

**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. 11)**

**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. 11 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 4. Terms of the transaction**

On January 23, 2007, Bidder lodged a copy of the second supplementary Bidder's statement, dated January 23, 2007 (the "Second Supplementary Bidder's Statement"), with the Australian Securities and Investment Commission. The Second Supplementary Bidder's Statement supplements and is to be read together with the Bidder's Statement, as amended by the first supplementary Bidder's statement, dated December 8, 2006. The Second Supplementary Bidder's Statement is attached as Exhibit (a)(1)(M).

**Item 11. Additional Information**

On January 23, 2007, Bidder filed a notice with the Australian Stock Exchange stating that (i) the Offer has been extended to 7pm (Sydney Time) on 30 March 2007/5am (New York Time) on 30 March 2007 and (ii) Bidder and its associates had a relevant interest in 0.0001% of the ordinary shares in Rinker as at 14 November 2006 and 0.20% as at 23 January 2007.

**Item 12. Exhibits.**

<b>Exhibit</b>	<b>Description</b>
<b>(a)(1)(M)</b>	Second Supplementary Bidder's Statement.

## 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: January 23, 2007

CEMEX Australia Pty Ltd

By: /s/ Ramiro G. Villarreal Morales  
Name: Mr. Ramiro G. Villarreal Morales  
Title: Director

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

By: /s/ Ramiro G. Villarreal Morales  
Name: Mr. Ramiro G. Villarreal Morales  
Title: General Counsel

EXHIBIT INDEX

<b>Exhibit</b>	<b>Description</b>
<b>(a)(1)(M)</b>	Second Supplementary Bidder's Statement.



## Chairman's Letter

23 January 2007

Dear Rinker Shareholder,

In November 2006, CEMEX sent you a Bidder's Statement, which included an Offer to acquire all of your Rinker Shares for US\$13.00 per share (equivalent to A\$16.55<sup>1</sup>) and any Rinker ADSs for US\$65.00 per ADS (each Rinker ADS represents five Rinker Shares). Subsequently, in December 2006, CEMEX sent you a First Supplementary Bidder's Statement which supplemented and corrected information contained in the Bidder's Statement and extended the Offer Period.

The accompanying Statement includes a notice that the Offer Period has been further extended to 7pm (Sydney time) on 30 March 2007 and an update on certain matters that have occurred since the First Supplementary Bidder's Statement was lodged with ASIC on 8 December 2006.

CEMEX believes the Offer for Rinker is compelling for you as a shareholder. I encourage you to **accept the Offer** by following the instructions on the Share Acceptance Form (for Rinker Shares) or ADS Letter of Transmittal (for Rinker ADSs) that was enclosed with the First Supplementary Bidder's Statement. You can obtain another copy of these documents by calling the CEMEX Offer Information Line (see the telephone numbers on the last page of the accompanying Statement). If you change your mind about accepting the Offer (or your currency election), you may be able to withdraw your acceptance under the terms of the Offer (see Section 1.1 of the accompanying Statement and Section 1.3 of the First Supplementary Bidder's Statement for a discussion of your withdrawal rights).

Yours faithfully,

A handwritten signature in black ink, appearing to read "L. Zambrano", written over a horizontal line.

**Lorenzo H. Zambrano**

*Chairman and Chief Executive Officer*

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

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1. Based on an exchange rate of A\$1.00 to US\$0.7856 which represents the average of the WM/Reuters Intraday Mid Spot Rates on 17 January 2007. See Section 1.2 of the First Supplementary Bidder's Statement for a discussion of currency exchange rates and exchange rate risk.



CEMEX Australia Pty Ltd ACN 122 401 405  
a wholly owned subsidiary of CEMEX, S.A.B. de C.V.

## Second Supplementary Bidder's Statement

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This is a supplementary bidder's statement under section 643 of the Corporations Act and a notice under sections 630(2) and 650D of the Corporations Act. It is the second supplementary bidder's statement issued by Bidder in relation to its off-market takeover bid for Rinker.

This document (**Statement**) supplements the Bidder's Statement dated 30 October 2006 (as previously supplemented by the First Supplementary Bidder's Statement dated 8 December 2006) issued by Bidder and is to be read together with the Bidder's Statement

and the First Supplementary Bidder's Statement. This Statement will prevail to the extent of any inconsistency with those documents.

A copy of this Statement was lodged with ASIC on 23 January 2007. Neither ASIC nor any of its officers takes any responsibility for the contents of this Statement.

Words and phrases defined in the Bidder's Statement or the First Supplementary Bidder's Statement have the same meaning in this Statement, unless the context requires otherwise.

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### 1. Offer Period

#### 1.1 Variation of Offer - extension of Offer Period

Bidder gives notice that it varies the Offer by extending the Offer Period until 7pm (Sydney time) on 30 March 2007 / 5am (New York time) on 30 March 2007.

This variation has the effect of postponing, for more than one month, the time when Bidder must meet its obligations for Rinker Securityholders who have already accepted the Offer. As a result, under section 650E of the Corporations Act such Rinker Securityholders may withdraw their acceptance of the Offer by giving notice within one month beginning on the day after the day on which they first receive a copy of this Statement.

Rinker Securityholders who withdraw their acceptance must return any consideration received for accepting the Offer. See Section 8.9 of the Bidder's Statement for instructions on how to withdraw an acceptance of the Offer.

If a Rinker Securityholder withdraws an acceptance of the Offer in this manner, Bidder must:

- return to the Rinker Securityholder any documents that were sent to Bidder with the acceptance of the Offer within 14 days after the day it is given the withdrawal notice and any consideration is returned; and
- in the case of CHES Holdings of Rinker Shares, transmit to ASTC a Valid Message that authorises the release of those securities from the Offer Accepted Subposition in which the Holding has been reserved.

(Words defined in the ASTC Settlement Rules have the same meaning when used in this section, unless the context requires otherwise.)

### 1.2 New date for notice on the status of the Defeating Conditions

Due to the extension of the Offer Period, the date for giving the notice on the status of the Defeating Conditions required by section 630(1) of the Corporations Act has changed from 23 January 2007 to 22 March 2007 (subject to variation in accordance with section 630(2) of the Corporations Act if the Offer Period is further extended).

As at the date of this Statement, the Offer has not been freed from any Defeating Condition nor, so far as the Bidder knows, has any Defeating Condition been fulfilled other than the Defeating Condition relating to CEMEX shareholder approval (see Section 4.2 of the First Supplementary Bidder's Statement).

## 2. Funding arrangements

There have been changes to the committed funding arrangements, as summarised below.

### 2.1 Acquisition Facility

The commitments of the lenders under the Acquisition Facility have been syndicated to a number of banks. The terms of the Acquisition Facility have not been materially amended since that agreement was signed.

### 2.2 Bridge Facility and Existing Committed Facilities

The commitments granted by the Bridge Facility Lenders under the Bridge Facility (which was for US\$1.5 billion) have been cancelled, effective 18 December 2006, by agreement between CEMEX, CEMEX Netherlands and the Bridge Facility Lenders.

CEMEX no longer proposes to source any funds to be made available to Bidder to pay the Offer Amount (and costs associated with the Offer) from the Existing Committed Facilities (from which US\$1.1 billion had been reserved).

In lieu of the Bridge Facility and the Existing Committed Facilities, CEMEX now proposes to partly source the necessary funds to be made available to Bidder to pay the Offer Amount (and costs associated with the Offer) from:

- (a) a new US\$1 billion term loan facility (the **US\$1 billion Committed Facility**) arranged by CEMEX, as borrower, with the lenders under the facility, which include ING Bank N.V., Société Générale, S.A., BNP Paribas, Calyon, New York Branch, Banco Santander, S.A. Instución de Banca Multiple Grupo Financiero Santander and Barclays Bank Plc; and
- (b) at least US\$500 million in cash and cash equivalents which are not subject to security interests, rights of set off (other than customary rights of set off under CEMEX Group bank account terms and conditions) or any other arrangements that may materially affect CEMEX's ability freely to use them towards payment of the Offer Amount (and costs associated with the Offer).



### 2.3 US\$1 billion Committed Facility

The US\$1 billion Committed Facility is unsecured. It is, however, guaranteed by CEMEX México and ETM. The facility is undrawn and is not required to meet any other commitments of CEMEX and its subsidiaries.

Funds are available for drawdown under the US\$1 billion Committed Facility for general corporate purposes and purposes related to the Offer.

Other relevant provisions of the facility documents include the following.

- (a) The US\$1 billion Committed Facility is available for drawdown until 12 November 2007 or shorter if the commitments under the facility are terminated in accordance with its terms.
- (b) CEMEX's right to make a drawing under the US\$1 billion Committed Facility is subject to satisfaction of various conditions precedent (which CEMEX considers to be customary for facilities of this nature and within its sole control) including:
  - (i) that no event of default or potential event of default has occurred and is continuing or would result from such drawing; and
  - (ii) the accuracy of the representations and warranties under the facility agreement and certain related documents.
- (c) The US\$1 billion Committed Facility is subject to events of default (which CEMEX considers to be customary for facilities of this nature), including:
  - (i) payment default which is unremedied for three business days;
  - (ii) material breach of representations and warranties which is unremedied for 30 days;
  - (iii) default by CEMEX or a guarantor of the facility of its obligations under the facility agreement and certain related documents (which, in some cases, is unremedied for 30 days);
  - (iv) default by CEMEX or a guarantor of the facility of its obligations under any indenture, agreement or instrument relating to a material debt (US\$75 million or more) which results in the acceleration of that debt;
  - (v) certain bankruptcy events;
  - (vi) failure to discharge or bond certain judgments in excess of US\$50 million;
  - (vii) obligations of CEMEX, or a guarantor of the facility, under the facility fail to rank pari passu with all of CEMEX's (or the relevant guarantor's) other senior unsecured debt;
  - (viii) CEMEX or a guarantor of the facility contests the validity of any liability under the facility agreement or a related document;
  - (ix) failure to obtain or revocation of a governmental authority necessary for the validity of the facility agreement and related documents;
  - (x) expropriation, moratorium or limitation on the availability of foreign exchange; and
  - (xi) certain changes of ownership in or control of CEMEX or a guarantor of the facility.

- (d) Certain undertakings and representations are given by CEMEX and each guarantor of the facility (which CEMEX considers to be customary for facilities of this nature), including:
- (i) representations as to:
    - (A) corporate existence and powers;
    - (B) the obligations under the facility agreement and certain related agreements being legal, valid, binding and enforceable obligations;
    - (C) the entry into and performance of the transactions contemplated by the facility agreement and certain related agreements will not conflict with any law, regulation, constitutional documents or any other agreement binding on it;
    - (D) in the case of CEMEX only, the consolidated balance sheet of CEMEX and its subsidiaries fairly present the consolidated financial condition of CEMEX and its subsidiaries as at the date of the balance sheet;
    - (E) there is no pending or threatened litigation that would be reasonably likely to have a material adverse effect or purports to affect the legality, validity or enforceability of the facility agreement and certain related documents; and
    - (F) no default event has occurred and is continuing; and
  - (ii) undertakings that it will not:
    - (A) consolidate or merge without complying with the terms of the facility agreement; or
    - (B) sell assets or create liens (other than in certain circumstances).

#### **2.4 Provision of consideration**

On the basis of the arrangements described in Section 4 of the Bidder's Statement (as supplemented by this Section 2 and by Section 4.1 of the First Supplementary Bidder's Statement), Bidder and CEMEX believe that they have reasonable grounds for holding the view, and hold the view, that Bidder will be able to provide the consideration offered under the Offer.

### 3. Consent

CEMEX has given, and has not before the date of this Statement withdrawn, its written consent to:

- be named in this Statement in the form and context in which it has been named; and
- the inclusion of each statement it has made, and each statement which is said in this Statement to be based on a statement it has made, in the form and context in which the statements have been included.

### 4. Approval

This Statement has been approved by a resolution passed by the directors of Bidder.

**DATED 23 January 2007**

**SIGNED** for and on behalf of CEMEX Australia Pty Ltd



**Hector Medina**  
*Director*

# CEMEX Offer Information Line

Within Australia: 1300 721 344 (local call)

Within the US: (866) 244 1296 (for retail investors) or (212) 750 5833 (for banks and brokers)

Elsewhere: +61 3 9415 4344

Please note that, to the extent required by the Corporations Act, calls to these numbers will be recorded.