UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-K

ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the fiscal year ended December 31, 2005

Commission file number 000-26025

U.S. CONCRETE, INC.
(Exact name of registrant as specified in its charter)

Delaware	**76-0586680**
(State or other jurisdiction of Incorporation or organization)	*(I.R.S. Employer Identification Number)*

2925 Briarpark, Suite 1050, Houston, Texas 77042
(Address of principal executive offices) (Zip code)

Registrant's telephone number, including area code: (713) 499-6200

Securities registered pursuant to Section 12(b) of the Act: None
Securities registered pursuant to Section 12(g) of the Act:

Common Stock, par value $.001	**Nasdaq National Market**
(Title of class)	*(Name of exchange on which registered)*

Rights to Purchase Series A Junior
Participating Preferred Stock
(Title of class)

Securities registered pursuant to Section 12(g) of the Act: None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act.

Yes ☐ No ☒

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act.

Yes ☐ No ☒

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days

Yes ☒ No ☐

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K is not contained herein, and will not be contained, to the best of the registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K. ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, or a non-accelerated filer. See definition of "accelerated filer and large accelerated filer" in Rule 12b-2 of the Exchange Act.

Large accelerated filer ☐ Accelerated filer ☒ Non-accelerated filer ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Act.)

Yes ☐ No ☒

Aggregate market value of the voting stock held by nonaffiliates of the registrant computed by reference to the last reported sale price of $6.47 of the registrant's common stock on the Nasdaq National Market as of June 30, 2005, the last business day of the registrant's most recently completed second quarter: $150,843,456

There were 38,244,766 shares of common stock, par value $.001 per share, of the registrant outstanding as of March 10, 2006.

DOCUMENTS INCORPORATED BY REFERENCE

Portions of the Proxy Statement related to the registrant's 2006 Annual Meeting of Stockholders are incorporated by reference into Part III of this report.

U.S. CONCRETE, INC.

FORM 10-K
For the Year Ended December 31, 2005

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Cautionary Statement Concerning Forward-Looking Statements

From time to time, our management or persons acting on our behalf make forward-looking statements to inform existing and potential security holders about our company. These statements may include projections and estimates concerning our business strategies, revenues, income, cash flows and capital requirements. Forward-looking statements generally use words such as "estimate," "project," "predict," "believe," "expect," "anticipate," "plan," "forecast," "budget," "goal" or other words that convey the uncertainty of future events or outcomes. In addition, sometimes we will specifically describe a statement as being a forward-looking statement and refer to this cautionary statement.

Various statements this report contains, including those that express a belief, expectation or intention and those that are not statements of historical fact, are forward-looking statements under the Private Securities Litigation Reform Act of 1995. Those forward-looking statements appear in Item 1 —"Business," Item 2—"Properties," Item 3—"Legal Proceedings," Item 7—"Management's Discussion and Analysis of Financial Condition and Results of Operations," Item 7A—"Quantitative and Qualitative Disclosures About Market Risk," Item 9A—"Controls and Procedures" and elsewhere in this report, including in the notes to our Consolidated Financial Statements in Item 8 of this report. Those forward-looking statements speak only as of the date of this report. We disclaim any obligation to update those statements, and we caution you not to rely unduly on them. We have based those forward-looking statements on our current expectations and assumptions about future events, which may prove to be inaccurate. While our management considers those expectations and assumptions to be reasonable, they are inherently subject to significant business, economic, competitive, regulatory and other risks, contingencies and uncertainties, most of which are difficult to predict and many of which are beyond our control. Therefore, actual results may differ materially and adversely from those expressed in any forward-looking statements. Factors that might cause or contribute to such differences include, but are not limited to, those we discuss in this report under the section entitled "Risk Factors" in Item 1A and the section entitled "Risks and Uncertainties" in Item 7—"Management's Discussion and Analysis of Financial Condition and Results of Operations," and in other reports we file with the Securities and Exchange Commission (the "SEC"). The factors we discuss in this report are not necessarily all the important factors that could affect us. Unpredictable or unknown factors we have not discussed in this report also could have material adverse effects on actual results of matters that are the subject of our forward-looking statements. We do not intend to update our description of important factors each time a potential important factor arises. We advise our existing and potential security holders that they should (1) be aware that important factors to which we do not refer in this report could affect the accuracy of our forward-looking statements and (2) use caution and common sense when considering our forward-looking statements.

PART I

Item 1. *Business*

General

We are a major producer of ready-mixed concrete and concrete-related products in select markets in the United States. We are a leading ready-mixed concrete producer in substantially all the markets in which we have ready-mixed concrete operations. Ready-mixed concrete is an important building material that is used in the vast majority of commercial, residential and public works construction projects.

We operate principally in California, New Jersey, Michigan and Texas, with those states representing 43%, 18%, 10% and 10%, respectively, of our net sales for the year ended December 31, 2005. According to publicly available industry information, those states represented an aggregate of 28.1% of the U.S. consumption of ready-mixed concrete in 2005 (California, 12.4%, New Jersey, 1.6%, Michigan, 2.4% and Texas, 11.7%). We believe the geographic scope of our operations enables us to achieve cost savings through consolidated purchasing, to reduce our administrative costs and to moderate the impact of regional economic cycles and weather conditions. Our consolidated revenues for the year ended December 31, 2005 were $575.7 million, of which we derived approximately 79% from the sale of ready-mixed concrete and 21% from the sale of other concrete and concrete-related products and aggregates. For information on our consolidated revenues and income from operations for the years ended December 31, 2005, 2004 and 2003 and our consolidated total assets as of December 31, 2005 and 2004, see our Consolidated Financial Statements included in this report.

As of March 10, 2006, we had 100 fixed and seven portable ready-mixed concrete plants, eight precast concrete plants, three concrete block plants and two aggregates quarries. During 2005, these facilities produced approximately 6.2 million cubic yards of ready-mixed concrete, 4.8 million eight-inch equivalent block units and 1.6 million tons of aggregates.

Our operations consist principally of formulating, preparing and delivering ready-mixed concrete to the job sites of our customers. We also provide services intended to reduce our customers' overall construction costs by lowering the installed, or "in-place," cost of concrete. These services include the formulation of mixtures for specific design uses, on-site and lab-based product quality control and customized delivery programs to meet our customers' needs. Our marketing efforts primarily target general contractors, developers and home builders whose focus extends beyond the price of ready-mixed concrete to product quality, product consistency and reduction of in-place concrete costs.

In addition, we manufacture and deliver various precast and concrete masonry products for the construction industry. These businesses are complementary to our ready-mixed concrete operations and provide us opportunities to cross-sell various products in markets in which we sell both ready-mixed concrete and other concrete products.

U.S. Concrete, Inc. is a Delaware corporation which was incorporated in 1997. We began operations in 1999 on completion of our initial public offering. In this report, we refer to U.S. Concrete, Inc. and its subsidiaries as "we," "us" or "U.S. Concrete" unless we specifically state otherwise or the context indicates otherwise.

Industry Overview

General

Ready-mixed concrete is a highly versatile construction material that results from combining coarse and fine aggregates, such as gravel, crushed stone and sand, with water, various admixtures and cement. Ready-mixed concrete can be manufactured in thousands of variations, which in each instance may reflect a specific design use. Manufacturers of ready-mixed concrete generally maintain only a few days' inventory of raw materials and must coordinate their daily materials purchases with the time-sensitive delivery requirements of their customers.

The quality of ready-mixed concrete is time-sensitive, as it becomes difficult to place within 90 minutes after mixing. Many ready-mixed concrete specifications do not allow for its placement beyond that time. Consequently, the market for a permanently installed ready-mixed concrete plant generally is limited to an area within a 25-mile radius of its location. Concrete manufacturers produce ready-mixed concrete in batches at their plants and use mixer and other trucks to distribute and place it at the job sites of their customers. These manufacturers generally do not provide paving or other finishing services, which construction contractors or subcontractors typically perform.

Concrete manufacturers generally obtain contracts through local sales and marketing efforts they direct at general contractors, developers and home builders. As a result, local relationships are very important.

Based on information from the National Ready-Mixed Concrete Association, we estimate that, in addition to vertically integrated manufacturers of cements and aggregates, over 2,300 independent ready-mixed concrete producers currently operate approximately 6,000 plants in the United States. Larger markets generally have numerous producers competing for business on the basis of price, timing of delivery and reputation for quality and service.

Annual usage of ready-mixed concrete in the United States remains near record levels. According to information available from the National Ready-Mixed Concrete Association and F.W. Dodge, total sales from the production and delivery of ready-mixed concrete in the United States over the past three years were as follows (in millions):

2005	$ 33,219
2004	$ 29,109
2003	$ 26,938

As an important material for construction and repair, ready-mixed concrete historically benefited from relatively stable demand and pricing but has experienced significant price increases over the past 18 months, driven largely by strong construction activity and increases in cement prices.

According to recently published F.W. Dodge data, the four major segments of the construction industry accounted for the following approximate percentages of the total volume of ready-mixed concrete produced in the United States in 2005:

Residential construction	34%
Commercial and industrial construction	19%
Street and highway construction and paving	18%
Other public works and infrastructure construction	29%

Historically, barriers to the start-up of a new ready-mixed concrete manufacturing operation were low. During the past several years, public concerns about dust, process water runoff, noise and heavy mixer and other truck traffic associated with the operation of ready-mixed concrete plants and their general appearance have made obtaining the permits and licenses required for new plants more difficult. Delays in the regulatory process, coupled with the substantial capital investment that start-up operations entail, have raised the barriers to entry for those operations.

For a discussion of the seasonality of the ready-mixed concrete industry generally, see “Risk Factors – Our operating results may vary significantly from reporting period to reporting period and may be adversely affected by the seasonal and cyclical nature of the markets we serve” and “Management’s Discussion and Analysis of Financial Condition and Results of Operations – Overview” in Item 7 of this report.

Significant Factors Impacting the Market for Ready-Mixed Concrete

On the basis of available industry information, we believe that ready-mixed concrete revenue as a percentage of total construction expenditures in the United States has increased over the last five years. In addition to favorable trends in the overall economy of the United States, we believe three significant factors have been expanding the market for ready-mixed concrete in particular:

- the increased level of industry-wide promotional and marketing activities;
- the development of new and innovative uses for ready-mixed concrete; and
- the enactment of federal highway funding legislation.

Industry-wide Promotional and Marketing Activities. We believe industry participants have only since the 1990s focused on and benefited from promotional activities to increase the industry’s share of street and highway construction, commercial and industrial construction and residential construction expenditures. Many of these promotional efforts resulted from an industry-wide initiative called RMC 2000, a program established in 1993 under the leadership of our chief executive officer, Eugene P. Martineau. The National Ready-Mixed Concrete Association, the industry’s largest trade organization, has adopted this program. The program’s principal goals have been to (1) promote ready-mixed concrete as a building and paving material, (2) improve the overall image of the ready-mixed concrete industry and (3) improve financial returns for producers of ready-mixed concrete. We believe RMC 2000 has been a catalyst for increased investment in the promotion of concrete.

Development of Concrete Products. Concrete has many attributes that make it a highly versatile construction material. In recent years, industry participants have developed various uses for concrete products, including:

- concrete housing;
- precast modular paving stones;
- pre-stressed concrete railroad ties to replace wood ties;
- flowable fill for backfill applications;
- continuous-slab rail-support systems for rapid transit and heavy-traffic rail lines; and
- concrete bridges, tunnels and other structures for rapid transit systems.

Other examples of successful innovations that have opened new markets for concrete include:

- overlaying asphalt pavement with concrete, or “white topping”;
- highway median barriers;
- highway sound barriers;
- paved shoulders to replace less permanent and increasingly costly asphalt shoulders;
- pervious concrete parking lots providing a long-lasting and aesthetically pleasing urban environment; and
- colored pavements to mark entrance and exit ramps and lanes of expressways.

Federal Highway Funding Legislation. In August 2005, President Bush signed a six-year, $244.1 billion transportation reauthorization act known as the Safe, Accountable, Flexible and Efficient Transportation Equity Act: A Legacy for Users. The new law funds, among other things, federal bridge and highway construction programs. While we do not expect this new law to affect our revenues materially in 2006, we believe that the new law may lead to market opportunities for our products and a strong base for the public works construction segment for the future.

Our Business Strategy

Our objectives are to become the leading provider of ready-mixed concrete and related concrete products in each of our markets, to further expand the geographic scope of our business and, on a select basis, to integrate our operations vertically through acquisitions of aggregates supply sources that support our ready-mixed concrete operations. We plan to achieve this objective by continuing to implement our business strategy, which includes the primary elements we discuss below.

Pursuing Disciplined Growth Through Acquisitions

The U.S. ready-mixed concrete industry, with over 2,300 small, independent producers, is a fragmented but increasingly consolidating industry. We believe these industry characteristics present growth opportunities for a company with a focused acquisition program and access to capital.

Our acquisition program targets opportunities for expanding in our existing markets and entering new geographic markets in the U.S. We typically pursue acquisitions that we believe represent attractive opportunities to strengthen local management teams, implement cost-saving initiatives, achieve market-leading positions and establish best practices. We adhere to a disciplined pricing methodology when acquiring businesses. Based on our methodology for valuing, acquiring and integrating target businesses, we expect our future acquisitions to be accretive to our earnings per share after a reasonable period of integration. We cannot provide any assurance, however, as to the impact of any future acquisition we may complete on our future earnings per share.

Expanding in Existing Markets. We seek to further penetrate our markets by acquiring other well-established companies in those markets. We have completed follow-on acquisitions in substantially all of our ready-mixed concrete markets. By expanding in existing markets through acquisitions, we strive to:

- eliminate duplicate staff and facilities and reduce material and operating costs and other selling, general and administrative expenses;
- increase customer cross-selling opportunities; and
- improve utilization and range of mixer trucks through access to additional plants.

Entering New Geographic Markets. We seek to enter new geographic markets that demonstrate prospects for growth. In any new market we enter, we will target for acquisition one or more leading local or regional companies that can serve as platform businesses into which we can consolidate other operations. We generally expect these platform acquisition candidates to have historically successful operating results, established customer relationships and superior operational management personnel whom we will be able to retain.

We believe there are numerous potential acquisition candidates in our existing markets and in new markets. Although we have no binding agreement to effect any acquisition, we have experienced increases in inquiries and similar communications with brokers and other representatives of potential acquisition candidates over the past year, and we are currently evaluating several potential acquisitions. We are currently a party to several nonbinding letters of intent relating to potential acquisitions of ready-mixed concrete and related businesses. We expect the economic and other industry conditions supporting recent consolidation activity within the industry will continue into the foreseeable future.

Improving Marketing and Sales Initiatives

Our marketing strategy emphasizes the sale of value-added products to customers more focused on reducing their in-place building material costs than on the price per cubic yard of the ready-mixed concrete they purchase. Key elements of our customer-focused approach include:

- corporate-level marketing and sales expertise;
- technical service expertise to develop innovative new branded products; and
- training programs that emphasize successful marketing and sales techniques that focus on the sale of high-margin concrete mix designs.

We have also formed strategic alliances with several national companies to provide alternative solutions for designers and contractors by using value-added concrete products. Through these alliances, we offer color-conditioned, fiber-reinforced and high-performance concretes and utilize software technology that can be used to design buildings constructed of reinforced concrete.

Promoting Operational Excellence and Achieving Cost Efficiencies

We strive to be an operationally excellent organization by:

- implementing and enhancing standard operating procedures;
- standardizing plants and equipment;
- investing in software and communications technology;
- implementing company-wide quality-control initiatives;
- providing technical expertise to optimize mix designs; and
- developing strategic alliances with key suppliers of goods and services for new product development.

We also strive to increase operating efficiencies. We believe that, if we continue to increase in size on both a local and national level, we should continue to experience future productivity and cost improvements in such areas as:

- materials, through procurement and optimized mix designs;
- purchases of mixer trucks and other equipment, supplies, spare parts and tools;
- vehicle and equipment maintenance; and
- insurance and other risk management programs.

Products and Services

Ready-Mixed Concrete. Our ready-mixed concrete products consist of proportioned mixes we prepare and deliver in an unhardened plastic state for placement and shaping into designed forms. Selecting the optimum mix for a job entails determining not only the ingredients that will produce the desired permeability, strength, appearance and other properties of the concrete after it has hardened and cured, but also the ingredients necessary to achieve a workable consistency considering the weather and other conditions at the job site. We believe we can achieve product differentiation for the mixes we offer because of the variety of mixes we can produce, our volume production capacity and our scheduling, delivery and placement reliability. We also believe we distinguish ourselves with our value-added service approach that emphasizes reducing our customers' overall construction costs by reducing the in-place cost of concrete and the time required for construction.

From a contractor's perspective, the in-place cost of concrete includes both the amount paid to the ready-mixed concrete manufacturer and the internal costs associated with the labor and equipment the contractor provides. A contractor's unit cost of concrete is often only a small component of the total in-place cost that takes into account all the labor and equipment costs required to build the forms for the ready-mixed concrete and place and finish the ready-mixed concrete, including the cost of additional labor and time lost as a result of substandard products or delivery delays not covered by warranty or insurance. By carefully designing proper mixes and using advances in mixing technology, we can assist our customers in reducing the amount of reinforcing steel, time and labor they will require in various applications.

We provide a variety of services in connection with our sale of ready-mixed concrete that can help reduce our customers' in-place cost of concrete. These services include:

- production of formulations and alternative product recommendations that reduce labor and materials costs;
- quality control, through automated production and laboratory testing, that ensures consistent results and minimizes the need to correct completed work; and
- automated scheduling and tracking systems that ensure timely delivery and reduce the downtime incurred by the customer's placing and finishing crews.

We produce ready-mixed concrete by combining the desired type of cement, sand, gravel and crushed stone with water and, typically, one or more admixtures. These admixtures, such as chemicals, minerals and fibers, determine the usefulness of the product for particular applications.

We use a variety of chemical admixtures to achieve one or more of five basic purposes:

- to relieve internal pressure and increase resistance to cracking in subfreezing weather;
- to retard the hardening process to make concrete more workable in hot weather;
- to strengthen concrete by reducing its water content;
- to accelerate the hardening process and reduce the time required for curing; and
- to facilitate the placement of concrete having low water content.

We frequently use various mineral admixtures as supplementary cementing materials to alter the permeability, strength and other properties of concrete. These materials include fly ash, ground granulated blast-furnace slag and silica fume.

We also use fibers, such as steel, glass and synthetic and carbon filaments, as additives in various formulations of concrete. Fibers help to control shrinkage cracking, thus reducing permeability and improving abrasion resistance. In many applications, fibers replace welded steel wire and reinforcing bars. Relative to the other components of ready-mixed concrete, these additives generate comparatively high margins.

Precast Concrete. We produce precast concrete products at eight plants in three states, including six in California. Our precast concrete products consist of concrete we produce and then pour into molds at our plant sites. These operations produce a wide variety of specialized finished products, including specialty-engineered structures, custom signage, manholes, catch basins, highway barriers and curb inlets. After the concrete sets, we strip the molds from the products and ship the finished product to our customers. Because these products are not perishable, precast concrete plants can serve a much larger market than ready-mixed concrete plants. Our precast operations in northern California and Delaware are located near our ready-mixed concrete operations.

Building Materials. Our building materials operations supply various resale materials, products and tools contractors use in the concrete construction industry. These materials include rebar, wire mesh, color additives, curing compounds, grouts, wooden forms and numerous other items. Our building materials operations are located near several of our ready-mixed concrete operations in northern California, central New Jersey, Michigan and Delaware.

Aggregates. We produce crushed stone aggregates from our granite quarry in northern New Jersey. We sell these aggregates for use in commercial, residential and public works projects primarily in that area and in Orange County, New York. We acquired the quarry in January 2002 principally to expand our market presence in northern New Jersey and to provide crushed stone aggregates to third-party customers as well as to our existing ready-mixed concrete operations in that market. Production during 2005 was approximately 0.9 million tons, and we estimate the quarry has approximately 33 million tons of remaining reserves, assuming a 20% loss factor for unusable material. In addition, in connection with our December 2005 acquisition of substantially all the operating assets of Go-Crete and South Loop Development Corporation, we acquired a sand and gravel quarry in the Dallas/Fort Worth, Texas area. The aggregate quarry is situated on 2,100 acres and is estimated to have approximately 10 million tons of remaining aggregate reserves. These aggregate reserves provide us with additional raw materials sourcing flexibility and supply availability.

Concrete Masonry. We manufacture various shapes and sizes of concrete masonry, commonly known as concrete block, for use in various applications. We produced approximately 4.8 million units of concrete masonry during 2005 at our plants in Michigan, Delaware and New Jersey. All our concrete masonry plants are located near our ready-mixed operations and provide us cross-selling opportunities in those markets.

Operations

Our ready-mixed concrete plants consist of fixed and portable facilities that produce ready-mixed concrete in wet or dry batches. Our fixed-plant facilities produce ready-mixed concrete that we transport to job sites by mixer trucks. Our portable plant operations deploy our seven portable plant facilities to produce ready-mixed concrete at the job site that we direct into place using a series of conveyor belts or a mixer truck. We use our portable plants to service high-volume projects or projects in remote locations. Several factors govern the choice of plant type, including:

- production consistency requirements;
- daily production capacity requirements; and
- job-site proximity to fixed plants.

Generally, we will construct wet batch plants to serve markets that we expect will have consistently high demand as opposed to dry batch plants that will serve markets that we expect will have a less consistent demand. A wet batch plant generally has a higher initial cost and daily operating expense but yields greater consistency with less time required for quality control in the concrete produced and generally has greater daily production capacity than a dry batch plant. We believe that construction of a wet batch plant having an hourly capacity of 250 cubic yards currently would cost approximately $1.5 million, while a dry batch plant having the same capacity currently would cost approximately $0.7 million. As of March 10, 2006, our fixed batch plants included 21 wet batch plants and 79 dry batch plants. Of our seven portable plants, six are dry batch plants and one is a wet batch plant.

The batch operator in a dry batch plant simultaneously loads the dry components of stone, sand and cement with water and admixtures in a mixer truck that begins the mixing process during loading and completes that process while driving to the job site. In a wet batch plant, the batch operator blends the dry components and water in a plant mixer from which the operator loads the already mixed concrete into the mixer truck, which leaves for the job site promptly after loading.

Any future decisions we make regarding the construction of additional plants will be impacted by market factors, including:

- the expected production demand for the plant;
- the expected types of projects the plant will service; and
- the desired location of the plant.

Mixer trucks slowly rotate their loads en route to job sites in order to maintain product consistency. A mixer truck typically has a load capacity of 10 cubic yards, or approximately 20 tons, and an estimated useful life of 12 years. A new truck of this size currently costs approximately $160,000. Depending on the type of batch plant from which the mixer trucks generally are loaded, some components of the mixer trucks usually require refurbishment after three to five years. As of March 10, 2006, we operated a fleet of approximately 1,120 mixer trucks, which had an average age of approximately 7.6 years.

In our ready-mixed concrete operations, we emphasize quality control, pre-job planning, customer service and coordination of supplies and delivery. We often obtain purchase orders for ready-mixed concrete months in advance of actual delivery. A typical order contains specifications the contractor requires the concrete to meet. After receiving the specifications for a particular job, we use computer modeling, industry information and information from previous similar jobs to formulate a variety of mixtures of cement, aggregates, water and admixtures which meet or exceed the contractor's specifications. We perform testing to determine which mix design is most appropriate to meet the required specifications. The test results enable us to select the mixture that has the lowest cost and meets or exceeds the job specifications. The testing center creates and maintains a project file that details the mixture we will use when we produce the concrete for the job. For quality control purposes, the testing center also is responsible for maintaining batch samples of concrete we have delivered to a job site.

We use computer modeling to prepare bids for particular jobs based on the size of the job, location, desired margin, cost of raw materials and the design mixture identified in our testing process. If the job is large enough and has a projected duration beyond the supply arrangement in place at that time, we obtain quotes from our suppliers as to the cost of raw materials we use in preparing the bid. Once we obtain a quotation from our suppliers, the price of the raw materials for the specified job is informally established. Several months may elapse from the time a contractor has accepted our bid until actual delivery of the ready-mixed concrete begins. During this time, we maintain regular communication with the contractor concerning the status of the job and any changes in the job's specifications in order to coordinate the multisourced purchases of cement and other materials we will need to fill the job order and meet the contractor's delivery requirements. We confirm that our customers are ready to take delivery of manufactured product throughout the placement process. On any given day, a particular plant may have production orders for dozens of customers at various locations throughout its area of operation. To fill an order:

- the customer service office coordinates the timing and delivery of the concrete to the job site;
- a load operator supervises and coordinates the receipt of the necessary raw materials and operates the hopper that dispenses those materials into the appropriate storage bins;
- a batch operator, using a computerized batch panel, prepares the specified mixture from the order and oversees the loading of the mixer truck with either dry ingredients and water in a dry batch plant or the premixed concrete in a wet batch plant; and
- the driver of the mixer truck delivers the load to the job site, discharges the load and, after washing the truck, departs at the direction of the dispatch office.

The central dispatch system tracks the status of each mixer truck as to whether a particular truck is:

- loading concrete;
- en route to a particular job site;
- on the job site;
- discharging concrete;
- being washed; or
- en route to a particular plant.

The system is updated continuously via signals received from the individual truck operators as to their status. In this manner, the dispatcher can determine the optimal routing and timing of subsequent deliveries by each mixer truck and monitor the performance of each driver.

A plant manager oversees the operation of each plant. Our operational employees also include:

- maintenance personnel who perform routine maintenance work throughout our plants;
- mechanics who perform substantially all the maintenance and repair work on our rolling stock;
- testing center staff who prepare mixtures for particular job specifications and maintain quality control;
- various clerical personnel who perform administrative tasks; and
- sales personnel who are responsible for identifying potential customers and maintaining existing customer relationships.

We generally operate each of our plants on an extended single shift, with some overtime operation during the year. On occasion, however, we may have projects that require deliveries around the clock.

Cement and Other Raw Materials

We obtain most of the materials necessary to manufacture ready-mixed concrete on a daily basis. These materials include cement, which is a manufactured product, stone, gravel and sand. Each plant typically maintains an inventory level of these materials sufficient to satisfy its operating needs for a few days. Cement represents the highest cost material used in manufacturing a cubic yard of ready-mixed concrete, while the combined cost of the stone, gravel and sand used is slightly less than the cement cost. In each of our markets, we purchase each of these materials from several suppliers.

During the last three quarters of 2004, supplies of cement were tight in some of our markets as a result of increased demand for cement, lower inventories of cement, downtime at certain cement plants and insufficient availability to increase imports of cement. This shortage curtailed some sales of our ready-mixed concrete, and cement prices increased, which adversely affected our gross margins. During the first quarter of 2005, cement shortages temporarily abated, although tightness of supply brought about by strong domestic consumption and insufficient availability of imported cement resulted in a continuation of the cement price increases experienced in the prior year. During the remainder of 2005, these conditions persisted and we experienced further increases in cement prices in the majority of our markets. In the second quarter of 2005, we experienced cement shortages in our north Texas market that had a negative impact on our operating results through both decreased sales and higher cost of raw materials. Because of expected continued strong domestic consumption and insufficient availability of cement in certain markets, we could experience continued shortages in future periods, which could adversely affect our operating results, through both decreased sales and higher cost of raw materials.

Marketing and Sales

General contractors typically select their suppliers of ready-mixed concrete. In large, complex projects, an engineering firm or division within a state transportation or public works department may influence the purchasing decision, particularly if the concrete has complicated design specifications. In those projects and in government-funded projects generally, the general contractor or project engineer usually awards supply orders on the basis of either direct negotiation or competitive bidding. We believe the purchasing decision for many jobs ultimately is relationship-based. Our marketing efforts target general contractors, developers, design engineers, architects and homebuilders whose focus extends beyond the price of ready-mixed concrete to product quality and consistency and reducing the in-place cost of concrete.

Customers

Of our 2005 sales, we made approximately 42% to commercial and industrial construction contractors, 46% to residential construction contractors, 3% to street and highway construction contractors and 9% to other public works and infrastructure contractors. In 2005, no single customer or project accounted for more than 3% of our total sales.

We rely heavily on repeat customers. Our management and sales personnel are responsible for developing and maintaining successful long-term relationships with key customers.

Competition

The ready-mixed concrete industry is highly competitive. Our competitive position in a market depends largely on the location and operating costs of our ready-mixed concrete plants and prevailing prices in that market. Price is the primary competitive factor among suppliers for small or simple jobs, principally in residential construction, while timeliness of delivery and consistency of quality and service along with price are the principal competitive factors among suppliers for large or complex jobs. Our competitors range from small, owner-operated private companies to subsidiaries or operating units of large, vertically integrated manufacturers of cement and aggregates. Our vertically integrated competitors generally have greater manufacturing, financial and marketing resources than we have, providing them with a competitive advantage. Competitors having lower operating costs than we do or having the financial resources to enable them to accept lower margins than we do will have a competitive advantage over us for jobs that are particularly price-sensitive. Competitors having greater financial resources also may have competitive advantages over us. See "Risk Factors – We may lose business to competitors who underbid us and we may be otherwise unable to compete favorably in our highly competitive industry."

Employees

As of March 1, 2006, we had approximately 511 salaried employees, including executive officers and management, sales, technical, administrative and clerical personnel, and approximately 1,834 hourly personnel. The number of employees fluctuates depending on the number and size of projects ongoing at any particular time, which may be impacted by variations in weather conditions throughout the year.

As of March 1, 2006, approximately 878 of our employees were represented by labor unions having collective bargaining agreements with us. Generally, these agreements have multi-year terms and expire on a staggered basis between 2006 and 2010. Under these agreements, we pay specified wages to covered employees and make payments to multi-employer pension plans and employee benefit trusts rather than administering the funds on behalf of these employees.

Other than a two-day strike at certain operations within our Atlantic Region in 2004, we have not experienced any strikes or significant work stoppages in the past five years. We believe our relationships with our employees and union representatives are satisfactory.

Training and Safety

Our future success will depend, in part, on the extent to which we can attract, retain and motivate qualified employees. We believe that our ability to do so will depend on the quality of our recruiting, training, compensation and benefits, the opportunities we afford for advancement and our safety record. We support and fund continuing education and training programs for our employees. We intend to continue and expand these programs. We require all field employees to attend periodic safety training meetings and all drivers and other delivery personnel to participate in training seminars. We employ a national safety director whose responsibilities include managing and executing a unified, company-wide safety program.

Governmental Regulation and Environmental Matters

A wide range of federal, state and local laws, ordinances and regulations apply to our operations, including the following matters:

- land usage;
- street and highway usage;
- noise levels; and
- health, safety and environmental matters.

In many instances, we are required to have various certificates, permits or licenses to conduct our business. Our failure to maintain these required authorizations or to comply with applicable laws or other governmental requirements could result in substantial fines or possible revocation of our authority to conduct some of our operations. Delays in obtaining approvals for the transfer or grant of authorizations, or failures to obtain new authorizations, could impede acquisition efforts.

Environmental laws that impact our operations include those relating to air quality, solid waste management and water quality. These laws are complex and subject to frequent change. They impose strict liability in some cases without regard to negligence or fault. Sanctions for noncompliance may include revocation of permits, corrective action orders, administrative or civil penalties and criminal prosecution. Some environmental laws provide for joint and several strict liability for remediation of spills and releases of hazardous substances. In addition, businesses may be subject to claims alleging personal injury or property damage as a result of alleged exposure to hazardous substances, as well as damage to natural resources. These laws also may expose us to liability for the conduct of or conditions caused by others, or for acts that complied with all applicable laws when performed.

We have conducted Phase I investigations to assess environmental conditions on substantially all the real properties we own or lease and have engaged independent environmental consulting firms to complete those assessments. We have not identified any environmental concerns associated with those properties that we believe are likely to have a material adverse effect on our business, financial position, results of operations or cash flows, but we can provide no assurance material liabilities will not occur. In addition, we can provide no assurance our compliance with amended, new or more stringent laws, stricter interpretations of existing laws or the future discovery of environmental conditions will not require additional, material expenditures. OSHA regulations establish requirements our training programs must meet.

We have all material permits and licenses we need to conduct our operations and are in substantial compliance with applicable regulatory requirements relating to our operations. Our capital expenditures relating to environmental matters were not material in 2005. We currently do not anticipate any material adverse effect on our business, financial condition, results of operations or cash flows as a result of our future compliance with existing environmental laws controlling the discharge of materials into the environment.

Product Warranties

Our operations involve providing ready-mixed and other concrete formulations that must meet building code or other regulatory requirements and contractual specifications for durability, stress-level capacity, weight-bearing capacity and other characteristics. If we fail or are unable to provide product, meeting these requirements and specifications, material claims may arise against us and our reputation could be damaged. In the past, we have had significant claims of this kind asserted against us that we have resolved. There currently are, and we expect that in the future there will be, additional claims of this kind asserted against us. If a significant product-related claim is resolved against us in the future, that resolution may have a material adverse effect on our business, financial condition, results of operations and cash flows.

Insurance

Our employees perform a significant portion of their work moving and storing large quantities of heavy raw materials, driving large mixer trucks in heavy traffic conditions and delivering concrete at construction sites or in other areas that may be hazardous. These operating hazards can cause personal injury and loss of life, damage to or destruction of properties and equipment and environmental damage. We maintain insurance coverage in amounts and against the risks we believe accord with industry practice, but this insurance may not be adequate to cover all losses or liabilities we may incur in our operations, and we may be unable to maintain insurance of the types or at levels we deem necessary or adequate or at rates we consider reasonable. For additional discussion of our insurance programs, see Note 13 to our Consolidated Financial Statements included in this report.

Item 1A. Risk Factors

Set forth below and under "Management's Discussion and Analysis of Financial Condition and Results of Operations—Risks and Uncertainties" in Item 7 of Part I of this report are various risks and uncertainties that could adversely impact our business, financial condition, results of operations and cash flows.

There are risks related to our internal growth and operating strategy.

Our ability to generate internal growth will be affected by, among other factors, our ability to:

- attract new customers;
- differentiate ourselves in a competitive market by emphasizing new product development and value-added sales and marketing;
- hire and retain employees; and
- reduce operating and overhead expenses.

One key component of our operating strategy is to operate our businesses on a decentralized basis, with local or regional management retaining responsibility for day-to-day operations, profitability and the internal growth of the individual business. If we do not implement and maintain proper overall business controls, this decentralized operating strategy could result in inconsistent operating and financial practices and our overall profitability could be adversely affected.

Our resources, including management resources, are limited and may be strained if we engage in a significant number of acquisitions. Also, acquisitions may divert our management's attention from initiating or carrying out programs to save costs or enhance revenues.

Our inability to achieve internal growth could materially and adversely affect our business, financial condition, results of operations and cash flows.

Our operating results may vary significantly from one reporting period to another and may be adversely affected by the seasonal and cyclical nature of the markets we serve.

The ready-mixed concrete business is seasonal. In particular, demand for our products and services during the winter months is typically lower than in other months because of inclement winter weather. In addition, sustained periods of inclement weather or permitting delays could postpone or delay projects over geographic regions of the United States and consequently could adversely affect our business, financial condition, results of operations and cash flows. The relative demand for ready-mixed concrete is a function of the highly cyclical construction industry. As a result, our revenues may be adversely affected by declines in the construction industry generally and in our local markets for ready-mixed concrete and other concrete products. Our results also may be materially affected by:

- the level of residential and commercial construction in our regional markets, including possible reductions in the demand for new residential housing construction below current levels;
- the availability of funds for public or infrastructure construction from local, state and federal sources;
- unexpected events that delay or adversely affect our ability to deliver concrete according to our customers' requirements;
- changes in interest rates;
- the changes in mix of our customers and business, which result in periodic variations in the margins of jobs performed during any particular quarter;
- the timing and cost of acquisitions and difficulties or costs encountered when integrating acquisitions;
- the budgetary spending patterns of customers;
- increases in construction and design costs;
- power outages and other unexpected delays;
- our ability to control costs and maintain quality;
- employment levels; and
- regional or general economic conditions.

As a result, our operating results in any particular quarter may not be indicative of the results that you can expect for any other quarter or for the entire year. Furthermore, negative trends in the ready-mixed concrete industry or in our geographic markets could have material adverse effects on our business, financial condition, results of operations and cash flows.

We may be unsuccessful in continuing to carry out our strategy of growth through acquisitions.

One of our principal growth strategies is to increase our revenues and the markets we serve and to continue entering new geographic markets through the acquisition of additional ready-mixed concrete and related businesses. We may not be able to acquire suitable acquisition candidates at reasonable prices and on other reasonable terms for a number of reasons, including the following:

- the acquisition candidates we identify may be unwilling to sell;
- we may not have sufficient capital to pay for acquisitions; and
- competitors in our industry may outbid us.
- In addition, there are risks associated with the acquisitions we complete. We may face difficulties integrating the newly acquired businesses into our operations efficiently and on a timely basis. We also may experience unforeseen difficulties managing the increased scope, geographic diversity and complexity of our operations or mitigating contingent or assumed liabilities, potentially including liabilities we do not anticipate.

We may lose business to competitors who underbid us, and we may be otherwise unable to compete favorably in our highly competitive industry.

Our competitive position in a given market depends largely on the location and operating costs of our ready-mixed concrete plants and prevailing prices in that market. Generally, ready-mixed concrete is price-sensitive. Our prices are subject to changes in response to relatively minor fluctuations in supply and demand, general economic conditions and market conditions, all of which are beyond our control. Because of the fixed-cost nature of our business, our overall profitability is sensitive to minor variations in sales volumes and small shifts in the balance between supply and demand. Price is the primary competitive factor among suppliers for small or simple jobs, principally in residential construction, while timeliness of delivery and consistency of quality and service, as well as price, are the principal competitive factors among suppliers for large or complex jobs. Concrete manufacturers like us generally obtain customer contracts through local sales and marketing efforts directed at general contractors, developers and homebuilders. As a result, we depend on local relationships.

Our competitors range from small, owner-operated private companies to subsidiaries or operating units of large, vertically integrated manufacturers of cement and aggregates. Our vertically integrated competitors generally have greater manufacturing, financial and marketing resources than we have, providing them with a competitive advantage. Competitors having lower operating costs than we do or having the financial resources to enable them to accept lower margins than we do will have a competitive advantage over us for jobs that are particularly price-sensitive. Competitors having greater financial resources or less financial leverage than we do to invest in new mixer trucks, build plants in new areas or pay for acquisitions also will have competitive advantages over us.

We depend on third parties for concrete equipment and supplies essential to operate our business.

We rely on third parties to lease properties, plant and equipment to us and to provide supplies, including cement and other raw materials, necessary for our operations. We cannot assure you that our favorable working relationships with our suppliers will continue in the future. Also, there have historically been periods of supply shortages in the concrete industry, particularly in a strong economy.

If we are unable to lease necessary properties or equipment, our operations could be severely impacted. If we lose our supply contracts and receive insufficient supplies from other third parties to meet our customers' needs or if our suppliers experience price increases or disruptions to their business, such as labor disputes, supply shortages or distribution problems, our business, financial condition, results of operations and cash flows could be materially adversely affected.

During the last three quarters of 2004, supplies of cement were tight in some of our markets as a result of increased demand for cement, lower inventories of cement, downtime at certain cement plants and insufficient availability to increase imports of cement. This shortage curtailed some sales of our ready-mixed concrete, and cement prices increased, which adversely affected our gross margins. During the first quarter of 2005, cement shortages temporarily abated, although tightness of supply brought about by strong domestic consumption and insufficient availability of imported cement resulted in a continuation of the cement price increases experienced in the prior year. In the second and third quarters of 2005, these conditions persisted and we experienced further increases in cement prices in the majority of our markets. During the second quarter of 2005, we experienced cement shortages in our north Texas market that had a negative impact on our operating results through both decreased sales and higher cost of raw materials. Because of expected continued strong domestic consumption and insufficient availability of cement in certain markets, we could experience continued shortages in future periods, which could adversely affect our operating results, through both decreased sales and higher cost of raw materials.

Throughout 2005, our product pricing for ready-mixed concrete continued to increase in most of our markets. These price increases have allowed us to absorb the rising cost of raw materials (primarily cement and aggregates). However, gains on increased prices were offset in part by higher labor, freight and delivery costs, including rising diesel fuel costs. With the national average of diesel fuel prices having risen 33% in 2005 as compared to 2004, we have experienced both increased freight charges for our raw materials, in the form of fuel surcharges, and increased cost to deliver our products. As these costs have become more significant over the last two years, we have instituted fuel surcharges in most of our markets in an attempt to cover these rising costs. We do not have any long-term fuel supply contracts that would protect us from rising fuel costs. Sustaining or improving our margins in the future will depend on market conditions and our ability to increase our product pricing or realize gains in productivity to offset further increases in raw materials and other costs.

Governmental regulations, including environmental regulations, may result in increases in our operating costs and capital expenditures and decreases in our earnings.

A wide range of federal, state and local laws, ordinances and regulations apply to our operations, including the following matters:

- land usage;
- street and highway usage;
- noise levels; and
- health, safety and environmental matters.

In many instances, we must have various certificates, permits or licenses in order to conduct our business. Our failure to maintain required certificates, permits or licenses or to comply with applicable governmental requirements could result in substantial fines or possible revocation of our authority to conduct some of our operations. Delays in obtaining approvals for the transfer or grant of certificates, permits or licenses, or failure to obtain new certificates, permits or licenses, could impede the implementation of our acquisition program.

Governmental requirements that impact our operations include those relating to air quality, solid waste management and water quality. These requirements are complex and subject to frequent change. They impose strict liability in some cases without regard to negligence or fault and may expose us to liability for the conduct of or conditions caused by others, or for our acts that complied with all applicable requirements when we performed them. Our compliance with amended, new or more stringent requirements, stricter interpretations of existing requirements or the future discovery of environmental conditions may require us to make unanticipated material expenditures. In addition, we may fail to identify or obtain indemnification from environmental liabilities of acquired businesses. We generally do not maintain insurance to cover environmental liabilities.

In March 2005, the California Regional Water Quality Control Board for the Central Valley Region issued a draft order to regulate discharges of concrete wastewater and solid wastes associated with concrete manufacturing at ready-mixed concrete plants located in and near Sacramento, California. This order would affect four sites in which six of our ready-mixed concrete plants operate in northern California. If approved in its current draft form, the order would require all existing ready-mixed concrete plants in the area to retrofit or reconstruct their waste management units to provide impermeable containment of all concrete wastewater and install leak detection systems. It also would require all new ready-mixed concrete plants in the area to be constructed with similar waste management units. The draft order provides that operators of existing ready-mixed concrete plants would have 180 days to apply for coverage under the order, and then one year after coverage is obtained to complete all required retrofitting. In June 2005, the California Regional Water Quality Control Board for the Central Valley Region delayed approval of the order to provide the Construction Materials Association of California and various concrete producers time to provide certain information to it for further consideration. Although our actual capital expenditures may vary significantly and will ultimately depend on final regulations, if the order is approved in its current form, the cost of capital improvements to our plants at the four sites in the affected area may be up to $1.0 million per site. Also, if the order is considered and adopted by the California Water Quality Control Board for the San Francisco Bay Region, we might incur similar costs to retrofit our existing plants in that area.

Our operations are subject to various hazards that may cause personal injury or property damage and increase our operating costs.

Operating mixer trucks, particularly when loaded, exposes our drivers and others to traffic hazards. Our drivers are subject to the usual hazards associated with providing services on construction sites, while our plant personnel are subject to the hazards associated with moving and storing large quantities of heavy raw materials. Operating hazards can cause personal injury and loss of life, damage to or destruction of properties, plant and equipment and environmental damage. Although we conduct training programs designed to reduce these risks, we cannot eliminate these risks. We maintain insurance coverage in amounts we believe are in accord with industry practice; however, this insurance may not be adequate to cover all losses or liabilities we may incur in our operations, and we may not be able to maintain insurance of the types or at levels we deem necessary or adequate or at rates we consider reasonable. A partially or completely uninsured claim, if successful and of sufficient magnitude, could have a material adverse effect on us.

The insurance policies we maintain are subject to varying levels of deductibles. Losses up to the deductible amounts are accrued based on our estimates of the ultimate liability for claims incurred and an estimate of claims incurred but not reported. If we were to experience insurance claims or costs above our estimates, our business, financial condition, results of operations and cash flows might be materially and adversely affected.

The departure of key personnel could disrupt our business, and our business growth will necessitate the successful hiring of new senior managers and executive officers.

We depend on the continued efforts of our executive officers and, in many cases, on senior management of our businesses. Our success will depend on recruiting new senior-level managers and officers, and we cannot be certain that we can recruit and retain such additional managers and officers. To the extent we are unable to manage our growth effectively or are unable to attract and retain qualified management personnel, our business, financial condition, results of operations and cash flows could be materially and adversely affected. We do not carry key-person life insurance on any of our employees.

We may be unable to attract and retain qualified employees.

Our ability to provide high-quality products and services on a timely basis depends on our success in employing an adequate number of skilled plant managers, technicians and drivers. Like many of our competitors, we experience shortages of qualified personnel from time to time. We may not be able to maintain an adequate skilled labor force necessary to operate efficiently and to support our growth strategy, and our labor expenses may increase as a result of a shortage in the supply of skilled personnel.

Collective bargaining agreements, work stoppages and other labor relations matters may result in increases in our operating costs, disruptions in our business and decreases in our earnings.

As of March 1, 2006, approximately 37% of our employees were covered by collective bargaining agreements, which expire between 2006 and 2010. Of particular note, 335 of our employees are covered by collective bargaining agreements that expire in 2006. Our inability to negotiate acceptable new contracts or extensions of existing contracts with these unions could cause strikes or other work stoppages by the affected employees. In addition, any new contracts or extensions could result in increased operating costs attributable to both union and nonunion employees. If any such strikes or other work stoppages were to occur, or if other of our employees were to become represented by a union, we could experience a significant disruption of our operations and higher ongoing labor costs, which could materially adversely affect our business, financial condition, results of operations and cash flows. In addition, the coexistence of union and nonunion employees may lead to conflicts between union and nonunion employees or impede our ability to integrate our operations efficiently. Also, labor relations matters affecting our suppliers of cement and aggregates could adversely impact our business from time to time.

We contribute to 17 multiemployer pension plans. If we were to withdraw partially or completely from any plan that is underfunded, we would be liable for a proportionate share of that plan's unfunded vested benefits. Based on the limited information available from plan administrators, which we cannot independently validate, we believe that our portion of the contingent liability in the case of a full or partial withdrawal from or termination of several of these plans would be material to our financial position, results of operations and cash flows.

Our overall profitability is sensitive to price changes and minor variations in sales volumes.

Generally, ready-mixed concrete is price-sensitive. Prices for our products are subject to changes in response to relatively minor fluctuations in supply and demand, general economic conditions and market conditions, all of which are beyond our control. Because of the fixed-cost nature of our business, our overall profitability is sensitive to price changes and minor variations in sales volumes.

We may incur material costs and losses as a result of claims our products do not meet regulatory requirements or contractual specifications.

Our operations involve providing products that must meet building code or other regulatory requirements and contractual specifications for durability, stress-level capacity, weight-bearing capacity and other characteristics. If we fail or are unable to provide products meeting these requirements and specifications, material claims may arise against us and our reputation could be damaged. In the past, we have had significant claims of this kind asserted against us that we have resolved. There currently are, and we expect that in the future there will be, additional claims of this kind asserted against us. If a significant product-related claim or claims are resolved against us in the future, that resolution may have a material adverse effect on our financial condition, results of operations and cash flows.

Our net sales attributable to infrastructure projects could be negatively impacted by a decrease or delay in governmental spending.

Our business depends in part on the level of governmental spending on infrastructure projects in our markets. Reduced levels of governmental funding for public works projects or delays in that funding could adversely affect our business, financial condition, results of operations and cash flows.

Some of our plants are susceptible to damage from earthquakes, for which we have a limited amount of insurance.

We maintain only a limited amount of earthquake insurance, and, therefore, we are not fully insured against earthquake risk. Any significant earthquake damage to our plants could materially adversely affect our business, financial condition, results of operations and cash flows.

Our results of operations could be adversely affected as a result of goodwill impairments.

Goodwill represents the amount by which the total purchase price we have paid for acquisitions exceeds our estimated fair value of the net assets acquired. We periodically test our recorded goodwill for impairment and charge expense with any impairment we recognize, but do not otherwise amortize that goodwill.

As of December 31, 2005, goodwill represented approximately 37% of our total assets. We can provide no assurance that future goodwill impairments will not occur. If we determine that any of our remaining balance of goodwill is impaired, we will be required to take an immediate noncash charge to earnings.

As a result of capital constraints and other factors, we may not be able to grow as rapidly as we may desire through acquiring additional businesses.

In addition to our existing working capital and cash from operations, our senior secured credit facility provides us with a significant source of liquidity. That facility provides us a borrowing capacity of up to $105 million. The credit agreement relating to this facility provides that the administrative agent may, on the bases specified, reduce the amount of the available credit from time to time. At December 31, 2005, no borrowings were outstanding under the credit facility and the amount of the available credit was approximately $86.4 million, net of outstanding letters of credit of $14.1 million.

We cannot readily predict the timing, size and success of our acquisition efforts or the capital we will need for those efforts. We may use our common stock as a component of the consideration we pay for future acquisitions. Issuances of common stock as acquisition consideration could have a dilutive effect on our stockholders. If our common stock does not maintain a sufficient market value or potential acquisition candidates are unwilling to accept our common stock as part of the consideration for the sale of their businesses, we may be required to use more of our cash resources to pursue our acquisition program.

Using cash for acquisition consideration limits our financial flexibility and increases the likelihood that we will need to seek additional capital through future debt or equity financings. If we seek more debt financing, we may have to agree to financial covenants that limit our operational and financial flexibility. Additional equity financing may dilute the ownership interests of our stockholders. There is no assurance that additional debt or equity financing will be available on terms acceptable to us.

Our substantial debt could adversely affect our financial condition.

We currently have a significant amount of debt. As of December 31, 2005, we had approximately $201 million of outstanding debt. Our substantial debt and other financial obligations could:

- make it difficult for us to satisfy our financial obligations, including making scheduled principal and interest payments on our indebtedness;
- require us to dedicate a substantial portion of our cash flow from operations to service payments on our indebtedness, thereby reducing funds available for other purposes;
- increase our vulnerability to a downturn in general economic conditions or the industry in which we compete;
- limit our ability to borrow additional funds for working capital, capital expenditures, acquisitions and general corporate and other purposes;
- place us at a competitive disadvantage to our competitors; and
- limit our ability to plan for and react to changes in our business and the ready-mixed concrete industry.

We will require a significant amount of cash to service all our debt.

Our ability to pay or to refinance our indebtedness depends on our future operating performance, which will be affected by general economic, financial, competitive, legislative, regulatory, business and other factors, many of which are beyond our control. Our business may not generate sufficient cash flow from operations and future financings may not be available to us in amounts sufficient to enable us to pay our debt or fund other liquidity needs. If we are unable to generate sufficient cash flow to meet our debt service obligations, we may have to renegotiate the terms of our debt or obtain additional financing, possibly on less favorable terms than our current debt. If we are not able to renegotiate the terms of our debt or obtain additional financing, we could be forced to sell assets under unfavorable circumstances. The terms of our senior secured credit facility and the indenture governing our senior subordinated notes limit our ability to sell assets and generally restrict the use of proceeds from asset sales.

Our existing debt arrangements impose restrictions on us that may adversely affect our ability to operate our business.

The indenture governing our $200 million aggregate principal amount of senior subordinated notes and our senior secured credit facility contain covenants that restrict, among other things, our ability to:

- incur additional indebtedness and issue preferred stock;
- pay dividends;
- make asset sales;
- make certain investments;
- enter into transactions with affiliates;
- incur liens on assets to secure other debt;
- engage in specified business activities; and
- engage in certain mergers or consolidations and transfers of assets.

In addition, our indenture and senior secured credit facility contain financial covenants and other limitations with which we must comply. Our ability to comply with these covenants may be affected by events beyond our control, and our future operating results may not be sufficient to comply with the covenants or, in the event of a default under either our indenture or senior secured credit facility, to remedy such a covenant default.

Our failure to comply with any of our financial or other covenants under our indenture or senior secured credit facility could result in an event of default. On the occurrence of any such event of default, the trustee under the indenture or our lenders could elect to declare all amounts outstanding under the indenture or our senior secured credit facility, as applicable, to be immediately due and payable, and our lenders could terminate all commitments to extend further credit to us and foreclose on any collateral we have granted to secure our obligations under our senior secured credit facility.

Available Information

Our Web site address is *www.us-concrete.com*. We make available on this Web site under the “investors” section, free of charge, our annual reports on Form 10-K, quarterly reports on Form 10-Q and current reports on Form 8-K, and amendments to those reports, as soon as reasonably practicable after we electronically file those materials with, or furnish them to, the SEC. Alternatively, the public may read and copy any materials we file with the SEC at the SEC’s Public Reference Room at 100 F Street, N.E., Washington, D.C. 20549. Information on the operation of the Public Reference Room may be obtained by calling the SEC at 1-800-SEC-0330. The SEC also maintains a Web site that contains reports, proxy and information statements, and other information regarding issuers that file electronically with the SEC. The SEC’s Web site address is *www.sec.gov*.

Item 1B. Unresolved Staff Comments

None.

Item 2. *Properties*

Facilities

The table below lists our concrete plants as of March 10, 2006. We believe these plants are sufficient for our current needs. The ready-mixed concrete volumes shown are the volumes each location produced in 2005, except that production volumes related to plants we acquired during the year reflect production from the date of acquisition through year-end.

	Ready-Mixed Concrete Plants					Ready-Mixed Concrete Volume
	Fixed	Portable	Total	Precast Plants	Block Plants	(in thousands of cubic yards)
Locations:						
Northern California	21	2	23	5	—	1,833
Atlantic Region	23	3	26	1	2	1,423
North Texas/Southwest Oklahoma	22	1	23	—	—	896
Michigan	14	—	14	—	1	714
Tennessee/Northern Mississippi	20	1	21	—	—	432
Southern California/Arizona	—	—	—	2	—	—
	100	7	107	8	3	5,298

The fixed plants listed above are located on approximately 40 sites we own and 60 sites we lease. The lease terms vary from 2006 to 2019. We intend to renew most of the leases expiring in the near term. Of those leases we do not renew, we expect to relocate most of the related plant facilities to future leased or owned sites.

We also produce crushed stone aggregates from our granite quarry in northern New Jersey. Production during 2005 was approximately 0.9 million tons, and we estimate the quarry has approximately 33 million tons of remaining reserves, assuming a 20% loss factor for unusable material. In addition, in connection with our December 2005 acquisition of substantially all the operating assets of Go-Crete and South Loop Development Corporation, we acquired a sand and gravel quarry in the Dallas/Fort Worth, Texas area. The aggregate quarry is estimated to have approximately 10 million tons of remaining aggregate reserves, assuming a 10% loss factor for unusable material. In December 2005, we produced approximately 36,000 tons of sand and other aggregates from this quarry.

Equipment

As of March 10, 2006, we operated a fleet of approximately 1,120 owned and leased mixer trucks and 697 other vehicles. Our own mechanics service most of the fleet. We believe these vehicles generally are well maintained and are adequate for our operations. The average age of our mixer trucks is approximately 7.6 years.

For additional information related to our properties, see Item 1 of this report.

Item 3. *Legal Proceedings*

From time to time, and currently, we are subject to various claims and litigation brought by employees, customers and other third parties for, among other matters, employee grievances, personal injuries, property damages, product defects and delay damages that have, or allegedly have, resulted from the conduct of our operations.

We believe that the resolution of all litigation currently pending or threatened against us or any of our subsidiaries should not have a material adverse effect on our business, financial condition, results of operations or cash flows; however, because of the inherent uncertainty of litigation, we can provide no assurance that the resolution of any particular claim or proceeding to which we are a party will not have a material adverse effect on our consolidated financial condition, results of operations or liquidity for the fiscal period in which that resolution occurs.

Item 4. *Submission of Matters to a Vote of Security Holders*

No matter was submitted to a vote of our security holders during the fourth quarter of 2005.

PART II

Item 5. ***Market for Registrant's Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities***

Our common stock is traded on the Nasdaq National Market under the symbol "RMIX." As of March 10, 2006, shares of our common stock were held by approximately 996 stockholders of record. The number of record holders does not necessarily bear any relationship to the number of beneficial owners of our common stock.

The closing price for our common stock on the Nasdaq National Market on March 10, 2006 was $12.48 per share. The following table sets forth, for the periods indicated, the range of high and low sales prices for our common stock:

	2005		2004	
	High	Low	High	Low
First Quarter	$ 8.98	$ 5.07	$ 7.35	$ 5.69
Second Quarter	7.00	5.12	7.20	5.18
Third Quarter	8.11	6.24	7.20	5.61
Fourth Quarter	9.50	5.78	7.85	6.08

We have not paid or declared any dividends since our formation and currently intend to retain earnings to fund our working capital and growth initiatives. Additional information concerning restrictions on our payment of cash dividends may be found in "Management's Discussion and Analysis of Financial Condition and Results of Operations—Liquidity and Capital Resources" in Item 7 of this report and Note 8 to our Consolidated Financial Statements in this report.

Equity Compensation Plan Information

For information regarding our equity compensation plans, including both stockholder-approved plans and plans not approved by our stockholders, see Item 12 of this report.

Issuer Purchases of Equity Securities

In the fourth quarter of 2005, we purchased 8,582 shares of our common stock in private transactions from employees who elected for us to make their required tax payments upon vesting of certain restricted shares by withholding a number of those vested shares having a value on the date of vesting equal to their tax obligations. The following table provides information regarding those repurchases:

Calendar Month	Total Number of Shares Purchased	Average Price Paid Per Share	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs	Maximum Number (or Approximate Dollar Value) of Shares That May Yet Be Purchased Under the Plans or Programs
November 2005	8,217	$6.10	None	None
December 2005	365	$8.80	None	None

Item 6. Selected Financial Data

The information below was derived from the audited Consolidated Financial Statements included in this report and in other reports we have previously filed with the SEC, and this information should be read together with those financial statements and the notes to those financial statements. The adoption of new accounting pronouncements, changes in accounting policies and reclassifications impact the comparability of the financial information presented below. These historical results are not necessarily indicative of the results to be expected in the future.

	Year Ended December 31				
	2005	2004[(1)]	2003	2002[(2)]	2001
	(in thousands, except per share amounts and selling prices)				
Statement of Operations Data:					
Sales	$ 575,655	$ 500,589	$ 473,124	$ 503,314	$ 493,591
Income (loss) before cumulative effect of accounting change	$ 12,612	$ (10,539)	$ 10,303	$ (4,038)	$ 9,545
Net income (loss)	$ 12,612	$ (10,539)	$ 10,303	$ (28,366)	$ 9,545
Earnings (Loss) Per Share Data:					
Basic income (loss) per share before cumulative effect of accounting change	$ 0.44	$ (0.37)	$ 0.37	$ (0.15)	$ 0.39
Diluted income (loss) per share before cumulative effect of accounting change	$ 0.43	$ (0.37)	$ 0.37	$ (0.15)	$ 0.39
Basic income (loss) per share	$ 0.44	$ (0.37)	$ 0.37	$ (1.06)	$ 0.39
Diluted income (loss) per share	$ 0.43	$ (0.37)	$ 0.37	$ (1.06)	$ 0.39
Balance Sheet Data (at end of period):					
Total assets	$ 494,043	$ 449,159	$ 400,974	$ 382,222	$ 430,836
Total debt (including current maturities)	$ 201,571	$ 200,777	$ 155,039	$ 161,808	$ 163,775
Total stockholders' equity	$ 184,921	$ 168,849	$ 176,711	$ 161,845	$ 188,315
Statement of Cash Flow Data:					
Net cash provided by operating activities	$ 41,358	$ 34,423	$ 26,692	$ 34,933	$ 44,874
Net cash used in investing activities	$ (58,692)	$ (11,597)	$ (17,259)	$ (36,489)	$ (58,387)
Net cash provided by (used in) financing activities	$ 1,281	$ 9,770	$ (7,007)	$ (886)	$ 19,929
Ready-mixed Concrete Data:					
Average selling price per cubic yard	$ 85.15	$ 76.38	$ 73.34	$ 73.71	$ 73.57
Sales volume in cubic yards	5,298	5,052	5,026	5,215	5,394

(1) The 2004 results include a loss on early extinguishment of debt of $28.8 million ($18.0 million, net of tax), which consisted of $25.9 million in premium payments to holders of our prior subordinated notes and a write-off of $2.9 million of debt issuance costs associated with our debt repayments. See Note 8 to our Consolidated Financial Statements in this report.

(2) The 2002 results include restructuring and impairment charges of $28.4 million ($18.9 million, net of tax). Effective the beginning of 2002, we adopted Statement of Financial Accounting Standards ("SFAS") No. 142, "Goodwill and Other Intangible Assets," and, accordingly, ceased amortization of goodwill and recorded a transitional goodwill impairment charge of $24.3 million ($0.91 per share), net of tax, presented as a cumulative effect of accounting change.

Item 7. ***Management's Discussion and Analysis of Financial Condition and Results of Operations***

Statements we make in the following discussion that express a belief, expectation or intention, as well as those that are not historical facts, are forward-looking statements that are subject to various risks, uncertainties and assumptions. Our actual results, performance or achievements, or industry results, could differ materially from those we express in the following discussion as a result of a variety of factors, including the risks and uncertainties to which we refer under the headings "Cautionary Statement Concerning Forward-Looking Statements" preceding Item 1 of this report, "Risk Factors" in Item 1A of this report and "—Risks and Uncertainties" below.

Overview

We derive substantially all our revenues from the sale of ready-mixed concrete, other concrete products and related construction materials to the construction industry in the United States. We typically sell ready-mixed concrete under purchase orders that require us to formulate, prepare and deliver the product to our customers' job sites. We recognize sales from these orders when we deliver the ordered products. The principal states in which we operate are California (43% of 2005 sales and 42% of 2004 sales), New Jersey (18% of 2005 sales and 17% of 2004 sales), Michigan (10% of 2005 sales and 12% of 2004 sales) and Texas (10% of 2005 sales and 8% of 2004 sales). We serve substantially all segments of the construction industry in our markets, and our customers include contractors for commercial and industrial, residential, street and highway and public works construction. The approximate percentages of our concrete product sales by construction type activity were as follows in 2005 and 2004:

	2005	2004
Residential	46%	41%
Commercial and industrial	42%	38%
Street and highway	3%	6%
Other public works	9%	15%

The markets for our products generally are local, and our operating results are subject to swings in the level and product mix of construction activity that occur in our markets. The level of activity affects the demand for our products, while the product mix among the various segments of the construction industry affects both our relative competitive strengths and our operating margins, as ready-mixed concrete sold for commercial and industrial construction is generally more technical and, therefore, more profitable than that sold for residential construction. Commercial and industrial jobs also provide ready-mixed concrete producers more opportunities to sell value-added concrete mix designs for various high performance requirements that often include admixtures, such as chemicals, minerals and fibers, or color conditioning additives.

The ready-mixed concrete business is subject to seasonal variations. In particular, demand for our products and services during the winter months is typically lower than in other months of the year because of inclement weather. In addition, sustained periods of inclement weather and other weather conditions could postpone or delay projects in our markets.

During the first four months of 2005, we experienced sustained adverse weather conditions and permitting delays that exceeded historical norms for this period, primarily in our California markets, which resulted in lower-than-expected sales volume during that period. In the following eight months, we experienced more normalized weather conditions, which enabled us to begin to achieve production levels and related efficiencies more consistent with management's expectations. Should we experience sustained adverse weather in our markets in the future, our sales volumes and results of operations would be adversely affected.

During the last three quarters of 2004, supplies of cement were tight in some of our markets as a result of increased demand for cement, lower inventories of cement, downtime at certain cement plants and insufficient availability to increase imports of cement. This shortage curtailed some sales of our ready-mixed concrete, and cement prices increased, which adversely affected our gross margins. During the first quarter of 2005, cement shortages temporarily abated, although tightness of supply brought about by strong domestic consumption and insufficient availability of imported cement resulted in a continuation of the cement price increases experienced in the prior year. During the remainder of 2005, these conditions persisted and we experienced further increases in cement prices in the majority of our markets. In the second quarter of 2005, we experienced cement shortages in our north Texas market that had a negative impact on our operating results through both decreased sales and higher cost of raw materials. Because of expected continued strong domestic consumption and insufficient availability of cement in certain markets, we could experience continued shortages in future periods, which could adversely affect our operating results, through both decreased sales and higher cost of raw materials.

Throughout 2005, our product pricing for ready-mixed concrete continued to increase in most of our markets. These price increases have allowed us to absorb the rising cost of raw materials (primarily cement and aggregates). However, gains on increased prices were offset in part by higher labor, freight and delivery costs, including rising diesel fuel costs. Diesel fuel prices peaked in the third quarter of 2005 in the aftermath of Hurricane Katrina and declined somewhat over the fourth quarter of 2005, with the national average of diesel fuel prices ending the year 33% above 2004.

As a result of these fuel price increases, we have experienced both increased freight charges for our raw materials in the form of fuel surcharges and increased cost to deliver our products. As these costs have become more significant over the last two years, we have instituted fuel surcharges in most of our markets in an attempt to cover these rising costs. We do not have any long-term fuel supply contracts that would protect us from rising fuel costs. Sustaining or improving our margins in the future will depend on market conditions and our ability to increase our product pricing or realize gains in productivity to offset further increases in raw materials and other costs.

Our cost of goods sold consists principally of the costs we incur in obtaining the cement, aggregates and admixtures we combine to produce ready-mixed concrete and other concrete products. We obtain most of these materials from third parties and generally have only a few days' supply at each of our plants. These costs vary with our levels of production. Our cost of goods sold also includes labor costs, primarily for delivery personnel, and insurance costs and the operating, maintenance and rental expenses we incur in operating our plants, mixer trucks and other vehicles.

Since our inception in 1999, our growth strategy has contemplated acquisitions. We purchased one business in 2003, one business in 2004 and three businesses in 2005, all of which we have accounted for in accordance with the purchase method of accounting. Please read "— Liquidity and Capital Resources — Acquisitions" for further information regarding our recent acquisitions. The rate and extent to which appropriate further acquisition opportunities are available, and the extent to which acquired businesses are integrated and anticipated synergies and cost savings are achieved can affect our operations and results.

Risks and Uncertainties

Numerous factors could affect our future operating results, including the factors discussed under the heading "Risk Factors" in Item 1A of this report and the following factors.

Internal Computer Network and Applications. We rely on our network infrastructure, enterprise applications and internal technology systems for our operational, support and sales activities. The hardware and software systems related to such activities are subject to damage from earthquakes, floods, fires, power loss, telecommunication failures and other similar events. They are also subject to computer viruses, physical or electronic vandalism or other similar disruptions that could cause system interruptions, delays and loss of critical data and could prevent us from fulfilling our customers' orders. We have developed disaster recovery plans and backup systems to reduce the potentially adverse effects of such events. Any event that causes failures or interruption in our hardware or software systems could result in disruption in our business operations, loss of revenues or damage to our reputation.

Accounting Rules and Regulations. We prepare our consolidated financial statements in conformity with accounting principles generally accepted in the United States of America. A change in these policies can have a significant effect on our reported results and may even retroactively affect previously reported transactions. Our accounting policies that recently have been or may be affected by changes in the accounting rules are as follows:

- accounting for share-based payments,
- accounting for income taxes; and
- accounting for business combinations and related goodwill.

In particular, the Financial Accounting Standards Board (the "FASB") recently adopted Statement of Financial Accounting Standards ("SFAS") No. 123R, which will require us to expense the fair value of our stock option grants and stock purchases under our employee stock purchase plan rather than disclose the impact on the consolidated net income in the footnotes to our consolidated financial statements. See "— Recent Accounting Pronouncements" and Note 1 to the Consolidated Financial Statements included in this report for a discussion of SFAS No. 123R.

Tax Liabilities. We are subject to federal, state and local income taxes, applicable to corporations generally, as well as nonincome-based taxes. Significant judgment is required in determining our provision for income taxes and other tax liabilities. In the ordinary course of business, we make calculations in which the ultimate tax determination is uncertain. We are also from time to time under audit by state and local tax authorities. Although we can provide no assurance that the final determination of our tax liabilities will not differ from what our historical income tax provisions and accruals reflect, we believe our tax estimates are reasonable.

Critical Accounting Policies and Estimates

Preparation of our financial statements requires us to make estimates and assumptions that affect the reported amounts of assets, liabilities, revenues and expenses. Note 1 to our Consolidated Financial Statements included in this report describes the significant accounting policies we use in preparing those statements. We believe the most complex and sensitive judgments, because of their significance to our financial statements, result primarily from the need to make estimates about the effects of matters that are inherently uncertain. The most significant areas involving our management's judgments and estimates are described below. Actual results in these areas could differ from our estimates.

Allowance for Doubtful Accounts

We extend credit to customers and other parties in the normal course of business. We regularly review outstanding receivables and provide for estimated losses on accounts receivable we believe we may not collect in full. A provision for bad debt expense recorded to selling, general and administrative expenses increases the allowance, and accounts receivable that we write off our books decrease the allowance. We determine the amount of bad debt expense we record each period and the resulting adequacy of the allowance at the end of each period by using a combination of our historical loss experience, customer-by-customer analyses of our accounts receivable balances each period and subjective assessments of our bad debt exposure. Our allowance for doubtful accounts was $3.5 million as of December 31, 2005 and $2.3 million as of December 31, 2004.

Goodwill

We record as goodwill the amount by which the total purchase price we pay for our acquisitions exceeds our estimated fair value of the net assets we acquire. We test our recorded goodwill annually for impairment and charge income with any impairment we recognize, but we do not otherwise amortize that goodwill. The impairment test we use consists of comparing our estimates of the current fair values of our reporting units with their carrying amounts. We use a variety of valuation approaches, primarily the discounted future cash flow approach, to arrive at these estimates. These approaches entail making numerous assumptions respecting future circumstances, such as general or local industry or market conditions, and, therefore, are uncertain. We did not record a goodwill impairment charge in 2003, 2004 or 2005. We can provide no assurance that future goodwill impairments will not occur. Our goodwill balance was $181.8 million as of December 31, 2005 and $166.6 million as of December 31, 2004. See Note 2 to the Consolidated Financial Statements in this report for further discussion.

Insurance Programs

We maintain third-party insurance coverage in amounts and against the risks we believe are reasonable. Under our current insurance programs, we share the risk of loss with our insurance underwriters by maintaining high deductibles subject to aggregate annual loss limitations. Currently, our workers' compensation per occurrence retention is $1.0 million and our automobile and general liability per occurrence retention is $0.5 million. We fund these deductibles and record an expense for losses we expect under the programs. We determine the expected losses using a combination of our historical loss experience and subjective assessments of our future loss exposure. The estimated losses are subject to uncertainty from various sources, including changes in claims reporting and settlement patterns, judicial decisions, new legislation and economic conditions. Although we believe the estimated losses are reasonable, significant differences related to the items we have noted above could materially affect our insurance obligations and future expense. The amount accrued for self-insurance claims was $9.7 million as of December 31, 2005 and $8.7 million as of December 31, 2004, which is currently classified in accrued liabilities.

Income Taxes

We use the liability method of accounting for income taxes. Under this method, we record deferred income taxes based on temporary differences between the financial reporting and tax bases of assets and liabilities and use enacted tax rates and laws that we expect will be in effect when we recover those assets or settle those liabilities, as the case may be, to measure those taxes. We believe our earnings during the periods when the temporary differences become deductible will be sufficient to realize the related future income tax benefits. In cases where the expiration date of tax carryforwards or the projected operating results indicate that realization is not likely, we would provide for a valuation allowance.

We have significant deferred tax assets, resulting from net operating loss carryforwards and deductible temporary differences that may reduce taxable income in future periods. A valuation allowance is required when it is more likely than not that all or a portion of a deferred tax asset will not be realized. In assessing the need for a valuation allowance, we estimate future taxable income, considering the feasibility of ongoing tax-planning strategies and the realizability of tax loss carryforwards. Valuation allowances related to deferred tax assets can be impacted by changes in tax laws, changes in statutory tax rates and future taxable income levels. If we were to determine that we would not be able to realize all or a portion of our deferred tax assets in the future, we would reduce such amounts through a charge to income in the period in which that determination is made. Conversely, if we were to determine that we would be able to realize our deferred tax assets in the future in excess of the net carrying amounts, we would decrease the recorded valuation allowance through an increase to income in the period in which that determination is made. Subsequently recognized tax benefits associated with valuation allowances, recorded in connection with a business combination, will be recorded as an adjustment to goodwill. We recorded no valuation allowance at December 31, 2005 or December 31, 2004.

Inventory Obsolescence

We provide reserves for estimated obsolescence or unmarketable inventory equal to the difference between the cost of inventory and the estimated net realizable value using assumptions about future demand for those products and market conditions. If actual market conditions are less favorable than those projected by management, additional inventory reserves may be required.

Properties, Plant and Equipment, Net

We state our properties, plant and equipment at cost and use the straight-line method to compute depreciation of these assets over their estimated remaining useful lives. Our estimates of those lives may be affected by such factors as changing market conditions, technological advances in our industry or changes in applicable regulations. In addition, we use estimates of salvage values for certain plant and equipment to reduce the cost which is subject to depreciation.

We evaluate the recoverability of our properties, plant and equipment when changes in circumstances indicate that the carrying amount of the asset may not be recoverable in accordance with SFAS No. 144, "Accounting for the Impairment or Disposal of Long-Lived Assets." We compare the carrying value of long-lived assets to our projection of future undiscounted cash flows attributable to those assets. If the carrying value exceeds the future undiscounted cash flows, we record an impairment loss equal to the excess of the carrying value over the fair value. Actual useful lives and future cash flows could be different from those we estimate. These differences could have a material effect on our future operating results.

Other

We record accruals for legal and other contingencies when estimated future expenditures associated with those contingencies become probable and the amounts can be reasonably estimated. However, new information may become available, or circumstances (such as applicable laws and regulations) may change, thereby resulting in an increase or decrease in the amount required to be accrued for such matters (and, therefore, a decrease or increase in reported net income in the period of such change).

Recent Accounting Pronouncements

For a discussion of recently adopted accounting standards, see Note 1 to our Consolidated Financial Statements included in this report.

Results of Operations

The following table sets forth selected historical statement of operations information and that information as a percentage of sales for the years indicated.

	Year Ended December 31					
	2005		2004		2003	
	(amounts in thousands, except selling prices)					
Sales	$ 575,655	100.0%	$ 500,589	100.0%	$ 473,124	100.0%
Cost of goods sold before depreciation, depletion and amortization	472,010	82.0	412,262	82.4	388,717	82.2
Selling, general and administrative expenses	54,028	9.4	48,110	9.6	42,550	9.0
Depreciation, depletion and amortization	13,591	2.3	12,669	2.5	12,441	2.6
Income from operations	36,026	6.3	27,548	5.5	29,416	6.2
Interest income	857	0.1	180	—	241	0.1
Interest expense	18,172	3.1	16,703	3.3	17,096	3.6
Loss on early extinguishment of debt	—	—	28,781	5.7	—	—
Other income, net	2,022	0.3	840	0.1	3,016	0.6
Income (loss) before income tax provision	20,733	3.6	(16,916)	(3.4)	15,577	3.3
Income tax provision (benefit)	8,121	1.4	(6,377)	(1.3)	5,274	1.1
Net income (loss)	$ 12,612	2.2%	$ (10,539)	(2.1)%	$ 10,303	2.2%
Ready-mixed Concrete Data:						
Average selling price per cubic yard	$ 85.15		$ 76.38		$ 73.34	
Sales volume in cubic yards	5,298		5,052		5,026	

Year Ended December 31, 2005 Compared to Year Ended December 31, 2004

Sales. Sales increased $75.1 million, or 15.0%, from $500.6 million in 2004 to $575.7 million in 2005. The increase was primarily attributable to an 11.5% increase in the average sales price of ready-mixed concrete, a 4.8% increase in ready-mixed concrete sales volume, and an 8.6% increase in other sales. The price improvement in 2005 resulted from continued strength in the residential construction market, as well as an improving non-residential construction market which was reflective of the strength of the overall economy in 2005.

Cost of goods sold before depreciation, depletion and amortization. Cost of goods sold before depreciation, depletion and amortization increased $59.7 million, or 14.5%, from $412.3 million in 2004 to $472.0 million in 2005. The increase was primarily attributable to raw materials cost increases (primarily cement and aggregates) and increased sales volumes of ready-mixed concrete in 2005 as compared to 2004.

Selling, general and administrative expenses. Selling, general and administrative expenses increased $6.0 million, or 12.3%, from $48.1 million in 2004 to $54.0 million in 2005. This increase was attributable to higher compensation expenses, including incentive and stock-based compensation expenses, higher professional fees and provision for bad debts.

Depreciation, depletion and amortization. Depreciation, depletion and amortization expense increased $0.9 million, or 7.3%, from $12.7 million in 2004 to $13.6 million in 2005. The increase was primarily attributable to higher capital expenditures in 2005 as compared to 2004.

Interest Income. Interest income increased $0.7 million from $0.2 million in 2004 to $0.9 million in 2005, primarily as a result of a higher average cash balance in 2005 as compared to 2004.

Interest expense. Interest expense increased $1.5 million, or 8.8%, from $16.7 million in 2004 to $18.2 million in 2005. The 2004 period included the benefit of an interest rate swap for the full year, which reduced interest expense by $1.4 million. In June 2005, the interest rate swap agreements were terminated. We describe the impact of this termination under "– Liquidity and Capital Resources – Interest Rate Swaps." The weighted average interest rate on our debt was 8.3% at December 31, 2005, as compared to 7.5% as of December 31, 2004.

Loss on early extinguishment of debt. As a result of our refinancings we describe under "– Liquidity and Capital Resources – Senior Subordinated Notes," we recognized an ordinary loss in 2004 on early extinguishment of debt of $28.8 million, which consisted of $25.9 million in premium payments to redeem our prior senior subordinated notes and a write-off of $2.9 million of debt issuance costs associated with our debt repayments. We had no such loss in 2005.

Other income, net. Other income, net, increased $1.2 million, from $0.8 million in 2004 to $2.0 million in 2005. The increase was primarily attributable to a $0.8 million gain from the sale of an FCC license.

Income tax provision. We recorded a provision for income taxes of $8.1 million in 2005 compared to a benefit for income taxes of $6.4 million in 2004. The income tax benefit was attributable to the loss on early extinguishment of debt in 2004. Our estimated annualized effective tax rate was 39% for the full year ended December 31, 2005 and 38% for the full year ended December 31, 2004. The effective income tax rate for 2005 was higher than the federal statutory rate due primarily to state income taxes.

Year Ended December 31, 2004 Compared to Year Ended December 31, 2003

Sales. Sales increased $27.5 million, or 5.8%, from $473.1 million in 2003 to $500.6 million in 2004. The increase was primarily attributable to a 9.7% increase in the volume of other concrete product sales and a 4.1% increase in average selling price of ready-mixed concrete. The price improvement was primarily due to a stable residential construction market and moderate improvements in nonresidential construction in most of our markets during 2004, reflecting the general state of the overall economy, and employment levels in the United States. Adverse weather conditions in the fourth quarter of 2004, particularly in northern California, resulted in lower sales volumes.

Cost of goods sold before depreciation, depletion and amortization. Cost of goods sold before depreciation, depletion and amortization increased $23.5 million, or 6.0%, from $388.7 million in 2003 to $412.3 million in 2004. This increase was primarily related to the rise in cement, raw material, labor, insurance and diesel fuel costs during the year. In 2003, cost of goods sold before depreciation, depletion and amortization included a $1.1 million correction of an inventory overstatement.

Selling, general and administrative expenses. Selling, general and administrative expenses increased $5.6 million, or 13.1%, from $42.6 million in 2003 to $48.1 million in 2004. This increase was attributable to asset impairments and write-downs related to properties and equipment ($0.7 million), increases in professional fees ($1.5 million), and higher salary and benefit expenses ($2.5 million) in 2004, primarily due to higher stock-based and incentive-based compensation and group health insurance costs.

Depreciation, depletion and amortization. Depreciation, depletion and amortization expense increased $0.3 million, or 1.8%, from $12.4 million in 2003 to $12.7 million in 2004.

Interest expense. Our interest rate swap agreements reduced interest expense by approximately $1.4 million in 2004. Interest expense decreased $0.4 million, or 2.0%, from $17.1 million in 2003 to $16.7 million in 2004, as a result of our 2004 refinancings and interest rate swaps. As of December 31, 2004, we had outstanding borrowings totaling $200.0 million, as compared to $155.0 million as of December 31, 2003. Our weighted average interest rate was 7.5%, after giving effect to our interest rate swaps, as of December 31, 2004, as compared to 9.0% as of December 31, 2003.

Loss on early extinguishment of debt. As a result of our refinancings we describe under "— Liquidity and Capital Resources – Senior Subordinated Notes," we recognized an ordinary loss in 2004 on early extinguishment of debt of $28.8 million, which consisted of $25.9 million in premium payments to redeem our prior senior subordinated notes and a write-off of $2.9 million of debt issuance costs associated with our debt repayments.

Other income, net. Other income, net, decreased to $2.2 million, or 72.1%, from $3.0 million in 2003 to $0.8 million in 2004. This decrease was primarily attributable to a $2.0 million settlement we recorded in 2003 in connection with a claim we filed against the former owners of a subsidiary in our Atlantic Region. For additional information, see Note 4 to our Consolidated Financial Statements in this report.

Income tax provision. We recorded a benefit for income taxes of $6.4 million in 2004, compared to a provision for income taxes of $5.3 million in 2003. The 2004 benefit resulted principally from the taxable loss generated from our 2004 debt refinancings. Our effective tax rate was 37.7% for 2004 and 33.9% for 2003. The effective income tax rate for 2004 was greater than the federal statutory rate due primarily to state income tax benefits and nontaxable settlement income increasing the federal tax benefit related to the estimated current year loss.

Liquidity and Capital Resources

Our primary short-term liquidity needs consist of financing seasonal working capital requirements, purchasing properties and equipment and paying cash interest expense under our 8 3/8% senior subordinated notes due in April 2014 and cash interest expense, if any, under our senior secured revolving credit facility that expires in March 2009. In addition to cash and cash equivalents of $23.7 million at December 31, 2005 and cash from operations, our senior secured revolving credit facility provides us with a significant source of liquidity. That facility provides us a borrowing capacity of up to $105 million. The credit agreement relating to this facility provides that the administrative agent may, on the bases specified, reduce the amount of the available credit from time to time. At December 31, 2005, no borrowings were outstanding under the revolving credit facility and the amount of that available credit was approximately $86.4 million, net of outstanding letters of credit of $14.1 million. Our working capital needs typically increase in the second and third quarters to finance the increases in accounts receivable during those periods and the cash interest payment on our 8 3/8% senior subordinated notes due on April 1 of each year. Generally, in the fourth quarter of each year, our working capital borrowings begin to decline and then are paid down to their lowest annual levels in the first quarter of the following year.

The principal factors that could adversely affect the amount of our internally generated funds include:

- any deterioration of sales because of weakness in the markets in which we operate;
- any decline in gross margins due to shifts in our project mix; and
- the extent to which we are unable to generate internal growth through integration of additional businesses or capital expansions of our existing business.

The principal factors that could adversely affect our ability to obtain cash from external sources include:

- covenants contained in our credit facility and the indenture governing our 8 3/8% senior subordinated notes;
- volatility in the markets for corporate debt; and
- fluctuations in the market price of our common stock or 8 3/8% senior subordinated notes.

The following key financial measurements reflect our financial position and capital resources as of December 31, 2005, 2004 and 2003 (dollars in thousands):

	2005	2004	2003
Cash and cash equivalents	$ 23,654	$ 39,707	$ 7,111
Working capital[1]	$ 64,183	$ 89,647	$ 37,941
Total debt [2]	$ 201,571	$ 200,000	$ 155,039
Available credit [3]	$ 86,400	$ 75,900	$ 7,000
Debt as a percent of capital employed	52.2%	54.2%	46.7%

(1)At December 31, 2003, current maturities of long-term debt reduced our working capital by $13.6 million.

(2)The interest rate swap mark-to-market adjustments of $0.8 million in 2004 are not included in the total debt.

(3) Based on eligible borrowing base in 2005 and 2004, net of outstanding letters of credit, and maximum leverage ratios in 2003.

Our cash and cash equivalents consist of highly liquid investments in deposits and money market funds we hold at major banks.

Senior Secured Credit Facility

The borrowings under our credit facility are limited based on a portion of the net amounts of our eligible accounts receivable, inventory and mixer trucks. At our option, these borrowings will bear annual interest at either the Eurodollar-based rate ("LIBOR") plus 2.25%, or the domestic rate plus 0.75% as of December 31, 2005. The interest rate margins will vary inversely with the amount of unused borrowing capacity available under the facility. We pay commitment fees at an annual rate of 0.375% on the unused portion of the facility.

Our subsidiaries have guaranteed the repayment of all amounts owing under our credit facility. In addition, we have collateralized the facility with the capital stock and substantially all the assets of our subsidiaries, excluding minor subsidiaries without operations or material assets, and substantially all the assets of those subsidiaries, excluding most of the assets of our aggregate quarry in New Jersey. The credit agreement contains covenants restricting, among other things, prepayment or redemption of subordinated notes, distributions, dividends and repurchases of capital stock and other equity interests, acquisitions and investments, mergers, asset sales other than in the ordinary course of business, indebtedness, liens, changes in our business, changes to charter documents and affiliate transactions. It also limits capital expenditures to 5% of consolidated revenues in the prior 12 months and will require us to maintain a minimum fixed charge coverage ratio of 1.0 to 1.0 on a rolling 12-month basis if the available credit under the facility falls below $15 million. The credit agreement provides that specified change of control events would constitute events of default under the agreement.

At December 31, 2005, no borrowings were outstanding under the revolving credit facility, and we had used $14.1 million of availability under the credit agreement for letters of credit. The credit agreement limits our ability to incur additional debt primarily to the greater of (1) the borrowings available under our credit facility, plus $20 million, or (2) additional debt if, after giving effect to its incurrence, our total debt does not exceed three times our earnings before interest, taxes, depreciation, amortization and certain noncash items.

Senior Subordinated Notes

On March 31, 2004, we issued and sold, through a private placement, $200 million of 8 3/8% senior subordinated notes maturing April 1, 2014. Interest on these notes is payable semiannually on April 1 and October 1 of each year. We used the net proceeds of this financing to redeem our prior 12% senior subordinated notes and prepay outstanding debt under our senior secured credit facility. We paid $122.5 million to redeem our prior 12% senior subordinated notes, including a prepayment premium of $25.9 million, plus all accrued and unpaid interest through the redemption date of $1.6 million.

Our subsidiaries, excluding minor subsidiaries, have jointly and severally and fully and unconditionally guaranteed the repayment of our outstanding senior subordinated notes.

The indenture governing these notes limits our ability and that of our subsidiaries to pay dividends or repurchase common stock, make certain investments, incur additional debt or sell preferred stock, create liens, merge or transfer assets. At any time prior to April 1, 2007, we may redeem up to 35% of the aggregate principal amount of the notes at a redemption price of 108.375% of their principal amount, plus accrued interest, with the net cash proceeds from certain equity offerings. In addition, after March 31, 2009, we may redeem all or a part of the notes at a redemption price of 104.188% in 2009, 102.792% in 2010, 101.396% in 2011 and 100% in 2012 and thereafter. The indenture requires us to offer to repurchase (1) an aggregate principal amount of the subordinated notes equal to the proceeds of certain asset sales that are not reinvested in our business or used to pay senior debt and (2) all the notes following the occurrence of a change of control. Our senior secured credit agreement prohibits these repurchases.

On May 13, 2004, we filed a registration statement with the SEC, which became effective on June 22, 2004, pursuant to which we exchanged our outstanding $200 million 8 3/8% senior subordinated notes for notes that are substantially identical, except that the offering of the new notes was registered under the Securities Act of 1933.

As a result of restrictions contained in the indenture relating to the 8 3/8% senior subordinated notes, our ability to incur additional debt is primarily limited to the greater of (1) borrowings available under our senior secured credit facility, plus the greater of $15 million or 7.5% of our tangible assets, or (2) additional debt if, after giving effect to such incurrence of such additional debt, our earnings before interest, taxes, depreciation, amortization and certain noncash items equals or exceeds two times our total interest expense.

Interest Rate Swaps

Effective April 16, 2004, we entered into interest rate swap agreements that had the economic effect of modifying the interest obligations associated with $70 million of our 8 3/8% senior subordinated notes, such that the interest payable on these notes effectively was to become variable based on the six-month LIBOR rate, set on April 1 and October 1 of each year. We terminated these interest rate swap agreements in June 2005. The swaps had been designated as fair-value hedges and had no ineffective portion. The notional amounts of the swaps matched the principal amounts of the hedged portion of the notes, and the termination dates of the swaps matched the maturity date of the 8 3/8% senior subordinated notes. As a result of the swaps, the interest rate on the hedged portion of the notes was LIBOR plus 3.16%. The swap agreements were marked to market each quarter, with a corresponding mark-to-market adjustment reflected as either a discount or premium on the 8 3/8% senior subordinated notes. Because the swap agreements were considered an effective fair-value hedge, there was no affect on our results of operations from these adjustments while the swap agreements were in effect. Upon termination of these interest rate swap agreements, we received $2.2 million in cash as settlement proceeds. The cash proceeds have been included in "changes in operating assets and liabilities, excluding effects of acquisitions" within the accompanying Consolidated Statements of Cash Flows. The cash received has been recorded against the fair values of the respective agreements and the resulting net gain of $2.0 million is being amortized over the remaining life of the underlying debt instruments as an adjustment to interest expense. There were no interest rate swap agreements outstanding as of December 31, 2005. During the year ended December 31, 2005, the interest rate swap agreements reduced our interest expense by approximately $0.5 million.

Fair Value of Financial Instruments

The carrying amounts of cash and cash equivalents, accounts receivable, accounts payable and accrued liabilities approximate fair value because of their short-term maturity and variable rates of interest. The estimated aggregate fair value of our 8 3/8% senior subordinated notes at December 31, 2005 was approximately $200 million and $215 million in 2004.

Debt Ratings

Our ability to obtain external financing and the related cost of borrowing is affected by our debt ratings, which are periodically reviewed by the major credit rating agencies. Debt ratings and outlooks as of March 10, 2006 were as follows:

	Rating	Outlook
Moody's		
Senior subordinated notes	B3	
Issuer rating	B2	Stable
Senior implied rating	B1	
Standard & Poor's		
Senior subordinated notes	B-	
Corporate credit	B+	Stable

These debt ratings are not recommendations to buy, sell or hold our securities, and they may be subject to revision or withdrawal at any time by the assigning rating agency. Each rating should be evaluated independently of any other rating.

Future Capital Requirements

For 2006, our capital expenditures are expected to be in the range of $30 million to $35 million. However, depending on the percentage of equipment acquired under operating leases, our capital expenditures could be in the range of $20.0 to $25.0 million. In recent years, we have leased a higher percentage of our mixer trucks and other rolling stock under operating leases due to lower long-term interest rates and our inability to recover the associated tax benefits in those years. In 2006, we expect to purchase a greater percentage of this equipment, primarily as a result of our ability to recover the associated tax benefits.

Our management believes, on the basis of current expectations, that our cash on hand, internally generated cash flow and borrowings under our credit facility will be sufficient to provide the liquidity necessary to fund our operations and meet our planned capital expenditure and debt-service requirements for at least the next 12 months.

Cash Flow

Our consolidated cash flows for each of the past three years are presented below (in thousands):

	Year Ended December 31		
	2005	2004	2003
Operating activities	$ 41,358	$ 34,423	$ 26,692
Investing activities	(58,692)	(11,597)	(17,259)
Financing activities	1,281	9,770	(7,007)
Net cash provided by (used in) operating, investing and financing activities	$ (16,053)	$ 32,596	$ 2,426

Our net cash provided by operating activities generally reflects the cash effects of transactions and other events used in the determination of net income or loss. Net cash provided by operating activities of $41.4 million in the year ended December 31, 2005 increased $6.9 million from the net cash provided in the year ended December 31, 2004. This increase is principally a result of higher operating income, higher income tax refunds and proceeds from the early termination of the interest rate swap agreements, partially offset by higher interest payments. Net cash provided by operating activities of $34.4 million in the year ended December 31, 2004 increased $7.7 million from the net cash provided in the year ended December 31, 2003. This increase reflected the receipt of approximately $5.0 million in cash collateral previously used for our insurance retention programs, lower interest payments in 2004 and the timing of accounts payable payments at December 31, 2004, partially offset by increases in accounts receivable and inventory at December 31, 2004, as compared to the end of the prior year.

Net cash used by investing activities of $58.7 million in the year ended December 31, 2005 increased $47.1 million from the net cash used in the year ended December 31, 2004, primarily because of acquisitions we made in 2005. Capital expenditures increased by $7.5 million during the year ended December 31, 2005. Our net cash used for investing activities of $11.6 million in the year ended December 31, 2004 decreased $5.7 million from the net cash used in the year ended December 31, 2003, primarily because of an acquisition we made in 2003. Capital expenditures decreased by $2.8 million during the year ended December 31, 2004, with this decrease offset by asset disposition activities.

Our net cash provided from financing activities of $1.3 million in the year ended December 31, 2005 decreased $8.5 million from the net cash used in the year ended December 31, 2004. This decrease was primarily attributable to our March 2004 refinancing activities, partially offset by the proceeds from the exercise of stock options and shares sold to employees under our employee stock purchase plan during the year ended December 31, 2005. As a result of these activities, cash and cash equivalents, which totaled $23.7 million at December 31, 2005, decreased $16.1 million from December 31, 2004. Our net cash provided by financing activities of $9.8 million in the year ended December 31, 2004 increased $16.8 million from the net cash used in the year ended December 31, 2003. This increase was primarily attributable to our March 2004 refinancing activities, proceeds from the exercise of stock options and shares sold to employees under our employee stock purchase plan, partially offset by repurchases of shares during the year ended December 31, 2004.

We define free cash flow as net cash provided by operating activities less purchases of properties, plant and equipment (net of disposals). Free cash flow is a liquidity measure not prepared in accordance with generally accepted accounting principles ("GAAP"). Our management uses free cash flow in managing our business because we consider it to be an important indicator of our ability to service our debt and generate cash for acquisitions and other strategic investments. We believe free cash flow may provide users of our financial information additional meaningful comparisons between current results and results in prior operating periods. As a non-GAAP financial measure, free cash flow should be viewed in addition to, and not as an alternative for, our reported operating results or cash flow from operations or any other measure of performance prepared in accordance with GAAP.

Our historical net cash provided by operating activities and free cash flow is as follows (in thousands):

	Year Ended December 31		
	2005	2004	2003
Net cash provided by operating activities	$ 41,358	$ 34,423	$ 26,692
Less: Purchases of properties and equipment, net of disposals of $713, $608, and $2,587	(17,253)	(9,839)	(10,700)
Free cash flow	$ 24,105	$ 24,584	$ 15,992

Acquisitions

In December 2005, we acquired substantially all of the operating assets of Go-Crete and South Loop Development Corporation, which produce and deliver ready-mixed concrete from six plants and mine sand and gravel from a quarry in the greater Dallas/Fort Worth, Texas market. We purchased the assets for approximately $27.3 million in cash and assumed certain capital lease liabilities with a net present value of about $2.0 million.

In November 2005, we acquired substantially all the operating assets, including real property, of City Concrete Company, City Concrete Products, Inc. and City Transports, Inc., which produce and deliver ready-mixed concrete from five plants in the greater Memphis, Tennessee and northern Mississippi area, for approximately $14.3 million in cash.

In January 2005, we acquired a small ready-mixed concrete operation in Knoxville, Tennessee. The purchase price was approximately $1.0 million in cash.

In December 2004, we acquired Riefkohl Contracting LLC, which provides precast concrete installation services in the greater Phoenix, Arizona market. The purchase price was approximately $2.2 million, comprised of $1.7 million in cash, and 73,489 shares of our common stock (valued at $0.5 million)

In February 2003, we acquired Builders Redi-Mix, Inc., which produces and distributes ready-mixed concrete in the greater Lansing, Michigan market. The purchase price was approximately $10.3 million, comprised of $6.0 million in cash, net of cash acquired, and 920,726 shares of our common stock (valued at $4.3 million).

Since our inception, cash has been the primary component in the consideration we have paid to acquire businesses. We expect that cash will be a significant, if not the principal, element in acquisitions we might make in the foreseeable future.

Off-Balance Sheet Arrangements

We do not currently have any off-balance sheet arrangements that have or are reasonably likely to have a material current or future effect on our financial condition, revenues or expenses, results of operations, liquidity, capital expenditures or capital resources. From time to time we may enter into noncancelable operating leases that would not be reflected on our balance sheet. For additional discussion on our operating leases, see Note 13 to our Consolidated Financial Statements in this report.

Commitments

The following are our contractual commitments associated with our indebtedness and our lease obligations as of December 31, 2005 (in millions).

Contractual obligations	Total	Less Than 1 year	1-3 years	4-5 years	After 5 years
Principal on debt	$ 200.0	$ —	$ —	$ —	$ 200.0
Interest on debt (1)	142.4	16.8	33.5	33.5	58.6
Capital leases (2)	2.1	1.6	0.5	—	—
Operating leases	43.9	9.6	16.8	10.5	7.0
Total	$ 388.4	$ 28.0	$ 50.8	$ 44.0	$ 265.6

(1) Interest payments due under our 8 3/8% senior subordinated notes.
(2) Represents cash payments required. These obligations are recorded on our balance sheet at net present value at December 31, 2005.

The following are our commercial commitment expirations as of December 31, 2005 (in millions):

Other commercial commitments	Total	Less Than 1 year	1-3 years	4-5 years	After 5 years
Standby letters of credit	$ 14.1	$ 14.1	$ —	$ —	$ —
Purchase obligations	10.7	10.7	—	—	—
Performance bonds	16.0	16.0	—	—	—
Total	$ 40.8	$ 40.8	$ —	$ —	$ —

Other

We periodically evaluate our liquidity requirements, alternative uses of capital, capital needs and availability of resources in view of, among other things, our dividend policy, our debt service and capital expenditure requirements and estimated future operating cash flows. As a result of this process, in the past we have sought, and in the future we may seek, to reduce, refinance, repurchase or restructure indebtedness; raise additional capital; issue additional securities; repurchase shares of our common stock; modify our dividend policy; restructure ownership interests; sell interests in subsidiaries or other assets; or take a combination of such steps or other steps to manage our liquidity and capital resources. In the normal course of our business, we may review opportunities for the acquisition, divestiture, joint venture or other business combinations in the ready-mixed concrete or related businesses. In the event of any acquisition or joint venture transaction, we may consider using available cash, issuing equity securities or increasing our indebtedness to the extent permitted by the agreements governing our existing debt. See Note 8 to the Consolidated Financial Statements in Item 8 of this report.

Inflation

As a result of the relatively low levels of inflation during the past three years, inflation did not significantly affect our results of operations in any of those years.

Item 7A. ***Quantitative and Qualitative Disclosures About Market Risk***

We do not enter into derivatives or other financial instruments for trading or speculative purposes, but we utilize them to manage our fixed to variable-rate debt ratio. All derivatives, whether designated as hedging relationships or not, are required to be recorded on the balance sheet at fair value. Because of the short duration of our investments, changes in market interest rates would not have a significant impact on their fair values.

The indebtedness evidenced by our 8 3/8% senior subordinated notes is fixed-rate debt, so we are not exposed to cash-flow risk from market interest rate changes on these notes. The fair value of that debt will vary as interest rates change.

Effective April 16, 2004, we entered into interest rate swap agreements that had the economic effect of modifying the interest obligations associated with $70 million of our 8 3/8% senior subordinated notes, such that the interest payable on these senior subordinated notes effectively was to become variable based on the six-month LIBOR rate, set on April 1 and October 1 of each year. We terminated these interest rate swap agreements in June 2005. The swaps had been designated as fair-value hedges and had no ineffective portion. The notional amounts of the swaps matched the principal amounts of the hedged portion of the senior subordinated notes, and the termination dates of the swaps matched the maturity date of the notes. As a result of the swaps, the interest rate on the hedged portion of the notes was LIBOR plus 3.16%. Because the swap agreements were considered an effective fair-value hedge, there was no effect on our results of operations from the mark-to-market adjustment while the swap agreements were in effect. The swap agreements were marked to market each quarter, with a corresponding mark-to-market adjustment reflected as either a discount or premium on the 8 3/8% senior subordinated notes. At December 31, 2004, the fair value of the interest rate swap was $0.8 million and included in other assets. During the year ended December 31, 2005, the interest rate swap agreements reduced our interest expense by approximately $0.5 million ($0.3 million, net of tax).

We purchase commodities, such as cement, aggregates and diesel fuel, at market prices and do not currently use financial instruments to hedge commodity prices.

Our operations are subject to factors affecting the level of general construction activity, including the level of interest rates and availability of funds for construction. A significant decrease in the level of general construction activity in any of our market areas may have a material adverse effect on our sales and earnings.

Item 8. ***Financial Statements and Supplementary Data***

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REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and Stockholders of U.S. Concrete, Inc.:

We have completed integrated audits of U.S. Concrete, Inc.'s 2005 and 2004 consolidated financial statements and of its internal control over financial reporting as of December 31, 2005, and an audit of its 2003 consolidated financial statements in accordance with the standards of the Public Company Accounting Oversight Board (United States). Our opinions, based on our audits, are presented below.

Consolidated financial statements

In our opinion, the consolidated financial statements listed in the accompanying index present fairly, in all material respects, the financial position of U.S. Concrete, Inc. and its subsidiaries at December 31, 2005 and 2004, and the results of their operations and their cash flows for each of the three years in the period ended December 31, 2005 in conformity with accounting principles generally accepted in the United States of America. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits of these statements in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit of financial statements includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, and evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

Internal control over financial reporting

Also, in our opinion, management's assessment, included in "Management's Report on Internal Control Over Financial Reporting" appearing under Item 9A of this Form 10-K, that the Company maintained effective internal control over financial reporting as of December 31, 2005 based on criteria established in Internal Control - Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO), is fairly stated, in all material respects, based on those criteria. Furthermore, in our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of December 31, 2005, based on criteria established in Internal Control - Integrated Framework issued by the COSO. The Company's management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting. Our responsibility is to express opinions on management's assessment and on the effectiveness of the Company's internal control over financial reporting based on our audit. We conducted our audit of internal control over financial reporting in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. An audit of internal control over financial reporting includes obtaining an understanding of internal control over financial reporting, evaluating management's assessment, testing and evaluating the design and operating effectiveness of internal control, and performing such other procedures as we consider necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinions.

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (i) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (ii) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (iii) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

As described in "Management's Report on Internal Control Over Financial Reporting", management has excluded two entities, Go-Crete and City Concrete, from its assessment of internal control over financial reporting as of December 31, 2005 because they were acquired by the Company in purchase business combinations during 2005. We have also excluded Go-Crete and City Concrete from our audit of internal control over financial reporting. Go-Crete and City Concrete are wholly-owned subsidiaries whose total assets and total revenues represent approximately eleven percent and less than one percent, respectively, of the related consolidated financial statement amounts as of and for the year ended December 31, 2005.

/s/ PricewaterhouseCoopers LLP

Houston, Texas
March 16, 2006

U.S CONCRETE, INC. AND SUBSIDIARIES

CONSOLIDATED BALANCE SHEETS
(in thousands)

	December 31	
	2005	**2004**
ASSETS		
Current assets:		
Cash and cash equivalents	$ 23,654	$ 39,707
Trade accounts receivable, net	87,654	68,131
Inventories	23,677	20,085
Deferred income taxes	6,750	10,293
Prepaid expenses	2,401	2,140
Income tax receivables	580	4,406
Other current assets	5,824	7,381
Total current assets	150,540	152,143
Properties, plant and equipment, net	149,637	118,748
Goodwill	181,821	166,644
Other assets	12,045	11,624
Total assets	$ 494,043	$ 449,159
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities:		
Current maturities of long-term debt	$ 1,126	$ —
Accounts payable	49,144	36,506
Accrued liabilities	37,469	25,990
Total current liabilities	87,739	62,496
Long-term debt, net of current maturities	200,445	200,777
Other long-term obligations and deferred credits	4,997	4,137
Deferred income taxes	15,941	12,900
Total liabilities	309,122	280,310
Commitments and contingencies (Note 13)		
Stockholders' equity:		
Preferred stock, $0.001 par value per share (10 million shares authorized; none issued)	—	—
Common stock, $0.001 par value per share (60 million shares authorized; 29,809 shares in 2005 and 29,344 shares in 2004 issued and outstanding)	30	29
Additional paid-in capital	172,857	168,850
Deferred compensation	(3,939)	(3,936)
Retained earnings	16,918	4,306
Cost of treasury stock, 139 common shares in 2005 and 59 common shares in 2004	(945)	(400)
Total stockholders' equity	184,921	168,849
Total liabilities and stockholders' equity	$ 494,043	$ 449,159

The accompanying notes are an integral part of these consolidated financial statements.

U.S CONCRETE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF OPERATIONS
(in thousands, except per share amounts)

	Year Ended December 31		
	2005	2004	2003
Sales	$ 575,655	$ 500,589	$ 473,124
Cost of goods sold before depreciation, depletion and amortization	472,010	412,262	388,717
Selling, general and administrative expenses	54,028	48,110	42,550
Depreciation, depletion and amortization	13,591	12,669	12,441
Income from operations	36,026	27,548	29,416
Interest income	857	180	241
Interest expense	18,172	16,703	17,096
Loss on early extinguishment of debt	—	28,781	—
Other income, net	2,022	840	3,016
Income (loss) before income tax provision (benefit)	20,733	(16,916)	15,577
Income tax provision (benefit)	8,121	(6,377)	5,274
Net income (loss)	$ 12,612	$ (10,539)	$ 10,303
Earnings (loss) per share:			
Basic	$ 0.44	$ (0.37)	$ 0.37
Diluted	$ 0.43	$ (0.37)	$ 0.37
Number of shares used in calculating earnings (loss) per share:			
Basic	28,655	28,247	28,003
Diluted	29,229	28,247	28,105

The accompanying notes are an integral part of these consolidated financial statements.

U.S CONCRETE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CHANGES IN STOCKHOLDERS' EQUITY
(in thousands)

	Common Stock		Additional Paid-In Capital	Deferred Compensation	Retained Earnings	Treasury Stock	Total Stockholders' Equity
	Shares	Par Value					
BALANCE, December 31, 2002	27,024	27	157,276	—	4,542	—	161,845
Issuance of shares for acquisitions and contingent consideration	1,009	1	4,479	—	—	—	4,480
Exchange of stock options for restricted common stock	286	—	1,374	(1,374)	—	—	—
Employee purchase of ESPP shares	265	1	866	—	—	—	867
Restricted common stock issued in connection with compensation plan	222	—	1,128	(1,128)	—	—	—
Amortization of deferred compensation	—	—	—	216	—	—	216
Receivable of common stock to be canceled	—	—	(1,000)	—	—	—	(1,000)
Net income	—	—	—	—	10,303	—	10,303
BALANCE, December 31, 2003	28,806	29	164,123	(2,286)	14,845	—	176,711
Issuance of shares for acquisitions	73	—	538	—	—	—	538
Employee purchase of ESPP shares	149	—	849	—	—	—	849
Stock options exercised	78	—	524	—	—	—	524
Restricted common stock issued in connection with compensation plan	467	—	2,816	(2,816)	—	—	—
Amortization of deferred compensation	—	—	—	1,166	—	—	1,166
Cancellation of shares	(170)	—	—	—	—	—	—
Purchase of treasury shares	(59)	—	—	—	—	(400)	(400)
Net loss	—	—	—	—	(10,539)	—	(10,539)
BALANCE, December 31, 2004	29,344	$ 29	$ 168,850	$ (3,936)	$ 4,306	$ (400)	$ 168,849
Employee purchase of ESPP shares	154	—	837	—	—	—	837
Stock options exercised	192	—	1,445	—	—	—	1,445
Stock-based compensation	244	1	1,725	(1,641)	—	—	85
Amortization of deferred compensation	—	—	—	1,638	—	—	1,638
Cancellation of shares	(45)	—	—	—	—	—	—
Purchase of treasury shares	(80)	—	—	—	—	(545)	(545)
Net income	—	—	—	—	12,612	—	12,612
BALANCE, December 31, 2005	29,809	$ 30	$ 172,857	$ (3,939)	$ 16,918	$ (945)	$ 184,921

The accompanying notes are an integral part of these consolidated financial statements.

U.S CONCRETE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CASH FLOWS
(in thousands)

	Year Ended December 31		
	2005	2004	2003
CASH FLOWS FROM OPERATING ACTIVITIES:			
Net income (loss)	$ 12,612	$ (10,539)	$ 10,303
Adjustments to reconcile net income (loss) to net cash provided by operating activities:			
Deferred gain on termination of interest rate swaps	2,024	—	—
Loss on early extinguishment of debt	—	28,781	—
Depreciation, depletion and amortization	13,591	12,669	12,441
Debt issuance cost amortization	1,302	1,355	1,930
Net (gain) loss on sale of assets	175	25	(60)
Deferred income taxes	6,584	(2,656)	8,445
Provision for doubtful accounts	1,689	1,040	931
Provision to write down inventories	—	—	1,137
Stock-based compensation	1,722	1,166	216
Changes in assets and liabilities, excluding effects of acquisitions:			
Accounts receivable	(14,733)	(4,345)	(4,242)
Inventories	(2,240)	(1,981)	1,086
Prepaid expenses and other current assets	(1,847)	4,182	(565)
Other assets and liabilities, net	(645)	1,393	(2,358)
Accounts payable and accrued liabilities	20,995	3,333	(2,572)
Net cash provided by operating activities	41,229	34,423	26,692
CASH FLOWS FROM INVESTING ACTIVITIES:			
Purchases of properties, plant and equipment	(17,966)	(10,447)	(13,287)
Payments for acquisitions, net of cash received of $0, $0 and $1,081	(41,204)	(1,592)	(5,814)
Payment of direct costs in connection with acquisitions	—	(162)	(164)
Proceeds from disposals of properties, plant and equipment	713	608	2,587
Other investing activities	(106)	(4)	(581)
Net cash used in investing activities	(58,563)	(11,597)	(17,259)
CASH FLOWS FROM FINANCING ACTIVITIES:			
Proceeds from borrowings	—	264,000	—
Repayments of borrowings	(448)	(219,039)	(6,769)
Proceeds from issuances of common stock	2,274	1,373	867
Common stock issuance costs	—	—	(36)
Purchase of treasury shares	(545)	(400)	—
Debt retirement costs	—	(25,851)	—
Debt issuance costs	—	(10,313)	(1,069)
Net cash provided by (used in) financing activities	1,281	9,770	(7,007)
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	(16,053)	32,596	2,426
CASH AND CASH EQUIVALENTS AT BEGINNING OF PERIOD	39,707	7,111	4,685
CASH AND CASH EQUIVALENTS AT END OF PERIOD	$ 23,654	$ 39,707	$ 7,111
Supplemental Disclosure of Cash Flow Information:			
Cash paid for interest	$ 17,379	$ 14,428	$ 15,374
Cash paid for income taxes	$ 963	$ 279	$ 303
Supplemental Disclosure of Noncash Investing and Financing Activities:			
Additions to properties, plant and equipment from exchanges	$ —	$ 788	$ —
Assumption of capital leases in acquisition of a business	$ 2,053	$ —	$ —
Common stock and stock options issued in connection with acquisitions and contingent consideration	$ —	$ 538	$ 4,480
Common stock received in settlement	$ —	$ 1,000	$ —
Exchange of stock options for restricted stock	$ —	$ —	$ 1,374

The accompanying notes are an integral part of these consolidated financial statements.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Operations

U.S. Concrete, Inc., a Delaware corporation, provides ready-mixed concrete and related concrete products and services to the construction industry in several major markets in the United States. U.S. Concrete is a holding company and conducts its businesses through its consolidated subsidiaries.

Basis of Presentation

The consolidated financial statements consist of the accounts of U.S. Concrete and its wholly owned subsidiaries. All significant intercompany account balances and transactions have been eliminated. U.S. Concrete has made certain reclassifications to prior period amounts to conform to the current period presentation. These reclassifications did not have an impact on U.S. Concrete's financial position, results of operations or cash flows.

Cash and Cash Equivalents

U.S. Concrete records as cash equivalents all highly liquid investments having maturities of three months or less at the date of purchase. Cash held as collateral or escrowed for contingent liabilities is included in other current and noncurrent assets based on the expected release date of the underlying obligation.

Inventories

Inventories consist primarily of cement and other raw materials, precast products, building materials and repair parts that U.S. Concrete holds for sale or use in the ordinary course of business. U.S. Concrete uses the first-in, first-out method to value inventories at the lower of cost or market.

U.S Concrete provides reserves for estimated obsolescence or unmarketable inventory equal to the difference between the cost of inventory and its estimated net realizable value using assumptions about future demand for those products and market conditions. If actual market conditions are less favorable than those projected by management, additional inventory reserves may be required.

Prepaid Expenses

Prepaid expenses primarily include amounts U.S. Concrete has paid for insurance, licenses, taxes, rent and maintenance contracts. It expenses or amortizes all prepaid amounts as used or over the period of benefit, as applicable.

Properties, Plant and Equipment, Net

U.S. Concrete states properties, plant and equipment at cost and uses the straight-line method to compute depreciation of these assets other than mineral deposits over the following estimated useful lives: buildings and land improvements, from 10 to 40 years; machinery and equipment, from 10 to 30 years; mixers, trucks and other vehicles, from six to 12 years; and other, from three to 10 years. For some of its assets, U.S. Concrete uses an estimate of the asset's salvage value at the end of its useful life to reduce the cost of the asset which is subject to depreciation. Salvage values generally approximate 10% of the asset's original cost. U.S. Concrete capitalizes leasehold improvements on properties held under operating leases and amortizes these costs over the lesser of their estimated useful lives or the applicable lease term. Depletion of the related mineral deposits is computed on the basis of the estimated quantity of recoverable raw materials.

U.S. Concrete expenses maintenance and repair costs when incurred and capitalizes and depreciates expenditures for major renewals and betterments that extend the useful lives of its existing assets. When U.S. Concrete retires or disposes of properties, plant or equipment, it removes the related cost and accumulated depreciation from its accounts and reflects any resulting gain or loss in its statements of operations.

U.S. Concrete evaluates the recoverability of its long-lived assets and certain identifiable intangibles for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. Recoverability of assets is measured by comparing the carrying amount of an asset to future undiscounted net cash flows expected to be generated by the asset. Such evaluations for impairment are significantly impacted by estimates of future prices for the Company's products, capital needs, economic trends in the construction sector and other factors. If such assets are considered to be impaired, the impairment to be recognized is measured by the amount by which the carrying amount of the assets exceeds their fair value. Assets to be disposed of by sale are reflected at the lower of their carrying amount or fair value less cost to sell.

Goodwill and Other Intangible Assets

Intangible assets acquired in business combinations consist primarily of goodwill and covenants not-to-compete. Goodwill represents the amount by which the total purchase price U.S. Concrete has paid to acquire businesses accounted for as purchases exceeds the estimated fair value of the net assets acquired. U.S. Concrete tests goodwill for impairment annually and charges income for any impairment recognized, but goodwill is not otherwise amortized.

Intangible assets with definite lives consists principally of covenants not-to-compete established with former owners and other key management personnel in business combinations and are amortized over the period that U.S. Concrete believes best reflects the period in which the economic benefits will be consumed. Intangible assets with definite lives are evaluated for recoverability when events or circumstances indicate that these assets might be impaired. U.S. Concrete tests these assets for impairment by comparing its respective carrying value to estimates of the sum of the future undiscounted net cash flows expected to result from the asset. If the carrying amount of the asset exceeds the sum of the undiscounted net cash flows, an impairment loss is recognized based on the amount by which the carrying value exceeds the fair value of the asset. See Note 2 for further discussion of goodwill and other intangibles.

Debt Issue Costs

U.S. Concrete amortizes debt issue costs related to its revolving credit facility and senior subordinated notes as interest expense over the scheduled maturity period of the debt. Unamortized debt issuance costs were $7.6 million as of December 31, 2005 and $8.9 million as of December 31, 2004. U.S. Concrete includes those unamortized costs in other assets.

Allowance for Doubtful Accounts

U.S. Concrete provides an allowance for accounts receivable it believes it may not collect in full. A provision for bad debt expense recorded to selling, general and administrative expenses increases the allowance. Accounts receivable are written off when U.S. Concrete determines the receivable will not be collected. Accounts receivable that U.S. Concrete writes off its books decrease the allowance. U.S. Concrete determines the amount of bad debt expense it records each period and the resulting adequacy of the allowance at the end of each period by using a combination of its historical loss experience, a customer-by-customer analysis of its accounts receivable balances each period and subjective assessments of its bad debt exposure. The allowance for doubtful accounts balance was $3.5 million as of December 31, 2005 and $2.3 million as of December 31, 2004.

Sales and Expenses

U.S. Concrete derives substantially all its sales from the production and delivery of ready-mixed concrete, other onsite products and related building materials. It recognizes sales when products are delivered. Amounts billed to customers for delivery costs are classified as a component of total revenues and the related delivery costs (excluding depreciation) are classified as a component of total cost of goods sold. Cost of goods sold consists primarily of product costs and operating expenses (excluding depreciation, depletion and amortization). Operating expenses consist primarily of wages, benefits, insurance and other expenses attributable to plant operations, repairs and maintenance and delivery costs. Selling expenses consist primarily of sales commissions, salaries of sales managers, travel and entertainment expenses and trade show expenses. General and administrative expenses consist primarily of executive and administrative compensation and benefits, office rent, utilities, communication and technology expenses, provision for doubtful accounts and professional fees.

Insurance Programs

U.S. Concrete maintains third-party insurance coverage in amounts and against the risks it believes are reasonable. Under its insurance programs in effect since July 2001, U.S. Concrete shares the risk of loss with its insurance underwriters by maintaining high deductibles subject to aggregate annual loss limitations. U.S. Concrete's deductible retentions per occurrence for auto and general liability insurance programs were $0.5 million in 2005, 2004 and 2003, and for its worker's compensation insurance program was $1.0 million in 2005, 2004 and 2003. In connection with these automobile and general liability and workers' compensation insurance programs, U.S. Concrete has entered into standby letter of credit agreements totaling $14.1 million at December 31, 2005. U.S. Concrete funds its deductibles and records an expense for losses it expects under the programs. U.S. Concrete determines expected losses using a combination of its historical loss experience and subjective assessments of its future loss exposure. The estimated losses are subject to uncertainty from various sources, including changes in claim reporting patterns, claim settlement patterns, judicial decisions, legislation and economic conditions. The amounts accrued for self-insured claims were $9.7 million as of December 31, 2005 and $8.7 million as of December 31, 2004. U.S. Concrete includes those accruals in accrued liabilities.

Asset Retirement Obligations

SFAS No. 143 requires that the fair value of a liability for an asset retirement obligation be recognized in the period in which it is incurred if a reasonable estimate of fair value can be made. The fair value of the liability is added to the carrying amount of the associated asset, and this additional carrying amount is amortized over the life of the asset. The liability is accreted at the end of each reporting period through charges to operating expenses. If the obligation is settled for other than the carrying amount of the liability, the Company will recognize a gain or loss on settlement. Asset retirement obligations accrued at December 31, 2005 and 2004 were not material.

Income Taxes

U.S. Concrete uses the liability method of accounting for income taxes. Under this method, it records deferred income taxes based on temporary differences between the financial reporting and tax bases of assets and liabilities and uses enacted tax rates and laws that U.S. Concrete expects will be in effect when it recovers those assets or settles those liabilities, as the case may be, to measure those taxes. U.S. Concrete records a valuation allowance to reduce the deferred tax assets to the amount that is more likely than not to be realized. As of December 31, 2005 and December 31, 2004, no valuation allowances were recorded.

Derivative Instruments

U.S. Concrete recognizes derivatives as either assets or liabilities in its consolidated balance sheets and measures those instruments at fair value. In April 2004, U.S. Concrete entered into interest rate swap agreements which represented fair value hedges. U.S. Concrete's objective for holding these derivatives was to balance its exposure to the fixed and variable interest rate markets. In accordance with SFAS No. 133, "Accounting for Derivative Instruments and Hedging Activities," these hedges were considered perfectly effective, and no net gain or loss was recorded for changes in fair value of the interest rate swaps or the related debt. In June 2005, U.S. Concrete terminated these interest rate swap agreements. See Note 8 for a description of U.S. Concrete's derivative financial instruments.

Fair Value of Financial Instruments

The financial instruments of U.S. Concrete consist primarily of cash and cash equivalents, trade receivables, trade payables and long-term debt. U.S. Concrete's management considers the carrying values of cash and cash equivalents, trade receivables, trade payables and the revolving credit facility to be representative of their respective fair values because of their short-term maturities or expected settlement dates. The fair value of U.S. Concrete's long-term debt borrowings at year end was estimated at $200 million in 2005 and $215 million in 2004.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires the use of estimates and assumptions by management in determining the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates. Estimates and assumptions that U.S. Concrete considers significant in the preparation of its financial statements include those related to its allowance for doubtful accounts, realization of goodwill, accruals for self-insurance, income taxes, reserves for inventory obsolescence and the valuation and useful lives of properties, plant and equipment.

Earnings (Loss) Per Share

Basic earnings per share are computed using the weighted average number of common shares outstanding during the year. Diluted earnings per share are computed using the weighted average number of common shares outstanding during the year, but also include the dilutive effect of stock-based incentives and option plans (including stock options and awards of restricted stock).

The following table reconciles the numerator and denominator of the basic and diluted earnings per share during the years ended December 31, 2005, 2004 and 2003 (in thousands, except per share amounts).

	2005	2004	2003
Numerator:			
Net income (loss)	$ 12,612	$ (10,539)	$ 10,303
Denominator:			
Weighted average common shares outstanding-basic	28,655	28,247	28,003
Effect of dilutive stock options and restricted stock	573	—	102
Weighted average common shares outstanding-diluted	29,229	28,247	28,105
Earnings (loss) per share:			
Basic	$ 0.44	$ (0.37)	$ 0.37
Diluted	$ 0.43	$ (0.37)	$ 0.37

For the years ended December 31, stock options and awards covering 0.8 million shares in 2005, 3.7 million shares in 2004 and 3.1 million shares in 2003 were excluded from the computation of diluted earnings (loss) per share because their effect would have been antidilutive.

Comprehensive Income

Comprehensive income represents all changes in equity of an entity during the reporting period, except those resulting from investments by and distributions to stockholders. For each of the three years in the period ended December 31, 2005, no differences existed between the historical consolidated net income and consolidated comprehensive income of U.S. Concrete.

Segment Information

U.S. Concrete has adopted SFAS No. 131, “Disclosures About Segments of an Enterprise and Related Information,” which establishes standards for the manner by which public enterprises are to report information about operating segments in annual financial statements and requires the reporting of selected information about operating segments in interim financial reports issued to stockholders. U.S. Concrete currently aggregates its ready-mixed concrete and concrete related products as one reportable segment. All of its operations, sales and long-lived assets are in the United States.

Stock-based Compensation

Under the requirements of SFAS No. 123, as amended by SFAS No. 148, “Accounting for Stock-Based Compensation-Transition and Disclosure, an amendment of FASB Statement No. 123,” U.S. Concrete accounts for stock option awards in accordance with Accounting Principles Board (“APB”) Opinion No. 25, “Accounting for Stock Issued to Employees” (“APB No. 25”), and its related interpretations. Under APB No. 25, no compensation expense is recognized when the exercise price is greater than or equal to the market price of the underlying common stock on the date of grant. The exercise price per share of each stock option U.S. Concrete awarded during 2005, 2004 and 2003 was greater than or equal to the fair market value of a share of U.S. Concrete’s common stock on the date of grant. See Note 9 for a description of U.S. Concrete’s stock-based compensation plans.

The following table reflects pro forma net income (loss) and earnings (loss) per share implications if the fair value method of SFAS No. 123 had been applied to all awards that vested during the years ended December 31, 2005, 2004 and 2003 (in thousands, except per share amounts):

	2005	2004	2003
Net income (loss)	$ 12,612	$ (10,539)	$ 10,303
Add: Total stock-based employee compensation expense included in reported net income (loss), net of related tax effects	1,050	726	130
Deduct: Total stock-based employee compensation expense determined under fair value method for all awards vested during the year, net of any tax effects	(1,468)	(1,775)	(1,918)
Pro forma net income (loss)	$ 12,194	$ (11,588)	$ 8,515
Earnings (loss) per share:			
Reported basic	$ 0.44	$ (0.37)	$ 0.37
Reported diluted	$ 0.43	$ (0.37)	$ 0.37
Pro forma basic	$ 0.43	$ (0.41)	$ 0.30
Pro forma diluted	$ 0.42	$ (0.41)	$ 0.30

The weighted average fair values of stock options at their grant date for 2005, 2004 and 2003, where the exercise price equaled the market price on the grant date, was $1.94, $1.95 and $1.43, respectively. The estimated fair values for options granted in 2005, 2004 and 2003 were calculated using a Black-Scholes option pricing model, with the following weighted-average assumptions for 2005, 2004 and 2003, respectively: risk-free interest rate of 3.63%, 2.87% and 3.25%; no dividend yield; volatility factor of 0.271, 0.307 and 0.314; and an expected option life of five years.

The weighted average fair value of restricted stock awards at their grant date was $6.93 for 2005 and $6.44 for 2004.

For additional discussion related to stock options, see Note 9.

Recent Accounting Requirements

In November 2004, the Financial Accounting Standards Board (the "FASB") issued SFAS No. 151, "Inventory Costs – An Amendment of ARB No. 43, Chapter 4" ("SFAS No. 151"). SFAS No. 151 clarifies the accounting for abnormal amounts of idle facility expenses, freight, handling costs and wasted material (spoilage), and also requires that the allocation of fixed production overhead be based on the normal capacity of the production facilities. SFAS No. 151 is required to be adopted for fiscal years beginning after June 15, 2005. U.S. Concrete adopted the new rules as of January 1, 2006, with no expected material impact on its consolidated financial position, results of operations or cash flows.

In December 2004, the FASB issued SFAS No. 123R, "Share-Based Payment," which is effective for public companies for interim or annual periods beginning after June 15, 2005 and was initially required to be adopted by U.S. Concrete in its third quarter of fiscal 2005, beginning on July 1, 2005. However, in April 2005, the SEC announced the adoption of a new rule that amends the compliance dates for SFAS No. 123R. Accordingly, U.S. Concrete is adopting SFAS No. 123R effective as of January 1, 2006. SFAS No. 123R will require U.S. Concrete to expense the fair value of its stock option grants and stock purchases under its employee stock purchase plan, rather than disclose the impact on the consolidated net income in the footnotes to its consolidated financial statements. U.S. Concrete will adopt the provisions of this statement using the modified prospective transition method, which will result in U.S. Concrete recognizing its stock option awards as compensation expense for unvested awards as of January 1, 2006 and awards subsequent to that date. U.S. Concrete expects the initial impact of the adoption of SFAS No. 123R will not differ materially from the pro forma effect on net income (loss) and earnings (loss) per share indicated in this Note 1 above for the year ended December 31, 2005. U.S. Concrete also expects the full-year impact of the adoption of SFAS No. 123R on U.S. Concrete's results of operations will not be material. However, the full-year impact will depend on the levels of share-based payments granted in 2006.

In March 2005, the Emerging Issues Task Force ("EITF") reached a consensus on Issue 04-6, "Accounting for Stripping Costs in the Mining Industry" ("EITF 04-6"), that stripping costs incurred after the first saleable minerals are extracted from the mine (i.e., post-production stripping costs) are a component of mineral inventory cost. As a result of this consensus, all post-production stripping costs will be considered variable production costs that should be included in the costs of the inventory produced during the period that the stripping costs are incurred. The guidance in this consensus is effective for financial statements issued for fiscal years beginning after December 15, 2005, with early adoption permitted. U.S. Concrete is adopting EITF 04-6 beginning January 1, 2006. Any capitalized post-production stripping costs will be recognized as an adjustment to beginning retained earnings at that date. At December 31, 2005, U.S. Concrete's capitalized stripping costs were $0.7 million.

In May 2005, the FASB issued SFAS No. 154, "Accounting Changes and Error Corrections." SFAS No. 154 replaces APB Opinion No. 20, "Accounting Changes" and SFAS No. 3, "Reporting Accounting Changes in Interim Financial Statements," and changes the requirements for the accounting for and reporting of a change in accounting principle. SFAS No. 154 applies to all voluntary changes in accounting principles and to changes required in accounting pronouncements when no specific transition provisions are provided. When a pronouncement includes specific transition provisions, those provisions should be followed. SFAS No. 154 is effective for the fiscal periods beginning after December 15, 2005, and U.S. Concrete adopted it beginning on January 1, 2006.

In March 2005, the FASB issued Interpretation No. 47, "Accounting for Conditional Asset Retirement Obligations" ("FIN 47"). FIN 47 requires an entity to recognize a liability for a conditional asset retirement obligation when incurred if the liability can be reasonably estimated. FIN 47 clarifies that the term "conditional asset retirement obligation" refers to a legal obligation to perform an asset retirement activity in which the timing and/or method of settlement are conditioned on a future event that may or may not be within the control of the entity. FIN 47 also clarifies when an entity would have sufficient information to reasonably estimate the fair value of the asset retirement obligation. FIN 47 is effective no later than the end of the fiscal year ending after December 15, 2005. U.S. Concrete adopted FIN 47 in its fiscal year ended December 31, 2005, and the effect of the adoption did not have a material impact on its consolidated financial position, results of operations or cash flows.

2. GOODWILL AND OTHER INTANGIBLE ASSETS

In accordance with SFAS No. 142, "Goodwill and Other Intangible Assets," U.S. Concrete performs an annual impairment test (or more frequently if impairment indicators arise) for goodwill and other intangibles with indefinite lives. U.S. Concrete allocates goodwill to various reporting units to perform its impairment test. SFAS No. 142 requires that the fair value of the reporting unit be compared with its carrying amount on an annual basis to determine if there is a potential impairment. If the fair value of the reporting unit is less than its carrying value, U.S. Concrete would record an impairment loss to the extent of that difference. The impairment test for intangible assets with indefinite lives consists of comparing the fair value of the intangible asset to its carrying amount. If the carrying amount of the intangible asset exceeds its fair value, U.S. Concrete would recognize an impairment. U.S. Concrete bases the fair values of its reporting units on a combination of valuation approaches, including discounted cash flows, multiples of sales and earnings before interest, taxes, depreciation, depletion and amortization and comparisons of recent transactions. In the fourth quarter of each of 2005, 2004 and 2003, U.S. Concrete conducted its annual valuation test and determined it was not required to recognize any goodwill impairment. As of December 31, 2005 and 2004, U.S. Concrete had no intangible assets with indefinite lives other than goodwill.

The changes in the carrying amount of goodwill for 2005 and 2004 were as follows (in thousands):

Balance at January 1, 2004	$	165,226
Acquisition		1,418
Balance at December 31, 2004		166,644
Acquisitions		15,177
Balance at December 31, 2005	$	181,821

Intangible assets with definite lives consist principally of covenants not-to-compete established in business combinations and are recorded in other non-current assets. Covenants not-to-compete are amortized ratably over the life of the agreement, which is generally five years. Aggregate amortization expense associated with covenants not-to-compete was $0.1 million for the year ended December 31, 2005 and nil for 2004. Amortization expense associated with U.S. Concrete's covenants not-to-compete at December 31, 2005, is expected to be $0.6 million in each of 2006, 2007, 2008 and 2009, and $0.4 million in 2010.

The changes in the carrying amount of the other intangible assets for 2005 and 2004 were as follows (in thousands):

Balance at January 1, 2004	$	—
Covenant not-to-compete, net of accumulated amortization of $0		560
Balance at December 31, 2004		560
Covenant not-to-compete, net of accumulated amortization of $121		2,123
Balance at December 31, 2005	$	2,683

3. BUSINESS COMBINATIONS

In December 2005, U.S. Concrete acquired substantially all of the operating assets of Go-Crete and South Loop Development Corporation, which produce and deliver ready-mixed concrete from six plants and mine sand and gravel from a quarry in the greater Dallas/Fort Worth, Texas market for approximately $27.5 million, comprised of cash of $26.0, deferred purchase price of $1.3 million and transaction costs of $0.2 million. The purchase price has been allocated to the fair value of the properties and equipment of $21.2 million, identifiable intangibles of $0.6 million, net current assets of $0.2 million (net of current liabilities of $7.4 million), capital lease obligations of $2.1 million and goodwill of $7.6 million in the accompanying consolidated balance sheet as of December 31, 2005.

In November 2005, U.S. Concrete acquired substantially all the operating assets, including real property, of City Concrete Company, City Concrete Products, Inc. and City Transports, Inc., which produce and deliver ready-mixed concrete from five plants in the greater Memphis, Tennessee and northern Mississippi area, for approximately $14.3 million in cash and transaction costs of $0.1 million. The purchase price has been allocated to the fair value of the properties and equipment of $5.5 million, identifiable intangibles of $1.7 million, current assets of $0.3 million, and goodwill of $6.8 million in the accompanying consolidated balance sheet as of December 31, 2005.

In January 2005, U.S. Concrete acquired substantially all the ready-mixed concrete assets of Ed Adams d/b/a Adams Redi-Mix Company located in the Knoxville, Tennessee area. The purchase price was approximately $1.0 million in cash. The purchase price has been allocated to the fair value of the properties and equipment of $0.3 million and goodwill of $0.7 million in the accompanying consolidated balance sheet as of December 31, 2005.

In December 2004, U.S. Concrete completed the acquisition of Riefkohl Contracting LLC, which provides precast concrete installation services in the greater Phoenix, Arizona market. The purchase price was approximately $2.2 million, comprised of $1.7 million in cash, and 73,489 shares of U.S. Concrete common stock (valued at $0.5 million). The purchase price has been allocated to the fair value of properties and equipment of $0.2 million, identifiable intangibles of $0.6 million, net current assets of $0.1 million (net of other current liabilities of $0.6 million) and goodwill of $1.4 million in the accompanying consolidated balance sheet as of December 31, 2004.

4. SETTLEMENTS

In 2003, U.S. Concrete asserted a legal claim against two former owners of a U.S. Concrete subsidiary for indemnification under an acquisition agreement for breach of representations made by the former owners in the acquisition agreement. Those prior owners provided U.S. Concrete with indemnification consideration of $2.0 million to settle the claim, consisting of cash, the return of U.S. Concrete common stock and other assets. U.S. Concrete recorded the receipt of that consideration as other income in the fourth quarter of 2003. Receivables of $0.8 million in cash and $0.2 million in other assets were included in other current receivables and other assets as of December 31, 2003. A receivable of $1.0 million in U.S. Concrete common stock was reflected as a reduction in stockholders' equity as of December 31, 2003. In 2004, U.S. Concrete received and cancelled approximately 144,000 shares of its common stock related to this settlement.

5. INVENTORIES

Inventory consists of the following (in thousands):

	December 31	
	2005	2004
Raw materials	$ 9,396	$ 8,114
Precast products	6,692	6,003
Building materials for resale	4,991	3,934
Repair parts	2,598	2,034
	$ 23,677	$ 20,085

During the third quarter of 2003, U.S. Concrete identified an inventory overstatement at one of its subsidiaries. As a result, U.S. Concrete reduced inventory by $2.5 million to account for this overstatement in the third quarter of 2003. Since the impact to U.S. Concrete's 2001 and 2002 annual financial statements was not material, U.S. Concrete recorded an increase of $1.1 million, or $0.7 million net of tax, to cost of goods sold in the third quarter of 2003. The cost of goods sold, properly reflected in the respective prior periods, would have decreased annual net income for 2001 by $0.2 million and increased the annual net loss for 2002 by $0.5 million. U.S. Concrete reflected the remaining $1.4 million of the overstatement, which related to the acquisition date, as a $0.8 million increase in goodwill and a $0.6 million increase in deferred tax assets as of December 31, 2003 (see Note 2 for discussion).

6. PROPERTIES, PLANT AND EQUIPMENT

A summary of properties, plant and equipment is as follows (in thousands):

	December 31	
	2005	2004
Land and mineral deposits	$ 42,189	$ 34,760
Buildings and improvements	15,018	10,194
Machinery and equipment	76,596	61,269
Mixers, trucks and other vehicles	74,633	61,125
Other, including construction in progress	6,576	5,213
	215,012	172,561
Less: accumulated depreciation and depletion	(65,375)	(53,813)
	$ 149,637	$ 118,748

As of December 31, the carrying amounts of mineral deposits were $15.2 million in 2005 and $10.4 million in 2004.

7. DETAIL OF CERTAIN BALANCE SHEET ACCOUNTS

Activity in U.S. Concrete's allowance for doubtful accounts receivable consists of the following (in thousands):

	December 31		
	2005	2004	2003
Balance, beginning of period	$ 2,292	$ 4,639	$ 4,497
Additions from acquisitions	—	—	83
Provision for doubtful accounts	1,689	1,040	931
Uncollectible receivables written off, net of recoveries	(479)	(3,387)	(872)
Balance, end of period	$ 3,502	$ 2,292	$ 4,639

Other current assets consist of the following (in thousands):

	December 31	
	2005	2004
Interest receivable	$ 32	$ 440
Receivables from suppliers	2,582	4,350
Other current receivables	2,341	1,306
Other current assets	869	1,285
	$ 5,824	$ 7,381

Accrued liabilities consist of the following (in thousands):

	December 31	
	2005	2004
Accrued compensation and benefits	$ 6,851	$ 3,451
Accrued interest	4,243	4,281
Accrued income taxes	2,376	234
Accrued insurance	9,730	8,658
Other	14,269	9,366
	$ 37,469	$ 25,990

8. DEBT AND DERIVATIVE FINANCIAL INSTRUMENTS

A summary of debt and capital leases is as follows (in thousands):

	December 31	
	2005	2004
8 3/8% senior subordinated notes due 2014 (1)	$ 200,000	$ 200,777
Capital leases	1,571	—
	201,571	200,777
Less: current maturities of capital leases	1,126	—
	$ 200,445	$ 200,777

(1) The carrying amount of the notes includes a $0.8 million mark-to-market adjustment at December 31, 2004 for the fair value of interest rate swaps. A corresponding amount is included in other assets.

At December 31, 2005, there were no borrowings under U.S. Concrete's senior secured credit facility and no maturities of its long-term debt until 2014, other than capital leases which mature in 2007.

Senior Secured Credit Facility

On March 12, 2004, U.S. Concrete entered into a senior secured credit facility under which it initially borrowed $64 million to retire debt outstanding under its prior senior credit facility and to pay related transaction fees. It prepaid this borrowing on March 31, 2004 with the proceeds from its sale of its 8 3/8% senior subordinated notes described below. At December 31, 2004 and 2005, the facility consisted of a $105 million revolving credit facility, with borrowings limited based on a portion of the net amounts of eligible accounts receivable, inventory and mixer trucks. The facility matures in March 2009. At December 31, 2005, borrowings under the facility would have borne annual interest at the Eurodollar-based rate ("LIBOR") plus 2.25% or the domestic rate plus 0.75%. The interest rate margins will vary inversely with the amount of unused borrowing capacity available under the facility. Commitment fees at an annual rate of 0.375% are payable on the unused portion of the facility.

The credit agreement relating to the facility provides that the administrative agent may, on the bases specified, reduce the amount of the available credit from time to time. At December 31, 2005, the amount of the available credit was approximately $86.4 million, net of outstanding letters of credit of $14.1 million.

U.S. Concrete's subsidiaries have jointly and severally, and fully and unconditionally, guaranteed the repayment of all amounts owing under the senior secured credit facility. In addition, U.S. Concrete collateralized the facility with the capital stock of its subsidiaries, excluding minor subsidiaries without operations or material assets, and substantially all the assets of those subsidiaries, excluding most of the assets of the aggregate quarry in northern New Jersey. The credit agreement contains covenants restricting, among other things, prepayment or redemption of subordinated notes, distributions, dividends and repurchases of capital stock and other equity interests, acquisitions and investments, mergers, asset sales other than in the ordinary course of business, indebtedness, liens, changes in business, changes to charter documents and affiliate transactions. The credit agreement limits capital expenditures to 5% of consolidated revenues in the prior 12 months. It will require U.S. Concrete to maintain a minimum fixed charge coverage ratio of 1.0 to 1.0 on a rolling 12-month basis if the available credit under the credit facility falls below $15 million. The credit agreement provides that specified change of control events would constitute events of default under the agreement.

Senior Subordinated Notes

On March 31, 2004, U.S. Concrete issued and sold, through a private placement, $200 million of 8 3/8% senior subordinated notes due April 1, 2014. Interest on these notes is payable semiannually on April 1 and October 1 of each year. U.S. Concrete used the net proceeds of this financing to redeem its prior 12% senior subordinated notes and prepay the outstanding debt under its new credit facility. U.S. Concrete paid $122.5 million to redeem its prior 12% senior subordinated notes, including a prepayment premium of $25.9 million, plus all accrued and unpaid interest through the redemption date of $1.6 million.

As a result of the March 2004 refinancing, U.S. Concrete recognized an ordinary loss on early extinguishment of debt of $28.8 million, which consisted of the $25.9 million in premium payments and a write-off of $2.9 million of debt issuance costs associated with all the debt repaid.

All the subsidiaries of U.S. Concrete, excluding minor subsidiaries, have jointly and severally and fully and unconditionally guaranteed the repayment of the 8 3/8% senior subordinated notes. U.S. Concrete directly or indirectly owns 100% of each subsidiary guarantor. Separate financial statements of the subsidiary guarantors are not provided because U.S. Concrete has no independent assets or operations, the guarantees are full and unconditional and joint and several, and the non-guarantor subsidiaries are minor. There are no significant restrictions on the ability of U.S. Concrete or any guarantor to obtain funds from its subsidiaries by dividend or loan.

The indenture governing the notes limits the ability of U.S. Concrete and its subsidiaries to pay dividends or repurchase common stock, make certain investments, incur additional debt or sell preferred stock, create liens, merge or transfer assets. At any time prior to April 1, 2007, U.S. Concrete may redeem up to 35% of the aggregate principal amount of the notes at a redemption price of 108.375% of their principal amount, plus accrued interest, with the net cash proceeds from certain equity offerings. In addition, after March 31, 2009, U.S. Concrete may redeem all or a part of the notes at a redemption price of 104.188% in 2009, 102.792% in 2010, 101.396% in 2011 and 100% in 2012 and thereafter. The indenture requires U.S. Concrete to redeem the subordinated notes from the proceeds of certain asset sales that are not reinvested in the business or used to pay senior debt and on the occurrence of a change of control. U.S. Concrete's senior secured credit agreement prohibits these redemptions.

Interest Rate Swaps

Effective April 16, 2004, U.S. Concrete entered into interest rate swap agreements that had the economic effect of modifying the interest obligations associated with $70 million of its 8 3/8% senior subordinated notes, such that the interest payable on these notes effectively became variable based on the six-month LIBOR rate, set on April 1 and October 1 of each year. U.S. Concrete terminated these interest rate swap agreements in June 2005. The swaps had been designated as fair-value hedges and had no ineffective portion. The notional amounts of the swaps matched the principal amounts of the hedged portion of the senior subordinated notes, and the termination dates of the swaps matched the maturity date of the notes. As a result of the swaps, the interest rate on the hedged portion of the notes was LIBOR plus 3.16%. The swap agreements were marked to market each quarter, with a corresponding mark-to-market adjustment reflected as either a discount or premium on the notes. Because the swap agreements were considered an effective fair-value hedge, there was no effect on U.S. Concrete's results of operations from the mark-to-market adjustment while they were in effect. Upon termination of these interest rate swap agreements, U.S. Concrete received $2.2 million in cash as settlement proceeds. U.S. Concrete has included the cash proceeds in "changes in operating assets and liabilities, excluding effects of acquisitions" within the Consolidated Statements of Cash Flows. U.S. Concrete has recorded the cash received against the fair values of the respective agreements and is amortizing the resulting net gain of $2.0 million over the remaining life of the underlying debt instruments as an adjustment to interest expense. At December 31, 2005, there were no interest rate swap agreements outstanding. The interest rate swap agreements reduced U.S. Concrete's interest expense by approximately $0.5 million ($0.3 million, net of tax) in 2005 and $1.4 million ($0.9 million, net of tax) in 2004.

9. STOCKHOLDERS' EQUITY

Common Stock and Preferred Stock

The following table presents information regarding U.S. Concrete's common stock (in thousands):

	December 31	
	2005	**2004**
Shares authorized	60,000	60,000
Shares outstanding at end of period	29,809	29,344
Shares held in treasury	139	59

U.S. Concrete is authorized to issue 10,000,000 shares of preferred stock, $0.001 par value, of which none were issued or outstanding as of December 31, 2005 and 2004.

Restricted Stock

Shares of restricted common stock issued under U.S. Concrete's 1999 Incentive Plan and 2001 Employee Incentive Plan are subject to restrictions on transfer and certain other conditions. On issuance of the stock, an unamortized compensation expense equivalent to the market value of the shares on the date of grant is charged to stockholders' equity and is amortized over the restriction period. During the restriction period, the holders of restricted shares are entitled to vote and receive dividends, if any, on those shares.

During the first quarter of 2003, U.S. Concrete awarded to certain key employees approximately 98,000 restricted shares of its common stock, at a total valued at $0.4 million. These awards vest on the fifth anniversary from the date of grant.

In the third quarter of 2003, U.S. Concrete offered eligible employees the opportunity to exchange certain outstanding stock options for shares of restricted stock. In September 2003, U.S. Concrete accepted for exchange and canceled eligible options to purchase an aggregate of approximately 859,000 shares of its common stock, representing approximately 93% of the approximately 922,000 options that were eligible to be tendered in the offer as of the expiration date. Under the offer, U.S. Concrete granted an aggregate of approximately 286,000 restricted shares of its common stock, or approximately $1.4 million in value, in exchange for the tendered eligible options. The value of this stock was established by the market price on the date of the grant and was recorded as a reduction in stockholders' equity on the consolidated balance sheet. This restricted deferred compensation reflected as stock issuance requires U.S. Concrete to recognize a noncash stock compensation charge of approximately $0.5 million per year over the three-year vesting period of the restricted stock. Of the eligible options subject to the offer, approximately 63,000 options were not exchanged. Of those options, as of December 31, 2005, approximately 47,000 remained outstanding and will be accounted for under variable plan accounting in accordance with APB No. 25. The weighted average exercise price of these remaining eligible options is approximately $8.12. In the future, to the extent that U.S. Concrete's stock price exceeds an option's exercise price, the difference will be recorded as a noncash compensation charge, with an offset to additional paid-in capital.

During the years ended December 31, U.S. Concrete awarded approximately 244,000 shares in 2005 and 467,000 shares in 2004 of restricted stock under the plans to employees and retired employees, at a total value of $1.7 million in 2005 and $2.8 million in 2004, as part of the 2005 and 2004 annual grant or as grants issued for promotions and new hires. The awards are subject to vesting requirements. The value of this stock was established by the market price on the date of grant and was recorded as deferred compensation. The deferred compensation is reflected as a reduction in stockholders' equity on the consolidated balance sheet and is being amortized ratably over the applicable restricted stock vesting period of four years.

During the years ended December 31, approximately 45,000 shares of restricted stock were cancelled in 2005 and 26,000 shares of restricted stock were canceled in 2004. There were no such cancellations during 2003.

As of December 31, the outstanding shares of restricted stock totaled approximately 722,000 in 2005 and approximately 816,000 in 2004. U.S. Concrete recognized stock-based compensation expense of approximately $1.7 million ($1.1 million, net of tax) in 2005, $1.2 million ($0.7 million, net of tax) in 2004 and $0.2 million ($0.1 million, net of tax) in 2003.

Treasury Stock

Employees may elect to satisfy their tax obligations on the vesting of their restricted stock by having U.S. Concrete make the required tax payments and withhold a number of vested shares having a value on the date of vesting equal to the tax obligation. As a result of such employee elections, during the years ended December 31, U.S. Concrete withheld approximately 80,000 shares at a total value of $0.5 million in 2005 and approximately 42,000 shares at a total value of $0.3 million in 2004, and those shares were accounted for as treasury stock. In 2004, U.S. Concrete also purchased 16,551 shares of its common stock in private transactions from its chief executive officer and chief operating officer at a total value of $0.1 million. All shares were accounted for as treasury stock.

Stock Options

U.S. Concrete's 1999 Incentive Plan and 2001 Employee Incentive Plan enable U.S. Concrete to grant nonqualified and incentive options, restricted stock, stock appreciation rights and other long-term incentive awards to employees and nonemployee directors of U.S. Concrete and nonemployee consultants and other independent contractors who provide services to U.S. Concrete (except that no officers or directors of U.S. Concrete are eligible to participate in the 2001 Employee Incentive Plan). Option grants under these plans generally vest over a four-year period and expire if not exercised prior to the tenth anniversary following the grant date. The approximate number of shares available for awards under these plans was 1.9 million as of December 31, 2005 and 2004, and 2.1 million as of December 31, 2003. The board of directors of U.S. Concrete may, in its discretion, grant additional awards or establish other compensation plans.

The following tables set forth certain stock option information (shares in thousands):

	Number of Options	Weighted-Average Exercise Price
Options outstanding at December 31, 2002	4,094	$ 7.22
Granted	125	4.58
Exercised	—	—
Canceled	(1,119)	7.80
Options outstanding at December 31, 2003	3,100	$ 6.90
Granted	85	6.85
Exercised	(78)	6.38
Canceled	(226)	6.66
Options outstanding at December 31, 2004	2,881	$ 6.93
Granted	60	6.23
Exercised	(192)	6.99
Canceled	(83)	6.84
Options outstanding at December 31, 2005	2,666	$ 6.92
Options exercisable at December 31, 2003	1,796	$ 7.16
Options exercisable at December 31, 2004	2,237	$ 7.08
Options exercisable at December 31, 2005	2,449	$ 6.98

Range of Exercise Prices	Number of Outstanding Options	Weighted-Average Remaining Years of Contractual Life	Weighted-Average Exercise Price	Number of Exercisable Options	Weighted-Average Exercise Price
$4.08 - $6.23	165	3.5	$ 5.19	156	$ 5.21
$6.24 - $6.99	1,014	5.9	6.34	806	6.35
$7.00 - $8.75	1,487	4.3	7.50	1,487	7.50
	2,666			2,449	

See Note 1 for pro forma disclosure of net income (loss) and earnings (loss) per share under SFAS No. 123.

Employee Stock Purchase Plan

In January 2000, U.S. Concrete's board of directors adopted, and its stockholders approved, the U.S. Concrete 2000 Employee Stock Purchase Plan (the "ESPP"). The ESPP is intended to qualify as an "employee stock purchase plan" under Section 423 of the Internal Revenue Code of 1986. All U.S. Concrete personnel employed for at least 20 hours per week and five months per calendar year are eligible to participate in the ESPP. For any offering period ending on or prior to December 31, 2005, eligible employees electing to participate were granted the right to purchase shares of U.S. Concrete common stock at a price generally equal to 85% of the lower of the fair market value of a share of U.S. Concrete common stock on the first or last day of the offering period. For any offering period beginning on or after January 1, 2006, eligible employees electing to participate will be granted the right to purchase shares of U.S. Concrete common stock at a price equal to 85% of the fair market value of a share of U.S. Concrete common stock on the last day of the offering period. U.S. Concrete issued approximately 154,000 shares in 2005, 149,000 shares in 2004, and 265,000 shares in 2003.

10. INCOME TAXES

U.S. Concrete's consolidated federal and state tax returns include the results of operations of acquired businesses from their dates of acquisition.

A reconciliation of U.S. Concrete's effective income tax rate to the amounts calculated by applying the federal statutory corporate tax rate of 35% during the years ended December 31, 2005, 2004 and 2003 is as follows (in thousands):

	2005	2004	2003
Tax at statutory rate	$ 7,257	$ (5,921)	$ 5,452
Add (deduct):			
State income taxes	760	253	262
Manufacturing deduction	(102)	—	—
Settlement income	—	(298)	(700)
Tax audit settlement	—	(136)	—
Tax credits	—	(238)	—
Other	206	(37)	260
Income tax provision (benefit)	$ 8,121	$ (6,377)	$ 5,274
Effective income tax rate	39.2%	37.7%	33.9%

The amounts of consolidated federal and state income tax provision (benefit) during the years ended December 31, 2005, 2004 and 2003 are as follows (in thousands):

	2005	2004	2003
Current:			
Federal	1,097	$ (3,769)	$ (2,337)
State	440	48	(834)
	1,537	(3,721)	(3,171)
Deferred:			
Federal	6,190	$ (2,273)	$ 7,209
State	394	(383)	1,236
	6,584	(2,656)	8,445
Total provision (benefit)	$ 8,121	$ (6,377)	$ 5,274

Deferred income tax provisions result from temporary differences in the recognition of expenses for financial reporting purposes and for tax reporting purposes. U.S. Concrete presents the effects of those differences as deferred income tax liabilities and assets, as follows (in thousands):

	December 31	
	2005	2004
Deferred income tax liabilities:		
Properties, plant and equipment, net	21,022	$ 21,014
Other	19	93
Total deferred tax liabilities	21,041	21,107
Deferred income tax assets:		
Goodwill and other intangibles	4,302	7,298
Receivables	1,084	900
Inventory	718	566
Accrued insurance	3,420	3,550
Other accrued expenses	1,790	1,724
Net operating loss carryforwards	296	3,978
Other	240	484
Total deferred tax assets	11,850	18,500
Net deferred tax liabilities	9,191	2,607
Current deferred tax assets	6,750	10,293
Long-term deferred income tax liabilities	$ 15,941	$ 12,900

As of December 31, U.S. Concrete had federal income tax receivables of approximately $0.6 million in 2005 and $4.4 million in 2004, which are currently classified in other current assets.

In assessing the value of deferred tax assets at December 31, 2004 and 2005, U.S. Concrete considered whether it was more likely than not that some or all of the deferred tax assets would not be realized. The ultimate realization of deferred tax assets depends on the generation of future taxable income during the periods in which those temporary differences become deductible. U.S. Concrete considers the scheduled reversal of deferred tax liabilities, projected future taxable income and tax planning strategies in making this assessment. Based on these considerations, U.S. Concrete determined that its deferred tax assets would be realized and a valuation allowance was not required at December 31, 2005 and 2004.

The American Jobs Creation Act of 2004, which was enacted on October 22, 2004, makes a number of changes to the income tax laws which will affect U.S. Concrete in future years, the most significant of which is a new deduction for qualifying domestic production activities.

11. RELATED-PARTY TRANSACTIONS

On completion of its initial public offering, U.S. Concrete entered into new facilities leases, or extended existing leases, with former stockholders or affiliates of former stockholders of Central Concrete Supply Co., Inc. and Eastern Concrete Materials, Inc. (formerly known as Baer Concrete, Incorporated). Those leases generally provide for initial lease terms of 15 to 20 years, with one or more extension options U.S. Concrete may exercise. The following summarizes the current annual rentals U.S. Concrete must pay during the initial lease terms:

Locations:	Number of Facilities	Aggregate Annual Rentals (in thousands)
Central	2	$ 324
Eastern	2	$ 266

U.S. Concrete believes the rentals it must pay under each of these leases are at fair market rates. William T. Albanese, a former owner of Central, and Thomas J. Albanese, a former owner of Central, are executive officers of U.S. Concrete, and Michael D. Mitschele, the former owner of Eastern, was an executive officer of U.S. Concrete until June 1, 2005.

Central sold concrete products to a company owned by a cousin of William T. Albanese and Thomas J. Albanese totaling approximately $14.0 million in 2005, $11.0 million in 2004 and $9.6 million in 2003. U.S. Concrete believes the amounts it received for the concrete products were fair and substantially equivalent to amounts it would have received from an unaffiliated third party.

Central paid a company owned by a cousin of William T. Albanese and Thomas J. Albanese approximately $0.1 million in 2005, $0.1 million in 2004, and $0.6 million in 2003. These payments were for construction related services. U.S. Concrete believes the amounts it paid for these services were fair and substantially equivalent to amounts it would have paid to an unaffiliated third party.

U.S. Concrete reimbursed Main Street Mezzanine Fund, LLC (or its predecessor), of which Vincent D. Foster, U.S. Concrete's chairman, is a senior managing director, approximately $17,000, $17,000 and $57,000 in 2005, 2004 and 2003, respectively, for expenses primarily related to U.S. Concrete's business development activities.

12. RISK CONCENTRATION

U.S. Concrete grants credit, generally without collateral, to its customers, which include general contractors, municipalities and commercial companies located primarily in California, New Jersey/New York, Michigan, Texas and Tennessee. Consequently, it is subject to potential credit risk related to changes in business and economic factors in those states. U.S. Concrete generally has lien rights in the work it performs, and concentrations of credit risk are limited because of the diversity of its customer base. Further, management believes that its contract acceptance, billing and collection policies are adequate to minimize any potential credit risk.

Cash deposits were distributed among various banks in areas where U.S. Concrete has operations throughout the United States as of December 31, 2005. In addition, U.S. Concrete had money-market funds with a financial institution with a strong credit rating. As a result, it believes that credit risk in such instruments is minimal.

13. COMMITMENTS AND CONTINGENCIES

Litigation and Other Claims

From time to time, and currently, U.S. Concrete and its subsidiaries are subject to various claims and litigation brought by employees, customers and other third parties for, among other matters, personal injuries, property damages, product defects and delay damages that have, or allegedly have, resulted from the conduct of its operations.

U.S. Concrete believes that the resolution of all litigation currently pending or threatened against it or any of its subsidiaries should not have a material adverse effect on its business, financial condition, results of operations or liquidity; however, because of the inherent uncertainty of litigation, it can provide no assurance that the resolution of any such litigation will not have a material adverse effect on its consolidated financial condition, results of operations or liquidity for the fiscal period in which that resolution occurs. U.S. Concrete expects in the future it and its subsidiaries may, from time to time, be a party to litigation or administrative proceedings that arise in the normal course of its business.

U.S. Concrete retains various self-insurance risks with respect to losses for third-party liability and property damage.

U.S. Concrete is subject to federal, state and local environmental laws and regulations concerning, among other matters, air emissions and wastewater discharge. Its management believes it is in substantial compliance with applicable environmental laws and regulations. From time to time, it receives claims from federal and state environmental regulatory agencies and entities asserting that it may be in violation of environmental laws and regulations. Based on experience and the information currently available, management of U.S. Concrete believes that these claims should not have a material impact on U.S. Concrete's consolidated financial condition, results of operations or liquidity. Despite compliance and experience, it is possible that U.S. Concrete could be held liable for future charges, which might be material, but are not currently known or estimable. In addition, changes in federal or state laws, regulations or requirements, or discovery of currently unknown conditions, could require additional expenditures.

As permitted under Delaware law, U.S. Concrete has agreements that provide indemnification of officers and directors for certain events or occurrences while the officer or director is or was serving at U.S. Concrete's request in such capacity. The maximum potential amount of future payments that U.S. Concrete could be required to make under these indemnification agreements is not limited; however, U.S. Concrete maintains a director and officer insurance policy that limits its exposure and enables U.S. Concrete to recover a portion of any future amounts paid. Many of the indemnification agreements were grandfathered under the provisions of FASB Interpretation No. 45, because they were in effect prior to December 31, 2002. As a result of the insurance policy coverage, U.S. Concrete believes the estimated fair value of these indemnification agreements is minimal. Accordingly, U.S. Concrete has not recorded any liabilities for these agreements as of December 31, 2005.

U.S. Concrete is party to agreements that require it to provide indemnification in certain instances when it acquires businesses and real estate and in the ordinary course of business with its customers, suppliers and service providers.

Lease Payments

U.S. Concrete leases certain mobile and other equipment, land, facilities, office space and other items which, in the normal course of business, are renewed or replaced by subsequent leases. Total expense for such operating leases amounted to $14.4 million in 2005, $12.0 million in 2004 and $12.6 million in 2003. In addition, in December 2005, U.S. Concrete acquired substantially all of the operating assets of Go-Crete and South Loop Development Corporation, which included certain capital lease obligations on delivery vehicles.

Future minimum rental payments with respect to our lease obligations as of December 31, 2005, were as follows:

	Capital Leases	Operating Leases
	(in millions)	
Year ended December 31:		
2006	$ 1.1	$ 9.6
2007	0.5	9.0
2008	—	7.8
2009	—	6.1
2010	—	4.4
Later years	—	7.0
	$ 1.6	$ 43.9
Total future minimum rental payments	$ 1.6	
Less amounts representing imputed interest	0.1	
Present value of future minimum rental payments under capital leases	1.5	
Less current portion	1.1	
Long-term capital lease obligation	$ 0.4	

Insurance Programs

U.S. Concrete maintains third-party insurance coverage in amounts and against the risks it believes is reasonable. Under its insurance programs, U.S. Concrete shares the risk of loss with its insurance underwriters by maintaining high deductibles subject to aggregate annual loss limitations. U.S. Concrete's deductible retentions per occurrence for automobile and general liability insurance programs were $0.5 million in 2003, 2004 and 2005, and for its worker's compensation insurance program was $1.0 million in 2003, 2004 and 2005. In connection with these automobile and general liability and workers' compensation insurance programs, U.S. Concrete has entered into standby letter of credit agreements of $14.1 million at December 31, 2005.

Performance Bonds

In the normal course of business, U.S. Concrete is contingently liable for performance under $16.0 million as of December 31, 2005 in performance bonds that various contractors, states and municipalities have required. The bonds are principally related to construction contracts. U.S. Concrete has indemnified the underwriting insurance company that issued the bonds against any exposure under the bonds. In U.S. Concrete's past experience, no material claims have been made against these bonds.

14. SIGNIFICANT CUSTOMERS AND SUPPLIERS

U.S. Concrete did not have any customers that accounted for more than 10% of its revenues or any suppliers that accounted for more than 10% of its cost of goods sold in 2005, 2004 or 2003.

15. EMPLOYEE BENEFIT PLANS

U.S. Concrete maintains a defined contribution 401(k) profit sharing plan for employees meeting various employment requirements. Eligible employees may contribute amounts up to the lesser of 15% of their annual compensation or the maximum amount IRS regulations permit. U.S. Concrete matches 100% of employee contributions up to a maximum of 5% of their compensation. U.S. Concrete paid matching contributions of $2.1 million in 2005, $2.3 million in 2004 and $2.2 million in 2003.

U.S. Concrete maintained defined contribution profit-sharing and money purchase pension plans for the nonunion employees of certain of its companies for the period from their acquisition by U.S. Concrete through the date that those companies adopted the U.S. Concrete 401(k) plan. Contributions made to these plans were approximately $117,000 in 2003, none in 2004 and none in 2005.

U.S. Concrete's subsidiaries are parties to various collective bargaining agreements with labor unions having multi-year terms that expire on a staggered basis. Under these agreements, U.S. Concrete pays specified wages to covered employees, observes designated workplace rules and makes payments to multi-employer pension plans and employee benefit trusts rather than administering the funds on behalf of these employees.

In connection with its collective bargaining agreements, U.S. Concrete participates with other companies in the unions' multi-employer pension plans. These plans cover substantially all of U.S. Concrete's employees who are members of such unions. The Employee Retirement Income Security Act of 1974, as amended by the Multi-Employer Pension Plan Amendments Act of 1980, imposes liabilities on employers who are contributors to a multi-employer plan in the event of the employer's withdrawal from, or on termination of, that plan. In 2001, a subsidiary of U.S. Concrete withdrew from the multi-employer pension plan of the union that represented several of its employees. That union disclaimed interest in representing those employees. U.S. Concrete has no plans to withdraw from any other multi-employer plans. U.S. Concrete made contributions to these plans of $13.9 million in 2005, $13.3 million in 2004 and $11.9 million in 2003.

See Note 9 for discussions of U.S. Concrete's incentive plans and employee stock purchase plan.

16. QUARTERLY SUMMARY (unaudited)

	First Quarter	Second Quarter	Third Quarter	Fourth Quarter
	(in thousands, except per share data)			
2005				
Sales	$ 92,499	$ 153,214	$ 172,297	$ 157,645
Income (loss) from operations	(7,024)	14,387	18,954	9,709
Net income (loss)	(6,479)	6,035	9,000	4,056
Basic and diluted earnings (loss) per share (2)	(0.23)	0.21	0.31	0.14
2004				
Sales	$ 90,314	$ 138,627	$ 148,252	$ 123,396
Income (loss) from operations	(3,219)	12,663	15,392	2,712
Net income (loss) (1)	(24,603)	6,050	7,987	27
Basic and diluted earnings (loss) per share (2)	(0.87)	0.21	0.28	0.00

(1) Net income (loss) reflects the loss on the early extinguishment of debt of $28.8 million in the first quarter of 2004 (see Note 8 for discussion).

(2) Earnings (loss) per share ("EPS") for each quarter are computed using the weighted-average number of shares outstanding during the quarter, while EPS for the fiscal year is computed using the weighted-average number of shares outstanding during the year. Thus, the sum of the EPS for each of the four quarters may not equal the EPS for the fiscal year.

17. SUBSEQUENT EVENT

In February 2006, U.S. Concrete issued 8,050,000 shares of its common stock to the public at a price of $11.25 per share, resulting in net proceeds to U.S. Concrete of approximately $85.0 million, after deducting underwriting discounts and commissions and other offering costs.

Item 9. ***Changes in and Disagreements with Accountants on Accounting and Financial Disclosure***

Not applicable.

Item 9A. ***Controls and Procedures***

Disclosure Controls and Procedures

In accordance with Rules 13a-15 and 15d-15 under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), we carried out an evaluation, under the supervision and with the participation of management, including our chief executive officer and chief financial officer, of the effectiveness of our disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act) as of December 31, 2005. Based on that evaluation, our chief executive officer and chief financial officer concluded that our disclosure controls and procedures were effective as of December 31, 2005 to provide reasonable assurance that information required to be disclosed in our reports filed or submitted under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the SEC's rules and forms. Disclosure controls and procedures include, without limitation, controls and procedures designed to ensure that information required to be disclosed by an issuer in the reports that it files or submits under the Exchange Act is accumulated and communicated to the issuer's management, including its principal executive and principal financial officers, or persons performing similar functions, as appropriate to allow timely decisions regarding required disclosure. During the three months ended December 31, 2005, there were no changes in our internal control over financial reporting or in other factors that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

Management's Report on Internal Control over Financial Reporting

Our management is responsible for establishing and maintaining adequate internal control over financial reporting (as that term is defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act). Our internal control over financial reporting is a process designed to provide reasonable, but not absolute, assurance regarding the reliability of financial reporting and the preparation of financial statements for external reporting purposes in accordance with generally accepted accounting principles. Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements or acts of fraud. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies and procedures may deteriorate.

We completed the purchase of substantially all the operating assets of City Concrete Company, City Concrete Products, Inc. and City Transports, Inc. (collectively, "City Concrete") on November 1, 2005. We completed the purchase of substantially all the operating assets of Go-Crete and South Loop Development Corporation (collectively "Go-Crete") on December 5, 2005. Net sales from these acquired businesses comprise less than one percent of consolidated revenues for the year ended December 31, 2005. Total assets of City Concrete and Go-Crete comprise approximately 3.2% and 8.2%, respectively, of our consolidated total assets as of December 31, 2005. Because these acquisitions occurred late in 2005, our management did not include the businesses of City Concrete or Go-Crete in its assessment of the effectiveness of internal control over financial reporting as of December 31, 2005. Accordingly, the businesses of City Concrete and Go-Crete are excluded from management's assessment of the effectiveness of its internal control over financial reporting as of December 31, 2005.

Under the supervision and with the participation of our management, including our principal executive, financial and accounting officers, we have conducted an evaluation of the effectiveness of our internal control over financial reporting based on the framework in "Internal Control – Integrated Framework" issued by the Committee of Sponsoring Organizations of the Treadway Commission. This evaluation included a review of the documentation surrounding our internal control over financial reporting, an evaluation of the design effectiveness of those controls and testing of the operating effectiveness of those controls. Based on that evaluation, our management has concluded that our internal control over financial reporting was effective as of December 31, 2005.

Management's assessment of the effectiveness of our internal controls over financial reporting as of December 31, 2005 has been audited by PricewaterhouseCoopers LLP, an independent registered public accounting firm, as stated in their report which is included herein.

Item 9B. ***Other Information***

Not applicable.

PART III

In Items 10, 11, 12, 13 and 14 below, we are incorporating by reference the information we refer to in those Items from the definitive proxy statement for our 2006 Annual Meeting of Stockholders (the “2006 Annual Proxy Statement”). We intend to file that definitive proxy statement with the SEC by April 28, 2006.

Item 10. *Directors and Executive Officers of the Registrant*

For the information this Item requires, please see the information under the headings “Proposal No. 1—Election of Directors,” “Executive Officers and Key Employees,” “Information Concerning the Board of Directors and Committees” and “Section 16(a) Beneficial Ownership Reporting Compliance” in the 2006 Annual Proxy Statement, which is incorporated in this Item by this reference.

We have a code of ethics applicable to all our employees and directors. In addition, our principal executive, financial and accounting officers are subject to the provisions of the Code of Ethics of U.S. Concrete, Inc. for chief executive officer and senior financial officers, a copy of which is available on our Web site at *www.us-concrete.com*. In the event that we amend or waive any of the provisions of these codes of ethics applicable to our principal executive, financial and accounting officers, we intend to disclose that action on our website.

Item 11. *Executive Compensation*

For the information this Item requires, please see the information under the heading “Executive Compensation and Other Matters” in the 2006 Annual Proxy Statement, which is incorporated in this Item by this reference.

Item 12. *Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters*

For the information this Item requires, please see the information under the heading “Security Ownership of Certain Beneficial Owners and Management” in the 2006 Annual Proxy Statement, which is incorporated in this Item by this reference.

The following table summarizes, as of December 31, 2005, the indicated information regarding equity compensation to our employees, officers, directors and other persons under our equity compensation plans. These plans use or are based on shares of our common stock.

Plan Category	Number of Securities to Be Issued Upon Exercise of Outstanding Stock Options	Weighted Average Exercise Price of Outstanding Stock Options	Number of Securities Remaining Available for Future Issuance Under Equity Compensation Plans (Excluding Securities Reflected in first column)
Equity compensation plans approved by security holders	1,925,227	$ 7.06	1,157,494
Equity compensation plans not approved by security holders [1]	740,699	$ 6.55	608,955
Total	2,665,926		

(1) Our board adopted the U.S. Concrete, Inc. 2001 Employee Incentive Plan in February 2001. The purpose of this plan is to attract, retain and motivate our employees and consultants, to encourage a sense of propriety of those persons in our company and to stimulate an active interest of those persons in the development and financial success of our company. Awards may be made to any of our employees or consultants. The plan provides for grants of incentive stock options, nonqualified stock options, stock appreciation rights, restricted stock and other long-term incentive awards. None of our officers or directors is eligible to participate in the plan.

All shares of common stock issuable under our compensation plans are subject to adjustment to reflect any increase or decrease in the number of shares outstanding as a result of stock splits, combination of shares, recapitalizations, mergers or consolidations.

Item 13. *Certain Relationships and Related Transactions*

For the information this Item requires, please see the information under the heading “Certain Relationships and Related Transactions” in the 2006 Annual Proxy Statement, which is incorporated in this Item by this reference.

Item 14. ***Principal Accountant Fees and Services***

For the information this Item requires, please see the information appearing under the heading "Fees Incurred by U.S. Concrete to Independent Registered Public Accounting Firm" in the 2006 Annual Proxy Statement, which is incorporated in this Item by this reference.

PART IV

Item 15. ***Exhibits and Financial Statement Schedules***

(a)(1) Financial Statements.

For the information this item requires, please see Index to Consolidated Financial Statements on page 32 of this report.

(2) Financial Statement Schedules.

All financial statement schedules are omitted because they are not required or the required information is shown in our Consolidated Financial Statements or the notes thereto.

(3) Exhibits.

Exhibit Number		Description
2.1	—	Asset Purchase Agreement dated as of December 5, 2005 by and among U.S. Concrete, Inc., Beall Concrete Enterprises, Ltd., Go-Crete, South Loop Development Corporation and John D. Yowell, Jr.
3.2 *	—	Amended and Restated Bylaws of U.S. Concrete, as amended (Post Effective Amendment No. 1 to Form S-3 (Reg. No. 333-42860), Exhibit 4.2).
3.3 *	—	Certificate of Designation of Junior Participating Preferred Stock (Form 10-Q for the quarter ended June 30, 2000 (File No. 000-26025), Exhibit 3.3).
4.1 *	—	Form of certificate representing common stock (Form S-1 (Reg. No. 333-74855), Exhibit 4.3).
4.2 *	—	Rights Agreement by and between U.S. Concrete and American Stock Transfer & Trust Company, including form of Rights Certificate attached as Exhibit B thereto (Form S-1 (Reg. No. 333-74855), Exhibit 4.4).
4.3 *	—	Credit Agreement dated as of March 12, 2004 among U.S. Concrete, the Lenders and Issuers named therein and Citicorp North America, Inc., as administrative agent (Form 10-K for the year ended December 31, 2003 (File No. 000-26025), Exhibit 4.9).
4.4 *	—	First Consent to Exhibit 4.3 (Form 10-Q for the quarter ended March 31, 2004 (File No. 000-26025), Exhibit 4.2).
4.5 *	—	Purchase Agreement dated as of March 26, 2004 by and among U.S. Concrete, the Guarantors party thereto, Citigroup Global Markets Inc. and Banc of America Securities LLC as representatives of the Initial Purchasers referred to therein (Form 10-Q for the quarter ended March 31, 2004 (File No. 000-26025), Exhibit 4.3).
4.6 *	—	Registration Rights Agreement dated as of March 31, 2004 by and among U.S. Concrete, the Guarantors party thereto, Citigroup Global Markets Inc. and Banc of America Securities LLC as representatives of the Initial Purchasers referred to therein (Form 10-Q for the quarter ended March 31, 2004 (File No. 000- 26025), Exhibit 4.4).
4.7 *	—	Indenture among U.S. Concrete, the Subsidiary Guarantors party thereto and Wells Fargo Bank, National Association, as Trustee, dated as of March 31, 2004, for the 8 3/8% Senior Subordinated Notes due 2014 (Form 10-Q for the quarter ended March 31, 2004 (File No. 000-26025), Exhibit 4.5).
4.8 *	—	Form of Note (Form 10-Q for the quarter ended March 31, 2004 (File No. 000-26025), included as Exhibit A to Exhibit 4.7).
4.9 *	—	Notation of Guarantee by the Subsidiary Guarantors dated March 31, 2004 (Form 10-Q for the quarter ended March 31, 2004 (File No. 000-26025), Exhibit 4.7).
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10.5 †	—	Amendment No. 4 to 1999 Incentive Plan of U.S. Concrete, Inc. dated February 13, 2006.
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10.9 *	—	Amendment No. 1 to 2001 Employee Incentive Plan of U.S. Concrete, Inc. dated December 17, 2004 (Form S-8 dated December 20, 2004 (Reg. No. 333-121458), Exhibit 10.6).

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10.14 *†	—	First Amendment to Exhibit 10.13 (Form 10-Q for the quarter ended June 30, 2003 (File No. 000-26025), Exhibit 10.5).
10.15 *†	—	Employment Agreement between U.S. Concrete, Inc. and Michael D. Mitschele (Form 10-Q for the quarter ended June 30, 2003 (File No. 000-26025), Exhibit 10.6).
10.16 *†	—	Amendment No. 1, dated June 1, 2005, to Employment Agreement between U.S. Concrete, Inc. and Michael D. Mitschele (Form 8-K dated June 1, 2005 (File No. 000-26025), Exhibit 10.1).
10.17 *†	—	Employment Agreement between U.S. Concrete, Inc. and Donald C. Wayne (Form 10-Q for the quarter ended June 30, 2003 (File No. 000-26025), Exhibit 10.7).
10.18 *†	—	Letter Agreement for Employment, dated November 11, 2004, by and between U.S. Concrete, Inc. and Robert D. Hardy (Form 8-K dated November 11, 2004 (File No. 000-26025), Exhibit 10.1).
10.19 *†	—	Letter Agreement for Employment, dated November 11, 2004, by and between U.S. Concrete, Inc. and Gary J. Konnie (Form 8-K dated November 11, 2004 (File No. 000-26025), Exhibit 10.2).
10.20 *†	—	Letter Agreement for Employment, dated November 11, 2004, by and between U.S. Concrete, Inc. and Wallace H. Johnson (Form 8-K dated November 11, 2004 (File No. 000-26025), Exhibit 10.3).
10.21 †	—	Employment Term Sheet between U.S. Concrete, Inc. and Sean M. Gore, dated February 4, 2005, as modified on February 13, 2006.
10.22 †	—	Form of Indemnification Agreement between U.S. Concrete and each of its directors and officers.
10.23 *	—	Flexible Underwritten Equity Facility (FUEL®) Agreement dated as of January 7, 2002 between Ramius Securities, LLC and U.S. Concrete (Form S-3 (Reg. No. 333-42860), Exhibit 1.2).
10.24 *	—	Amended and restated engagement letter agreement dated as of January 18, 2002 between Credit Lyonnais Securities (USA) Inc. and U.S. Concrete (Form S-3 (Reg. No. 333-42860), Exhibit 1.3).
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10.26 *†	—	Summary of annual fees paid by U.S. Concrete, Inc. to its nonemployee directors (Form 10-K for the year ended December 31, 2004 (File No. 000-26025), Exhibit 10.20).
10.27 *†	—	Form of U.S. Concrete, Inc. Restricted Stock Award Agreement for employees (Form 10-K for the year ended December 31, 2004 (File No. 000-26025), Exhibit 10.21).
10.28 *†	—	Form of U.S. Concrete, Inc. Non-Qualified Stock Option Award Agreement for nonemployee directors (Form 10-K for the year ended December 31, 2004 (File No. 000-26025), Exhibit 10.22)
10.29 *†	—	Form of U.S. Concrete, Inc. Non-Qualified Stock Option Award Agreement for employees (Form 10-K for the year ended December 31, 2004 (File No. 000-26025), Exhibit 10.23).
10.30 * †	—	U.S. Concrete, Inc. and Subsidiaries 2005 Annual Salaried Team Member Incentive Plan, effective April 8, 2005 (Form 8-K dated April 8, 2005 (File No. 000-26025), Exhibit 10.1).
12	—	Statement regarding computation of ratios.
14 *	—	U.S. Concrete, Inc. Code of Ethics for Chief Executive and Senior Financial Officers (Form 10-K for the year ended December 31, 2003 (File No. 000-26025), Exhibit 14).
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23	—	Consent of independent registered public accounting firm.

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32.1	—	Section 1350 Certification of Eugene P. Martineau.
32.2	—	Section 1350 Certification of Robert D. Hardy.

* Incorporated by reference to the filing indicated.

† Management contract or compensatory plan or arrangement.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

U.S. CONCRETE, INC.

Date: March 15, 2006

By: /s/ Eugene P. Martineau

Eugene P. Martineau
President and Chief Executive Officer

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the Registrant and in the capacities indicated on March 15, 2006.

Signature	Title
/s/ Eugene P. Martineau **Eugene P. Martineau**	President and Chief Executive Officer and Director (Principal Executive Officer)
/s/ Robert D. Hardy **Robert D. Hardy**	Senior Vice President and Chief Financial Officer (Principal Financial and Accounting Officer)
/s/ Vincent D. Foster **Vincent D. Foster**	Director
/s/ John R. Colson **John R. Colson**	Director
/s/ T. William Porter **T. William Porter**	Director
/s/ Mary P. Ricciardello **Mary P. Ricciardello**	Director
/s/ Murray S. Simpson **Murray S. Simpson**	Director
/s/ Robert S. Walker **Robert S. Walker**	Director

INDEX TO EXHIBITS

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† Management contract or compensatory plan or arrangement.

Exhibit 2.1

ASSET PURCHASE AGREEMENT

by and among

U.S. CONCRETE, INC.,

BEALL CONCRETE ENTERPRISES, LTD.,

GO-CRETE,

SOUTH LOOP DEVELOPMENT CORPORATION

AND

JOHN D. YOWELL, JR.

Dated as of December 5, 2005

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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is made as of December 5, 2005 by and among **U.S. CONCRETE, INC.**, a Delaware corporation ("U.S. Concrete"), **BEALL CONCRETE ENTERPRISES, LTD.**, a Texas limited partnership ("Buyer"), **GO-CRETE**, a Texas corporation ("Go-Crete"); **SOUTH LOOP DEVELOPMENT CORPORATION**, a Texas corporation ("South Loop") (Go-Crete and South Loop being referred to herein individually, as a "Seller" and collectively, as the "Sellers"); and **JOHN D. YOWELL, JR.** ("Stockholder"), the sole Stockholder of each Seller.

WHEREAS, Buyer desires to purchase and acquire substantially all of the assets, properties and contractual rights of each of the Sellers, and each of the Sellers desire to sell such assets, properties and contractual rights to Buyer, all in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, Stockholder holds all of the outstanding capital stock of the Sellers and Buyer is unwilling to enter into this Agreement without the covenants and promises of Stockholder herein set forth;

NOW, THEREFORE, in consideration of the premises and of the mutual agreements, representations, warranties, provisions and covenants contained herein, the parties hereto, intending to be legally bound, agree as follows:

ARTICLE I
DEFINITIONS

1.01 Definitions. Capitalized terms used in this Agreement and not otherwise defined herein shall have the following meanings:

"Affiliate" of, or "Affiliated" with, a specified Person or entity means a Person or entity that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the specified Person or entity.

"Competitive Business" means any business that competes with either of the Sellers, U.S. Concrete or Buyer, including, without limitation, any business that involves the production and sale of ready-mixed concrete (including truck-mixed concrete) and other cement mixtures; pre-cast concrete products; concrete block; slag products; retail sales of concrete products, equipment, tools, accessories and other concrete-related building materials and products; sand and other aggregate production, storage and sale; transportation of cement, aggregates and other materials; and any logical extension of or business activity reasonably related to any of the foregoing.

"Encumbrances" means all liens, encumbrances, mortgages, pledges, security interests, conditional sales agreements, charges, options, preemptive rights, rights of first refusal, reservations, restrictions or other encumbrances or defects in title.

"Environmental Laws" means any and all Laws or agreements with any Governmental Authority relating to (a) the protection, preservation or restoration of the environment (including, without limitation, ambient air, surface water (including water management and runoff), groundwater, drinking water supply, surface land, subsurface strata, plant and animal life or any other natural resource) or human health or safety, (b) emissions, discharges, releases or threatened releases of pollutants, contaminants, chemicals or industrial, toxic or hazardous substances or wastes (including, without limitation, Hazardous Substances) or noxious noise or odor into the environment or (c) the exposure to, or the use, storage, recycling, treatment, manufacture, generation, transport, processing, handling, labeling, production, removal or disposal of any pollutants, contaminants, chemicals or industrial, toxic or hazardous substances or wastes (including, without limitation, Hazardous Substances), in each case as amended from time to time and as now or hereafter in effect. The term "Environmental Laws" includes, without limitation, (i) the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA), the Superfund Amendments and Reauthorization Act, the Federal Water Pollution Control Act of 1972, the Federal Clean Air Act, the Federal Clean Water Act, the Federal Resource Conservation and Recovery Act of 1976 (including the Hazardous and Solid Waste Amendments thereto), the Federal Solid Waste Disposal and the Federal Toxic Substances Control Act, the Federal Insecticide Fungicide and Rodenticide Act, the Federal Occupational Safety and Health Act of 1970, the Safe Drinking Water Act, the Atomic Energy Act and the Hazardous Materials Transportation Act and any other comparable or similar applicable state law, in each case as amended from time to time, and any other Laws now or hereafter relating to any of the foregoing, and (ii) any common law or equitable doctrine (including, without limitation, injunctive relief and tort doctrines such as negligence, nuisance, trespass and strict liability) that may impose liability or obligations for injuries or damages due to, or threatened as a result of, the presence of, effects of or exposure to any Hazardous Substance.

"Governmental Authority" means any federal, state, local or foreign government, political subdivision or governmental or regulatory authority, agency, board, bureau, commission, instrumentality or court or quasi-governmental authority.

"Hazardous Substances" means any and all substances listed, defined, designated or classified as hazardous, toxic, radioactive or dangerous, or otherwise regulated, under any Environmental Law. The term "Hazardous Substances" includes, without limitation, any substance to which exposure is regulated by any Governmental Authority or any Environmental Law including, without limitation, any toxic waste, pollutant, contaminant, hazardous substance, toxic substance, hazardous waste, special waste, industrial substance or petroleum or any derivative or by-product thereof, radon, radioactive material, asbestos or asbestos containing material, urea formaldehyde foam insulation, lead or polychlorinated biphenyls.

"Intangible Property " means all patents, patent applications, trademarks, service marks, technology, licenses, trade names, copyrights and other intellectual property or proprietary rights owned or used by either of the Sellers in connection with their businesses.

"Interest-Bearing Debt" means the total amount of outstanding indebtedness of each of the Sellers for borrowed money on the Closing Date related to or secured by the Assets (including, without limitation, bank debt, equipment debt, capital lease obligations, bank overdrafts, and any other indebtedness for borrowed money, together with any prepayment penalties thereon).

"Laws" means any and all federal, state, local or foreign statutes, laws, ordinances, proclamations, codes, regulations, licenses, permits, authorizations, rulings, approvals, consents, legal doctrines, published requirements, orders, decrees, judgments, injunctions and rules of any Governmental Authority, including, without limitation, those covering environmental, Tax, energy, safety, health, transportation, bribery, recordkeeping, zoning, discrimination, antitrust and wage and hour matters, in each case as amended and in effect from time to time.

"Losses" means any and all liabilities, losses, claims, damages, actions, suits, proceedings, demands, assessments, adjustments, fees, costs and expenses (including specifically, but without limitation, reasonable attorneys' fees and costs and expenses of investigation).

"Person" means an individual, partnership, company or corporation (including a business trust), joint stock company, estate, trust, limited liability company, unincorporated association, joint venture or other entity or a governmental authority.

ARTICLE II
CONSIDERATION

2.01 Consideration. In consideration of the sale to Buyer of the Assets in accordance with this Agreement, Buyer shall pay to the Sellers an aggregate of $27,312,000 in immediately available funds, less the Interest Bearing Debt including capitalized lease obligations of the Sellers set forth on Schedule 2.01 in the approximate amount of $11,000,000, which will be paid in full in connection with the Closing from cash proceeds otherwise payable to the Sellers (the "Consideration").

2.02 Payment of Consideration. The Consideration shall be payable as follows:

(a) $250,000 in earnest money previously deposited by Buyer in escrow with Seller's counsel, Scott Damuth (the "Earnest Money Deposit"); and

(b) the balance of the Consideration to the Sellers in cash (by wire transfer of immediately available funds in accordance with the wiring instructions for each Seller to be supplied by Stockholder no later than two business days prior to the Closing Date).

2.03 Allocation of the Purchase Price. The Consideration shall be allocated in accordance with the requirements of Section 1060 of the Internal Revenue Code of 1986, as amended (the "Code"). Such allocation shall be completed and delivered to Stockholder, together with a draft Form 8594 (applicable to the Assets), no later than 90 days after Closing for Stockholder's review and approval, which approval shall not be unreasonably withheld. In the event that Stockholder fails to notify U.S. Concrete and Buyer within 30 days of receipt of such allocation, in writing and with specificity as to assets and amounts, that it does not approve of the allocation made by U.S. Concrete and Buyer, Stockholder shall be deemed conclusively to have approved such allocation and such Form 8594, and Stockholder and Buyer shall thereafter be bound to make all tax filings, including any state and local tax returns, on a basis consistent with such purchase price allocation. In the event that Stockholder has not approved and has not been deemed to have approved the aforementioned allocation in accordance with this Section 2.03, and U.S. Concrete and Stockholder have not otherwise reached agreement with respect to such matter, U.S. Concrete shall refer the matter to the accounting firm of Ernst and Young for resolution, and the determination of such accounting firm with respect to allocation of the purchase price shall be final and binding on the parties. Each party shall pay one-half of the fees and expenses of such accounting firm. Each of Stockholder, the Sellers, U.S. Concrete and Buyer agree not to take a position on any income tax return, before any governmental agency charged with the collection of any income tax, or in any judicial proceeding, that is inconsistent with the purchase price allocation made in accordance with this Section 2.03.

2.04 Post-Closing Adjustment to Purchase Price.

(a) The parties agree that the Consideration was determined as if the "working capital" (defined below) of Sellers was going to be $1.00 as of 12:01 a.m. on December 5, 2005. Accordingly, the parties agree that the Consideration set forth in Section 2.01 shall be adjusted on the Adjustment Date (as defined below) to reflect the actual "working capital" of Sellers on the Closing Date, as shown on the balance sheet to be prepared in accordance with Section 2.04 (c) hereof. If the total "working capital" of Sellers is greater than $1.00 as of 12:01 a.m. on December 5, 2005, then the Consideration paid pursuant to Section 2.01 shall be increased dollar for dollar for each dollar the "working capital" exceeds $1.00 as of 12:01 a.m. on December 5, 2005. If the "working capital" of Sellers is less than $1.00 at 12:01 a.m. on December 5, 2005, then the Consideration paid pursuant to Section 2.01 shall be decreased dollar for dollar for each dollar the "working capital" falls below $1.00 as of 12:01 a.m. on December 5, 2005.

(b) For purposes of this Agreement, "working capital" shall mean the "current assets" of Sellers on the Closing Date minus all "current liabilities" of Sellers on the Closing Date. For purposes of this Section, (A) the term "current assets" shall mean accounts receivable actually collected and deposits and other receivables, inventory, and prepaid expenses and (B) the term "current liabilities" shall mean all trade accounts payable. In computing the adjustment amount provided for in this Section, the party owing payment to the other pursuant to this Section shall make such payment within 30 days after the Adjustment Date; provided, however, that Buyer shall withhold until the Adjustment Date from the Consideration otherwise payable to Sellers at Closing an amount equal to 50% of the aggregate balance of the Sellers' accounts receivable which are 90 days old or older on the Closing Date.

(c) On the date which is 120 days after the Closing Date (the "Adjustment Date") the parties shall adjust the Consideration in accordance with Section 2.4(a) above based on a balance sheet "working capital" of Sellers at 12:01 a.m. on December 5, 2005, prepared by Buyer and delivered to Stockholder at least seven days prior to the Adjustment Date. Any dispute between the parties as to this Section 2.04 shall be resolved as set forth below.

(d) Any accounts receivable which are written off in whole or in part in connection with preparing the balance sheet described in subsection (c) above that are subsequently collected by Buyer after the Adjustment Date will be paid to the applicable Seller as soon as possible, but at least on a quarterly basis. However, Buyer shall not be responsible to either Seller for any accounts receivable which are not collected.

(e) In the event of a dispute between the parties as to the "working capital", the parties will have 30 days to resolve the dispute among themselves. If the parties have not resolved such dispute within such 30-day period, then the parties shall select an arbitrator who shall decide the dispute within 30 days after being selected. If the parties cannot agree on an arbitrator, then Buyer and Stockholder shall each select an arbitrator and the two arbitrators so selected shall select a third arbitrator. The parties hereto each agree to be bound by the decision of the arbitrator(s) as to accounting matters. In the event that three arbitrators are chosen, a majority decision will be required. Each arbitrator selected must be an independent certified public accountant. All costs of the arbitration shall be split equally between Buyer on the one hand and Stockholder on the other hand.

2.05 Holdback for Payment of Debt. Buyer shall withhold the sum of $12,000,000 from the Consideration for (i) verification by lenders of the exact amount of the Interest Bearing Debt on December 5, 2005, together with per diem interest until paid; and (ii) evidence of payment of liens of record on the Land (the "Holdback Funds"). Buyer shall obtain exact payoff figures from each lender and make payment of the Interest Bearing Debt from the Holdback Funds. Sellers shall obtain evidence of the release of all liens related to the Chatfield property and the G&K judgment lien and deliver them to the Buyer. Upon delivery of evidence satisfactory to the Title Company of such releases, Buyer shall deliver Holdback Funds in the amount of such liens to Sellers. After payment of all Interest Bearing Debt and receipt of lien release evidence, Buyer shall deliver to Sellers any remaining Holdback Funds. If the Interest Bearing Debt exceeds the Holdback Funds, Sellers shall remain responsible for such difference and shall reimburse Buyer within 10 days after demand therefor.

2.06 Retention of Earnest Money Deposit. Sellers shall be entitled to the entire Earnest Money Deposit in the event the Closing does not take place for any reason other than:

(a) default by Stockholder or either Seller under the terms of this Agreement;

(b) inability of Buyer to verify that the volumes or aggregate reserves related to the businesses of Sellers are as represented by Stockholder;

(c) discovery that a material portion of the Assets are not owned by Sellers, including, without limitation, any litigation contesting such title or ownership; and

(d) discovery that some or all of the Land contains Hazardous Substances or is otherwise in violation of Environmental Laws.

ARTICLE III
ASSETS

3.01 Acquisition of the Assets. Upon the terms and subject to the conditions of this Agreement, at the Closing, each of the Sellers agree to sell, convey, transfer, assign and deliver to Buyer, and Buyer agrees to purchase from each of the Sellers, all of the right, title and interest of each of the Sellers in and to the following assets, properties, businesses, franchises, goodwill and rights of each of the Sellers (collectively, the "Assets"), free and clear of all Encumbrances:

(a) all of each of the Sellers' right, title, estate and interest in and to the following real estate and more fully described on Schedule 5.07 hereto:

(i) DeSoto (consisting of two parcels of approximately 5 acres and 4.511 acres, respectively);

(ii) Midlothian (consisting of approximately 17.5 acres);

(iii) Prosper (consisting of approximately 10.15 acres);

(iv) Mesquite (consisting of approximately 2.15 acres);

(v) Dallas (consisting of approximately 2.13 acres) leased by Go-Crete on a month to month oral basis; and

(vi) Chatfield (consisting of approximately 2098 acres) (collectively, the "Land").

(b) all fixtures and other improvements located on the Land;

(c) all accounts receivable of each of the Sellers as of the close of business on the Closing Date;

(d) all inventory (including, without limitation, spare parts inventory) and works-in-progress of each of the Sellers;

(e) all customer lists, sales records, credit data and other information relating to customers of each of the Sellers;

(f) all right, title and interest of each of the Sellers in, to and under the contracts and agreements with customers and suppliers to which each of the Sellers are a party, except for any which are Excluded Liabilities (the "Operating Agreements");

(g) all vehicles and other transportation equipment of each of the Sellers, including, without limitation, the vehicles and other transportation equipment set forth in Schedule 5.08;

(h) all of the furniture, fixtures, equipment, machinery, plants, tools, appliances, telephone systems, copy machines, signs, fax machines, implements, spare parts, supplies, leasehold improvements, construction in progress and all other tangible personal property of every kind and description owned by each of the Sellers or each of the Sellers leasehold interests therein (the "Equipment"), including, without limitation, the Equipment set forth in Schedule 5.08;

(i) all right, title and interest of each of the Sellers in, to and under all Permits (hereinafter defined) owned or possessed by each of the Sellers and relating to the businesses of each of the Sellers or all or any of the Assets, including, without limitation, the Permits set forth in Schedule 5.10;

(j) all right, title and interest of each of the Sellers in, to and under all Intangible Property of each of the Sellers, the goodwill associated therewith and the rights and privileges used in the conduct of the business of each of the Sellers and the right to recover for infringement thereon, including, without limitation, the Intangible Property set forth on Schedule 5.23;

(k) the names "Go-Crete" and "South Loop Development Corporation" and any derivations thereof, and any trade names or other assumed names under which either of the Sellers operate, and all phone numbers, fax numbers, email addresses and website addresses used in connection with the operation of the business of either of the Sellers.

(l) copies of each of the Sellers' books, records, papers and instruments of whatever nature and wherever located that relate to the Assets;

(m) all right, title and interest of each of the Sellers in computer and communication equipment and hardware, including, without limitation, all radios, transmitters, GPS or other tracking instruments, central processing units, terminals, disk drives, tape drives, electronic memory units, printers, keyboards, screens, peripherals (and other input/output devices), modems and other communication controllers, networking equipment, and any and all parts and appurtenances thereto, together with all software and intellectual property used by each of the Sellers with such computer and communication equipment and hardware, to the extent such software and intellectual property is assignable;

(n) all right, title and interest of each of the Sellers in, to and under all rights, claims, causes of action, and options relating to or pertaining to their businesses or the foregoing Assets;

(o) all prepaid items, deposits and other similar assets of each of the Sellers which are associated with the Assets and their businesses, excluding that certain account of Go-Crete with the State of Texas or other entity relating to workers' compensation matters (the "Deposit");

(p) all other or additional privileges, rights, interest, properties and assets of each of the Sellers of every kind and description and wherever located that are used or intended for use in connection with, or that are necessary to the continued conduct of, their businesses presently being conducted, but not including the Excluded Assets; and

(q) all of the goodwill of each of the Sellers related to the Assets and their businesses.

3.02 Excluded Assets. Notwithstanding Section 2.01 above, the parties hereto acknowledge and agree that neither of the Sellers are selling, and Buyer is not purchasing pursuant to this Agreement or otherwise, the Deposit or any of the assets, properties and rights of the Sellers listed on Schedule 3.02 (collectively, the "Excluded Assets"). Neither U.S. Concrete nor Buyer shall assume any obligation related to the Excluded Assets.

3.03 Assumed Liabilities; Excluded Liabilities.

(a) As further consideration for the purchase of the Assets, Buyer shall assume and discharge only the liabilities, obligations or contingencies of the Sellers specifically listed in Schedule 3.03(a), consisting of the trade accounts payable of Sellers as of the close of business on the Closing Date (the "Assumed Liabilities").

(b) Notwithstanding anything to the contrary contained herein, neither U.S. Concrete nor Buyer shall assume or be liable for: (i) any fees, expenses, finder's fees, brokerage commissions or advisory fees, expenses or commissions arising in connection with the consummation of the transactions contemplated by this Agreement; (ii) any Loss with respect to, arising out of or from any claim, action, suit or proceeding against or relating in any way to either of the Sellers, Stockholder or the Assets, whether disclosed or not, or now or hereafter arising, including without limitation, any claim arising out of or relating to any violation by either of the Sellers or Stockholder of (1) any agreement, contract or undertaking by which either of the Sellers or Stockholder are bound, or (2) any Law that applies to either of the Sellers, including, without limitation, any Environmental Law; and (iii) all Taxes payable by either of the Sellers or Stockholder for all periods prior to and including the Closing Date (collectively, the "Excluded Liabilities").

(c) Neither U.S. Concrete nor Buyer assumes or agrees to pay, perform or discharge, or otherwise shall be responsible for, any Excluded Liabilities or any debt, liability or obligation of either of the Sellers or any Affiliate of either of the Sellers other than the Assumed Liabilities (collectively, the "Retained Liabilities"), whether accrued, absolute, contingent, known or otherwise. Each of the Sellers and Stockholder agree that each of the Sellers and Stockholder shall remain solely responsible for, and each of the Sellers and Stockholder hereby agree jointly and severally to indemnify, defend, protect and hold harmless U.S. Concrete, Buyer and their respective officers, directors, employees, stockholders, agents, representative and Affiliates at all time from and after the date of this Agreement from and against all Losses and obligations, whether accrued, absolute, contingent or otherwise, arising from or in respect of any Retained Liabilities.

3.04 Deliveries by Sellers and Stockholder. At the Closing, each of the Sellers shall execute and deliver to Buyer:

(a) special warranty deeds to the DeSoto, Midlothian, Prosper, Mesquite and Chatfield parcels of the Land to Buyer;

(b) an assignment by Sellers of their oral month-to-month leasehold rights to the Dallas parcel of the Land;

(c) one or more assignment and assumptions of the Operating Agreements, with consent if required and an acknowledgment that no defaults exist under the Operating Agreements (the "Assignment of Operating Agreements");

(d) one or more assignment and assumptions of all leases for all leased vehicles and Equipment of either Seller reflected on Schedule 5.08, with the consent of the lessor if required and an acknowledgment that no defaults exist under the assignments (the "Assignment of Equipment Leases");

(e) a general conveyance, assignment and bill of sale conveying all of the Assets (except as otherwise set forth above);

(f) consents, approvals or other forms of acknowledgement by all governmental entities required for the transfer of the Permits to Buyer;

(g) all motor vehicle Certificates of Title and registrations to the owned vehicles, if any, and all other certificates of title to any Asset covered by a certificate of title;

(h) certified copies of resolutions of the Stockholder and director(s) of the Sellers authorizing the execution of this Agreement, the sale of the Assets to Buyer, and the consummation of the transactions contemplated herein;

(i) an incumbency certificate of each of the Sellers;

(j) a good standing certificate of each of the Sellers;

(k) evidence of the payment in full of all Interest Bearing Debt;

(l) such other separate instruments of sale, assignment, or transfer reasonably required by Buyer necessary to vest in Buyer good and indefeasible title to the Assets, free and clear of all Encumbrances and to comply with the purposes and intent of this Agreement; and

(m) releases in form and substance satisfactory to U.S. Concrete executed by each of the Sellers and Stockholder releasing U.S. Concrete, Buyer and the Assets from any liability or obligation to either of the Sellers or Stockholder.

3.05 Prorations and Charges. The parties shall prorate and apportion on a calendar year basis, as of the close of business on the Closing Date, the real estate taxes and assessments, both general and special, relative to the Land, based upon the last available tax duplicate.

ARTICLE IV
CLOSING

4.01 Closing. The delivery of the Consideration and the other transactions contemplated by this Agreement (the "Closing") shall take place through escrow on a date mutually agreeable to U.S. Concrete, the Sellers and Stockholder that is not later than December 5, 2005, which date is herein referred to as the "Closing Date", subject to the completion, satisfaction or waiver of the conditions set forth in Article VIII below.

ARTICLE V
REPRESENTATIONS AND WARRANTIES OF SELLERS AND STOCKHOLDER

As an inducement to U.S. Concrete and Buyer to enter into and perform their obligations under this Agreement, and in consideration of the covenants of U.S. Concrete and Buyer contained herein, each of the Sellers and Stockholder, jointly and severally, represent and warrant to U.S. Concrete and Buyer as follows:

5.01 Due Organization and Qualification. Each of the Sellers are duly organized, validly existing and in good standing under the Laws of the State of Texas and are duly authorized and qualified to do business under all applicable Laws and to carry on their businesses in the places and in the manner as now conducted. Neither of the Sellers conduct their businesses in any state other than Texas. Each of the Sellers has the requisite power and authority to own, lease and operate their assets and properties and to carry on their businesses as such businesses are currently being conducted. Schedule 5.01 includes (a) certificates of existence and good standing for each of the Sellers issued by the appropriate Governmental Authorities of the State of Texas, (b) a list of all jurisdictions outside the State of Texas in which either of the Sellers are authorized or qualified to do business and (c) certificates of qualification or authority to do business (or similar certificates) for each of the Sellers issued by the appropriate Governmental Authorities of each of the jurisdictions in which each of the Sellers are authorized or qualified to do business. Neither of the Sellers own, lease or operate their assets or properties, or carry on any business, in any jurisdiction which is not listed on Schedule 5.01. True, complete and correct copies of the Articles of Incorporation and Bylaws, each as amended, of each of the Sellers are attached hereto as Schedule 5.01, and no breach of such Articles of Incorporation or Bylaws has occurred and is continuing. True, complete and correct copies of all stock records and minute books of each of the Sellers have been made available to U.S. Concrete.

5.02 Authorization; Non-Contravention; Approvals.

(a) Each of the Sellers has the full requisite corporate power and authority to execute, deliver and perform this Agreement and the ancillary documents and agreements described herein and to effect the transactions contemplated by this Agreement. Stockholder has the full legal right, power and authority to execute, deliver and perform this Agreement. The execution, delivery and performance of this Agreement and the transactions contemplated hereby have been approved by the board of directors of each of the Sellers and by Stockholder. No additional corporate or other proceedings on the part of either of the Sellers or Stockholder are necessary to authorize the execution and delivery of this Agreement and the consummation by each of the Sellers and Stockholder of the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by each of the Sellers and Stockholder and, assuming the due authorization, execution and delivery hereof by U.S. Concrete and Buyer constitutes a valid and binding agreement of each of the Sellers and Stockholder, enforceable against each of them in accordance with its terms.

(b) The execution, delivery and performance of this Agreement by each of the Sellers and Stockholder does not, and the consummation by each of the Sellers and Stockholder of the transactions contemplated hereby will not, violate or result in a breach of any provision of, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under, or result in the creation of any Encumbrance upon any of the Assets under any of the terms, conditions or provisions of, (i) the Articles of Incorporation and Bylaws of either of the Sellers, (ii) any Law applicable to Stockholder or either of the Sellers or any of the Assets of Stockholder or either of the Sellers, or (iii) any agreement, note, bond, mortgage, indenture, deed of trust, license, franchise, Permit (hereinafter defined), concession, lease or other instrument, obligation or agreement of any kind to which Stockholder or either of the Sellers as it relates to the Assets are now a party or by which either of the Sellers or any of the Assets may be bound or affected.

(c) Except as set forth in Schedule 5.02, no declaration, filing or registration with, or notice to, or authorization, consent or approval of, any Governmental Authority or third party is necessary for the execution and delivery of this Agreement by either of the Sellers and Stockholder or the consummation by either of the Sellers and Stockholder of the transactions contemplated hereby. Except as set forth in Schedule 5.02, none of the contracts or agreements with Material Customers (hereinafter defined) or Operating Agreements or Permits requires notice to, or the consent or approval of, any Governmental Authority or other third party for the execution, delivery or performance of this Agreement by either of the Sellers and Stockholder or to any of the transactions contemplated hereby to remain in full force and effect following such transaction.

5.03 Capitalization and Ownership. All of the authorized capital stock of Go-Crete and South Loop are owned beneficially and of record by Stockholder and are free and clear of all Encumbrances and other restrictions whatever.

5.04 Subsidiaries. Intentionally Omitted.

5.05 Financial Statements.

(a) The Sellers have delivered to U.S. Concrete and Buyer true, complete and correct copies of the following financial statements: (i) Go-Crete's audited balance sheet as of May 31, 2004 and May 31, 2005, and a statement of income, cash flow and retained earnings for the years then ended (the "Year-End Financial Statements"), and (ii) Go-Crete's balance sheet as of September 30, 2005 (the "Balance Sheet Date"), and a statement of income, cash flow and retained earnings for the quarter then ended ((i) and (ii) being collectively, the "Financial Statements"). The Financial Statements (including any footnotes thereto) have been prepared on a consistent basis throughout the periods indicated. The Financial Statements (including any footnotes thereto) are true, complete and correct and present fairly the financial condition and the results of the operations of the applicable Seller for the period indicated thereon. All reserves for contingent risks are appropriate and sufficient to cover all costs reasonably expected to be incurred from such risks. The Financial Statements are consistent with the books and records of the applicable Seller (which books and records are correct and complete).

(b) The Year-End Financial Statements (including all footnotes thereto) are true and accurate, have been prepared from the books and records of each of the Sellers in accordance with generally accepted accounting principals in the United States of America applied on a consistent basis throughout the periods covered thereby and present fairly and accurately the financial position, results of operations and cash flow of the Sellers as of the dates of such statements and for the periods covered thereby. The books of account of each of the Sellers have been kept accurately in all material respects in the ordinary course of business, the transactions entered therein represent bona fide transactions, and the revenues, expenses, assets and liabilities of each of the Sellers have been properly recorded therein in all material respects all in accordance with past practice of each of the Sellers consistently applied.

5.06 Interest Bearing Debt. Set forth on Schedule 2.01 is a detailed debt schedule setting forth information regarding each Seller's outstanding indebtedness for borrowed money (including overdrafts), letters of credit, installment purchase agreements, leases and other indebtedness as of the date hereof including outstanding principal amounts, accrued interest, interest rates, account and creditor information and applicable prepayment penalties. Since the Balance Sheet Date, each of the Sellers have paid, discharged or satisfied all claims, liabilities and obligations in the ordinary and usual course of business and consistent with past practice.

5.07 Real Property.

(a) Neither of the Sellers have ever owned, leased or otherwise occupied, had an interest in or operated any real property other than the Land. The legal description and current use of each parcel of Land is attached hereto as Schedule 5.07. One or both of the Sellers has good, valid fee simple title to each parcel of the Land, including all mineral rights thereto except as may be set forth in the Title Policies (hereinafter defined). Except as set forth on Schedule 5.07:

(i) The Land is fully licensed, permitted and authorized for the operation of the business of each of the Sellers conducted thereon under all Laws relating to the protection of the environment, the Land and the conduct of such business thereon (including, without limitation, all zoning restrictions and land use requirements).

(ii) The Land is usable for its current uses and can be used by Buyer after the Closing for such uses without violating any Law or private restriction, and such uses are legal conforming uses. There are no proceedings or amendments pending and brought by or threatened by any third party which would result in a change in the allowable uses of the Land or which would modify the right of Buyer to use the Land for its current uses.

(iii) There is public ingress and egress to and from each parcel of the Land and all public utilities required for the operation of the Land are installed and operational and all installation and connection charges have been paid in full.

(iv) Except as may be set forth in the Title Policies, no third parties have any rights to drill or explore for, collect, produce, mine, excavate, deliver or transport oil, gas, coal, or other minerals in, on, beneath, across, over, through, from or to any portion of the Land.

(v) None of the Sellers, Stockholder or the Land now is, or ever has been, involved in any litigation or administrative proceeding seeking to impose fines, penalties or other liabilities or seeking injunctive relief for violation of any applicable Laws relating to the environment.

(vi) No third party has a present or future right to possession of all or any part of the Land.

(vii) No portion of any improvements on any parcel of the Land encroach onto neighboring properties and no improvements from neighboring properties encroach onto any portion of the Land.

(viii) No portion of the Land contains any areas that could be characterized as disturbed, undisturbed or man made wetlands or as "waters of the United States" pursuant to any Applicable Laws or the procedural manuals of the Environmental Protection Agency, U.S. Army Corps of Engineers or the Texas Department of Environmental Protection, whether such characterization reflects current conditions or historic conditions which have been altered without the necessary permits or approvals.

(ix) There are no mechanics' liens affecting the Land and no work has been performed thereon at the request of either of the Sellers within 120 days of the date hereof for which a mechanic's lien could be filed.

(x) There are no levied or pending special assessments affecting all or any part of the Land and none is threatened.

(xi) There are no pending or threatened condemnation or eminent domain proceedings affecting all or any part of the Land.

5.08 Personal Property.

(a) Attached as Schedule 5.08(a) is a complete and accurate list and a complete description as of the date hereof of all personal property of each of the Sellers including true and correct copies of leases for Equipment and other personal property, if any, used in the operation of the businesses of each of the Sellers. All of the tangible assets, plants, materials handling equipment, machinery and other equipment of each of the Sellers are in good working order and repair, normal wear and tear excepted;

(b) At the Closing each of the Sellers will have good title to, or a valid leasehold interest in the Assets, free and clear of all Encumbrances;

(c) All leases set forth on Schedule 5.08(a) are in full force and effect and constitute valid and binding agreements of the parties thereto (and their successors) in accordance with their respective terms. No default by either of the Sellers, or any other party to any of such leases, exists or would exist except for the passage of time or delivery of a notice or both; and

(d) All fixed assets used by each of the Sellers in the operation of the businesses of each of the Sellers are either owned by each of the Sellers or leased by the Sellers under an agreement indicated on Schedule 5.08(a). The combined fixed assets of each of the Sellers (together with the real property assets) constitute all of the real and personal property necessary for the operation of such businesses both by each of the Sellers and by Buyer following the Closing and include all of the Permits, consents and other approvals necessary to operate such business both before and after Closing.

5.09 Material Customers and Contracts.

(a) Schedule 5.09 (i) sets forth an accurate list of all customers representing 5% or more of either of the Seller's revenues, on an individual basis, for each of the previous two fiscal years (the "Material Customers"), and (ii) sets forth an accurate list and briefly describes all material contracts, warranties, commitments, understandings, instruments and similar agreements and arrangements relating to the Assets to which either of the Sellers are currently a party or by which either of the Sellers or any of their properties are bound, each of which shall be deemed material (the "Listed Agreements"). Prior to the Closing Date, each of the Sellers shall make available to U.S. Concrete and Buyer true, complete and correct copies of all the Listed Agreements.

(b) No Material Customer has canceled or substantially reduced or, to the knowledge of either of the Sellers or Stockholder, is threatening to cancel or substantially reduce its purchases of either of the Seller's products or services, and (ii) each of the Sellers and any other party to the Listed Agreements are in compliance with all material commitments and obligations pertaining to such party under such agreements and is not, nor has such party been asserted to be, in default, violation or breach of any such Listed Agreement, and no event has occurred and is continuing that constitutes or with notice or the passage of time or both, would constitute a default, violation or breach under any such Listed Agreement. The Listed Agreements are in full force and effect and constitute valid and binding agreements of each of the Sellers and the other parties thereto in accordance with their respective terms.

(c) Except as set forth in Schedule 5.09, neither of the Sellers, Stockholder nor any officer, employee, stockholder, director, representative or agent thereof is a party to any contract, arrangement, commitment or understanding among themselves or with any customer of either of the Sellers for the repurchase of products, sharing of fees, rebating of charges, bribes, kickbacks or other similar arrangements.

(d) Schedule 5.09 sets forth a summary of each outstanding bid or proposal by each of the Sellers that, if awarded to either of the Sellers, contemplates payments to either of the Sellers in excess of $10,000 and that is subject to acceptance or award by a third party.

(e) Schedule 5.09 sets forth a summary of each of the Sellers' open jobs and a job cost schedule as of the Balance Sheet Date. There has not been a decline in either of the Sellers' gross profit percentage since the Balance Sheet Date.

5.10 Permits. Schedule 5.10 contains an accurate list, summary description and copies of all licenses, franchises, permits, approvals, certificates, transportation authorities and other governmental authorizations and intangible assets held by each of the Sellers that are material to the conduct of their businesses, including, without limitation, permits, licenses and operating authorizations, titles (including motor vehicle titles and current registrations), fuel permits, franchises, certificates, trademarks, trade names, patents, patent applications and copyrights owned or held by each of the Sellers (collectively, the "Permits"). The Permits are valid, and neither of the Sellers have received any written notice that any Governmental Authority intends to cancel, terminate, suspend or change the terms of or not renew any such Permit. The Permits are all the permits, licenses, operating authorizations, franchises, approvals, certificates, transportation authorities and other governmental authorizations and intangible assets that are required by Law for the operation of the businesses of each of the Sellers and the ownership of the Assets of each of the Sellers. Each of the Sellers have conducted, and are currently conducting, their businesses in substantial compliance with the requirements, standards, criteria and conditions set forth in the Permits, as well as any applicable orders, approvals and variances related thereto, and are not in violation of any of the foregoing. Except as specifically provided in Schedule 5.10, the transactions contemplated by this Agreement will not result in a default under, a breach or violation of, a termination of, or adversely affect the rights and benefits afforded to either of the Sellers by, any Permits. None of the Permits require notice to, or the consent or approval of any Governmental Authority to the Closing or to the use of such Permit by Buyer after the Closing.

5.11 Environmental Matters. Except as set forth in Schedule 5.11, (a) each of the Sellers have complied with, and are currently in compliance with, all Environmental Laws, (b) each of the Sellers have obtained and complied with all necessary permits, licenses, authorizations and other approvals necessary to treat, transport, store, dispose of and otherwise handle Hazardous Substances and have reported, to the extent required by all Environmental Laws, all past and present sites owned or operated by either of the Sellers where Hazardous Substances have been treated, stored, disposed of or otherwise handled, (c) there have been no "releases" or threats of "releases" (as defined in any Environmental Laws) at, from, in, to, under or on any property currently or previously owned or operated by either of the Sellers, (d) there is no on-site or off-site location to which either of the Sellers have transported or disposed of Hazardous Substances or arranged for the transportation or disposal of Hazardous Substances which is or could be the subject of any federal, state, local or foreign enforcement action or any other investigation which could lead to any claim against U.S. Concrete, Buyer or any of their Affiliates for any clean-up cost, remedial work, damage to natural resources or personal injury, including, but not limited to, any claim under any Environmental Law, (e) neither of the Sellers have received any notice, claim, demand, warning, inquiry or request for information regarding any actual, threatened or potential action or liability under Environmental Laws or regarding any actual or threatened release of Hazardous Substances, and (f) neither of the Sellers have any contingent liabilities in connection with any release or disposal of any Hazardous Substance into the environment. None of the past or present sites owned or operated by either of the Sellers is currently or has ever been designated as a treatment, storage and/or disposal facility, nor has any such facility ever applied for a permit, license, authorization or other approval designating it as a treatment, storage and/or disposal facility, under any Environmental Law. Each of the Sellers have provided U.S. Concrete and Buyer with copies (or, if not available, accurate written summaries) of all environmental investigations, studies, audits, reviews and other analyses conducted by or on behalf, or which otherwise are in the possession, of either of the Sellers respecting any facility site or other property previously or presently owned or operated by either of the Sellers.

5.12 Labor and Employee Relations; Employment Matters.

(a) Neither of the Sellers are bound by or subject to any arrangement with any labor union. No employees of either of the Sellers are represented by any labor union or covered by any collective bargaining agreement, nor to either of the Seller's or Stockholder's knowledge, is any campaign to establish such representation in progress nor has there been any campaign to establish such representation within the last three years. There is no pending or, to either of the Seller's or Stockholder's knowledge, threatened labor dispute involving either of the Sellers and any group of their employees, nor have either of the Sellers experienced any significant labor interruptions over the past five years. Neither of the Sellers nor Stockholder have any knowledge of any significant issues or problems in connection with the relationship of either of the Sellers with their employees. Each of the Sellers considers the relationship with their employees to be good.

(b) There is (i) no unfair labor practice charge or complaint pending or, to the knowledge of Stockholder or the Sellers, threatened against or otherwise affecting either of the Sellers, (ii) no action, suit, complaint, charge, arbitration, inquiry, proceeding or investigation by or before any Governmental Authority brought by or on behalf of any employee, prospective employee, former employee, retiree, labor organization or other representative of either of the Sellers' employees is pending or threatened against either of the Sellers, (iii) no grievance is pending or threatened against either of the Sellers, (iv) neither of the Sellers are a party to, or otherwise bound by, any consent decree with, or citation by, any Governmental Authority relating to employees or employment practices, (v) each of the Sellers are in compliance with and have complied with all applicable Laws, agreements, contracts and policies relating to employment, employment practices, wages, hours and terms and conditions of employment, (vi) each of the Sellers have paid in full to, or accrued in its financial books and records, all employees of each of the Sellers all wages, salaries, commissions, bonuses, benefits and other compensation due to such employees or otherwise arising under any policy, practice, agreement, plan, program, statute or other law and (vii) each of the Sellers is in compliance with its obligations pursuant to the Worker Adjustment and Retraining Notification Act of 1988, and all other notification and bargaining obligations arising under any collective bargaining agreement, statute or otherwise.

(c) All employees of each of the Sellers are (i) citizens of the United States or (ii) not citizens of the United States, but, in accordance with the Immigration Reform and Control Act of 1986 ("IRCA") and other applicable Laws are either (A) immigrants authorized to work in the United States or (B) nonimmigrants authorized to work in the United States for either of the Sellers in their specific jobs.

5.13 Insurance. Intentionally Omitted.

5.14 Compensation; Employment Agreements. Schedule 5.14 sets forth an accurate schedule of all officers, directors and employees of each of the Sellers, listing the rate of compensation (and the portions thereof attributable to salary, bonus, benefits and other compensation, respectively) of each of such persons as of the date hereof. Attached to Schedule 5.14 are true, complete and correct copies of each employment or consulting agreement with any employee of either of the Sellers or Stockholder. Except as set forth in Schedule 5.14, each employee of either Seller is an employee "at-will" and neither of the Sellers are a party to any agreement, nor have they established any plan, policy, practice or program, requiring them to make a payment or provide any other form of compensation or benefit or vesting rights to any officer, director, stockholder, member or employee of either of the Sellers or other Person performing services for either of the Sellers which would not be payable or provided in the absence of this Agreement or the consummation of the transactions contemplated hereby, including any employment agreement or similar arrangement containing a "golden" parachute payment or other similar provisions under Section 280G of the Code.

5.15 Noncompetition, Confidentiality and Nonsolicitation Agreements; Employee Policies. Schedule 5.15 sets forth all agreements containing covenants not to compete or solicit employees or to maintain the confidentiality of information to which either of the Sellers or Stockholder are bound or under which either of the Sellers or Stockholder have any rights or obligations. Schedule 5.15 lists all employee manuals and all material policies, procedures and work-related rules that apply to any employee, director or officer of, or any other individual performing consulting or other independent contractor services for, each of the Sellers. Each of the Sellers have provided U.S. Concrete with a copy of all such written policies and procedures and a written description of all such unwritten policies and procedures.

5.16 Employee Benefit Plans.

(a) Schedule 5.16 sets forth an accurate schedule of each "employee benefit plan," as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), and all deferred compensation or retirement funding arrangements, whether formal or informal and whether legally binding or not, under which either of the Sellers or an ERISA Affiliate have any current or future obligation or liability or under which any present or former employee of either of the Sellers or an ERISA Affiliate, or such present or former employee's dependents or beneficiaries, have any current or future right to benefits (each such plan and arrangement referred to hereinafter as a "Plan"), together with true and complete copies of such Plans, arrangements and any trusts related thereto, and classifications of employees covered thereby as of the Balance Sheet Date. Except as set forth in Schedule 5.16, none of the Sellers or any ERISA Affiliate sponsors, maintain or contribute currently, or sponsored, maintained or contributed at any time during the preceding five years, to any plan, program, fund or arrangement that constitutes an employee pension benefit plan. Each Plan may be terminated by one or more of the Sellers, or if applicable, by an ERISA Affiliate at any time without any liability, cost or expense, other than costs and expenses that are customary in connection with the termination of a Plan. None of the Sellers or any ERISA Affiliate have any obligation to contribute to or accrue or pay any benefits under any deferred compensation or retirement funding arrangement on behalf of any employee or employees (such as, for example, and without limitation, any individual retirement account or annuity, retire medical benefits or "excess benefit play" (with the meaning of Section 3(36) of ERISA or any non-qualified deferred compensation arrangements)). For purposes of this Agreement, the term "employee pension benefit plan" shall have the meaning given that term in Section 3(2) of ERISA, and the term "ERISA Affiliate" means any corporation or trade or business under common control with either of the Sellers as determined under Section 414(b), (c), (m) or (o) of the Code. None of the Sellers or any ERISA Affiliate have sponsored, maintained or contributed to any Plan pursuant to the provisions of any collective bargaining agreement at any time during the preceding five years.

(b) Each Plan listed in Schedule 5.16 is in compliance in all material respects with the applicable provisions of ERISA, the Code and any other applicable Law. Except as set forth in Schedule 5.16, with respect to each Plan of each of the Sellers and each ERISA Affiliate (other than a "multiemployer plan," as defined in Section 4001(a)(3) of ERISA), all reports and other documents required under ERISA or other applicable Law to be filed with any Governmental Authority, including without limitation all Forms 5500, or required to be distributed to participants or beneficiaries, have been duly and timely filed or distributed. True and complete copies of all such reports and other documents with respect to the past five years for each Plan have been provided to U.S. Concrete and Buyer. No "accumulated funding deficiency" (as defined in Section 412(a) of the Code) with respect to any Plan has been incurred (without regard to any waiver granted under Section 412 of the Code), nor has any funding waiver from the Internal Revenue Service been received or requested. Except as set forth in Schedule 5.16, each Plan that is intended to be "qualified" within the meaning of Section 401(a) of the Code (a "Qualified Plan") is, and has been during the period from its adoption to the date hereof, so qualified, both as to form and operation and all necessary approvals of Governmental Authorities, including a favorable determination as to the qualification under the Code of each of such Qualified Plans and each amendment thereto, have been timely obtained. Except as set forth in Schedule 5.16, all accrued contribution obligations of each of the Sellers with respect to any Plan have either been fulfilled in their entirety or are fully reflected in the Financial Statements.

(c) No Plan has incurred or will incur, and neither either of the Sellers nor any ERISA Affiliate have incurred or will incur, with respect to any Plan, any liability for excise tax or penalty due to the Internal Revenue Service. There have been no terminations, partial terminations or discontinuances of contributions to any Qualified Plan during the preceding five years without notice to and approval by the Internal Revenue Service and payment of all obligations and liabilities attributable to such Qualified Plan.

(d) Except as set forth in Schedule 5.16, none of the Sellers or any ERISA Affiliate have made any promises of retirement or other benefits to employees, except as set forth in the Plans, and none of the Sellers or any ERISA Affiliate maintain or have established any Plan that is a "welfare benefit plan" within the meaning of Section 3(1) of ERISA that provides for continuing benefits or coverage for any participant or any beneficiary of a participant after such participant's termination of employment, except as may be required by Part 6 of Subtitle B of Title I of ERISA and Section 4980B of the Code and similar state Law provisions, and at the expense of the participant or the beneficiary of the participant, or retiree medical liabilities. None of the Sellers or any ERISA Affiliate maintain, have e stablished or have ever participated in a multiple employer welfare benefit arrangement as described in Section 3(40)(A) of ERISA. Except as set forth in Schedule 5.16, neither either of the Sellers nor any ERISA Affiliate have any current or future obligation or liability with respect to a Plan pursuant to the provisions of a collective bargaining agreement.

(e) None of the Sellers or any ERISA Affiliate have incurred, nor will they incur as a result of past activities, any material liability to the Pension Benefit Guaranty Corporation in connection with any Plan. The assets of each Plan that are subject to Title IV of ERISA are sufficient to provide the benefits under such Plan, the payment of which the Pension Benefit Guaranty Corporation would guarantee if such Plan were terminated, and such assets are also sufficient to provide all other "benefits liabilities" (as defined in ERISA Section 4001(a)(16)) due under such Plan upon termination.

(f) No "reportable event" (as defined in Section 4043 of ERISA) has occurred and is continuing with respect to any Plan. There are no pending, or to either of the Sellers' or Stockholder's knowledge, threatened claims, lawsuits or actions (other than routine claims for benefits in the ordinary course) asserted or instituted against, and none of the Sellers or any ERISA Affiliate has knowledge of any threatened litigation or claims against, the assets of any Plan or its related trust or against any fiduciary of a Plan with respect to the operation of such Plan. To each of the Sellers' and Stockholder's knowledge, there are no investigations or audits of any Plan by any Governmental Authority currently pending and there have been no such investigations or audits that have been concluded that resulted in any liability to either of the Sellers or any ERISA Affiliate that has not been fully discharged. None of the Sellers or any ERISA Affiliate has participated in any voluntary compliance or closing agreement programs established with respect to the form or operation of a Plan.

(g) None of the Sellers or any ERISA Affiliate have engaged in any prohibited transaction, within the meaning of Section 406 of ERISA or Section 4975 of the Code, in connection with any Plan for which exemption was not available. Except as set forth in Schedule 5.16, none of the Sellers or any ERISA Affiliate are, or ever has been, a participant in or are obligated to make any payment to a multiemployer plan. No Person or entity that was engaged by either of the Sellers or an ERISA Affiliate as an independent contractor within the last five years reasonably can or will be characterized or deemed to be an employee of either of the Sellers or an ERISA Affiliate under applicable Laws for any purpose whatsoever, including, without limitation, for purposes of federal, state and local income taxation, workers' compensation and unemployment insurance and Plan eligibility.

5.17 Litigation and Compliance with Law. Except as set forth in Schedule 5.17, there are no claims, actions, suits or proceedings, pending or, to the knowledge of either of the Sellers or Stockholder, threatened against or affecting either of the Sellers or the Assets, at law or in equity, or before or by any Governmental Authority having jurisdiction over either of the Sellers or the Assets. No written notice of any claim, action, suit or proceeding, whether pending or threatened, has been received by either of the Sellers and, to the knowledge of each of Stockholder and Sellers, there are no facts or circumstances existing which, with delivery of notice or passage of time or both would constitute such a claim, action, suit or proceeding. Except to the extent set forth in Schedule 5.17, each of the Sellers have conducted and are conducting their businesses in compliance with all Laws applicable to each of the Sellers, their assets or the operation of their businesses. Also listed on Schedule 5.17 are all other instances where either of the Sellers is a plaintiff or complaining or moving party, under any of the above types of proceedings.

5.18 Taxes. For purposes of this Agreement, the term "Taxes" shall mean all taxes, charges, fees, levies or other assessments including, without limitation, income, gross receipts, excise, property, sales, withholding, social security, unemployment, occupation, use, service, service use, license, payroll, franchise, transfer and recording taxes, fees and charges, imposed by the United States or any state, local or foreign government or subdivision or agency thereof, whether computed on a separate, consolidated, unitary, combined or any other basis; and such term shall include any interest, fines, penalties or additional amounts attributable to or imposed with respect to any such taxes, charges, fees, levies or other assessments. No federal, state, local or other tax returns or reports filed by either of the Sellers or Stockholder (whether filed prior to, on or after the Closing Date) with respect to the businesses of Sellers or the Assets will result in any taxes, assessments, fees or other governmental charges upon the Assets, U.S. Concrete or Buyer, whether as a transferee of the Assets or otherwise. All federal, state and local taxes due and payable with respect to the businesses of Sellers or the Assets have been paid, including, without limiting the generality of the foregoing, all federal, state and local income, sales, use, franchise, excise and property Taxes.

5.19 Absence of Changes. Since the Balance Sheet Date, except as set forth on Schedule 5.19, each Seller has conducted its operations in the ordinary course.

5.20 Accounts Receivable. Attached as Schedule 5.20 is a complete and accurate list of all accounts receivable of Sellers as of the date hereof, including receivables from and advances to employees of Company and Stockholder and any affiliated or related person or entity. Also attached as Schedule 5.20 is an aging of all accounts receivable showing amounts due in 30 day aging categories. Except to the extent reflected on Schedule 5.20, each account receivable is collectible in the full amount shown on Schedule 5.20.

5.21 Absence of Certain Business Practices. Neither of the Sellers, Stockholder nor any of their respective Affiliates has given or offered to give anything of value to any governmental official, political party or candidate for government office that was illegal to give or offer to give nor have any of them otherwise taken any action which would constitute a violation of the Foreign Corrupt Practices Act of 1977, as amended, or any similar Law.

5.22 Competing Lines of Business; Related-Party Transactions. Except as set forth in Schedule 5.22, neither Stockholder nor any other Affiliate of either of the Sellers owns, directly or indirectly, any interest in, or is an officer, director, employee or consultant of or otherwise receives remuneration from, any Competitive Business, lessor, lessee, customer or supplier of either of the Sellers. Except as set forth in Schedule 5.22, no officer or director of either of the Sellers or Stockholder have, nor had any interest in any tangible or intangible assets or real or personal property used in or pertaining to the business of either of the Sellers.

5.23 Intangible Property. Schedule 5.23 sets forth an accurate list of all Intangible Property. The Sellers own or possess, and the Assets include, sufficient legal rights to use all of such items without conflict with or infringement of the rights of others.

5.24 Capital Expenditures. Schedule 5.24 sets forth the total amount of capital expenditures currently budgeted or expected to be incurred by the Sellers in excess of $25,000 in the aggregate during the twelve (12) calendar months following the Closing Date.

5.25 Not Used.

5.26 Inventories. Except as Schedule 5.26 sets forth: (i) all inventories of each of the Sellers are merchantable and salable or usable in the ordinary course of business of each of the Sellers; and (ii) neither of the Sellers depend on any single vendor for its inventories, the loss of which could have a material adverse effect on the business or financial condition of either of the Sellers, or during the past five years has sustained a difficulty material to either of the Sellers in obtaining its inventories.

5.27 Product Warranties. Schedule 5.27 sets forth all the terms and conditions of all product or service warranties and guarantees given by each of the Sellers. The aggregate amount of losses and expenses incurred by reason of allowances, customer dissatisfaction or liabilities arising under such warranties and guarantees did not exceed $25,000 during any of the five years ended December 31, 2004, and there has been no materially adverse change in that experience since said date.

5.28 No Implied Representations. Notwithstanding anything to the contrary contained in this Agreement, it is the express understanding of each of Stockholder and the Sellers that neither U.S. Concrete nor Buyer is making any representation or warranty whatsoever, express or implied, other than those representations and warranties of U.S. Concrete and Buyer expressly set forth in this Agreement.

5.29 Disclosure. Each of Stockholder and the Sellers have fully provided U.S. Concrete, Buyer or their representatives with all the information that U.S. Concrete and Buyer have requested in analyzing whether to consummate the transactions contemplated by this Agreement. None of the information so provided nor any representation or warranty of Stockholder to U.S. Concrete or Buyer in this Agreement contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements herein, in light of the circumstances under which they were made, not misleading. There is no fact known to either of the Sellers or Stockholder which has specific application to either of the Sellers (other than general economic or industry conditions) and which materially adversely affects or, so far as Stockholder can reasonably foresee, materially threatens, the business or financial condition of either of the Sellers which has not been described in the Agreement or the Schedules hereto or disclosed in writing to U.S. Concrete and Buyer.

ARTICLE VI
REPRESENTATIONS AND WARRANTIES OF U.S. CONCRETE AND BUYER

U.S. Concrete and Buyer, jointly and severally, represent and warrant to Sellers and Stockholder as follows:

6.01 Organization. U.S. Concrete is a corporation duly organized, validly existing and in good standing under the Laws of the State of Delaware, and is duly authorized and qualified under all applicable Laws to carry on its businesses in the places and in the manner now conducted. Buyer is a corporation duly organized, validly existing and in good standing under the Laws of the state of Texas, and is duly authorized and qualified under all applicable Laws to carry on its business in the places and in the manner now conducted. Each of U.S. Concrete and Buyer has the requisite power and authority to own, lease and operate its assets and properties and to carry on their businesses such business is currently being conducted.

6.02 Authorization; Non-Contravention; Approvals.

(a) Each of U.S. Concrete and Buyer has the full legal right, power and authority to enter into this Agreement and the ancillary documents and agreements described herein and to consummate the transactions contemplated hereby. All corporate proceedings on the part of U.S. Concrete and Buyer necessary to authorize the execution and delivery of this Agreement and the consummation by U.S. Concrete and Buyer of the transactions contemplated hereby has been taken. This Agreement has been duly and validly executed and delivered by U.S. Concrete and Buyer and, assuming the due authorization, execution and delivery by each of the Sellers and Stockholder, constitutes valid and binding agreements of U.S. Concrete and Buyer, enforceable against U.S. Concrete and Buyer in accordance with its terms.

(b) The execution and delivery of this Agreement by U.S. Concrete and Buyer do not, and the consummation by U.S. Concrete and Buyer of the transactions contemplated hereby will not, violate or result in a breach of any provision of, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under, or result in the termination of, or accelerate the performance required by, or result in a right of termination or acceleration under any of the terms, conditions or provisions of (i) the Certificate of Incorporation or By-Laws of U.S. Concrete or Buyer, (ii) any Law applicable to either U.S. Concrete or Buyer or any of their respective properties or assets or (iii) any material note, bond, mortgage, indenture, deed of trust, license, franchise, permit, concession, contract, lease or other instrument, obligation or agreement of any kind to which U.S. Concrete or Buyer is now a party or by which either U.S. Concrete or Buyer or any of their respective properties or assets may be bound or affected.

(c) No declaration, filing or registration with, or notice to, or authorization, consent or approval of, any Governmental Authority is necessary for the execution and delivery of this Agreement by U.S. Concrete and Buyer or the consummation by U.S. Concrete and Buyer of the transactions contemplated hereby.

ARTICLE VII
CERTAIN COVENANTS

7.01 Access to Land and Records. Between the date of this Agreement and the Closing Date, Stockholder will cause each Seller to afford to or obtain for the officers and authorized representatives of Buyer access to all of the Land (including, without limitation, for the purpose of performing all testing, inspections and other procedures considered desirable by Buyer), sites, books and records, at all reasonable times and upon reasonable notice and will furnish Buyer with such additional financial and operating data and other information as to the businesses of Sellers and the Assets as Buyer may from time to time reasonably request. Buyer agrees to repair all damage, if any, caused by Buyer's entry onto the Land prior to Closing. Stockholder will cooperate, and will cause each Seller to cooperate, with Buyer, its representatives, engineers, auditors and counsel in the preparation of any documents or other materials which may be required in connection with any documents or materials required by any Governmental Authority. Buyer will cause all information obtained in connection with the negotiation and performance of this Agreement to be treated as confidential.

7.02 Future Cooperation.

(a) Each of the Sellers and U.S. Concrete shall deliver or cause to be delivered to the other following the Closing such additional instruments as the other may reasonably request for the purpose of fully carrying out this Agreement. Stockholder will cooperate and use his commercially reasonable best efforts to have the present officers, directors and employees of each of the Sellers cooperate with U.S. Concrete and Buyer at and after the Closing in furnishing information, evidence, testimony and other assistance in connection with any actions, proceedings, arrangements or disputes of any nature with respect to matters pertaining to all periods prior to the Closing. The party requesting cooperation, information or actions under this Section 7.02 shall reimburse the other party for all reasonable out-of-pocket costs and expenses paid or incurred in connection therewith, which costs and expenses shall not, however, include per diem charges for employees or allocations of overhead charges.

(b) Sellers and Stockholder each acknowledges and agrees that, from and after the Closing, Buyer shall be entitled to possession of all documents, books, records (including tax records), agreements and financial and operating data of any sort of Sellers related to the Assets; provided, however, that Buyer will give Sellers and Stockholder and their counsel, accountants and other authorized representatives reasonable access to the books and records of Sellers pertaining to periods prior to the Closing Date that they reasonably request, to the extent such books and records are in possession or control of Buyer at the time of such request.

(c) Between the Closing Date and the Adjustment Date, Sellers and Stockholder agree to forward to Buyer all accounts receivable received by Sellers after Closing, as soon as possible, but not less frequently than each Friday by check or electronic transfer.

7.03 Expenses. U.S. Concrete will pay the fees, expenses and disbursements of U.S. Concrete and its agents, representatives, accountants and counsel incurred in connection with the execution, delivery and performance of this Agreement and any amendments hereto. The Sellers will pay their fees, expenses and disbursements and those of their and each of the Sellers' agents, representatives, financial advisors, accountants and counsel incurred in connection with the execution, delivery and performance of this Agreement and any amendments hereto and the consummation of the transactions contemplated hereby. The Sellers will also pay any costs associated with business brokers or other advisors, if any, engaged by Stockholder or the Sellers.

7.04 Consulting Agreement. Concurrently with the Closing under this Agreement, Buyer shall enter into a mutually acceptable Consulting Agreement with David Bering.

7.05 Release from Encumbrances. The Sellers shall, on or before the Closing Date, take such actions as may be required to release or otherwise remove the Assets from all (if any) debts or other Encumbrances of either of the Sellers, including, without limitation, any blanket liens of either of the Sellers.

7.06 Change of Sellers Names. Within five business days after the Closing Date, each of the Sellers shall file with the Secretary of State of Texas an amendment to their Articles of Incorporation changing the names of each of the Sellers from their current names to a name or names not the same as, or confusingly similar to, their current names, and shall take such other actions and notify such other Governmental Authorities as may be necessary to effect such changes of each of the Sellers name.

7.07 Certain Supplies. At the time of Closing, the Sellers shall deliver to Buyer, and the Assets shall include, a supply of cement, aggregates, admixtures and fuel spread throughout the various ready-mixed concrete plants and (as applicable) the quarry located on each of the parcels of the Land in amounts consistent with the normal past operations of Sellers for the time of year in which the Closing occurs.

7.08 Continuing Employees. Concurrently with the Closing of this Agreement, Buyer shall offer employment (subject to Buyer's standard hiring practices, including without limitation, drug screening) to those persons set forth on Schedule 7.08 employed by each of the Sellers on the date immediately prior to the Closing Date (the "Continuing Employees"). All of the Continuing Employees, shall be employees of Buyer, at will, and the Buyer may terminate the employment of any of the Continuing Employees in its sole discretion, without liability or further obligation, at any time following the Closing for any reason whatsoever. Stockholder and Sellers will be responsible for all liabilities and obligations associated with (i) all accrued or earned salary, vacation and sick time of employees of either of the Sellers prior to Closing, and (ii) all prorated bonuses of employees of either of the Sellers for 2005 and all periods prior to Closing. Sellers agree to pay on or before December 9, 2005, all accrued wages owed by Sellers to all employees of Sellers through December 4, 2005.

7.09 Purchase of Stockholder's Personal Hunting Property. At the Closing, in addition to the Consideration, Buyer shall pay to Stockholder the sum of $20,000 as payment for all personal property and structures (excluding vehicles) owned by Stockholder and used in connection with deer hunting on the Chatfield parcel of the Land, including, without limitation, deer stands, fully equipped bunkhouse with walk-in cooler, deer blinds and feeders. Stockholder represents that none of such assets are listed as assets of either Seller.

7.10 Removal of Personal Property. Buyer acknowledges that certain of the Excluded Assets are located in Stockholder's office on the Desoto parcel of the Land. Buyer agrees to allow Stockholder up to two weeks after the Closing Date to remove such Excluded Assets, such removal to be at Stockholder's sole cost.

7.11 Post-Closing Consents. Sellers agree that if any consents by customers, suppliers, equipment lessors or other parties that are required to the assignments contemplated by this Agreement are not obtained prior to the Closing Date, that Sellers covenant and agree to obtain such consents after Closing, on the same terms and conditions that were in effect immediately prior to the Closing Date, within 30 days after Closing.

7.12 Insurance. Sellers covenant and agree to maintain in full force and effect all insurance and other arrangements relative to workers' compensation currently in place until the final resolution of all pre-Closing workers' compensation obligations.

7.13 Transition. Neither either of the Sellers nor Stockholder will take any action that is designed or intended to have the effect of discouraging any customer or business associate of Sellers from maintaining the same business relationships with Buyer after the Closing that it maintained with Sellers before the Closing. Each of the Sellers and Stockholder will refer all customer inquiries relating to the business of Sellers related to the Assets to Buyer from and after the Closing. After the Closing Date, each of the Sellers and Stockholder each further agree that they shall support, reasonably assist Buyer in obtaining, and, if required, consent to all permits, permit applications, zoning and other approvals which are now needed, or shall become needed in the future, for the operation of the Assets and shall not otherwise do anything to undermine the efforts of Buyer to obtain any of the above. Further, Stockholder agrees, for no additional consideration, to provide assistance to Buyer as requested by Buyer from time to time in order to allow for a smooth transition of the operation of the Assets from Sellers to Buyer (including assistance with customer relations).

ARTICLE VIII
CONDITIONS PRECEDENT TO OBLIGATIONS OF BUYER

The obligations of Buyer and U.S. Concrete hereunder are subject to the completion, satisfaction or, at their option, waiver, on or prior to the Closing Date, of the following conditions:

8.01 Representations and Warranties. The representations and warranties of Stockholder and Sellers contained in this Agreement shall be accurate on and as of the Closing Date with the same effect as though such representations and warranties had been made on and as of such date.

8.02 Covenants. Each and all of the terms, covenants and conditions of this Agreement to be complied with and performed by Stockholder and Sellers on or before the Closing Date shall have been duly complied with and performed.

8.03 No Adverse Proceeding. No action or proceeding before a court or any other governmental agency or body shall have been instituted or threatened to restrain or prohibit any of the transactions contemplated by this Agreement, and no governmental agency or body shall have taken any other action or made any request of Buyer as a result of which the management of Buyer deems it inadvisable to proceed with the transactions hereunder.

8.04 Consents. All necessary notices to, consents of and filings with any Governmental Authority or agency or other third party relating to the consummation of the Closing or the other transactions contemplated herein to be made or obtained by either of the Sellers or Stockholder shall have been obtained and made.

8.05 Survey. Buyer shall have obtained a survey or surveys of all or any parcel of the Land deemed necessary or desirable by Buyer or its lender and such surveys shall not disclose any material adverse matter and shall be otherwise acceptable to Buyer (and its lender, if required).

8.06 Title Policy.

(a) The Title Company shall have agreed to issue one or more owners policies of title insurance relative to the Prosper, Mesquite, Midlothian, Chatfield and DeSoto parcels of the Land in an aggregate amount acceptable to Buyer and the Title Company with each of the Title Company's standard printed exceptions deleted, insuring title to each specified parcel of the Land to be in Buyer subject only to the exceptions permitted by subsection (b) below (the "Title Policies").

(b) The Title Policies shall insure the interest of Buyer in the Land to be free and clear of all encumbrances whatsoever except: (i) zoning ordinances and regulations which do not, in Buyer's judgment, adversely affect continued use of the Land for its current uses after the Closing; (ii) real estate taxes and assessments, both general and special, which are a lien but are not yet due and payable at the Closing Date; and (iii) easements, encumbrances, covenants, conditions, reservations and restrictions of record, if any, as have been approved in writing by Buyer.

8.07 Transferability of Permits. Buyer shall have determined, in its sole discretion, that as a result of this transaction, all licenses, permits and other approvals required for the operation of the Assets by Buyer after Closing have been transferred to Buyer, or can be so transferred without public hearing or other regulatory re-approval process.

8.08 Environmental Review. Buyer, through its authorized representatives, must have completed a review (including, without limitation, all testing, inspections and other procedures, review of existing files of, and discussions with, governmental agencies and officials having jurisdiction over Sellers, Stockholder or the Assets) of the environmental and land use practices, procedures, operations and activities of Sellers; the results of which review, without limiting the generality of the foregoing, reflects compliance with all Laws governing the operations of Sellers, discloses no actual or probable violations, compliance problems, required capital expenditures or other substantive environmental, land use or real estate related concerns and are otherwise satisfactory in all respects to Buyer in its sole discretion.

8.09 Due Diligence Review. Buyer shall have concluded its due diligence review of Sellers and the Assets (including, without limitation, the Schedules provided for by this Agreement and a study of the aggregates quarry) with results satisfactory to Buyer and U.S. Concrete (including its Board of Directors) in their sole discretion.

8.10 Board Approval. The Board of Directors of U.S. Concrete and each Seller shall have approved the transaction contemplated by this Agreement.

ARTICLE IX
INDEMNIFICATION

9.01 Non-Assumption of Liabilities. Buyer shall not, by the execution and performance of this Agreement or otherwise, assume, become responsible for or incur any liability or obligation of any nature of either of the Sellers or Stockholder whether legal or equitable, matured or contingent, known or unknown, foreseen or unforeseen, ordinary or extraordinary, patent or latent, whether arising out of occurrences prior to, at or after the date of this Agreement, including, without limiting the generality of the foregoing, any liability or obligation arising out of or relating to: (a) any occurrence or circumstance (whether known or unknown) which occurs or exists on or prior to the date of this Agreement and which constitutes, or which by the lapse of time or giving notice (or both) would constitute, a breach or default under any lease, contract, or other instrument or agreement (whether written or oral); (b) any injury to or death of any person or damage to or destruction of any property, whether based on negligence, breach of warranty, or any other theory; (c) a violation of the requirements of any Governmental Authority or of the rights of any third person, including, without limitation, any requirements relating to the reporting and payment of federal, state, local or other income, sales, use, franchise, excise or property tax liabilities of either of the Sellers or Stockholder; (d) an agreement or arrangement between either of the Sellers and the employees of either of the Sellers or Stockholder or any labor or collective bargaining unit representing any such employees; (e) any severance pay obligation of either of the Sellers or any employee benefit plan (within the meaning of Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended) or any other fringe benefit program maintained or sponsored by either of the Sellers or Stockholder or to which either of the Sellers or Stockholder contributes or any contributions, benefits or liabilities therefor or any liability for the withdrawal or partial withdrawal from or termination of any such plan or program by either of the Sellers or Stockholder; (f) the debts of either of the Sellers or Stockholder; (g) any litigation against either of the Sellers or Stockholder, whether or not listed on Schedule 5.17; (h) any liability, obligation, cost or expense related to the Excluded Assets or Retained Liabilities; and (i) any liability, obligation cost or expense related to the Land or any of the other Assets related to any time period prior to the Closing Date, including, without limitation, the environmental condition thereof. Each of the Sellers and Stockholder each agree to indemnify U.S. Concrete, Buyer and their respective officers, directors, employees, stockholders, agents, representatives and Affiliates from and against all of the above liabilities and obligations in accordance with Section 9.03 below.

9.02 Survival of Representations and Warranties. The representations and warranties set forth in ARTICLE V and ARTICLE VI shall survive the Closing for a period of two years from the Closing Date (the "Expiration Date"), except that the representations and warranties set forth in Sections 5.03, 5.11, 5.16 and 5.18 hereof shall survive until such time as the applicable statute of limitations period has run, which shall be deemed to be the Expiration Date for Sections 5.03, 5.11, 5.16 and 5.18, as the case may be. The respective parties shall remain liable after the Expiration Date for breaches of the representations and warranties set forth in ARTICLE V and ARTICLE VI, provided such breaches are asserted in good faith by notice in writing to the alleged breaching party prior to the Expiration Date.

9.03 Indemnification by Stockholder and Sellers. Subject to Section 9.07 and Section 9.08, Stockholder and each of the Sellers covenant and agree that they will jointly and severally indemnify, defend, protect and hold harmless U.S. Concrete, Buyer and their respective officers, directors, employees, stockholders, agents, representatives and Affiliates at all times from and after the date of this Agreement from and against all Losses incurred by any of such indemnified persons and entities whether asserted prior to, at or after the Closing, arising out of or resulting from any facts, circumstances or events occurring on or before the Closing Date relating to: (a) until the Expiration Date any breach of the representations and warranties of Stockholder or either of the Sellers set forth herein or in the Schedules attached hereto or certificates delivered in connection herewith (it being understood that, notwithstanding anything to the contrary contained in this Agreement, to determine the amount of Losses arising from an inaccuracy or breach of a representation or warranty of Stockholder or either of the Sellers, such representation or warranty shall be read as if it were not qualified by materiality), (b) any breach or nonfulfillment of any covenant or agreement on the part of Stockholder or either of the Sellers under this Agreement, (c) all Taxes payable by either of the Sellers or Stockholder for all periods prior to and including the Closing Date, (d) all transfer and other Taxes arising from the transactions contemplated by this Agreement, (e) any violation of any Environmental Law by either of the Sellers or with respect to any Land or any other property currently or previously owned or leased by either of the Sellers, (f) any litigation, whether or not listed on Schedule 5.17, (g) any acts or omissions of either of the Sellers or its officers, directors, employees, agents, or Stockholder in connection with the operation of the businesses of either of the Sellers or the use, ownership or possession of any of the Assets prior to Closing, (h) lack of ownership of mineral rights or other title encumbrance to the Chatfield parcel of the Land that adversely affects Buyer's ability to conduct quarry operations on all or any part of the Chatfield parcel of the Land after the Closing; or (i) failure of Sellers to hold and/or transfer to Buyer, on the Closing Date, any Permit or other operational consent that adversely affects Buyer's ability to conduct quarry or ready-mixed concrete operations.

9.04 Indemnification by U.S. Concrete. Subject to Section 9.07 and Section 9.08, U.S. Concrete covenants and agrees that it will indemnify, defend, protect and hold harmless each Seller, Stockholder and their respective agents, representatives, Affiliates, beneficiaries and heirs and employees at all times from and after the date of this Agreement from and against all Losses incurred by any of such indemnified persons as a result of or arising from (a) until the Expiration Date, any breach of the representations and warranties of U.S. Concrete or Buyer set forth herein or in the Schedules attached hereto or certificates delivered in connection herewith or (b) any breach or nonfulfillment of any covenant or agreement on the part of U.S. Concrete or Buyer under this Agreement, or (c) any acts or omissions of Buyer or U.S. Concrete or its officers, directors, employees, or agents in connection with the post-Closing operation of the historic businesses of either of the Sellers or the use, ownership or possession of any of the Assets after the Closing.

9.05 Third Person Claims. Promptly after any party entitled to indemnification under Sections 3.03(c), 9.01, 9.03 or 9.04 hereof (hereinafter the "Indemnified Party") has received notice of or has knowledge of any claim by a Person or entity not a party to this Agreement ("Third Person"), of the commencement of any action or proceeding by a Third Person, which the Indemnified Party believes in good faith is an indemnifiable claim under this Agreement, the Indemnified Party shall give to the party obligated to provide indemnification pursuant to Sections 3.03(c), 9.01, 9.03 or 9.04 hereof (hereinafter the "Indemnifying Party") written notice of such claim or the commencement of such action or proceeding. Such notice shall state the nature and the basis of such claim and a reasonable estimate of the amount thereof. The Indemnifying Party shall have the right to defend and settle, at its own expense and by its own counsel reasonably acceptable to the Indemnified Party, any such matter so long as the Indemnifying Party pursues the same diligently and in good faith. If the Indemnifying Party undertakes to defend or settle, it shall promptly notify the Indemnified Party of its intention to do so, and the Indemnified Party shall cooperate with the Indemnifying Party and its counsel in all commercially reasonable respects in the defense thereof and in any settlement thereof. Such cooperation shall include, but shall not be limited to, furnishing the Indemnifying Party with any books, records and other information reasonably requested by the Indemnifying Party and in the Indemnified Party's possession or control. After the Indemnifying Party has notified the Indemnified Party of its intention to undertake to defend or settle any such asserted liability, and for so long as the Indemnifying Party diligently pursues such defense, the Indemnifying Party shall not be liable for any additional legal expenses incurred by the Indemnified Party in connection with any defense or settlement of such asserted liability; provided, however, that the Indemnified Party shall be entitled, at its expense, to participate in the defense of such asserted liability and the negotiations of the settlement thereof. The Indemnifying Party shall not settle any such Third Person claim without the consent of the Indemnified Party, unless the settlement thereof imposes no liability or obligation on, and includes a complete release from liability of, the Indemnified Party. If the Indemnifying Party desires to accept a final and complete settlement of any such Third Person claim and the Indemnified Party refuses to consent to such settlement, then the Indemnifying Party's liability under this Section with respect to such Third Person claim shall be limited to the amount so offered in settlement by said Third Person; provided, however, that notwithstanding the foregoing, the Indemnified Party shall be entitled to refuse to consent to any such proposed settlement and the Indemnifying Party's liability hereunder shall not be limited by the amount of the proposed settlement if such settlement imposes any liability or obligation on, or does not provide for the complete release of, the Indemnified Party. If, upon receiving notice, the Indemnifying Party does not timely undertake to defend such matter to which the Indemnified Party is entitled to indemnification hereunder, or fails diligently to pursue such defense, the Indemnified Party may undertake such defense through counsel of its choice, at the cost and expense of the Indemnifying Party, and the Indemnified Party may settle such matter, in its discretion, and the Indemnifying Party shall reimburse the Indemnified Party for the amount paid in such settlement and any other liabilities or expenses incurred by the Indemnified Party in connection therewith.

9.06 Non-Third Person Claims. In the event that any Indemnified Party asserts the existence of a claim giving rise to Losses (but excluding claims resulting from the assertion of liability by Third Persons), such party shall give written notice to the Indemnifying Party. Such written notice shall state that it is being given pursuant to this Section 9.06, specify the nature and amount of the claim asserted, and indicate the date on which such assertion shall be deemed accepted and the amount of the claim deemed a valid claim (such date to be established in accordance with the next sentence). If such Indemnifying Party, within 60 days after the mailing of notice by such Indemnified Party, shall not give written notice to such Indemnified Party announcing such Indemnifying Party's intent to contest such assertion of such Indemnified Party, such assertion shall be deemed accepted and the amount of such claim shall be deemed a valid claim. In the event, however, that such Indemnifying Party contests such assertion of a claim by giving such written notice to the Indemnified Party within said period, then the parties shall act in good faith to reach agreement regarding such claim. If the parties cannot resolve such dispute after good faith negotiations with respect thereto within 60 days after the notice provided by the Indemnifying Party, such dispute shall be submitted to arbitration in accordance with the provisions of Section 12.11. In the event that arbitration shall arise with respect to any such claim, the prevailing party shall be entitled to reimbursement of costs and expenses incurred in connection with such arbitration including reasonable attorneys' fees.

9.07 Indemnification Threshold. Neither Stockholder and Sellers, on the one hand, nor U.S. Concrete and Buyer, on the other hand, shall be entitled to indemnification from the other under the provisions of Section 9.03(a) herein or Section 9.04(a) herein, as the case may be, until such time as, the aggregate amount of such obligations exceed $100,000, at which time the indemnification obligations shall be effective as to all amounts, excluding the initial $100,000. Notwithstanding the foregoing, the limitations set forth in this Section 8.07 shall not apply to fraudulent misrepresentations nor to the representations and obligations set forth in Sections 5.03, 5.18 or 5.29 hereof.

9.08 Indemnification Limitation. Subject to Section 9.07, the aggregate indemnification obligation of Stockholder and Sellers under Section 9.03(a) herein and of U.S. Concrete and Buyer under Section 9.04(a) herein shall be limited to the amount of the Consideration without reduction for Interest Bearing Debt. Notwithstanding the foregoing, the limitations set forth in this Section 9.08 shall not apply to fraudulent misrepresentations.

9.09 Indemnification for Negligence of Indemnified Party. **THE RIGHTS TO INDEMNIFICATION UNDER THIS ARTICLE IX INCLUDE RIGHTS TO INDEMNIFICATION FOR THE RESULTS OF AN INDEMNIFIED PARTY'S ACTUAL OR ALLEGED NEGLIGENCE, IF SUCH INDEMNIFIED PARTY WOULD OTHERWISE BE ENTITLED TO INDEMNIFICATION HEREUNDER.**

ARTICLE X
NONCOMPETITION COVENANTS

10.01 Prohibited Activities.

(a) For no additional consideration, Stockholder and each of the Sellers will not for five years following the Closing Date (the "Noncompete Term"), directly or indirectly, for himself or itself, as the case may be, or on behalf of or in conjunction with any other Person, business or other entity of whatever nature:

(i) engage, as an officer, director, shareholder, owner, investor, lender, partner, joint venturer, or in a managerial or advisory capacity, whether as an employee, independent contractor, consultant or advisor, or as a sales representative, dealer or distributor, in any Competitive Business within a radius of one hundred (100) air miles any plant or other operating facility in which either of the Sellers was engaged in business on the date immediately prior to the Closing Date (the "Territory");

(ii) call upon or otherwise solicit any person, who is, at that time, an employee or consultant of U.S. Concrete or any of its Affiliates, for the purpose or with the intent or effect of enticing such employee or consultant away from or out of the employ or contract with U.S. Concrete or any of its Affiliates;

(iii) call upon or otherwise solicit any Person or entity which is, at that time, or which has been, within two years prior to that time, a customer of either of the Sellers, U.S. Concrete or any of its Affiliates within the Territory for the purpose of soliciting or selling services or products in a Competitive Business within the Territory; or

(iv) call upon or otherwise solicit any entity which either of the Sellers or U.S. Concrete has called on in connection with the possible acquisition by either of them of such entity or of which either of them has made an acquisition analysis, with the knowledge of that entity's status as an acquisition candidate of U.S. Concrete, for the purpose of acquiring that entity or arranging the acquisition of that entity by any Person or entity other than U.S. Concrete.

(b) Notwithstanding the above, Section 10.01(a) shall not be deemed to prohibit Stockholder from acquiring, as a passive investor with no involvement in the operations of the business, not more than one percent of the capital stock of a Competitive Business whose stock is publicly traded on a national securities exchange, the NASDAQ National Market or over-the-counter.

10.02 Equitable Relief. Because of the difficulty of measuring economic losses to U.S. Concrete and Buyer as a result of a breach of the foregoing covenant, because a breach of such covenant would diminish the value of the assets, properties and business of each of the Sellers being sold pursuant to this Agreement, and because of the immediate and irreparable damage that would be caused to U.S. Concrete and Buyer for which they would have no other adequate remedy, since monetary damages alone may not be an adequate remedy, Stockholder and each Seller agrees that the foregoing covenant may be enforced against such individual or entity by, without limitation, injunctions, restraining orders and other equitable actions.

10.03 Reasonable Restraint. It is agreed by the parties hereto that the foregoing covenants in this ARTICLE X are necessary in terms of time, activity and territory to protect U.S. Concrete's and Buyer's interest in the assets, properties and business being acquired pursuant to the terms of this Agreement and impose a reasonable restraint on Stockholder and Sellers in light of the activities and business of U.S. Concrete on the date of the execution of this Agreement and the current plans of U.S. Concrete.

10.04 Severability; Reformation. The covenants in this ARTICLE X are severable and separate, and the unenforceability of any specific covenant shall not affect the continuing validity and enforceability of any other covenant. In the event any court of competent jurisdiction shall determine that the scope, time or territorial restrictions set forth in this ARTICLE X are unreasonable and therefore unenforceable, then it is the intention of the parties that such restrictions be enforced to the fullest extent which the court deems reasonable and this Agreement shall thereby be reformed.

10.05 Material and Independent Covenant. Each of the Sellers and Stockholder acknowledge that their agreements and the covenants set forth in this ARTICLE X are material conditions to U.S. Concrete's and Buyer's agreements to execute and deliver this Agreement and to consummate the transactions contemplated hereby and that U.S. Concrete and Buyer would not have entered into this Agreement without such covenants. All of the covenants in this ARTICLE X shall be construed as an agreement independent of any other provision in this Agreement. The existence of any claim or cause of action by Stockholder or Sellers against U.S. Concrete or Buyer, whether predicated on this Agreement or otherwise, will not constitute a defense to the enforcement by U.S. Concrete or Buyer of any of the covenants of this ARTICLE X. It is specifically agreed that the time period Section 10.01 specifies will be computed in the case of Stockholder and each Seller by excluding from that computation any time during which Stockholder or either Seller is in violation of any provision of Section 10.01. The covenants this ARTICLE IX contains will not be affected by any breach of any other provision hereof by any party hereto.

ARTICLE XI
NONDISCLOSURE OF CONFIDENTIAL INFORMATION

11.01 General. Stockholder recognizes and acknowledges that he had in the past, currently has, and in the future will have, access to certain confidential information relating to the business of each of the Sellers, Buyer and/or U.S. Concrete, including, without limitation, lists of customers, operational policies, and pricing and cost policies that are, and following the Closing will be, valuable, special and unique assets of U.S. Concrete and Buyer. Stockholder agrees that he will not, directly or indirectly (through Sellers, any other Affiliate of Stockholder or otherwise), use or disclose such confidential information to any Person, firm, association or other entity for any purpose whatsoever, except as is required in the course of performing his duties, if any, to U.S. Concrete and/or Buyer, unless (a) such information becomes known to the public generally through no fault of Stockholder or his Affiliates, or (b) disclosure is required by Law, provided that prior to disclosing any information pursuant to this clause (b) the disclosing party shall give prior written notice thereof to U.S. Concrete and Buyer and provide U.S. Concrete with the opportunity to contest such disclosure. In the event of a breach or threatened breach by Stockholder of the provisions of this Section, U.S. Concrete shall be entitled to an injunction restraining Stockholder from disclosing, in whole or in part, such confidential information. Nothing herein shall be construed as prohibiting U.S. Concrete from pursuing any other available remedy for such breach or threatened breach, including, without limitation, the recovery of damages.

11.02 Equitable Relief. Because of the difficulty of measuring economic losses to U.S. Concrete and Buyer as a result of the breach of the foregoing covenant, because a breach of such covenant would diminish the value of the Assets being sold pursuant to this Agreement, and because of the immediate and irreparable damage that would be caused to U.S. Concrete and Buyer for which they would have no other adequate remedy, since monetary damages alone may not be an adequate remedy, Stockholder agrees that the foregoing covenants may be enforced against him, either of the Sellers or any other Affiliate by, without limitation, injunctions, restraining orders and other equitable actions.

ARTICLE XII
MISCELLANEOUS

12.01 Successors and Assigns; Rights of Parties. This Agreement and the rights of the parties hereunder may not be assigned (except by operation of Law) and shall be binding upon and shall inure to the benefit of the parties hereto, the successors of U.S. Concrete, Buyer and each of the Sellers, and the respective heirs and legal representatives of Stockholder. Except as provided in Article IX or in this Section 12.01, nothing in this Agreement is intended or will be construed to confer upon or give any Person or entity other than the parties hereto any rights or remedies under or by reason of this Agreement or any transaction contemplated hereby.

12.02 Entire Agreement. This Agreement (including the Schedules, exhibits and annexes attached hereto) and the documents delivered pursuant hereto constitute the entire agreement and understanding among Stockholder, each of the Sellers, Buyer and U.S. Concrete and supersede any prior agreement and understanding relating to the subject matter of this Agreement, including, without limitation, the Letter of Intent dated August 22, 2005, among Buyer, Stockholder and U.S. Concrete. This Agreement may be modified or amended only by a written instrument executed by Stockholder, each of the Sellers, U.S. Concrete and Buyer, acting through their respective officers, duly authorized by their respective Boards of Directors. Any right hereunder may be waived only by a written instrument executed by the party waiving such right.

12.03 Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument. Facsimile transmission of any signed original document and/or retransmission of any signed facsimile transmission will be deemed the same as delivery of an original. At the request of any party, the parties will confirm facsimile transmission by signing a duplicate original document.

12.04 Brokers and Agents. Each party hereto represents and warrants that it employed no other broker or agent in connection with the transactions contemplated by this Agreement. Each party agrees to indemnify each other party against all loss, cost, damages or expense arising out of claims for fees or commissions of brokers employed or alleged to have been employed by such indemnifying party.

12.05 Notices. All notices and communications required or permitted hereunder shall be in writing and may be given by overnight courier service (which will be deemed given one business day after the date sent), by depositing the same in the United States mail, addressed to the party to be notified, postage prepaid and registered or certified with return receipt requested (which will be deemed given three business days after deposit), or by delivering the same in person to an officer or agent of such party (which will be deemed given when actually received), as follows:

If to U.S. Concrete or Buyer, addressed to them at:

U.S. Concrete, Inc.
2925 Briarpark
Suite 1050
Houston, Texas 77042
Attn: Corporate Secretary

If to Stockholder, addressed as follows:

John D. Yowell, Jr.
2006 Woodway Dr.
Arlington, Texas 76017

If to either of the Sellers, addressed as follows:

c/o John D. Yowell, Jr.
2006 Woodway Dr.
Arlington, Texas 76017

In each case with a copy to (which shall not constitute notice):

Scott Damuth, Esq.
203 Colorado Blvd.
Dallas, Texas 75203
-or-
P.O. Box 223667
Dallas, Texas 75222

or such other address as any party hereto shall specify pursuant to this Section 12.05 from time to time.

12.06 Exercise of Rights and Remedies; Remedies Cumulative. Except as otherwise provided herein, no delay of or omission in the exercise of any right, power or remedy accruing to any party as a result of any breach or default by any other party under this Agreement shall impair any such right, power or remedy, nor shall it be construed as a waiver of or acquiescence in any such breach or default, or of any similar breach or default occurring later; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default occurring before or after that waiver. No right, remedy or election any term of this Agreement gives will be deemed exclusive, but each will be cumulative with all other rights, remedies and elections available at law or in equity.

12.07 Reformation and Severability. In case any provision of this Agreement shall be invalid, illegal or unenforceable, it shall, to the extent possible, be modified in such manner as to be valid, legal and enforceable, but so as to most nearly retain the intent of the parties, and if such modification is not possible, such provision shall be severed from this Agreement, and in either case, the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

12.08 Section Headings; Gender. The Section headings contained in this Agreement are inserted for convenience of reference only and shall not affect the meaning or interpretation of this Agreement. Words of the masculine gender in this Agreement shall be deemed and construed to include correlative words of the feminine and neuter genders and words of the neuter gender shall be deemed and construed to include correlative words of the masculine and feminine genders.

12.09 Interpretation. For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

(a) the terms defined in Section 1.01 and elsewhere in this Agreement include the plural as well as the singular and vice versa;

(b) all accounting terms not otherwise defined herein have the meanings ascribed to them in accordance with generally accepted accounting principles in the United States of America; and

(c) the words “herein,” “hereof,” and “hereunder” and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or other subdivision.

12.10 Governing Law. This Agreement shall be construed in accordance with the laws of the State of Texas (except for its principles governing conflicts of laws).

12.11 Dispute Resolution.

(a) Except with respect to injunctive relief as provided in Section 10.02 and Section 11.02 (which relief may be sought from any court or administrative agency with jurisdiction with respect thereto), any unresolved dispute or controversy arising under or in connection with this Agreement shall be settled exclusively by arbitration in accordance with the rules of the American Arbitration Association then in effect. The arbitration shall be conducted by a retired judge employed by the Dallas, Texas office of J.A.M.S./Endispute, Inc. (“JAMS”). The arbitration shall be held in JAMS’ Dallas, Texas office.

(b) The parties shall obtain from JAMS a list of the retired judges available to conduct the arbitration. The parties shall use their reasonable efforts to agree upon a judge to conduct the arbitration. If the parties cannot agree upon a judge to conduct the arbitration within 10 days after receipt of the list of available judges, the parties shall ask JAMS to provide the parties a list of three available judges (the “Judge List”). Within five days after receipt of the Judge List, each party shall strike one of the names of the available judges from the Judge List and return a copy of such list to JAMS and the other party. If two different judges are stricken from the Judge List, the remaining judge shall conduct the arbitration. If only one judge is stricken from the Judge List, JAMS shall select a judge from the remaining two judges on the Judge List to conduct the arbitration.

(c) The arbitrator shall not have the authority to add to, detract from, or modify any provision hereof nor to award punitive damages to any injured party. The arbitrator shall have the authority to order payment of damages, reimbursement of costs, including those incurred to enforce this Agreement, and interest thereon in the event the arbitrator determines that a material breach of this Agreement has occurred. A decision by the arbitrator shall be final and binding. Judgment may be entered on the arbitrator’s award in any court having jurisdiction.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

U.S. CONCRETE, INC.

By: /s/ Donald Wayne

Donald Wayne, Vice President and
General Counsel

BEALL CONCRETE ENTERPRISES, LTD.

By: Beall Management, Inc., a Texas
Corporation, its general partner

By: /s/ Donald Wayne

Name: Donald Wayne
Title: Vice President

GO-CRETE

By: /s/ John D. Yowell, Jr.

John D. Yowell, Jr., President

SOUTH LOOP DEVELOPMENT CORPORATION

By: /s/ John D. Yowell, Jr

John D. Yowell, Jr., President

STOCKHOLDER:

/s/ John D. Yowell, Jr

John D. Yowell, Jr.

Schedules*

Schedule 2.01	-	Interest Bearing Debt to be Assumed or Retired out of Closing proceeds; allocation of Consideration between Sellers
Schedule 3.02	-	Excluded Assets
Schedule 3.03	-	Assumed Liabilities; Worker's Compensation Claims
Schedule 5.01	-	Articles of Incorporation; Bylaws
Schedule 5.02	-	Authorization; Non-Contravention; Approvals
Schedule 5.07	-	Legal Descriptions; Real Property Disclosure
Schedule 5.08(a)	-	Personal Property
Schedule 5.09	-	Material Customers and Contracts
Schedule 5.10	-	Permits
Schedule 5.11	-	Environmental Compliance
Schedule 5.14	-	Compensation; Employment Agreements
Schedule 5.15	-	Noncompetition Agreements
Schedule 5.16	-	Employee Benefit Plans
Schedule 5.17	-	Litigation
Schedule 5.19	-	Absence of Changes
Schedule 5.20	-	Accounts Receivable
Schedule 5.22	-	Competitive Business
Schedule 5.23	-	Intangible Property
Schedule 5.24	-	Capital Expenditures
Schedule 5.26	-	Inventories
Schedule 5.27	-	Product Warranties
Schedule 7.08	-	Continuing Employees

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* Pursuant to Item 601(b)(2) of Regulation S-K, the omitted Schedules listed above will be furnished to the Commission upon request.

Exhibit 10.5

AMENDMENT NO. 4 TO
1999 INCENTIVE PLAN OF
U.S. CONCRETE, INC.

Effective as of February 13, 2006

The Board of Directors of U.S. Concrete, Inc. (the "Company") by resolution has duly adopted this Amendment No. 4 to the Company's 1999 Incentive Plan (the "Plan"). Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Plan.

1. The second sentence of Section 5 of the Plan is hereby amended to read in its entirety as follows:

"In no event will more than 500,000 shares available for Awards pursuant to the immediately preceding sentence be available for Director Awards."

2. The third sentence of Section 11 of the Plan is hereby amended to read in its entirety as follows:

"The Committee may provide for procedures to permit the exercise or purchase of any Employee Award, Independent Contractor Award or Director Award by use of the proceeds to be received from the sale of Common Stock issuable pursuant to such an Award."

Exhibit 10.21

February 4, 2005

Personal and Confidential

Sean M. Gore
20111 Kindle Oaks Drive
Katy, Texas 77450

Dear Sean,

I am pleased to formalize this offer of employment. As we discussed, the terms and conditions of the offer are as follows:

Company	U.S. Concrete, Inc.
Location	OFRC, Houston, Texas
Start Date	February 15, 2005
Position	Director, Business Development (reporting to Robert Hardy, CFO)
Base Salary	$175,000 per year, payable on a semi-monthly basis.
Annual Bonus	Your target and maximum bonus opportunities are 35% and 70%, respectively, of your annual base salary. The annual bonus is based on overall company, business unit and individual performance and is paid in the year after it is earned, subject to Board approval. The bonus plan is currently under review and it is possible the final target and maximum bonus percentages will vary form the percentages specified above.
Restricted Stock	You will receive 10,000 shares of U.S. Concrete, Inc. restricted stock. The shares will pro-rata vest over four years from the date of the grant, so long as you are employed on each vesting date.
Severance Pay	Should you be terminated involuntarily without cause, you will be eligible to receive severance pay of up to 6 (six) months of your base pay paid on a semi-monthly basis from the date of termination, or until you begin other employment, whichever occurs first. Receipt of severance pay is contingent upon the signing of an agreement and release.

Vacation	You will be eligible for 4 weeks of vacation in 2005.
Benefits	You will be eligible to participate in all health and welfare benefit programs available to similarly situated U.S. Concrete team members. A copy of the summary plan descriptions for these programs will be sent to you shortly. Also, you will be eligible to participate in U.S. Concrete's 401(k) and Employee Stock Purchase Plan.

As you are aware, federal law requires us to verify your eligibility for employment in the United States. We will review the customary I-9 documentation at your time of hire. Please be advised that nothing in this term sheet is intended to create any contract of employment. If you accept employment with U.S. Concrete, your employment will be on an at-will basis, which means that either you or U.S. Concrete may terminate the employment relationship at any time with or without notice and with or without cause.

Sean, we are extremely pleased to have the opportunity to work with an individual of your capability and reputation. Please acknowledge your acceptance of this offer by signing in the space below and returning the letter to me. If you have any questions, do not hesitate to give me a call.

Sincerely,

/s/ Robert Hardy

Robert Hardy
Senior Vice President – CFO
U.S. Concrete

Agreed and Accepted

/s/ Sean M. Gore

Date 2/15/05

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* On February 13, 2006, Mr. Gore's position was changed to Vice President – Finance.

Exhibit 10.22

INDEMNIFICATION AGREEMENT

THIS INDEMNIFICATION AGREEMENT (this "Agreement") is made as of________ ___, 200_ by and between U.S. Concrete, Inc., a Delaware corporation (the "Company"), and __________________ ("Indemnitee").

PRELIMINARY STATEMENT

Highly competent persons have become more reluctant to serve corporations as directors or in other capacities unless they are provided with adequate protection through insurance or adequate indemnification against inordinate risks of claims and actions against them arising out of their service to and activities on behalf of corporations.

The Board of Directors of the Company (the "Board") has determined that, in order to attract and retain qualified individuals, the Company will attempt to maintain on an ongoing basis, at its sole expense, liability insurance to protect persons serving the Company and its subsidiaries from certain liabilities. Although the furnishing of that insurance has been a customary and widespread practice among United States-based corporations and other business enterprises, the Board believes that, given current market conditions and trends, that insurance may be available to it in the future only at higher premiums and with more exclusions. At the same time, directors, officers and other persons in service to corporations or business enterprises increasingly are being subjected to expensive and time-consuming litigation relating to, among other matters, matters that traditionally would have been brought only against the corporation or business enterprise itself. The uncertainties relating to liability insurance and to indemnification have increased the difficulty of attracting and retaining those persons, and the Board has determined that (i) this increased difficulty is detrimental to the best interests of the Company's stockholders and that the Company should act to assure those persons that there will be increased certainty of such protection in the future and (ii) it is reasonable, prudent and necessary for the Company contractually to obligate itself to indemnify those persons to the fullest extent applicable law permits so that they will serve or continue to serve the Company free from undue concern that they will not be so indemnified.

The Bylaws of the Company require indemnification of the officers and directors of the Company. Indemnitee may also be entitled to indemnification pursuant to the Delaware General Corporation Law ("DGCL"). The Bylaws and the DGCL expressly provide that the indemnification provisions set forth therein are not exclusive, and thereby contemplate that contracts may be entered into between the Company and members of the board of directors, officers and other persons with respect to indemnification.

This Agreement is a supplement to and in furtherance of the Bylaws of the Company and any resolutions adopted pursuant thereto, and shall not be deemed a substitute therefor, nor to diminish or abrogate any rights of Indemnitee thereunder.

The Indemnitee does not regard the protection available under the Company's Bylaws and insurance as adequate in the present circumstances, and may not be willing to serve as an officer or director without adequate protection, and the Company desires Indemnitee to serve in such capacity. Indemnitee is willing to serve, continue to serve and to take on additional service for or on behalf of the Company on the condition that he be so indemnified.

NOW, THEREFORE, in consideration of the premises and the covenants herein, the parties to this Agreement agree as follows:

Section 1. *Services by Indemnitee.* Indemnitee agrees to serve as a director and/or officer of the Company and, as mutually agreed by Indemnitee and the Company, as a director, officer, trustee, general partner, managing member, employee, agent or fiduciary of other corporations, limited liability companies, partnerships, joint ventures, trusts or other enterprises (including, without limitation, employee benefit plans)(each, an "Enterprise"). Indemnitee may at any time and for any reason resign from any such position (subject to any other contractual obligation or any obligation applicable law imposes), in which event the Company will have no obligation under this Agreement to continue Indemnitee in that position. This Agreement is not and is not to be construed as an employment contract between the Company (or any of its subsidiaries) and Indemnitee. Indemnitee specifically acknowledges that Indemnitee's employment with the Company (or any of its subsidiaries), if any, is at will, and the Indemnitee may be discharged at any time for any reason, with or without cause, except as may be otherwise provided in any written employment contract between Indemnitee and the Company (or any of its subsidiaries), other applicable formal severance policies duly adopted by the Board or, with respect to service as a director of the Company, by the Company's Certificate of Incorporation, Bylaws and the DGCL. The foregoing notwithstanding, subject to Section 12, this Agreement will continue in force after Indemnitee has ceased to serve as an officer or director of the Company and no longer serves at the request of the Company as a director, officer, employee, agent or fiduciary of any other Enterprise.

Section 2. *Indemnification—General.* The Company will indemnify, and advance Expenses (as hereinafter defined) to, Indemnitee (i) as this Agreement permits and (ii) (subject to the provisions hereof) to the fullest extent applicable law in effect on the date hereof and as amended from time to time permits. The rights the preceding sentence provide to Indemnitee will include, but will not be limited to, the rights the other Sections hereof set forth.

Section 3. *Proceedings Other Than by or in the Right of the Company.* Indemnitee will be entitled to the rights of indemnification this Section 3 provides if, by reason of his Corporate Status, he is, or is threatened to be made, a party to or a participant in any threatened, pending or completed Proceeding (as hereinafter defined), other than a Proceeding by or in the right of the Company. Pursuant to this Section 3, the Company will indemnify Indemnitee against, and will hold Indemnitee harmless from and in respect of, all Expenses, judgments, penalties, fines (including excise taxes) and amounts paid in settlement (including all interest, assessments and other charges paid or payable in connection with or in respect of those Expenses, judgments, fines, penalties or amounts paid in settlement) actually and reasonably incurred by him or on his behalf in connection with that Proceeding or any claim, issue or matter therein, if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Company and, with respect to any criminal Proceeding, had no reasonable cause to believe his conduct was unlawful.

Section 4. *Proceedings by or in the Right of the Company.* Indemnitee will be entitled to the rights of indemnification this Section 4 provides if, by reason of his Corporate Status, he is, or is threatened to be made, a party to or a participant (as a witness or otherwise) in any threatened, pending or completed Proceeding brought by or in the right of the Company to procure a judgment in its favor. Pursuant to this Section 4, the Company will indemnify Indemnitee against, and will hold Indemnitee harmless from and in respect of, all Expenses actually and reasonably incurred by him or on his behalf in connection with that Proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Company; provided, however, that no indemnification against those Expenses will be made in respect of any claim, issue or matter in that Proceeding as to which Indemnitee has been adjudged to be liable to the Company unless and to the extent that the Court of Chancery, or the court in which that Proceeding has been brought or is pending, determines that despite the adjudication of liability but in view of all the circumstances of the case, Indemnitee is fairly and reasonably entitled to indemnification.

Section 5. *Indemnification for Expenses of a Party Who Is Wholly or Partly Successful.* Notwithstanding any other provision hereof, to the extent that Indemnitee is, by reason of his Corporate Status, a party to (or a participant in) and is successful, on the merits or otherwise, in defense of any Proceeding, the Company will indemnify him against all Expenses actually and reasonably incurred by him or on his behalf in connection therewith. If Indemnitee is not wholly successful in defense of any Proceeding but is successful, on the merits or otherwise, as to one or more but less than all claims, issues or matters in that Proceeding, the Company will indemnify Indemnitee against all Expenses actually and reasonably incurred by him or on his behalf in connection with each successfully resolved claim, issue or matter. For purposes of this Section 5 and without limitation, the termination of any claim, issue or matter in any Proceeding by dismissal, with or without prejudice, will be deemed to be a successful result as to that claim, issue or matter.

Section 6. *Indemnification for Expenses as a Witness.* Notwithstanding any other provision hereof, to the extent that Indemnitee is, by reason of his Corporate Status, a witness in any Proceeding to which Indemnitee is not a party, the Company will indemnify him against all Expenses actually and reasonably incurred by him or on his behalf in connection therewith.

Section 7. *Advancement of Expenses.* The Company will advance all reasonable Expenses incurred by or on behalf of Indemnitee in connection with any Proceeding within 10 days after the Company receives a statement or statements from Indemnitee requesting such advance or advances from time to time, whether prior to or after final disposition of that Proceeding. Each such statement must reasonably evidence the Expenses incurred by or on behalf of Indemnitee and include or be preceded or accompanied by an undertaking by or on behalf of Indemnitee to repay any Expenses advanced if it ultimately is determined that Indemnitee is not entitled to be indemnified by the Company against those Expenses. The Company will accept any such undertaking without reference to the financial ability of Indemnitee to make repayment, and without regard to Indemnitee's ultimate entitlement to indemnification under other provisions of this Agreement.

Section 8. *Procedure for Determination of Entitlement to Indemnification*. (a) Within sixty (60) days after the actual receipt by Indemnitee of notice that he or she is a party to or a participant (as a witness or otherwise) in any Proceeding, Indemnitee shall submit to the Company a written notice identifying the Proceeding. The omission by the Indemnitee to notify the Company will not relieve the Company from any liability which it may have to Indemnitee (i) otherwise than under this Agreement, and (ii) under this Agreement only to the extent the Company can establish that such omission to notify resulted in actual prejudice to the Company.

(b) Indemnitee shall thereafter deliver to the Company a written application to indemnify Indemnitee in accordance with this Agreement. Such application(s) may be delivered from time to time and at such time(s) as Indemnitee deems appropriate in his or her sole discretion. Following such a written application for indemnification by Indemnitee, the Indemnitee's entitlement to indemnification shall be determined according to Section 8(c) of this Agreement.

(c) On written request by Indemnitee for indemnification pursuant to Section 8(b), a determination, if applicable law requires, with respect to Indemnitee's entitlement thereto will be made in the specific case: (i) by a majority vote of the Disinterested Directors, even though less than a quorum of the Board, or (ii) if so requested by the Indemnitee in his or her sole discretion by an Independent Counsel in a written opinion to the Board, a copy of which will be delivered to Indemnitee. If it is so determined that Indemnitee is entitled to indemnification hereunder, the Company will: (i) within 10 days after that determination pay to Indemnitee all amounts theretofore incurred by or on behalf of Indemnitee in respect of which Indemnitee is entitled to that indemnification by reason of that determination; and (ii) thereafter on written request by Indemnitee, pay to Indemnitee within 10 days after that request such additional amounts theretofore incurred by or on behalf of Indemnitee in respect of which Indemnitee is entitled to that indemnification by reason of that determination. Indemnitee will cooperate with the person, persons or entity making the determination with respect to Indemnitee's entitlement to indemnification under this Agreement, including providing to such person, persons or entity on reasonable advance request any documentation or information which is (i) not privileged or otherwise protected from disclosure, (ii) reasonably available to Indemnitee and (iii) reasonably necessary to that determination. The Company will bear all costs and expenses (including attorneys' fees and disbursements) Indemnitee incurs in so cooperating (irrespective of the determination as to Indemnitee's entitlement to indemnification) and hereby indemnifies and agrees to hold Indemnitee harmless therefrom.

(d) If an Independent Counsel is to make the determination of entitlement to indemnification pursuant to Section 8(c), the Independent Counsel will be selected as this Section 8(d) provides. If a Change of Control has not occurred within two years prior to the date of Indemnitee's written request for indemnification pursuant to Section 8(a), the Board will select the Independent Counsel, and the Company will give written notice to Indemnitee advising him of the identity of the Independent Counsel so selected. If a Change of Control has occurred within two years prior to the date of that written request, Indemnitee will select the Independent Counsel (unless Indemnitee requests that the Board make the selection, in which event the preceding sentence will apply), and Indemnitee will give written notice to the Company advising it of the identity of the Independent Counsel so selected. In either event, Indemnitee or the Company, as the case may be, may, within 10 days after the written notice of selection has been given, deliver to the Company or to Indemnitee, as the case may be, a written objection to the selection; provided, however, that any such objection may be asserted only on the ground that the Independent Counsel so selected is not an "Independent Counsel" as Section 17 defines that term, and the objection must set forth with particularity the factual basis for that assertion. Absent a proper and timely objection, the person so selected shall act as Independent Counsel. If any such written objection is so made and substantiated, the Independent Counsel so selected may not serve as Independent Counsel unless and until that objection is withdrawn or a court of competent jurisdiction has determined that objection is without merit. If (i) an Independent Counsel is to make the determination of entitlement to indemnification pursuant to Section 8(c) and (ii) within 20 days after submission by Indemnitee of a written request for indemnification pursuant to Section 8(a), no Independent Counsel has been selected and not objected to, either the Company or Indemnitee may petition the Court of Chancery or other court of competent jurisdiction for resolution of any objection that has been made by the Company or Indemnitee to the other's selection of Independent Counsel and/or for the appointment as Independent Counsel of a person selected by the petitioned court or by such other person as the petitioned court designates, and the person with respect to whom all objections are so resolved or the person so appointed will act as the Independent Counsel under Section 8(c). The Company will pay any and all reasonable fees and expenses the Independent Counsel incurs in connection with acting pursuant to Section 8(c), and the Company will pay all reasonable fees and expenses incident to the procedures this Section 8(d) sets forth, regardless of the manner in which the Independent Counsel is selected or appointed. If (i) the Independent Counsel selected or appointed pursuant to this Section 8(d) does not make any determination respecting Indemnitee's entitlement to indemnification hereunder within 45 days after the Company receives a written request therefor and (ii) any judicial proceeding or arbitration pursuant to Section 10(a) is then commenced, that Independent Counsel will be discharged and relieved of any further responsibility in such capacity (subject to the applicable standards of professional conduct then prevailing).

Section 9. *Presumptions and Effect of Certain Proceedings.* (a) In making a determination with respect to entitlement to indemnification hereunder, the person, persons or entity making that determination must presume that Indemnitee is entitled to indemnification hereunder if Indemnitee has submitted a request for indemnification in accordance with Section 8(a), and the Company will have the burden of proof to overcome that presumption in connection with the making by any person, persons or entity of any determination contrary to that presumption. Neither the failure of the Company (including by its directors or independent legal counsel) to have made a determination prior to the commencement of any action pursuant to this Agreement that indemnification is proper in the circumstances because Indemnitee has met the applicable standard of conduct, nor an actual determination by the Company (including by its directors or independent legal counsel) that Indemnitee has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that Indemnitee has not met the applicable standard of conduct.

(b) The termination of any Proceeding or of any claim, issue or matter therein, by judgment, order, settlement or conviction, or on a plea of nolo contendere or its equivalent, will not (except as this Agreement otherwise expressly provides) of itself adversely affect the right of Indemnitee to indemnification hereunder or create a presumption that Indemnitee did not act in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Company or, with respect to any criminal Proceeding, that Indemnitee had reasonable cause to believe that his conduct was unlawful.

(c) Any action Indemnitee takes or omits to take in connection with any employee benefit plan will, if taken or omitted in good faith by Indemnitee and in a manner Indemnitee reasonably believed to be in the interest of the participants in or beneficiaries of that plan, be deemed to have been taken or omitted in a manner "not opposed to the best interests of the Company" for all purposes hereof.

(d) Reliance as Safe Harbor. For purposes of any determination of good faith, Indemnitee shall be deemed to have acted in good faith if Indemnitee's action is based on the records or books of account of the Enterprise, including financial statements, or on information supplied to Indemnitee by the officers of the Enterprise in the course of their duties, or on the advice of legal counsel for the Enterprise or on information or records given or reports made to the Enterprise by an independent certified public accountant or by an appraiser or other expert selected by the Enterprise. The provisions of this Section 9(d) shall not be deemed to be exclusive or to limit in any way the other circumstances in which the Indemnitee may be deemed or found to have met the applicable standard of conduct set forth in this Agreement.

(e) Actions of Others. The knowledge and/or actions, or failure to act, of any other director, trustee, partner, managing member, fiduciary, officer, agent or employee of the Enterprise shall not be imputed to Indemnitee for purposes of determining the right to indemnification under this Agreement.

Section 10. *Remedies of Indemnitee*. (a) In the event that (i) a determination is made pursuant to Section 8 that Indemnitee is not entitled to indemnification hereunder, (ii) advancement of Expenses is not timely made pursuant to Section 7, (iii) no determination as to Indemnitee's entitlement to indemnification shall have been made pursuant to Section 8(c) of this Agreement hereunder, or that determination shall not have been made within 45 days after receipt by the Company of the request for that indemnification, (iv) payment of indemnification is not made pursuant to Section 5 or 6 within 10 days after receipt by the Company of a written request therefor or (v) payment of indemnification pursuant to Section 8(c) is not made timely, Indemnitee will be entitled to an adjudication from the Court of Chancery of his entitlement to that indemnification or advancement of Expenses. Alternatively, Indemnitee, at his option, may seek an award in arbitration to be conducted by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Indemnitee must commence any such proceeding seeking an adjudication or an award in arbitration within 180 days following the date on which Indemnitee first has the right to commence that proceeding pursuant to this Section 10(a); provided, however, that this sentence will not apply in respect of a proceeding brought by Indemnitee to enforce his rights under Section 5.

(b) If a determination has been made pursuant to Section 8(c) that Indemnitee is not entitled to indemnification hereunder, any judicial proceeding or arbitration commenced pursuant to this Section 10 will be conducted in all respects as a de novo trial, or arbitration, on the merits and Indemnitee will not be prejudiced by reason of that adverse determination. In any judicial proceeding or arbitration commenced pursuant to this Section 10, the Company will have the burden of proving that Indemnitee is not entitled to indemnification or advancement of Expenses, as the case may be and the Company may not refer to or introduce into evidence any determination pursuant to Section 8(c) of this Agreement adverse to Indemnitee for any purpose. If Indemnitee commences a judicial proceeding or arbitration pursuant to this Section 10, Indemnitee shall not be required to reimburse the Company for any advances pursuant to Section 7 until a final determination is made with respect to Indemnitee's entitlement to indemnification (as to which all rights of appeal have been exhausted or lapsed).

(c) If a determination has been made pursuant to Section 8(c) that Indemnitee is entitled to indemnification hereunder, the Company will be bound by that determination in any judicial proceeding or arbitration commenced pursuant to this Section 10, absent (i) a misstatement by Indemnitee of a material fact, or an omission by Indemnitee of a material fact necessary to make Indemnitee's statements not materially misleading, in connection with the request for indemnification, or (ii) a prohibition of such indemnification under applicable law.

(d) If Indemnitee, pursuant to this Section 10, seeks a judicial adjudication of or an award in arbitration to enforce his rights under, or to recover damages for breach of, this Agreement, Indemnitee will be entitled to recover from the Company, and will be indemnified by the Company against, any and all expenses (of the types described in the definition of Expenses in Section 18) actually and reasonably incurred by him in that judicial adjudication or arbitration, but only if he prevails therein. If it is determined in that judicial adjudication or arbitration that Indemnitee is entitled to receive part of, but not all, the indemnification or advancement of expenses sought, the Expenses incurred by Indemnitee in connection with that judicial adjudication or arbitration will be appropriately prorated between those in respect of which this Section 10(d) entitles Indemnitee to indemnification and those Indemnitee must bear.

(e) The Company shall be precluded from asserting in any judicial proceeding or arbitration commenced pursuant to this Section 10 that the procedures and presumptions of this Agreement are not valid, binding and enforceable and shall stipulate in any such court or before any such arbitrator that the Company is bound by all the provisions of this Agreement.

(f) The Company shall indemnify Indemnitee to the fullest extent permitted by law against all Expenses and, if requested by Indemnitee, shall (within ten (10) days after the Company's receipt of such written request) advance such Expenses to Indemnitee, which are incurred by Indemnitee in connection with any judicial proceeding or arbitration brought by Indemnitee for (i) indemnification or advances of Expenses by the Company under this Agreement or any other agreement or provision of the Company's Certificate of Incorporation or Bylaws now or hereafter in effect or (ii) recovery or advances under any insurance policy maintained by any person for the benefit of Indemnitee, regardless of whether Indemnitee ultimately is determined to be entitled to such indemnification, advance or insurance recovery, as the case may be.

Section 11. *Non-exclusivity; Survival of Rights; Insurance; Subrogation.* (a) The rights to indemnification and advancement of Expenses this Agreement provides are not and will not be deemed exclusive of any other rights to which Indemnitee may at any time be entitled under applicable law, the Company's Certificate of Incorporation, the Company's Bylaws, any agreement, a vote of stockholders or a resolution of directors, or otherwise. No amendment, alteration or termination of this Agreement or any provision hereof will limit or restrict any right of Indemnitee hereunder in respect of any action Indemnitee has taken or omitted in his Corporate Status prior to that amendment, alteration or termination. To the extent that a change in Delaware law (whether by statute or judicial decision) permits greater indemnification by agreement than would be afforded currently under this Agreement, it is the intent and agreement of the parties hereto that Indemnitee will enjoy by this Agreement the greater benefits that change affords. No right or remedy herein conferred is intended to be exclusive of any other right or remedy, and every other right and remedy shall be cumulative and in addition to every other right and remedy given hereunder or now or hereafter existing at law or in equity or otherwise. The assertion or employment of any right or remedy hereunder, or otherwise, shall not prevent the concurrent assertion or employment of any other right or remedy.

(b) If the Company maintains an insurance policy or policies providing liability insurance for directors, officers, trustees, partners, managing members, employees, agents or fiduciaries of the Company or of any other Enterprise that any such person serves at the request of the Company, Indemnitee will be covered by such policy or policies in accordance with its or their terms to the maximum extent of the coverage available for any such director, officer, trustee, partner, managing member, employee, agent or fiduciary under such policy or policies. If, at the time the Company receives notice from any source of a Proceeding as to which Indemnitee is a party or a participant (as a witness or otherwise), the Company has director and officer liability insurance in effect, the Company shall give prompt notice of such Proceeding to the insurers in accordance with the procedures set forth in the respective policies. The Company shall thereafter take all necessary or desirable action to cause such insurers to pay, on behalf of the Indemnitee, all amounts payable as a result of such Proceeding in accordance with the terms of such policies.

(c) The Company will not be liable under this Agreement to make any payment of amounts otherwise indemnifiable (or for which advancement is provided hereunder) hereunder if and to the extent that Indemnitee has otherwise actually received that payment or obtained the entire benefit therefrom under any insurance policy, contract, agreement or otherwise.

(d) If the Company makes any payment hereunder, it will be subrogated to the extent of that payment to all the rights of recovery of Indemnitee, who will execute all papers required and take all action necessary to secure those rights, including execution of such documents as are necessary to enable the Company to bring suit to enforce those rights.

(e) The Company's obligation to indemnify or advance Expenses hereunder to Indemnitee with respect to Indemnitee's service at the request of the Company as a director, officer, employee, agent or fiduciary of any other Enterprise will be reduced by any amount Indemnitee has actually received as indemnification or advancement of Expenses from that other Enterprise.

Section 12. *Duration of Agreement*. This Agreement will continue until and terminate on the later of: (i) 10 years after the date that Indemnitee has ceased to serve as a director or officer of the Company or as a director, officer, trustee, partner, managing partner, employee, agent or fiduciary of any other Enterprise that Indemnitee served on behalf of the Company at the request of the Company; or (ii) one year after the final termination of any Proceeding (including any rights of appeal thereto) then pending in respect of which Indemnitee is granted rights of indemnification or advancement of Expenses hereunder and of any proceeding commenced by Indemnitee pursuant to Section 10 relating thereto including any rights of appeal of any Section 10 Proceeding. This Agreement will be binding on the Company and its successors and assigns and will inure to the benefit of Indemnitee and his spouse (if Indemnitee resides in Texas or another community property state), heirs, executors and administrators.

Section 13. *Severability*. If any provision or provisions of this Agreement is or are invalid, illegal or unenforceable for any reason whatsoever: (i) the validity, legality and enforceability of the remaining provisions hereof (including, without limitation, each portion of any Section containing any such invalid, illegal or unenforceable provision which is not itself invalid, illegal or unenforceable) will not in any way be affected or impaired thereby; (ii) such provision or provisions will be deemed reformed to the extent necessary to conform to applicable law and to give the maximum effect to the intent of the parties hereto; and (iii) to the fullest extent possible, the provisions of this Agreement (including, without limitation, each portion of any Section containing any such invalid, illegal or unenforceable provision which is not itself invalid, illegal or unenforceable) will be construed so as to give effect to the intent manifested thereby.

Section 14. *Exception to Right of Indemnification or Advancement of Expenses.* Notwithstanding any provision in this Agreement, the Company shall not be obligated under this Agreement to make any indemnity in connection with any claim made against Indemnitee:

(a) for which payment has actually been received by or on behalf of Indemnitee under any insurance policy or other indemnity provision, except with respect to any excess beyond the amount actually received under any insurance policy or other indemnity provision; or

(b) for an accounting of profits made from the purchase and sale (or sale and purchase) by Indemnitee of securities of the Company within the meaning of Section 16(b) of the Exchange Act or similar provisions of state statutory law or common law; or

(c) except as otherwise provided in Sections 10(d) - (f) hereof, prior to a Change in Control, in connection with any Proceeding (or any part of any Proceeding) initiated by Indemnitee, including any Proceeding (or any part of any Proceeding) initiated by Indemnitee against the Company or its directors, officers, employees or other indemnitees, unless (i) the Board of Directors of the Company authorized the Proceeding (or any part of any Proceeding) prior to its initiation or (ii) the Company provides the indemnification, in its sole discretion, pursuant to the powers vested in the Company under applicable law.

Section 15. *Enforcement and Binding Effect.*

(a) The Company expressly confirms and agrees that it has entered into this Agreement and assumed the obligations imposed on it hereby in order to induce Indemnitee to serve as a director or officer of the Company, and the Company acknowledges that Indemnitee is relying upon this Agreement in serving as a director or officer of the Company.

(b) This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral, written and implied, between the parties hereto with respect to the subject matter hereof.

Section 16. *Identical Counterparts.* This Agreement may be executed in one or more counterparts, each of which will for all purposes be deemed to be an original but all of which together will constitute one and the same agreement. Only one such counterpart signed by the party against whom enforceability is sought needs to be produced to evidence the existence of this Agreement.

Section 17. *Headings.* The headings of the Sections hereof are inserted for convenience only and do not and will not be deemed to constitute part of this Agreement or to affect the construction thereof.

Section 18. *Definitions*. For purposes of this Agreement:

"Acquiring Person" means any Person who or which, together with all its Affiliates and Associates, is or are the Beneficial Owner of 15% or more of the shares of Common Stock then outstanding, but does not include any Exempt Person; provided, however, that a Person will not be or become an Acquiring Person if that Person, together with its Affiliates and Associates, becomes the Beneficial Owner of 15% or more of the shares of Common Stock then outstanding solely as a result of a reduction in the number of shares of Common Stock outstanding which results from the Company's direct or indirect repurchase of Common Stock, unless and until such time as that Person or any Affiliate or Associate of that Person purchases or otherwise becomes the Beneficial Owner of additional shares of Common Stock constituting 1% or more of the then outstanding shares of Common Stock or any other Person (or Persons) who is (or collectively are) the Beneficial Owner of shares of Common Stock constituting 1% or more of the then outstanding shares of Common Stock becomes an Affiliate or Associate of that Person, unless, in either such case, that Person, together with all its Affiliates and Associates, is not then the Beneficial Owner of 15% or more of the shares of Common Stock then outstanding.

Notwithstanding anything in this definition of "Acquiring Person" to the contrary, so long as Main Street Merchant Partners II, L.P., a Delaware limited partnership ("Main Street"), together with all Affiliates and Associates thereof, remains the Beneficial Owner of 15% or more of the outstanding shares of Common Stock, Main Street and any Affiliate or Associate thereof will not be or become an Acquiring Person unless and until that Person, together with all Affiliates and Associates thereof, purchases or otherwise becomes the Beneficial Owner of additional shares of Common Stock constituting 1% or more of the then outstanding shares of Common Stock or any other Person (or Persons) who is (or collectively are) the Beneficial Owner of shares of Common Stock constituting 1% or more of the then outstanding shares of Common Stock becomes an Affiliate or Associate of that Person unless, in either such case, that Person, together with all Affiliates and Associates of that Person, is not then the Beneficial Owner of 15% or more of the shares of Common Stock then outstanding.

"Affiliate" has the meaning Exchange Act Rule 12b-2 specifies.

"Associate" means, with reference to any Person, (i) any corporation, firm, partnership, limited liability company, association, unincorporated organization or other entity (other than the Company or a subsidiary of the Company) of which that Person is an officer or general partner (or officer or general partner of a general partner) or is, directly or indirectly, the Beneficial Owner of 10% or more of any class of its equity securities or interests, (ii) any trust or other estate in which that Person has a substantial beneficial interest or for or of which that Person serves as trustee or in a similar fiduciary capacity and (iii) any relative or spouse of that Person, or any relative of that spouse, who has the same home as that Person.

A specified Person is deemed the "*Beneficial Owner*" of, and is deemed to "beneficially own," any securities:

(i) of which that Person or any of that Person's Affiliates or Associates, directly or indirectly, is the "beneficial owner" (as determined pursuant to Exchange Act Rule 13d-3) or otherwise has the right to vote or dispose of, including pursuant to any agreement, arrangement or understanding (whether or not in writing); provided, however, that a Person will not be deemed the "Beneficial Owner" of, or to "beneficially own," any security under this subparagraph (i) as a result of an agreement, arrangement or understanding to vote that security if that agreement, arrangement or understanding: (A) arises solely from a revocable proxy or consent given in response to a public (that is, not including a solicitation exempted by Exchange Act Rule 14a-2(b)(2)) proxy or consent solicitation made pursuant to, and in accordance with, the applicable provisions of the Exchange Act; and (B) is not then reportable by that Person on Exchange Act Schedule 13D (or any comparable or successor report);

(ii) which that Person or any of that Person's Affiliates or Associates, directly or indirectly, has the right or obligation to acquire (whether that right or obligation is exercisable or effective immediately or only after the passage of time or the occurrence of an event) pursuant to any agreement, arrangement or understanding (whether or not in writing) or on the exercise of conversion rights, exchange rights, other rights, warrants or options, or otherwise; provided, however, that a Person will not be deemed the "Beneficial Owner" of, or to "beneficially own," securities tendered pursuant to a tender or exchange offer made by that Person or any of that Person's Affiliates or Associates until those tendered securities are accepted for purchase or exchange; or

(iii) which are beneficially owned, directly or indirectly, by (A) any other Person (or any Affiliate or Associate thereof) with which the specified Person or any of the specified Person's Affiliates or Associates has any agreement, arrangement or understanding (whether or not in writing) for the purpose of acquiring, holding, voting (except pursuant to a revocable proxy or consent as described in the proviso to subparagraph (i) of this definition) or disposing of any voting securities of the Company or (B) any group (as Exchange Act Rule 13d-5(b) uses that term) of which that specified Person is a member;

provided, however, that nothing in this definition will cause a Person engaged in business as an underwriter of securities to be the "Beneficial Owner" of, or to "beneficially own," any securities that Person acquires through its participation in good faith in a firm commitment underwriting (including, without limitation, securities acquired pursuant to stabilizing transactions to facilitate a public offering in accordance with Exchange Act Regulation M or to cover overallotments created in connection with a public offering) until the expiration of 40 days after the date of that acquisition. For purposes of this definition, "voting" a security includes voting, granting a proxy, acting by consent, making a request or demand relating to corporate action (including, without limitation, calling a stockholder meeting) or otherwise giving an authorization (within the meaning of Section 14(a) of the Exchange Act) in respect of that security.

“*Change of Control*” means the occurrence of any of the following events that occurs after the IPO Closing Date: (i) any Person becomes an Acquiring Person; (ii) at any time the then Continuing Directors cease to constitute a majority of the members of the Board; (iii) a merger of the Company with or into, or a sale by the Company of its properties and assets substantially as an entirety to, another Person occurs and, immediately after that occurrence, any Person, other than an Exempt Person, together with all Affiliates and Associates of that Person (other than Exempt Persons), will be the Beneficial Owner of 15% or more of the total voting power of the then outstanding Voting Shares of the Person surviving that transaction (in the case or a merger or consolidation) or the Person acquiring those properties and assets substantially as an entirety unless that Person, together with all its Affiliates and Associates, was the Beneficial Owner of 15% or more of the shares of Common Stock outstanding prior to that transaction; (iv) the approval by the stockholders of the Company of a complete liquidation of the Company or an agreement or series of agreements for the sale or disposition by the Company of all or substantially all of the Company’s assets; or (v) occurs any other event of a nature that would be required to be reported in response to Item 6(e) of Schedule 14A of Regulation 14A (or a response to any similar item on any similar schedule or form) promulgated under the Exchange Act (as defined below), whether or not the Company is then subject to such reporting requirement.

“*Common Stock*” means (i) the common stock, par value $.001 per share, of the Company and (ii) any other class of capital stock of the Company which is (A) except for less voting rights, identical to the common stock clause (i) of this definition describes and (B) convertible into that common stock on a share for share basis on the occurrence of a Change of Control.

“*Continuing Director*” means at any time any individual who then (i) is a member of the Board and was a member of the Board as of the IPO Closing Date or whose nomination for his first election, or that first election, to the Board following that date was recommended or approved by a majority of the then Continuing Directors (acting separately or as a part of any action taken by the Board or any committee thereof) and (ii) is not an Acquiring Person, an Affiliate or Associate of an Acquiring Person or a nominee or representative of an Acquiring Person or of any such Affiliate or Associate.

“*Corporate Status*” describes the status of a natural person who is or was a director, officer, trustee, general partner, managing member, employee or agent of the Company or of any other Enterprise, provided that person is or was serving in that capacity at the request of the Company. For purposes of this Agreement, “serving at the request of the Company” includes any service by Indemnitee which imposes duties on, or involves services by, Indemnitee with respect to any employee benefit plan or its participants or beneficiaries.

“*Court of Chancery*” means the Court of Chancery of the State of Delaware.

“*Disinterested Director*” means a director of the Company who is not and was not a party to the Proceeding in respect of which indemnification is sought by Indemnitee hereunder.

“*Exchange Act*” means the Securities Exchange Act of 1934, as amended.

“*Exempt Person*” means: (i)(A) the Company, any subsidiary of the Company, any employee benefit plan of the Company or of any subsidiary of the Company and (B) any Person organized, appointed or established by the Company for or pursuant to the terms of any such plan or for the purpose of funding any such plan or funding other employee benefits for employees of the Company or any subsidiary of the Company; and (ii) Indemnitee, any Affiliate or Associate of Indemnitee or any group (as Exchange Act Rule 13d-5(b) uses that term) of which Indemnitee or any Affiliate or Associate of Indemnitee is a member.

“*Expenses*” include all attorneys’ fees, retainers, court costs, transcript costs, fees of experts, witness fees, travel expenses, duplicating costs, printing and binding costs, telephone charges, postage, delivery service fees, all other disbursements or expenses of the types customarily incurred in connection with prosecuting, defending, preparing to prosecute or defend, investigating, being or preparing to be a witness in, or otherwise participating in, a Proceeding and all interest or finance charges attributable to any thereof. Should any payments by the Company under this Agreement be determined to be subject to any federal, state or local income or excise tax, “Expenses” also will include such amounts as are necessary to place Indemnitee in the same after-tax position (after giving effect to all applicable taxes) he would have been in had no such tax been determined to apply to those payments. Expenses also shall include Expenses incurred in connection with any appeal resulting from any Proceeding, including without limitation the premium, security for, and other costs relating to any cost bond, supersedeas bond, or other appeal bond or its equivalent. Expenses, however, shall not include amounts paid in settlement by Indemnitee or the amount of judgments or fines against Indemnitee.

“*Independent Counsel*” means a law firm, or a member of a law firm, that or who is experienced in matters of corporation law and neither presently is, nor in the past five years has been, retained to represent: (i) the Company, its affiliates or Indemnitee in any matter material to any such party; or (ii) any other party to the Proceeding giving rise to a claim for indemnification hereunder. Notwithstanding the foregoing, the term “Independent Counsel” does not include at any time any person who, under the applicable standards of professional conduct then prevailing, would have a conflict of interest in representing either the Company or Indemnitee in an action to determine Indemnitee’s rights under this Agreement.

“*IPO*” means the first time a registration statement the Company has filed under the Securities Act of 1933, as amended, and respecting an underwritten primary offering by the Company of shares of Common Stock becomes effective under that Act and the Company issues and sells any of the shares registered by that registration statement.

“*IPO Closing Date*” means the date on which the Company first receives payment for the shares of Common Stock it sells in the IPO.

"*Person*" means any natural person, sole proprietorship, corporation, partnership of any kind having a separate legal status, limited liability company, business trust, unincorporated organization or association, mutual company, joint stock company, joint venture, estate, trust, union or employee organization or governmental authority.

"*Proceeding*" includes any threatened, pending or completed action, suit, arbitration, alternate dispute resolution mechanism, investigation, inquiry, administrative hearing or any other actual, threatened or completed proceeding, whether brought in the right of the Company or otherwise and whether of a civil, criminal, administrative or investigative nature, in which Indemnitee was, is or will be involved as a party or otherwise by reason of the fact that Indemnitee is or was a director or officer of the Company, by reason of any action taken by him or of any action on his part while acting as director or officer of the Company, or by reason of the fact that he is or was serving at the request of the Company as a director, officer, trustee, general partner, managing member, fiduciary, employee or agent of any other Enterprise, in each case whether or not serving in such capacity at the time any liability or expense is incurred for which indemnification, reimbursement, or advancement of expenses can be provided under this Agreement.

"*Voting Shares*" means: (i) in the case of any corporation, stock of that corporation of the class or classes having general voting power under ordinary circumstances to elect a majority of that corporation's board of directors; and (ii) in the case of any other entity, equity interests of the class or classes having general voting power under ordinary circumstances equivalent to the Voting Shares of a corporation.

Section 19. *Modification and Waiver*. No supplement to or modification or amendment of this Agreement will be binding unless executed in writing by both parties hereto. No waiver of any of the provisions of this Agreement will be deemed or will constitute a waiver of any other provisions hereof (whether or not similar), nor will any such waiver constitute a continuing waiver.

Section 20. *Notice by Indemnitee*. Indemnitee agrees promptly to notify the Company in writing on being served with any summons, citation, subpoena, complaint, indictment, information or other document relating to any Proceeding or matter which may be subject to indemnification or advancement of Expenses hereunder; provided, however, a failure to give that notice will not deprive Indemnitee of his rights to indemnification and advancement of Expenses hereunder unless the Company is actually and materially prejudiced thereby.

Section 21. *Notices*. All notices, requests, demands and other communications hereunder must be in writing and will be deemed delivered and received (i) if personally delivered or if delivered by telex, telegram, facsimile or courier service, when actually received by the party to whom the notice or communication is sent or (ii) if delivered by mail (whether actually received or not), at the close of business on the third business day in the city in which the Company's principal executive office is located next following the day when placed in the mail, postage prepaid, certified or registered, addressed to the appropriate party at the address of that party set forth below (or at such other address as that party may designate by written notice to the other party in accordance herewith):

(a) If to Indemnitee, to: ____

____

____

with a copy (which will not constitute notice for the purposes of this Agreement) to such legal counsel, if any, as the Indemnitee may designate in writing; and

(b) If to the Company, to: U.S. Concrete, Inc.
2925 Briarpark, Suite 1050
Houston, Texas 77042
Attention: President

Section 22. *Contribution*. To the fullest extent applicable law permits, if the indemnification this Agreement provides is unavailable to Indemnitee for any reason whatsoever, the Company, in lieu of indemnifying Indemnitee, will contribute to the amount incurred by Indemnitee, whether for judgments, fines, penalties, excise taxes, amounts paid or to be paid in settlement and/or for Expenses, in connection with any claim relating to an indemnifiable event under this Agreement, in such proportion as is deemed fair and reasonable in light of all the circumstances of that Proceeding in order to reflect: (i) the relative benefits received by the Company and Indemnitee as a result of the event(s) and/or transaction(s) giving rise to that Proceeding; and/or (ii) the relative fault of the Company (and its directors, officers, employees and agents) and Indemnitee in connection with such event(s) and/or transaction(s).

Section 23. *Governing Law; Submission to Jurisdiction.* This Agreement and the legal relations among the parties will be governed by, and construed and enforced in accordance with, the laws of the State of Delaware, without regard to its conflict of laws rules. Except with respect to any arbitration Indemnitee commences pursuant to Section 10(a), the Company and Indemnitee hereby irrevocably and unconditionally (i) agree that any action or proceeding arising out of or in connection with this Agreement will be brought only in the Court of Chancery and not in any other state or federal court in the United States of America or any court in any other country, (ii) consent to submit to the exclusive jurisdiction of the Court of Chancery for purposes of any action or proceeding arising out of or in connection with this Agreement, (iii) waive any objection to the laying of venue of any such action or proceeding in the Court of Chancery and (iv) waive, and agree not to plead or to make, any claim that any such action or proceeding brought in the Court of Chancery has been brought in an improper or otherwise inconvenient forum.

Section 24. *Miscellaneous*. Use of one gender herein includes usage of each other gender where appropriate. This Agreement uses the words "herein," "hereof" and words of similar import to refer to this Agreement as a whole and not to any provision of this Agreement, and the word "Section" refers to a Section of this Agreement, unless otherwise specified.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

ATTEST:

By: ______________________________

Print Name: ______________________________

U.S. CONCRETE, INC.

By: ______________________________

Name: ______________________________

Title: ______________________________

ATTEST:

By: ______________________________

Print Name: ______________________________

INDEMNITEE:

By: ______________________________

Print Name: ______________________________

Exhibit 12

U.S. Concrete, Inc.
Computation of Ratio of Earnings to Fixed Charges
(In thousands)

	Year ended December 31,					Three months ended December 31,
	2001	2002	2003	2004	2005	2005
Earnings before fixed charges:						
Income (loss) before income taxes and cumulative effect of accounting change	$ 17,203	$ (3,430)	$ 15,577	$ (16,916)	$ 20,733	$ 6,484
Interest expense	19,407	17,301	17,084	16,690	18,169	4,376
Interest portion of rentals	3,700	4,113	4,210	4,568	4,789	1,214
	$ 40,310	$ 17,984	$ 36,871	$ 4,342	$ 43,691	$ 12,074
Fixed charges:						
Interest expense	$ 19,407	$ 17,301	$ 17,084	$ 16,690	$ 18,169	$ 4,376
Capitalized interest	—	—	—	—	—	—
Interest portion of rentals	3,700	4,113	4,210	4,568	4,789	1,214
	$ 23,107	$ 21,414	$ 21,294	$ 21,258	$ 22,958	$ 5,590
Ratio of earnings to fixed charges	1.7x	0.8x	1.7x	0.2x	1.9x	2.2x
Fixed charges in excess of earnings	—	3,430	—	16,916	—	—
Rent expense	11,112	12,350	12,643	13,719	14,381	3,646
Interest factor	33%	33%	33%	33%	33%	33%
	3,700	4,113	4,210	4,568	4,789	1,214

(1) During the three months ended March 31, 2004, as a result of the March 2004 refinancing, we recognized an ordinary loss on early extinguishment of debt of $28.8 million, which consisted of $25.9 million in premium payments to holders of the subordinated notes we prepaid and a write-off of $2.9 million of debt issuance costs associated with all the debt paid.

Exhibit 21

SUBSIDIARIES OF U.S. CONCRETE, INC.

American Concrete Products, Inc.
Atlas-Tuck Concrete, Inc.
B.W.B., Inc. of Michigan
Beall Concrete Enterprises, Ltd.
Beall Industries, Inc.
Beall Investment Corporation, Inc.
Beall Management, Inc.
Builders' Redi-Mix, LLC
Central Concrete Corp.
Central Concrete Supply Co., Inc.
Central Precast Concrete, Inc.
Concrete XXXI Acquisition, Inc.
Concrete XXXII Acquisition, Inc.
Concrete XXXIII Acquisition, Inc.
Concrete XXXIV Acquisition, Inc.
Concrete XXXV Acquisition, Inc.
Concrete XXXVI Acquisition, Inc.
Eastern Concrete Materials, Inc.
Ready Mix Concrete Company of Knoxville
San Diego Precast Concrete, Inc.
Sierra Precast, Inc.
Smith Pre-cast, Inc.
Superior Concrete Materials, Inc.
Superior Materials, Inc.
Titan Concrete Industries, Inc.
USC GP, Inc.
USC LP, Inc.
USC Atlantic, Inc.
USC Management Co., L.P.
USC Michigan, Inc.
USC Payroll, Inc.
U.S. Concrete On-Site, Inc.
Wyoming Concrete Industries LLC

Exhibit 23

Consent of Independent Registered Public Accounting Firm

We hereby consent to the incorporation by reference in (i) the Registration Statements on Form S-8 (Nos. 333-83273, 333-60710, and 333-52980) of U.S. Concrete, Inc. and (ii) the Registration Statement on Form S-3 (No. 333-42860) of U.S. Concrete, Inc. of our report dated March 16, 2006 relating to the consolidated financial statements, management's assessment of the effectiveness of internal control over financial reporting and the effectiveness of internal control over financial reporting, which appears in this Annual Report on Form 10-K.

/s/ PricewaterhouseCoopers LLP

Houston, Texas
March 16, 2006

Exhibit 31.1

CERTIFICATIONS

I, Eugene P. Martineau, certify that:

1. I have reviewed this annual report on Form 10-K of U.S. Concrete, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

(a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

(b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

(c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

(d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

(a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: March 15, 2006

By /s/ Eugene P. Martineau

Eugene P. Martineau
President and Chief Executive Officer

Exhibit 31.2

CERTIFICATIONS

I, Robert D. Hardy, certify that:

1. I have reviewed this annual report on Form 10-K of U.S. Concrete, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

(a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

(b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

(c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

(d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

(a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: March 15, 2006

By: /s/ Robert D. Hardy

Robert D. Hardy
Senior Vice President and
Chief Financial Officer

Exhibit 32.1

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO SECTION 906
OF THE SARBANES-OXLEY ACT OF 2002

In connection with the annual report of U.S. Concrete, Inc. (the “Company”) on Form 10-K for the year ended December 31, 2005 (the “Report”), as filed with the Securities and Exchange Commission on the date hereof, I, Eugene P. Martineau, President and Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, to the best of my knowledge, that:

1. The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and

2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: March 15, 2006

By: /s/ Eugene P. Martineau

Eugene P. Martineau
President and Chief Executive Officer

Exhibit 32.2

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO SECTION 906
OF THE SARBANES-OXLEY ACT OF 2002

In connection with the annual report of U.S. Concrete, Inc. (the "Company") on Form 10-K for the year ended December 31, 2005 (the "Report"), as filed with the Securities and Exchange Commission on the date hereof, I, Robert D. Hardy, Senior Vice President and Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, to the best of my knowledge, that:

1. The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and

2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: March 15, 2006

By: /s/ Robert D. Hardy

Robert D. Hardy
Senior Vice President and
Chief Financial Officer