

**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. 17)

RINKER GROUP LIMITED
ABN 53 003 433 118

(Name of Subject Company (issuer))

CEMEX Australia Pty Ltd
ACN 122 401 405

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

(Names of Filing Persons (offerors))

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

(Titles of Classes of Securities)

Ordinary Shares, ISIN AU000000RIN3
American Depositary Shares, CUSIP 76687M101, ISIN US76687M1018

(CUSIP and ISIN Numbers of Classes of Securities)

Mr. Ramiro G. Villarreal Morales
General Counsel
Av. Ricardo Margain Zozaya #325,
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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**

CALCULATION OF FILING FEE

Transaction Valuation⁽¹⁾
\$3,262,941,077

Amount of Filing Fee⁽²⁾
\$100,172

⁽¹⁾ 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 \$15.85 in cash for each ordinary share and \$79.25 for each ADS. Terms used and not defined in the preceding sentence are defined below.

⁽²⁾ The amount of the filing fee, calculated in accordance with Rule 0-11 under the Securities Exchange Act of 1934, as amended, as modified by Fee Advisory No. 6 for the fiscal year 2007, equals \$30.70 per \$1,000,000 of transaction valuation. \$286,357 was paid on November 14, 2006, in accordance with Fee Advisory No. 3 for Fiscal Year 2007.

- 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. 17 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 depository shares of Rinker Group Limited, a public company registered under the laws of New South Wales, Australia ("Rinker"), 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 (as amended, 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. Capitalized terms used herein that are not otherwise defined have the meanings given to them in the Bidder's Statement.

Item 11. Additional Information.

On April 30, 2007, CEMEX agreed to provide an indemnity in favor of Rinker (the "Deed Poll") in consideration for Rinker signing an Amended Hold Separate Stipulation and Order. The Deed Poll is attached as Exhibit (a)(1)(T).

Item 12. Exhibits.

<u>Exhibit</u>	<u>Description</u>
(a)(1)(T)	Deed poll in favor of Rinker, dated April 30, 2007.

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: May 4, 2007

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: Director



To:
Rinker Group Ltd,
its subsidiaries and
each of their respective directors

30 April 2007

CEMEX, S.A.B. de C.V. (**CEMEX**) refers to the attached Amended Hold Separate Stipulation and Order proposed to be signed by CEMEX, Rinker Group Limited (**Rinker**) and the United States of America (**Amended HSO**).

In consideration for Rinker agreeing to sign the Amended HSO at CEMEX's request, CEMEX confirms and agrees, for the avoidance of doubt, that in the event that Rinker or any of its subsidiaries (each a **Rinker Group Company**), after the occurrence of a Divestiture Trigger (as defined in the Amended HSO) agrees to, or is required to, divest of Divestiture Assets (as defined in the Amended HSO), or has Divestiture Assets divested on its behalf, in circumstances where CEMEX Australia Pty Limited (**CEMEX Australia**) has not commenced compulsory acquisition of shares in Rinker and there is a loss to a Rinker Group Company as a result, then the indemnity in clause 3.3(d) of the Bid Agreement dated 10 April 2007 between CEMEX, Rinker and CEMEX Australia (as amended) extends to providing compensation to each Rinker Group Company that has disposed of Divestiture Assets (including compensation by way of contributing assets to the relevant Rinker Group Company) as is necessary to ensure that each such Rinker Group Company is restored to the position (assessed on a financial basis) it would have been in had the divestitures not occurred.

This document is governed by the laws of New South Wales and CEMEX irrevocably submits to the non-exclusive jurisdiction of the court of New South Wales and courts competent to hear appeals from those courts. CEMEX irrevocably waives any objection to the venue of any legal process in these courts on the basis that the process has been brought in an inconvenient forum.

This letter is given by CEMEX as a deed poll in favour of Rinker Group Limited, each of its subsidiaries and each of their respective directors.

Executed as a deed poll
by CEMEX, S.A.B. de C.V.

/s/ Ramiro G. Villarreal
Ramiro G. Villarreal
General Counsel and Secretary of the Board