

**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. 8)**

**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,
Colonia Valle del Campestre,
Garza Garcia, Nuevo Leon, Mexico 66265**

+52 81 8888 8888

(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⁾
\$2,676,229,274

Amount of Filing Fee⁽²⁾
\$286,357

⁽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 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.

⁽²⁾ 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. 8 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”), 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 December 8, 2006, Bidder lodged modified versions of the ADS Letter of Transmittal (the “Modified ADS Letter of Transmittal”), the ADS Notice of Guaranteed Delivery (the “Modified ADS Notice of Guaranteed Delivery”) and the Share Transfer and Acceptance Form (the “Modified Share Transfer and Acceptance Form”) with the Australian Securities and Investment Commission. The Modified ADS Letter of Transmittal (attached as Exhibit (a)(1)(H)), the Modified ADS Notice of Guaranteed Delivery (attached as Exhibit (a)(1)(I)) and the Modified Share Transfer and Acceptance Form (attached as Exhibit (a)(1)(J)) replace the ADS Letter of Transmittal, the ADS Notice of Guaranteed Delivery, and the Share Acceptance Form, respectively, which were filed with the SEC on November 14, 2006.

Item 12. Exhibits.

Exhibit	Description
(a)(1)(H)	Modified ADS Letter of Transmittal.
(a)(1)(I)	Modified ADS Notice of Guaranteed Delivery.
(a)(1)(J)	Modified Share Transfer and Acceptance Form.

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 11, 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
(a)(1)(H)	Modified ADS Letter of Transmittal.
(a)(1)(I)	Modified ADS Notice of Guaranteed Delivery.
(a)(1)(J)	Modified Share Transfer and Acceptance Form.

ADS LETTER OF TRANSMITTAL
TO TENDER AMERICAN DEPOSITARY SHARES
EVIDENCED BY AMERICAN DEPOSITARY RECEIPTS

of
RINKER GROUP LIMITED

Pursuant to the Bidder's Statement dated October 30, 2006
(as supplemented by the First Supplementary Bidder's Statement dated December 8, 2006)

by
CEMEX Australia Pty Ltd
an indirect wholly-owned subsidiary of
CEMEX, S.A.B. de C.V.

The Offer will expire at 7pm (Sydney time) on January 31, 2007 / 3am (New York time) on January 31, 2007, unless the Offer is extended or the Offer is withdrawn.

THE US DEPOSITARY FOR THE OFFER IS:
Computershare Trust Company, N.A.

BY MAIL:
Computershare Trust Company, N.A.
CEMEX Voluntary Offer
P.O. Box 43011
Providence, RI 02940-3011

BY OVERNIGHT DELIVERY:
Computershare Trust Company, N.A.
CEMEX Voluntary Offer
250 Royall Street
Canton, MA 02021

Retail Investors Call Toll Free: (866) 244-1296

THE US INFORMATION AGENT FOR THE OFFER IS:
Innisfree M&A Incorporated
501 Madison Avenue, 20th Floor
New York, NY 10022

Institutional Investors, Banks and Brokers Call Collect: (212) 750-5833

DELIVERY OF THIS ADS LETTER OF TRANSMITTAL TO AN ADDRESS OTHER THAN AS SET FORTH ABOVE WILL NOT CONSTITUTE A VALID DELIVERY TO THE US DEPOSITARY. THIS ADS LETTER OF TRANSMITTAL IS ONLY FOR USE IN ACCEPTING THE OFFER TO PURCHASE RINKER ADSs (AS DEFINED BELOW). RINKER SHARES (AS DEFINED BELOW) CANNOT BE TENDERED BY MEANS OF THIS ADS LETTER OF TRANSMITTAL. IF YOU HOLD RINKER SHARES AND WISH TO ACCEPT THE OFFER, YOU SHOULD USE THE BLUE SHARE ACCEPTANCE FORM.

DESCRIPTION OF RINKER ADSs TENDERED		
Name(s) and Address(es) of Rinker ADSholder(s) (Please fill in, if blank, exactly as name(s) appear(s) on ADR certificate(s), if applicable)	Rinker ADR(s) Tendered (Attach additional list if necessary)	Total Number of Rinker ADSs Represented by ADR(s)*
	ADR Certificate Number(s)*	
	Total Number of Rinker ADS(s) Tendered**	

* Need not be completed for book-entry transfers.

** Pursuant to the Offer, if the Rinker ADSholder elects to tender, all Rinker ADSs that the holder owns must be tendered. See Section 8.3(a) of the Bidder's Statement.

CHECK HERE IF ADR CERTIFICATE(S) HAVE BEEN LOST, DESTROYED OR STOLEN. SEE INSTRUCTION 12.

Number of Rinker ADSs represented by lost, stolen or destroyed ADRs: _____

Please read this entire document and the instructions accompanying this document carefully before completing this ADS Letter of Transmittal. You must sign this ADS Letter of Transmittal in the appropriate space below unless an Agent's Message (as defined in the Bidder's Statement) is utilized.

You have received this ADS Letter of Transmittal in connection with the Offer by CEMEX Australia Pty Ltd (**Bidder**), a proprietary company organized under the laws of Victoria, Australia and an indirect wholly-owned subsidiary of CEMEX, S.A.B. de C.V. (**CEMEX**), to acquire all outstanding ordinary shares of Rinker (**Rinker Shares**), and all outstanding American depositary shares (**Rinker ADSs**) which each represent an ownership interest in five (5) Rinker Shares and are evidenced by American depositary receipts (**ADRs**), upon the terms and subject to the conditions of the Offer (including as extended and amended by the First Supplementary Bidder's Statement and, if the Offer is further extended or amended, the terms and conditions of any such further extension or amendment), as described in the Bidder's Statement, dated October 30, 2006 and the First Supplementary Bidder's Statement dated December 8, 2006.

This ADS Letter of Transmittal is to be used either if the ADRs evidencing Rinker ADSs are to be forwarded herewith or, unless an Agent's Message is utilized, delivery of ADSs is to be made by book-entry transfer to the US Depository's account at The Depository Trust Company (**DTC**) pursuant to the procedures for book-entry transfer set forth in Section 8.3(d) of the Bidder's Statement. Delivery of this ADS Letter of Transmittal to DTC does not constitute delivery to Computershare Trust Company, N.A. (**US Depository**).

In the event of an inconsistency between the terms and procedures in this ADS Letter of Transmittal and the Bidder's Statement (as supplemented), the terms and procedures in the Bidder's Statement shall govern.

If a Rinker ADS holder (as defined in the Bidder's Statement) wishes to tender into the Offer and ADRs representing such ADSs or any other required documents cannot be delivered to the US Depository or the procedures for book-entry transfer cannot be completed, in each case, before the end of the Offer Period, such holder's acceptance of the Offer may nevertheless be effected by following the procedures for guaranteed delivery as described in Section 8.3(d) of the Bidder's Statement.

When to complete this ADS Letter of Transmittal. In order to effectively tender Rinker ADSs pursuant to the Offer, this ADS Letter of Transmittal must be properly delivered to the US Depository prior to the end of the Offer Period (as defined in the Bidder's Statement, Section 9.1).

How to complete this ADS Letter of Transmittal. After carefully reading this entire document and all of the Instructions below, Rinker ADS holders should:

- Indicate in the table on page 1 the total number of Rinker ADSs that they own and wish to tender. Check any applicable boxes and provide any required information.
- Check any applicable boxes on page 3 and, if a box is checked, provide any required information.
- Make the currency election by checking one of the two boxes on page 8.
- Provide special payment and/or special delivery instructions, if necessary, in the space provided on page 8.
- After carefully reviewing the entire ADS Letter of Transmittal, including the Instructions, sign this ADS Letter of Transmittal in the appropriate space provided below on page 7, unless an Agent's Message is utilized. Also, if necessary, procure any required signature guarantee, in the spaces provided on page 7.
- Complete the Substitute Form W-9 on page 13.
- Properly submit this ADS Letter of Transmittal with all required information to the US Depository as instructed.

Questions and requests for assistance regarding the appropriate method for tendering your Rinker ADSs may be directed by institutional investors, banks and brokers to Innisfree M&A Incorporated, the US Information Agent, and by retail investors to Computershare Trust Company, N.A., the US Depository, at the appropriate telephone number or address set forth on the last page of this ADS Letter of Transmittal.

- CHECK HERE IF ANY OR ALL TENDERED RINKER ADSs ARE BEING DELIVERED BY BOOK-ENTRY TRANSFER TO THE US DEPOSITARY'S ACCOUNT AT DTC AND COMPLETE THE FOLLOWING (ONLY DTC PARTICIPANTS MAY DELIVER ADSs BY BOOK-ENTRY TRANSFER):**

Name of Tendering

Institution: _____

DTC Participant Number: _____

Transaction Code

Number: _____

- CHECK HERE IF ANY OR ALL TENDERED RINKER ADSs ARE BEING DELIVERED PURSUANT TO AN ADS NOTICE OF GUARANTEED DELIVERY PREVIOUSLY SENT TO THE US DEPOSITARY AND COMPLETE THE FOLLOWING:**

Name(s) of Registered Holder(s): _____

Date of Execution of ADS Notice of Guaranteed

Delivery: _____

Name of Institution that Guaranteed

Delivery: _____

**NOTE: SIGNATURES MUST BE PROVIDED ON PAGES 7 (THIS ADS LETTER OF TRANSMITTAL) AND 13
(SUBSTITUTE FORM W-9) BELOW.
PLEASE READ THE ACCOMPANYING INSTRUCTIONS CAREFULLY.**

Ladies and Gentlemen:

The undersigned hereby instructs the US Depository to accept the Offer on behalf of the undersigned with respect to the above-described Rinker ADSs (which shall be deemed to include, without limitation, the Rinker Shares represented thereby), upon the terms and subject to the conditions of the Offer (including as extended and amended by the First Supplementary Bidder's Statement and, if the Offer is further extended or amended, the terms and conditions of any such further extension or amendment).

The undersigned hereby acknowledges that delivery of this ADS Letter of Transmittal, ADRs evidencing tendered Rinker ADSs, or any other required documents, or book-entry transfer of ADSs, to the US Depository in connection herewith, will (without any further action by the US Depository) constitute acceptance, subject to the withdrawal rights described in Section 8.9 of the Bidder's Statement and in Section 1.3 of the First Supplementary Bidder's Statement, by the undersigned with respect to such ADSs, upon the terms and subject to the conditions of the Offer (including as extended and amended by the First Supplementary Bidder's Statement and, if the Offer is further extended or amended, the terms and conditions of any such further extension or amendment).

Upon the terms and subject to the conditions of the Offer (including as extended and amended by the First Supplementary Bidder's Statement and, if the Offer is further extended or amended, the terms and conditions of any such further extension or amendment), and effective upon the end of the Offer Period, and if the undersigned has not validly withdrawn his or her acceptance, the undersigned hereby:

- (a) sells, assigns and transfers all right, title and interest in and to the above-described ADSs and, to the extent paid after the settlement of the Offer, any and all cash dividends, distributions, rights, other ADSs or other securities issued or issuable in respect to such ADSs (collectively, **Distributions**); and
- (b) irrevocably constitutes and appoints the US Depository as the true and lawful agent and attorney-in-fact of the undersigned with respect to such ADSs and any Distributions, with full power of substitution (such power of attorney being deemed to be an irrevocable power coupled with an interest) with respect to such ADSs, (i) to deliver the ADRs evidencing such ADSs and any Distributions or, if tender is by book-entry transfer, accept transfer of such ADSs and any Distributions on the account books maintained at DTC, together, in any such case, with all accompanying evidences of transfer and authenticity to, or upon the order of, Bidder, (ii) to surrender such ADSs to the depository for Rinker's ADR program and to instruct the depository for Rinker's ADR program to deliver the Rinker Shares underlying such ADSs and (iii) to receive all benefits and otherwise exercise all rights of beneficial ownership of such ADSs (and any Distributions).

The undersigned agrees that Bidder may instruct the US Depository to take the actions specified in clauses (b)(i) and (ii) from the immediately preceding paragraph prior to acceptance by Bidder of those ADSs tendered in the Offer. Bidder shall not have the rights specified in clause (b)(iii) from the immediately preceding paragraph until it has irrevocably accepted those ADSs tendered in the Offer. Upon acceptance by Bidder of tendered ADSs in the Offer, subject to the withdrawal rights described in Section 8.9 of the Bidder's Statement and in Section 1.3 of the First Supplementary Bidder's Statement, the undersigned shall have no further rights with respect to those ADSs, except that the undersigned shall have the right to receive from Bidder the consideration in accordance with the Offer.

Subject to the fulfillment, or waiver prior to the end of the Offer Period, of all the Defeating Conditions defined in the Bidder's Statement, the undersigned hereby irrevocably appoints Bidder and each of its directors and nominees severally as the attorney-in-fact and proxy of the undersigned to exercise all powers and rights that the undersigned has as the registered holder of Rinker ADSs, including:

- (i) attending any meeting of Rinker, and voting at any meeting of Rinker's security holders, proposing or seconding any motion at any such meeting, and demanding a poll for any vote at any such meeting;
- (ii) requisitioning the convening of any general meeting of Rinker and convening a general meeting pursuant to any such requisition; and

- (iii) signing any form, notice, instrument or other document (including any proxy appointment) relating to the tendered Rinker ADSs.

Such appointment specified in the immediately preceding paragraph will terminate on the earlier of the withdrawal of your acceptance of the Offer or the end of the Offer Period or, if all Defeating Conditions of the Offer have been fulfilled or waived, the registration of Bidder as the holder of your Rinker ADSs. This power of attorney and this proxy are irrevocable and are granted in consideration of the acceptance for payment of such ADSs upon the terms and subject to the conditions of the Offer (including as extended and amended by the First Supplementary Bidder's Statement and, if the Offer is further extended or amended, the terms and conditions of any such further extension or amendment). Such acceptance for payment shall, without further action, revoke any prior powers of attorney and proxies granted by the undersigned at any time with respect to such ADSs (and any Distributions), and no subsequent powers of attorney, proxies, consents or revocations may be given by the undersigned with respect thereto (and, if given, will not be deemed effective).

The undersigned hereby agrees that in exercising the powers and rights conferred by the power of attorney in Section 8.5(d) of the Bidder's Statement, each attorney may act in the interest of Bidder as the intended registered holder and beneficial owner of the tendered Rinker ADSs and the underlying Rinker Shares.

Except as contemplated by Section 8.5 of the Bidder's Statement, and while the appointment in that section continues and is in effect, the undersigned hereby agrees not to attend or vote in person or by proxy, attorney or corporate representative at any meeting of Rinker, or to exercise or purport to exercise (in person or by proxy, attorney, or corporate representative or otherwise) any of the powers conferred by the power of attorney in Section 8.5(d) of the Bidder's Statement.

The undersigned hereby represents and warrants that the undersigned has full power and authority to tender, sell, assign and transfer the beneficial ownership of the Rinker ADSs (and any Distributions) tendered hereby and that, when the same are accepted for payment by Bidder, Bidder will acquire good, marketable and unencumbered title thereto (including any Distributions), free and clear of all liens, restrictions, charges and encumbrances, and the same will not be subject to any adverse claims.

The undersigned shall, upon request, execute and deliver any additional documents deemed by the US Depository or Bidder to be necessary or desirable to complete the sale, assignment and transfer of the Rinker ADSs (and any Distributions) tendered hereby.

Except as provided in the Bidder's Statement, this tender is irrevocable. In addition, all authority herein conferred or agreed to be conferred shall survive the death or incapacity of the undersigned, and any obligation of the undersigned hereunder shall be binding upon the heirs, executors, administrators, personal representatives, trustees in bankruptcy, successors and assigns of the undersigned.

The undersigned understands that acceptance of the Offer pursuant to the procedures described herein and the instructions hereto will, upon acceptance by Bidder, constitute a binding agreement between the undersigned and Bidder upon the terms and subject to the conditions of the Offer (including as extended and amended by the First Supplementary Bidder's Statement and, if the Offer is further extended or amended, the terms and conditions of any such further extension or amendment). Without limiting the foregoing, if the consideration paid in the Offer is amended, the consideration paid to the undersigned will be the amended consideration notwithstanding the fact that a different consideration has been stated in the Bidder's Statement. The undersigned recognizes that under certain circumstances set forth in the Bidder's Statement, Bidder may not be required to accept for payment any of the Rinker ADSs tendered hereby.

If acceptance has been made with respect to Rinker ADSs, then a separate acceptance with respect to the Rinker Shares represented by such Rinker ADSs may not be made.

In the event that the box entitled "Special Payment Instructions" is not completed, the undersigned hereby instructs the US Depository to (a) issue a check for the consideration for the Rinker ADSs tendered and accepted for payment to the undersigned and/or (b)(i) for Rinker ADSs not accepted for payment, in the case of Rinker ADSs held in certificated form, to issue or return any ADRs in the name(s) of the undersigned or (b)(ii) for Rinker ADSs not accepted for payment, in the case of Rinker ADSs held in book-entry form, to credit the account at DTC of the undersigned. In the event that the box entitled "Special Payment Instructions" is completed, the undersigned hereby instructs the US Depository to (a) issue a check for the consideration for the Rinker ADSs tendered and accepted for payment to the person(s) so indicated and/or (b)(i) for Rinker ADSs not accepted for payment, in the case of Rinker ADSs held in certificated form, issue or return any ADRs in the name(s) of the person(s) so indicated or (b)(ii) for ADSs not accepted for payment, in the case of Rinker ADSs held in book-entry form, credit the account at DTC of the person(s) so indicated.

In the event that the box entitled "Special Delivery Instructions" is not completed, the undersigned hereby instructs the US Depository to mail (a) a check for the consideration for the Rinker ADSs tendered and accepted for payment to the undersigned and/or (b) for Rinker ADSs not accepted for payment, in the case of Rinker ADSs held in certificated form, any ADRs (and accompanying documents, as appropriate) to the undersigned at the address(es) shown below the undersigned's signature(s). In the event that the box entitled "Special Delivery Instructions" is completed, the undersigned hereby instructs the US Depository to mail (a) a check for the consideration for the Rinker ADSs tendered and accepted for payment to the person(s) so indicated and/or (b) any ADRs for Rinker ADSs held in certificated form not accepted for payment (and accompanying documents, as appropriate) to the person(s) so indicated.

In the event that no valid currency election is made on page 8, consideration for the Rinker ADSs will be distributed in US dollars. Consideration for your Rinker ADSs will be paid, net of any expenses incurred, to tendering holders of Rinker ADSs in accordance with the timing of payment set forth in the Bidder's Statement after a properly submitted ADS Letter of Transmittal with all necessary attachments is received by the US Depository.

Upon the terms and subject to the conditions of the Offer (including as extended and amended by the First Supplementary Bidder's Statement and, if the Offer is further extended or amended, the terms and conditions of any such further extension or amendment), this ADS Letter of Transmittal shall not be considered complete and valid, and payment of the consideration under the Offer shall not be made, until the ADRs evidencing tendered Rinker ADSs or, in the case of a book-entry transfer, Book-Entry Confirmation (as defined below), in respect to which the Offer is being accepted and any other required documents have been received by the US Depository at one of its addresses set forth on the first and last pages of this ADS Letter of Transmittal. Bidder will determine in its sole discretion all questions as to the form of documents, including any notice of withdrawal and the validity, eligibility (including time of receipt) and acceptance of tendered Rinker ADSs. Bidder's determination will be final and binding on all parties.

The terms and conditions of the Offer contained in the Bidder's Statement, as may be supplemented or amended, shall be deemed to be incorporated in, and form part of, this ADS Letter of Transmittal, which shall be read and construed accordingly. In the event of any inconsistency between the terms and procedures in this ADS Letter of Transmittal and the Bidder's Statement, the terms and procedures in the Bidder's Statement shall govern.

IMPORTANT- SIGNATURE SECTION
RINKER ADShOLDERS SIGN HERE
(PLEASE ALSO COMPLETE SUBSTITUTE FORM W-9 INCLUDED HEREIN)

Sign
Here: _____

Sign
Here: _____

(Signature(s) of Owner(s))

Dated: _____

Must be signed by registered holder(s) exactly as name(s) appear(s) on the ADRs evidencing the Rinker ADSs (if applicable) or by person(s) to whom ADRs surrendered have been assigned and transferred, as evidenced by endorsement, stock powers and other documents transmitted herewith. If signature is by a trustee, executor, administrator, guardian, attorney-in-fact, officer of a corporation or other person acting in a fiduciary or representative capacity, please set forth full title and see Instruction 5.

Name(s): _____

Capacity (Full
Title): _____

Address (including Zip
Code): _____

Telephone Number (including Area
Code): _____

Taxpayer Identification or Social Security
Number: _____

GUARANTEE OF SIGNATURE(S)
(See Instructions 1 and 5)
FOR USE BY FINANCIAL INSTITUTIONS ONLY.
PLACE MEDALLION GUARANTEE IN SPACE BELOW

Authorized
Signature(s): _____

Name: _____

Name of Firm: _____

Address (including Zip
Code): _____

Telephone Number (including Area
Code): _____

Dated: _____

SPECIAL PAYMENT INSTRUCTIONS
(See Instructions 1, 5, 6 and 7)

To be completed ONLY if (1) the check for the consideration with respect to the Rinker ADSs purchased is to be issued in the name of someone other than the undersigned on page 7, (2) ADRs for Rinker ADSs not accepted for payment are to be issued in the name of someone other than the undersigned on page 7 or (3) Rinker ADSs tendered hereby and delivered by book-entry transfer that are not accepted for payment are to be returned by credit to an account maintained at DTC other than the account indicated above on page 3.

Issue: Payment Certificate(s) to

Name: _____
(Please Print)

Address (including Zip Code): _____

(Taxpayer Identification or Social Security Number)

Credit unpurchased Rinker ADSs delivered by book-entry transfer to DTC participant number set forth below:

(Account Number)

SPECIAL DELIVERY INSTRUCTIONS
(See Instructions 1, 5, 6, and 7)

To be completed ONLY if the check for the consideration for Rinker ADSs purchased or ADRs evidencing Rinker ADSs which are not purchased are to be mailed to someone other than the undersigned, or to the undersigned at an address other than shown above on page 7.

Mail: Payment Certificate(s) to

Name: _____
(Please Print)

Address (including Zip Code): _____

(Taxpayer Identification or Social Security Number)

CURRENCY ELECTION
(see Instruction 13)
(please select one option)

The undersigned hereby elects to receive payment of consideration under the Offer in US dollars. **OR** The undersigned hereby elects to have payment of consideration under the Offer converted into, and then paid in, Australian dollars.

INSTRUCTIONS

Forming Part of the Terms and Conditions of the Offer

1. **Guarantee of Signatures.** No signature guarantee is required on this ADS Letter of Transmittal if (a) this ADS Letter of Transmittal is signed by the registered holder(s) (which, for purposes of this section, includes any participant in DTC's system whose name appears on a security position listing as the owner of the Rinker ADSs) of Rinker ADSs tendered herewith, unless such registered holder(s) has completed either the box entitled "Special Payment Instructions" or the box entitled "Special Delivery Instructions" on this ADS Letter of Transmittal or (b) such Rinker ADSs are tendered for the account of a financial institution (including most commercial banks, savings and loan associations and brokerage houses) that is a member in good standing of a recognized Medallion Program approved by the Securities Transfer Association, Inc., including the Security Transfer Agents Medallion Program, the New York Stock Exchange Medallion Signature Program and the Stock Exchange Medallion Program (each, an **Eligible Institution**). In all other cases, all signatures on this ADS Letter of Transmittal must be guaranteed by an Eligible Institution. See Instructions 5 and 7.

2. **Requirements of Tender.** This ADS Letter of Transmittal is to be completed by holders of Rinker ADSs either if ADRs evidencing Rinker ADSs are to be forwarded herewith or, unless an Agent's Message is utilized, if tenders are to be made pursuant to the procedure for tender by book-entry transfer as described in Section 8.3(d) of the Bidder's Statement. ADRs evidencing tendered Rinker ADSs, this ADS Letter of Transmittal properly completed and duly executed (with any required signature guarantees) and, in the case of a book-entry transfer, an Agent's Message, confirmation of a book-entry transfer into the US Depository's account at DTC of Rinker ADSs delivered by book-entry transfer (**Book-Entry Confirmation**), and/or any other documents required by this ADS Letter of Transmittal, must be received by the US Depository at one of its addresses set forth on the first and last pages of this ADS Letter of Transmittal prior to the end of the Offer Period. If ADRs are forwarded to the US Depository in multiple deliveries, a properly completed and duly executed ADS Letter of Transmittal must accompany each such delivery.

The term **Agent's Message** means a message, transmitted by DTC to, and received by, the US Depository and forming a part of the Book-Entry Confirmation, which states that DTC has received an express acknowledgment from the participant in the DTC's systems tendering an interest in the Rinker ADSs, that such participant has received and agrees to be bound by the terms of this ADS Letter of Transmittal and that Bidder may enforce such agreement against the participant.

Rinker ADSholders who own ADRs, representing Rinker ADSs, that cannot be delivered to the US Depository, or who are unable to deliver any other required documents to the US Depository, or who cannot complete the procedures for book-entry transfer, in each case, before the end of the Offer Period, may tender their Rinker ADSs into the Offer by properly completing and duly executing an ADS Notice of Guaranteed Delivery pursuant to the procedures for guaranteed delivery as described in Section 8.3(d) of the Bidder's Statement. Pursuant to the procedures for guaranteed delivery, (1) such tender must be made by or through an Eligible Institution, (2) a properly completed and duly executed ADS Notice of Guaranteed Delivery, in the form provided by Bidder, must be received by the US Depository prior to the end of the Offer Period and (3) within three New York Stock Exchange trading days after the date of the receipt of the ADS Notice of Guaranteed Delivery by the US Depository, the following must be received by the US Depository: (i) in the case of Rinker ADSs held in certificated form, the ADRs evidencing such Rinker ADSs, in proper form for transfer, together with a properly completed and duly executed ADS Letter of Transmittal (with any required signature guarantees) and any other documents required by this ADS Letter of Transmittal, or (ii) in the case of Rinker ADSs held in book-entry form, confirmation of a book-entry transfer of such Rinker ADSs to the account of the US Depository at DTC, together with (x) a properly completed and duly executed ADS Letter of Transmittal (with any required signature guarantees) or an Agent's Message and (y) any other documents required by the ADS Letter of Transmittal.

The method of delivery of this ADS Letter of Transmittal, ADRs evidencing Rinker ADSs and any other required documents, including delivery through DTC, is at the sole option and risk of the tendering holder of Rinker ADSs, and delivery will be deemed valid and complete only when actually received by the US Depository (including, in the case of book-entry transfer, by Book-Entry Confirmation). If delivery is by mail, registered mail with return receipt requested along with proper insurance is recommended. In all cases, sufficient time should be allowed to ensure timely delivery before the end of the Offer Period.

No alternative, conditional or contingent tenders will be accepted. All tendering holders of Rinker ADSs, by execution of this ADS Letter of Transmittal, waive any right to receive any notice of the acceptance of their Rinker ADSs for payment.

All questions as to the form and validity (including time of receipt) and acceptance for payment of any tender of Rinker ADSs will be determined by Bidder, in its sole discretion, which determination shall be final and binding. Bidder reserves the absolute right to reject any or all tenders of Rinker ADSs if Bidder determines such Rinker ADSs are not in proper form or the acceptance for payment of or payment for which may, in the opinion of Bidder's counsel, be unlawful. Bidder also reserves the absolute right to waive any defect or irregularity in any tender of Rinker ADSs. None of Bidder, Rinker, the US Depositary, the US Information Agent or any other person or party will be under any duty to give notification of any defect or irregularity in any tender or incur any liability for failure to give any such notification.

3 . Inadequate Space. If the space provided herein is inadequate, the certificate numbers of the ADRs (if applicable), the total number of Rinker ADSs evidenced by such ADRs, and any other required information should be listed on a separate schedule attached hereto and separately signed on each page thereof in the same manner as this ADS Letter of Transmittal is signed.

4. No Partial Tenders. Pursuant to the terms of the Offer, Bidder is offering to purchase all of your Rinker ADSs. Thus, partial tenders are not permitted. All Rinker ADSs delivered to the US Depositary will be deemed to have been tendered into the Offer. Any attempt to tender less than 100% of Rinker ADSs owned by any Rinker ADSholder will be deemed to be a tender of all Rinker ADSs owned by that Rinker ADSholder. For more information, see Sections 8.3(a) and 8.5(a) of the Bidder's Statement.

5 . Signatures on ADS Letter of Transmittal, Stock Powers and Endorsements. If this ADS Letter of Transmittal is signed by the registered holder(s) of the Rinker ADSs tendered hereby, the signature(s) must correspond to the name(s) as written on the face of the ADRs without alteration.

If any of the Rinker ADSs evidenced by ADRs tendered hereby are held of record jointly by two or more owners, each owner must sign this ADS Letter of Transmittal.

If any of the tendered Rinker ADSs are registered in different names on several ADRs, it will be necessary to complete, sign and submit as many separate ADS Letters of Transmittal as there are different registrations of ADRs.

If this ADS Letter of Transmittal or any certificates or stock powers are signed by a trustee, executor, administrator, guardian, attorney-in-fact, officer of a corporation or other person acting in a fiduciary or representative capacity, such person should so indicate when signing, and submit proper evidence satisfactory to Bidder of the authority of such person to so act.

If this ADS Letter of Transmittal is signed by the registered holder(s) of the Rinker ADSs listed and transmitted hereby, no endorsements of ADRs or separate stock powers are required unless payment is to be made for ADRs or Rinker ADSs not accepted for payment are to be issued in the name of a person other than the registered holder(s). Signatures on any such ADRs or stock powers must be guaranteed by an Eligible Institution.

If this ADS Letter of Transmittal is signed by a person other than the registered holder(s) of the ADRs listed and transmitted hereby, the ADRs must be endorsed or accompanied by appropriate stock powers, in either case signed exactly as the name(s) of the registered holder(s) appear(s) on the ADRs. Signature(s) on any such ADRs or stock powers must be guaranteed by an Eligible Institution.

6. Stock Transfer Taxes. If payment of the consideration is to be made to, or if ADRs representing Rinker ADSs not accepted for payment are to be issued in the name of, any person other than the registered holder(s), or if tendered ADRs are registered in the name of any person other than the person(s) signing this ADS Letter of Transmittal, the amount of any stock transfer taxes (whether imposed on the registered holder(s) or such other person) payable on account of the transfer to such other person will be deducted from the consideration paid for such tendered Rinker ADSs unless evidence satisfactory to Bidder of the payment of such taxes, or exemption therefrom, is submitted.

Except as provided in this Instruction 6, it will not be necessary for transfer tax stamps to be affixed to the ADRs transmitted hereby.

7. Special Payment and Delivery Instructions. If a check is to be issued in the name of, and/or ADRs representing Rinker ADSs not accepted for payment are to be issued or returned to, a person other than the person(s) signing this ADS Letter of Transmittal or if a check and/or such ADRs are to be returned to a person other than the person(s) signing this ADS Letter of Transmittal or to an address other than that shown in this ADS Letter of Transmittal, the appropriate boxes on this ADS Letter of Transmittal must be completed. Rinker ADSholders who hold their Rinker ADSs through DTC may request that Rinker ADSs not accepted for payment be credited to an account maintained at DTC as designated under "Special Payment Instructions." If no such instructions are given, such Rinker ADSs not accepted for payment will be returned by crediting such holder's account at DTC.

8. Substitute Form W-9. Under US Federal income tax law, a non-exempt holder of Rinker ADSs that is a US citizen or resident alien is required to provide the US Depository with such holder's correct Taxpayer Identification Number (**TIN**) (e.g., social security number or employer identification number) on the Substitute Form W-9 included herewith. If Rinker ADSs are registered in more than one name or are not in the name of the actual owner, consult the enclosed Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9 for additional guidance on which number to report. Failure to provide the information on the form may subject the surrendering holder to a \$50 penalty and to backup withholding (at the appropriate rate, currently 28%) on the payment of any cash.

The tendering Rinker ADSholder must check the box in Part 3 of the Substitute Form W-9 if a TIN has not been issued and the holder has applied for a number or intends to apply for a number in the near future. If a TIN has been applied for and the US Depository is not provided with a TIN before payment is made, the US Depository will backup withhold (at the appropriate rate, currently 28%) on all payments to such surrendering holders of any consideration due for their former Rinker ADSs. Please review the enclosed Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9 for additional details on what TIN to give the US Depository.

Certain Rinker ADSholders (including, for example, corporations and certain foreign individuals) are exempt from backup withholding requirements. Exempt holders should indicate their exempt status on the Substitute Form W-9. In order for a foreign individual to qualify as an exempt recipient, such individual must submit a statement on Internal Revenue Service Form W-8BEN, signed under penalties of perjury, attesting to such individual's exempt status. Rinker ADSholders are urged to consult their own tax advisors to determine whether they are exempt from these backup withholding and reporting requirements.

If backup withholding applies, the US Depository is required to withhold up to 28% of any payments to be made to the Rinker ADSholder. Backup withholding is not an additional US Federal income tax. Rather, the US Federal income tax liability of persons subject to backup withholding will be reduced by the amount of tax withheld. If withholding results in an overpayment of taxes, a refund may be obtained by filing a tax return with the Internal Revenue Service. The US Depository cannot refund amounts withheld by reason of backup withholding.

9. Rinker Shareholders. Rinker Shares cannot be tendered by means of this ADS Letter of Transmittal (which is exclusively for use in respect of Rinker ADSs). If you hold Rinker Shares, you should use the blue Share Acceptance Form for tendering such Rinker Shares into the Offer by following the instructions set forth therein. To obtain a copy of the blue Share Acceptance Form, contact the US Information Agent (for institutional investors, banks and brokers) or US Depository (for retail investors) at the appropriate address or telephone number set forth on the last page of this ADS Letter of Transmittal.

10. Requests for Assistance or Additional Copies. Questions and requests for assistance or additional copies of the Bidder's Statement, any supplements to the Bidder's Statement, this ADS Letter of Transmittal, the ADS Notice of Guaranteed Delivery and the Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9 may be directed to the US Information Agent (for institutional investors, banks and brokers) or US Depository (for retail investors) at the appropriate address or telephone number set forth on the last page of this ADS Letter of Transmittal.

11. Waiver of Conditions. The conditions of the Offer may be waived by Bidder at the times and in the manner described in Section 8.7(d) of the Bidder's Statement.

12. Lost, Destroyed or Stolen Certificates. If any ADR(s) representing Rinker ADS(s) has been lost, destroyed or stolen, the holder of such Rinker ADR(s) should, in addition to checking the box on page 3 of this ADS Letter of Transmittal, promptly notify JPMORGAN CHASE BANK, N.A., the depository for the Rinker ADR program. The holder of the Rinker ADS will then be instructed as to the steps that must be taken in order to replace the ADR(s). This ADS Letter of Transmittal and any other required documents cannot be processed until the procedures for replacing lost, destroyed or stolen certificates have been followed.

13. **Currency Election.** Check one of the boxes on page 8 to indicate the currency in which you wish to receive payment of consideration under the Offer. If a Rinker ADSholder elects to have the consideration converted into Australian dollars, Bidder will pay any charges associated with such conversion, and the exchange rate at which consideration under the terms of the Offer will be converted into Australian dollars will be the average of the WM/Reuters Intraday Mid Spot Rates during the applicable Exchange Rate Reference Period. If no currency election is made, a Rinker ADSholder will receive payment of consideration under the Offer in US dollars. The terms 'WM/Reuters Intraday Mid Spot Rates' and 'Exchange Rate Reference Period' are defined in Section 1.1(a) of the First Supplementary Bidder's Statement.

IMPORTANT:

This ADS Letter of Transmittal (with any required signature guarantees) together with ADRs evidencing tendered Rinker ADSs or, in the case of a book-entry transfer, an Agent's Message, or Book-Entry Confirmation, and any other required documents, must be received by the US Depository, in any case, no later than 7pm (Sydney time) on January 31, 2007 / 3am (New York time) on January 31, 2007, unless the Offer is extended or is withdrawn.

<p>SUBSTITUTE FORM W-9 Part 1—PLEASE PROVIDE YOUR NAME AND TIN IN THE BOX AT RIGHT AND CERTIFY BY SIGNING AND DATING BELOW</p> <p>Department of the Treasury Internal Revenue Service</p>	<p>_____ Name</p> <p>_____ Social Security Number(s) OR Taxpayer Identification Number(s)</p>
<p>Part 2—Certification—Under penalties of perjury, I certify that:</p> <p>(1) the number shown on this form is my correct Taxpayer Identification Number (or I am waiting for a number to be issued to me) and</p> <p>(2) I am not subject to backup withholding because (a) I am exempt from backup withholding or (b) I have not been notified by the Internal Revenue Service (the “IRS”) that I am subject to backup withholding as a result of a failure to report all interest or dividends or (c) the IRS has notified me that I am no longer subject to backup withholding.</p>	
<p>Payer's Request for Taxpayer Identification Number (TIN) are exempt from backup withholding, check the box in Part 4 above.</p>	<p>Part 3— Awaiting TIN <input type="checkbox"/></p> <p>Part 4— Exempt TIN <input type="checkbox"/></p>
<p>SIGNATURE _____ DATE _____</p>	

NOTE: FAILURE TO COMPLETE AND RETURN THIS SUBSTITUTE FORM W-9 MAY RESULT IN BACKUP WITHHOLDING OF 28% OF ANY PAYMENTS MADE TO YOU PURSUANT TO THE OFFER. PLEASE REVIEW THE ENCLOSED GUIDELINES FOR CERTIFICATION OF TAXPAYER IDENTIFICATION NUMBER ON SUBSTITUTE FORM W-9 FOR ADDITIONAL INFORMATION.

YOU MUST COMPLETE THE FOLLOWING CERTIFICATE IF YOU CHECKED THE BOX IN PART 3 OF SUBSTITUTE FORM W-9

<p>CERTIFICATE OF AWAITING TAXPAYER IDENTIFICATION NUMBER</p> <p>I certify under penalties of perjury that a taxpayer identification number has not been issued to me, and either (a) I have mailed or delivered an application to receive a taxpayer identification number to the appropriate Internal Revenue Service Center or Social Security Administration Office or (b) I intend to mail or deliver such an application in the near future. I understand that if I do not provide a taxpayer identification number to the US Depository, 28% of all reportable payments made to me will be withheld, but will be refunded if I provide a certified taxpayer identification number within 60 days.</p> <p>Signature _____ Date _____</p>

**GUIDELINES FOR CERTIFICATION OF TAXPAYER IDENTIFICATION
NUMBER ON SUBSTITUTE FORM W-9**

Guidelines for Determining the Proper Identification Number for the Payee (You) to Give the Payer.—Social Security numbers have nine digits separated by two hyphens: i.e., 000-00-0000. Employer identification numbers have nine digits separated by only one hyphen: i.e., 00-0000000. The table below will help determine the number to give the payer. All “Section” references are to the Internal Revenue Code of 1986, as amended. “IRS” is the Internal Revenue Service.

For this type or account:	Give the TAXPAYER IDENTIFICATION NUMBER of	For this type or account:	Give the TAXPAYER IDENTIFICATION NUMBER of
1. Individual	The Individual	6. A valid trust, estate or pension trust	The legal entity(4)
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account(1)	7. Corporate or LLC electing corporate status on IRS Form 8832	The corporation
3. Custodian account of a minor (Uniform Gifts to Minors Act)	The minor(2)	8. Association, club, religious, charitable, education, or other tax-exempt organization account	The organization
4. a. The usual revocable savings trust account (grantor is also trustee)	The grantor-trustee(1)	9. Partnership or multi-member LLC	The partnership
b. So-called trust account that is not a legal or valid trust under state law	The actual owner(1)	10. A broker or registered nominee	The broker or nominee
5. Sole proprietorship	The owner(3)	11. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

- (1) List first and circle the name of the person whose number you furnish. If only one person on a joint account has a Social Security number, that person’s number must be furnished.
- (2) Circle the minor’s name and furnish the minor’s Social Security number.
- (3) You must show your individual name, but you may also enter your business or “doing business as” name. You may use either your Social Security number or your employer identification number (if you have one).
- (4) List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the taxpayer identification number of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

Note: If no name is circled when there is more than one name, the number will be considered to be that of the first name listed.

**GUIDELINES FOR CERTIFICATION OF TAXPAYER IDENTIFICATION
NUMBER ON SUBSTITUTE FORM W-9**

(continued)

Obtaining a Number

If you do not have a taxpayer identification number, obtain Form SS-5, Application for a Social Security Card, at the local Social Security Administration office, or Form SS-4, Application for Employer Identification Number, by calling 1(800)TAX-FORM, and apply for a number.

Payees Exempt from Backup Withholding

Payees specifically exempted from withholding include:

- An organization exempt from tax under section 501(a) or an individual retirement account (IRA), or a custodial account under Section 403(b)(7), if the account satisfies the requirements of Section 401(f)(2).
- The United States or a state thereof, the District of Columbia, a possession of the United States, or a political subdivision or wholly owned agency or instrumentality of any one or more of the foregoing.
- An international organization or any agency or instrumentality thereof.
- A foreign government and any political subdivision, agency or instrumentality thereof.

Payees that may be exempt from backup withholding include:

- A corporation.
- A financial institution.
- A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States.
- A real estate investment trust.
- A common trust fund operated by a bank under Section 584(a).
- A trust exempt from tax under Section 664 as described in Section 4947.
- An entity registered at all times during the tax year under the Investment Company Act of 1940.
- A middleman known in the investment community as a nominee or custodian.
- A futures commission merchant registered with the Commodity Futures Trading Commission.
- A foreign central bank of issue.

Payments of dividends and patronage dividends generally exempt from backup withholding include:

- Payments to nonresident aliens subject to withholding under Section 1441.
- Payments to partnerships not engaged in a trade or business in the United States and that have at least one nonresident alien partner.
- Payments of patronage dividends not paid in money.
- Payments made by certain foreign organizations.
- Section 404(k) payments made by an ESOP.
- Payments made to a nominee.

Payments of interest generally exempt from backup withholding include:

- Payments of interest on obligations issued by individuals.
- Note: You may be subject to backup withholding if this interest is \$600 or more and is paid in due course of the payer's trade or business and you have not provided your correct taxpayer identification number to the payer.
- Payments of tax-exempt interest (including exempt-interest dividends under Section 852).

- Payments described in Section 6049(b)(5) to nonresident aliens.
- Payments on tax-free covenant bonds under Section 1451. Payments made by certain foreign organizations.
- Mortgage interest paid to you.

Certain payments, other than payments of interest, dividends, and patronage dividends, that are not subject to information reporting are also not subject to backup withholding. For details, see sections 6041, 6041A, 6042, 6044, 6045, 6049, 6050A and 6050N and the regulations under those sections. *Exempt payees described above must file Form W-9 or a substitute Form W-9 to avoid possible erroneous backup withholding.* FILE THIS FORM WITH THE PAYER, FURNISH YOUR TAXPAYER IDENTIFICATION NUMBER, WRITE "EXEMPT" ON THE FORM, AND RETURN TO THE PAYER. ALSO SIGN AND DATE THE FORM. IF YOU ARE A NONRESIDENT ALIEN OR A FOREIGN ENTITY NOT SUBJECT TO BACKUP WITHHOLDING, FILE WITH A PAYER A COMPLETED APPLICABLE INTERNAL REVENUE FORM W-8 (CERTIFICATE OF FOREIGN STATUS).

Privacy Act Notice.—Section 6109 requires you to provide your correct taxpayer identification number to payers, who must report the payments to the IRS. The IRS uses the number for identification purposes and may also provide this information to various government agencies for tax enforcement or litigation purposes. Payers must be given the numbers whether or not recipients are required to file tax returns. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not furnish a taxpayer identification number to a payer. Certain penalties may also apply.

Penalties

(1) Failure to Furnish Taxpayer Identification Number.—If you fail to furnish your taxpayer identification number to a payer, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

(2) Failure to Report Certain Dividend and Interest Payments. If you fail to include any portion of an includable payment for interest dividends or patronage dividends in gross income and such failure is due to negligence, a penalty of 20% is imposed on any portion of an underpayment attributable to the failure.

(3) Civil Penalty for False Information With Respect to Withholding.—If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

(4) Criminal Penalty for Falsifying Information.—Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

FOR ADDITIONAL INFORMATION CONTACT YOUR TAX ADVISOR OR THE INTERNAL REVENUE SERVICE.



THE US DEPOSITARY FOR THE OFFER IS:

Computershare Trust Company, N.A.

BY MAIL:

Computershare Trust Company, N.A.

CEMEX Voluntary Offer

P.O. Box 43011

Providence, RI 02940-3011

BY OVERNIGHT DELIVERY:

Computershare Trust Company, N.A.

CEMEX Voluntary Offer

250 Royall Street

Canton, MA 02021

Retail Investors and All Others Call Toll Free: (866) 244-1296

THE US INFORMATION AGENT FOR THE OFFER IS:

Innisfree M&A Incorporated

501 Madison Avenue, 20th Floor

New York, NY 10022

Institutional Investors, Banks and Brokers Call Collect: (212) 750-5833

Questions and requests for assistance may be directed by institutional investors, banks and brokers to the US Information Agent, and by retail investors to the US Depositary, at the appropriate telephone number or address set forth above. Additional copies of the Bidder's Statement, any supplements to the Bidder's Statement, this ADS Letter of Transmittal, ADS Notice of Guaranteed Delivery and other related materials may also be obtained from the US Information Agent, and will be furnished promptly at Bidder's expense. You may also contact your broker, dealer, commercial bank, trust company or other nominee for assistance concerning the Offer.

ADS NOTICE OF GUARANTEED DELIVERY
TO TENDER AMERICAN DEPOSITARY SHARES
EVIDENCED BY AMERICAN DEPOSITARY RECEIPTS

of

RINKER GROUP LIMITED

Pursuant to the Bidder's Statement dated October 30, 2006
(as supplemented by the First Supplementary Bidder's Statement dated December 8, 2006)

by

CEMEX Australia Pty Ltd

an indirect wholly-owned subsidiary of

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

The Offer will expire at 7pm (Sydney time) on January 31, 2007 / 3am (New York time) on January 31, 2007, unless the Offer is extended or the Offer is withdrawn.

THE US DEPOSITARY FOR THE OFFER IS:
Computershare Trust Company, N.A.

BY MAIL:
Computershare Trust Company, N.A.
CEMEX Voluntary Offer
P.O. Box 43011
Providence, RI 02940-3011

BY OVERNIGHT DELIVERY:
Computershare Trust Company, N.A.
CEMEX Voluntary Offer
250 Royall Street
Canton, MA 02021

BY FACSIMILE TRANSMISSION:
(FOR ELIGIBLE INSTITUTIONS ONLY)
(617) 360-6810

RECEIPT OF FACSIMILE MAY BE CONFIRMED ONLY
BY TELEPHONE AT THE FOLLOWING NUMBER:
(781) 575-2332

DELIVERY OF THIS ADS NOTICE OF GUARANTEED DELIVERY TO AN ADDRESS OR FACSIMILE NUMBER OTHER THAN AS SET FORTH ABOVE WILL NOT CONSTITUTE DELIVERY TO THE US DEPOSITARY.

THIS ADS NOTICE OF GUARANTEED DELIVERY IS NOT TO BE USED TO GUARANTEE SIGNATURES. IF A SIGNATURE ON AN ADS LETTER OF TRANSMITTAL IS REQUIRED TO BE GUARANTEED BY AN ELIGIBLE INSTITUTION (AS DEFINED BELOW) UNDER THE INSTRUCTIONS THERETO, SUCH SIGNATURE GUARANTEE MUST APPEAR IN THE APPLICABLE SPACE PROVIDED IN THE SIGNATURE BOX ON THE ADS LETTER OF TRANSMITTAL.

Subject to the withdrawal rights described in Section 8.9 of the Bidder's Statement and in Section 1.3 of the First Supplementary Bidder's Statement, this ADS Notice of Guaranteed Delivery, or a form substantially equivalent hereto, may be used to accept the offer by CEMEX Australia Pty Ltd (**Bidder**), a proprietary company organized under the laws of Victoria, Australia and an indirect wholly-owned subsidiary of CEMEX, S.A.B. de C.V. (**CEMEX**), to acquire all outstanding ordinary shares of Rinker (**Rinker Shares**), and all outstanding American depositary shares (**Rinker ADSs**) which each represent an ownership interest in five (5) Rinker Shares and are evidenced by American depositary receipts (**ADRs**), upon the terms and subject to the conditions of 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, if:

1. ADRs evidencing Rinker ADSs are not immediately available;
2. The procedures for book-entry transfer cannot be completed prior to the end of the Offer Period (as defined in the Bidder's Statement); or
3. Time will not permit the required documents to be received by Computershare Trust Company, N.A. (the **US Depository**) prior to the end of the Offer Period.

This form may be delivered by hand, transmitted via facsimile, or mailed to the US Depository and must include a guarantee by an Eligible Institution.

In the case of ADSs held through The Depository Trust Company (**DTC**), this ADS Notice of Guaranteed Delivery must be sent to the US Depository by a participant in DTC's system via the book-entry confirmation system.

Bidder intends to enforce all rights that it may have under applicable law against any Eligible Institution that completes this form and fails to deliver the applicable ADSs by the deadline indicated above.

Ladies and Gentlemen:

The undersigned hereby tenders to Bidder, a proprietary company organized under the laws of Victoria, Australia and an indirect wholly-owned subsidiary of CEMEX, upon the terms and subject to the conditions of the Offer (including as extended and amended by the First Supplementary Bidder's Statement and, if the Offer is further extended or amended, the terms and conditions of any such further extension or amendment), as described in the Bidder's Statement dated October 30, 2006 and the First Supplementary Bidder's Statement dated December 8, 2006, receipt of which is hereby acknowledged, the number of Rinker ADSs indicated below (which number shall be all ADSs owned by the undersigned, as required by the terms of the Offer) pursuant to the procedures for guaranteed delivery as described in Section 8.3(d) of the Bidder's Statement.

Signature(s): _____

Address(es) (Including Zip Code): _____

Name(s) of Record Holders: _____

(Please Type or Print)

Number of ADSs*: _____

Check if ADSs will be tendered by book-entry transfer.

Account Number: _____

ADR No(s). (if available/applicable): _____

*Pursuant to the Offer, if the Rinker ADSholder (as defined in the Bidder's Statement) elects to tender, all Rinker ADSs that the ADSholder owns must be tendered. See Section 8.3(a) of the Bidder's Statement.

THE GUARANTEE SET FORTH BELOW MUST BE COMPLETED

**GUARANTEE
(Not to be used for signature guarantee)**

The undersigned, a member in good standing of a recognized Medallion Program approved by the Securities Transfer Association, Inc., including the Security Transfer Agents Medallion Program, the New York Stock Exchange Medallion Signature Program and the Stock Exchange Medallion Program (each, an **Eligible Institution**), hereby guarantees to deliver the ADRs evidencing the Rinker ADSs tendered hereby, in proper form for transfer, or deliver the Rinker ADSs by book-entry transfer to the US Depository's account at DTC, together with the ADS Letter of Transmittal properly completed and duly executed (with any required signature guarantees) or, in the case of book-entry transfer, an Agent's Message (as defined in the ADS Letter of Transmittal), and any other required documents within three New York Stock Exchange trading days after the date hereof.

Name of Firm: _____
-

Authorized Signature: _____

Address (Including ZIP Code): _____

Name: _____

(Please Type or Print)

Title: _____

Dated: _____

Area Code and Tel. No.: _____

Note: Do not send ADRs evidencing Rinker ADSs with this ADS Notice of Guaranteed Delivery. ADRs evidencing Rinker ADSs should be sent with your ADS Letter of Transmittal.



Please return completed form to:
Computershare Investor Services Pty Limited
GPO Box 2237 Melbourne
Victoria 8060 Australia
Enquiries (within Australia) 1300 721 344
(within the US) (866) 244 1296
(elsewhere) 61 3 9415 4344
Facsimile 61 3 9473 2500
web.queries@computershare.com.au
www.computershare.com

Securityholder Reference Number (SRN)



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SAA
MR JOHN SMITH 1
FLAT 123
123 SAMPLE STREET
THE SAMPLE HILL
SAMPLE ESTATE
SAMPLEVILLE VIC 3030

Use a black pen.
Print in CAPITAL letters
inside the grey areas.

A B C

1 2 3

Where a choice is required,
mark the box with an 'X'

X

Share Transfer and Acceptance Form - Cash Offer

This is an important document and requires your immediate attention. If you are in doubt about how to deal with it, please consult your financial, legal or other professional advisor.

Use this form to accept CEMEX Australia Pty Ltd (Bidder) offer for all your ordinary shares in Rinker Group Limited

B Consideration

The consideration applicable under the terms of this offer is US\$13.00 per Rinker Share.

What CEMEX Australia Pty Ltd is offering to buy
CEMEX Australia Pty Ltd is offering to buy all your Rinker Shares, on the terms set out in the Bidder's Statement.

What you will receive if you accept the Offer
If you accept the Offer you will, subject to the satisfaction of the conditions of the Offer, receive US\$13.00 for each of your Rinker Shares.

Currency election (please select one option)

I/We elect to have payment of consideration under the Offer converted into, and then paid to me/us in, Australian dollars.

OR

I/We elect to receive payment of consideration under the Offer in US dollars.

(See instructions overleaf for information concerning the currency election.)

Securityholder details

Subregister	Issuer/CHES
Your holding in Rinker Group Limited	123456789012
Cash consideration payable to you at US\$13.00 per share	US\$000.00

C To be completed by Securityholder

You will be deemed to have accepted the Offer in respect of all your Rinker Shares if you sign and return this form.

If you hold your Rinker Shares in a CHES Holding (see "subregister" above), to accept the Offer you can either:

- Instruct your Controlling Participant directly - normally your stockbroker or
- Authorise CEMEX Australia Pty Ltd to contact your Controlling Participant on your behalf, which you can do by signing and returning this form. By signing and returning this form you will be deemed to have authorised CEMEX Australia Pty Ltd to contact your Controlling Participant directly via the CHES system.

D Contact details

Please provide your contact details in case we need to speak to you about this form.

Name of contact person

Contact person's daytime telephone number

E Sign here - this section must be signed before we can process this form.

I/We accept the Offer made by CEMEX Australia Pty Ltd in respect of all my/our ordinary shares in Rinker Group Limited. I/we hold and I/we agree to be bound by the terms and conditions of the Offer (including the instructions as to acceptance of the Offer on the back of this form) and transfer all of my/our Rinker Shares to CEMEX Australia Pty Ltd for the above consideration.

Individual or Securityholder 1

Sole Director and Sole Company Secretary

Individual or Securityholder 2

Director

Individual or Securityholder 3

Director/Company Secretary

The directors reserve the right to make amendments to this form where appropriate. Please refer to the lodgement instructions overleaf.

See back of form for completion guidelines

R I N

1 T K A C

<Broker PID>



How to complete this form

Acceptance of the takeover offer

A Registration Details

The Rinker Shares are currently registered in the name(s) printed on this form. Your consideration will be issued in the name(s) as it appears on the Rinker register of members.

If you have already sold all your Rinker Shares shown overleaf, do not keep or return this form. Please send this form to the broker who sold them for you.

B Consideration

The cash consideration payable under the takeover offer is US\$13.00 per share. Please place an "X" against one of the boxes to indicate how you wish to receive payment of consideration under the Offer. If you elect to have the consideration converted into Australian dollars, Bidder will pay any charges associated with such conversion, and the exchange rate at which consideration under the terms of the Offer will be converted into Australian dollars will be the average of the WM/Reuters Intraday Mid Spot Rates during the applicable Exchange Rate Reference Period. If you do not make a valid currency election, you will receive payment of consideration under the Offer in US dollars except if your address, as recorded in the Rinker register of members, is an Australian address, in which case consideration under the Offer will be converted into, and paid to you in, Australian dollars. The terms 'WM/Reuters Intraday Mid Spot Rates' and 'Exchange Rate Reference Period' are defined in Section 1.1(a) of the First Supplementary Bidder's Statement.

C How to accept the Offer

If your Rinker Shares are held in an Issuer Sponsored Holding, simply complete and return this form to the Australian Registry so that it is received by no later than 7:00pm (Sydney time) on 31 January 2007, unless extended.

If your Rinker Shares are in a CHESS Holding, you may contact your Controlling Participant directly (normally your stockbroker) with instructions to accept the Offer. If you do this, you will need to sign and return this form to your Controlling Participant. If you want CEMEX Australia Pty Ltd to contact your Controlling Participant on your behalf via the CHESS system, sign and return this form to the Australian Registry so that it is received no later than 7:00pm (Sydney time) on 31 January 2007 unless extended.

If you sign and return this form to the Australian Registry either in respect of an Issuer Sponsored Holding or so that contact may be made with your Controlling Participant on your behalf, you warrant to CEMEX Australia Pty Ltd (and authorise CEMEX Australia Pty Ltd to warrant on your behalf) that you have full legal and beneficial ownership of your Rinker Shares and that CEMEX Australia Pty Ltd will acquire them free from all Encumbrances.

Neither CEMEX Australia Pty Ltd nor Computershare Investor Services Pty Limited (CIS) will be responsible for any delays incurred by this process. You should allow sufficient time for the preferred party to initiate the acceptance of the Offer on your behalf.

D Contact details

Enter the name of a contact person and telephone number. These details will only be used in the event that the Australian Registry has a query regarding this form.

E Signature(s)

You must sign the form as follows in the space provided:

Joint holding: where the holding is in more than one name all of the securityholders must sign.

Power of Attorney: to sign under power of attorney, you must have already lodged this document with the Australian Registry. Alternatively, attach a certified copy of the power of attorney to this form when you return it.

Deceased Estate: all executors must sign and, if not already noted by the Australian Registry, a certified copy of probate or letters of administration must accompany this form.

Companies: this form must be signed by either 2 directors or a director and a company secretary. Alternatively, where the company has a sole director and, pursuant to the Corporations Act, there is no company secretary, or where the sole director is also the sole company secretary, that director may sign alone. Delete titles as applicable.

Lodgement of Share Transfer and Acceptance Form

This form must be received at the Melbourne office of CIS by no later than 7:00pm (Sydney time) on 31 January 2007, unless extended. Return this form in the provided envelope or to:

Postal Address
Computershare Investor Services Pty Limited
GPO Box 2237
MELBOURNE VIC 8060

OR

Hand Delivery
Computershare Investor Services Pty Limited
Yarra Falls
452 Johnston Street
ABBOTSFORD VIC 3067

Privacy Statement

Personal information is collected on this form by CIS, as registrar for securities issuers ("the issuer"), for the purpose of maintaining registers of securityholders, facilitating distribution payments and other corporate actions and communications. Your personal information may be disclosed to our related bodies corporate, to external service companies such as print or mail service providers, or as otherwise required or permitted by law. If you would like details of your personal information held by CIS, or you would like to correct information that is inaccurate, incorrect or out of date, please contact CIS. In accordance with the Corporations Act 2001, you may be sent material (including marketing material) approved by the issuer in addition to general corporate communications. You may elect not to receive marketing material by contacting CIS. You can contact CIS using the details provided on the front of this form or E-mail privacy@computershare.com.au

If you have any enquiries concerning the Offer please contact CEMEX Offer Information Line on telephone 1300 721 344 (within Australia), (866) 244 1296 (within the US) or +61 3 9415 4344 (elsewhere).

For legal reasons, all calls to these numbers will be recorded.

Please note this form may not be used to change your address.

Please return the completed form in the envelope provided or to the address opposite:

Computershare Investor Services Pty Limited
GPO Box 2237
Melbourne Victoria 8060
Australia

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