the publication of the audited consolidated financial statements of the Borrower for the Financial Year ended 31 December 2018 prepared taking into account the effect of IFRS 16 (which shall be published with the audited consolidated financial statements of the Borrower for the Financial Year ended 31 December 2019), the Borrower shall, as soon as possible following the publication of those audited consolidated financial statements, recalculate the relevant Consolidated Leverage Ratios and the difference between them using the information in those audited consolidated financial statements, provide written notice to the Agent of the result of such calculations, and within 15 Business Days of the publication of those audited consolidated financial statements and, if the calculations yield a result that is different from minus 0.10, the result of that calculation (whether a positive or negative number) shall constitute the Adjustment Amount on an on-going basis.

"**Affiliate**" means, in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company.

"**Agent**" means Citibank Europe PLC, UK Branch, as agent of the Finance Parties (other than itself) under the 2017 Facilities Agreement.

"**Agent's Spot Rate of Exchange**" means the Agent's spot rate of exchange for the purchase of the relevant currency with the Base Currency in the London foreign exchange market at or about 11:00 a.m. on a particular day.

"**Applicable GAAP**" means:

(a) in the case of the Borrower, IFRS;

(b) in the case of CEMEX España, Spanish GAAP or, if adopted by CEMEX España in accordance with Clause 20.3 (*Requirements as to financial statements*) of the 2017 Facilities Agreement, IFRS; and

(c) in the case of any other Obligor, the generally accepted accounting principles applying to it in the country of its incorporation or in a jurisdiction agreed to by the Agent or, if adopted by the relevant Obligor, IFRS.

"**Arranger**" means the following entities, which were mandated as lead arrangers and bookrunners (whether acting individually or together): Banco Mercantil del Norte, S.A., Institución de Banca Múltiple, Grupo Financiero Banorte, Banco Santander (México), S.A., Institución de Banca Múltiple, Grupo Financiero Santander México, BBVA Bancomer, S.A. Institución de Banca Múltiple Grupo Financiero BBVA Bancomer, BNP Paribas Securities Corp., Citigroup Global Markets Inc., Crédit Agricole Corporate and Investment Bank, HSBC Securities (USA) Inc., ING Capital LLC, JPMorgan Chase Bank, N.A., Mizuho Bank, Ltd. and Merrill Lynch, Pierce, Fenner & Smith Incorporated.

"**Base Currency**" means U.S. Dollars.

"**Base Currency Amount**" means, in relation to a Loan, the amount specified in the Utilisation Request delivered by the Borrower for that Loan (or, in relation to several Loans, in relation to any of those Loans not denominated in the Base Currency, that amount converted into the Base Currency at the Agent's Spot Rate of Exchange on the date which is three Business Days before the conversion is applied for the purposes of the 2017 Facilities Agreement or, if later, on the date the Agent receives the request requiring the conversion for the purpose of the 2017 Facilities Agreement) and as adjusted in all cases to reflect any repayment (other than, in relation to the Term Facilities, a repayment arising from a change of currency), prepayment, consolidation or division of a Loan.

"**Borrower**" means CEMEX, S.A.B. de C.V.

"**Business Day**" means a day (other than a Saturday or Sunday) on which banks are open for general business in London, New York City and Mexico City (in the case of Mexico City, if applicable, as specified by applicable law or a Governmental Authority) and, in relation to any date for payment or purchase of euro, which is a TARGET Day.

"**Caliza**" means CEMEX LATAM Holdings, S.A.

"**Caliza Capital Expenditure**" means Capital Expenditure permitted by paragraph (d) of Clause 21.2 (*Financial condition*) of the 2017 Facilities Agreement to be invested in the Caliza Group.

"**Caliza Expansion Capital**" means (without double counting) any:

(a) Caliza Capital Expenditure;

(b) amount of any investment by a member of the Caliza Group to finance any Joint Venture entered into by a member of the Caliza Group; and

(c) amount of the consideration for an acquisition made under paragraph (j) of the definition of Permitted Acquisition.

"**Caliza Expansion Capital Permitted Limit**" means $500,000,000 (or its equivalent).

"**Caliza Group**" means Caliza and its Subsidiaries for the time being.

"**Caliza Offering Option**" has the meaning given to such term in paragraph (b) of the definition of Caliza Transaction.

"**Caliza Proceeds**" means the cash proceeds received by any member of the Group from a Caliza Transaction.

"**Caliza Transaction**" means:

(a) a Disposal by a member of the Group of any shares in Caliza to a person who is not a member of the Group; or

(b) an offering of shares in Caliza and including any put or other option (a "**Caliza Offering Option**") entered into with one or more financial institutions in respect of any share lending, over-allotment or other similar arrangement in connection with an offering of shares in Caliza provided that the exercise period for such put or other option shall be no longer than 30 days from the settlement date of the offering of shares in Caliza,

(in either case) whether by way of a single transaction or a series of transactions and which does not breach Clause 22.21 (*Disposals*) or Clause 22.32 (*Caliza and Centurion*) of the 2017 Facilities Agreement.

"**Capital Expenditure**" means any expenditure or obligation in respect of expenditure which, in accordance with Applicable GAAP of any person, on a consolidated basis, is treated either as a purchase of property, plant or equipment or as a right-of-use under a Lease. For the avoidance of doubt, the initial right-of-use amounts related to Leases recognised by the Borrower on a consolidated basis, upon the change in Applicable GAAP on 1 January 2019, will not be treated as capital expenditure.

"**Capital Stock**" means any and all shares, interests, participations or other equivalents (however designed) of capital stock of a corporation, any and all equivalent ownership interests in a person (other than a corporation) and any and all warrants, rights or options to purchase any of the foregoing.

"**Cash**" means the amount of "*Cash and cash equivalents*" as set out in the relevant line in the relevant financial statements as determined in accordance with Applicable GAAP.

"**Cash Equivalent Investments**" means at any time:

(a) certificates of deposit maturing within one year after the relevant date of calculation and issued by an Acceptable Bank;

(b) any investment in marketable debt obligations issued or expressly guaranteed by the government of Mexico, the United States of America (or any state thereof (including any political subdivision of such state)), the United Kingdom, any member state of the European Economic Area or any Participating Member State or any member state of NAFTA or an agreement that replaces NAFTA (or any other jurisdiction in which a member of the Group conducts commercial operations if that member of the Group makes investments in such debt obligations in the ordinary course of its trading) or by an instrumentality or agency of any of them having an equivalent credit rating, maturing within one year after the relevant date of calculation and not convertible into or exchangeable for any other security;

(c) commercial paper not convertible into or exchangeable for any other security:

  (i) for which a recognised trading market exists;

  (ii) issued by an issuer incorporated in Mexico, the United States of America (or any state thereof (including any political subdivision of such state)), the United Kingdom, any member state of the European Economic Area or any Participating Member State or any member state of NAFTA or an agreement that replaces NAFTA (or any other jurisdiction in which a member of the Group makes investments in such debt obligations in the ordinary course of trading);

  (iii) which matures within one year after the relevant date of calculation; and

  (iv) which has a credit rating of either A-1 or higher by S&P or F 1 or higher by Fitch or P-1 or higher by Moody's, or, if no rating is available in respect of the commercial paper, the issuer of which has, in respect of its long-term unsecured and non-credit enhanced debt obligations, an equivalent rating;

(d) sterling bills of exchange eligible for rediscount at the Bank of England and accepted by an Acceptable Bank (or their dematerialised equivalent);

(e) any investment in money market funds which (i) have a credit rating of either A-1 or higher by S&P or F1 or higher by Fitch or P-1 or higher by Moody's, (ii) which invest substantially all their assets in securities of the types described in paragraphs (a) to (d) above and (f) and (g) below and (iii) can be turned into cash on not more than 30 days' notice; or

(f) any deposit issued by any of Nacional Financiera, S.N.C., Banco Nacional de Comercio Exterior, S.N.C., Banco National de Obras y Servicios Publicos, S.N.C. or any other development bank controlled or sponsored by the Mexican government;

(g) any other debt instrument rated "investment grade" (or the local equivalent thereof according to local criteria in a country in which any member of the Group conducts commercial operations and in which local pensions are permitted by law to invest) with maturities of 12 months or less from the date of acquiring such investment;

(h) investments in mutual funds, managed by banks or financial institutions, with a local currency credit rating of at least MxAA by S&P or equivalent by any other reputable local rating agency, that invest principally in marketable direct obligations issued by the Mexican government, or issued by any agency or instrumentality thereof; and

(i) any other debt security, certificate of deposit, commercial paper, bill of exchange, investment in money market funds or material funds approved by the Majority Lenders,

in each case, to which any member of the Group is alone (or together with other members of the Group) beneficially entitled at that time and which is not issued or guaranteed by any member of the Group or subject to any Security (other than Security arising under the Transaction Security Documents).

"**CEMEX España**" means CEMEX España, S.A.

"**Centurion**" means CEMEX Holdings Philippines, Inc., the company incorporated in the Philippines on September 17, 2015, which holds the Group's operations in the Philippines which, at the date of the 2017 Facilities Agreement, are operated mainly through Solid Cement Corporation and APO Cement Corporation.

"**Centurion Capital Expenditure**" means Capital Expenditure permitted by paragraph (e) of Clause 21.2 (*Financial condition*) of the 2017 Facilities Agreement to be invested in the Centurion Group.

"**Centurion Expansion Capital**" means (without double counting) any:

(a) Centurion Capital Expenditure;

(b) amount of any investment by a member of the Centurion Group to finance any Joint Venture entered into by a member of the Centurion Group; and

(c) amount of the consideration for an acquisition made under paragraph (m) of the definition of Permitted Acquisition.

"**Centurion Expansion Capital Permitted Limit**" means $500,000,000 (or its equivalent).

"**Centurion Group**" means Centurion and its Subsidiaries for the time being.

"**Centurion Offering Option**" has the meaning given to such term in paragraph (b) of the definition of Centurion Transaction.

"**Centurion Proceeds**" means the cash proceeds received by any member of the Group from a Centurion Transaction.

"**Centurion Transaction**" means:

(a) a Disposal by a member of the Group of any shares in Centurion to a person who is not a member of the Group; or

(b) an offering of shares in Centurion and including any put or other option (a "**Centurion Offering Option**") entered into by any member of the Group with one or more financial institutions in respect of any share lending, over-allotment or other similar arrangement in connection with an offering of shares in Centurion provided that the exercise period for such put or other option shall be no longer than 60 days from the settlement date of the offering of shares in Centurion,

(in either case) whether by way of a single transaction or a series of transactions and which does not breach Clause 22.21 (*Disposals*) or Clause 22.32 (*Caliza and Centurion*) of the 2017 Facilities Agreement.

"**Change of Control**" means that the beneficial ownership (within the meaning of Rule 13d-3 promulgated by the SEC under the Securities Exchange Act of 1934, as amended) of 20 per cent. or more in voting power of the outstanding voting stock of the Borrower is acquired by any person.

"**Charged Property**" means all of the assets of the Security Providers which from time to time are, or are expressed to be, the subject of the Transaction Security.

"**Commitment**" means a Facility A Commitment, Facility B Commitment, Facility C Commitment, Facility D1 Commitment, Facility D2 Commitment, Facility E Commitment, Facility F Commitment, Facility G Commitment, Facility H Commitment or a commitment under any new facility established pursuant to Clause 2.2 (*Accordion*) of the 2017 Facilities Agreement.

"**Compliance Certificate**" means a certificate substantially in the form set out in Schedule 9 (*Form of Compliance Certificate*) of the 2017 Facilities Agreement.

"**Consolidated Coverage Ratio**" means, on any date of determination, the ratio of (a) Operating EBITDA for the one (1) year period ending on such date to (b) Consolidated Interest Expense for the one (1) year period ending on such date.

"**Consolidated Debt**" means, at any date, the sum (without duplication) of (a) the aggregate amount of all Debt of the Borrower and its Subsidiaries at such date, which shall include the amount of any recourse in respect of Inventory Financing permitted under paragraph (b)(iv) of the definition of Permitted Financial Indebtedness or any recourse in respect of Inventory Financing incurred by an Obligor, *plus* (b) to the extent not included in Debt, the aggregate net mark-to-market amount of all derivative financing in the form of equity swaps outstanding at such date (except to the extent such exposure is cash collateralised to the extent permitted under the Finance Documents).

"**Consolidated Funded Debt**" means, for any period, Consolidated Debt plus the aggregate amount of all financial obligations arising under any Leases recognized in the consolidated statement of financial position in accordance with Applicable GAAP of any person less the sum (without duplication) of (a) all obligations of such person to pay the deferred purchase price of property or services, (b) all obligations of such person with respect to product invoices incurred in connection with export financing and (c) all Cash.

"**Consolidated Interest Expense**" means, for any period, the sum of (a) the total gross cash and non cash interest expense of the Borrower and its consolidated Subsidiaries relating to Consolidated Funded Debt of such persons, (b) any amortisation or accretion of debt discount or any interest paid on Consolidated Funded Debt of the Borrower and its Subsidiaries in the form of additional Financial

Indebtedness (but excluding any amortisation of deferred financing and debt issuance costs), (c) the net costs under Treasury Transactions in respect of interest rates (but excluding amortisation of fees), (d) any amounts paid in cash on preferred stock, and (e) any interest paid or accrued in respect of Consolidated Funded Debt without a maturity date, regardless of whether considered interest expense under Applicable GAAP of the Borrower.

"**Consolidated Leverage Ratio**" means, on any date of determination, the ratio of (a) Consolidated Funded Debt on such date to (b) Operating EBITDA for the one (1) year period ending on such date, with the resulting ratio then being adjusted by the Adjustment Amount.

"**Contingent Instrument**" means any documentary credit (including all forms of letter of credit) or performance bond advance payment, bank guarantee or similar instrument.

"**Covenant Reset Date**" means the first date falling after the date of the 2017 Facilities Agreement on which both of the following conditions are met:

(a) either:

(i) for the two most recently completed Reference Periods in respect of which Compliance Certificates have been (or are required to have been) delivered under the 2017 Facilities Agreement, the Consolidated Leverage Ratio was 3.75:1 or lower; or

(ii) for the three most recently completed Reference Periods in respect of which Compliance Certificates have been (or are required to have been) delivered under the 2017 Facilities Agreement, the Consolidated Leverage Ratio for the first and third of those Reference Periods was 3.75:1 or lower and in the second Reference Period would have been 3.75:1 or lower but for the proceeds of any Permitted Financial Indebtedness standing to the credit of a Reserve being included in the definition of Debt as described in paragraph (iv) of that definition; and

(b) no Default is continuing.

"**date of the 2017 Facilities Agreement**" means 19 July 2017.

"**Debt**" of any person means, without duplication, (a) all obligations of such person for borrowed money, (b) all obligations of such person evidenced by bonds, debentures, notes or other similar instruments, including the perpetual bonds, (c) the aggregate net mark-to-market of Treasury Transactions (except to the extent such exposure is cash collateralised to the extent permitted under the Finance Documents) of such person but excluding Treasury Transactions relating to the rate or price of energy or any commodity, (d) all obligations of such person to pay the deferred purchase price of property or services, except trade accounts payable arising in the ordinary course of trading, (e) [intentionally omitted], (f) all Debt of others secured by Security on any asset of such person, up to the value of such asset, (g) all obligations of such person with respect to product invoices incurred in connection with export financing, (h) all obligations of such person under repurchase agreements for the stock issued by such person or another person, (i) all obligations of such person in respect of Inventory Financing permitted under paragraph (b)(iv) of the definition of Permitted Financial Indebtedness or any obligations of an Obligor in respect of any similar Inventory Financing; and (j) all guarantees of such person in respect of any of the foregoing;

provided, however, that

(i) for the purposes of calculating the Consolidated Funded Debt element of the Consolidated Leverage Ratio, Relevant Convertible/Exchangeable Obligations (and any other outstanding hybrid bonds or convertible securities) shall be excluded from each of the foregoing paragraphs (a) to (j) inclusive (*provided* that, in the case of outstanding Financial Indebtedness under any Subordinated Optional Convertible Securities (1) only the principal amount thereof shall be excluded and (2) such exclusion shall apply only for so long as such amounts remain subordinated in accordance with the terms of that definition);

(ii) for the avoidance of doubt, a Permitted Securitisation shall not be deemed to be Debt except that any recourse required as a result of the Relevant Legislation and which is not recourse over the collection of receivables and would, but for this provision, be treated as Debt will, to the extent of the required recourse under the Relevant Legislation, be counted as Debt;

(iii) for the avoidance of doubt, all performance bonds, guarantees, bonding, documentary or stand-by letters of credit, banker's acceptances or similar credit transactions, including reimbursement obligations in respect thereof are not Debt until they are required to be funded;

(iv) the proceeds of any Permitted Financial Indebtedness shall, for the period of twelve Months from the date that such proceeds are credited to a Reserve in accordance with Clause 21.5 (*Reserve*) of the 2017 Facilities Agreement and for so long as such proceeds stand to the credit of such Reserve during that period, be deducted from the aggregate calculation of Debt resulting from this definition (without double counting where such proceeds are treated as Cash), except where the calculation of Debt is for the purposes of calculating the Consolidated Leverage Ratio to establish if:

(1) the conditions for the Covenant Reset Date have been satisfied; or

(2) the conditions set out in Clause 24.1 (*Release of Mexican Security Trust Agreement*) of the 2017 Facilities Agreement have been satisfied or Clause 24.2 (*Release of Transaction Security—other jurisdictions*) of the 2017 Facilities Agreement have been satisfied,

and, for the avoidance of doubt, for the purposes set out in paragraphs (1) and (2) above, the Borrower shall prepare the computations without the deduction specified in this paragraph (iv) and not be required to include it in that computation; and

(v) Leases shall not be treated as Debt.

"**Default**" means an Event of Default or any event or circumstance specified in Clause 25 (*Events of Default*) of the 2017 Facilities Agreement which would (with the expiry of a grace period, the giving of notice, the making of any determination under the Finance Documents or any combination of any of the foregoing) be an Event of Default.

"**Delegate**" means any delegate, agent, attorney-in-fact, representative or co-trustee appointed by the Security Agent.

"**Discontinued Operating EBITDA**" means, for any period, the sum for Discontinued Operations of (a) operating earnings before other (expenses) income, net, and (b) the depreciation and amortisation expense, in each case determined in accordance with Applicable GAAP of the Borrower consistently applied for such period.

"**Discontinued Operations**" means operations that are accounted for as discontinued operations pursuant to Applicable GAAP of the Borrower for which the Disposal of such assets has not yet occurred.

"**Disposal**" means a sale, lease, licence, transfer, loan or other disposal by a person of any asset (including shares in any Subsidiary or other company), undertaking or business (whether by a voluntary or involuntary single transaction or series of transactions).

"**Disposal Proceeds**" means the cash proceeds received by any member of the Group (including any amount received from a person who is not a member of the Group in repayment of intercompany debt for any Disposal.

"**Ending Exchange Rate**" means the exchange rate at the end of a Reference Period for converting USD into Mexican pesos as used by the Borrower and its auditors in preparation of the Borrower's financial statements in accordance with Applicable GAAP of the Borrower.

"**Event of Default**" means any event or circumstance specified as such in Clause 25 (*Events of Default*) of the 2017 Facilities Agreement.

"**Executive Compensation Plan**" means any stock option plan, restricted stock plan or retirement plan which the Borrower or any of its Subsidiaries, any other Obligor or, as the case may be, Caliza, Centurion or Trinidad Cement, or any of its Subsidiaries, as the case may be, customarily provides to its employees, consultants and directors.

"**Existing Financial Indebtedness**" means the Financial Indebtedness as at the date of the 2017 Facilities Agreement of members of the Group which are not Obligors and is described in Schedule 10 (*Existing Financial Indebtedness*) of the 2017 Facilities Agreement provided that any amount of such indebtedness may be refinanced or replaced from time to time but the aggregate principal amount of such Financial Indebtedness may not increase above the principal amount outstanding as at the date of the 2017 Facilities Agreement (except as otherwise permitted or not restricted by the 2017 Facilities Agreement or by the amount of any capitalised interest under any facility or instrument that provided for capitalisation of interest on those terms as at the date of the 2017 Facilities Agreement).

"**Existing Subordinated Convertible Notes**" means the 2020 Subordinated Convertible Notes and the subordinated convertible securities described at paragraph (b)(i) of the definition of Subordinated Optional Convertible Securities.

"**Facility**" means Facility A, Facility B, Facility C, Facility D1, Facility D2, Facility E, Facility F, Facility G, Facility H or any other facility established in accordance with and pursuant to Clause 2.2 (*Accordion*) of the 2017 Facilities Agreement.

"**Facility A**" means the term loan facility made available under the 2017 Facilities Agreement as described in paragraph (a) of Clause 2.1 (*The Facilities*) of the 2017 Facilities Agreement.

"**Facility A Commitment**" means:

(a) in relation to an Original Lender, as of the date of the 2017 Facilities Agreement, the amount in the Base Currency set opposite its name under the heading "Facility A Commitment" in Part II of Schedule 1 (*The Original Parties*) of the 2017 Facilities Agreement and, on and following the 2019 Amendment Effective Date, the amount in the Base Currency set opposite its name under the heading "Facility A Commitment" in Part III of Schedule 1 (*The Original Parties*) of the 2017 Facilities Agreement, and the amount of any other Facility A Commitment transferred to it under the 2017 Facilities Agreement or assumed by it in accordance with Clause 2.2 (*Accordion*) of the 2017 Facilities Agreement; and

(b) in relation to any other Lender, the amount in the Base Currency of any Facility A Commitment transferred to it under the 2017 Facilities Agreement or assumed by it in accordance with Clause 2.2 (*Accordion*) of the 2017 Facilities Agreement,

to the extent not cancelled, reduced or transferred by it under the 2017 Facilities Agreement.

"**Facility A Loan**" means a loan made or to be made under Facility A or the principal amount outstanding for the time being of that loan.

"**Facility B**" means the term loan facility made available under the 2017 Facilities Agreement as described in paragraph (b) of Clause 2.1 (*The Facilities*) of the 2017 Facilities Agreement.

"**Facility B Commitment**" means:

(a) in relation to an Original Lender, as of the date of the 2017 Facilities Agreement, the amount in euro set opposite its name under the heading "Facility B Commitment" in Part II of Schedule 1 (*The Original Parties*) of the 2017 Facilities Agreement and, on and following the 2019 Amendment Effective Date, the amount in euro set opposite its name under the heading "Facility B Commitment" in Part III of Schedule 1 (*The Original Parties*) of the 2017 Facilities Agreement, and the amount of any other Facility B Commitment transferred to it under the 2017 Facilities Agreement or assumed by it in accordance with Clause 2.2 (*Accordion*) of the 2017 Facilities Agreement; and

(b) in relation to any other Lender, the amount in euro of any Facility B Commitment transferred to it under the 2017 Facilities Agreement or assumed by it in accordance with Clause 2.2 (*Accordion*) of the 2017 Facilities Agreement,to the extent not cancelled, reduced or transferred by it under the 2017 Facilities Agreement.

"**Facility B Loan**" means a loan made or to be made under Facility B or the principal amount outstanding for the time being of that loan.

"**Facility C**" means the term loan facility made available under the 2017 Facilities Agreement as described in paragraph (c) of Clause 2.1 (*The Facilities*) of the 2017 Facilities Agreement.

"**Facility C Commitment**" means:

(a) in relation to an Original Lender, as of the date of the 2017 Facilities Agreement, the amount in sterling set opposite its name under the heading "Facility C Commitment" in Part II of Schedule 1 (*The Original Parties*) of the 2017 Facilities Agreement and, on and following the 2019 Amendment Effective Date, the amount in sterling set opposite its name under the heading "Facility C Commitment" in Part III of Schedule 1 (*The Original Parties*), and the amount of any other Facility C Commitment transferred to it under the 2017 Facilities Agreement or assumed by it in accordance with Clause 2.2 (*Accordion*) of the 2017 Facilities Agreement; and

(b) in relation to any other Lender, the amount in sterling of any Facility C Commitment transferred to it under the 2017 Facilities Agreement or assumed by it in accordance with Clause 2.2 (*Accordion*) of the 2017 Facilities Agreement, to the extent not cancelled, reduced or transferred by it under the 2017 Facilities Agreement.

"**Facility C Loan**" means a loan made or to be made under Facility C or the principal amount outstanding for the time being of that loan.

"**Facility D1**" means the term loan facility made available under the 2017 Facilities Agreement as described in paragraph (d) of Clause 2.1 (*The Facilities*) of the 2017 Facilities Agreement.

"**Facility D1 Commitment**" means:

(a) in relation to an Original Lender, as of the date of the 2017 Facilities Agreement, the amount in the Base Currency set opposite its name under the heading "Facility D1 Commitment" in Part II of Schedule 1 (*The Original Parties*) of the 2017 Facilities Agreement and, on and following the 2019 Amendment Effective Date, the amount in the Base Currency set opposite its name under the heading "Facility D1 Commitment" in Part III of Schedule 1 (*The Original Parties*) of the 2017 Facilities Agreement, and the amount of any other Facility D1 Commitment transferred to it under the 2017 Facilities Agreement or assumed by it in accordance with Clause 2.2 (*Accordion*) of the 2017 Facilities Agreement; and

(b) in relation to any other Lender, the amount in the Base Currency of any Facility D1 Commitment transferred to it under the 2017 Facilities Agreement or assumed by it in accordance with Clause 2.2 (*Accordion*) of the 2017 Facilities Agreement, to the extent not cancelled, reduced or transferred by it under the 2017 Facilities Agreement.

"**Facility D1 Loan**" means a loan made or to be made under Facility D1 or the principal amount outstanding for the time being of that loan.

"**Facility D2**" means the term loan facility made available under the 2017 Facilities Agreement as described in paragraph (e) of Clause 2.1 (*The Facilities*) of the 2017 Facilities Agreement.

"**Facility D2 Commitment**" means:

(a) in relation to an Original Lender, the amount in the Base Currency set opposite its name under the heading "Facility D2 Commitment" in Part II of Schedule 1 (*The Original Parties*) of the 2017 Facilities Agreement and the amount of any other Facility D2 Commitment transferred to it under the 2017 Facilities Agreement or assumed by it in accordance with Clause 2.2 (*Accordion*) of the 2017 Facilities Agreement; and

(b) in relation to any other Lender, the amount in the Base Currency of any Facility D2 Commitment transferred to it under the 2017 Facilities Agreement or assumed by it in accordance with Clause 2.2 (*Accordion*) of the 2017 Facilities Agreement, to the extent not cancelled, reduced or transferred by it under the 2017 Facilities Agreement.

"**Facility D2 Loan**" means a loan made or to be made under Facility D2 or the principal amount outstanding for the time being of that loan.

"**Facility E**" means the loan facility made available under the 2017 Facilities Agreement as described in paragraph (f) of Clause 2.1 (*The Facilities*) of the 2017 Facilities Agreement.

"**Facility E Commitment**" means:

(a) in relation to an Original Lender, the amount in the Base Currency set opposite its name under the heading "Facility E Commitment" in Part III of Schedule 1 (*The Original Parties*) of the 2017 Facilities Agreement, and the amount of any other Facility E Commitment transferred to it under the 2017 Facilities Agreement or assumed by it in accordance with Clause 2.2 (*Accordion*) of the 2017 Facilities Agreement; and

(b) in relation to any other Lender, the amount in the Base Currency of any Facility E Commitment transferred to it under the 2017 Facilities Agreement or assumed by it in accordance with Clause 2.2 (*Accordion*) of the 2017 Facilities Agreement,

to the extent not cancelled, reduced or transferred by it under the 2017 Facilities Agreement.

"**Facility E Loan**" means a loan made or to be made under Facility E or the principal amount outstanding for the time being of that loan.

"**Facility F**" means the loan facility made available under the 2017 Facilities Agreement as described in paragraph (g) of Clause 2.1 (*The Facilities*).

"**Facility F Commitment**" means:

(a) in relation to an Original Lender, the amount in euro set opposite its name under the heading "Facility F Commitment" in Part III of Schedule 1 (*The Original Parties*) of the 2017 Facilities Agreement, and the amount of any other Facility F Commitment transferred to it under the 2017 Facilities Agreement or assumed by it in accordance with Clause 2.2 (*Accordion*) of the 2017 Facilities Agreement; and

(b) in relation to any other Lender, the amount in euro of any Facility F Commitment transferred to it under the 2017 Facilities Agreement or assumed by it in accordance with Clause 2.2 (*Accordion*) of the 2017 Facilities Agreement,

to the extent not cancelled, reduced or transferred by it under the 2017 Facilities Agreement.

"**Facility F Loan**" means a loan made or to be made under Facility F or the principal amount outstanding for the time being of that loan.

"**Facility G**" means the loan facility made available under the 2017 Facilities Agreement as described in paragraph (h) of Clause 2.1 (*The Facilities*).

"**Facility G Commitment**" means:

(a) in relation to an Original Lender, the amount in sterling set opposite its name under the heading "Facility G Commitment" in Part III of Schedule 1 (*The Original Parties*) of the 2017 Facilities Agreement, and the amount of any other Facility G Commitment transferred to it under the 2017 Facilities Agreement or assumed by it in accordance with Clause 2.2 (*Accordion*) of the 2017 Facilities Agreement; and

(b) in relation to any other Lender, the amount in sterling of any Facility G Commitment transferred to it under the 2017 Facilities Agreement or assumed by it in accordance with Clause 2.2 (*Accordion*) of the 2017 Facilities Agreement,

to the extent not cancelled, reduced or transferred by it under the 2017 Facilities Agreement.

"**Facility G Loan**" means a loan made or to be made under Facility G or the principal amount outstanding for the time being of that loan.

"**Facility H**" means the loan facility made available under the 2017 Facilities Agreement as described in paragraph (i) of Clause 2.1 (*The Facilities*).

"**Facility H Commitment**" means:

(a) in relation to an Original Lender, the amount in the Base Currency set opposite its name under the heading "Facility H Commitment" in Part III of Schedule 1 (*The Original Parties*) of the 2017 Facilities Agreement, and the amount of any other Facility H Commitment transferred to it under the 2017 Facilities Agreement or assumed by it in accordance with Clause 2.2 (*Accordion*) of the 2017 Facilities Agreement; and

(b) in relation to any other Lender, the amount in the Base Currency of any Facility H Commitment transferred to it under the 2017 Facilities Agreement or assumed by it in accordance with Clause 2.2 (*Accordion*) of the 2017 Facilities Agreement,

to the extent not cancelled, reduced or transferred by it under the 2017 Facilities Agreement.

"**Facility H Loan**" means a loan made or to be made under Facility H or the principal amount outstanding for the time being of that loan.

"**Fee Letter**" means any letter or letters dated on or before the date of the 2017 Facilities Agreement between the Arranger (or any of them) and the Borrower, the Agent and the Borrower or the Security Agent and the Borrower, the Lenders (or any of them) and the Borrower setting out any of the fees payable by the Borrower to those Finance Parties in connection with the 2017 Facilities Agreement, and any fee letter between an Accordion Lender and the Borrower entered into in accordance with paragraph (f) of Clause 2.2 (*Accordion*) of the 2017 Facilities Agreement.

"**Finance Document**" means the 2017 Facilities Agreement, any Accession Letter, any Accordion Confirmation, any Compliance Certificate, any Reserve Certificate, any Fee Letter, the Intercreditor Agreement, any Promissory Note, any Resignation Letter, any Selection Notice, any Transaction Security Document, any Utilisation Request and any other document designated as a "Finance Document" by the Agent and the Borrower.

"**Finance Party**" means the Agent, the Arranger, the Security Agent or a Lender.

"**Financial Indebtedness**" means any indebtedness for or in respect of:

(a) monies borrowed and debit balances at banks or other financial institutions;

(b) any acceptance under any acceptance credit or bill discounting facility (or dematerialised equivalent);

(c) any amount raised pursuant to a note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument (including, without limitation, any perpetual bonds);

(d) [intentionally omitted];

(e) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis and meet any requirement for de-recognition under Applicable GAAP of the Borrower);

(f) any Treasury Transaction (and, when calculating the value of that Treasury Transaction, only the negative mark-to-market value (or, if any actual amount is due from any member of the Group as a result of the termination or close-out of that Treasury Transaction, that amount) shall be taken into account);

(g) any counter-indemnity obligation in respect of a guarantee, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution;

(h) any amount raised by the issue of redeemable shares which are redeemable (other than at the option of the issuer) before the last Termination Date or are otherwise classified as borrowings under Applicable GAAP of the Borrower;

(i) any amount of any liability under an advance or deferred purchase agreement if (i) one of the primary reasons behind entering into the agreement is to raise finance or to finance the acquisition or construction of the asset or service in question or (ii) the agreement is in respect of the supply of assets or services and payment is due more than 60 days after the date of supply;

(j) any arrangement pursuant to which an asset sold or otherwise disposed of by that person may be re-acquired by a member of the Group (whether following the exercise of an option or otherwise) and any Inventory Financing;

(k) any amount raised under any other transaction (including any forward sale or purchase, sale and sale back or sale and leaseback agreement) having the commercial effect of a borrowing or otherwise classified as borrowings under Applicable GAAP of the Borrower; and

(l) the amount of any liability in respect of any guarantee for any of the items referred to in paragraphs (a) to (k) above,

provided that Leases shall not be treated as Financial Indebtedness.

"**Financial Quarter**" means the period commencing on the day after one Quarter Date and ending on the next Quarter Date.

"**Financial Year**" means the annual accounting period of the Borrower ending on or about 31 December in each year.

"**Fitch**" means Fitch Ratings Limited or any successor thereto from time to time.

"**Governmental Authority**" means the government of any jurisdiction, or any political subdivision thereof, whether provincial, state or local, and any department, ministry, agency, instrumentality, authority, body, court, central bank or other entity lawfully exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government.

"**Group**" means the Borrower and each of its Subsidiaries for the time being.

"**Guarantors**" means the Original Guarantors and any Additional Guarantor other than any Original Guarantor or Additional Guarantor which has ceased to be a Guarantor pursuant to Clause 28.3 (*Resignation of a Guarantor)* of the 2017 Facilities Agreement and/or sub-paragraph (ii) of paragraph (c) of Clause 38.2 (*Exceptions*) of the 2017 Facilities Agreement and has not subsequently become an Additional Guarantor pursuant to Clause 28.2 (*Additional Guarantors and Additional Security Providers*) of the 2017 Facilities Agreement and "**Guarantor**" means any of them.

"**Holding Company**" means, in relation to a company or corporation, any other company or corporation in respect of which it is a Subsidiary.

"**IFRS**" means International Financial Reporting Standards, as issued by the International Accounting Standards Board.

"**Increase Date**" has the meaning given to that term in Clause 2.2 (*Accordion*) of the 2017 Facilities Agreement.

"**Intercreditor Agreement**" means the Intercreditor Agreement originally dated 17 September 2012 (and as amended and restated pursuant to a deed of amendment dated the date of the 2017 Facilities Agreement) and made between, among others, the Borrower, Wilmington Trust (London) Limited as Security Agent, Citibank International plc as agent, as amended, restated, varied, supplemented and/or extended from time to time.

"**Inventory Financing**" means a financing arrangement pursuant to which a member of the Group sells inventory to a bank or other institution (or a special purpose vehicle or partnership incorporated or established by or on behalf of such bank or other institution or an Affiliate of such bank or other institution) and has an obligation to repurchase such inventory to the extent that it is not sold to a third party within a specified period.

"**Joint Venture**" means any joint venture entity, whether a company, unincorporated firm, undertaking, association, joint venture or partnership or any other entity.

"**Lease**" means, as to any person, the obligations of such person under a contract, or part of a contract, that conveys the right to use an asset (the underlying asset) for a period of time in exchange for consideration. For the purposes of the 2017 Facilities Agreement, the amount of such obligations at any time shall be the lease-related liability amount thereof at such time recognised in the consolidated statement of financial position in accordance with Applicable GAAP of that person. For the avoidance of doubt, for purposes of this definition and its application to the Borrower, short-term and low-value leases as defined by the Borrower's policy under Applicable GAAP are excluded.

"**Lender**" means:

(a) any Original Lender; and

(b) any bank, financial institution, trust, fund or other entity which has become a Party in accordance with Clause 2.2 (*Accordion*) or Clause 26 (*Changes to the Lenders*) of the 2017 Facilities Agreement,

which in each case has not ceased to be a Party in that capacity in accordance with the terms of the 2017 Facilities Agreement.

"**Loan**" means a Facility A Loan, Facility B Loan, Facility C Loan, Facility D1 Loan, Facility D2 Loan, Facility E Loan, Facility F Loan, Facility G Loan, Facility H Loan or any other Loan under any Facility established pursuant to Clause 2.2 (*Accordion*) of the 2017 Facilities Agreement.

"**Majority Lenders**" means a Lender or Lenders whose Commitments aggregate 66 2/3% or more of the Total Commitments (or, if the Total Commitments have been reduced to zero, aggregated 66 2/3% or more of the Total Commitments immediately prior to the reduction).

"**Material Acquisition**" means any (a) acquisition of property or series of related acquisitions of property that constitutes assets comprising all or substantially all of an operating unit, division or line of business or (b) acquisition of or other investment in the Capital Stock of any Subsidiary or any person which becomes a Subsidiary or is merged or consolidated with the Borrower or any of its Subsidiaries, in each case, which involves the payment of consideration by the Borrower and its Subsidiaries in excess of $100,000,000 (or the equivalent in other currencies).

"**Material Disposal**" means any Disposal of property or series of related Disposals of property that yields gross proceeds to the Borrower or any of its Subsidiaries in excess of $100,000,000 (or the equivalent in other currencies).

"**Material Subsidiary**" means, from the date of this 2017 Facilities Agreement up to (and excluding) the date on which the first Compliance Certificate to be delivered under Clause 20.2 (*Compliance Certificate*) of the 2017 Facilities Agreement is delivered in accordance with that Clause, those companies set out in Schedule 13 (*Material Subsidiaries*) of the 2017 Facilities Agreement and, thereafter, means any Subsidiary of the Borrower which:

(a) has total gross assets representing 5 per cent. or more of the total consolidated assets of the Group;

(b) has revenues representing 5 per cent. or more of the consolidated turnover of the Group; and/or

(c) has earnings before interest, tax, depreciation and amortisation calculated on the same basis as Operating EBITDA, representing 5 per cent. or more of the consolidated Operating EBITDA of the Group,

in each case calculated on a consolidated basis (without duplication) and any Holding Company of any such Subsidiary or of an Obligor.

Compliance with the conditions set out in paragraphs (a) to (c) shall be determined by reference to the most recent Compliance Certificate supplied by the Borrower and/or the latest audited financial statements of that Subsidiary (if available) and the latest audited consolidated financial statements of the Group, but if a Subsidiary has been acquired since the date as at which the latest audited consolidated financial statements of the Group were prepared, the financial statements shall be adjusted to take into account the acquisition of that Subsidiary (that adjustment being certified by the Group's auditors as representing an accurate reflection of each of the respective revised total assets and turnover of the Group).

A report by the auditors of the Borrower (or, as the case may be, any other internationally recognised accounting firm that is approved by the Agent) that a Subsidiary is a Material Subsidiary shall, in the absence of manifest error, be conclusive and binding on all Parties.

"**Mexican Pesos**," "**Mex$**," "**MXN**" and "**Pesos**" means the lawful currency of Mexico.

"**Mexican Security Trust Agreement**" means the Mexican security trust agreement dated 17 September 2012, as amended and/or restated from time to time, entered into, among others, by the Borrower, Empresas Tolteca, CEMEX Central, S.A. de C.V., Interamerican Investments Inc., CEMEX Operaciones México, S.A. de C.V and CEMEX México, which secures the obligations of the Obligors arising from the Finance Documents.

"**Mexico**" means the United Mexican States.

"**Month**" means a period starting on one day in a calendar month and ending on the numerically corresponding day in the next calendar month, except that:

(a) if the numerically corresponding day is not a Business Day, that period shall end on the next Business Day in that calendar month in which that period is to end if there is one or, if there is not, on the immediately preceding Business Day; and

(b) if there is no numerically corresponding day in the calendar month in which that period is to end, that period shall end on the last Business Day in that calendar month.

The above rules will only apply to the last Month of any period. "**Monthly**" shall be construed accordingly.

"**Moody's**" means Moody's Investors Services Limited or any successor to its ratings business.

"**NAFTA**" means the North American Free Trade Agreement.

"**Obligors**" means the Borrower, the Guarantors and the Security Providers and "**Obligor**" means any of them.

"**Operating EBITDA**" means, for any period, the sum for the Borrower and its Subsidiaries, determined on a consolidated basis of (a) operating earnings before other (expenses) income, net, and (b) depreciation and amortisation expense, in each case determined in accordance with Applicable GAAP of the Borrower, subject to the adjustments herein, consistently applied for such period and adjusted for Discontinued Operating EBITDA as follows: if the amount of Discontinued Operating EBITDA is a positive amount, then Operating EBITDA shall increase by such amount, and if the amount of Discontinued Operating EBITDA is a negative amount, then Operating EBITDA shall decrease by the absolute value of such amount. For the purposes of calculating Operating EBITDA for any applicable period pursuant to any determination of the Consolidated Leverage Ratio (but not the Consolidated Coverage Ratio):

(a) if at any time during such applicable period the Borrower or any of its Subsidiaries shall have made:

(i) any Material Disposal, the Operating EBITDA for such applicable period shall be reduced by an amount equal to the Operating EBITDA (if positive) attributable to the property that is the subject of such Material Disposal for such applicable period (but when the Material Disposal is by way of lease, income received by the Borrower or any of its Subsidiaries under such lease shall be included in Operating EBITDA); and

(ii) any Material Acquisition, Operating EBITDA for such applicable period shall be calculated after giving *pro forma* effect thereto as if such Material Acquisition had occurred on the first day of such applicable period,

and if since the beginning of such applicable period any person that subsequently shall have become a Subsidiary or was merged or consolidated with the Borrower or any of its Subsidiaries as a result of a Material Acquisition occurring during such applicable period shall have made any Material Disposal or Material Acquisition of property that would have required an adjustment pursuant to sub-paragraph (i) or (ii) above if made by the Borrower or any of its Subsidiaries during such applicable period, Operating EBITDA for such period shall be calculated after giving *pro forma* effect thereto as if such Material Disposal or Material Acquisition had occurred on the first day of such applicable period; and

(b) If and to the extent that any amount of Operating EBITDA is not reported in USD for any month in any relevant period, that amount of Operating EBITDA will be recalculated by multiplying each month's Operating EBITDA by the Ending Exchange Rate and dividing the amount obtained thereto by the exchange rate used by the Borrower in preparation of its monthly financial statements in accordance with Applicable GAAP of the Borrower to convert USD into Mexican Pesos.

(c) For the avoidance of doubt, where, in relation to the calculation of Operating EBITDA for the Reference Periods ending 31 March 2019, 30 June 2019 and 30 September 2019 (both in the definition of Consolidated Leverage Ratio and Consolidated Coverage Ratio), the Operating EBITDA (or, to the extent relevant, Discontinued Operating EBITDA) as at 31 December 2018 is to be utilized, such Operating EBITDA (and, to the extent relevant, Discontinued Operating EBITDA) as at 31 December 2018 shall be calculated on the basis of the accounting principles and practices after the adoption of IFRS 16

"**Original Lenders**" means the financial institutions listed on Part II and Part III (*The Original Lenders*) of Schedule I (*The Original Parties*) of the 2017 Facilities Agreement as original lenders.

"**Original Guarantors**" means the Subsidiaries of the Borrower listed in Part I of Schedule 1 (*The Original Parties*) of the 2017 Facilities Agreement as guarantors.

"**Original Security Providers**" means the Subsidiaries of the Borrower listed in Part I of Schedule 1 (*The Original Parties*) of the 2017 Facilities Agreement as security providers together with the Borrower.

"**Participating Member State**" means any member state of the European Union that has the euro as its lawful currency in accordance with legislation of the European Union relating to Economic and Monetary Union.

"**Party**" means a party to the 2017 Facilities Agreement. "**Permitted Acquisition**" means:

(a) an acquisition by a member of the Group of an asset sold, leased, transferred or otherwise disposed of by another member of the Group in circumstances constituting a Permitted Disposal;

(b) an acquisition of shares or securities pursuant to a Permitted Share Issue;

(c) an acquisition of cash or securities which are Cash Equivalent Investments;

(d) the incorporation of a company which on incorporation becomes a member of the Group or which is a special purpose vehicle, whether a member of the Group or not;

(e) an acquisition that constitutes a Permitted Joint Venture;

(f) an acquisition of assets and, if applicable, cash, in exchange for other assets and, if applicable, cash, of equal or higher value;

(g) any acquisition of shares of the Borrower, any acquisition of shares of Caliza, any acquisition of shares of Centurion or any acquisition of shares of Trinidad Cement or any of its Subsidiaries pursuant to (i) an obligation in respect of any Executive Compensation Plan of the Borrower or any of its Subsidiaries or, as the case may be, of Caliza or any of its Subsidiaries, Centurion or any of its Subsidiaries or Trinidad Cement or any of its Subsidiaries as the case may be, or (ii) a Treasury Transaction permitted in accordance with Clause 22.27 (*Treasury Transactions*) of the 2017 Facilities Agreement;

(h) any other acquisition consented to by the Agent acting on the instructions of the Majority Lenders;

(i) an acquisition of shares in the Borrower or any other member of the Group to the extent that a member of the Group has, pursuant to the terms of convertible or exchangeable securities, an obligation to deliver such shares to any holder(s) of convertible or exchangeable securities constituting Permitted Financial Indebtedness;

(j) any acquisition by a member of the Caliza Group of assets or of a company, of shares, securities or a business or undertaking (or, in each case, any interest in any of them) provided that (except where the assets, company, shares, securities, business or undertaking (or, in each case, any interest in any of them) acquired was disposed of by (A) a member of the Caliza Group or (B) a member of the Group which is not a member of the Caliza Group in circumstances constituting a Permitted Disposal under the definition of Permitted Disposal) the aggregate amount of the consideration for such acquisitions does not at any time (when aggregated with all other amounts of Caliza Expansion Capital then incurred) exceed the Caliza Expansion Capital Permitted Limit;

(k) any acquisition constituting a Reconstruction permitted pursuant to Clause 22.8 (*Merger*) of the 2017 Facilities Agreement;

(l) any other acquisition of a company, of shares, securities or a business or undertaking (or, in each case, any interest in any of them) provided that the aggregate amount of the consideration for such acquisitions does not exceed $400,000,000 (or its equivalent in any other currencies) in any Financial Year, and provided further that:

(i) if an asset is acquired by a member of the Group pursuant to this paragraph (l); and

(ii) such asset is the subject of a Disposal by the Group within 12 Months of the date of completion of its acquisition,

the unutilised portion of the amount referred to above in respect of that Financial Year shall be increased by an amount equal to the lower of (A) the amount of the consideration originally paid by the relevant member of the Group which acquired such asset and (B) the amount of the Disposal Proceeds received for such Disposal;

(m) any acquisition by a member of the Centurion Group of assets or of a company, of shares, securities or a business or undertaking (or, in each case, any interest in any of them) provided that (except where the assets, company, shares, securities, business or undertaking (or, in each case, any interest in any of them) acquired was disposed of by (A) a member of the Centurion Group or (B) a member of the Group which is not a member of the Centurion Group in circumstances constituting a Permitted Disposal under the definition of Permitted Disposal) the aggregate amount of the consideration for such acquisitions does not at any time (when aggregated with all other amounts of Centurion Expansion Capital then incurred) exceed the Centurion Expansion Capital Permitted Limit;

(n) the acquisition or repurchase of any shares in a member of the Group which were the subject of any Caliza Offering Option, any Centurion Offering Option or any Trinidad Cement Group Offering Option

(i) where those shares were not taken up in full as part of such option or

(ii) pursuant to a Treasury Transaction entered into in connection with that Caliza Offering Option, Centurion Offering Option or Trinidad Cement Group Offering Option and, for the avoidance of doubt any repurchase under this paragraph (n) shall be a separate and independent right and shall not impact or utilise any other elements permitted under the 2017 Facilities Agreement including, without limitation, paragraph (l) or (p) of this definition, paragraph (c) of Clause 21.2 (Financial condition) of the 2017 Facilities Agreement, the Caliza Expansion Capital Permitted Limit and the Centurion Expansion Capital Permitted Limit;

(o) the acquisition or repurchase by the Borrower, Caliza, Centurion or any member of the Trinidad Cement Group of its own shares provided that, in the case of the acquisition or repurchase by the Borrower, (i) the aggregate nominal value of any shares acquired or repurchased by it in any Financial Year pursuant to this paragraph (o) does not (when aggregated with the amount of all distributions made by it in that Financial Year pursuant to paragraph (a) of the definition of "Permitted Distribution") exceed $200,000,000 (or its equivalent) and (ii) the Borrower may only acquire or repurchase any of its shares pursuant to this paragraph (o) if it has delivered a Compliance Certificate in respect of the most recent Reference Period for which a Compliance Certificate was required to have been delivered under the 2017 Facilities Agreement showing a Consolidated Leverage Ratio in respect of that Reference Period of 4.00:1 or less;

(p) any acquisition if:

(i) the cash consideration for that acquisition (when aggregated with the cash consideration for any other acquisition made pursuant to this paragraph (p)(i) in the four Financial Quarters ending prior to the date of the proposed acquisition) does not exceed the aggregate amount of free cash flow generated by the Group after deduction of total capital expenditure (as reported by the Borrower in its quarterly earnings report filed with the relevant authority) during the same four Financial Quarter period; and/or

(ii) the acquisition is funded from the proceeds of any disposals of assets received by the Group during the 12 months prior to the making of that acquisition and/or Financial Indebtedness which had been repaid using the proceeds of any disposals of assets received by the Group during the 12 months prior to the making of that acquisition and which has been incurred in up to the same amount in order to fund that acquisition; and/or

(iii) the acquisition is funded from the proceeds of any issuance of shares where such proceeds have been received during the 18 months prior to the making of that acquisition and/or Financial Indebtedness which had been repaid using the proceeds of any issuances of shares received by the Group during the 18 months prior to the making of that acquisition and which has been incurred in up to the same amount in order to fund that acquisition; and

(q) any acquisition constituting a Permitted Share Buy-back.

"**Permitted Disposal**" means any Disposal provided that:

(a) except in the case of Disposals as between members of the Group, the Disposal is on arm's length terms;

(b) in the case of Disposals of any asset by a member of the Group (the "**Disposing Company**") to another member of the Group (the "**Acquiring Company**"), if:

(i) the Disposing Company had given Transaction Security over the asset, the Acquiring Company must give equivalent Transaction Security over that asset (and, if the Acquiring Company is not already a Security Provider, it must accede to the 2017 Facilities Agreement as an Additional Security Provider); and

(ii) the Disposing Company is a Guarantor, the Acquiring Company must be a Guarantor guaranteeing at all times an amount no less than that guaranteed by the Disposing Company (subject to any applicable guarantee limitations),

provided that the conditions set out in paragraphs (i) and (ii) above shall only apply (A) to a Disposal of shares if such Disposal would result in the Acquiring Company becoming a Material Subsidiary, or (B) to a Disposal of other assets if all or substantially all of the assets of the Disposing Company are being disposed of; and

(c) a Disposal of any shares in a member of the Group to a person who is not a member of the Group may only be made:

(i) pursuant to an obligation in respect of any Executive Compensation Plan, any Caliza Transaction, any Centurion Transaction or any Trinidad Cement Group Transaction; or

(ii) if all the shares in that entity owned by members of the Group are the subject of the Disposal; or

(iii) where only a part of the shares in that entity (except Obligors) owned by members of the Group are the subject of the Disposal, if the aggregate value of shares so disposed of in any Financial Year is not greater than U.S.$100,000,000 (or its equivalent in any other currencies).

"**Permitted Distribution**" means the declaration, making or payment of a dividend, charge, fee or other distribution (or interest on any unpaid dividend, charge, fee or other distribution):

(a) on or in respect of the share capital of the Borrower or any Subsidiary of the Borrower provided that (i) the aggregate amount of all distributions made by the Borrower in any Financial Year does not (when aggregated with the nominal value of all shares acquired or repurchased by it in any Financial Year pursuant to paragraph (o) of the definition of "Permitted Acquisition") exceed $200,000,000 (or its equivalent) and (ii) the Borrower may only make a distribution on or in respect of its share capital if it has delivered a Compliance Certificate in respect of the Reference Period closest to the date of the declaration of such distribution for which a Compliance Certificate was required to have been delivered under the 2017 Facilities Agreement showing a Consolidated Leverage Ratio in respect of that Reference Period of 4.00:1 or less; or

(b) that is:

(i) a recapitalisation of earnings on or in respect of the share capital of the Borrower (or any class of its share capital) pursuant to which additional share capital of the Borrower or the right to subscribe for additional share capital is issued to the existing shareholders of the Borrower on a pro rata basis;

(ii) by way of the issuance of common equity securities of the Borrower or the right to subscribe for such common equity securities to the existing shareholders of the Borrower on a pro rata basis;

(iii) by way of the issuance of common equity securities of Caliza or the right to subscribe for such common equity securities to the existing shareholders of Caliza on a pro rata basis;

(iv) by way of the issuance of common equity securities of Centurion or the right to subscribe for such common equity securities to the existing shareholders of Centurion on a pro rata basis; or

(v) by way of the issuance of common equity securities of any member of the Trinidad Cement Group or the right to subscribe for such common equity securities to the existing shareholders of any member of the Trinidad Cement Group on a pro rata basis,

provided that, for the avoidance of doubt, no cash or other asset (other than the common equity securities referred to above) of any member of the Group (or any interest in any such cash or asset) is paid or otherwise transferred or assigned to any person that is not a member of the Group in connection with such distribution or interest; or

(c) that is a payment of interest (at a time at which no Default is continuing) on any perpetual debt securities issued by the Borrower or New Sunward Holding Financial Ventures B.V. or otherwise permitted by the 2017 Facilities Agreement; or

(d) to any minority shareholders of any Subsidiary of the Borrower; (i) pro rata to its holding in such Subsidiary and provided that all other shareholders of the relevant Subsidiary receive their equivalent pro rata share in any such dividend, charge, fee, distribution or interest payment at the same time; or (ii) in the case of minority shareholders of Assiut Cement Company on any basis (whether pro rata to its holding in such Subsidiary or otherwise), provided that the maximum aggregate amount distributed under this sub-paragraph (ii) must not exceed $25,000,000 (or its equivalent) from the date of the 2017 Facilities Agreement to the last Termination Date; or

(e) that is pursuant to any obligation or undertaking entered into by (i) Trinidad Cement Limited or any of its Subsidiaries prior to the date of the 2017 Facilities Agreement relating to an agreement with the union of Trinidad Cement Limited or that Subsidiary to provide shares in Trinidad Cement Limited or that Subsidiary to unionised employees of that company or (ii) Trinidad Cement or any of its Subsidiaries at any time after the date of the 2017 Facilities Agreement relating to an agreement with the union of Trinidad Cement or that Subsidiary to provide shares in Trinidad Cement or that Subsidiary to unionised employees of that company, provided that this sub-paragraph (ii) only relates to such obligations or undertakings that are entered into after the date of the 2017 Facilities Agreement that are no greater in scope than the obligations that had been taken on by Trinidad Cement Limited or any of its Subsidiaries in respect of the same subject matter prior to the date of the 2017 Facilities Agreement; or

(f) pursuant to a Permitted Share Buy-back.

"**Permitted Financial Indebtedness**" means:

(a) any Financial Indebtedness whatsoever incurred by an Obligor which Financial Indebtedness may, at the discretion of the Borrower, share in the Transaction Security; and

(b) any Financial Indebtedness incurred by a member of the Group which is not an Obligor:

(i) that is Existing Financial Indebtedness including any such Existing Financial Indebtedness to the extent that it is refinanced or replaced from time to time provided that the aggregate principal amount of such Financial Indebtedness does not increase above the principal amount outstanding as at the date of the 2017 Facilities Agreement (except as otherwise permitted or not restricted by the 2017 Facilities Agreement or by the amount of any capitalised interest under any facility or instrument that provided for capitalisation of interest on those terms as at the date of the 2017 Facilities Agreement);

(ii) that is owed to a member of the Group;

(iii) that constitutes a Permitted Securitisation;

(iv) arising under factoring arrangements, Inventory Financing arrangements or export credit facilities or any similar arrangements for the purchase of equipment (provided that any Security granted in relation to any such facility relates solely to equipment, the purchase of which was financed under such facility) or pursuant to sale and lease-back transactions provided that the maximum aggregate Financial Indebtedness of members of the Group which are not Obligors under such transactions does not exceed $500,000,000 at any time (disregarding, for the purpose of such limit, any amount of Financial Indebtedness of such members of the Group arising under such arrangements permitted under this paragraph (iv) and in place as at the date of the 2017 Facilities Agreement including any amounts under such Financial Indebtedness which has been repaid and reborrowed whether pursuant to the terms of the arrangement constituting such Financial Indebtedness when originally advanced or otherwise);

(v) incurred for the purposes of refinancing Financial Indebtedness of any member of the Group which is not an Obligor;

(vi) that becomes Financial Indebtedness solely as a result of any change in Applicable GAAP after the date of the 2017 Facilities Agreement and that existed prior to the date of such change in Applicable GAAP (or that replaces, and is on substantially the same terms as, such Financial Indebtedness);

(vii) of any person acquired by a member of the Group pursuant to a Permitted Acquisition provided that: (i) such Financial Indebtedness existed prior to the date of the acquisition and was not incurred, increased or extended in contemplation of, or since, the acquisition; and (ii) the aggregate amount of any such Financial Indebtedness of members of the Group which are not Obligors does not exceed $200,000,000 at any time;

(viii) under Treasury Transactions entered into in accordance with Clause 22.27 (*Treasury Transactions*) of the 2017 Facilities Agreement;

(ix) incurred pursuant to or in connection with any cash pooling or other cash management agreements in place with a bank or financial institution, but only to the extent of offsetting credit balances of a member of the Group which is not an Obligor pursuant to such cash pooling or other cash management arrangement;

(x) constituting Financial Indebtedness for taxes levied, assessments due and other governmental charges required to be paid as a matter of law or regulation in the ordinary course of trading;

(xi) that constitutes a Permitted Joint Venture;

(xii) that constitutes a Permitted Working Capital Facility;

(xiii) incurred by a member of the Caliza Group for the purposes of financing Caliza Expansion Capital in the amount of the Caliza Expansion Capital to be incurred (provided that the aggregate of all such Caliza Expansion Capital (other than any such amount that is funded from Relevant Proceeds) may not exceed the Caliza Expansion Capital Permitted Limit at any time);

(xiv) incurred by a member of the Centurion Group for the purposes of financing Centurion Expansion Capital in the amount of the Centurion Expansion Capital to be incurred (provided that the aggregate of all such Centurion Expansion Capital (other than any such amount that is funded from Relevant Proceeds) may not exceed the Centurion Expansion Capital Permitted Limit at any time);

(xv) not permitted by the preceding paragraphs or as a Permitted Transaction and the outstanding principal amount of which (when aggregated with the aggregate principal amount of any Financial Indebtedness of Obligors which is guaranteed by members of the Group which are not Obligors) does not exceed $500,000,000 (or its equivalent) in aggregate; and

(xvi) approved by the Agent acting on the instructions of the Majority Lenders,

provided that for the purposes of sub-paragraph (b) only, such Financial Indebtedness of members of the Group which are not Obligors shall not benefit from the Transaction Security but may be secured to the extent that any such Security or Quasi-Security put in place would constitute Permitted Security.

"**Permitted Fundraising**" means:

(a) any issuance of equity securities by the Borrower paid for in full in cash on issue (and, for the avoidance of doubt, such securities may be issued with an original issue discount) and not redeemable on or prior to the Termination Date and where such issue does not lead to a Change of Control; and

(b) any issuance of equity-linked securities issued by any member of the Group that are linked solely to, and result only in the issuance of, equity securities of the Borrower otherwise entitled to be issued under this definition (and that do not, for the avoidance of doubt, result in the issuance of any equity securities by such member of the Group) and that are paid for in full in cash on issue (and, for the avoidance of doubt, such securities may be issued with an original issue discount) and where such issue does not lead to a Change of Control (provided that such securities do not provide for the payment of interest in cash and are not redeemable on or prior to the Termination Date).

"**Permitted Fundraising Proceeds**" means the cash proceeds received by any member of the Group from a Permitted Fundraising.

"**Permitted Guarantee**" means:

(a) any guarantee or similar provided by an Obligor; and

(b) in relation to any member of the Group which is not an Obligor:

(i) any guarantee existing on the date of the 2017 Facilities Agreement;

(ii) the endorsement of negotiable instruments in the ordinary course of trade but excluding an *aval*;

(iii) any performance guarantee or Contingent Instrument guaranteeing performance by a member of the Group under any contract entered into in the ordinary course of trade;

(iv) any guarantee of a Joint Venture to the extent permitted by Clause 22.20 (*Joint ventures*) of the 2017 Facilities Agreement;

(v) any guarantee (including an *aval*) of Financial Indebtedness falling within the definition of Permitted Financial Indebtedness;

(vi) any guarantee given in respect of the netting or set-off arrangements permitted pursuant to paragraph (B) of the definition of Permitted Security;

(vii) any indemnity given in the ordinary course of business by any member of the Group which is not an Obligor in connection with its commercial or corporate activities, including but not limited to any Permitted Disposal, Permitted Acquisition, or any indemnity given to professional advisers on customary terms as part of the terms of their engagement;

(viii) any guarantee given by a member of the Group which is not an Obligor in respect of the obligations of another member of the Group which is not an Obligor;

(ix) any guarantee consented to by the Agent acting on behalf of the Majority Lenders;

(x) any guarantee given by a member of the Group in respect of obligations of a member of the Caliza Group or of the Centurion Group under Financial Indebtedness permitted to be incurred under paragraph (b)(xiii) or (b)(xiv), as applicable of the definition of Permitted Financial Indebtedness; and

(xi) any other guarantee that does not fall within paragraphs (i) to (x) above given by a member of the Group which is not an Obligor provided that at any time the aggregate principal amount guaranteed by all such guarantees does not exceed $500,000,000 (or its equivalent) (and provided further that (i) any performance bonds, banker's acceptances or guarantee, bonding, documentary or stand-by letter of credit facilities shall only be counted towards such limit to the extent that such performance bond, banker's acceptance, guarantee, bonding, documentary or stand-by letter of credit facility constitutes Debt and (ii) where such guarantee is to be given by a member of the Group that is not an Obligor in relation to Financial Indebtedness of an Obligor, such guarantee shall be considered as Financial Indebtedness for the purposes of paragraph (b)(xv) of the definition of Permitted Financial Indebtedness).

"**Permitted Joint Venture**" means any investment in any Joint Venture (by way of a subscription for shares in, loan to, guarantee in respect of the liabilities of or transfer of assets to that Joint Venture) where:

(a) such investment exists or a member of the Group is contractually committed to such investment at the date of the 2017 Facilities Agreement; or

(b) such investment is otherwise permitted under, or not restricted by, the 2017 Facilities Agreement (other than pursuant to paragraph (e) of the definition of "Permitted Acquisition," paragraph (b)(xi) of the definition of "Permitted Financial Indebtedness," paragraph (b)(iv) of the definition of "Permitted Guarantee," paragraph (c) of the definition of "Permitted Loan" or paragraph (i) of the definition of "Permitted Share Issue").

"**Permitted Loan**" means:

(a) any trade credit extended by any member of the Group to its customers on normal commercial terms and in the ordinary course of its trading activities;

(b) Financial Indebtedness which is referred to in the definition of, or otherwise constitutes, Permitted Financial Indebtedness (except under paragraph (b)(iii) of that definition);

(c) a loan made to a Joint Venture to the extent permitted under Clause 22.20 (Joint ventures) of the 2017 Facilities Agreement;

(d) a loan made by a member of the Group to another member of the Group;

(e) deferred consideration in relation to Disposals falling within the definition of Permitted Disposal;

(f) a loan made by a member of the Group to an employee or director of any member of the Group if the amount of that loan when aggregated with the amount of all loans to employees and directors by members of the Group does not exceed $15,000,000 (or its equivalent) at any time;

(g) any loan consented to by the Agent acting on the instructions of the Majority Lenders;

(h) a loan arising as a result of an advance payment of Capital Expenditure made in the ordinary course of trading where such Capital Expenditure is permitted under the 2017 Facilities Agreement;

(i) any credit extended by way of receipt by a member of the Group of promissory notes in exchange for supplying materials or services for use in Mexican public works projects as long as the aggregate principal amount of the Financial Indebtedness under such loan(s) does not exceed $100,000,000 (or its equivalent) at any time; and

(j) any other loan(s) as long as the aggregate principal amount of the Financial Indebtedness under any such loan(s) does not exceed $250,000,000 (or its equivalent) at any time.

"**Permitted Put/Call Proceeds**" means any cash or other assets arising out of or in connection with any Permitted Put/Call Transaction, including, but not limited to, any settlement, disposal, transfer, assignment, close-out or other termination of such Permitted Put/Call Transaction.

"**Permitted Put/Call Transaction**" means any call option, call spread, capped call transaction, put option, put spread, capped put transaction or any combination of the foregoing and/or any other Treasury Transaction or transactions having a similar effect to any of the foregoing, in each case entered into, sold or purchased not for speculative purposes but for the purposes of managing specific risks or exposures associated with any issuance of Relevant Convertible/Exchangeable Obligations.

"**Permitted Reorganisation**" means, any intra-Group reorganisation (including any Reconstruction) provided that upon completion of each step in the Permitted Reorganisation the requirements of Clause 22.28 (*Transaction Security*) of the 2017 Facilities Agreement are satisfied, where relevant.

"**Permitted Securitisation**" means a transaction or series of related transactions providing for the securitisation of receivables and related assets by the Borrower or its Subsidiaries, including a sale at a discount, provided that (i) such receivables have been transferred, directly or indirectly, by the originator thereof to a person that is not a member of the Group in a manner that satisfies the requirements for an absolute conveyance (or, where the originator is organised in Mexico, a true sale), and not merely a pledge, under the laws and regulations of the jurisdiction in which such originator is organised; and (ii) except for customary representations, warranties, covenants and indemnities, such sale, transfer or other securitisation is carried out on a non-recourse basis or on a basis where recovery is limited solely to the collection of the relevant receivables (other than where such recourse or recovery is required pursuant to Article 122a of the Capital Requirements Directive of the European Parliament and of the Council of the European Union (as introduced by Directive 2009/111/EC of 16 September 2009, amending Directives 2006/48/EC, 2006/49/EC and 2007/64/EC) (as further amended or replaced from time to time, including, without limitation, by virtue of Articles 404 to 410 of Regulation (EU) No 575/2013 of the European Parliament and of the Council of 26 June 2013 on prudential requirements for credit institutions and investment firms) and any relevant implementing legislation or pursuant to any analogous laws or regulations in any jurisdiction (the "**Relevant Legislation**")).

"**Permitted Security**" means the following Security and Quasi-Security:

(A) Security for taxes, assessments and other governmental charges the payment of which is being contested in good faith by appropriate proceedings promptly initiated and diligently conducted and for which such reserves or other appropriate provision, if any, as shall be required by Applicable GAAP of the Borrower shall have been made;

(B) Security granted pursuant to or in connection with any netting or set-off arrangements entered into in the ordinary course of trading (including, for the avoidance of doubt, any cash pooling or cash management arrangements in place with a bank or financial institution falling within paragraph (b)(ix) of the definition of Permitted Financial Indebtedness or any similar Financial Indebtedness incurred by an Obligor);

(C) statutory liens of landlords and liens of carriers, warehousemen, mechanics and materialmen incurred in the ordinary course of business for sums not yet due or the payment of which is being contested in good faith by appropriate proceedings promptly initiated and diligently conducted and for which such reserves or other appropriate provision, if any, as shall be required by Applicable GAAP of the Borrower shall have been made;

(D) liens incurred or deposits made in the ordinary course of business in connection with (1) workers' compensation, unemployment insurance and other types of social security, or (2) other insurance maintained by the Group in accordance with Clause 22.10 (*Insurance*) of the 2017 Facilities Agreement;

(E) any attachment or judgment lien, unless the judgment it secures shall not, within 60 days after the entry thereof, have been discharged or execution thereof stayed pending appeal, or shall not have been discharged within 60 days after the expiration of any such stay;

(F) Security and Quasi-Security existing as at 30 June 2017 as described in Schedule 11 (*Existing Security and Quasi-Security*) of the 2017 Facilities Agreement and any equivalent Security and Quasi-Security in relation to any Financial Indebtedness that is refinancing or replacing any Financial Indebtedness over which Security or Quasi-Security is in place described in Schedule 11 (*Existing Security and Quasi-Security*) of the 2017 Facilities Agreement provided that the principal amount secured thereby is not increased (save that principal amounts secured by Security or Quasi-Security in respect of:

(1) Treasury Transactions where there are fluctuations in the mark-to-market exposures of those Treasury Transactions; and

(2) Financial Indebtedness where principal may increase by virtue of capitalisation of interest,

may be increased by the amount of such fluctuations or capitalisations, as the case may be);

(G) any Security or Quasi-Security permitted by the Agent, acting on the instructions of the Majority Lenders;

(H) any Security created or deemed created pursuant to a Permitted Securitisation;

(I) any Security or Quasi-Security granted in connection with any Treasury Transaction, excluding any Treasury Transaction described in Schedule 11 (*Existing Security and Quasi-Security*) of the 2017 Facilities Agreement, that constitutes Permitted Financial Indebtedness provided that the aggregate value of the assets that are the subject of such Security or Quasi-Security does not exceed $200,000,000 (or its equivalent in other currencies) at any time;

(J) Security or Quasi-Security granted or arising over receivables, inventory, plant or equipment that fall within paragraph (b) (iv) of the definition of Permitted Financial Indebtedness or any similar Financial Indebtedness incurred by an Obligor;

(K) the Transaction Security including, for the avoidance of doubt, any sharing in the Transaction Security referred to in paragraph (a) of the definition of Permitted Financial Indebtedness;

(L) any Security or Quasi-Security over bank accounts arising under clause 24 or clause 25 of the general terms and conditions (*algemene bankvoorwaarden*) of any member of the Dutch Bankers' Association (*Nederlandse Vereniging van Banken*);

(M) any Security or Quasi-Security that is created or deemed created on shares of the Borrower or, as the case may be, Caliza, Centurion or, as applicable, any member of the Trinidad Cement Group, pursuant to an obligation in respect of an Executive Compensation Plan by virtue of such shares being held on trust for the holders of the convertible securities pending exercise of any conversion option, where such Quasi-Security is customary for such transaction;

(N)

(1) any Security or Quasi-Security granted over assets of the Caliza Group in connection with any Permitted Financial Indebtedness referred to in paragraph (b)(xiii) of that definition or any similar Financial Indebtedness incurred by an Obligor; or

(2) any Security or Quasi-Security granted over assets of the Centurion Group in connection with any Permitted Financial Indebtedness referred to in paragraph (b)(xiv) of that definition or any similar Financial Indebtedness incurred by an Obligor;

(O) in addition to the Security and Quasi-Security permitted by the foregoing paragraphs (A) to (N) (and (P) below), Security or Quasi-Security securing indebtedness of the Borrower and its Subsidiaries (taken as a whole) not in excess of $500,000,000; or

(P) Security or Quasi-Security granted in connection with or arising out of a Lease, provided that such Security or Quasi-Security is over the right to use the asset or equipment that is the subject of the Lease pursuant to the terms of the Lease, or the rights of the relevant member of the Group over the asset or equipment which is the subject of the Lease.

"**Permitted Share Buy-back**" means any acquisition or repurchase by the Borrower, directly or indirectly, of its own shares (or securities representing such shares), provided that the aggregate value of all shares (or securities representing such shares) acquired or repurchased by it pursuant to this definition does not exceed U.S.$500,000,000 (or its equivalent).

"**Permitted Share Issue**" means:

(a) a Permitted Fundraising;

(b) an issue of shares by a member of the Group which is a Subsidiary of the Borrower to another member of the Group (and, where the member of the Group has a minority shareholder, to that minority shareholder on a pro rata basis) where (if the existing shares of the Subsidiary are the subject of the Transaction Security) the newly-issued shares also become subject to the Transaction Security on the same terms;

(c) an issue of shares by the Borrower to comply with an obligation in respect of any Executive Compensation Plan of the Borrower;

(d) an issue of common equity securities of the Borrower or other equity-like instruments of the Borrower or any other member of the Group either (i) by the Borrower or (ii) to any member of the Group where the Borrower or that member of the Group has an obligation to deliver such shares or other equity-like instruments to a counterparty pursuant to the terms of any Permitted Put/Call Transaction or an obligation to deliver such shares or other equity-like instruments to the holder(s) of convertible or exchangeable securities comprising Financial Indebtedness permitted pursuant to, or not restricted by, Clause 22.6 (*Financial Indebtedness*) of the 2017 Facilities Agreement pursuant to the terms and conditions of such convertible or exchangeable securities (as amended from time to time);

(e) an issue of shares by Caliza, by Centurion or by any member of the Trinidad Cement Group to comply with an obligation in respect of any Executive Compensation Plan of Caliza, Centurion or any member of the Trinidad Cement Group, as applicable;

(f) an issue of shares by Caliza pursuant to a Caliza Transaction, an issue of shares by Centurion pursuant to a Centurion Transaction or an issue of shares by any member of the Trinidad Cement Group pursuant to a Trinidad Cement Group Transaction;

(g) any issue of shares by the Borrower, Caliza, Centurion or any member of the Trinidad Cement Group which comprise the consideration for a Permitted Acquisition;

(h) an issue of shares by any member of the Trinidad Cement Group pursuant to any commitments made by any member of the Trinidad Cement Group prior to the date of the 2017 Facilities Agreement provided that, in the case of Trinidad New HoldCo and any other successor company to such company in the role of holding company of the Borrower's interests in the Trinidad Cement Group, such commitments may be entered into after the date of the 2017 Facilities Agreement and shares so issued so long as the commitments to issue shares are no greater in scope than the obligations that have been taken on by Trinidad Cement Limited in respect of the issuance of its shares prior to the date of the 2017 Facilities Agreement;

(i) an issue of shares which constitutes a Permitted Joint Venture; and

(j) any issue of shares consented to by the Agent acting on the instructions of the Majority Lenders.

"**Permitted Transaction**" means:

(a) any disposal required, Financial Indebtedness incurred, guarantee, indemnity or Security given, or other transaction arising, under the Finance Documents;

(b) the solvent liquidation or reorganisation of any member of the Group which is not an Obligor so long as any payments or assets distributed as a result of such liquidation or reorganisation are distributed to other members of the Group (and, where the member of the Group has a minority shareholder, to that minority shareholder on a pro rata basis);

(c) any Permitted Reorganisation;

(d) transactions (other than (i) any sale, lease, license, transfer or other disposal and (ii) the granting or creation of Security or the incurring or permitting to subsist of Financial Indebtedness) conducted in the ordinary course of trading on arm's length terms;

(e) any guarantee arising under or as a result of, or pursuant to, the terms of a Lease; and

(f) any acquisition of (x) an asset that is subject to a Lease; or (y) a company (or shares or securities in a company) a business or undertaking (including where a Joint Venture arises) where the asset or assets that is or are the subject of the Lease is or are the only asset(s) owned by the relevant or underlying company, business or undertaking, in each case, pursuant to or as required by the terms of, a Lease.

"**Permitted Working Capital Basket**" has the meaning given to that term in the definition of Permitted Working Capital Facility.

"**Permitted Working Capital Facility**" means Financial Indebtedness of one or more members of the Group which are not Obligors under loan facilities, overdraft facilities, performance bonds, banker's acceptances, guarantee, bonding, documentary or stand-by letter of credit facilities, commercial paper, insurance premium financing and, in each case, other similar facilities or accommodation (in any case) for the financing of working capital of the Group or such members of the Group in an aggregate amount of no more than $900,000,000 (or its equivalent) (the "**Permitted Working Capital Basket**") provided that the Permitted Working Capital Basket shall only limit any such performance bond, banker's acceptance, guarantee, bonding, documentary or stand-by letter of credit facility to the extent that such performance bond, banker's acceptance, guarantee, bonding, documentary or stand-by letter of credit facility constitutes Debt.

"**Promissory Note**" means a dual column English and Spanish non-negotiable promissory note issued or to be issued by the Borrower and executed por aval by each of the Guarantors, substantially in the form set out in Part I (*Term Loans in Dollars Pagaré No Negociable / Non-Negotiable Promissory Note*) of the 2017 Facilities Agreement for Term Loans in dollars, Part II (*Loans in Dollars under the revolving loan Facility Pagaré No Negociable / Non-Negotiable Promissory Note*) of the 2017 Facilities Agreement, for Loans in dollars under the revolving loan Facility, Part III (*Term Loans in sterling Pagaré No Negociable / Non-Negotiable Promissory Note*) of the 2017 Facilities Agreement, for Term Loans in sterling and Part IV (*Term Loans in euro Pagaré No Negociable / Non-Negotiable Promissory Note*) of the 2017 Facilities Agreement for Term Loans in euro of Schedule 4 (*Form of Promissory Note*) of the 2017 Facilities Agreement.

"**Quarter Date**" means each of 31 March, 30 June, 30 September and 31 December.

"**Quasi-Security**" means an arrangement or transaction in which the Borrower or any Subsidiary:

(i) sells, transfers or otherwise disposes of any of its assets on terms whereby they are or may be leased to or re-acquired by an Obligor or any other member of the Group;

(ii) sells, transfers or otherwise disposes of any of its receivables on recourse terms;

(iii) enters into any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts; or

(iv) enters into any other preferential arrangement having a similar effect, in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness or of financing the acquisition of an asset.

"**Receiver**" means a receiver or receiver and manager or administrative receiver of the whole or any part of the Charged Property.

"**Reconstruction**" means any amalgamation, demerger, merger, *fusión*, *escisión* or other corporate reconstruction.

"**Reference Period**" means a period of four consecutive Financial Quarters.

"**Relevant Convertible/Exchangeable Obligations**" means: (a) any Financial Indebtedness incurred by any person the terms of which provide that satisfaction of the principal amount owing under such Financial Indebtedness (whether on or prior to its maturity and whether as a result of bankruptcy, liquidation or other default by such person or otherwise) shall occur solely by delivery of shares or common equity securities in the Borrower or any other member of the Group; and (b) any Financial Indebtedness under any Subordinated Optional Convertible Securities.

"**Relevant Proceeds**" means Caliza Proceeds, Centurion Proceeds, Disposal Proceeds, Permitted Fundraising Proceeds or Permitted Put/Call Proceeds.

"**Reserve**" means a reserve created by the Borrower (and any of its Subsidiaries).

"**Reserve Certificate**" means:

(a) for the purposes of paragraph (d)(i) of Clause 21.5 (*Reserve*) of the 2017 Facilities Agreement, a certificate signed by a Responsible Officer setting out the amount of proceeds from an incurrence of Permitted Financial Indebtedness that the Borrower (or any of its Subsidiaries) wishes to be applied to a Reserve in accordance with this Clause 21.5 (*Reserve*) of the 2017 Facilities Agreement and which has been actually credited to that Reserve; and

(b) for the purposes of paragraph (d)(ii) of Clause 21.5 (*Reserve*) of the 2017 Facilities Agreement, a certificate signed by a Responsible Officer setting out the amount of proceeds from an incurrence of Permitted Financial Indebtedness standing to the credit of a Reserve that the Borrower (or any of its Subsidiaries) wishes to be applied in repayment or prepayment of Financial Indebtedness as described in paragraph (a) above and which is so applied.

"**Resignation Letter**" means a document substantially in the form set out in Schedule 8 (*Form of Resignation Letter*) of the 2017 Facilities Agreement.

"**Responsible Officer**" means the Chief Financial Officer and/or Chief Controlling Officer of the Borrower or a person holding equivalent status (or higher).

"**S&P**" means S&P Global Ratings, a division of S&P Global Inc., , and any successor to its rating agency business.

"**SEC**" means the U.S. Securities Exchange Commission and any successor thereto.

"**Secured Parties**" means each Finance Party from time to time to the 2017 Facilities Agreement and any Receiver or Delegate.

"**Security**" means a mortgage, charge, pledge, lien, security trust or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

"**Security Agent**" means Wilmington Trust (London) Limited as security agent of the Secured Parties.

"**Security Providers**" means the Original Security Providers and any Additional Security Provider other than any Original Security Provider or Additional Security Provider which has ceased to be a Security Provider pursuant to Clause 28.4 (*Resignation of a Security Provider*) of the 2017 Facilities Agreement and has not subsequently become an Additional Security Provider pursuant to Clause 28.2 (*Additional Guarantors and Additional Security Providers*) of the 2017 Facilities Agreement, and

"**Security Provider**" means any of them.

"**Selection Notice**" means a notice substantially in the form set out in Part II of Schedule 3 (*Requests and Notices*) of the 2017 Facilities Agreement given in accordance with Clause 10 (*Interest Periods*) of the 2017 Facilities Agreement.

"**Spanish GAAP**" means the Spanish General Accounting Plan (*Plan general de contabilidad*) approved by Royal Decree 1514/2007 as in effect from time to time and consistent with those used in the preparation of the most recent audited financial statements referred to in Clause 20.1 (*Financial statements*) of the 2017 Facilities Agreement.

"**Subordinated Optional Convertible Securities**" means:

(a) The Existing Subordinated Convertible Notes; and

(b) any Financial Indebtedness incurred by any member of the Group the terms of which provide that such indebtedness is capable of optional conversion into equity securities or other equity-like instruments of the Borrower or any member of the Group and that repayment of principal and accrued but unpaid interest thereon is subordinated (under terms customary for an issuance of such Financial Indebtedness) to all senior Financial Indebtedness of the Borrower (including, but not limited to, the Facilities) except for: (A) indebtedness that states, or is issued under a deed, indenture, agreement or other instrument that states, that it is subordinated to or ranks equally with any Subordinated Optional Convertible Securities and (B) indebtedness between or among members of the Group provided that:

(i) If such Financial Indebtedness is being issued to refinance Existing Subordinated Convertible Notes (only) then:

(A) principal repayments in cash of such Financial Indebtedness shall:

1. not exceed in aggregate the amount of the fees, costs and expenses related to the refinancing of the Existing Subordinated Convertible Notes being refinanced plus the higher of (x) the nominal value of such Existing Subordinated Convertible Notes and (y) the market value of such Existing Subordinated Convertible Notes; and

2. if payable in cash in any instalments scheduled before (but excluding) the maturity date of the Existing Subordinated Convertible Notes being refinanced, such instalments are no greater in amount or sooner in time than provided for by the Existing Subordinated Convertible Notes being refinanced; or

(B) such Financial Indebtedness shall not have any scheduled principal repayments in cash until after the last Termination Date under the 2017 Facilities Agreement; and

(ii) in all other circumstances, such Financial Indebtedness shall not have any scheduled principal repayments in cash until after the last Termination Date under the 2017 Facilities Agreement.

"**Subsidiary**" means in relation to any company, partnership or corporation, a company, partnership or corporation:

(a) which is controlled, directly or indirectly, by the first mentioned company, partnership or corporation;

(b) in the case of a company or corporation, more than half the issued share capital of which is beneficially owned, directly or indirectly by the first mentioned company, partnership or corporation; or

(c) which is a Subsidiary of another Subsidiary of the first mentioned company, partnership or corporation,

and for this purpose, a company or corporation shall be treated as being controlled by another if that other company or corporation is able to direct its affairs and/or to control the composition of its board of directors or equivalent body.

"**TARGET2**" means the Trans-European Automated Real-time Gross Settlement Express Transfer payment system, which utilises a single shared platform and which was launched on 19 November 2007.

"**TARGET Day**" means any day on which TARGET2 is open for the settlement of payments in euro.

"**Term Loan**" means:

(a) a Facility A Loan;

(b) a Facility B Loan;

(c) a Facility C Loan;

(d) a Facility D1 Loan;

(e) a Facility E Loan;

(f) a Facility F Loan;

(g) a Facility G Loan;

(h) a Facility H Loan; or

(i) any term loan under any new term loan facility established in accordance with Clause 2.2 (*Accordion*) of the 2017 Facilities Agreement.

"**Termination Date**" means, in each case subject to Clause 38.3 (*Facility Change*) of the 2017 Facilities Agreement, (i) in relation to Facility A, Facility B, Facility C, Facility D1 and Facility D2, the date falling 60 Months after the date of the 2017 Facilities Agreement, (ii) in relation to Facility E, Facility F, Facility G and Facility H, the date falling 78 Months after the date of the 2017 Facilities Agreement, and (iii) in relation to any other Facility or Facilities granted pursuant to Clause 2.2 (*Accordion*) of the 2017 Facilities Agreement, the termination date in relation to that Facility or those Facilities (as applicable).

"**Total Commitments**" means the aggregate of the Total Facility A Commitments, Total Facility B Commitments, Total Facility C Commitments, Total Facility D1 Commitments, Total Facility D2 Commitments, Total Facility E Commitments, Total Facility F Commitments, Total Facility G Commitments, Total Facility H Commitments and any other commitments arising under any new facility established pursuant to Clause 2.2(*Accordion*) of the 2017 Facilities Agreement.

"**Total Facility A Commitments**" means the aggregate of the Facility A Commitments, being (i) $1,234,435,319.98 at the date of the 2017 Facilities Agreement, and (ii) $98,542,800.00 as at the 2019 Amendment Effective Date.

"**Total Facility B Commitments**" means the aggregate of the Facility B Commitments, being (i) €740,532,026.74 at the date of the 2017 Facilities Agreement, and (ii) €10,822,510.82 as at the 2019 Amendment Effective Date.

"**Total Facility C Commitments**" means the aggregate of the Facility C Commitments, being (i) £343,612,270.82 at the date of the 2017 Facilities Agreement, and (ii) £86,239,938.68 as at the 2019 Amendment Effective Date.

"**Total Facility D1 Commitments**" means the aggregate of the Facility D1 Commitments, being (i) $377,013,090.91 at the date of the 2017 Facilities Agreement, and (ii) $17,483,400.00 as at the 2019 Amendment Effective Date.

"**Total Facility D2 Commitments**" means the aggregate of the Facility D2 Commitments, being $1,134,994,890.95 at the date of the 2017 Facilities Agreement.

"**Total Facility E Commitments**" means the aggregate of the Facility E Commitments, being $1,135,892,519.98 as at the 2019 Amendment Effective Date.

"**Total Facility F Commitments**" means the aggregate of the Facility F Commitments, being €729,709,515.92 as at the 2019 Amendment Effective Date.

"**Total Facility G Commitments**" means the aggregate of the Facility G Commitments, being £257,372,332.14 as at the 2019 Amendment Effective Date.

"**Total Facility H Commitments**" means the aggregate of the Facility H Commitments, being $359,529,690.91 as at the 2019 Amendment Effective Date.

"**Transaction Security**" means the Security created or expressed to be created in favour of the Security Agent pursuant to the Transaction Security Documents.

"**Transaction Security Documents**" means the Mexican Security Trust Agreement, each of the documents listed as being a Transaction Security Document in paragraph 3 (*Transaction Security Documents*) of Part I of Schedule 2 (*Conditions Precedent*) of the 2017 Facilities Agreement and any document required to be delivered to the Agent under paragraph 3 (*Transaction Security Documents*) of Part II of Schedule 2 (*Conditions Precedent*) of the 2017 Facilities Agreement together with any other document entered into by any Obligor creating or expressed to create any Security over all or any part of its assets in respect of the obligations of any of the Obligors under any of the Finance Documents (and any other "Debt Documents" as defined in the Intercreditor Agreement).

"**Treasury Transactions**" means any derivatives, swap, forward, option or other similar transaction whatsoever.

"**Trinidad Cement**" means:

(a) from the date of the 2017 Facilities Agreement and until the Trinidad Cement Amalgamation Date, Trinidad Cement Limited; and

(b) on and from the date of the Trinidad Cement Amalgamation Date, Trinidad New HoldCo and any other successor company to such company in the role of holding company of the Borrower's interests in the Trinidad Cement Group at any time.

"**Trinidad Cement Amalgamation Date**" means the date on which the amalgamation and reorganisation relating to the Trinidad Cement Group as described in the 2019 Second Consent Request is effected (following relevant shareholder approvals).

"**Trinidad Cement Group**" means Trinidad Cement and its Subsidiaries for the time being.

"**Trinidad Cement Group Offering Option**" has the meaning given to such term in paragraph (b) of the definition of Trinidad Cement Group Transaction.

"**Trinidad Cement Group Transaction**" means:

(a) a Disposal by a member of the Group of any shares in any member of the Trinidad Cement Group to a person who is not a member of the Group; or

(b) an offering of shares in any member of the Trinidad Cement Group and including any put or other option (a "**Trinidad Cement Group Offering Option**") entered into with one or more financial institutions in respect of any share lending, over-allotment or other similar arrangement in connection with an offering of shares in any member of the Trinidad Cement Group provided that the exercise period for such put or other option shall be no longer than 30 days from the settlement date of the offering of shares in any member of the Trinidad Cement Group,

(in either case) whether by way of a single transaction or a series of transactions and which does not breach Clause 22.21 (*Disposals*) of the 2017 Facilities Agreement.

"**Trinidad New HoldCo**" means the holding company of the Borrower's interests in the Trinidad Cement Group as a result of the reorganisation and amalgamation described in the 2019 Second Consent Request.

"**Utilisation Request**" means a notice substantially in the form set out in Part I (*Utilisation Request*) of Schedule 3 (*Requests and Notices*) of the 2017 Facilities Agreement.

EXCLUSIVE PAPER FOR NOTARIAL DOCUMENTS

[Seal that reads on every other page:

MIGUEL RUIZ-
GALLARDON
GARCIA RASILLA
(NIHIL PRIUS FIDE)
NOTARY OF
MADRID]

DEED OF ACCESSION TO THE PLEDGE OF SHARES OF CEMEX ESPAÑA, S.A. GRANTED BY THE ENTITIES "THE BANK OF NEW YORK MELLON" and "CEMEX ESPAÑA, S.A."

NUMBER ONE HUNDRED TWENTY-THREE.

In Madrid, on January fifteen of two thousand twenty-one.

Before me, **MIGUEL RUIZ-GALLARDÓN GARCÍA DE LA RASILLA,** Notary Public the Illustrious Bar of this capital and with residence in the same.

APPEAR:

MRS. ANA MARÍA ARIAS SOMALO, of legal age, of Spanish nationality, with domicile for these purposes in Madrid, at José Abascal St., 45; with National Identity Document number 00410487-Y, and.

MRS. MÓNICA BASELGA LORING, of legal age, with domicile for these purposes in Madrid, at Hernández de Tejada St., number 1; with National Identity Document number 51066340-S.

INTERVENE:

The first, on behalf and representation of **THE BANK OF NEW YORK MELLON** (hereafter, the **"Bank")**, entity incorporated in accordance with the laws of the State of New York (United States of America), with registered office at 240 Greenwich Street, 7th Floor, New York, N.Y. 10286, United States of America, and with Tax ID number 13-5160382 acting in turn in representation of and for the benefit of the holders of Senior Secured Notes for a maximum main aggregate amount of **ONE BILLION SEVEN HUNDRED AND FIFTY MILLION dollars (1,750,000,000.00 USD)**, at an interest rate of **3.875**%, with maturity in **2031**, subject to the assumptions of anticipated amortization that have been foreseen, issued under the bond issue agreement (Indenture), governed by the laws of the State of New York (United States of America), signed or to be signed on January twelve, two thousand and twenty one by, among others, CEMEX, S.A.B. de C.V. a company incorporated in accordance with the laws of Mexico, as issuer, and The Bank of New York Mellon, as trustee (hereinafter, with its following amendments or novations, the **"Bond Issue")**.

Making use of the current power, as she affirms, conferred in her favor by Mr. Bret D. Derman, and Mrs. Loretta Lundberg as legal representatives of the aforementioned entity on January eight, two thousand and twenty one, photocopy of which, with its corresponding certificate issued by the Notary Public of New York, D. Brianne Adler, has been shown to me and whose original, duly apostilled in accordance with the Hague Convention of October 5, 1961, which I will add to this present deed, through diligence, when it is delivered to me. **I, the Notary, notice the fact that the original document of said power of attorney is not being shown at this time, but the parties have insisted on their intention to have this deed issued.**

The person appearing before me assures that its powers of attorney and the legal existence of the Bank remain in effect, and that its corporate name, address and corporate purpose have not changed with respect to those recorded in this deed, as well as that the identification referred to in article 4 of the Prevention of Money Laundering Law 10/2010 of April 28 and the Regulation implementing it approved by Royal Decree 304/2014 of May 5, does not apply to this deed, as the relevant party is an excepted corporation.

The second, on behalf and representing the Company **"CEMEX ESPAÑA, S.A."** (formerly COMPAÑÍA VALENCIANA DE CEMENTOS PÓRTLAND, S.A.) domiciled in Madrid, Hernández de Tejada st., 1; purpose of which is the Holding activity.

With Code CNAE 6420 " Activities of the Holding Company ".

It was incorporated with an indefinite duration in deed authorized by the Notary who was from Valencia, Don Juan Bautista Roch Contelles, on April 30, 1917, adapted to the present legislation through deed authorized by the Notary of Valencia, Mr. Antonio Soto Bisquert on July 13, 1990; incorporation of which was REGISTERED in the Mercantile Registry of Valencia, to volume 122, book 28 of companies, section 3rd of anonymous, sheet 354, registration 1st; as to the adaptation it is registered in the aforementioned Registry, to volume 2,854, book 10, general section, folio sheet V2533, registration 165; also, the bylaws of the company were combined through another public instrument authorized by the Notary of Madrid, Mr. Antonio Francés y de Mateo on August 12, 1993, with order number 6,796, which caused the 200th registration.

Transferred the current address above, by deed authorized by the Notary of Valencia, Mr. Antonio Soto Bisquert, on June 29, 1995, with order number 1,489 of his notarial registry, and registered in the Mercantile Registry of Madrid, to volume 9743 and 9744, section 8th, of the Book of Companies, folio 1 and 166, sheet number M 156542, registrations 1st and 2nd.

Changed its name to the one it now holds, by agreement adopted by the General Board of Shareholders of the Company, in its meeting held on the twenty-fourth day of June, two thousand and two, registered as public instrument before the Notary of Madrid, Mr. Rafael Monjo Carrió, the same day, under order number 662 of its notarial registry, causing the 122th registration of the registry sheet.

It has Tax Identification Code (C.I.F.) number: A46004214 and CNAE Code number 6420 (holding companies).

The appearing party states that the data identifying the Company and, especially, its corporate purpose and domicile, have not varied from those established above.

Making use of the current powers, as she affirms were conferred in her favor by agreement adopted by the Board of Directors of the Company, at their meeting held on December ten, two thousand and twenty, registered as public instrument through deed granted before the Notary Public of Madrid, Mr. Antonio Pérez-Coca Crespo, on December twenty-three, two thousand and twenty, under the number 6511 of notarial record , as evidenced to me by authorized copy of said deed that I have at sight.

For the purposes set forth in article 98 of the Law 24/2001, and in accordance with the Resolution of the General Directorate of Registries and Notaries of April 12, 2002, I note that in my opinion, I consider the accredited representative powers sufficient to formalize this deed of accession of pledge pursuant to the terms that are indicated below. _____

I, the Notary, expressly state that I have complied with the obligation of identification of the real holder that the Law 10/2010 of April 28, imposes, and after consulting the Real Ownership Database, I present the results to the person appearing before me, stating that the results must be updated in the deed authorized by me today. _____

The appearing ladies have in my opinion, as they intervene, the legal capacity and legitimate interest necessary for the granting of this **DEED OF ACCESSION TO THE POLICY OF PLEDGE OF SHARES OF CEMEX ESPAÑA, S.A.** and, for such purpose, in the representation they hold, and all the legal effects that may be applicable, they

STATE

I. That, in virtue of the agreement granted in the policy intervened by the Notary of Madrid, Mr. Rafael Monjo Carrió on November 8, 2012, registered with number 3,530 in Section A of their Registry Book, which has been extended several times, the last on December 23, 2020 through public deed of an agreement of an extension of pledge of shares granted before the Notary of Madrid Mr. Antonio Pérez-Coca Crespo under number 6513 of order of his notarial registry (hereinafter, the **"Pledge Policy"),** CEMEX, S.A.B. de C.V. and New Sunward Holding B.V. initially and, after the merger of New Sunward Holding B.V. with Cemex España, S.A., Cemex Operaciones México S.A. de C.V. and Cemex Innovation Holding Ltd, constituted certain real rights of Pledge (hereinafter, the **"Pledges")** over the shares of the company CEMEX España, S.A. of their ownership.

II. That, in accordance with the Contract of Relationship between Creditors (such as it is defined in the Pledge Policy), the creditors of the CEMEX group in virtue of bond issues such as the Issuance of Bonds will be considered as Creditors of Additional Bonds (Additional Notes Creditors) and, therefore, of Secured Parties pursuant to the terms provided for in the Contract of Relationship between Creditors and in the Pledge Policy, and they can get the benefit of the Pledges by adhering to the Pledge Policy in accordance with the provisions of Clause 16 therein.

III. That, in accordance with the provisions of Clause 16 of the Pledge Policy, the Secured Parties, in whose benefit the Agent of Guarantees acted, including the Bank, in its capacity as trustee of the bondholders of the Bond Issue, may adhere to the Pledge Policy and ratify their content, accepting the Pledges constituted in their favor as guarantee of the corresponding Secured Debentures, through the appearance before Notary.

Said accessions will be carried out through the granting of the corresponding deed or accession policy, and all the above without the need for new consent of the pledging agents or pledgee creditors, for having given their consent in advance in the Contract of Relationship between Creditors and in the Pledge Policy itself.

IV. That the Bank expressly states that the accession to which the Stipulations of this Deed refer to, is formalized as a mere instrument for the execution of the rights attributed to the Bank in the Pledge Policy, from which it causes, so that the payment obligations derived from the Bond Issue are guaranteed with a real right of pledge of first rank over the Shares (as defined in the Pledge Policy), concurrent with the remaining Pledges.

V. That in virtue of the above, the Bank wishes to grant This Deed of Accession (hereinafter, the "Deed") in accordance with the following

STIPULATIONS

FIRST.- ACCESSION TO THE PLEDGE POLICY.

By this Deed, the Bank adheres, ratifies and approves the Pledge Policy in all its contents, full content of which declares to know, giving therefore to such bestowal full value and legal effectiveness and accepting that the obligations of payment derived from the Bond Issue are guaranteed with a real right of pledge of first range over the Shares (as defined in Pledge Policy), concurrent with the remaining Pledges.

The Bank REQUIRES from me, the Notary, to **NOTIFY** this accession to **WILMINGTON TRUST (LONDON) LIMITED,** with address for these purposes at Third Floor, 1 King's Arms Yard, London, United Kingdom, EC2R 7AF (attention Sajada Afzal), in his capacity as Agent of Guarantees by sending a simple copy of this deed to the specified address, using for this purpose the courier, mail or transport or document delivery entity, public or private, that I, the Notary Public, deem convenient. And I, the Notary, accept said requirement.

CEMEX España, S.A., appears in this act to the effects of being notified of this accession.

SECOND.- APPLICABLE LAW AND JURISDICTION.

2.1 This Deed is subject to the Spanish common law.

2.2 The Parties expressly submit to the jurisdiction and venue of the Courts and Tribunals of Madrid capital for all issues that may arise from the validity, interpretation, compliance and execution of this Deed.

GRANTING AND AUTHORIZATION: As was stated and certified before me in the capacity in which the persons appearing before me act, after identifying them by their documents described above, I verbally state the legal and tax warnings and reservations.

I, the Notary, certify that the circumstances of the persons appearing before me regarding their marital status and domicile as specified herein following the statements made by them for this purpose.

In relation to Law 10/2010 of April 28 on the Prevention of Money Laundering and Terrorism Financing and regulation RD 304/2014 of May 5 implementing such Law, I, the Notary, in my capacity as an obligated subject in accordance with article 2.1.n of said law, certify:

a) That I have fulfilled the duty of formally identifying the persons executing the present document through verification of the identity document specified above in this deed, of which I have obtained a photocopy, in accordance with the provisions of Organic Law 3/2018 of December 5 on the Protection of Personal Data and guarantee of digital rights and its development regulations and other applicable legislation.

b) That I have complied with the identification obligations of the beneficial owner in the terms specified in article 4 of Law 10/2010 in relation to article 7 of such Law and with the exceptions contemplated in article 9.

In compliance with the third additional provision of Law 8/1989 of April 13 on Public Fees and Prices, the schedule of fees corresponding to this public deed will be attached to this main document in accordance with Royal Decree 1426/1989 and complementary provisions, without such attachment accruing fees pursuant to number 7 of said Royal Decree. The aforementioned minute of professional fees will be attached to each copy of this document.

PERSONAL DATA PROTECTION. The persons appearing before me are informed of the following: The personal data of the appearing parties will be treated by the authorizing Notary, whose contact data are the following: MIGUEL RUIZ-GALLARDON GARCIA DE LA RASILLA, in Madrid, Núñez de Balboa St. number 54. If data of persons other than the appearing parties is provided, said appearing parties are responsible of having previously informed them of everything provided for in article 14 of the General Data Protection Regulation (*Reglamento General de Protección de Datos*).

The basis for the treatment is the performance of activities specific to the notary's public duties, from which the existence of automated decisions authorized by the Law performed by the competent Public Authorities can be derived, including the elaboration of profiles for the prevention and investigation on the prevention of money laundering and terrorist financing. Likewise, the data will be processed by the Notary for customer's invoicing and management.

For the purposes indicated, the data communications provided for in the Law will be made to the competent Public Authorities.

The data will be kept during the terms provided for in the applicable legislation and, in any case, as long as the relationship with the interested party may continue.

The appearing parties are entitled to request access to their personal data, rectification, cancellation, transferability thereof and the limitation of their treatment, as well as object to it. In virtue of any possible rights infringement, a claim may be filed at the Spanish Data Protection Agency (*Agencia Española de Protección de Datos)*, whose contact details are accessible at www.aepd.es.

I read aloud this deed in its entirety to the persons appearing before me, who sign and ratify it before me willfully and being fully aware of its content. I, the Notary, certify everything set forth in this public deed, the identity of the persons executing it, the verification of the identity document described above, their capacity and legal standing, that their consent has been freely given and that this deed is legal and executed in accordance with the will of the intervening party, duly informed by me, as well as that this public deed is nine government-issued stamped paper pages long, I CERTIFY. - Signed: M.R. Gallardón; initialed and sealed.

ENCLOSED DOCUMENTS FOLLOW

Exhibit 8.1

The following is a list of subsidiaries of CEMEX, S.A.B. de C.V. as of December 31, 2020, including the name of each subsidiary and its country of incorporation.

1	CEMEX Operaciones México, S.A. de C.V.	Mexico
2	CEMEX Energía S.A.P.I. de C.V.	Mexico
3	TEG Energía, S.A. de C.V.	Mexico
4	Servicios Profesionales Cemex, S.A. de C.V.	Mexico
5	Sinergia Deportiva, S.A. de C.V.	Mexico
6	Inmobiliaria Ferri, S.A. de C.V.	Mexico
7	Pro Ambiente, S.A. de C.V.	Mexico
8	Servicios Para La Autoconstrucción, S.A. de C.V.	Mexico
9	CEMEX Concretos, S.A. de C.V.	Mexico
10	CEMEX Internacional, S.A. de C.V.	Mexico
11	Comercializadora Construrama, S.A. de C.V.	Mexico
12	Proveedora Mexicana de Materiales, S.A. de C.V.	Mexico
13	Mercis, S.A. de C.V.	Mexico
14	Construrama Supply, S.A. de C.V.	Mexico
15	CEMEX Transporte, S.A. de C.V.	Mexico
16	Servicios Promexma, S.A. de C.V.	Mexico
17	BIM Infraestructura, S.A. de C.V.	Mexico
18	CEMEX Vivienda, S.A. de C.V.	Mexico
19	RMC Holdings B.V.	The Netherlands
20	CEMEX Ventures B.V.	The Netherlands
21	APO Cement Corporation	Philippines
22	CEMEX Holdings Philippines, Inc.	Philippines
23	Solid Cement Corporation	Philippines
24	CEMEX Asia Holdings Ltd.	Singapore
25	CEMEX Construction Materials Pacific, LLC	USA

26	CEMEX International Trading LLC	USA
27	CEMEX Materials, LLC	USA
28	CEMEX Construction Materials Florida, LLC	USA
29	CEMEX, Inc.	USA
30	CEMEX Finance LLC	USA
31	CEMEX Corp.	USA
32	Transenergy, Inc.	USA
33	CEMEX Holdings, Inc.	USA
34	Sunbelt Investments Inc.	USA
35	CEMEX Global Sourcing, Inc.	USA
36	CEMEX Admix USA, LLC	USA
37	CEMEX Construction Materials South, LLC	USA
38	CEMEX Construction Materials Atlantic, LLC	USA
39	CEMEX Cement of Louisiana, Inc.	USA
40	RMC Pacific Materials, LLC	USA
41	Cement Transit Company	USA
42	CEMEX Nevada, LLC	USA
43	New Line Transport, LLC	USA
44	CEMEX Construction Materials Houston, LLC	USA
45	CEMEX Leasing LLC	USA
46	Readymix Materials Holdings, LLC	USA
47	Twin Mountain Rock Company	USA
48	Guernsey Stone Co.	USA
49	Western Equipment Co.	USA
50	CEMEX Steel Framing, Inc.	USA
51	CEMEX AM Holdings, LLC	USA
52	CEMEX Caribbean, LLC	USA
53	CEMEX SW Florida Limestone Holdings, LLC	USA

54	CEMEX SW Florida Sand Holdings, LLC	USA
55	Hogan Island Limestone, LLC	USA
56	Immokalee Sand, LLC	USA
57	MILI, L.L.C.	USA
58	OXI, L.L.C.	USA
59	Mineral Resource Technologies, Inc.	USA
60	VAPPS, LLC	USA
61	ALC Las Vegas Mining Claims, LLC	USA
62	LV Western Mining Claims, LLC	USA
63	CEMEX Southeast Holdings LLC	USA
64	CEMEX Southeast LLC	USA
65	Ready Mix USA, LLC	USA
66	Cemento Bayano, S.A.	Panama
67	CEMEX Concretos, S.A.	Panama
68	Pavimentos Especializados, S.A.	Panama
69	CEMEX Colombia S.A.	Colombia
70	Cemex Premezclados de Colombia S.A.	Colombia
71	Cemex Transportes de Colombia S.A.	Colombia
72	Central de Mezclas S.A.	Colombia
73	Neoris Colombia S.A.S.	Colombia
74	ZONA FRANCA ESPECIAL CEMENTERA DEL MAGDALENA MEDIO S.A.S. (ZOMAM S.A.S.)	Colombia
75	CEMEX España, S.A.	Spain
76	CEMEX ESPAÑA OPERACIONES, S.L.U.	Spain
77	CEMEX LATAM HOLDINGS S.A.	Spain
78	CEMEX Jamaica Limited	Jamaica
79	CEMEX (Costa Rica), S.A.	Costa Rica
80	CEMEX Nicaragua, S.A.	Nicaragua

81	CEMEX El Salvador, S.A. de C.V.	Salvador
82	CEMEX Haití	Haiti
83	Assiut Cement Company	Egypt
84	CEMEX Deutschland AG	Germany
85	CEMEX Holdings (israel) Ltd.	Israel
86	Chemocrete Ltd.	Israel
87	Lime & Stone Production Company Ltd.	Israel
88	Readymix Industries (Israel) Ltd.	Israel
89	Kadmani Readymix Concrete Ltd.	Israel
90	CEMEX UK	UK
91	CEMEX Investments Limited	UK
92	CEMEX UK Operations Limited	UK
93	CEMEX UK Cement Limited	UK
94	CEMEX UK Marine Limited	UK
95	CEMEX Paving Solutions Limited	UK
96	CEMEX UK Materials Limited	UK
97	CEMEX UK Services Limited	UK
98	CEMEX UK Properties Limited	UK
99	RMC Explorations Ltd	UK
100	The Rugby Group Ltd	UK
101	RMC Russell Ltd	UK
102	Mineral And Energy Resources (UK) Limited	UK
103	CEMEX Hrvatska d.d.	Croatia
104	Menkent, S. de R.L. de C.V.	Mexico
105	Cemex de Puerto Rico Inc.	Puerto Rico
106	CEMEX Dominicana, S.A.	Dominican Republic
107	CEMEX Polska Sp. z.o.o.	Poland
108	CEMEX Czech Republic, s.r.o.	Czech Republic

109	CxNetworks N.V.	The Netherlands
110	Neoris N.V.	The Netherlands
111	New Sunward Holding Financial Ventures B.V.	The Netherlands
112	Sunbulk Shipping Limited	Barbados
113	Cemex LAN Trading Corporation	Barbados
114	Arawak Cement Company Limited	Barbados
115	Cemex France Gestion (Societe Par Actions Simplifiee)	France
116	Gestión Integral de Proyectos S.A.	Guatemala
117	Cementos de Centroamérica, S.A.	Guatemala
118	Cemex Guatemala, S.A.	Guatemala
119	Global Concrete, S.A.	Guatemala
120	CEMEX Perú, S.A.	Peru
121	Cemex Supermix L.L.C.	United Arab Emirates
122	Cemex Topmix L.L.C.	United Arab Emirates
123	Cemex Falcon L.L.C.	United Arab Emirates
124	Lomez International B.V.	The Netherlands
125	Cemex Research Group AG	Switzerland
126	Cemex Asia B.V.	The Netherlands
127	Cemex Africa & Middle East Investments B.V.	The Netherlands
128	Interamerican Investments, Inc.	USA
129	Cemex Innovation Holding Ltd.	Switzerland
130	CEMEX Argentina, S.A.	Argentina
131	Trinidad Cement Limited	Trinidad and Tobago
132	Caribbean Cement Company Limited	Jamaica
133	Mustang Re Limited	Bermuda
134	Falcon Re Ltd.	Barbados
135	Apollo Re Ltd.	Barbados
136	Torino Re Ltd.	Barbados

137	CEMEX NY Corporation	USA
138	CEMEX Imports, Inc.	Puerto Rico
139	Cemex Finance Latam B.V.	The Netherlands
140	Louisville Cement Assets Transition Company	USA
141	CEMEX ASIAN SOUTHEAST CORPORATION	The Philippines
142	CCL BUSINESS HOLDINGS, S.L.U. (Sociedad Unipersonal)	Spain
143	Inversiones Secoya, Sociedad Anónima	Nicaragua
144	Lomas del Tempisque, S.R.L.	Costa Rica
145	SUPERQUIMICOS DE CENTROAMERICA, S. A.	Panama
146	TCL Guyana Inc.	Guyana
147	Cemex Luxembourg Holdings S.a.r.l.	Luxembourg

Exhibit 12.1

Certification of the Principal Executive Officer of
CEMEX, S.A.B. de C.V.
Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002

CERTIFICATIONS

I, Fernando Ángel González Olivieri, certify that:

1. I have reviewed this annual report on Form 20-F of CEMEX, S.A.B. de C.V.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the company as of, and for, the periods presented in this report;

4. The company's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the company and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the company, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   (c) Evaluated the effectiveness of the company's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   (d) Disclosed in this report any change in the company's internal control over financial reporting that occurred during the period covered by the annual report that has materially affected, or is reasonably likely to materially affect, the company's internal control over financial reporting; and

5. The company's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the company's auditors and the audit committee of the company's board of directors (or persons performing the equivalent functions):

   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the company's ability to record, process, summarize and report financial information; and

   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the company's internal control over financial reporting.

Date: April 23, 2021

By: /s/ Fernando Ángel González Olivieri
Fernando Ángel González Olivieri
Chief Executive Officer
CEMEX, S.A.B. de C.V.

Exhibit 12.2

Certification of the Principal Financial Officer of
CEMEX, S.A.B. de C.V.
Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002

CERTIFICATIONS

I, Maher Al-Haffar, certify that:

1. I have reviewed this annual report on Form 20-F of CEMEX, S.A.B. de C.V.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the company as of, and for, the periods presented in this report;

4. The company's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the company and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the company, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   (c) Evaluated the effectiveness of the company's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   (d) Disclosed in this report any change in the company's internal control over financial reporting that occurred during the period covered by the annual report that has materially affected, or is reasonably likely to materially affect, the company's internal control over financial reporting; and

5. The company's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the company's auditors and the audit committee of the company's board of directors (or persons performing the equivalent functions):

   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the company's ability to record, process, summarize and report financial information; and

   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the company's internal control over financial reporting.

Date: April 23, 2021

By: /s/ Maher Al-Haffar

Maher Al-Haffar,
Executive Vice President of Finance and
Administration and Chief Financial Officer
CEMEX, S.A.B. de C.V.

Exhibit 13.1

Certification of the Principal Executive and Financial Officers of
CEMEX, S.A.B. de C.V.
Pursuant to 18 U.S.C. Section 1350,
as Adopted Pursuant to
Section 906 of the Sarbanes-Oxley Act of 2002

In connection with the Annual Report on Form 20-F of CEMEX, S.A.B. de C.V. (the "Company") for the year ended December 31, 2020, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), Fernando Ángel González Olivieri, as Chief Executive Officer of the Company, and Maher Al-Haffar, as Executive Vice President of Finance and Administration and Chief Financial Officer of the Company, each hereby certifies, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to the best of his knowledge:

(1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company as of the dates and periods set forth therein.

By: /s/ Fernando Ángel González Olivieri
Name: Fernando Ángel González Olivieri
Title: Chief Executive Officer
Date: April 23, 2021

By: /s/ Maher Al-Haffar
Name: Maher Al-Haffar
Title: Executive Vice President of Finance and Administration and Chief Financial Officer
Date: April 23, 2021

This certification is furnished as an exhibit to the Report and accompanies the Report pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 and shall not be deemed filed by the Company for purposes of Section 18 of the Securities Exchange Act of 1934, as amended.

Exhibit 14.1

Consent of Independent Registered Public Accounting Firm

The Board of Directors
CEMEX, S.A.B. de C.V.:

We consent to the incorporation by reference in the registration statements (File Nos. 333 83962, 333-86090, and 333-128657) on Form S-8 of CEMEX, S.A.B. de C.V. of our reports dated April 23, 2021, with respect to the consolidated statements of financial position of CEMEX, S.A.B. de C.V. and subsidiaries as of December 31, 2020 and 2019, the related consolidated statements of operations, comprehensive income (loss), changes in stockholders' equity, and cash flows for each of the years in the three-year period ended December 31, 2020, and the related notes, and the effectiveness of internal control over financial reporting as of December 31, 2020, which reports appear in the December 31, 2020 annual report on Form 20-F of CEMEX, S.A.B. de C.V.

/s/ KPMG Cardenas Dosal, S.C.

Monterrey, N.L., México

April 23, 2021

Exhibit 15.1

Disclosure of Mine Safety and Health Administration ("MSHA") Safety Data

Section 1503(a) of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "Dodd-Frank Act") requires certain disclosures by companies required to file periodic reports under the Securities Exchange Act of 1934 that operate mines regulated under the Mine Act. CEMEX's U.S. quarry and mining operations are subject to MSHA regulation under the U.S. Federal Mine Safety and Health Act of 1977 (the "Mine Act"). MSHA inspects the Company's quarries and mines on a regular basis and issues various citations and orders when it believes a violation has occurred under the Mine Act. Whenever MSHA issues a citation or order, it also generally proposes a civil penalty, or fine, related to the alleged violation. Citations or orders can be contested and appealed, and as part of that process, are often reduced in severity and amount, and are sometimes dismissed or vacated.

In January 2012, the SEC issued final rules and regulations implementing the mine safety disclosure requirements of Section 1503(a) of the Dodd-Frank Act. Pursuant to those rules and regulations, we have provided the information below for mining operations in the United States only. The Dodd-Frank Act and the implementing rules and regulations thereunder do not apply to mining and quarry operations outside the U.S.

The information in the table below reflects citations and orders MSHA issued to various U.S. subsidiaries of the Company during the year ended December 31, 2020. The data was compiled primarily from the data maintained on MSHA's public website, the Mine Data Retrieval System ("MDRS"), as of March 3, 2021. In evaluating this information, consideration should also be given to factors such as: (i) the number of citations and orders may vary depending on the size and operation of the mine, (ii) the number of citations issued may vary from inspector to inspector and mine to mine, and (iii) citations and orders may be contested and appealed, and in that process, may be reduced in severity and amount, and may be dismissed or vacated.

Mine ID number(1)	Mine or Operating Name	Section 104 Significant and Substantial Citations (2)	Section 104(b) Orders (3)	Section 104(d) Citations and Orders (4)	Section 110(b)(2) Violations(5)	Section 107(a) Orders(6)	Total dollar value of MSHA assessments proposed(7)	Total number of Mining Related Fatalities	Received Notice of Pattern of Violations Under Section 104(e) yes/no	Received Notice of Potential to Have Pattern under section 104(e) yes/no
0800078	Alico Road Quarry	2	0	0	0	0	1782	0	no	no
4102885	Balcones Plant	5	0	0	0	0	60,471	0	no	no
4100994	Balcones Quarry	10	0	0	0	0	53,479	0	no	no
0405701	Black Mountain Quarry	7	0	0	0	0	12,788	0	no	no
0800024	Brooksville Quarry	1	0	0	0	0	3144	0	no	no
0801287	Brooksville South Cement Plant	42	0	4	0	0	218,655	0	no	no
0402763	Cache Creek Quarry	1	0	0	0	0	883	0	no	no
0200988	CEMEX - 19th Ave	0	0	0	0	0	867	0	no	no
0202585	CEMEX - APEX	1	0	0	0	0	1286	0	no	no
0200758	CEMEX - Bullhead	0	0	0	0	0	369	0	no	no
0202606	CEMEX - Camp Verde	0	0	0	0	0	369	0	no	no
0200717	CEMEX – Casa Grande	0	0	0	0	0	369	0	no	no
0201249	CEMEX - Globe / Bixby	0	0	0	0	0	1044	0	no	no
0202851	CEMEX - Gray Mountain	0	0	0	0	0	267	0	no	no
0200722	CEMEX - Hwy 95	0	0	0	0	0	2219	0	no	no
2600789	CEMEX - Paiute Pit	1	0	0	0	0	1078	0	no	no
0202670	CEMEX - Pima	0	0	0	0	0	246	0	no	no

Mine ID number(1)	Mine or Operating Name	Section 104 Significant and Substantial Citations (2)	Section 104(b) Orders (3)	Section 104(d) Citations and Orders (4)	Section 110(b)(2) Violations(5)	Section 107(a) Orders(6)	Total dollar value of MSHA assessments proposed(7)	Total number of Mining Related Fatalities	Received Notice of Pattern of Violations Under Section 104(e) yes/no	Received Notice of Potential to Have Pattern under section 104(e) yes/no
0202849	CEMEX - Prescott / Fain	0	0	0	0	0	123	0	no	no
2602082	CEMEX – Sierra Stone Quarry	2	0	0	0	0	2366	0	no	no
0202062	CEMEX - Sierra Vista	0	0	0	0	0	123	0	no	no
0202753	CEMEX – West Valley	1	0	0	0	0	412	0	no	no
4104827	Chico Quarry	3	0	0	0	0	2305	0	no	no
0400173	Clayton Plant	0	0	0	0	0	683	0	no	no
0900053	Clinchfield Plant	25	0	8	0	0	47,402	0	no	no
0801271	Davenport Sand Mine	0	0	0	0	0	123	0	no	no
3800127	Deerfield Sand	0	0	0	0	0	144	0	no	no
0100016	Demopolis Plant Cemex Inc	7	0	0	0	0	39,706	0	no	no
0401891	Eliot Plant	0	0	0	0	0	2556	0	no	no
0800519	FEC Quarry	2	0	0	0	0	3306	0	no	no
0801308	Gator Sand Mine	1	0	0	0	0	795	0	no	no
4000840	Knoxville Cement Plant	1	4	0	0	0	13,536	0	no	no
1504469	KOSMOS Cement Co. ^	0	0	0	0	0	254	0	no	no
0801015	Krome Quarry	1	0	0	0	0	1159	0	no	no
0801269	Lake Wales Sand Mine	0	0	0	0	0	246	0	no	no
0402843	Lapis Plant	4	0	0	0	0	10,271	0	no	no
0500344	Lyons Cement Plant Cemex Inc	6	0	0	0	0	31,444	0	no	no
0405216	Lytle Creek Pit	3	0	0	0	0	2802	0	no	no
0800046	Miami Cement Plant	13	0	0	0	0	22,941	0	no	no
0404140	Moorpark Quarry	1	0	0	0	0	340	0	no	no
0801216	Palmdale Sand Mine	0	0	0	0	0	246	0	no	no
0401897	Rockfield Plant	1	0	0	0	0	1383	0	no	no
0800918	SCL Quarry	0	0	0	0	0	369	0	no	no
0401895	Tracy Kerlinger Plant	0	0	0	0	0	246	0	no	no
0400281	Victorville Cement Plant	1	0	0	0	0	5405	0	no	no

^ The Company sold this site, effective March 6, 2020. This data represents activity through December 31, 2020 pertaining to citations issued on or before March 6, 2020.

(1) The definition of a mine under section 3 of the Mine Act includes the mine, as well as other items used in, or to be used in, or resulting from, the work of extracting minerals, such as land, structures, facilities, equipment, machines, and tools. MSHA assigns an identification number to each mine or operation and may or may not assign a separate identification number to related facilities. The information provided in this table is presented by mine identification number.

(2) Represents the total number of citations issued by MSHA for violation of health or safety standards that could significantly and substantially contribute to a serious injury if left unabated. It should be noted that for purposes of this table, S&S citations that are included in another column, such as Section 104(b) citations, are not also included as Section 104 S&S citations in this column.

(3) Represents the total number of orders issued, which represents a failure to abate a citation under section 104(a) within the period prescribed by MSHA. This results in an order of immediate withdrawal from the area of the mine affected by the condition until MSHA determines that the violation has been abated.

(4) Represents the total number of citation and orders issued by MSHA for unwarrantable failure to comply with mandatory health or safety standards.

(5) Represents the total number of flagrant violations identified.

(6) Represents the total number of imminent danger orders issued under section 107(a) of the Mine Act.

(7) Amounts represent the total dollar value of proposed assessments received from MSHA on the MDRS and do not necessarily relate to the citations or orders issued by MSHA during the period or to the pending or resolved legal actions reported below. Specific orders or citations may not have had proposed assessments on the MDRS as of the date identified above, and as a result, those citations or orders not yet assessed are not included in this column.

The table below sets forth the total number of reportable legal actions for the twelve months ended December 31, 2020.

Mine ID Number	Mine or Operating Name	Legal Actions Pending as of Last Day of Period (#)(8)						Legal Actions Initiated During Period (#)	Legal Actions Resolved During Period (#)
		Contests of Citations / Orders (9)	Contests of Proposed Penalties (9)	Complaints for Compensation	Complaints of Discharge / Discrimination / Interference	Application for Temporary Relief	Appeals to FMSHRC		
4100994	Balcones Quarry	6	6	0	0	0	0	11	17
0405701	Black Mountain Quarry	0	0	0	0	0	0	0	8
0801287	Brooksville South Cement Plant	45	45	0	0	0	0	45	0
0900053	Clinchfield Plant	23	23	0	0	0	0	23	0
3800127	Deerfield Sand	0	0	0	0	0	0	0	0
0100016	Demopolis Plant Cemex Inc	0	0	0	0	0	0	0	49
4000840	Knoxville Cement Plant	0	0	0	0	0	0	0	3
0500344	Lyons Cement Plant Cemex Inc	0	0	0	0	0	0	0	27

(8) Pending legal actions before the Federal Mine Safety and Health Review Commission (the "Commission") as required to be reported by Section 1503(a)(3) of the Dodd-Frank Act. This data represents legal action activity as derived from the MDRS on the date identified above

The following provides additional information regarding the types or categories of proceedings that may be brought before the Commission.

A Contest Proceedings - a contest proceeding may be filed with the Commission by an operator to challenge the issuance of a citation or order issued by MSHA;

B Civil Penalty Proceedings - a civil penalty proceeding may be filed with the Commission by an operator to challenge a civil penalty MSHA has proposed for a violation contained in a citation or order;

C Compensation Proceedings - a compensation proceeding may be filed with the Commission by miners entitled to compensation when a mine is closed by certain closure orders issued by MSHA. The purpose of the proceeding is to determine the amount of compensation if any, due to miners idled by the orders;

D (i) Discrimination Proceedings – a discrimination proceeding involves a miner's allegation that he or she has suffered adverse employment action because he or she engaged in activity protected under the Mine Act, such as making a safety complaint;

(ii) Temporary Reinstatement Proceedings – a temporary reinstatement proceeding involves a case in which a miner has filed a complaint with MSHA stating that he or she has suffered discrimination and the miner has lost his or her position;

E Applications for Temporary Relief-applications for temporary relief of any order issued under Section 104; and

F Appeals of judges' decisions or orders to the FMSHRC.

(9) Contests pending as of year-end on the MDRS, but which are subsequently vacated, are not included in any reports on the MDRS. As a result, discrepancies may appear between the prior reporting year's "Legal Actions Pending as of Last Day of Period" and "Legal Actions Resolved During Year" for current reporting period.