



# ASX / MEDIA RELEASE

18 September 2015

## CFMEU BLACK BAN OF BORAL ENDS

### **Boral enters into a comprehensive settlement with Melbourne CFMEU covering damages, injunctions and contempt claims**

Boral announced today that it had entered into a ground-breaking, comprehensive settlement agreement with the Construction and General Division of the Victorian CFMEU that will ensure Boral is protected against a continuation of the black ban initiated by the union more than two years ago.

The agreement breaks new ground in settlement of union disputes by including a rigorous, legally-binding regime of controls prohibiting interference with Boral's business for a period of three years.

Under the agreement, the CFMEU will issue a press release and a public statement on its website confirming that the union, its organisers and shop stewards will not interfere with Boral and its affiliate companies in the delivery of concrete or any other Boral products or services. *A copy of the Settlement Deed is attached including the form of the CFMEU's notice and media release in Attachments 4 and 5.*

The CFMEU statement will make clear to the market that construction businesses are free to choose their suppliers, including concrete suppliers, without fear of retribution from the union.

In addition to injunctions for a period of three years, the agreement includes a legally binding contractual mechanism that will activate upon any violation of this agreement, with amounts ranging from \$50,000 to \$200,000 per occurrence. These amounts will double where there are three or more breaches in any 12 month period. For example, in a year where there were four breaches at the maximum amount, the total amount payable by the union in that year would be \$1.6 million.

The agreement also includes the payment to Boral of between \$7 million and \$9 million in damages and legal expenses that have already been incurred, with the final legal expenses total to be agreed or assessed by the courts.

Mike Kane, CEO and Managing Director of Boral, said: "This agreement is a huge step in the multi-year effort to re-establish the rule of law on Melbourne construction sites. We will now be protected against illegal interference in serving our customers. We have fought long and hard to get to the point where we can start to reclaim our position in the Melbourne CBD and we look forward to working with those customers that have felt unable to do so because of the ban."

Mr Kane said the settlement had no bearing on the continuing ACCC secondary boycott action scheduled for trial in March 2016, and Boral will continue to cooperate with the ACCC as it always has.

He said the agreement did not interfere in any way with investigations by law enforcement bodies, including Fair Work Building and Construction, and those responsible for investigating referrals made by the Royal Commission into Trade Union Governance and Corruption.

"Boral retains all rights with respect to any future illegal conduct by the CFMEU and will always defend its right to conduct its business without hindrance from those that seek to illegally interfere with Boral's business or stand between Boral and our customers," he said.

- ends -

#### Contacts

Luis Garcia (Cannings), 0419 239 552 | 02 8284 9911    Kylie FitzGerald 0401 895 894

Boral Limited ABN 13 008 421 761 – PO Box 1228 North Sydney NSW 2059 - [www.boral.com.au](http://www.boral.com.au)

Deed of Settlement and Release  
17 September 2015

# Parties

This Deed is entered into between the following parties:

- Boral Resources (Vic) Pty Ltd (ACN 004 620 731)
- Alsafe Premix Concrete Pty Ltd (ACN 003 290 999)
- Boral Bricks Pty Ltd (ACN 082 448 342)
- Boral Masonry Ltd (ACN 000 223 718)
- Boral Australian Gypsum Ltd (ACN 004 231 976)
- Boral Window Systems Ltd (ACN 004 069 523) (**Boral Windows**)

**(the Boral Parties)**

and

- Boral Cement Limited (ACN 008 528 523) (**Boral Cement**)

and

- Construction Forestry Mining and Energy Union (**the CFMEU**)

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# Deed

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Date ► 17 September 2015

## Recitals

- 1 On 26 February 2013, Boral Resources (Vic) Pty Ltd and Alsafe Premix Concrete Pty Ltd commenced proceedings against the CFMEU by filing a writ and indorsement of claim (**Principal Proceeding**).
- 2 On each of 28 February, 7 March 2013 and 5 April 2013, interlocutory injunctions were made by the Supreme Court, on applications made by the Boral Parties enjoining the CFMEU from engaging in certain conduct.
- 3 On 19 April 2013, the Boral Parties filed an amended writ and statement of claim (**ASOC**). The Boral Parties alleged in the ASOC that:
  - a. On or about 14 February 2013, the CFMEU adopted a ban of Boral concrete;
  - b. Since 14 February 2013, the CFMEU has engaged in the following conduct:
    - (i) demanded that Victorian Construction Principals and Subcontractors refrain from using Boral to supply concrete; and
    - (ii) threatened Victorian Construction Principals and Subcontractors that if they attempt to use Boral to supply concrete, the CFMEU will procure concrete workers (and, since 27 March 2013, any other workers) on Victorian Construction Projects to refuse or fail to work with Boral concrete, or to work otherwise than as they are directed,  
together the **Ban Conduct**.
  - c. As a result of the Ban Conduct:
    - (i) several Victorian Construction Principals and Subcontractors did not place orders for Boral concrete that they would otherwise have placed; and
    - (ii) the Boral Parties have suffered loss.
- 4 On 20 May 2013 the Boral Parties entered interlocutory judgment for damages to be assessed in default of the CFMEU filing and serving a defence. The hearing of that assessment was ultimately listed to be heard in the Supreme Court in August 2015, and set down for a trial of 4 weeks (the **Hearing**).
- 5 On 22 August 2013, the Boral Parties served a summons seeking orders that the CFMEU be punished for contempt, being the contempts alleged in a Statement of Charges also dated 22 August 2013. The hearing of the Statement of Charges is listed to be heard in the Supreme Court in December 2015 (the **Contempt Proceeding**).
- 6 On 14 April 2015, the Boral Parties served Particulars of Loss in the Principal Proceeding. In those Particulars, the Boral Parties alleged they had suffered losses, including losses suffered by Boral Cement, an entity which is not a party to the Assessment Proceeding.
- 7 The parties have filed and served lay and expert evidence and are in dispute in relation to the quantum of damages recoverable by the Boral Parties.
- 8 The Hearing commenced before Justice Bell in the Supreme Court on 24 August 2015. During preliminary arguments, the Boral Parties notified the Defendant and informed the Court that they would at the conclusion of the Hearing seek injunctions of five years duration in the form of the interlocutory injunctions previously made by the Supreme Court (the **Injunction Application**).
- 9 The Hearing occupied ten days.

- 10 On 2 September 2015, the Boral Parties made application by summons to amend their Particulars dated 14 April 2015.
- 11 On 4 September 2015, his Honour Justice Bell:
  - (a) granted the Boral Parties leave to amend the Particulars dated 14 April 2015;
  - (b) ordered that the Hearing be adjourned to a date in late October or November; and
  - (c) ordered that the Boral Parties pay the costs of the CFMEU thrown away by reason of the summons dated 2 September 2015, as assessed pursuant to liberty to apply.
- 12 The CFMEU denies all allegations of fact and law made in the Principal Proceeding, the Injunction Application and the Contempt Proceeding and its entry into this Deed does not constitute an admission of any allegation or fact or law made in either proceeding.
- 13 In light of the progress of the Assessment Proceeding and the Contempt Proceeding to date, the costs of the litigation, the parties have agreed to settle the Principal Proceeding and the Contempt Proceeding, the Plaintiffs' Injunction Application and all matters relating to and arising from the subject matter of the same (the **Released Matters**) on the terms recorded in this Deed.
- 14 The parties have agreed that the terms of this Deed will be provided by the parties to the Attorney General, a party to the Contempt Proceeding.

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## 1 Settlement Payment

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- (a) The CFMEU will pay the Boral Parties and Boral Cement within 28 days of the date of signing of this Deed the amount of \$4,000,000.00 inclusive of GST and interest (the **Settlement Sum**).
- (b) The CFMEU will pay the Boral Parties' costs of and incidental to the Principal Proceeding and the Injunction Application up to close of business on Friday 28 August 2015 as taxed on the standard basis.
- (c) The CFMEU will pay the Boral Parties' costs of and incidental to the Contempt Proceeding up to close of business on 18 September 2015, as taxed on an indemnity basis.
- (d) Payment of any amount required to be paid by the CFMEU under this Deed must be made to the Account called Boral Money Market, BSB: 082-001 Account Number: 478410009 or any other bank account notified by the Boral Parties or their lawyers to the CFMEU's lawyers.
- (e) Time will not be of the essence in respect of the date for payment of the Settlement Sum, but if the Settlement Sum is not paid by the day on which it is payable under this Deed, interest will accrue on a daily basis at the Supreme Court of Victoria Penalty Interest Rate.
- (f) If, at the request of the parties under cl 6(a) of this Deed, the Court orders the CFMEU to pay damages to the Boral Parties, the amount payable under cl 1(a) is reduced by the amount paid under that order.
- (g) If at the request of the parties under cl 6(a) of this Deed, the Court orders the CFMEU to pay the Boral Parties' costs, the amount payable under clause 1(b) and 1(c) is reduced by the amount paid under that order or orders.
- (h) Except as provided by clause 5(d) of this Deed, all existing costs orders made in the Principal Proceeding, the Contempt Proceeding, and all related appellate proceedings, remain enforceable, except to the extent that any of those costs orders are satisfied by payments made by the Defendant of amounts payable under clauses 1(b) and 1(c) of this Deed and / or are satisfied by payments made by the Defendant pursuant to any orders made by the Court at the request of the parties under clause 6(a) of this Deed.

## 2 Injunctions

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The CFMEU consents to injunctions in the terms set out in the Consent Orders which are **Attachment 2**.

## 3 Non-interference with Boral's business

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- (a) Until 18 September 2018, the CFMEU agrees (by itself, its officials, employees, members or otherwise):
  - 1) not to procure, advise, persuade, encourage, incite or counsel – or threaten to procure, advise, persuade, encourage or counsel – any person who is employed or engaged to perform work, at any location in Victoria, that involves, or would normally involve, working with products or services supplied by the Boral Parties or any of the Boral Related Parties, to fail or refuse to perform that work, or to perform it otherwise than in the manner in which it would customarily be performed, other than in circumstances where such action by the CFMEU (by itself, its officials, employees or members) constitutes Protected Action within the meaning of the *Fair Work Act 2009* (Cth); or
  - 2) not to prevent, hinder, interfere with, attempt to prevent, hinder or interfere with, the supply or possible supply of goods or services by Boral Parties or any of the Boral Related Parties at any building or construction site in Victoria other than in circumstances where such action by the CFMEU (by itself, its officials, employees or members) constitutes Protected Action within the meaning of the *Fair Work Act 2009* (Cth).

- (b) If the Boral Parties claim that the CFMEU (by itself, its officials, employees, members or otherwise) has breached clause 3(a) then the Boral Parties may serve a notice of the breach on the CFMEU (**Breach Notice**). The following dispute resolution procedure will then apply:
- 1) **Preliminary Phase:** The CFMEU's Secretary and / or Assistant Secretary will use all reasonable efforts to respond to calls from and communicate with: (i) the Divisional Managing Director of Boral Construction Materials & Cement; (ii) the Executive General Manager (Southern Region) of Boral Construction Materials & Cement; or (iii) the General Manager, Concrete Southern Region of the Boral Parties with a view to resolving the alleged breach such that the Boral Parties can resume work on the relevant site within 24 hours.
  - 2) **Phase 1:** Within 48 hours of the Breach Notice being served, the CFMEU's Secretary or Assistant Secretary may call: (i) the Divisional Managing Director of Boral Construction Materials & Cement; (ii) the Executive General Manager (Southern Region) of Boral Construction Materials & Cement; or (iii) the General Manager, Concrete Southern Region, to discuss the alleged breach and attempt to reach a resolution.
  - 3) **Phase 2:** If, after 72 hours of the Breach Notice being served, the parties remain in dispute regarding the alleged breach, then the Boral Parties may refer the matter to a mediation to be conducted in accordance with the following process:
    - A. the mediator may be any person agreed by the parties (the **Appointed Mediator**);
    - B. if the parties cannot agree on a mediator within 7 days of the Breach Notice being served, then the Boral parties shall have a further 7 days to select a person from the list of Senior Counsel or retired judges in the State of Victoria or New South Wales, in **Attachment 1** and such person shall be deemed to be the Appointed Mediator;
    - C. if the Boral Parties fail to nominate a mediator within the 7 day period in accordance with B above, the CFMEU may appoint a mediator from the list in **Attachment 1** who shall be deemed to be the Appointed Mediator;
    - D. the Appointed Mediator must conduct any mediation within 14 days of their appointment under this clause;
    - E. the Appointed Mediator may conduct the mediation in accordance with their own rules and can make non-binding recommendations to the parties.
  - 4) **Phase 3:** If after 36 days following the service of the Breach Notice (the **Notice Period**) the parties remain in dispute as to whether the CFMEU (whether by itself, its officials, employees, members or otherwise) has breached clause 3(a), or as to the consequences which ought flow from any such alleged breach then, irrespective of whether any mediation has occurred:
    - A. the Boral Parties may by notice in writing served on the CFMEU require that such dispute be resolved by an appointed expert (the **Appointed Expert**);
    - B. the Appointed Expert may be any person agreed by the parties other than the Appointed Mediator;
    - C. if the parties cannot agree on an expert within 7 days of the end of the Notice Period, then the Boral Parties shall have a further 7 days to select a person from the list of Senior Counsel or retired judges in the State of Victoria or New South Wales in Attachment 1 other than the Appointed Mediator, and such person shall be deemed to be the Appointed Expert;
    - D. if the Boral Parties fail to nominate a mediator within the 7 day period in accordance with C above, the CFMEU may appoint an expert from the list in Attachment 1 other than the Appointed Mediator who shall be deemed to be the Appointed Expert;



- E. the Appointed Expert shall determine whether or not the CFMEU (whether by itself, its officials, employees, agents or otherwise) has breached clause 3(a) and the Appointed Expert's determination shall be final and binding;
  - F. the Appointed Expert shall determine the procedure to be followed in reaching their determination and is not obliged to follow the rules of evidence or conduct an oral hearing. The parties agree that:
    - (i) the Appointed Expert is not an arbitrator of the matters in dispute and is deemed not to be acting in an arbitral capacity; and
    - (ii) the determination process set out in this Phase 3 is not an arbitration within the meaning of any statute.
- 5) In the event that the Appointed Expert determines that there has been proven a breach of clause 3(A), and that such breach has caused loss to the Boral Parties, the CFMEU must pay the Boral Parties within 14 days of the date of the Appointed Expert's decision an amount in respect of such breach and loss, the amount to be determined in the discretion of the Appointed Expert, having regard to the seriousness of the breach and any loss caused as a result of it to the Boral Parties, and in any event the parties agree that any amount determined by the Appointed Expert with respect to any breach of clause 3(a) will be no less than \$50,000 and no greater than \$200,000.00.
- 6) In the event that the CFMEU is found proven by the Appointed Expert to have breached clause 3(a) on three or more occasions in any 12 month period from the date of this Deed, the CFMEU is to pay the Boral Parties an additional amount equal to the total amount paid by the CFMEU to the Boral Parties under clause 3(b)(5) in that 12 month period, in consideration for the Boral Parties agreeing to settle their claim for damages in the Assessment Proceeding on the terms set out in this Deed.

## 4 Publication obligations

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- (a) The CFMEU must publish within 7 days of the date of signing of this Deed a copy of a Notice in the form of **Attachment 4** on its website ([www.cfmeuvc.com.au](http://www.cfmeuvc.com.au)) and ensure that it is:
  - 1) displayed on the CFMEU's website for at least 90 days on a stand-alone webpage; and
  - 2) accessible through a prominent one-click link displayed in the top third of the homepage of the CFMEU's website with the following minimum specifications:
    - the words 'IMPORTANT NOTICE TO ORGANISERS AND SHOP STEWARDS' are in 18 point, bold, black, ordinary font on a white background, centred and in a bordered box;
    - the words 'Click here for further information' are in 14 point, black, ordinary font on a white background and centred below the words 'IMPORTANT NOTICE TO ORGANISERS AND SHOP STEWARDS' in the same bordered box; and
    - the Notice is not displayed as a pop-up or pop-under window.
- (b) The CFMEU must, within 7 days of the date of this Deed issue a press release in the form of **Attachment 5**.

## 5 Releases

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- (a) Subject to clauses 5(c) and 5(d), the Boral Parties (other than Boral Windows) and Boral Cement release and discharge the CFMEU and its officials, employees and members from any claim, action, demand, suit, proceeding, charge or contempt charge for damages, debt, restitution, equitable compensation, account, penalty or punishment for contempt that any such party has or may have against the CFMEU or any of its officials, employees or members in relation to the subject matter of each of the Principal Proceeding and the Contempt Proceeding and the Injunction Application and in

relation to the subject matter of each of the Ban Conduct, the Released Matters and any charge for contempt whether presently on foot or not, relating to any events which have occurred prior to 16 September 2015.

- (b) The Boral Parties (other than Boral Windows) agree to use all reasonable endeavours to procure that Boral Windows signs a copy of this Deed and enters into a release in favour of the CFMEU in the same terms as the release in clause 5(a) by 22 September 2015. Failing a copy of the Deed being signed and this release being entered into by Boral Windows by 22 September 2015, the Boral Parties (other than Boral Windows) agree to indemnify the CFMEU in respect of any claim by Boral Windows arising from the Released Matters described in clause 5(a) and in respect of any claim arising from the subject matter of this Deed.
- (c) The CFMEU has the benefit of this Deed for itself and also in trust for each of its officers, employees and agents, any of whom may independently enforce this Deed against the Boral Parties and Boral Cement.
- (d) The CFMEU may rely on this Deed to enforce an agreement provided by the Boral Parties and Boral Cement or as a bar to proceedings.
- (e) The CFMEU agrees not to enforce against the Boral Parties the costs order made in its favour in the Principal Proceeding on 4 September 2015.
- (f) Nothing in this clause prevents any party to this Deed from commencing proceedings to enforce their rights under this Deed or from taking any action required by law and does not release any ongoing obligations specifically provided for or preserved by this Deed.

## 6 Steps in the proceeding

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- (a) By 9:30am on 18 September 2015, the parties must cause their legal representatives to execute and jointly request the Court to make orders by consent in terms of **Attachment 2** and **Attachment 3**.
- (b) The parties must, at their own expense, do anything else reasonably required to be done by them to bring the damages assessment to an end in accordance with this Deed and in accordance with any further requests made by the Supreme Court.

## 7 General

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### 7.1 Binding agreement

- (a) This Deed is intended to be legally binding on the parties.

### 7.2 Governing law and jurisdiction

- (a) This Deed is governed by the law in force in Victoria.
- (b) Except as provided for in clause 3 of this Deed, each party irrevocably submits to the non-exclusive jurisdiction of courts exercising jurisdiction in Victoria (including the Federal Court of Australia) and courts of appeal from them in respect of any proceedings arising out of or in connection with this Deed. Each party 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.

### 7.3 Invalidity and enforceability

- (a) If any provision of this Deed is invalid under the law of any jurisdiction the provision is enforceable in that jurisdiction to the extent that it is not invalid, whether it is in severable terms or not.
- (b) Clause 7.3(a) does not apply where enforcement of the provision of this Deed in accordance with clause 7.3(a) would materially affect the nature or effect of the parties' obligations under this Deed.

### 7.4 Waiver

No party to this Deed may rely on the words or conduct of any other party as a waiver of any right unless the

waiver is in writing and signed by the party granting the waiver.

## 7.5 Variation

A variation of any term of this Deed must be in writing and signed by the parties.

## 7.6 Entire agreement

This Deed states all the express terms agreed by the parties in respect of its subject matter. It supersedes all prior discussions, negotiations, understandings and agreements in respect of its subject matter.

## 7.7 No reliance

No party has relied on any statement by any other party not expressly included in this Deed.

## 7.8 Service

Service upon any of the parties to this Deed of any notices under this Deed or any court process, including, but not limited to originating process, in connection with the settlement of the dispute or the enforcement of this Deed may be effected as follows:

in respect of the Boral Parties, by service upon Herbert Smith Freehills of ANZ Tower, 161 Castlereagh Street, Sydney, NSW 2000; and

in respect of the CFMEU, by service upon Slater and Gordon lawyers of Level 10, 485 La Trobe Street, Melbourne, Victoria 3000.

## 7.9 Definitions

Boral Related Parties includes any 'related body corporate' as defined in s 50 of the *Corporations Act 2001* (Cth) and any joint venture in which Boral Limited or any of its related bodies corporate holds an interest.

# 8 Authority to execute

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Each party who executes this Deed declares that they have full authority to execute it and that they have obtained any necessary consents or approvals.

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# Attachment 1

List of mediators:

1. The Honourable Donald Ryan QC
2. The Honourable Peter Heerey AM QC
3. Paul Santamaria QC
4. Tim North QC
5. Ted Woodward SC
6. Vincent Morfuni SC

## Attachment 2 – Consent orders in the Principal Proceeding

### THE COURT ORDERS BY CONSENT:

- 1 In respect of the Plaintiffs' summons dated 13 October 2013, damages are assessed at \$4,000,000.00 inclusive of GST and interest.
- 2 The injunctions made by the Supreme Court on each of 28 February 2013, 7 March 2013 and 5 April 2013, are discharged.
- 3 For a period of three years from the date of this order, the Defendant (whether by itself, its officers, employees, agents or howsoever otherwise) be restrained from procuring, advising, persuading, encouraging, inciting or counselling—or threatening to so procure, advise, persuade, encourage or counsel—any person who is employed or engaged to perform work, at any location in Victoria, that involves, or would normally involve, working with products or services supplied by the plaintiffs (or any of them), to fail or refuse to perform that work, or to perform it otherwise than in the manner in which it would customarily be performed.
- 4 For a period of three years from the date of this order, the Defendant (whether by itself, its officers, employees, agents or howsoever otherwise) be restrained from preventing, hindering or interfering with, or attempting to prevent, hinder or interfere with, the supply or possible supply of goods or services by the plaintiffs (or any of them) at any building or construction site in Victoria.
- 5 The Defendant pay the Plaintiffs' costs of and incidental to the proceeding incurred up to close of business on 28 August 2015, taxed on the standard basis..

DATE AUTHENTICATED:

# Attachment 3 – Consent orders in the Contempt Proceeding

## THE COURT ORDERS BY CONSENT:

- 1 The First to Sixth Plaintiffs (Boral Parties) be removed as Plaintiffs in the Proceeding.
- 2 The Defendant pay the First to Sixth Plaintiffs' costs of and incidental to the Proceeding up to and including 18 September 2015, taxed on an indemnity basis.

# Attachment 4

## **IMPORTANT NOTICE TO ORGANISERS AND SHOP STEWARDS**

### **No CFMEU ban against Boral and Alsafe**

The CFMEU confirms that there is no ban on Boral or Alsafe products:

- the CFMEU and its organisers and shop stewards are not preventing, hindering, delaying or trying to stop Boral or Alsafe or any of their related entities from supplying concrete or other products and services to construction sites in Victoria;
- construction businesses are free to choose their suppliers, including concrete suppliers;
- the CFMEU will not take action against businesses for acquiring concrete or other products and services from Boral or Alsafe or any of their related entities.

# Attachment 5

## **MEDIA RELEASE - NOTICE TO THE CONSTRUCTION INDUSTRY**

### **No CFMEU ban against Boral and Alsafe**

The CFMEU confirms that there is no ban on Boral or Alsafe products:

- the CFMEU, its organisers and shop stewards are not preventing, hindering, delaying or trying to stop Boral or Alsafe or any of their related entities from supplying concrete or other products and services to construction sites in Victoria;
- construction businesses are free to choose their suppliers, including concrete suppliers; and
- the CFMEU will not take action against businesses for acquiring concrete or other products and services from Boral or Alsafe or any of their related entities.

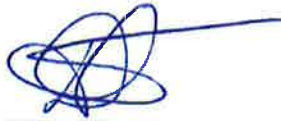


**EXECUTED AS A DEED**

**EXECUTED** for an on behalf of  
**Boral Resources (Vic) Pty Ltd**  
**(ACN 004 620 731)** in accordance with  
Section 127(1) of the *Corporations Act 2001* (Cth) :



Signature of Director



Signature of Director/Secretary

PAUL DALTON

Name of Director (print)

DOMINIC PAUL MILLGATE

Name of Director/Secretary (print)

**EXECUTED** for an on behalf of  
**Alsafe Premix Concrete Pty Ltd**  
**(ACN 003 290 999)** in accordance with  
Section 127(1) of the *Corporations Act 2001* (Cth) :



Signature of Director



Signature of Director/Secretary

MARIOS PASAS

Name of Director (print)

DOMINIC PAUL MILLGATE

Name of Director/Secretary (print)

**EXECUTED** for an on behalf of  
**Boral Bricks Pty Ltd**  
**(ACN 082 448 342)** in accordance with  
Section 127(1) of the *Corporations Act 2001* (Cth):



Signature of Director



Signature of Director/Secretary

MIKE TOWSE

Name of Director (print)

DOMINIC PAUL MILLGATE

Name of Director/Secretary (print)

EXECUTED for an on behalf of  
**Boral Masonry Ltd**  
**(ACN 000 223 718)** in accordance with  
Section 127(1) of the *Corporations Act 2001* (Cth):



Signature of Director

MIKE TOWSE

Name of Director (print)



Signature of ~~Director~~/Secretary

DOMINIC PAUL MILLGATE

Name of ~~Director~~/Secretary (print)

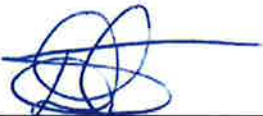
EXECUTED for an on behalf of  
**USG Boral Building Products Pty Ltd**  
**(ACN 004 231 976)**  
**(formerly named Boral Australian Gypsum Ltd)**  
in accordance with Section 127(1) of the *Corporations Act 2001* (Cth):



Signature of Director

MICHAEL PATRICK KANE

Name of Director (print)

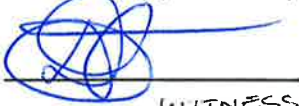


Signature of ~~Director~~/Secretary

DOMINIC PAUL MILLGATE

Name of ~~Director~~/Secretary (print)

EXECUTED for an on behalf of  
**Boral Window Systems Ltd**  
**(ACN 004 069 523)** ~~in accordance with~~  
~~Section 127(1) of the *Corporations Act 2001* (Cth):~~



Signature of ~~Director~~ <sup>WITNESS</sup>

DOMINIC PAUL MILLGATE

Name of ~~Director~~ (print)



Signature of ~~Director/Secretary~~ <sup>AUTHORISED SIGNATORY</sup>


Damien M. Sullivan

Name of ~~Director/Secretary~~ (print)

**EXECUTED** for an on behalf of  
**Boral Cement Ltd**  
**(ACN 008 528 523)** in accordance with  
Section 127(1) of the *Corporations Act 2001* (Cth):



Signature of Director



Signature of Director/Secretary

**MICHAEL PATRICK KANE**

Name of Director (print)

**DOMINIC PAUL MILLGATE**

Name of Director/Secretary (print)

**EXECUTED** for an on behalf of  
**Construction, Forestry, Mining and Energy Union**  
by its duly authorised representative in the presence of:

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Signature of representative

\_\_\_\_\_  
Name of witness (print)

\_\_\_\_\_  
Name of representative (print)

**EXECUTED** for an on behalf of  
**Boral Cement Ltd**  
**(ACN 008 528 523)** in accordance with  
Section 127(1) of the *Corporations Act 2001* (Cth):

\_\_\_\_\_  
Signature of Director

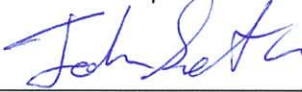
\_\_\_\_\_  
Signature of Director/Secretary

\_\_\_\_\_  
Name of Director (print)

\_\_\_\_\_  
Name of Director/Secretary (print)

**EXECUTED** for an on behalf of  
**Construction, Forestry, Mining and Energy Union**  
by its duly authorised representative in the presence of:

  
\_\_\_\_\_  
Signature of witness

  
\_\_\_\_\_  
Signature of representative

FIONA ROTHVILLE  
Name of witness (print)

John SETKA  
Name of representative (print)