Interests, each encompassing Claims or Interests, as applicable, that are substantially similar to the other Claims or Interests, as applicable, in each such Class. Nevertheless, there can be no assurance that the Bankruptcy Court will reach the same conclusion.

- *The Debtors May Not Be Able to Satisfy Vote Requirements.* Pursuant to section 1126(c) of the Bankruptcy Code, section 1129(a)(7)(A)(i) of the Bankruptcy Code will be satisfied with respect to Class 4 if at least two-thirds in amount and more than one-half in number of the Allowed Claims that vote in each such Class, vote to accept the Plan, and pursuant to section 1126(d) of the Bankruptcy Code, section 1129(a)(7)(A)(i) of the Bankruptcy Code will be satisfied with respect to Class 7 if at least two-thirds in amount of Allowed Interests that vote in such Class 7, vote to accept the Plan. There is no guarantee that the Debtors will receive the necessary acceptances from Holders of Claims in Class 4. If Class 4 votes to reject the Plan, the Debtors may elect to amend the Plan with the reasonable consent of counsel to the Informal Noteholders Committee, seek Confirmation regardless of the rejection, or proceed with liquidation.

- *The Debtors May Not Be Able to Secure Confirmation of the Plan.* Section 1129 of the Bankruptcy Code sets forth the requirements for confirmation of a chapter 11 plan, and requires, among other things, a finding by the bankruptcy court that: (a) such plan "does not unfairly discriminate" and is "fair and equitable" with respect to any non-accepting classes; (b) confirmation of such plan is not likely to be followed by a liquidation or a need for further financial reorganization unless such liquidation or reorganization is contemplated by the plan; and (c) the value of distributions to non-accepting holders of claims and interests within a particular class under such plan will not be less than the value of distributions such holders would receive if the debtor was liquidated under chapter 7 of the Bankruptcy Code.

There can be no assurance that the requisite acceptances to confirm the Plan will be received. Even if the requisite acceptances are received, there can be no assurance that the Bankruptcy Court will confirm the Plan. A dissenting Holder of an Allowed Claim or Allowed Interest might challenge either the adequacy of this Disclosure Statement or whether the balloting procedures and voting results satisfy the requirements of the Bankruptcy Code or Bankruptcy Rules. Even if the Bankruptcy Court determines that this Disclosure Statement, the balloting procedures, and the voting results are appropriate, the Bankruptcy Court still can decline to confirm the Plan if it finds that any of the statutory requirements for Confirmation have not been met, including the requirement that the terms of the Plan do not "unfairly discriminate" and are "fair and equitable" to non-accepting Classes.

Confirmation of the Plan is also subject to certain conditions as described in Article IX of the Plan. If the Plan is not confirmed, it is unclear what distributions, if any, Holders of Allowed Claims and Allowed Interests will receive with respect to their Allowed Claims and Allowed Interests.

The Debtors, subject to the terms and conditions of the Plan, reserve the right to modify the terms and conditions of the Plan as necessary for Confirmation. Any such modifications could result in a less favorable treatment of any non-accepting Class, as well as of any Classes junior to such non-accepting Class, than the treatment currently provided in the Plan. Such a less favorable treatment could include a distribution of property to the Class affected by the modification of a lesser value than currently provided in the Plan or no distribution of property whatsoever under the Plan.

- *The Debtors May Pursue Nonconsensual Confirmation.* In the event that any impaired class of claims or Interests does not accept a chapter 11 plan, a bankruptcy court may nevertheless confirm such a plan at the proponents' request if at least one impaired class has accepted the plan (with such acceptance being determined without including the vote of any "insider" in such class), and, as to each impaired class that has not accepted the plan, the bankruptcy court determines that the plan "does not

discriminate unfairly" and is "fair and equitable" with respect to the dissenting impaired classes. The Debtors believe that the Plan satisfies these requirements and the Debtors may request such nonconsensual Confirmation in accordance with subsection 1129(b) of the Bankruptcy Code. Nevertheless, there can be no assurance that the Bankruptcy Court will reach this conclusion. In addition, the pursuit of nonconsensual Confirmation or Consummation may result in, among other things, increased expenses relating to Professional Fee Claims.

- *The Debtors May Object to the Amount or Classification of a Claim or Interest.* Except as otherwise provided in the Plan, the Debtors and the Reorganized Debtors reserve the right to object to the amount or classification of any Claim or Interest under the Plan. The estimates set forth in this Disclosure Statement cannot be relied upon by any Holder of a Claim or Interest where such Claim or Interest is subject to an objection. Any Holder of a Claim or Interest that is subject to an objection thus may not receive its expected share of the estimated distributions described in this Disclosure Statement.

- *The Debtor May Not Secure Adequate Financing to Consummate the Plan.* Consummation of the Plan is predicated upon the execution of the Exit Facility. The Debtors have not yet received a commitment in connection with the contemplated Exit Facility, and, though material terms of the Exit Facility have been negotiated, there can be no assurance that the Debtors will be able to secure such financing upon the Effective Date.

- *The Effective Date May Not Occur.* Although the Debtors believe that the Effective Date may occur quickly after the Confirmation Date, there can be no assurance as to such timing or as to whether the Effective Date will, in fact, occur.

- *Contingencies Could Affect Votes of Impaired Classes to Accept or Reject the Plan.* The distributions available to Holders of Allowed Claims and Allowed Interests under the Plan can be affected by a variety of contingencies, including whether or not the Debtors are consolidated and whether the Bankruptcy Court orders certain Allowed Claims to be subordinated to other Allowed Claims. The occurrence of any and all such contingencies, which could affect distributions available to Holders of Allowed Claims and Allowed Interests under the Plan, will not affect the validity of the vote taken by the impaired Classes entitled to vote to accept or reject the Plan or require any sort of revote by such impaired Classes.

If the conditions precedent to Confirmation are not met or waived, the Plan will not be confirmed; and if the conditions precedent to Consummation are not met or waived, the Effective Date will not take place. In the event that the Plan is not confirmed or is not consummated, the Debtors may seek Confirmation of a new plan. However, if the Debtors do not secure sufficient working capital to continue their operations or if the new plan is not confirmed, the Debtors may be forced to liquidate their assets. While the Liquidation Analysis indicates that some Holders of Claims in Classes 1 and 2 would likely receive a full recovery, it also demonstrates that Holders of Claims in Classes 3 and 4 would likely receive only a partial recovery on account of their Claims, and that Holders of Interests in Class 7 would receive no recovery in a hypothetical chapter 7 liquidation. For a more detailed description of the consequences of a liquidation scenario, see the Sections herein entitled "Best Interests Test" and "Findings of Liquidation Analysis," respectively.

The Debtors cannot state with any degree of certainty what recovery will be available to Holders of Allowed Claims and Allowed Interests in voting Classes.

No less than three unknown factors make certainty of creditor recoveries under the Plan impossible. First, the Debtors cannot know with any certainty, at this time, (a) how much money will

remain after paying all Allowed Claims that are senior to the voting Classes or (b) the value of the Reorganized Debtors. Second, the Debtors cannot know with any certainty, at this time, the number or amount of Claims that ultimately will be Allowed. Third, the Debtors cannot know with any certainty, at this time, the number or size of Claims senior to the voting Classes or unclassified Claims that ultimately will be Allowed.

The Debtors may not be able to achieve their projected financial results or meet post-reorganization debt obligations.

The Financial Projections set forth on Exhibit C to this Disclosure Statement represent management's best estimate of the Debtors' future financial performance based on currently known facts and assumptions about the Debtors' future operations, as well as the U.S. economy in general and the industry segments in which the Debtors operate in particular, and there is no guarantee that the Financial Projections will be realized. The Debtors' actual financial results may differ significantly from the Financial Projections. To the extent the Reorganized Debtors do not meet their projected financial results or achieve projected revenues and cash flows, the Reorganized Debtors may lack sufficient liquidity to continue operating as planned after the Effective Date, may be unable to service their debt obligations as they come due, may be unable to meet their operational needs, and the value of the New Equity may thereby be negatively affected. Further, a failure of the Reorganized Debtors to meet their projected financial results or achieve projected revenues and cash flows could lead to cash flow and working capital constraints, which constraints may require the Reorganized Debtors to seek additional working capital. The Reorganized Debtors may not be able to obtain such working capital when it is required. Moreover, even if the Reorganized Debtors were able to obtain additional working capital, it may only be available on unreasonable or cost prohibitive terms. For example, the Reorganized Debtors may be required to take on additional debt, the interest costs of which could adversely affect the results of the operations and financial condition of the Reorganized Debtors. If any such required capital is obtained in the form of equity, the Interests of the holders of the then-existing New Equity could be diluted.

A liquid trading market for the New Equity is unlikely to develop.

A liquid trading market for the New Equity may not develop. As of the Effective Date, the parties intend to list the New Equity for trade on an over-the-counter market. Consequently, the trading liquidity of the New Equity may be limited. The future liquidity of the trading market for the New Equity will depend upon, among other things, the number of holders of the New Equity and whether the stock is listed for trading on an exchange or over-the-counter market.

Estimated Valuation of the Reorganized Debtors, the New Equity, and the estimated recoveries to Holders of Allowed Claims and Allowed Interests are not intended to represent the potential market values (if any) of the New Equity.

The Debtors' estimated recoveries to Holders of Allowed Claims and Allowed Interests are not intended to represent the market value of the Reorganized Debtors' securities, if any. The estimated recoveries are based on numerous assumptions (the realization of many of which will be beyond the control of the Reorganized Debtors), including: (a) the successful reorganization of the Debtors; (b) an assumed date for the occurrence of the Effective Date; (c) the Reorganized Debtors' ability to achieve the operating and financial results included in the Financial Projections; (d) the Reorganized Debtors' ability to maintain adequate liquidity to fund operations; and (e) the assumption that capital and equity markets remain consistent with current conditions.

Upon Consummation of the Plan Certain Holders of Claims may be able to exert substantial influence over the Reorganized Debtors.

Upon Consummation of the Plan, certain Holders of Claims will receive distributions of outstanding shares of the New Equity, as contemplated by the Plan. Certain Holders of Note Claims may be in a position to exercise substantial influence over the outcome of actions requiring stockholder approval, including, among other things, election of directors. This concentration of ownership could also facilitate or hinder a negotiated change of control of the Debtors and, consequently, affect the value of the New Equity.

Certain tax implications of the Debtors' bankruptcy and reorganization may increase the tax liability of the Reorganized Debtors.

Holders of Allowed Claims and Allowed Interests should carefully review the Section herein entitled, "Certain U.S. Federal Income Tax Consequences of the Plan," to determine how the tax implications of the Plan and the Chapter 11 Cases may adversely affect the Reorganized Debtors.

If the Debtors are unable to compete successfully, they could lose customers and their sales could decline.

The building materials industry is competitive and fragmented and includes both numerous small companies capable of competing in the Debtors' markets on a local basis as well as several large companies that possess substantially greater financial and other resources than the Debtors, which local acumen or resources could allow them to compete more effectively. Barriers to entry in many of the Debtors' areas of operation are minimal and their competitors may offer products and services at a relatively low cost. The Debtors believe that the principal competitive factors in the market areas that they serve are quality of product and service, price, availability, and technical proficiency. The Debtors' operations may be adversely affected if their current competitors or new market entrants introduce new products or services with better features, performance, prices, or other characteristics, or that better address environmental concerns, than the Debtors' products and services. Competitive pressures, excess capacity in the Debtors' industry, or other factors also may result in significant price competition that could have a material adverse effect on their results of operations and financial condition. Finally, competition among building materials providers is also affected by each provider's reputation for safety and quality.

The turmoil presently existing in the financial markets and general economic conditions could negatively affect the Debtors' **financial performance.**

The current crisis in the global credit and financial markets, and the inability of corporate borrowers to access the debt markets, may materially and adversely affect the Debtors' ability to obtain sufficient financing to operate their business on a going-forward basis. Further, the Debtors' business may be adversely affected by the major recession currently being experienced in the United States. The continuation or worsening of current economic conditions could cause customers to scale back on new or existing construction, which could adversely affect the Debtors' revenues.

The Debtors' 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 the Debtors serve.

The ready-mixed concrete and precast concrete businesses are seasonal. In particular, demand for the Debtors' 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 could postpone or delay construction projects over geographic regions of the United States, and, consequently, could adversely affect the Debtors' business, financial condition, results of operations, and cash flows. The relative demand for the Debtors' products is a function of the highly cyclical construction industry. As a result, the Debtors' revenues may be adversely affected by declines in the construction industry generally and in the Debtors' local markets. The Debtors' results also may be materially affected by:

- the level of residential and commercial construction in regional markets, including reductions in the demand for new residential housing construction below current or historical levels;
- the availability of funds for public or infrastructure construction from local, state, and federal sources;
- unexpected events that delay or adversely affect the Debtors' ability to deliver concrete according to customers' requirements;
- changes in interest rates and lending standards;
- changes in the mix of the Debtors' 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;
- the Debtors' ability to control costs and maintain quality;
- employment levels; and
- regional or general economic conditions.

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

A disruption in the Debtors' operations could materially affect their operating results.

Many of the Debtors' facilities are located in areas that are vulnerable to natural disasters. Hurricanes and the threat of hurricanes, especially during the second and third calendar quarters of the year, could impair the Debtors' ability to operate in the southern United States coastal regions and land operations within the hurricane paths.

In addition, some of the Debtors' plants are susceptible to damage from earthquakes. The Debtors maintain only a limited amount of earthquake insurance, and, therefore, they are not fully insured against earthquake risk. Any significant earthquake damage to the Debtors' plants could materially adversely affect their business, financial condition results of operations, and cash flows.

The Debtors are subject to litigation which, if adversely determined, could result in substantial losses.

As described in the section herein entitled "Summary of Legal Proceedings," the Debtors are, from time to time, during the ordinary course of operating their business, subject to various litigation claims and legal disputes, including contract, lease, employment, and regulatory claims.

Certain litigation claims may not be covered entirely or at all by the Debtors' insurance policies, or their insurance carriers may seek to deny coverage. In addition, litigation claims can be expensive to defend and may divert the Debtors' attention from the operation of their business. Further, litigation, even if without merit, can attract adverse media attention. As a result, litigation can have a material adverse effect on the Debtors' business and, because the Debtors cannot predict the outcome of any action, it is possible that adverse judgments or settlements could significantly reduce the Debtors' earnings or result in losses.

Finally, the Proposed California Wage and Hour Settlement may not be approved, which could attract adverse media attention and significantly reduce the Debtors' earnings or result in losses.

The Debtors depend on third parties for concrete equipment and supplies essential to operate their business.

The Debtors rely on third parties to sell or lease property, plant, and equipment to them and to provide supplies, including cement and other raw materials, necessary for their operations. The Debtors cannot assure favorable working relationships with their suppliers in the future. Also, there have historically been periods of supply shortages in the concrete industry, particularly in a strong economy.

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

In 2006, cement prices rose at rates similar to those experienced in 2005 and 2004, as a result of strong domestic consumption driven largely by historic levels of residential construction that did not abate until the second half of 2006. During 2007, 2008, and 2009, residential construction slowed significantly, which resulted in a decline in the demand for ready-mixed concrete. Should demand increase substantially beyond the Debtors' current expectations, the market could experience shortages of t cement in future periods, which could adversely affect the Debtors' operating results, through the higher cost of raw materials.

Increased prices for raw materials or finished goods used in the Debtors' products and/or interruptions in deliveries of raw materials or finished goods could adversely affect the Debtors' profitability, margins, and revenues.

Raw aggregate materials essential to the Debtors' business normally are readily available, though market conditions can trigger constraints in the supply chain of certain raw materials, such as sand, cement, and cementitious materials, the price of which directly affects the Debtors' profitability. The commodities the Debtors use may undergo major price fluctuations and there is no certainty that the Debtors will be able to pass these costs through to their customers. The Debtors also may purchase raw materials and manufactured items from suppliers located in non-U.S. dollar-based economies. Therefore,

the Debtors may also be affected by fluctuations in currency exchange rates. In certain instances, the Debtors depend upon single or limited source suppliers for the supply of raw materials. This dependency upon regular deliveries from particular suppliers means that interruptions or stoppages in such deliveries could adversely affect the Debtors' operations until arrangements with alternate suppliers could be made.

The Debtors' net revenue attributable to infrastructure projects could be negatively impacted by a decrease or delay in governmental spending.

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

Increases in labor costs, collective bargaining agreements, potential labor disputes, and work stoppages at the Debtors' facilities or the facilities of their suppliers could materially adversely affect the Debtors' financial performance.

The Debtors' financial performance is affected by the availability of qualified personnel and the cost of labor. As of March 15, 2010, approximately 36%, of the Debtors' Employees were covered by collective bargaining agreements, which expire between 2010 and 2013. The Debtors' inability to negotiate acceptable new contracts or extensions of existing contracts with these unions could cause 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 work stoppages were to occur, or if other of the Debtors' Employees were to become represented by a union, the Debtors could experience a significant disruption of their operations and higher ongoing labor costs, which could materially adversely affect the Debtors' business, financial condition, results of operations, and cash flows. In addition, the coexistence of union and nonunion employees may impede the Debtors' ability to integrate their operations efficiently. Also, labor relations matters affecting the Debtors' suppliers of cement and aggregates could adversely impact their business from time to time.

In addition, strikes, work stoppages, or slowdowns experienced by the Debtors' suppliers and customers could result in slowdowns or closures of facilities where components of the Debtors' products are manufactured or delivered. Any interruption in the production or delivery of these components could reduce sales, increase costs, and have a material adverse affect on the Debtors' business.

The Debtors contribute to 18 multiemployer pension plans on behalf of their Employees. During 2006, the "Pension Protection Act of 2006" (the "PPA") was signed into law. For multiemployer defined benefit plans, the PPA establishes new funding requirements or rehabilitation requirements, creates additional funding rules for plans that are in endangered or critical status, and introduces enhanced disclosure requirements to participants regarding a plan's funding status. The Worker, Retiree and Employer Recovery Act of 2008 (the "WRERA") was enacted in late 2008 and provided some funding relief to defined benefit plan sponsors affected by recent market conditions. The WRERA allowed multiemployer plan sponsors to elect to retain their funding status from the preceding plan year (for example, a calendar year plan that was not in critical or endangered status for 2008 was able to elect to retain that status for 2009), and sponsors of multiemployer plans in endangered or critical status in plan years beginning in 2008 or 2009 were allowed a three-year extension of funding improvement or rehabilitation plans (extended the timeline for these plans to accomplish their goals from 10 years to 13 years, or from 15 years to 18 years for seriously endangered plans). Additionally, if the Debtors were to withdraw partially or completely from any plan that is underfunded, they would be liable for a proportionate share of that plan's unfunded vested benefits. Based on the information available from plan administrators, the Debtors believe that their portion of the contingent liability in the case of a full or

partial withdrawal from or termination of several of these plans or the inability of plan sponsors to meet the funding or rehabilitation requirements could be material to the Debtors' business financial condition, results of operations, and cash flows.

As previously discussed, the Debtors were assessed a complete withdrawal liability from the Teamsters Local 641 Pension, in the amount of $1,376,505. The Debtors are currently contesting this liability assessment. In addition, on or about March 19, 2010, Local 863 Pension Fund filed suit against Debtor Eastern Concrete Materials, Inc., seeking damages amount to $1,802,583 plus attorneys fees and accruing interest for alleged missed minimum funding contributions to this multiemployer pension plan. More information on the pension litigation can be found in the summary of legal proceedings section herein.

Further, many of the services that the Debtors provide and the products that they rent are complex, highly engineered, and often must perform or be performed in harsh conditions. The Debtors' success depends upon their ability to employ and retain technical personnel with the ability to design, utilize, and enhance these services and products. In addition, the Debtors' ability to expand their operations depends in part on their ability to increase their skilled labor force. A significant increase in the wages paid by competing employers could result in a reduction of the Debtors' skilled labor force, increases in the wage rates that they must pay, or both. If either of these events were to occur, the Debtors' cost structure could increase, their margins could decrease, and any growth potential could be impaired.

The Debtors' business will suffer if certain of their key officers or employees discontinue their employment.

The success of the Debtors' business is materially dependent upon the skills, experience, and efforts of certain of their key officers and employees. The loss of key personnel could have a material adverse effect on the Debtors' business, operating results, or financial condition. The Debtors may not succeed in attracting and retaining the personnel they need to generate sales and to expand their operations successfully, and, in such event, the Debtors' business could be materially and adversely affected. The loss of the services of any key personnel, or the Debtors' inability to hire new personnel with the requisite skills, could impair the Debtors' ability to develop new products or enhance existing products, sell products to their customers, or manage their business effectively.

There are risks related to the Debtors' internal growth and operating strategy.

The Debtors' ability to generate internal growth will be affected by, among other factors, the Debtors' ability to:

- attract new customers;
- differentiate themselves 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 the Debtors' operating strategy is to operate the 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 the Debtors do not implement and maintain proper overall business controls, this decentralized operating strategy could result in inconsistent operating and financial practices and the Debtors' overall profitability could be adversely affected.

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

The Debtors' inability to achieve internal growth could materially and adversely affect their business, financial condition, results of operations, and cash flows.

The Debtors' may be unsuccessful in continuing to carry out their strategy of growth through acquisitions.

One of the Debtors' principal growth strategies has been to increase revenues and the number of markets served and to continue selectively entering new geographic markets through the acquisition of additional businesses that produce and distribute ready-mixed concrete, precast concrete products, aggregates products, and related businesses. The Debtors 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 identified may be unwilling to sell;
- the Debtors may not have sufficient capital to pay for acquisitions; and
- competitors in the Debtors' industry may outbid them.

In addition, there are risks associated with any acquisitions the Debtors complete. The Debtors may face difficulties integrating the newly acquired businesses into their operations efficiently and on a timely basis. They also may experience unforeseen difficulties managing the increased scope, geographic diversity, and complexity of the Debtors' operations or mitigating contingent or assumed liabilities, potentially including liabilities the Debtors do not anticipate.

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

Goodwill represents the amount by which the total purchase price the Debtors have paid for acquisitions exceeds the estimated fair value of the net tangible assets acquired. The Debtors generally test for goodwill impairment in the fourth quarter of each year, because this period gives the best visibility of the reporting units' operating performances for the current year (seasonally, April through October are the Debtors' highest revenue and production months) and outlook for the upcoming year, since much of the customer base is finalizing operating and capital budgets.

During the third quarter of 2009, the Debtors performed an impairment test of their goodwill in conjunction with the sale of plants in Sacramento, California and due to depressed economic conditions. This resulted in an impairment of $45.8 million. During the fourth quarters of 2008 and 2007, the Debtors performed the annual test of goodwill, which resulted in impairments of $135.3 million and $81.9 million, respectively. In 2009, the Debtors' goodwill impairment included a $42.2 million write-down in the Debtors' northern California reporting unit and the remainder in the Debtors' Atlantic Region reporting unit. The U.S. recession and downturn in the U.S. construction markets has continued to impact the Debtors' revenue and expected future growth. The cost of capital has increased while the availability of funds from capital markets has not improved significantly. Lack of available capital impacts the Debtors' end-use projections. The downturn in residential construction has not improved and the Debtors are now seeing the recession affect the commercial sector of their revenue base. In addition, the California budget crisis has affected public works spending in this market.

As of December 31, 2009, goodwill represented approximately 3.6% of the Debtors' total assets. The Debtors can provide no assurance that future goodwill impairments will not occur. If the Debtors

determine that any of their remaining balance of goodwill is impaired, they will be required to take an immediate noncash charge to earnings.

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

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

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

In many instances, the Debtors must have various certificates, permits, or licenses in order to conduct their business. The Debtors' failure to maintain required certificates, permits, or licenses or to comply with applicable governmental requirements could result in substantial fines or possible revocation of the Debtors' authority to conduct some of their 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 the Debtors' acquisition program.

The Debtors' 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 the Debtors fail or are unable to provide products meeting these requirements and specifications, material claims may arise against the Debtors' and their reputation could be damaged. In the past, the Debtors have had significant claims of this kind asserted against them that they have resolved. There currently are claims, and the Debtors expect that in the future there will be additional claims, of this kind asserted against them. If a significant product-related claim or claims are resolved against the Debtors in the future, that resolution may have a material adverse effect on the Debtors' business, financial condition, results of operations, and cash flows.

Laws protecting the environment generally have become more stringent over time and are expected to continue to do so, which could lead to material increases in costs for future environmental compliance and remediation. Some environmental laws and regulations may impose strict liability, which means that in some situations the Debtors could be exposed to liability as a result of conduct of, or conditions caused by, prior operators or third parties, though the Debtors' conduct was lawful at the time it occurred. Clean-up costs and other damages arising as a result of environmental laws, and costs associated with changes in environmental laws and regulations could be substantial and could have a material adverse effect on the Debtors' financial condition, results of operations, and cash flows. The Debtors' compliance with amended, new or more stringent requirements, stricter interpretations of existing requirements, or the future discovery of environmental conditions may require the Debtors to make unanticipated material expenditures. The Debtors generally do not maintain insurance to cover environmental liabilities.

The Debtors operations are subject to various hazards that may cause personal injury or property damage and increase the Debtors operating costs.

Operating mixer trucks, particularly when loaded, expose the Debtors' drivers and others to traffic hazards. The Debtors' drivers are subject to the usual hazards associated with providing services on construction sites, while their 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 property, plants and equipment, and environmental damage. Although the Debtors conduct training programs designed to reduce these risks, they cannot eliminate these risks.

Increasing insurance claims and expenses could lower the Debtors' profitability and increase their business risk.

The nature of the Debtors' business subjects them to product liability, property damage, and personal injury claims. The Debtors evaluate certain of their risks and insurance coverage annually. While the Debtors believe that they have obtained sufficient insurance coverage with respect to the occurrences of casualty damage to cover losses that could result from the acts or events described above for the next year, the Debtors may not be able to obtain sufficient or similar insurance for later periods and cannot predict whether they will encounter difficulty in collecting on any insurance claims it may submit, including claims for business interruption.

The Debtors maintain insurance coverage in amounts they believe are in accord with industry practice for personal injury claims; however, this insurance may not be adequate to cover all losses or liabilities the Debtors may incur in their operations, and the Debtors may not be able to maintain insurance of the types or at levels the Debtors deem necessary or adequate or at rates they consider reasonable. A partially or completely uninsured claim, if successful and of sufficient magnitude, could have a material adverse effect on the Debtors financial condition, results of operations, and cash flows.

In addition, over the last several years, insurance carriers have raised premiums for many companies operating in the Debtors' industry. Increased premiums may further increase the Debtors' insurance expense as coverage expires. If the number or severity of claims within the Debtors' self-insured retention increases, they could suffer losses in excess of their reserves. An unusually large liability claim or a string of claims based on a failure repeated throughout the Debtors' mass production process may exceed the Debtors' insurance coverage or result in direct damages if the Debtors were unable or elected not to insure against certain hazards because of high premiums or other reasons. In addition, the availability of, and the Debtors' ability to collect on, insurance coverage is often subject to factors beyond the Debtors' control.

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

The Debtors' overall profitability is sensitive to price changes and minor variations in sales volumes.

Generally, the Debtors' products are price-sensitive. Prices for the Debtors' 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 the Debtors' control. Because of the fixed-cost nature of the Debtors' business, their overall profitability is sensitive to price changes and minor variations in sales volumes.

The Debtors' historical financial information may not be comparable to the financial information of the Reorganized Debtors.

As a result of the Consummation of the Plan and the transactions contemplated thereby, the financial condition and results of operations of the Reorganized Debtors from and after the Effective Date may not be comparable to the financial condition or results of operations reflected in the Debtors' historical financial statements.

The financial information is based on the Debtors' books and records and, unless otherwise stated, no audit was performed.

The financial information contained in this Disclosure Statement has not been audited. In preparing this Disclosure Statement, the Debtors relied on financial data derived from their books and records that was available at the time of such preparation. Although the Debtors have used their reasonable business judgment to assure the accuracy of the financial information provided in this Disclosure Statement, and while the Debtors believe that such financial information fairly reflects their financial condition, the Debtors are unable to warrant or represent that the financial information contained herein and attached hereto is without inaccuracies.

No legal or tax advice is provided by this Disclosure Statement.

This Disclosure Statement is not legal advice to any Entity. The contents of this Disclosure Statement should not be construed as legal, business, or tax advice. Each Holder of a Claim or Interest should consult its own legal counsel and accountant with regard to any legal, tax, and other matters concerning its Claim or Interest. This Disclosure Statement may not be relied upon for any purpose other than to determine how to vote to accept or reject the Plan or whether to object to Confirmation of the Plan.

No admissions made.

The information and statements contained in this Disclosure Statement will neither (a) constitute an admission of any fact or liability by any entity (including the Debtors) nor (b) be deemed evidence of the tax or other legal effects of the Plan on the Debtors, the Reorganized Debtors, Holders of Allowed Claims and Allowed Interests, or any other parties in interest.

Failure to identify litigation claims or projected objections.

No reliance should be placed on the fact that a particular litigation claim or projected objection to a particular Claim is, or is not, identified in this Disclosure Statement. The Debtors or the Reorganized Debtors may seek to investigate, file, and prosecute Claims and may object to Claims after Confirmation and Consummation of the Plan, irrespective of whether this Disclosure Statement identifies such Claims or objections to Claims.

Information was provided by the Debtors and was relied upon by the Debtors' advisors.

Counsel to and other advisors retained by the Debtors have relied upon information provided by the Debtors in connection with the preparation of this Disclosure Statement. Although counsel to and other advisors retained by the Debtors have performed certain limited due diligence in connection with the preparation of this Disclosure Statement, they have not verified independently the information contained herein.

No representations outside this Disclosure Statement are authorized.

No representations concerning or relating to the Debtors, the Chapter 11 Cases, or the Plan are authorized by the Bankruptcy Court or the Bankruptcy Code, other than as set forth in this Disclosure Statement. Any representations or inducements made to secure your acceptance or rejection of the Plan that are other than as contained in, or included with, this Disclosure Statement, should not be relied upon by you in arriving at your decision. You should promptly report unauthorized representations or inducements to counsel to the Debtors, counsel to the Notes Committee, and the Office of the United States Trustee for the District of Delaware.

Confirmation of the Plan

The Confirmation Hearing

The Bankruptcy Court has scheduled the Confirmation Hearing for [•], 2010 at [•] a.m./p.m., prevailing Eastern Time, before the Honorable [•], United States Bankruptcy Judge, in the United States Bankruptcy Court for the District of Delaware, located at 824 North Market Street, 6th Floor, Courtroom 1, Wilmington, Delaware 19801. The Confirmation Hearing may be adjourned from time to time without further notice except for an announcement of the adjourned date made at the Confirmation Hearing or by any notice of adjournment of the Confirmation Hearing filed by the Debtors and posted on their website at http://chapter11.epiqsystems.com/usconcrete.

Requirements For Confirmation of the Plan

Among the requirements for the Confirmation of the Plan are that the Plan (a) is accepted by all Impaired Classes of Claims and Interests, or if rejected by an Impaired Class, that the Plan "does not discriminate unfairly" and is "fair and equitable" as to such Class, (b) is feasible, and (c) is in the "best interests" of Holders of Claims and Interests that are Impaired under the Plan.

Requirements of Section 1129(a) of the Bankruptcy Code

The following requirements must be satisfied pursuant to section 1129(a) of the Bankruptcy Code before a bankruptcy court may confirm a plan of reorganization:

- The plan complies with the applicable provisions of the Bankruptcy Code.
- The proponents of the plan comply with the applicable provisions of the Bankruptcy Code.
- The plan has been proposed in good faith and not by any means forbidden by law.
- Any payment made or to be made by the proponent, by the debtor, or by a person issuing securities or acquiring property under a plan, for services or for costs and expenses in or in connection with the case, in connection with the plan and incident to the case, has been approved by, or is subject to the approval of, a bankruptcy court as reasonable.
- The proponent of the plan has disclosed the identity and affiliations of any individual proposed to serve, after confirmation of the plan, as a director, officer, or voting trustee of the debtor, an affiliate of the debtor participating in a joint plan with the debtor or a successor to the debtor

under the plan, and the appointment to, or continuance in, such office of such individual is consistent with the interests of creditors and equity security holders and with public policies.

- The proponent of the plan has disclosed the identity of any "insider" (as defined in section 101 of the Bankruptcy Code) that will be employed or retained by the reorganized debtors and the nature of any compensation for such insider.

- With respect to each holder within an impaired class of claims or interests —

  - each such holder (a) has accepted the plan, or (b) will receive or retain under the plan on account of such claim or interest property of a value, as of the effective date of the plan, that is not less than the amount that such holder would so receive or retain if the debtor were liquidated under chapter 7 of the Bankruptcy Code on such date; or

  - if section 1111(b)(2) of the Bankruptcy Code applies to the claims of such class due to its election to retain a lien, each holder of a claim of such class will receive or retain under the plan on account of such claim property of a value, as of the effective date of the plan, that is not less than the value of such holder's interest in the estate's interest in the property that secures such claims.

- With respect to each class of claims or interests, such class (a) has accepted the plan, or (b) is not impaired under the plan (subject to the "cramdown" provisions discussed below).

- Except to the extent that the holder of a particular claim has agreed to a different treatment of such claim, the plan provides that:

  - with respect to a claim of a kind specified in sections 507(a)(2) or 507(a)(3) of the Bankruptcy Code, on the effective date of the plan, the holder of the claim will receive on account of such claim cash equal to the allowed amount of such claim, unless otherwise agreed;

  - with respect to a class of claim of the kind specified in sections 507(a)(1), 507(a)(4), 507(a)(5), 507(a)(6), or 507(a)(7) of the Bankruptcy Code, each holder of a claim of such class will receive (a) if such class has accepted the plan, deferred cash payments of a value, on the effective date of the plan, equal to the allowed amount of such claim; or (b) if such class has not accepted the plan, cash on the effective date of the plan equal to the allowed amount of such claim; and

  - with respect to a priority tax claim of a kind specified in section 507(a)(8) of the Bankruptcy Code, the holder of such claim will receive on account of such claim deferred cash payments, over a period not exceeding six years after the date of assessment of such claim, of a value, as of the effective date of the plan, equal to the allowed amount of such claim.

- If a class of claims is impaired under the plan, at least one class of claims that is impaired under the plan has accepted the plan, determined without including any acceptance of the plan by any "insider," as defined in section 101 of the Bankruptcy Code.

- Confirmation of the plan is not likely to be followed by the liquidation, or the need for further financial reorganization, of the debtor or any successor to the debtor under the plan, unless such liquidation or reorganization is proposed in the plan.

- All fees payable under 28 U.S.C. § 1930, as determined by the Bankruptcy Court at the hearing on confirmation of the plan, have been paid or the plan provides for the payment of all such fees on the effective date of the plan.

- The plan provides for the continuation after its effective date of payment of all retiree benefits, as that term is defined in section 1114 of the Bankruptcy Code, at the level established pursuant to subsection (e)(i)(B) or (g) of section 1114 of the Bankruptcy Code, at any time prior to confirmation of the plan, for the duration of the period the debtor has obligated itself to provide such benefits.

Best Interests of Creditors

Notwithstanding acceptance of a plan by each impaired class, to confirm a plan, a bankruptcy court must determine that it is in the best interests of each holder of a claim or interest in any such impaired class that has not voted to accept the plan. Accordingly, if an impaired class does not unanimously accept a plan, the "best interests" test requires that a bankruptcy court find that the plan provides to each member of such impaired class a recovery on account of the member's claim or Interest that has a value, as of the effective date of the plan, at least equal to the value of the distribution that each such member would receive if the debtor was liquidated under chapter 7 of the Bankruptcy Code on such date. For additional information, as well as the Debtors' "best interests" analysis, please see the Section entitled "Liquidation Analysis."

Acceptance

Section 1126(c) of the Bankruptcy Code provides that a class of claims has accepted a plan of reorganization if such plan has been accepted by creditors that hold at least two-thirds in amount and more than one-half in number of the allowed claims of such class.

Section 1126(d) of the Bankruptcy Code provides that a class of interests has accepted a plan of reorganization if such plan has been accepted by holders of such interests that hold at least two-thirds in amount of the allowed interests of such class.

Feasibility

Section 1129(a)(11) of the Bankruptcy Code requires that confirmation of a plan of reorganization is not likely to be followed by the liquidation, or the need for further financial reorganization of the debtors, or any successor to the debtors (unless such liquidation or reorganization is proposed in the plan of reorganization).

To determine whether the Plan meets this feasibility requirement, the Debtors have analyzed their ability to meet their respective obligations under the Plan. As part of this analysis, the Debtors have prepared the Financial Projections. Based upon the Financial Projections, the Debtors believe that they will be a viable operation following the Chapter 11 Cases, and that the Plan will meet the feasibility requirements of the Bankruptcy Code.

Requirements of Section 1129(b) of the Bankruptcy Code

The Bankruptcy Code permits confirmation of a plan of reorganization notwithstanding rejection of the plan by an impaired class so long as (a) the plan of reorganization otherwise satisfies the requirements for confirmation, (b) at least one impaired class of claims has accepted the plan of reorganization without taking into consideration the votes of any insiders in such class, and (c) the plan of reorganization is "fair and equitable" and does not "discriminate unfairly" as to any impaired class that has not accepted such plan. These so-called "cramdown" provisions are set forth in section 1129(b) of the Bankruptcy Code.

"Fair and Equitable"

The Bankruptcy Code establishes different "cramdown" tests for determining whether a plan is "fair and equitable" to dissenting impaired classes of secured creditors, unsecured creditors, and Interest holders as follows:

Secured Creditors

A plan of reorganization is fair and equitable as to an impaired class of secured claims that rejects the plan if the plan provides: (a) that each of the holders of the secured claims included in the rejecting class (i) retains the liens securing its claim to the extent of the allowed amount of such claim, to the extent of the allowed amount of such claims, whether the property subject to those liens is retained by the debtor or transferred to another entity, and (ii) receives on account of its secured claim deferred cash payments having a present value, as of the effective date of the plan of reorganization, at least equal to the value of such Holder's interest in the Estate's interest in such property; (b) that each of the holders of the secured claims included in the rejecting class realizes the "indubitable equivalent" of its allowed secured claim; or (c) for the sale, subject to section 363(k) of the Bankruptcy Code, of any property that is subject to the liens securing the claims included in the rejecting class, free and clear of such liens, with such liens to attach to the proceeds of the sale and the treatment of such liens on proceeds in accordance with clause (a) or (b) of this paragraph.

Unsecured Creditors

A plan of reorganization is fair and equitable as to an impaired class of unsecured claims that rejects the plan if the plan provides that: (a) each Holder of a claim included in the rejecting class receives or retains under the plan property of a value, as of the effective date of the plan of reorganization, equal to the amount of its allowed claim; or (b) the holders of claims and Interests that are junior to the claims of the rejecting class will not receive or retain any property under the plan of reorganization on account of such junior claims or interests.

Holders of Interests

A plan of reorganization is fair and equitable as to an impaired class of Interests that rejects the plan if the plan provides that: (a) each holder of an Interest included in the rejecting class receives or retains under the plan property of a value, as of the effective date of the plan of reorganization, equal to the greatest of the allowed amount of (i) any fixed liquidation preference to which such holder is entitled, (ii) the fixed redemption price to which such holder is entitled, or (iii) the value of the interest; or (b) the holder of any interest that is junior to the interests of the rejecting class will not receive or retain any property under the plan of reorganization on account of such junior interest.

The Plan is fair and equitable as to Holders of Claims in Class 4 because, pursuant to the Plan Support Agreement, the Debtors have sufficient support from such Holders so that such Classes vote to accept the Plan. The Plan is fair and equitable as to Holders of Claims in Classes 1, 2, 3, 5, and 6 because the Plan provides that their Allowed Claims and Allowed Interests are Unimpaired. The Plan is fair and equitable as to Holders of Interests in Class 7 because such Holders stand to recover more under the Plan than in a hypothetical chapter 7 liquidation (where such Holders would receive no recovery). The Debtors believe the Plan is fair and equitable as to Holders of Claims in Class 8, who are conclusively deemed to have rejected the Plan, because there are no Claims or Interests junior to Class 8 Claims and, as such, the Plan does not provide any distribution to such Claims or Interests.

"Unfair Discrimination"

A plan of reorganization does not "discriminate unfairly" if a dissenting class is treated substantially equally to other classes similarly situated and no such class receives more than it is legally entitled to receive for its claims or interests.

The Debtors do not believe that the Plan discriminates unfairly against any impaired Class of Claims or Interests. The Debtors believe that the Plan and the treatment of all Classes of Claims and Interests under the Plan satisfy the foregoing requirements for nonconsensual Confirmation of the Plan.

Valuation of the Debtors

In conjunction with formulating the Plan, the Debtors determined that it was necessary to estimate the post-Confirmation going concern value of the Debtors. Accordingly, such valuation is set forth in the Section herein entitled "Valuation Analysis."

Effect of Confirmation of the Plan

Retention of Jurisdiction by the Bankruptcy Court

Notwithstanding the entry of the Confirmation Order and the occurrence of the Effective Date, on and after the Effective Date, the Bankruptcy Court shall retain exclusive jurisdiction over all matters arising out of, or related to, the Chapter 11 Cases and the Plan pursuant to sections 105(a) and 1142 of the Bankruptcy Code, including jurisdiction to:

1. allow, disallow, determine, liquidate, classify, estimate, or establish the priority, Secured or unsecured status, or amount of any Claim or Interest, including (i) the resolution of any request for payment of any Administrative Claim, and (ii) the resolution of any and all objections to the Secured or unsecured status, priority, amount, or allowance of Claims or Interests;

2. decide and resolve all matters related to the granting and denying, in whole or in part, any applications for allowance of compensation or reimbursement of expenses to Professionals authorized pursuant to the Bankruptcy Code or the Plan;

3. resolve any matters related to: (a) the assumption or assumption and assignment of any Executory Contract or Unexpired Lease to which a Debtor is party or with respect to which a Debtor may be liable and to hear, determine, and, if necessary, liquidate, any Claims arising therefrom, including Cure Claims pursuant to section 365 of the Bankruptcy Code; (b) any potential contractual obligation under any Executory Contract or Unexpired Lease that is assumed; and (c) any dispute regarding whether a contract or lease is or was executory or expired;

4. ensure that distributions to Holders of Allowed Claims and Allowed Interests are accomplished pursuant to the provisions of the Plan;

5. adjudicate, decide, or resolve any motions, adversary proceedings, contested or litigated matters, and any other matters, and grant or deny any applications involving a Debtor that may be pending on the Effective Date;

6. adjudicate, decide, or resolve any and all matters related to section 1141 of the Bankruptcy Code;

7. enter and implement such orders as may be necessary or appropriate to execute, implement, or consummate the provisions of the Plan and all contracts, instruments, releases, indentures, and other agreements or documents created in connection with the Plan or the Disclosure Statement;

8. enter and enforce any order for the sale of property pursuant to sections 363, 1123, or 1146(a) of the Bankruptcy Code;

9. resolve any cases, controversies, suits, disputes, or Causes of Action that may arise in connection with the Consummation, interpretation, or enforcement of the Plan or any Entity's obligations incurred in connection with the Plan;

10. issue injunctions, enter and implement other orders, or take such other actions as may be necessary or appropriate to restrain interference by any Entity with Consummation or enforcement of the Plan;

11. resolve any cases, controversies, suits, disputes, or Causes of Action with respect to the releases, injunctions, and other provisions contained in Article VIII of the Plan and enter such orders as may be necessary or appropriate to implement such releases, injunctions, and other provisions;

12. resolve any cases, controversies, suits, disputes, or Causes of Action with respect to the repayment or return of distributions and the recovery of additional amounts owed by the Holder of a Claim or Interest for amounts not timely repaid pursuant to Article VI.K.1 of the Plan;

13. enter and implement such orders as are necessary or appropriate if the Confirmation Order is for any reason modified, stayed, reversed, revoked, or vacated;

14. determine any other matters that may arise in connection with or relate to the Plan, the Disclosure Statement, the Confirmation Order, or any contract, instrument, release, indenture, or other agreement or document created in connection with the Plan or the Disclosure Statement;

15. enter an order or Final Decree concluding or closing the Chapter 11 Cases;

16. adjudicate any and all disputes arising from or relating to distributions under the Plan;

17. consider any modifications of the Plan, to cure any defect or omission, or to reconcile any inconsistency in any Bankruptcy Court order, including the Confirmation Order;

18. determine requests for the payment of Claims and Interests entitled to priority pursuant to section 507 of the Bankruptcy Code;

19. hear and determine disputes arising in connection with the interpretation, implementation, or enforcement of the Plan or the Confirmation Order, including disputes arising under agreements, documents, or instruments executed in connection with the Plan;

20. hear and determine matters concerning state, local, and federal taxes in accordance with sections 346, 505, and 1146 of the Bankruptcy Code;

21. hear and determine all disputes involving the existence, nature, scope, or enforcement of any exculpations, discharges, injunctions and releases granted in the Plan, including under Article VIII of the Plan, regardless of whether such termination occurred prior to or after the Effective Date;

22. enforce all orders previously entered by the Bankruptcy Court; and

23. hear any other matter not inconsistent with the Bankruptcy Code.

Settlement, Release, Injunction, and Related Provisions

Compromise and Settlement

NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, THE ALLOWANCE, CLASSIFICATION, AND TREATMENT OF ALL ALLOWED CLAIMS AND THEIR RESPECTIVE DISTRIBUTIONS AND TREATMENTS HEREUNDER TAKES INTO ACCOUNT AND CONFORMS TO THE RELATIVE PRIORITY AND RIGHTS OF THE CLAIMS AND THE INTERESTS IN EACH CLASS IN CONNECTION WITH ANY CONTRACTUAL, LEGAL, AND EQUITABLE SUBORDINATION RIGHTS RELATING THERETO WHETHER ARISING UNDER GENERAL PRINCIPLES OF EQUITABLE SUBORDINATION, SECTION 510 OF THE BANKRUPTCY CODE, OR OTHERWISE. AS OF THE EFFECTIVE DATE, ANY AND ALL SUCH RIGHTS DESCRIBED IN THE PRECEDING SENTENCE ARE SETTLED, COMPROMISED, AND RELEASED PURSUANT HERETO. THE CONFIRMATION ORDER WILL CONSTITUTE THE BANKRUPTCY COURT'S FINDING AND DETERMINATION THAT THE SETTLEMENTS REFLECTED IN THE PLAN ARE (1) IN THE BEST INTERESTS OF THE DEBTORS, THEIR ESTATES, AND ALL HOLDERS OF CLAIMS, (2) FAIR, EQUITABLE, AND REASONABLE, (3) MADE IN GOOD FAITH, AND (4) APPROVED BY THE BANKRUPTCY COURT PURSUANT TO SECTION 363 OF THE BANKRUPTCY CODE AND BANKRUPTCY RULE 9019. IN ADDITION, THE ALLOWANCE, CLASSIFICATION, AND TREATMENT OF ALLOWED CLAIMS TAKE INTO ACCOUNT ANY CAUSES OF ACTION, WHETHER UNDER THE BANKRUPTCY CODE OR OTHERWISE UNDER APPLICABLE NON-BANKRUPTCY LAW, THAT MAY EXIST BETWEEN THE DEBTORS AND ANY RELEASED PARTY; AS OF THE EFFECTIVE DATE, ANY AND ALL SUCH CAUSES OF ACTION ARE SETTLED, COMPROMISED, AND RELEASED PURSUANT HERETO. THE CONFIRMATION ORDER SHALL APPROVE THE RELEASES BY ALL ENTITIES OF ALL SUCH CONTRACTUAL, LEGAL, AND EQUITABLE SUBORDINATION RIGHTS OR CAUSES OF ACTION THAT ARE SATISFIED, COMPROMISED, AND SETTLED PURSUANT HERETO. NOTHING IN ARTICLE VIII.A OF THE PLAN SHALL COMPROMISE OR SETTLE IN ANY WAY WHATSOEVER, ANY CAUSES OF ACTION THAT THE DEBTORS OR THE REORGANIZED DEBTORS, AS APPLICABLE, MAY HAVE AGAINST A NON-RELEASED PARTY OR PROVIDE FOR THE INDEMNITY OF ANY NON-RELEASED PARTY.

IN ACCORDANCE WITH THE PROVISIONS OF THIS PLAN, AND PURSUANT TO SECTION 363 OF THE BANKRUPTCY CODE AND BANKRUPTCY RULE 9019, WITHOUT

ANY FURTHER NOTICE TO OR ACTION, ORDER OR APPROVAL OF THE BANKRUPTCY COURT, AFTER THE EFFECTIVE DATE (1) THE REORGANIZED DEBTORS MAY, IN THEIR SOLE AND ABSOLUTE DISCRETION, COMPROMISE AND SETTLE CLAIMS AGAINST THE DEBTORS AND (2) THE REORGANIZED DEBTORS MAY, IN THEIR SOLE AND ABSOLUTE DISCRETION, COMPROMISE AND SETTLE CAUSES OF ACTION AGAINST OTHER ENTITIES.

Discharge of Claims and Termination of Interests

PURSUANT TO SECTION 1141(D) OF THE BANKRUPTCY CODE, AND EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THE PLAN OR IN ANY CONTRACT, INSTRUMENT, OR OTHER AGREEMENT OR DOCUMENT CREATED PURSUANT TO THE PLAN, THE DISTRIBUTIONS, RIGHTS, AND TREATMENT THAT ARE PROVIDED IN THE PLAN SHALL BE IN COMPLETE SATISFACTION, DISCHARGE, AND RELEASE, EFFECTIVE AS OF THE EFFECTIVE DATE, OF CLAIMS (INCLUDING ANY INTERCOMPANY CLAIMS RESOLVED OR COMPROMISED AFTER THE EFFECTIVE DATE BY THE REORGANIZED DEBTORS), INTERESTS, AND CAUSES OF ACTION OF ANY NATURE WHATSOEVER, INCLUDING ANY INTEREST ACCRUED ON CLAIMS OR INTERESTS FROM AND AFTER THE PETITION DATE, WHETHER KNOWN OR UNKNOWN, AGAINST, LIABILITIES OF, LIENS ON, OBLIGATIONS OF, RIGHTS AGAINST, AND INTERESTS IN, THE DEBTORS OR ANY OF THEIR ASSETS OR PROPERTIES, REGARDLESS OF WHETHER ANY PROPERTY SHALL HAVE BEEN DISTRIBUTED OR RETAINED PURSUANT TO THE PLAN ON ACCOUNT OF SUCH CLAIMS AND INTERESTS, INCLUDING DEMANDS, LIABILITIES, AND CAUSES OF ACTION THAT AROSE BEFORE THE EFFECTIVE DATE, ANY LIABILITY (INCLUDING WITHDRAWAL LIABILITY) TO THE EXTENT SUCH CLAIMS OR INTERESTS RELATE TO SERVICES PERFORMED BY EMPLOYEES OF THE DEBTORS PRIOR TO THE EFFECTIVE DATE AND THAT ARISE FROM A TERMINATION OF EMPLOYMENT, ANY CONTINGENT OR NON-CONTINGENT LIABILITY ON ACCOUNT OF REPRESENTATIONS OR WARRANTIES ISSUED ON OR BEFORE THE EFFECTIVE DATE, AND ALL DEBTS OF THE KIND SPECIFIED IN SECTIONS 502(G), 502(H), OR 502(I) OF THE BANKRUPTCY CODE. ANY DEFAULT BY THE DEBTORS OR AFFILIATES WITH RESPECT TO ANY CLAIM OR INTEREST THAT EXISTED IMMEDIATELY PRIOR TO OR ON ACCOUNT OF THE FILING OF THE CHAPTER 11 CASES SHALL BE DEEMED CURED ON THE EFFECTIVE DATE. THE CONFIRMATION ORDER SHALL BE A JUDICIAL DETERMINATION OF THE DISCHARGE OF ALL CLAIMS AND INTERESTS SUBJECT TO THE EFFECTIVE DATE OCCURRING. ARTICLE VIII.B OF THE PLAN ALSO SHALL APPLY TO ANY AND ALL CLAIMS AGAINST THE NON-FILERS ON ACCOUNT OF OR RELATING TO THE NOTES.

Releases

Release of Liens

EXCEPT AS OTHERWISE PROVIDED IN THE PLAN, OR IN ANY CONTRACT, INSTRUMENT, RELEASE, OR OTHER AGREEMENT OR DOCUMENT CREATED PURSUANT TO THE PLAN, ON THE EFFECTIVE DATE AND CONCURRENTLY WITH THE APPLICABLE DISTRIBUTIONS MADE PURSUANT TO THE PLAN AND, IN THE CASE OF A SECURED CLAIM, SATISFACTION IN FULL OF THE PORTION OF THE SECURED CLAIM THAT IS ALLOWED AS OF THE EFFECTIVE DATE, ALL MORTGAGES, DEEDS OF TRUST, LIENS, PLEDGES, OR OTHER SECURITY INTERESTS AGAINST ANY

PROPERTY OF THE ESTATES SHALL BE FULLY RELEASED AND DISCHARGED, AND ALL OF THE RIGHTS, TITLE, AND INTERESTS OF ANY HOLDER OF SUCH MORTGAGES, DEEDS OF TRUST, LIENS, PLEDGES, OR OTHER SECURITY INTERESTS SHALL REVERT TO THE REORGANIZED DEBTORS AND THEIR SUCCESSORS AND ASSIGNS.

Releases by the Debtors

PURSUANT TO SECTION 1123(B) OF THE BANKRUPTCY CODE, AND EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THE PLAN, FOR GOOD AND VALUABLE CONSIDERATION, ON AND AFTER THE EFFECTIVE DATE, THE RELEASED PARTIES ARE DEEMED RELEASED AND DISCHARGED BY THE DEBTORS, THE REORGANIZED DEBTORS, AND THE ESTATES FROM ANY AND ALL CLAIMS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, REMEDIES, AND LIABILITIES WHATSOEVER, WHETHER FOR TORT, FRAUD, CONTRACT, VIOLATIONS OF FEDERAL OR STATE SECURITIES LAWS, OR OTHERWISE, INCLUDING ANY DERIVATIVE CLAIMS ASSERTED OR THAT COULD POSSIBLY HAVE BEEN ASSERTED ON BEHALF OF THE DEBTORS, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREINAFTER ARISING, IN LAW, EQUITY, OR OTHERWISE, THAT THE DEBTORS, THE REORGANIZED DEBTORS, THE ESTATES, OR THEIR AFFILIATES WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT IN THEIR OWN RIGHT (WHETHER INDIVIDUALLY OR COLLECTIVELY) OR ON BEHALF OF THE HOLDER OF ANY CLAIM OR INTEREST OR OTHER ENTITY, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, THE DEBTORS OR THEIR AFFILIATES, THE CHAPTER 11 CASES, THE PURCHASE, SALE, OR RESCISSION OF THE PURCHASE OR SALE OF ANY SECURITY OF THE DEBTORS OR THE REORGANIZED DEBTORS, THE SUBJECT MATTER OF, OR THE TRANSACTIONS OR EVENTS GIVING RISE TO, ANY CLAIM OR INTEREST THAT IS TREATED IN THE PLAN, THE BUSINESS OR CONTRACTUAL ARRANGEMENTS BETWEEN ANY DEBTOR AND ANY RELEASED PARTY, THE RESTRUCTURING OF CLAIMS AND INTERESTS PRIOR TO OR IN THE CHAPTER 11 CASES, THE NEGOTIATION, FORMULATION, OR PREPARATION OF THE PLAN AND RELATED DISCLOSURE STATEMENT, OR RELATED AGREEMENTS, INSTRUMENTS, OR OTHER DOCUMENTS, UPON ANY OTHER ACT OR OMISSION, TRANSACTION, AGREEMENT, EVENT, OR OTHER OCCURRENCE TAKING PLACE ON OR BEFORE THE CONFIRMATION DATE OF THE PLAN, OTHER THAN CLAIMS OR LIABILITIES ARISING OUT OF OR RELATED TO ANY CONTRACTUAL OR FIXED MONETARY OBLIGATION OWED TO THE DEBTORS OR THE REORGANIZED DEBTORS. NOTWITHSTANDING ANY OTHER PROVISION OF THE PLAN TO THE CONTRARY, THE DEBTORS AND THE NON-FILERS DO NOT RELEASE AND SHALL NOT BE DEEMED TO HAVE RELEASED ANY CLAIMS, RIGHTS, OR CAUSES OF ACTION RELATED TO THE OPERATION OF THE MICHIGAN JOINT VENTURE, INCLUDING, BUT NOT LIMITED TO, ANY CLAIMS, RIGHTS, OR CAUSES OF ACTION AGAINST THE MICHIGAN JOINT VENTURE ENTITIES OR THE MICHIGAN JOINT VENTURE PARTNER OR ANY RIGHTS UNDER ANY AGREEMENTS RELATED TO THE MICHIGAN JOINT VENTURE.

ENTRY OF THE CONFIRMATION ORDER SHALL CONSTITUTE THE BANKRUPTCY COURT'S APPROVAL, PURSUANT TO BANKRUPTCY RULE 9019, OF THE DEBTOR RELEASE, WHICH INCLUDES BY REFERENCE EACH OF THE RELATED PROVISIONS AND DEFINITIONS CONTAINED HEREIN, AND FURTHER, SHALL CONSTITUTE THE BANKRUPTCY COURT'S FINDING THAT THE DEBTOR RELEASE IS: (1) IN EXCHANGE FOR THE GOOD AND VALUABLE CONSIDERATION PROVIDED BY

THE RELEASED PARTIES; (2) A GOOD FAITH SETTLEMENT AND COMPROMISE OF THE CLAIMS RELEASED BY THIS ARTICLE VIII.D; (3) IN THE BEST INTERESTS OF THE DEBTORS AND ALL HOLDERS OF CLAIMS AND INTERESTS; (4) FAIR, EQUITABLE, AND REASONABLE; (5) GIVEN AND MADE AFTER DUE NOTICE AND OPPORTUNITY FOR HEARING; AND (6) A BAR TO ANY OF THE DEBTORS ASSERTING ANY CLAIM OR CAUSE OF ACTION RELEASED PURSUANT TO THE DEBTOR RELEASE.

Releases by Holders of Claims and Interests

AS OF THE EFFECTIVE DATE, EACH HOLDER OF A CLAIM OR AN INTEREST IN THE DEBTORS, EXCEPT TO THE EXTENT THAT SUCH HOLDER EITHER VOTED TO REJECT THE PLAN OR IS CLASSIFIED IN A CLASS THAT IS DEEMED TO REJECT THE PLAN, SHALL BE DEEMED TO HAVE CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER, RELEASED AND DISCHARGED THE THIRD PARTY RELEASEES FROM ANY AND ALL CLAIMS, INTERESTS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, REMEDIES, AND LIABILITIES WHATSOEVER, WHETHER FOR TORT, FRAUD, CONTRACT, VIOLATIONS OF FEDERAL OR STATE SECURITIES LAWS, OR OTHERWISE, INCLUDING ANY DERIVATIVE CLAIMS, ASSERTED ON BEHALF OF A DEBTOR, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREAFTER ARISING, IN LAW, EQUITY, OR OTHERWISE, THAT SUCH ENTITY WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT (WHETHER INDIVIDUALLY OR COLLECTIVELY), BASED ON OR IN ANY WAY RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, THE DEBTORS, THE NON-FILERS, THE DEBTORS' RESTRUCTURING, THE CHAPTER 11 CASES, THE PURCHASE, SALE, OR RESCISSION OF THE PURCHASE OR SALE OF ANY SECURITY OF THE DEBTORS OR THE REORGANIZED DEBTORS, THE SUBJECT MATTER OF, OR THE TRANSACTIONS OR EVENTS GIVING RISE TO, ANY CLAIM OR INTEREST THAT IS TREATED IN THE PLAN, THE BUSINESS OR CONTRACTUAL ARRANGEMENTS BETWEEN ANY DEBTOR AND ANY RELEASED PARTY, THE RESTRUCTURING OF CLAIMS AND INTERESTS PRIOR TO OR IN THE CHAPTER 11 CASES, THE NEGOTIATION, FORMULATION, OR PREPARATION OF THE PLAN, THE RELATED DISCLOSURE STATEMENT, THE RELATED PLAN SUPPLEMENT, OR RELATED AGREEMENTS, INSTRUMENTS, OR OTHER DOCUMENTS, UPON ANY OTHER ACT OR OMISSION, TRANSACTION, AGREEMENT, EVENT, OR OTHER OCCURRENCE TAKING PLACE ON OR BEFORE THE EFFECTIVE DATE OF THE PLAN. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE FOREGOING, THE RELEASE SET FORTH ABOVE DOES NOT RELEASE ANY POST-EFFECTIVE DATE OBLIGATIONS OF ANY PARTY UNDER THE PLAN OR ANY DOCUMENT, INSTRUMENT, OR AGREEMENT (INCLUDING THOSE SET FORTH IN THE PLAN SUPPLEMENT) EXECUTED TO IMPLEMENT THE PLAN.

ENTRY OF THE CONFIRMATION ORDER SHALL CONSTITUTE THE BANKRUPTCY COURT'S APPROVAL, PURSUANT TO BANKRUPTCY RULE 9019, OF THE THIRD PARTY RELEASE, WHICH INCLUDES BY REFERENCE EACH OF THE RELATED PROVISIONS AND DEFINITIONS CONTAINED HEREIN, AND FURTHER, SHALL CONSTITUTE THE BANKRUPTCY COURT'S FINDING THAT THE THIRD PARTY RELEASE IS: (1) IN EXCHANGE FOR THE GOOD AND VALUABLE CONSIDERATION PROVIDED BY THE THIRD PARTY RELEASEES; (2) A GOOD FAITH SETTLEMENT AND COMPROMISE OF THE CLAIMS RELEASED BY THIS ARTICLE VIII.E; (3) IN THE BEST INTERESTS OF THE DEBTORS AND ALL HOLDERS OF CLAIMS AND INTERESTS; (4)

FAIR, EQUITABLE, AND REASONABLE; (5) GIVEN AND MADE AFTER DUE NOTICE AND OPPORTUNITY FOR HEARING; AND (6) A BAR TO ANY ENTITY GRANTING A THIRD PARTY RELEASE FROM ASSERTING ANY CLAIM OR CAUSE OF ACTION RELEASED PURSUANT TO THE THIRD PARTY RELEASE.

Exculpation

NO EXCULPATED PARTY SHALL HAVE OR INCUR, AND EACH EXCULPATED PARTY IS HEREBY RELEASED AND EXCULPATED FROM ANY EXCULPATED CLAIM OR ANY OBLIGATION, CAUSE OF ACTION, OR LIABILITY FOR ANY EXCULPATED CLAIM; *PROVIDED, HOWEVER*, THAT THE FOREGOING "EXCULPATION" SHALL HAVE NO EFFECT ON THE LIABILITY OF ANY ENTITY THAT RESULTS FROM ANY SUCH ACT OR OMISSION THAT IS DETERMINED BY A FINAL ORDER TO HAVE CONSTITUTED GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; *PROVIDED FURTHER* THAT IN ALL RESPECTS SUCH ENTITIES SHALL BE ENTITLED TO REASONABLY RELY UPON THE ADVICE OF COUNSEL WITH RESPECT TO THEIR DUTIES AND RESPONSIBILITIES PURSUANT TO, OR IN CONNECTION WITH, THE PLAN. THE DEBTORS AND THE REORGANIZED DEBTORS (AND EACH OF THEIR RESPECTIVE AFFILIATES, AGENTS, DIRECTORS, OFFICERS, EMPLOYEES, ADVISORS, AND ATTORNEYS) HAVE PARTICIPATED IN COMPLIANCE WITH THE APPLICABLE PROVISIONS OF THE BANKRUPTCY CODE WITH REGARD TO THE SOLICITATION AND DISTRIBUTION OF THE SECURITIES PURSUANT TO THE PLAN, AND, THEREFORE, ARE NOT, AND ON ACCOUNT OF SUCH DISTRIBUTIONS SHALL NOT BE, LIABLE AT ANY TIME FOR THE VIOLATION OF ANY APPLICABLE LAW, RULE, OR REGULATION GOVERNING THE SOLICITATION OF ACCEPTANCES OR REJECTIONS OF THE PLAN OR SUCH DISTRIBUTIONS MADE PURSUANT TO THE PLAN.

Injunction

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE PLAN OR FOR OBLIGATIONS ISSUED PURSUANT TO THE PLAN, ALL ENTITIES WHO HAVE HELD, HOLD, OR MAY HOLD CLAIMS OR INTERESTS THAT HAVE BEEN RELEASED PURSUANT TO ARTICLE VIII.D OR ARTICLE VIII.E HEREOF, DISCHARGED PURSUANT TO ARTICLE VIII.A HEREOF, OR ARE SUBJECT TO EXCULPATION PURSUANT TO ARTICLE VIII.F HEREOF ARE PERMANENTLY ENJOINED, FROM AND AFTER THE EFFECTIVE DATE, FROM TAKING ANY OF THE FOLLOWING ACTIONS AGAINST, AS APPLICABLE, THE DEBTORS, THE NON-FILERS, THE REORGANIZED DEBTORS, THE RELEASED PARTIES, OR THE EXCULPATED PARTIES: (1) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; (2) ENFORCING, ATTACHING, COLLECTING, OR RECOVERING BY ANY MANNER OR MEANS ANY JUDGMENT, AWARD, DECREE, OR ORDER AGAINST SUCH ENTITIES ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; (3) CREATING, PERFECTING, OR ENFORCING ANY ENCUMBRANCE OF ANY KIND AGAINST SUCH ENTITIES OR THE PROPERTY OR ESTATES OF SUCH ENTITIES ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; (4) ASSERTING ANY RIGHT OF SETOFF, SUBROGATION, OR RECOUPMENT OF ANY KIND AGAINST ANY OBLIGATION DUE FROM SUCH ENTITIES OR AGAINST THE PROPERTY OR ESTATES OF SUCH ENTITIES ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS UNLESS SUCH HOLDER HAS FILED A MOTION

REQUESTING THE RIGHT TO PERFORM SUCH SETOFF ON OR BEFORE THE CONFIRMATION DATE; AND (5) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS RELEASED OR SETTLED PURSUANT TO THE PLAN. SUBJECT ONLY TO ENTRY OF A FINAL ORDER APPROVING THE CALIFORNIA WAGE AND HOUR 9019 MOTION, THE CALIFORNIA WAGE AND HOUR LITIGATION IS PERMANENTLY ENJOINED BY THIS ARTICLE VIII.G AND EACH AND EVERY PLAINTIFF, CLASS MEMBER, OR PARTY TO THE CALIFORNIA WAGE AND HOUR LITIGATION IS PERMANENTLY BOUND BY THIS INJUNCTION.

Important Securities Laws Disclosure

Under the Plan, shares of New Equity will be distributed to Holders of Claims in Class 4 and New Warrants will be issued to Holders of Interests in Class 7.

New U.S. Concrete Holdings and the Reorganized Debtors will rely on section 1145 of the Bankruptcy Code to exempt from the registration requirements of the Securities Act the offer and distribution of the New Equity. Section 1145(a)(1) of the Bankruptcy Code exempts the offer and sale of securities under a plan of reorganization from registration under Section 5 of the Securities Act and state laws when such securities are to be exchanged for claims or principally in exchange for claims and partly for cash. In general, securities issued under section 1145 may be resold without registration unless the recipient is an "underwriter" with respect to those securities. Section 1145(b)(1) of the Bankruptcy Code defines an "underwriter" as any person who:

1. purchases a claim against, an interest in, or a claim for an administrative expense against the debtor, if that purchase is with a view to distributing any security received in exchange for such a claim or interest;

2. offers to sell securities offered under a plan of reorganization for the holders of those securities;

3. offers to buy those securities from the holders of the securities, if the offer to buy is (a) with a view to distributing those securities, and (b) under an agreement made in connection with the plan of reorganization, the completion of the plan of reorganization, or with the offer or sale of securities under the plan of reorganization; or

4. is an issuer with respect to the securities, as the term "issuer" is defined in Section 2(a)(11) of the Securities Act.

To the extent that Entities who receive the New Equity are deemed to be "underwriters," resales by those Entities would not be exempted from registration under the Securities Act or other applicable law by section 1145 of the Bankruptcy Code. Those Entities would, however, be permitted to sell New Equity or other securities without registration if they are able to comply with the provisions of Rule 144 under the Securities Act, as described further below.

You should confer with your own legal advisors to help determine whether or not you are an "underwriter."

Under certain circumstances, Holders of New Equity deemed to be "underwriters" may be entitled to resell their securities pursuant to the limited safe harbor resale provisions of Rule 144 of the

Securities Act, to the extent available, and in compliance with applicable state securities laws. Generally, Rule 144 of the Securities Act provides that persons who are affiliates of an issuer who resell securities will not be deemed to be underwriters if certain conditions are met. These conditions include the requirement that current public information with respect to the issuer be available, a limitation as to the amount of securities that may be sold, the requirement that the securities be sold in a "brokers transaction" or in a transaction directly with a "market maker," and that notice of the resale be filed with the SEC.

Nominee Voting Instructions

Only the Holders of Claims in Class 4 and Holders of Interests in Class 7 are entitled to vote to accept or reject the Plan, and such Holders may do so by completing the appropriate Ballots and returning them in the envelope provided. The failure of a Holder to deliver a duly executed Ballot will be deemed to constitute an abstention by such Holder with respect to voting to accept or reject the Plan, and such abstentions will not be counted as votes to accept or reject the Plan. Voting instructions are attached to each Beneficial Holder Ballot.

With respect to Holders of the Claims in Class 4 and Interests in Class 7, a broker, dealer, commercial bank, trust company, or other agent or nominee of beneficial holders (each, a "Nominee") should deliver the Beneficial Holder Ballot and other documents relating to the Plan, including this Disclosure Statement, to each beneficial holder ("Beneficial Holder") of the eligible Note Claims or Interests in U.S. Concrete, Inc., as applicable, for which they serve as Nominee.

A Nominee has two options with respect to voting. Under the first option, the Nominee will forward the solicitation package, including the Beneficial Holder Ballot and related subscription forms, to each Beneficial Holder for voting and include a return envelope provided by and addressed to the Nominee so that the Beneficial Holder may return the completed Beneficial Holder Ballot to the nominee. Upon receipt of the Beneficial Holder Ballots, the Nominee will summarize the individual votes of its respective Beneficial Holders on the appropriate Master Ballot and then return the master ballot to the voting agent before the Voting Deadline.

Under the second option, if the Nominee elects to "pre-validate" Beneficial Holder Ballots:

The Nominee shall forward the solicitation package or copies thereof (including (a) this Disclosure Statement (together with the Plan attached thereto as Exhibit A, and all other exhibits), (b) an individual Beneficial Holder Ballot that has been pre-validated, as indicated in the paragraph immediately below, and (c) a return envelope provided by and addressed to the Notice, Claims, and Balloting Agent) to the Beneficial Holder within five business days of the receipt by such nominee of the solicitation package in a manner customary in the securities industry;

To "pre-validate" a Beneficial Holder Ballot, the Nominee shall complete and execute the Beneficial Holder Ballot and indicate on the Beneficial Holder Ballot the name of the registered Holder, the amount of securities held by the Nominee for the Beneficial Holder, and the account number(s) for the account(s) in which such securities are held by the Nominee; and

The Beneficial Holder shall return the pre-validated Beneficial Holder Ballot to the Notice, Claims, and Balloting Agent by the Voting Deadline.

If a Master Ballot is received after the Voting Deadline, the votes and elections on such Master Ballot may be counted only in the sole and absolute discretion of the Debtors. The method of delivery of a Master Ballot to be sent to the Notice, Claims, and Balloting Agent is at the election and risk of each

Nominee. Except as otherwise provided in this Disclosure Statement, such delivery will be deemed made only when the executed Master Ballot is actually received by the Notice, Claims, and Balloting Agent. Instead of effecting delivery by mail, it is recommended, though not required, that such entities use an overnight or hand delivery service. In all cases, sufficient time should be allowed to assure timely delivery. No Beneficial Holder Ballot should be sent to the Debtors, or the Debtors' financial or legal advisors, but only to the Notice, Claims, and Balloting Agent as set forth under "How do I vote for or against the Plan?" in the Section herein entitled "Questions and Answers Regarding this Disclosure Statement and the Plan."

Nominees must provide appropriate information for each of the items on the Master Ballot, including identifying the votes to accept or reject the Plan.

By returning a Master Ballot, each Nominee will be certifying to the Debtors and the Bankruptcy Court, among other things, that:

- it has received a copy of the Disclosure Statement, the Beneficial Holder Ballots, and the Solicitation Package and has delivered the same to the Beneficial Holders listed on the Beneficial Holder Ballots or to any intermediary Nominee, as applicable.

- it has received a completed and signed Beneficial Holder Ballot from each Beneficial Holder for which it is a Nominee or from an intermediary Nominee, as applicable;

- it is the registered Holder of the Note Claims being voted;

- it has authorized by each such Beneficial Holder or intermediary Nominee, as applicable, to vote on the Plan and to make applicable elections;

- it has properly disclosure: (i) the number of Beneficial Holders who contemplated Beneficial Holder Ballots; (ii) the respective amounts of the Note Claims owned, as may be, by each Beneficial Holder who completed a Beneficial Holder Ballot; (iii) each such Beneficial Holder's respective vote concerning the Plan; (iv) each such Beneficial Holder's certification as to the other Note Claims voted; and (v) the customer account or other identification number for each such Beneficial Holder;

- each such Beneficial Holder has certified to the undersigned or to an intermediary Nominee, as applicable, that it is eligible to vote on the Plan;

- each such Beneficial Holder has certified to the Nominee that such Beneficial Holder has not submitted any other ballot for such Claims held in other accounts or other names, or, if it has submitted another ballot held in other accounts or names, that the Beneficial Holders has certified to the Nominee that such Beneficial Holder has cast the same vote for such Claims, and the undersigned has identified such other accounts or owner and such other ballots; and

- It will maintain Beneficial Holder Ballots and evidence of separate transactions returned by Beneficial Holders or by intermediary Nominees (whether properly completed or defective) for at least one year after the Voting Deadline and disclose all such information to the Bankruptcy Court or the Debtors, as the case may be, if so ordered.

Except as otherwise provided herein, each Master Ballot must be returned in sufficient time to allow it to be RECEIVED by the Notice, Claims, and Balloting Agent by no later than the Voting Deadline.

Certain U.S. Federal Income Tax Consequences of the Plan

The following discussion summarizes certain federal income tax consequences of the Plan to the Debtors, New U.S. Concrete Holdings, the Holders of Claims, and the Holders of Interests in U.S. Concrete, Inc. based upon the Internal Revenue Code of 1986, as amended (the "IRC"), Treasury regulations promulgated thereunder, judicial authorities, and current administrative rulings and practices now in effect, all of which are subject to change at any time by legislative, judicial, or administrative action. Any such change could be retroactively applied in a manner that could adversely affect the Debtors, New U.S. Concrete Holdings, Holders of Claims, or Holders of Interests. In particular, some of the consequences discussed herein are based on Treasury regulations or IRS Notices that have been proposed but not finalized, which regulations are particularly susceptible to change at any time.

The tax consequences of certain aspects of the Plan are uncertain due to the lack of applicable legal authority and may be subject to administrative or judicial interpretations that differ from the discussion below. The Debtors have not requested, nor do they intend to request, a tax ruling from the Internal Revenue Service (the "IRS"). Consequently, there can be no assurance that the treatment set forth in the following discussion will be accepted by the IRS. Further, the federal income tax consequences to the Debtors, New U.S. Concrete Holdings, Holders of Claims, and Holders of Interests may be affected by matters not discussed below. For example, the following discussion does not address state, local, or foreign tax considerations that may be applicable and the discussion does not address the tax consequences of the Plan to certain types of Holders of Claims and Holders of Interests, creditors and stockholders (including foreign persons, financial institutions, life insurance companies, tax-exempt organizations, and taxpayers who may be subject to the alternative minimum tax) who may be subject to special rules not addressed herein. The following discussion assumes that Holders of Claims and Holders of Interests hold such Claims and Interests as "capital assets" within the meaning of Section 1221 of the IRC.

THE DISCUSSION SET FORTH BELOW IS INCLUDED FOR GENERAL INFORMATION ONLY. THE PLAN PROPONENTS AND THEIR COUNSEL AND FINANCIAL ADVISORS ARE NOT MAKING ANY REPRESENTATIONS REGARDING THE PARTICULAR TAX CONSEQUENCES OF CONFIRMATION AND CONSUMMATION OF THE PLAN, NOR ARE THEY RENDERING ANY FORM OF LEGAL OPINION OR TAX ADVICE ON SUCH TAX CONSEQUENCES. THE TAX LAWS APPLICABLE TO CORPORATIONS IN BANKRUPTCY ARE EXTREMELY COMPLEX, AND THE FOLLOWING SUMMARY IS NOT EXHAUSTIVE. HOLDERS OF CLAIMS AND HOLDERS OF INTERESTS ARE STRONGLY URGED TO CONSULT THEIR TAX ADVISORS REGARDING TAX CONSEQUENCES OF THE PLAN, INCLUDING U.S. FEDERAL, STATE AND LOCAL AND FOREIGN TAX CONSEQUENCES.

IRS CIRCULAR 230 DISCLOSURE: TO ENSURE COMPLIANCE WITH REQUIREMENTS IMPOSED BY THE IRS, ANY TAX ADVICE CONTAINED IN THIS DISCLOSURE STATEMENT (INCLUDING ANY ATTACHMENTS) IS NOT INTENDED OR WRITTEN TO BE USED, AND CANNOT BE USED, BY ANY TAXPAYER FOR THE PURPOSE OF AVOIDING TAX-RELATED PENALTIES UNDER THE IRC. TAX ADVICE CONTAINED IN THIS DISCLOSURE STATEMENT (INCLUDING ANY ATTACHMENTS) IS WRITTEN IN CONNECTION WITH THE PROMOTION OR MARKETING OF THE TRANSACTIONS OR MATTERS ADDRESSED BY THE DISCLOSURE STATEMENT. EACH TAXPAYER SHOULD SEEK ADVICE BASED ON THE TAXPAYER'S PARTICULAR CIRCUMSTANCES FROM AN INDEPENDENT TAX ADVISOR.

A. Certain U.S. Federal Income Tax Consequences to the Debtors

In general, the Debtors do not expect to incur any substantial tax liability as a result of implementation of the Plan. However, the Debtors do expect to realize a significant amount of cancellation of indebtedness income upon implementation of the Plan, which income is likely to result in the elimination of a substantial portion of the Debtors' tax attributes, including some or all of their net operating losses ("NOLs") and the tax basis in their assets.

Cancellation of Debt Income

Under the IRC, a taxpayer generally recognizes gross income to the extent that indebtedness of the taxpayer is cancelled for less than the amount owed by the taxpayer, subject to certain judicial or statutory exceptions. The most significant of these exceptions with respect to the Debtors is that taxpayers who are operating under the jurisdiction of a federal bankruptcy court are not required to recognize such income. In that case, however, the taxpayer must reduce its tax attributes, such as its NOLs, general business credits, capital loss carryforwards, and tax basis in assets, by the amount of the cancellation of indebtedness income ("CODI") avoided.

Limitation on NOLs and Built-in Losses

Under Section 382 of the IRC, any corporation that undergoes an "ownership change" within the meaning of Section 382 becomes subject to an annual limitation on its ability to utilize its NOLs and "built-in losses" in its assets. A corporation has a built-in loss in its assets to the extent that the Corporation's tax basis in its assets is greater than the value of such assets. The Debtors may have NOLs remaining after implementation of the Plan, and it is possible that the Debtors will also have a built-in loss in their assets.

The restructuring should constitute an ownership change for purposes of Section 382. If and to the extent that the Debtors have NOLs remaining after implementation of the Plan, then the Debtors' ability to use those NOLs would be subject to an annual limitation. Similarly, if and to the extent that the Debtors have a built-in loss in their assets, then the Debtors' ability to claim a deduction for those built-in losses, including as depreciation or amortization deductions for its assets, could be subject to an annual limitation during the first five years after the restructuring is completed. Outside of bankruptcy, the amount of such annual limitation would be approximately equal to the amount determined by multiplying the long-term tax exempt bond rate (currently approximately 4%) by the Debtors' equity value immediately before the ownership change; however, because the Debtors' ownership change will occur pursuant to a Chapter 11 Plan, certain beneficial exceptions are available.

An exception to the foregoing annual limitation rules generally applies when so-called "qualified creditors" and continuing shareholders of a debtor company in chapter 11 receive, in respect of their claims, at least 50% of the vote and value of the stock of the reorganized debtor (or a controlling corporation if also in chapter 11) pursuant to a confirmed chapter 11 plan (the "382(l)(5) Exception"). Under the 382(l)(5) Exception, a debtor's NOLs and built-in losses ("Pre-Change Losses") are not limited on an annual basis but, instead, are required to be reduced by the amount of any interest deductions claimed during the three taxable years preceding the effective date of the plan of reorganization, and during the part of the taxable year prior to and including the effective date of the plan of reorganization, in respect of all debt converted into stock in the reorganization. If the 382(l)(5) Exception applies and a debtor undergoes another ownership change within two years, the debtor's Pre-Change Losses effectively would be eliminated in their entirety.

Where the 382(l)(5) Exception is not applicable (either because the debtor does not qualify for it or the debtor elects not to utilize the 382(l)(5) Exception), a second special rule will generally apply (the "382(l)(6) Exception"). When the 382(l)(6) Exception applies, a debtor corporation that undergoes an "ownership change" generally is permitted to determine the fair market value of its stock, for purposes of calculating the annual limitation, after taking into account the increase in value resulting from any surrender or cancellation of creditors' claims in the bankruptcy. This differs from the ordinary rule that requires the fair market value of a debtor corporation that undergoes an "ownership change" to be determined before the events giving rise to the change. The 382(l)(6) Exception also differs from the 382(l)(5) Exception in that (i) the debtor corporation is not required to reduce its NOLs by the amount of interest deductions claimed within the prior three-year period and (ii) the debtor may undergo another ownership change within two years without triggering the elimination of its NOLs. Whether a debtor takes advantage of the 382(l)(5) Exception or the 382(l)(6) Exception, the debtor's use of the Pre-Change Losses may be adversely affected if the debtor were to undergo another ownership change.

While it is not certain, it is doubtful at this point that the Debtors will elect to utilize the 382(l)(5) Exception. In the event that the Debtors do not use the 382(l)(5) Exception, the Debtors expect that their use of any remaining Pre-Change Losses after the Effective Date will be subject to limitation based on the rules discussed above, but taking into account the 382(l)(6) Exception.

B. Certain U.S. Federal Income Tax Consequences to Holders of Claims and Interests

(i) Consequences to Holders of Priority Claims

Pursuant to the Plan, each Holder of a Priority Claim will receive payment in full in Cash on the Effective Date. A Holder that receives Cash in exchange for its Claim pursuant to the Plan generally will recognize gain or loss for U.S. federal income tax purposes in an amount equal to the difference between (i) the amount of Cash received in exchange for its Claim and (ii) the Holder's adjusted tax basis in its Claim. Such gain or loss should be capital in nature (subject to the "accrued interest" and "market discount" rules described below) and should be long term capital gain or loss if the Claim was held for more than one year by the Holder.

(ii) Consequences to Holders of Other Secured Claims

Pursuant to the Plan, each Other Secured Claim will be Reinstated or otherwise rendered Unimpaired for the benefit of the Holder thereof. If an Other Secured Claim is Reinstated, then a Holder thereof should not recognize gain or loss except to the extent that collateral securing such Claim is changed, and the change in collateral constitutes a "significant modification" of the Other Secured Claim within the meaning of the Treasury Regulations promulgated under Section 1001 of the IRC.

(iii) Consequences to Holders of General Unsecured Claims

Pursuant to the Plan, each Holder of an General Unsecured Claim will either receive payment in full in Cash on the Effective Date or in the ordinary course of business according to the terms of the General Unsecured Claim. A Holder that receives Cash in exchange for its Claim pursuant to the Plan generally will recognize gain or loss for U.S. federal income tax purposes in an amount equal to the difference between (i) the amount of Cash received in exchange for its Claim and (ii) the Holder's adjusted tax basis in its Claim. Such gain or loss should be capital in nature, subject to the "market discount" rules described below.

(iv) Consequences to Holders of Note Claims

Pursuant to the Plan, each Holder of a Note Claim will receive its pro rata share of the New Equity in partial satisfaction of its Claim. The U.S. federal income tax consequences of the Plan to a Holder of a Note Claim depend, in part, on whether or to what extent such Claim constitutes "securities" for tax purposes.

Whether an instrument constitutes a "security" is determined based on all the facts and circumstances, but most authorities have held that the length of the term of a debt instrument is an important factor in determining whether such instrument is a security for federal income tax purposes. These authorities have indicated that a term of less than five years is evidence that the instrument is not a security, whereas a term of ten years or more is evidence that it is a security. There are numerous other factors that could be taken into account in determining whether a debt instrument is a security, including the security for payment, the creditworthiness of the obligor, the subordination or lack thereof to other creditors, the right to vote or otherwise participate in the management of the obligor, convertibility of the instrument into an equity interest of the obligor, whether payments of interest are fixed, variable or contingent, and whether such payments are made on a current basis or accrued.

In general, the Debtors believe that the Note Claims do qualify as "securities" for federal income tax purposes.

If the Note Claims do qualify as "securities" for federal income tax purposes, a Holder of such a Claim who receives New Equity in satisfaction of such Holder's Claim should recognize no gain or loss (or bad debt deduction) on the receipt of New Equity. A Holder's aggregate tax basis in the New Equity received under the Plan in respect of a Note Claim that qualifies as a security, apart from amounts allocable to interest, generally should equal the Holder's basis in the Claim. The holding period for any New Equity received under the Plan in respect of a Claim constituting a security, apart from amounts allocable to interest, generally should include the holding period of the Claim surrendered.

On the other hand, if a debt instrument constituting a surrendered Claim is not treated as a security, a Holder of such a Claim should be treated as exchanging its Claim for New Equity in a fully taxable exchange. A Holder of a Note Claim who is subject to fully taxable exchange treatment should recognize gain or loss equal to the difference between (i) the fair market value of the New Equity as of the Effective Date, and (ii) the Holder's basis in the debt instrument constituting the surrendered Note Claim. Such gain or loss should be capital in nature (subject to the "market discount" rules described below) and should be long-term capital gain or loss if the debts constituting the surrendered Note Claim were held for more than one year. A Holder's tax basis in the New Equity received should equal the fair market value of the New Equity as of the Effective Date. A Holder's holding period for the New Equity should begin on the day following the Effective Date.

HOLDERS SHOULD CONSULT THEIR OWN TAX ADVISORS CONCERNING THE RECOGNITION OF GAIN OR LOSS, FOR FEDERAL INCOME TAX PURPOSES, ON THE SATISFACTION OF THEIR NOTE CLAIMS.

(a) Accrued Interest

To the extent that any amount received by a Holder of a surrendered Claim under the Plan is attributable to accrued interest, such amount should be taxable to the Holder as interest income. Conversely, a Holder of a surrendered Claim may be able to recognize a deductible loss (or, possibly, a write-off against a reserve for worthless debts) to the extent that any accrued interest on the debt

instruments constituting such Claim was previously included in the Holder's gross income but was not paid in full by the Debtors. Such loss may be ordinary, but the tax law is unclear on this point.

The extent to which the consideration received by a Holder of a surrendered Claim will be attributable to accrued interest on the debts constituting the surrendered Claim is unclear. Treasury regulations generally treat a payment under a debt instrument first as a payment of accrued and untaxed interest and then as a payment of principal. Pursuant to the Plan, all distributions in respect of any Claim will be allocated first to the principal amount of such Claim, to the extent otherwise permitted and as determined for federal income tax purposes, and thereafter to the remaining portion of such Claim, if any.

HOLDERS SHOULD CONSULT THEIR OWN TAX ADVISORS CONCERNING THE ALLOCATION OF CONSIDERATION RECEIVED IN SATISFACTION OF THEIR CLAIMS AND THE FEDERAL INCOME TAX TREATMENT OF ACCRUED BUT UNPAID INTEREST.

(b) Market Discount

Under the "market discount" provisions of sections 1276 through 1278 of the IRC, some or all of the gain realized by a Holder of a Claim who exchanges the debt instrument for other property on the Effective Date may be treated as ordinary income (instead of capital gain), to the extent of the amount of "market discount" on the debt instruments constituting the surrendered Claim.

In general, a debt instrument is considered to have been acquired with "market discount" if its Holder's adjusted tax basis in the debt instrument is less than (i) the sum of all remaining payments to be made on the debt instrument, excluding "qualified stated interest" or, (ii) in the case of a debt instrument issued with OID, its adjusted issue price, by at least a *de minimis* amount (equal to 0.25 percent of the sum of all remaining payments to be made on the debt instrument, excluding qualified stated interest, multiplied by the number of remaining whole years to maturity).

Any gain recognized by a Holder on the taxable disposition of surrendered debts (determined as described above) that had been acquired with market discount should be treated as ordinary income to the extent of the market discount that accrued thereon while such debts were considered to be held by the Holder (unless the Holder elected to include market discount in income as it accrued).

(v) Consequences to Holders of Interests in U.S. Concrete, Inc.

Pursuant to the Plan, each Holder of an Interest in U.S. Concrete, Inc. will receive its Pro Rata share of the New Warrants. A Holder of an Interest in U.S. Concrete, Inc. that receives New Warrants pursuant to the Plan will not recognize income, gain, deduction, or loss on the receipt of New Warrants. A Holder's aggregate tax basis in the New Warrants received generally should equal the Holder's basis in the Interest. The holding period for the New Warrants will include the Holder's holding period for the Existing Common Stock.

(a) Dividends on New Equity

For U.S. federal income tax purposes, the gross amount of any distribution (other than certain distributions, if any, of shares distributed to all shareholders of New U.S. Concrete Holdings) made to a Holder with respect to New Equity will constitute dividends to the extent of New U.S. Concrete Holdings' current and accumulated earnings and profits (as determined under U.S. federal income tax principles). Non-corporate Holders generally will be taxed on such distributions at the lower rates applicable to long-term capital gains (*i.e.*, gains from the sale of capital assets held for more than one year) with respect to taxable years beginning on or before December 31, 2010. If distributions with

respect to New Equity exceed New U.S. Concrete Holdings' current and accumulated earnings and profits as determined under U.S. federal income tax principles, the excess would be treated first as a tax-free return of capital to the extent of the Holder's adjusted tax basis in the New Equity. Any amount in excess of the amounts treated as (i) a dividend and (ii) a return of capital would be treated as capital gain.

(vi) Consequences to Holders of Section 510(b) Claims

Pursuant to the Plan, each Section 510(b) Claim will be cancelled without any distribution. A Holder may be entitled in the year of cancellation (or in an earlier year) to a bad debt deduction in some amount under section 166(a) of the Tax Code to the extent of such Holder's tax basis in the Section 510(b) Claim. The rules governing the timing and amount of bad debt deductions place considerable emphasis on the facts and circumstances of the Holder, the obligor and the instrument with respect to which a deduction is claimed. Holders of Section 510(b) Claims therefore are urged to consult their own tax advisors with respect to their ability to take such a deduction.

C. Backup Withholding

In general, information reporting requirements may apply to distributions or payments under the Plan. Additionally, under the backup withholding rules, a Holder of a Claim may be subject to backup withholding (currently at a rate of 28%) with respect to distributions or payments made pursuant to the Plan unless that Holder: (a) comes within certain exempt categories (which generally include corporations) and, when required, demonstrates that fact; or (b) timely provides a correct taxpayer identification number and certifies under penalty of perjury that the taxpayer identification number is correct and that the Holder is not subject to backup withholding because of a failure to report all dividend and interest income. Backup withholding is not an additional tax but is, instead, an advance payment that may be refunded to the extent it results in an overpayment of tax; *provided*, *however*, that the required information is timely provided to the IRS.

The Debtors will, through the Disbursing Agent, withhold all amounts required by law to be withheld from payments of interest. The Debtors will comply with all applicable reporting requirements of the IRS.

Recommendation of the Debtors

In the opinion of the Debtors, the Plan is preferable to the alternatives described in this Disclosure Statement because it provides for a larger distribution to the Debtors' stakeholder than would otherwise result in a liquidation under chapter 7 of the Bankruptcy Code. In addition, any alternative other than Confirmation of the Plan could result in extensive delays and increased administrative expenses resulting in smaller distributions to Holders of Allowed Claims and Allowed Interests than proposed under the Plan. Accordingly, the Debtors recommend that Holders of Claims and Interests entitled to vote to accept or reject the Plan support Confirmation of the Plan and vote to accept the Plan.

Dated: April 29, 2010

Respectfully submitted,

U.S. CONCRETE, INC.
(for itself and on behalf of each of its affiliated Debtors)

By: _____
Name: Robert D. Hardy
Title: Executive Vice President and ~~Chief~~ Financial Officer

Prepared by:

KIRKLAND & ELLIS LLP
300 North LaSalle Street
Chicago, Illinois 60654
(312) 862-2000 (telephone)

- and -

PACHULSKI, STANG, ZIEHL & JONES LLP
919 North Market Street
17th Floor
Wilmington, Delaware 19899
(302) 652-4100 (telephone)

PROPOSED CO-COUNSEL FOR THE DEBTORS