

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549**

**Schedule TO/A**

**(Rule 14d-100)  
Tender Offer Statement under Section 14(d)(1)  
of the Securities Exchange Act of 1934  
(Amendment No. 5)**

**RINKER GROUP LIMITED  
ABN 53 003 433 118**

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(Name of Subject Company (issuer))

**CEMEX Australia Pty Ltd  
ACN 122 401 405**

**CEMEX, S.A.B. de C.V.**

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(Names of Filing Persons (offerors))

**Ordinary shares**

**American Depositary Shares (each representing five ordinary shares)**

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(Titles of Classes of Securities)

**Ordinary Shares, ISIN AU000000RIN3**

**American Depositary Shares, CUSIP 76687M101, ISIN US76687M1018**

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(CUSIP and ISIN Numbers of Classes of Securities)

**Mr. Ramiro G. Villarreal Morales  
General Counsel  
Av. Ricardo Margain Zozaya #325,  
Colonia Valle del Campestre,  
Garza Garcia, Nuevo Leon, Mexico 66265**

**+52 81 8888 8888**

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(Name, address and telephone number of  
person authorized to receive notices and communications on behalf of filing persons)

**Copy to:  
Richard Hall  
Cravath, Swaine & Moore LLP  
Worldwide Plaza  
825 Eighth Avenue  
New York, NY 10019  
(212) 474-1000**

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## CALCULATION OF FILING FEE

**Transaction Valuation<sup>(1)</sup>**  
\$2,676,229,274

**Amount of Filing Fee<sup>(2)</sup>**  
\$286,357

<sup>(1)</sup> Estimated solely for the purpose of calculating the filing fee in accordance with Rule 0-11(d) under the Securities Exchange Act of 1934 (the "Exchange Act"), the transaction valuation is calculated by multiplying (i) 895,059,958 ordinary shares, which is the maximum number of ordinary shares of Rinker Group Limited, including 22,479,805 ordinary shares represented by 4,495,961 ADSs (according to documents filed by Rinker with the Australian Stock Exchange), subject to the Offer, by (ii) 23%, which is the percentage of US Holders of Rinker Securities (according to Rinker's annual report on Form 20-F filed on May 23, 2006), and by (iii) the purchase price of US\$13.00 in cash for each ordinary share and US\$65.00 for each ADS. Terms used and not defined in the preceding sentence are defined below.

<sup>(2)</sup> The filing fee is calculated in accordance with Rule 0-11(d) of the Exchange Act and Fee Rate Advisory No. 3 for Fiscal Year 2007 issued by the Securities and Exchange Commission on September 29, 2006. Such fee equals .0107% of the transaction valuation.

Check box if any part of the fee is offset as provided by Rule 0-11(a)(2) and identify the filing with which the offsetting fee was previously paid. Identify the previous filing by registration statement number, or the Form or Schedule and the date of its filing.

Amount Previously Paid: \$286,357

Form or Registration No.: Schedule TO

Filing Party: CEMEX Australia Pty Ltd, ACN 122 401 405,

CEMEX, S.A.B. de C.V.

Date Filed: November 14, 2006

Check the box if the filing relates solely to preliminary communications made before the commencement of a tender offer.

Check the appropriate boxes below to designate any transactions to which the statement relates:

- third-party tender offer subject to Rule 14d-1.
- issuer tender offer subject to Rule 13e-4.
- going-private transaction subject to Rule 13e-3
- amendment to Schedule 13D under Rule 13d-2

This Amendment No. 5 amends and supplements the Tender Offer Statement on Schedule TO filed with the Securities and Exchange Commission on November 14, 2006 (the “Schedule TO”) and amended thereafter. The Schedule TO, as amended, relates to the offer by CEMEX Australia Pty Ltd (“Bidder”), a proprietary company registered under the laws of Victoria, Australia and an indirect wholly-owned subsidiary of CEMEX, S.A.B. de C.V. (“CEMEX”), to acquire all the outstanding ordinary shares and American depositary shares of Rinker Group Limited, a public company registered under the laws of New South Wales, Australia (“Rinker”), at a purchase price of US\$13 per ordinary share and US\$65 per ADS in cash (less any applicable withholding taxes and without interest), upon the terms and subject to the conditions of the offer (the “Offer”) (including, if the Offer is extended or amended, the terms and conditions of any such extension or amendment), as described in the Bidder’s Statement, dated October 30, 2006 (the “Bidder’s Statement”). Except as specifically provided herein, this Amendment does not modify any of the information previously reported on the Schedule TO, as amended.

**Item 7. Source and Amount of Funds or Other Consideration.**

On November 30, 2006, CEMEX, S.A.B. DE C.V. (Borrower), Cemex México, S.A. de C.V. and Empresas Tolteca de México, S.A. de C.V. (Guarantors), and BARCLAYS BANK PLC, NEW YORK BRANCH (Administrative Agent for the Lenders) entered into an Amendment and Waiver Agreement that amends the terms of the credit agreement, dated May 31, 2005, and grants the waiver set forth therein. This Amendment and Waiver Agreement is attached as Exhibit (b)(1)(F).

On December 1, 2006, CEMEX, S.A.B. DE C.V. (Borrower), Cemex México, S.A. de C.V. and Empresas Tolteca de México, S.A. de C.V. (Guarantors), and ING CAPITAL LLC (Administrative Agent for the Lenders) entered into an Amendment and Waiver Agreement that amends the terms of the credit agreement, dated June 23, 2004 and amended and restated June 6, 2005, and grants the waiver set forth therein. This Amendment and Waiver Agreement is attached as Exhibit (b)(1)(G).

**Item 12. Exhibits.**

Exhibit	Description
<b>(b)(1)(F)</b>	Amendment and Waiver Agreement between CEMEX, S.A.B. DE C.V. (Borrower), Cemex México, S.A. de C.V. and Empresas Tolteca de México, S.A. de C.V. (Guarantors), and BARCLAYS BANK PLC, NEW YORK BRANCH (Administrative Agent for the Lenders), dated November 30, 2006.
<b>(b)(1)(G)</b>	Amendment and Waiver Agreement between CEMEX, S.A.B. DE C.V. (Borrower), Cemex México, S.A. de C.V. and Empresas Tolteca de México, S.A. de C.V. (Guarantors), and ING CAPITAL LLC (Administrative Agent for the Lenders), dated December 1, 2006.

SIGNATURES

After due inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Dated: December 5, 2006

CEMEX Australia Pty Ltd

By: /s/ Mr. Ramiro G. Villarreal Morales

Name: Mr. Ramiro G. Villarreal Morales

Title: Director

CEMEX, S.A.B. de C.V.

By: /s/ Mr. Ramiro G. Villarreal Morales

Name: Mr. Ramiro G. Villarreal Morales

Title: General Counsel

### Exhibit Index.

Exhibit	Description
<b>(b)(1)(F)</b>	Amendment and Waiver Agreement between CEMEX, S.A.B. DE C.V. (Borrower), Cemex México, S.A. de C.V. and Empresas Tolteca de México, S.A. de C.V. (Guarantors), and BARCLAYS BANK PLC, NEW YORK BRANCH (Administrative Agent for the Lenders), dated November 30, 2006.
<b>(b)(1)(G)</b>	Amendment and Waiver Agreement between CEMEX, S.A.B. DE C.V. (Borrower), Cemex México, S.A. de C.V. and Empresas Tolteca de México (Guarantors), S.A. de C.V., and ING CAPITAL LLC (Administrative Agent for the Lenders), dated December 1, 2006.

AMENDMENT AND WAIVER AGREEMENT

THIS AMENDMENT AND WAIVER AGREEMENT (as amended, supplemented or otherwise modified from time to time, this "Agreement"), dated as of November 30, 2006, is entered into between CEMEX, S.A.B. DE C.V., a *sociedad anónima bursátil de capital variable* organized under the laws of the United Mexican States ("Mexico") (formerly CEMEX, S.A. de C.V.) (the "Borrower"), Cemex México, S.A. de C.V., a *sociedad anónima de capital variable* organized under the laws of Mexico and Empresas Tolteca de México, S.A. de C.V., a *sociedad anónima de capital variable* organized under the laws of Mexico (each a "Guarantor" and collectively the "Guarantors") and BARCLAYS BANK PLC, NEW YORK BRANCH, as administrative agent for the Lenders (in such capacity, the "Administrative Agent") acting on the instructions of the Required Lenders for and on behalf of the Lenders party to the Credit Agreement (as defined below).

W I T N E S S E T H

WHEREAS, the Borrower, the Guarantors, the Lenders from time to time party thereto, the Administrative Agent, Barclays Capital, The Investment Banking Division of Barclays Bank PLC, as Joint Lead Arranger and Joint Bookrunner and Citigroup Global Markets Inc. as Documentation Agent, Joint Lead Arranger and Joint Bookrunner, entered into a credit agreement, dated as of May 31, 2005 (as amended, supplemented or otherwise modified prior to the date hereof, the "Credit Agreement"); and

WHEREAS, the parties hereto desire to amend the terms of the Credit Agreement pursuant to this Agreement; and

WHEREAS, the Administrative Agent on behalf of the Required Lenders is willing to consent to certain amendments to the Credit Agreement and grant such requested waiver, upon the terms and conditions set forth below;

NOW THEREFORE, in consideration of the waiver and amendment herein obtained, and in consideration of the premises and other good and valuable consideration, the parties hereto hereby agree as follows:

## ARTICLE I

## DEFINITIONS

Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, shall have the respective meanings set forth in the Credit Agreement.

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## ARTICLE II

### EFFECTIVE DATE

This Agreement shall become effective upon the execution and delivery of this Agreement by the Borrower and the Administrative Agent (acting on the instructions of the Required Lenders) (the "Effective Date"). On the Effective Date, the Credit Agreement shall be amended as set forth in this Agreement.

## ARTICLE III

### WAIVER OF CERTAIN PROVISIONS OF THE CREDIT AGREEMENT

On the date on which the offer made by CEMEX Australia Pty Ltd., a proprietary limited company organized under the laws of Victoria, Australia ("Cemex Australia") (as evidenced by the announcement made by the Borrower on October 27, 2006) to acquire the issued and outstanding shares of the Rinker Group Limited, a public limited company organized under the laws of the New South Wales, Australia not previously owned by Cemex Australia (as such offer may be amended, supplemented, revised, renewed, waived or otherwise modified from time to time) becomes, or is declared to be, unconditional in all respects (the "Waiver Effective Date"), the Required Lenders agree to waive compliance by the Borrower of the Credit Agreement to the extent set forth in this Article III. Except as expressly so waived, the Credit Agreement shall continue in full force and effect in accordance with its terms.

**SECTION 3.1** Waiver of Section 8.01(a) (Financial Condition) of the Credit Agreement. From the Waiver Effective Date up to, and including, December 31, 2007, or such other later date as may be agreed between the parties to this Agreement (the "Waiver Termination Date"), the Required Lenders in accordance with Section 13.02 of the Credit Agreement, hereby waive compliance by the Borrower with the financial condition covenant set forth Section 8.01(a) of the Credit Agreement.

**SECTION 3.2** Waiver of Compliance with Section 8.01(a) (Financial Condition) of the Credit Agreement. As a result of the waiver provided in Section 3.1 hereof, the Borrower shall at no time during the period commencing on the Waiver Effective Date up to, and including, the Waiver Termination Date (such period, the "Waiver Period") be obliged to ensure that it complies with such financial condition covenant or provide any compliance or other certificate in relation to such covenant and no consequences whatsoever shall flow under the Credit Agreement or any other Transaction Document from the failure by the Borrower to comply with such covenant during the Waiver Period.

**SECTION 3.3** Extent of Waiver of Section 8.01(a) (Financial Condition) of the Credit Agreement. The waiver set forth in Section 3.1 hereof shall not be deemed to constitute a waiver with respect to compliance with any other term, provision or condition of the Credit Agreement, any other Transaction Document or any other instrument or agreement referred to therein or relating thereto or prejudice any right or remedy that the Administrative Agent or any Lender may now have or may in the future arise under or in connection with the Credit Agreement, any other Transaction Document or any other instrument or agreement referred to therein or relating thereto.

SECTION 3.4 Compliance with Section 8.01(a) (Financial Condition) of the Credit Agreement. In the event that the Waiver Termination Date is December 31, 2007, and provided such Waiver Termination Date is not extended pursuant to agreement between the parties to this Agreement, the waiver shall cease to be effective commencing on January 1, 2008. After the Waiver Termination Date, the Borrower undertakes to comply with the financial condition covenant set forth in Section 8.01(a) of the Credit Agreement, as amended pursuant to Article IV hereof.

#### ARTICLE IV

#### AMENDMENT

On the Effective Date, the Administrative Agent, on behalf of the Required Lenders, agrees to amend, without any further action, the provision of the Credit Agreement referred to below and such provision is hereby modified and amended in accordance with this Article IV. Except as so modified and amended, the Credit Agreement shall continue in full force and effect in accordance with its terms.

SECTION 4.1 Amendment to Section 8.01 of the Credit Agreement. Section 8.01 of the Credit Agreement is amended by inserting the following paragraph (d) at the end of Section 8.01:

- “(d) For the purposes of calculating the Consolidated Net Debt to EBITDA Ratio in Section 8.01(a) above only, “Consolidated Net Debt” shall not include any Debt which, notwithstanding falling within the definition of Debt, is not required to be recorded as a liability by the Borrower on its consolidated balance sheet in accordance with generally accepted accounting principles applicable to the Borrower which are in effect as at the time that such Debt is entered into, issued or incurred.”

#### ARTICLE V

#### FEE

SECTION 5.1 Fee. The Borrower hereby agrees to pay to the Administrative Agent for the benefit of the Lenders that (i) consent in writing to the provisions of this Agreement (the “Written Consent”) on or prior to November 28, 2006 (the “Consent Date”), (ii) provide to the Administrative Agent (with a copy to the Borrower) its Written Consent on or prior to the Consent Date, and (iii) instruct the Administrative Agent to execute and deliver this Agreement in accordance with the terms hereof on or prior to the Consent Date (the “Consenting Lenders”), a fee of 0.025% (the “Consent Fee”) of the outstanding commitment amount of each Consenting Lender under the Credit Agreement; provided that, the Consent Fee shall only be payable if the Written Consent is delivered to the Administrative Agent on or prior to the Consent Date. The Consent Fee shall be payable within two Business Days of the execution by the Administrative Agent (acting on the instructions of the Required Lenders) of this Agreement, provided that, if such date is not a Business Day, then the Consent Fee shall be payable on the next succeeding Business Day.



## ARTICLE VI

### MISCELLANEOUS PROVISIONS

SECTION 6.1 No Other Agreements; References to the Credit Agreement. Other than as specifically provided herein, this Agreement shall not operate as a waiver or amendment of any right, power or privilege of the Lenders under the Credit Agreement or any other Transaction Document or of any other term or condition of the Credit Agreement or any other Transaction Document nor shall the entering into of this Agreement preclude the Lenders from refusing to enter into any further waivers or amendments with respect to the Credit Agreement. All references to the Credit Agreement in any document, instrument, agreement, or writing shall, from and after the Effective Date, be deemed to refer to the Credit Agreement, and, as used in the Credit Agreement, the terms “Agreement”, “herein”, “hereafter”, “hereunder”, “hereto”, and words of similar import shall mean, from and after the Effective Date, the Credit Agreement.

SECTION 6.2 Headings. The descriptive headings of the various sections or parts of this Agreement are for convenience only and shall not affect the meaning or construction of any of the provisions hereof.

SECTION 6.3 Execution in Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of any executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually executed counterpart hereof.

SECTION 6.4 Governing Law; Entire Agreement. THIS AGREEMENT SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, AND THE RIGHTS OF THE PARTIES SHALL BE GOVERNED BY, THE LAW OF THE STATE OF NEW YORK EXCLUDING CHOICE-OF-LAW PRINCIPLES OF THE LAW OF SUCH STATE THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF A JURISDICTION OTHER THAN SUCH STATE. This Agreement and the other Transaction Documents constitute the entire understanding among the parties hereto with respect to the subject matter hereof and supersede any prior agreements, written or oral, with respect thereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

CEMEX, S.A.B. DE C.V.

By: \_\_\_\_\_  
Title Chief Financial Officer

CEMEX MÉXICO, S.A. DE C.V.

By: \_\_\_\_\_  
Title Chief Financial Officer

EMPRESAS TOLTECA DE MÉXICO, S.A. DE C.V.

By: \_\_\_\_\_  
Title Chief Financial Officer

BARCLAYS BANK PLC, NEW YORK BRANCH, as  
Administrative Agent acting in its own capacity and for and  
on behalf of the Required Lenders

By: \_\_\_\_\_  
Title Associate Director

AMENDMENT AND WAIVER AGREEMENT

THIS AMENDMENT AND WAIVER AGREEMENT (as amended, supplemented or otherwise modified from time to time, this "Agreement"), dated as of December 1, 2006, is entered into between CEMEX, S.A.B. DE C.V., a *sociedad anónima bursátil de capital variable* organized under the laws of the United Mexican States ("Mexico") (formerly CEMEX, S.A. de C.V.) (the "Borrower"), Cemex México, S.A. de C.V., a *sociedad anónima de capital variable* organized under the laws of Mexico and Empresas Tolteca de México, S.A. de C.V., a *sociedad anónima de capital variable* organized under the laws of Mexico (each a "Guarantor" and collectively the "Guarantors") and ING CAPITAL LLC, as administrative agent for the Lenders (in such capacity, the "Administrative Agent") acting on the instructions of the Required Lenders for and on behalf of the Lenders party to the Credit Agreement (as defined below).

W I T N E S S E T H

WHEREAS, the Borrower, the Guarantors, the Lenders from time to time party thereto, the Administrative Agent for the Lenders, Barclays Bank PLC, New York branch, as Issuing Bank and Documentation Agent, ING Bank N.V., as Issuing Bank, Barclays Capital, the Investment Banking Division of Barclays Bank plc, as Joint Bookrunner and Citigroup Global Markets Inc., as Joint Bookrunner and Syndication Agent, entered into an amended and restated credit agreement, dated as of June 6, 2005, to amend the credit agreement, dated as of June 23, 2004, among the Borrower, the Guarantors, Barclays, as Issuing Bank and Documentation Agent, ING Bank N.V., as an Issuing Bank, the several lenders party thereto, Barclays Capital, the Investment Banking Division of Barclays, as a Joint Bookrunner and ING Capital LLC, as Joint Bookrunner and Administrative Agent (as amended, supplemented or otherwise modified prior to the date hereof, the "Credit Agreement"); and

WHEREAS, the parties hereto desire to amend the terms of the Credit Agreement pursuant to this Agreement; and

WHEREAS, the Administrative Agent on behalf of the Required Lenders is willing to consent to certain amendments to the Credit Agreement and grant such requested waiver, upon the terms and conditions set forth below;

NOW THEREFORE, in consideration of the waiver and amendment herein obtained, and in consideration of the premises and other good and valuable consideration, the parties hereto hereby agree as follows:

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SECTION 3.1 Waiver of Section 9.01(a) (Financial Condition) of the Credit Agreement. From the Waiver Effective Date up to, and including, December 31, 2007, or such other later date as may be agreed between the parties to this Agreement (the "Waiver Termination Date"), the Required Lenders in accordance with Section 15.02 of the Credit Agreement, hereby waive compliance by the Borrower with the financial condition covenant set forth in Section 9.01(a) of the Credit Agreement.

SECTION 3.2 Waiver of Compliance with Section 9.01(a) (Financial Condition) of the Credit Agreement. As a result of the waiver provided in Section 3.1 hereof, the Borrower shall at no time during the period commencing on the Waiver Effective Date up to, and including the Waiver Termination Date (such period, the "Waiver Period") be obliged to ensure that it complies with such financial condition covenant or provide any compliance or other certificate in relation to such covenant and no consequences whatsoever shall flow under the Credit Agreement or any other Transaction Document from the failure by the Borrower to comply with such covenant during the Waiver Period.

SECTION 3.3 Extent of Waiver of Section 9.01(a) (Financial Condition) of the Credit Agreement. The waiver set forth in Section 3.1 hereof shall not be deemed to constitute a waiver with respect to compliance with any other term, provision or condition of the Credit Agreement, any other Transaction Document or any other instrument or agreement referred to therein or relating thereto or prejudice any right or remedy that the Administrative Agent or any Lender may now have or may in the future arise under or in connection with the Credit Agreement, any other Transaction Document or any other instrument or agreement referred to therein or relating thereto.

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SECTION 4.1 Amendment to Section 9.01 of the Credit Agreement. Section 9.01 of the Credit Agreement is amended by inserting the following paragraph (d) at the end of Section 9.01:

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#### ARTICLE V

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SECTION 6.2 Headings. The descriptive headings of the various sections or parts of this Agreement are for convenience only and shall not affect the meaning or construction of any of the provisions hereof.

SECTION 6.3 Execution in Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of any executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually executed counterpart hereof.

SECTION 6.4 Governing Law; Entire Agreement. THIS AGREEMENT SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, AND THE RIGHTS OF THE PARTIES SHALL BE GOVERNED BY, THE LAW OF THE STATE OF NEW YORK EXCLUDING CHOICE-OF-LAW PRINCIPLES OF THE LAW OF SUCH STATE THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF A JURISDICTION OTHER THAN SUCH STATE. This Agreement and the other Transaction Documents constitute the entire understanding among the parties hereto with respect to the subject matter hereof and supersede any prior agreements, written or oral, with respect thereto.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed as of the day and year first above written.

CEMEX, S.A.B. DE C.V.

By: \_\_\_\_\_  
Title: Chief Financial Officer

CEMEX MÉXICO, S.A. DE C.V.

By: \_\_\_\_\_  
Title: Chief Financial Officer

EMPRESAS TOLTECA DE MÉXICO, S.A. DE C.V.

By: \_\_\_\_\_  
Title: Chief Financial Officer

ING CAPITAL LLC, as Administrative Agent acting in its own capacity and for and on behalf of the Required Lenders

By: \_\_\_\_\_  
Title: Director