

CSR Limited

Triniti 3 39 Delhi Road
North Ryde NSW 2113
Australia
T +612 9235 8000
F +612 8362 9013
E-mail investorrelations@csr.com.au
www.csr.com.au
ABN 90 000 001 276

Summary of Managing Director's Executive Service Agreement

As advised on 15 December 2010, Mr Rob Sindel will be appointed as CEO and Managing Director of CSR Limited with effect from 1 January 2011.

A summary of Mr Sindel's Executive Service Agreement terms is attached.

29 December 2010

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Summary of the main elements and terms of the Executive Service Agreement

1 Appointment

Mr Sindel is appointed to the position of Managing Director, commencing 1 January 2011 (or such other date as agreed).

2 Term

The agreement is for an indefinite duration terminable as outlined below.

3 Duties

The duties of Mr Sindel are those expected of a Managing Director. He is required to report directly to the Board and perform the duties assigned to him by the Board. Mr Sindel must also comply with CSR Limited's policies and procedures (as amended from time to time).

4 Remuneration

There are three (3) components of Mr Sindel's remuneration. They are:

(a) Fixed Annual Remuneration

Mr Sindel's initial Fixed Annual Remuneration will be \$1,050,000 per annum. The Fixed Annual Remuneration is inclusive of superannuation and will be reviewed annually, commencing 1 April 2012.

(b) Short term incentive

Mr Sindel is entitled to a discretionary short term cash incentive payment as determined by the Board. There will be an opportunity for Mr Sindel to earn up to a maximum of 100% of his Fixed Annual Remuneration in each year for exceptional performance.

(c) Long term incentive

Mr Sindel will be entitled to participate in CSR Limited's Performance Rights Plan. The potential value of any long term incentive award of rights which Mr Sindel may receive in any one year is not less than 100% of Fixed Annual Remuneration. Payment of long term incentives is subject to performance and vesting criteria set by the Board, annual Board approval, any required approval by the Company's shareholders and any necessary regulatory consent.

5 Termination

Mr Sindel may resign at any time by giving 6 months' notice. CSR Limited may terminate Mr Sindel's employment by giving 12 months' notice.

If Mr Sindel resigns from his employment, he will remain entitled to a short term incentive, however he will forfeit a pro-rata amount of it based on the period he did not work during the performance period and he will forfeit any unvested shares or other benefits unless the Board determines otherwise.

If CSR Limited terminates Mr Sindel's employment, he will remain entitled to a short term incentive, however he will forfeit a pro-rata amount of it based on the period he did not work during the performance period and his long term incentive will be dealt with in accordance with the Performance Rights Plan rules and applicable Board policy.

There are provisions for immediate termination for cause and termination as a result of death.

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6 Post employment restraints

If Mr Sindel resigns or his employment is terminated for cause, he is restrained for up to 12 months after termination from competing with CSR Limited and soliciting customers, employees, directors and managers of CSR Limited.

7 Other provisions

The agreement contains other general provisions including provisions regarding confidential information, intellectual property and moral rights.