

Redi-Mix LP  
Form S-4  
November 21, 2006

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**As filed with the Securities and Exchange Commission on November 21, 2006  
Registration No. 333-**

**SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549**

**Form S-4  
REGISTRATION STATEMENT  
UNDER  
THE SECURITIES ACT OF 1933**

**U.S. Concrete, Inc.**

*(Exact name of registrant as specified in its charter)*

**See Table of Additional Registrant Guarantors on the following page for information relating to the subsidiary guarantors of the subordinated notes registered hereby.**

**Delaware**

*(State or other jurisdiction of incorporation or organization)*

**3272**

*(Primary Standard Industrial Classification Code Number)*

**76-0586680**

*(I.R.S. Employer Identification No.)*

**2925 Briarpark, Suite 1050**

**Houston, Texas 77042**

**(713) 499-6200**

*(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)*

**Curt M. Lindeman**

**General Counsel**

**U.S. Concrete, Inc.**

**2925 Briarpark, Suite 1050**

**Houston, Texas 77042**

**(713) 499-6200**

*(Name, address, including zip code, and telephone number, including area code, of agent for service for registrant)*

**Copy to:**

**Ted W. Paris  
Baker Botts L.L.P.**

**One Shell Plaza  
910 Louisiana Street, Suite 3000  
Houston, Texas 77002  
(713) 229-1234**

**Approximate date of commencement of proposed sale of the securities to the public:** As soon as practicable following the effectiveness of this Registration Statement.

If the securities being registered on this Form are being offered in connection with the formation of a holding company and there is compliance with General Instruction G, check the following box.

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act of 1933, as amended (the Securities Act), check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

#### CALCULATION OF REGISTRATION FEE

<b>Title of Each Class of Securities to be Registered</b>	<b>Amount to be Registered</b>	<b>Proposed Maximum Offering Price per Note(1)</b>	<b>Proposed Maximum Aggregate Offering Price(1)</b>	<b>Amount of Registration Fee</b>
83/8% Senior Subordinated Notes due 2014	\$85,000,000	100%	\$85,000,000	\$9,095
Guarantees of 83/8% Senior Subordinated Notes due 2014				(2)

(1) Estimated solely for the purpose of calculating the registration fee pursuant to Rule 457(f) under the Securities Act of 1933, as amended.

(2) Pursuant to Rule 457(n) of the Securities Act, no separate registration fee is payable for the guarantees.

**The Registrants hereby amend this Registration Statement on such date or dates as may be necessary to delay its effective date until the Registrants shall file a further amendment which specifically states that this Registration Statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act or until the Registration Statement shall become effective on such date as the Commission, acting pursuant to said Section 8(a), may determine.**

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## TABLE OF ADDITIONAL REGISTRANT GUARANTORS

<b>Exact Name As Specified in its Charter</b>	<b>State or Other Jurisdiction of Incorporation of Organization</b>	<b>Primary Standard Industrial Classification Code Number</b>	<b>IRS Employer Identification Number</b>
Alliance Haulers, Inc.	Texas	3272	75-2683236
Alberta Investments, Inc.	Texas	3272	75-1941497
American Concrete Products, Inc.	California	3272	94-2623187
Atlas-Tuck Concrete, Inc.	Oklahoma	3272	73-0741542
Beall Concrete Enterprises, Ltd.	Texas	3272	76-0643536
Beall Industries, Inc.	Texas	3272	75-2052872
Beall Management, Inc.	Texas	3272	75-2879839
Builders Redi-Mix, LLC	Delaware	3272	68-0539884
B.W.B., Inc. of Michigan	Delaware	3272	76-0616244
Central Concrete Corp.	Delaware	3272	76-0630676
Central Concrete Supply Co., Inc.	California	3272	94-1181859
Central Precast Concrete, Inc.	California	3272	94-1459358
Concrete XXXI Acquisition, Inc.	Delaware	3272	20-4166002
Concrete XXXII Acquisition, Inc.	Delaware	3272	20-4166055
Concrete XXXIII Acquisition, Inc.	Delaware	3272	20-4166120
Concrete XXXIV Acquisition, Inc.	Delaware	3272	20-4166167
Concrete XXXV Acquisition, Inc.	Delaware	3272	20-4166206
Concrete XXXVI Acquisition, Inc.	Delaware	3272	20-4166240
Eastern Concrete Materials, Inc.	New Jersey	3272	22-1521165
Ingram Enterprises, L.P.	Texas	3272	75-2823981
Ingram Enterprises Management, Inc.	Texas	3272	75-2818718
Kurtz Gravel Company	Michigan	3272	38-1565952
Ready Mix Concrete Company of Knoxville	Delaware	3272	76-0616376
Redi-Mix Concrete, L.P.	Texas	3272	
Redi-Mix G.P., LLC	Texas	3272	
Redi-Mix, L.P.	Texas	3272	75-2523982
Redi-Mix Management, Inc.	Texas	3272	75-2818720
San Diego Precast Concrete, Inc.	Delaware	3272	76-0616282
Sierra Precast, Inc.	California	3272	94-2274227
Smith Pre-Cast, Inc.	Delaware	3272	76-0630673
Superior Concrete Materials, Inc.	District of Columbia	3272	52-1046503
Superior Materials, Inc.	Michigan	3272	38-1610118
Titan Concrete Industries, Inc.	Delaware	3272	76-0616374
U.S. Concrete On-Site, Inc.	Delaware	3272	76-0630662
USC Atlantic, Inc.	Delaware	3272	76-0630666
USC GP, Inc.	Delaware	3272	76-0608060
USC Management Co., L.P.	Texas	3272	76-0608062
USC Michigan, Inc.	Delaware	3272	76-0630672

<b>USC Payroll Inc.</b>	Delaware	3272	76-0630665
<b>Wyoming Concrete Industries, Inc.</b>	Delaware	3272	76-0630668

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The information in this prospectus is not complete and may be changed. We may not sell these securities until the registration statement filed with the Securities and Exchange Commission is effective. This prospectus is not an offer to sell these securities and it is not soliciting an offer to buy these securities in any state where the offer or sale is not permitted.

**SUBJECT TO COMPLETION, DATED NOVEMBER 21, 2006**

**PROSPECTUS**

**U.S. Concrete, Inc.**

**\$85,000,000**

**Offer to Exchange**

**83/8% Senior Subordinated Notes due 2014**

**for**

**All Outstanding**

**83/8% Senior Subordinated Notes due 2014**

**Issued on July 5, 2006**

**The new notes:**

will be freely tradeable;

are otherwise substantially identical to the outstanding notes issued on July 5, 2006;

will accrue interest at 83/8% per annum, payable semi-annually in arrears on each April 1 and October 1, beginning April 1, 2007;

will be our senior subordinated unsecured obligations and will rank equally with all of our other outstanding 83/8% Senior Subordinated Notes due 2014;

will not be listed on any securities exchange or on any automated dealer quotation system but may be sold in the over-the-counter market, in negotiated transactions or through a combination of those methods; and

will be guaranteed by each of our subsidiary guarantors, with each subsidiary guarantee being a senior subordinated unsecured obligation of the applicable subsidiary guarantor.

**The exchange offer:**

expires at 5:00 p.m., New York City time, on \_\_\_\_\_, 2007, unless extended; and

is not conditioned on any minimum aggregate principal amount of outstanding notes being tendered.

**In addition, you should note that:**

you may withdraw tenders of outstanding notes any time before the expiration of the exchange offer;

the exchange of outstanding notes for new notes in the exchange offer will not be a taxable event for U.S. federal income tax purposes; and

the exchange offer is subject to customary conditions, which we may waive in our sole discretion.

**You should consider carefully the risk factors beginning on page 10 of this prospectus before participating in the exchange offer.**

**Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of the new notes or determined if this prospectus is truthful or complete. Any representation to the contrary is a criminal offense.**

The date of this prospectus is \_\_\_\_\_, 2006.

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*This prospectus incorporates important business and financial information about us from documents that are not included in or delivered with this prospectus. See **Where You Can Find More Information** beginning on page 81 of this prospectus. This information is available to holders of the notes without charge upon written or oral request directed to U.S. Concrete, Inc., Attention: Investor Relations, 2925 Briarpark, Suite 1050, Houston, Texas 77042, Telephone: (713) 499-6200. To obtain timely delivery of any of our filings, agreements or other documents, you must make your request to us no later than \_\_\_\_\_, 2007, which is five days before the exchange offer will expire at 5:00 p.m., New York City time, on \_\_\_\_\_, 2007.*

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Certificate of Amendment to Articles of Incorporation of Kurtz Gravel Company  
Amended and Restated Bylaws of Kurtz Gravel Company  
Certificate of Limited Partnership of Redi-Mix Concrete, L.P.  
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Certificate of Amendment of U.S. Concrete On-Site, Inc.  
Bylaws of U.S. Concrete On-Site, Inc.  
Certificate of Incorporation of USC Payroll Inc.  
Certificate of Amendment of USC Payroll Inc.  
Bylaws of USC Payroll Inc.  
Consent of Independent Registered Public Accounting Firm

**Each broker-dealer that receives new notes for its own account pursuant to this exchange offer must acknowledge that it will deliver a prospectus in connection with any resale of such new securities. The letter of transmittal attached as an exhibit to the registration statement of which this prospectus forms a part states that by so acknowledging and by delivering a prospectus, a broker-dealer will not be deemed to admit that it is an underwriter within the meaning of the Securities Act of 1933, as amended. This prospectus, as it may be amended or supplemented from time to time, may be used by a broker-dealer in connection with resales of new securities received in exchange for securities where such securities were acquired by such broker-dealer as a result of market-making activities or other trading activities. We have agreed that, starting on the date of the completion of the exchange offer to which this prospectus relates and ending on the close of business one year after the completion date, we will make this prospectus available to any broker-dealer for use in connection with any such resale. See Plan of Distribution.**

### FORWARD-LOOKING INFORMATION

This prospectus, including information we incorporate by reference, contains forward-looking statements within the meaning of Section 27A of the Securities Act and Section 21E of the Securities Exchange Act of 1934, as amended. You can identify our forward-looking statements by words such as estimate, project, predict, believe, expect, anticipate, plan, forecast, budget, goal or other words that convey the uncertainty of future events or outcomes. Considering these forward-looking statements, you should keep in mind the risk factors and other cautionary statements in this prospectus.

The forward-looking statements are not guarantees of future performance, and we caution you not to rely unduly on them. We have based many of these forward-looking statements on our current expectations and assumptions about future events, which may prove to be inaccurate. Although our management considers those expectations and assumptions to be reasonable, they are inherently subject to significant business, economic, competitive, regulatory and other risks, contingencies and uncertainties, most of which are difficult to predict and many of which are beyond our control. Therefore, actual results may differ materially and adversely from those expressed in any forward-looking statements. These risks, contingencies and uncertainties relate to, among other matters, the following:

our acquisition and national operating strategies;

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the effects on our business of our recently completed acquisition of Alberta Investments, Inc. and Alliance Haulers, Inc.;

our ability to integrate the businesses we acquire;

our ability to obtain the capital necessary to finance our growth strategies;

the availability of qualified personnel;

the trends we anticipate in the ready-mixed concrete industry and in our business;

the level of activity in the construction industry generally and in our local markets for ready-mixed concrete;

the cost of capital, including the interest expense associated with our outstanding borrowings, which is tied in part to market interest rates;

our ability to maintain compliance with the covenants under the documents relating to our outstanding indebtedness;

the highly competitive nature of our business;

changes in, or our ability to comply with, governmental regulations, including those relating to the environment;

our labor relations and those of our suppliers of cement and aggregates;

the level of funding allocated by the United States government for federal highway, transit and safety spending;

power outages and other unexpected events that delay or adversely affect our ability to deliver concrete according to our customers' requirements;

our ability to control costs, including the costs of raw materials, and maintain quality; and

our exposure to warranty claims from developers and other customers.

We have discussed some of these factors in more detail in the "Risk Factors" section of this prospectus. These factors are not necessarily all the important factors that could affect us. We advise you that you should (1) be aware that important factors we do not refer to above could affect the accuracy of our forward-looking statements and (2) use caution and common sense when considering our forward-looking statements. We do not intend to update these statements unless the securities laws require us to do so.

**MARKET DATA**

Unless otherwise indicated, the market share and industry data used throughout this prospectus were obtained primarily from third-party industry data, internal company surveys and management estimates based on these surveys and our management's knowledge of the industry. F.W. Dodge, the National Precast Concrete Association and the National Ready-Mixed Concrete Association (the "NRMCA") were the primary sources for third-party industry data. Industry surveys and publications generally state that the information contained in those surveys and publications has been obtained from sources believed to be reliable, but there can be no assurance as to the accuracy and completeness

of such information. We have not independently verified any of the data from third-party sources. Similarly, internal company surveys and management estimates have not been verified by any independent sources. While we are not aware of any misstatements regarding the market share or industry data presented in this prospectus, our estimates involve risks and uncertainties and are subject to change based on various factors, including those discussed under the heading "Risk Factors" in this prospectus.

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**PROSPECTUS SUMMARY**

*This summary highlights information contained in this prospectus or incorporated by reference into this prospectus. You should read the entire prospectus, including the risk factors and the information and documents incorporated by reference into this prospectus, before deciding whether to participate in the exchange offer. The terms U.S. Concrete, the Company, we, our, ours and us, as used in this prospectus, refer to U.S. Concrete, Inc. and its subsidiaries and combined entity, except where we indicate that those terms refer only to U.S. Concrete, Inc. All references to tons in this prospectus mean U.S. short tons, which are of a weight equivalent to 2,000 pounds or 0.9072 metric tons.*

**Our Business**

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

We operate principally in California, New Jersey, Michigan and Texas, with those states representing 34.0%, 16.2%, 9.6% and 23.5%, respectively, of our net sales for the nine months ended September 30, 2006. With our July 2006 acquisition of Alberta Investments, Inc. and Alliance Haulers, Inc. (which we refer to as the Alberta acquisition), we have significantly increased our operations in Texas. According to publicly available industry information, California, New Jersey, Michigan and Texas represented an aggregate of 28.1% of the U.S. consumption of ready-mixed concrete in 2005 (California, 12.4%, New Jersey, 1.6%, Michigan, 2.4% and Texas 11.7%). We believe the geographic scope of our operations enables us to achieve cost savings through consolidation of purchasing and other administrative functions and helps moderate the impact of regional economic cycles and weather conditions.

As of September 30, 2006, we had 136 fixed and seven portable ready-mixed concrete plants, 10 precast concrete plants, three concrete block plants and six aggregates quarries. During 2005, these facilities produced approximately 9.0 million cubic yards of ready-mixed concrete, 4.8 million eight-inch equivalent block units and 3.1 million tons of aggregates.

Our operations consist principally of formulating, preparing and delivering ready-mixed concrete to our customers' job sites. Ready-mixed concrete becomes difficult to place within 90 minutes after mixing and, accordingly, the market for a permanently installed ready-mixed concrete plant is generally limited to a 25-mile radius of its location. Our customers rely on us to fulfill their requirements on a consistent and timely basis. We also provide services intended to reduce our customers' overall construction costs by lowering the installed, or in-place, cost of concrete. These services include the formulation of mixtures for specific design uses, on-site and lab-based product quality control and customized delivery programs to meet our customers' needs. Our marketing efforts target primarily general contractors, developers and home builders whose focus extends beyond the price of ready-mixed concrete to on-time delivery, product quality and consistency and reduction of in-place concrete costs. In addition, we manufacture and deliver various precast and concrete masonry products to the construction industry. These businesses are complementary to our ready-mixed concrete operations and provide us opportunities to cross-sell various products in markets in which we sell both ready-mixed concrete and other concrete products. Of our 2005 revenues, approximately 42% were from commercial and industrial construction contractors, 46% were from residential construction contractors, 3% were from street and highway construction contractors and 9% were from other public works and infrastructure contractors. The percentage of our revenues attributable to residential construction contractors has moderately increased as a result of the Alberta acquisition.

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Our principal executive offices are located at 2925 Briarpark, Suite 1050, Houston, Texas 77042, and our telephone number at that location is (713) 499-6200. We maintain a website at [www.us-concrete.com](http://www.us-concrete.com). The information on our website is not part of this prospectus.

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**Summary of the Exchange Offer**

On July 5, 2006, we completed the private offering of the outstanding old notes. We are now offering to exchange freely tradeable new notes with terms substantially identical to your outstanding old notes for properly tendered outstanding old notes. This prospectus and the accompanying documents contain detailed information about us, the new notes and the exchange offer. You should read the discussion under the heading "The Exchange Offer" for further information regarding the exchange offer and resale of the new notes. You should read the discussion under the headings "Summary of the Terms of the New Notes" and "Description of the New Notes" for further information regarding the new notes.

The Exchange Offer

We are offering to issue to you new 83/8% senior subordinated notes due 2014 without transfer restrictions or rights under the registration rights agreement in exchange for your outstanding 83/8% senior subordinated notes due 2014 issued on July 5, 2006. The new notes will vote together with the outstanding old notes not exchanged on all matters on which holders of the outstanding old notes and new notes are entitled to vote.

**Outstanding old notes that are not tendered for exchange will continue to be subject to transfer restrictions and will not have registration rights. The market for secondary resales of outstanding old notes that are not tendered for exchange is therefore likely to be minimal.**

Expiration Date

Unless sooner terminated, the exchange offer will expire at 5:00 p.m., New York City time, on \_\_\_\_\_, 2007, or at a later date and time to which we extend it. We do not currently intend to extend the expiration date. Please read "The Exchange Offer" Extensions, Delay in Acceptance, Termination or Amendment.

Conditions to the Exchange Offer

We will not be required to accept outstanding old notes for exchange if the exchange offer would violate applicable law or any interpretation of the staff of the SEC or if any legal action has been instituted or threatened that would impair our ability to proceed with the exchange offer. The exchange offer is not conditioned on any minimum aggregate principal amount of outstanding old notes being tendered. The exchange offer is subject to customary conditions, which we may waive in our sole discretion. Please read the section "The Exchange Offer" Conditions to the Exchange Offer for more information about the conditions to the exchange offer.

Procedures for Tendering Outstanding Old Notes

If you wish to participate in the exchange offer, you must complete, sign and date the letter of transmittal and mail or deliver the letter of transmittal, together with your outstanding old notes, to the exchange agent prior to the expiration date. If your outstanding old notes are held through The Depository Trust Company, or the DTC, you may deliver your outstanding old notes by book-entry transfer.

In the alternative, if your outstanding old notes are held through the DTC and you wish to participate in the exchange offer, you may do so through

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the DTC's automated tender offer program. If you tender under this program, you will agree to be bound by the letter of transmittal that we are providing with this prospectus as though you had signed the letter of transmittal.

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By signing or agreeing to be bound by the letter of transmittal, you will represent to us and the subsidiary guarantors, among other things, that:

you are not our affiliate, as defined in Rule 405 of the Securities Act, or an affiliate of a subsidiary guarantor, or if you are such an affiliate, you will comply with the registration and prospectus delivery requirements of the Securities Act to the extent applicable;

if you are a broker-dealer, you are not tendering outstanding old notes acquired directly from us, a subsidiary guarantor, one of our affiliates or an affiliate of a subsidiary guarantor for your own account;

if you are not a broker-dealer, you are not engaged in and do not intend to participate in a distribution (within the meaning of the Securities Act) of the new notes;

you have no arrangement or understanding with any person to participate in the distribution (within the meaning of the Securities Act) of the new notes or the outstanding old notes;

any new notes you receive will be acquired in the ordinary course of your business;

if you are a broker-dealer that will receive new notes for your own account in exchange for outstanding old notes, you acquired those outstanding old notes as a result of market-making activities or other trading activities, and you will deliver a prospectus, as required by law, in connection with any resale of those new notes; and

you are not acting on behalf of any person who could not truthfully and completely make the foregoing representations.

Please see The Exchange Offer Purpose and Effect of the Exchange Offer and The Exchange Offer Your Representations to Us.

**Withdrawal Rights**

You may withdraw your tender of outstanding old notes at any time prior to the expiration date by sending a written or facsimile withdrawal notice to the exchange agent. Promptly after the expiration or termination of the exchange offer, we will return to you, without charge, any outstanding old notes that you tendered but that were not accepted for exchange.

**Procedures for Beneficial Owners**

Only a registered holder of the outstanding old notes may tender in the exchange offer. If you beneficially own outstanding old notes registered in the name of a broker, dealer, commercial bank, trust company or other nominee and you wish to tender your outstanding old notes in the exchange offer, you should promptly contact the registered holder and instruct it to tender the outstanding old notes on your behalf.



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If you wish to tender your outstanding old notes on your own behalf, you must either arrange to have your outstanding old notes registered in your name or obtain a properly completed bond power

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from the registered holder before completing and executing the letter of transmittal and delivering your outstanding old notes. The transfer of registered ownership may take considerable time.

Guaranteed Delivery Procedures

If you wish to tender your outstanding old notes and cannot comply before the expiration date with the requirement to deliver your outstanding old notes and the letter of transmittal or other required documents or cannot use the applicable procedures under the automated tender offer program of the DTC, you must tender your outstanding old notes according to the guaranteed delivery procedures described in The Exchange Offer Guaranteed Delivery Procedures. If you tender using the guaranteed delivery procedures, the exchange agent must receive the properly completed and executed letter of transmittal or facsimile thereof, together with your outstanding old notes or a book-entry confirmation and any other documents required by the letter of transmittal, within three business days after the expiration date.

Consequences of Failure to Exchange Your Outstanding Old Notes

If you do not exchange your outstanding old notes in the exchange offer, you will no longer be entitled to registration rights. You will not be able to offer or sell the outstanding old notes unless they are later registered, sold pursuant to an exemption from registration or sold in a transaction not subject to the Securities Act or state securities laws. Other than in connection with the exchange offer or as specified in the registration rights agreement, we are not obligated to, nor do we currently anticipate that we will, register the outstanding old notes under the Securities Act. See The Exchange Offer Consequences of Failure to Exchange.

U.S. Federal Income Tax Considerations

The exchange of new notes for outstanding old notes in the exchange offer will not be a taxable event for U.S. federal income tax purposes. Please read Certain United States Federal Income Tax Considerations.

Use of Proceeds

We will not receive any cash proceeds from the issuance of new notes in the exchange offer.

Plan of Distribution

All broker-dealers who receive new notes in the exchange offer have a prospectus delivery obligation.

Based on SEC no-action letters, broker-dealers who acquired the outstanding old notes as a result of market-making or other trading activities may use this exchange offer prospectus, as supplemented or amended, in connection with the resales of the new notes. We and the subsidiary guarantors have agreed to make this prospectus available to any broker-dealer delivering a prospectus as required by law in connection with resales of the new notes for one year following the completion of the exchange offer.

Broker-dealers who acquired the outstanding old notes from us may not rely on SEC staff interpretations in no-action letters and instead must comply with the registration and prospectus delivery requirements of the

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Securities Act, including being named as selling noteholders, in order to resell the outstanding old notes or the new notes.

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**The Exchange Agent**

We have appointed Wells Fargo Bank, National Association, as exchange agent for the exchange offer. You should direct questions and requests for assistance, requests for additional copies of this prospectus or of the letter of transmittal and requests for the notice of guaranteed delivery to the exchange agent. If you are not tendering under the DTC's automated tender offer program, you should send the letter of transmittal and any other required documents to the exchange agent, addressed as follows:

*For Delivery by Registered or Certified Mail:*

Wells Fargo Bank, N.A.  
Corporate Trust Operations  
MAC N9303-121  
P.O. Box 1517  
Minneapolis, MN 55480-1517

*For Delivery by Overnight Delivery, Regular Mail or Hand:*

Wells Fargo Bank, N.A.  
Corporate Trust Operations  
Sixth and Marquette  
MAC N9303-121  
Minneapolis, MN 55479

*By Facsimile Transmission (for eligible institutions only):*

(612) 667-4927

*To Confirm Receipt:*

(800) 344-5128

**Summary of the Terms of the New Notes**

The new notes will be freely tradeable and otherwise substantially identical to the outstanding old notes and the notes issued in 2004, as described below. The new notes will not have registration rights or provisions for special interest. The new notes will evidence the same debt as the outstanding old notes, and the outstanding old notes, the new notes and the notes issued in 2004 described below will be governed by the same indenture. The new notes will vote together with the outstanding old notes not exchanged on all matters on which holders of the outstanding old notes and new notes are entitled to vote.

**New Notes Offered**

\$85 million aggregate principal amount of 83/8% senior subordinated notes due 2014. In 2004, we previously issued under the same indenture \$200 million aggregate principal amount of our 83/8% senior subordinated notes due 2014, which we refer to as the notes issued in 2004, all of which are currently outstanding. The new notes offered in this offering, the old notes and the notes issued in 2004 will have identical terms and will be treated as a single class of securities under the indenture. We refer to the new notes, the old notes and the notes issued in 2004,

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collectively, as the notes.

Maturity Date

April 1, 2014.

Interest Payment Dates

April 1 and October 1 of each year, beginning on April 1, 2007.

Guarantees

As is the case with the rest of the notes, the new notes will be guaranteed, jointly and severally, on a senior subordinated

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unsecured basis, by certain of our existing and future domestic subsidiaries.

Ranking

The new notes will rank equally with the outstanding old notes and the notes issued in 2004 and will be:

our senior subordinated unsecured obligations;

effectively subordinate in right of payment to all debt and other obligations (including trade payables) of any of our subsidiaries that do not guarantee the notes;

effectively subordinate in right of payment to all our existing and future senior debt, including borrowings under our credit facility to the extent of the value of the assets securing that debt; and

equal in right payment with all of our existing and future senior subordinated debt, including the old notes and the notes issued in 2004.

The subsidiary guarantee of each subsidiary guarantor will be:

a senior subordinated unsecured obligation of that subsidiary guarantor;

effectively subordinate in right of payment to that subsidiary guarantor's existing and future senior debt, including subsidiary guarantees of our credit facility; and

equal in right of payment with that subsidiary guarantor's existing and future senior subordinated debt, including the subsidiary guarantees of the old notes and the notes issued in 2004.

As of September 30, 2006, we and the subsidiary guarantors had \$9.3 million of senior debt outstanding, excluding intercompany debt and outstanding letters of credit, and \$283.6 million of senior subordinated indebtedness outstanding. The indenture governing the notes permits us, subject to specified limitations, to incur additional debt, some or all of which may be senior debt and some of which may be secured.

Mandatory Redemption

None.

Optional Redemption

At any time on or after April 1, 2009, we may redeem some or all of the notes at the redemption prices specified in Description of the New Notes Optional Redemption.

At any time prior to April 1, 2007, we may redeem up to 35% of the aggregate principal amount of the notes in an amount not to exceed the amount of proceeds of one or more equity offerings, at a price equal to 108.375% of the principal amount thereof, plus accrued and unpaid interest, if any, to the redemption date; *provided* that at least 65% of the

original aggregate principal amount of the notes issued remains outstanding after the redemption, as further described in Description of the New Notes Optional Redemption.

Change of Control

Following a change of control, we may be required to offer to purchase all the notes at a purchase price of 101% of their principal

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amount, plus accrued and unpaid interest, if any, to the date of purchase.

Certain Covenants

The new notes will be issued under the same indenture as the outstanding old notes, which is the same indenture through which our notes issued in 2004 were issued. The indenture contains certain covenants that, among other things, restrict our ability and the ability of our subsidiary guarantors, to:

incur additional debt;

pay dividends and make other restricted payments;

create or permit certain liens;

issue or sell capital stock of subsidiary guarantors;

use the proceeds from sales of assets;

create or permit restrictions on the ability of our subsidiary guarantors to pay dividends or to make other distributions to us;

enter into transactions with affiliates; or

consolidate or merge or sell our assets as an entirety or substantially as an entirety.

These covenants are subject to a number of important exceptions and qualifications as described under the heading "Description of the New Notes - Certain Covenants."

Events of Default

Certain circumstances or events constitute an event of default under the indenture as described under the heading "Description of the New Notes - Events of Default."

Sinking Fund

There will be no mandatory sinking fund payments for the new notes.

Absence of Market for the New Notes

We do not intend to apply for the new notes to be listed on any securities exchange or to arrange for any quotation system to quote them. Accordingly, we cannot assure you that a liquid market will develop for the new notes.

Use of Proceeds

We will not receive any cash consideration in the exchange offer.

For more complete information about the new notes, see the "Description of the New Notes" section of this prospectus.

**Risk Factors**

You should carefully consider all the information set forth in this prospectus and, in particular, the specific factors in the section of this prospectus entitled "Risk Factors."





**Table of Contents****SUMMARY HISTORICAL FINANCIAL AND OTHER DATA**

The following table presents our summary historical financial and other data as of and for the years ended December 31, 2003, 2004 and 2005 and as of and for the nine months ended September 30, 2005 and 2006. We derived this information from our audited consolidated financial statements for the fiscal years indicated and from our unaudited condensed consolidated financial statements for the interim periods indicated. The data as of and for the nine months ended September 30, 2005 and 2006 have been derived from our unaudited condensed consolidated financial statements which, in the opinion of management, include all adjustments, consisting only of normal recurring adjustments, necessary for a fair statement of the results for the unaudited interim periods.

You should read the following table in conjunction with our audited consolidated financial statements as of December 31, 2004 and 2005 and for each of the three years in the period ended December 31, 2005 and notes thereto, our unaudited condensed consolidated financial statements as of and for the nine months ended September 30, 2005 and 2006 and notes thereto, all of which are incorporated by reference into this prospectus.

	<b>Year Ended December 31,</b>			<b>Nine Months Ended</b>	
	<b>2003</b>	<b>2004</b>	<b>2005</b>	<b>September 30,</b>	<b>2006</b>
	<b>(Unaudited)</b>				
	<b>(Dollars in thousands)</b>				
<b>Statement of Operations Data:</b>					
Sales	\$ 473,124	\$ 500,589	\$ 575,655	\$ 418,010	\$ 578,975
Cost of goods sold before depreciation, depletion and amortization	388,717	412,262	472,010	343,565	477,769
Selling, general and administrative expenses	42,550	48,110	54,028	38,345	46,824
Depreciation, depletion and amortization	12,441	12,669	13,591	9,783	15,561
Income from operations	29,416	27,548	36,026	26,317	38,821
Interest expense, net	16,855	16,523	17,315	12,939	14,590
Loss on early extinguishment of debt		28,781			
Other income, net	3,016	840	2,022	871	1,304
Income (loss) before income taxes	15,577	(16,916)	20,733	14,249	25,535
Income tax provision (benefit)	5,274	(6,377)	8,121	5,693	9,809
Net income (loss)	\$ 10,303	\$ (10,539)	\$ 12,612	\$ 8,556	\$ 15,726
<b>Balance Sheet Data (at end of period):</b>					
Total assets	\$ 400,974	\$ 449,159	\$ 494,043	\$ 483,344	\$ 769,268
Total debt (including current maturities)	155,039	200,777	201,571	304,582	304,978
Total stockholders' equity	176,711	168,849	184,921	178,762	292,118
<b>Ready-Mixed Concrete Data:</b>					
Average selling price per cubic yard	\$ 73.34	\$ 76.38	\$ 85.15	\$ 84.40	\$ 87.65
Sales volume in cubic yards	5,026	5,052	5,298	3,857	5,369
<b>Other Data:</b>					

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Net cash provided by operating activities	\$ 26,692	\$ 34,423	\$ 41,229	\$ 21,216	\$ 19,977
Net cash used in investing activities	(17,259)	(11,597)	(58,563)	(13,070)	(207,843)
Net cash provided by (used in) financing activities	(7,007)	9,770	1,281	162	177,604

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**Table of Contents****RATIOS OF EARNINGS TO FIXED CHARGES**

The following table sets forth ratios of earnings to fixed charges for each of the periods indicated, calculated pursuant to SEC rules:

	<b>Year Ended December 31,</b>					<b>Nine Months Ended</b>	
	<b>2001</b>	<b>2002</b>	<b>2003</b>	<b>2004</b>	<b>2005</b>	<b>September 30, 2005</b>	<b>2006</b>
Ratio of earnings to fixed charges(1)	1.7x	(2)	1.7x	(3)	1.9x	1.9x	2.4x

- (1) For purposes of computing the ratios of earnings to fixed charges: (a) earnings consist of income (loss) before income taxes and cumulative effect of accounting change plus fixed charges (excluding capitalized interest) and (b) fixed charges consist of interest expensed and capitalized, amortization of debt issue costs relating to indebtedness and the portion of rental expense representative of a reasonable approximation of the interest factor attributable to leases for rental property.
- (2) Due to the registrant's loss in 2002, the ratio coverage was less than 1:1. The registrant must generate additional earnings of \$3,430,000 to achieve a coverage of 1:1.
- (3) Due to the registrant's loss in 2004, the ratio coverage was less than 1:1. The registrant must generate additional earnings of \$16,916,000 to achieve a coverage of 1:1.

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**RISK FACTORS**

As with the rest of the notes, an investment in the new notes involves a number of risks. You should carefully consider the following matters, in addition to the other information we have provided in this prospectus. The risks and uncertainties we describe below are not the only ones relating to these securities or facing our company. Additional risks and uncertainties not presently known to us or that we currently do not believe are material may also impact our business, operations, financial condition or results of operations.

**Risks Related to the Exchange Offer**

*If you fail to exchange your outstanding old notes, the existing transfer restrictions will remain in effect and the market value of your outstanding old notes may be adversely affected because they may be more difficult to sell.*

In general, the outstanding old notes may not be offered or sold unless they are registered or exempt from registration under the Securities Act and applicable state securities laws. Except in connection with this exchange offer or in the very limited circumstances as may be required by the registration rights agreement, we do not intend to register resales of the outstanding old notes.

The tender of outstanding old notes under the exchange offer will reduce the aggregate principal amount and, therefore, the liquidity of the notes outstanding. This may have an adverse effect upon, and increase the volatility of, the market price of any outstanding old notes that you continue to hold.

**Risks Related to the Notes**

*Our substantial debt could adversely affect our financial condition and prevent us from fulfilling our obligations under the notes.*

We currently have, and after the exchange offer we will continue to have, a significant amount of debt. As of September 30, 2006, we had approximately \$305.0 million of outstanding debt. Upon the completion of the Alberta acquisition in July 2006, we incurred an additional \$103.3 million of debt.

Our substantial debt and other financial obligations could have important consequences to you. For example, it could:

make it difficult for us to satisfy our financial obligations, including making scheduled principal and interest payments on the notes and our other indebtedness;

require us to dedicate a substantial portion of our cash flow from operations to service payments on our indebtedness, thereby reducing funds available for other purposes;

increase our vulnerability to a downturn in general economic conditions or the industry in which we compete;

limit our ability to borrow additional funds for working capital, capital expenditures, acquisitions and general corporate and other purposes;

place us at a competitive disadvantage to our competitors; and

limit our ability to plan for and react to changes in our business and the ready-mixed concrete industry.

Our senior secured credit facility and the indenture governing the notes permit us to incur and to guarantee additional indebtedness. We anticipate that any future acquisitions we pursue as part of our strategy may be financed through a combination of cash on hand, operating cash flow, availability under our existing credit facility and new securities offerings. If new debt is added to current debt levels, the related risks described above could increase. See Description of the New Notes.

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

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

***The right to receive payments on the notes and guarantees of those notes is unsecured and subordinated to our senior debt, which could result in situations where there are not sufficient funds available to pay the notes.***

Payment on the notes will be subordinated in right of payment to all our senior debt, including indebtedness under our senior secured credit facility. Payment on the guarantee of each subsidiary guarantor of the notes will be subordinated in right of payment to that subsidiary guarantor's senior debt, including its guarantee of our obligations under our senior secured credit facility. Upon any distribution to our creditors or the creditors of the subsidiary guarantors in a bankruptcy, liquidation or reorganization or similar proceeding relating to us or the subsidiary guarantors or our or their property, the holders of senior debt will be entitled to be paid in full in cash before any payment may be made on the notes or the subsidiary guarantees thereof, as the case may be. In these cases, we or a subsidiary guarantor, as the case may be, may not have sufficient funds to pay all of our or its creditors, and holders of the notes may receive less, ratably, than the holders of senior debt, including the lenders under our senior secured credit facility, and due to the turnover provisions in the indenture for the notes, less, ratably, than the holders of unsubordinated obligations, including trade payables. In addition, all payments on the notes and the related guarantees will be blocked in the event of a payment default on any senior debt and may be blocked for up to 179 consecutive days in the event of certain non-payment defaults on designated senior debt.

The notes are effectively subordinated to claims of our secured creditors and the guarantees of each subsidiary guarantor are effectively subordinated to the claims of the existing and future secured creditors of that subsidiary guarantor. Our obligations under our senior secured credit facility are secured by liens on all or substantially all of our and our subsidiaries' assets. At September 30, 2006, there was \$9.3 million of revolving credit borrowings outstanding under our credit facility and the amount of the available credit was approximately \$80.2 million, net of outstanding letters of credit of \$15.5 million, under our senior secured credit facility.

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

The indenture governing the notes and our senior secured credit facility contain covenants that restrict, among other things, our ability to:

- incur additional indebtedness and issue preferred stock;
- pay dividends;
- make asset sales;
- make certain investments;

enter into transactions with affiliates;

incur liens on assets to secure other debt;

engage in specified business activities; and



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engage in certain mergers or consolidations and transfers of assets.

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

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

***The subsidiary guarantees may be subject to judicial scrutiny under applicable fraudulent conveyance laws.***

The issuance of the subsidiary guarantees may be subject to review under applicable fraudulent conveyance or transfer laws in a bankruptcy or similar proceeding involving one or more of the guarantors or in a lawsuit brought by or on behalf of the creditors of one or more of the guarantors. Under these laws, if a court were to find that, at the time a guarantor issued its subsidiary guarantee,

the guarantor issued the subsidiary guarantee with the intent to hinder, delay or defraud any of its present or future creditors or that it contemplated insolvency with a design to favor one or more creditors to the exclusion, in whole or in part, of others, or

the guarantor did not receive fair consideration or reasonably equivalent value for incurring the subsidiary guarantee and, at the time it issued the subsidiary guarantee,

the guarantor was insolvent or rendered insolvent by reason of that issuance,

the guarantor was engaged or about to engage in a business or transaction for which its remaining assets constituted unreasonably small capital, or

the guarantor intended to incur, or believed that it would incur, debts beyond its ability to pay as they matured,

then the court could determine not to enforce the subsidiary guarantee, subordinate the subsidiary guarantee to other indebtedness of the guarantor or take other action detrimental to the holders of the notes. Among other things, a legal challenge of a subsidiary guarantee issued by a guarantor on fraudulent conveyance grounds might focus on the benefits, if any, realized by the guarantor as a result of our issuance of the notes and its subsidiary guarantee. Furthermore, other guarantors may not receive any direct benefit from the issuance of the notes. The indenture relating to the notes contains a savings clause, which generally purports to limit the obligations of each guarantor under its subsidiary guarantee to the maximum amount as will, after giving effect to all the liabilities of such guarantor, result in such obligations not constituting a fraudulent conveyance. To the extent the subsidiary guarantee of any guarantor is avoided as a fraudulent conveyance or held unenforceable for any reason, the holders of the notes would cease to have any claim against that guarantor and would be creditors solely of U.S. Concrete, Inc. and any guarantor whose subsidiary guarantee is not avoided or held to be unenforceable.

The measure of insolvency for purposes of the considerations described above will vary depending on the law applied in any such proceeding. Generally, however, an entity may be considered insolvent if:

the sum of its debts, including contingent liabilities, was greater than the fair market value of all its assets at a fair valuation; or

the present fair market value of its assets was less than the amount that would be required to pay its probable liability on its existing debts, including contingent liabilities, as they become absolute and mature.

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Based on historical financial information, recent operating history and other information currently available to us, we believe the subsidiary guarantees issued concurrently with the issuance of the notes have been or will be issued and granted for proper purposes and in good faith and that, after giving effect to the issuance of such subsidiary guarantees, each subsidiary guarantor will be solvent and will continue to be solvent, will have sufficient capital for carrying on its business and will be able to pay its debts as they become absolute and mature. We cannot provide you with any assurance, however, that a court passing on those issues would reach the same conclusions. Furthermore, we cannot provide you with any assurance that those standards would be satisfied in the case of any existing or future subsidiary of ours that becomes a guarantor in the future, because a determination as to whether those standards would be satisfied will depend on, among other circumstances, the financial condition of that guarantor at the time of the incurrence of its obligations in respect of its subsidiary guarantee.

### ***We may be unable to purchase the notes upon a change of control.***

Upon a change of control, as defined in the indenture, holders of notes will have the right to require us to repurchase all or a portion of the outstanding notes, including the notes offered hereby, the old notes and our notes issued in 2004, at a price equal to 101% of their principal amount, together with any accrued and unpaid interest, if any, to the date of repurchase. If a change of control were to occur, the terms of our senior secured credit facility contain, and any additional debt agreements to which we are party at such time may contain, restrictions and provisions limiting our ability to purchase your notes. Any failure to make an offer to purchase, or to repay holders tendering notes, upon a change of control will result in an event of default under the notes. We may not have the financial resources to repurchase your notes, particularly if a change of control event triggers a similar repurchase requirement for other indebtedness, or results in the acceleration of other indebtedness. See Description of the New Notes Repurchase at the Option of Holders Upon a Change of Control.

### ***Your ability to transfer the notes may be limited by the absence of an active trading market and restrictions on transfer under applicable securities laws.***

As is the case with all the notes, we do not intend to list the new notes for trading on any national securities exchange or arrange for any quotation system to quote prices for them. Therefore, an active market for the new notes may not develop or, if developed, may not be maintained. The new notes offered by this prospectus will be issued under the same indenture as our notes issued in 2004, of which \$200 million are currently outstanding. The notes offered by this prospectus and our outstanding notes will have identical terms and will be treated as a single class of securities under the indenture.

If an active trading market for the notes does not develop or is not maintained, holders of the notes may experience difficulty in reselling, or an inability to sell, such notes. If you are able to resell your notes, the price you receive will depend on many other factors that may vary over time, including:

- the number of potential buyers;
- the level of liquidity of the notes;
- ratings published by major credit rating agencies;
- our financial performance;
- the amount of indebtedness we have outstanding;

the level, direction and volatility of market interest rates generally;

the market for similar securities;

the redemption and repayment features of the notes; and

the time remaining to the maturity of the notes.

As a result of these factors, you may be able to sell your notes only at prices below those you believe to be appropriate, including prices below the price you paid for your notes.

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**Risks Related to Our Business**

*There are risks related to our internal growth and operating strategies.*

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

attract new customers;

differentiate ourselves in a competitive market by emphasizing new product development and value-added sales and marketing;

hire and retain employees; and

reduce operating and overhead expenses.

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

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

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

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

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

the acquisition candidates we identify may be unwilling to sell;

we may not have sufficient capital to pay for acquisitions; and

competitors in our industry may outbid us.

In addition, there are risks associated with the acquisitions we complete. We may face difficulties integrating newly acquired businesses into our operations efficiently and on a timely basis. This may be the case particularly with respect to the Alberta acquisition, which is significantly larger than the businesses we have acquired in the past. We also may experience unforeseen difficulties managing the increased scope, geographic diversity and complexity of our operations or mitigating contingent or assumed liabilities, potentially including liabilities we do not anticipate.

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

The ready-mixed concrete business is seasonal. In particular, demand for our products and services during the winter months is typically lower than in other months because of inclement winter weather. In addition, sustained periods of inclement weather or permitting delays could postpone or delay projects over geographic regions of the United States and consequently could adversely affect our business, financial condition, results of operations and cash flows.

The relative demand for ready-mixed concrete is a function of the highly cyclical construction industry. As a result, our revenues may be adversely affected by declines in the construction industry generally and in

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our local markets for ready-mixed concrete and other concrete products. Our results also may be materially affected by:

the level of residential and commercial construction in our regional markets, including possible reductions in the demand for new residential housing construction below current levels;

the availability of funds for public or infrastructure construction from local, state and federal sources;

unexpected events that delay or adversely affect our ability to deliver concrete according to our customers requirements;

changes in interest rates;

the changes in mix of our customers and business, which result in periodic variations in the margins of jobs performed during any particular quarter;

the timing and cost of acquisitions and difficulties or costs encountered when integrating acquisitions;

the budgetary spending patterns of our customers;

increases in construction and design costs;

power outages and other unexpected delays;

our ability to control costs and maintain quality;

employment levels; and

regional or general economic conditions.

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

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

Our competitive position in a given market depends largely on the location and operating costs of our ready-mixed concrete plants and prevailing prices in that market. Generally, ready-mixed concrete is price-sensitive. Our prices are subject to changes in response to relatively minor fluctuations in supply and demand, general economic conditions and market conditions, all of which are beyond our control. Because of the fixed-cost nature of our business, our overall profitability is sensitive to minor variations in sales volumes and small shifts in the balance between supply and demand. Price is the primary competitive factor among suppliers for small or simple jobs, principally in residential construction, while timeliness of delivery and consistency of quality and service, as well as price, are the principal competitive factors among suppliers for large or complex jobs. Concrete manufacturers like us generally obtain customer contracts through local sales and marketing efforts directed at general contractors, developers and homebuilders. As a result, we depend on local relationships. We generally do not have any long-term sales contracts with our customers.

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



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

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

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

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

Throughout 2005 and through the first nine months of 2006, our product pricing for ready-mixed concrete continued to increase in most of our markets. These price increases have allowed us to absorb the rising cost of raw materials (primarily cement and aggregates). However, gains on increased prices were offset in part by higher labor, freight and delivery costs, including rising diesel fuel costs. With the national average of diesel fuel prices in 2005 having risen 33% over the prices in 2004, we have experienced both increased freight charges for our raw materials, in the form of fuel surcharges, and increased cost to deliver our products. As these costs have become more significant over the last two years, we have instituted fuel surcharges in most of our markets in an attempt to cover these rising costs. We do not have any long-term fuel supply contracts that would protect us from rising fuel costs. Sustaining or improving our margins in the future will depend on market conditions and our ability to increase our product pricing or realize gains in productivity to offset further increases in raw materials and other costs. We cannot assure you that we will be able to sustain or improve our margins in the future.

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

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

land usage;

street and highway usage;

noise levels; and

health, safety and environmental matters.

In many instances, we must have various certificates, permits or licenses in order to conduct our business. Our failure to maintain required certificates, permits or licenses or to comply with applicable governmental requirements could result in substantial fines or possible revocation of our authority to conduct some of our

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operations. Delays in obtaining approvals for the transfer or grant of certificates, permits or licenses, or failure to obtain new certificates, permits or licenses, could impede the implementation of our acquisition program.

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

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

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

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

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

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

We depend on the continued efforts of our executive officers and, in many cases, on senior management of our businesses. Our success will depend on recruiting new senior level managers and officers, and we

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cannot be certain that we can recruit and retain such additional managers and officers. To the extent we are unable to manage our growth effectively or are unable to attract and retain qualified management personnel, our business, financial condition, results of operations and cash flows could be materially and adversely affected. We do not carry key-person life insurance on any of our employees.

***We may be unable to attract and retain qualified employees.***

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

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

As of September 30, 2006, approximately 32.5% of our employees were covered by collective bargaining agreements, which expire between 2006 and 2010. Our inability to negotiate acceptable new contracts or extensions of existing contracts with these unions could cause strikes or other work stoppages by the affected employees. In addition, any new contracts or extensions could result in increased operating costs attributable to both union and nonunion employees. If any such strikes or other work stoppages were to occur, or if other of our employees were to become represented by a union, we could experience a significant disruption of our operations and higher ongoing labor costs, which could materially adversely affect our business, financial condition, results of operations and cash flows. In addition, the coexistence of union and nonunion employees may lead to conflicts between union and nonunion employees or impede our ability to integrate our operations efficiently. Also, labor relations matters affecting our suppliers of cement and aggregates could adversely impact our business from time to time.

We contribute to 14 multiemployer pension plans. If we were to withdraw partially or completely from any plan that is underfunded, we would be liable for a proportionate share of that plan's unfunded vested benefits. Based on the limited information available from plan administrators, which we cannot independently validate, we believe that our portion of the contingent liability in the case of a full or partial withdrawal from or termination of several of these plans would be material to our financial position, results of operations and cash flows.

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

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

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

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

may have a material adverse effect on our financial condition, results of operations and cash flows.

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

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

***Increasing insurance claims and expenses could lower profitability and increase business risk.***

The nature of our business subjects us to product liability, property damage and personal injury claims. Over the last several years, insurance carriers have raised premiums for many companies operating in our industry, including us. Increased premiums may further increase our insurance expense as coverage expires or otherwise cause us to raise our self-insured retention. If the number or severity of claims within our self-insured retention increases, we could suffer costs in excess of our reserves. An unusually large liability claim or a string of claims based on a failure repeated throughout our mass production process may exceed our insurance coverage or result in direct damages if we were unable or elected not to insure against certain hazards because of high premiums or other reasons. In addition, the availability of, and our ability to collect on, insurance coverage is often subject to factors beyond our control.

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

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

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

As of September 30, 2006, goodwill represented approximately 38% of our total assets. On a pro forma basis to give effect to the Alberta acquisition, we estimate that as of June 30, 2006 our goodwill would have represented approximately 38% of our total assets. We can provide no assurance that future goodwill impairments will not occur. If we determine that any of our remaining balance of goodwill is impaired, we will be required to take an immediate noncash charge to earnings.

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

In addition to our existing working capital and cash from operations, our senior secured credit facility provides us with a significant source of liquidity. That facility provides us a borrowing capacity of up to \$105 million. The credit agreement relating to this facility provides that the administrative agent may, on the bases specified, reduce the amount of the available credit from time to time.

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

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



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**USE OF PROCEEDS**

The exchange offer is intended to satisfy our obligations under the registration rights agreement that we and the subsidiary guarantors entered into in connection with the private offering of the outstanding old notes. We will not receive any cash proceeds from the issuance of the new notes. In consideration for issuing the new notes, we will receive in exchange a like principal amount of the outstanding old notes. The outstanding old notes surrendered in exchange for the new notes will be retired and canceled and cannot be reissued. Accordingly, issuance of the new notes will not result in any change in our capitalization.

We used the net proceeds from the sale of the outstanding old notes to fund a portion of the purchase price of the Alberta acquisition.

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**THE EXCHANGE OFFER**

*Participation in the exchange offer is voluntary, and you should carefully consider whether to accept. You are urged to consult your financial and tax advisors in making your own decision on what action to take.*

We are offering to issue new 83/8% senior subordinated notes due 2014, the offering of which is being registered by the registration statement of which this prospectus forms a part, in exchange for a like principal amount of our outstanding 83/8% senior subordinated notes due 2014. We refer to our offer to exchange the outstanding old notes for new notes as the exchange offer. We may extend, delay or terminate the exchange offer. Holders of outstanding old notes will need to complete the exchange offer documentation related to the exchange.

**Purpose and Effect of the Exchange Offer**

We and the subsidiary guarantors entered into a registration rights agreement with the initial purchasers of the outstanding old notes in which we and the subsidiary guarantors agreed to use commercially reasonable efforts to prepare and file with the SEC a registration statement relating to an offer to exchange the outstanding old notes for new notes and to use our commercially reasonable efforts to have it declared effective within 180 days after issuing the outstanding old notes. We are offering the new notes under this prospectus to satisfy those obligations under the registration rights agreement.

If we determine, upon advice of counsel, that the exchange offer is not permitted by law or applicable interpretations of the law by the staff of the SEC or if:

any initial purchaser of the outstanding old notes requests, with respect to outstanding old notes not eligible to be exchanged for new notes in the exchange offer, or

any holder of outstanding old notes (other than an initial purchaser) is not eligible to participate in the exchange offer or does not receive freely tradeable new notes in exchange for old notes in the exchange offer other than by reason of such holder being an affiliate of ours or the subsidiary guarantors (it being understood that the requirement that a broker-dealer deliver the prospectus contained in this registration statement in connection with the sale of new notes shall not result in such new notes being not freely tradeable ),

we and the subsidiary guarantors will use our commercially reasonable efforts to file, as promptly as practicable, with the SEC a shelf registration statement to cover resales of outstanding old notes. We and the subsidiary guarantors will also be required to file a shelf registration statement with the SEC if this exchange offer is not declared effective by January 1, 2007 or if this exchange offer is not completed within 45 days after the registration statement is declared effective.

If we and the subsidiary guarantors fail to comply with deadlines for completion of the exchange offer, we will be required to pay special interest to holders of the outstanding old notes. Please read the section captioned Description of the New Notes Registration Rights for more details regarding the registration rights agreement.

**Resale of New Notes**

Based on interpretations of the SEC staff in no action letters issued to third parties, we believe that each new note issued under the exchange offer may be offered for resale, resold and otherwise transferred by you, the holder of that new note, without compliance with the registration and prospectus delivery provisions of the Securities Act if:

you are not our affiliate within the meaning of Rule 405 under the Securities Act, nor an affiliate of the subsidiary guarantors;

the new note is acquired in the ordinary course of your business; and

you are not engaged in, do not intend to engage in and have no arrangement or understanding with any person to participate in a distribution (within the meaning of the Securities Act) of new notes.

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The SEC has not, however, considered the legality of our exchange offer in the context of a no action letter, and there can be no assurance that the staff of the SEC would make a similar determination with respect to our exchange offer as in other circumstances.

If you tender outstanding old notes in the exchange offer with the intention of participating in any manner in a distribution of the new notes, you:

cannot rely on these interpretations by the SEC staff; and

must comply with the registration and prospectus delivery requirements of the Securities Act in connection with a secondary resale transaction of the outstanding old notes.

Unless an exemption from registration is otherwise available, any holder intending to distribute new notes should be covered by an effective registration statement under the Securities Act containing the holder's information required by Item 507 or Item 508, as applicable, of Regulation S-K under the Securities Act. This prospectus may be used for an offer to resell, resale or other retransfer of new notes only as specifically described in this prospectus. We have agreed to make this prospectus available in connection with resales of the new notes for up to one year from the completion of the exchange offer. Failure to comply with the registration and prospectus delivery requirements by a holder subject to these requirements could result in that holder incurring liability for which it is not indemnified by us. If you are a broker dealer, you may participate in the exchange offer only if you acquired outstanding old notes for your own account as a result of market-making activities or other trading activities. Each broker-dealer that receives new notes for its own account in exchange for outstanding old notes, if the outstanding old notes were acquired by that broker-dealer as a result of that market-making or other trading activities, must acknowledge that it will deliver a prospectus in connection with any resale of those new notes. Please read the section captioned "Plan of Distribution" for more details regarding the transfer of new notes.

**Terms of the Exchange Offer**

On the terms and subject to the conditions described in this prospectus and in the letter of transmittal, we will accept for exchange any outstanding old notes properly tendered and not withdrawn before the expiration date. We will issue \$1,000 principal amount of new notes in exchange for each \$1,000 principal amount of outstanding old notes surrendered under the exchange offer. Outstanding old notes may be tendered only in integral multiples of \$1,000. We have not conditioned the exchange offer on any minimum aggregate principal amount of outstanding old notes being tendered for exchange.

As of the date of this prospectus, there is \$85 million aggregate principal amount of the outstanding old notes. We are sending this prospectus and the letter of transmittal included with this prospectus to all registered holders of outstanding old notes. There will be no fixed record date for determining registered holders of outstanding old notes entitled to participate in the exchange offer.

We intend to conduct the exchange offer according to the provisions of the registration rights agreement, the applicable requirements of the Securities Act and the Exchange Act, and the rules and regulations of the SEC. Outstanding old notes that are not tendered for exchange in the exchange offer will:

remain outstanding;

continue to accrue interest; and

be entitled to the rights and benefits the holders have under the indenture.

However, these outstanding old notes will not be freely tradeable. See Consequences of Failure to Exchange below.

We will be deemed to have accepted for exchange properly tendered outstanding old notes when we have given oral or written notice of the acceptance to the exchange agent and complied with the applicable provisions of the registration rights agreement. The exchange agent will act as agent for the tendering holders for the purpose of receiving the new notes.

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If you tender outstanding old notes in the exchange offer, you will not be required to pay brokerage commissions or fees or, subject to the instructions in the letter of transmittal, transfer taxes with respect to the exchange of outstanding old notes. We will pay all charges and expenses, other than certain applicable taxes described below, in connection with the exchange offer. It is important that you read the section labeled **Fees and Expenses** for more details regarding fees and expenses incurred in the exchange offer.

We will return any outstanding old notes that we do not accept for exchange for any reason without expense to the tendering holder as promptly as practicable after the expiration or termination of the exchange offer.

## **Expiration Date**

The exchange offer will expire at 5:00 p.m., New York City time, on \_\_\_\_\_, 2007 unless, in our sole discretion, we extend it.

## **Extensions, Delay in Acceptance, Termination or Amendment**

We reserve the right, at any time or at various times, to extend the period of time during which the exchange offer is open. During any extensions, all outstanding old notes previously tendered will remain subject to the exchange offer, and we may accept them for exchange. We do not currently intend to extend the expiration date.

To extend the exchange offer, we will notify the exchange agent orally or in writing of any extension. We will also make a public announcement of the extension no later than 9:00 a.m., New York City time, on the next business day after the previously scheduled expiration date.

If any of the conditions described below under **Conditions to the Exchange Offer** has not been satisfied, we reserve the right, in our sole discretion:

to delay accepting for exchange any outstanding old notes;

to extend the exchange offer; or

to terminate the exchange offer

by giving oral or written notice of a delay, extension or termination to the exchange agent. Subject to the terms of the registration rights agreement, we also reserve the right to amend the terms of the exchange offer in any manner.

Any delay in acceptance, extension, termination or amendment will be followed as promptly as practicable by oral or written notice to the registered holders of the outstanding old notes. If we amend the exchange offer in a manner we determine to constitute a material change, we will promptly disclose the amendment in a prospectus supplement. We will distribute the supplement to the registered holders of the outstanding old notes. Depending on the significance of the amendment and the manner of disclosure to the registered holders, we will extend the exchange offer if the exchange offer would otherwise expire during that period.

Without limiting the manner in which we may choose to make public announcements of any delay in acceptance, extension, termination or amendment of the exchange offer, we will have no obligation to publish, advertise or otherwise communicate any public announcement, other than by making a timely release to an appropriate news agency.

## **Conditions to the Exchange Offer**

Despite any other term of the exchange offer, if in our reasonable judgment the exchange offer, or the making of any exchange by a holder of outstanding old notes, would violate applicable law or any applicable interpretation of the staff of the SEC:

we will not be required to accept for exchange, or exchange any new notes for, any outstanding old notes; and

we may terminate the exchange offer as provided in this prospectus before accepting any outstanding old notes for exchange.

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In addition, we will not be obligated to accept for exchange the outstanding old notes of any holder that has not made to us:

the representations described under Your Representations to Us ; and

other representations as may be reasonably necessary under applicable SEC rules, regulations or interpretations to make available to us an appropriate form for registration of the new notes under the Securities Act.

We reserve the right to amend or terminate the exchange offer, and to reject for exchange any outstanding old notes not previously accepted for exchange, on the occurrence of any of the conditions to the exchange offer specified above. We will give oral or written notice of any extension, amendment, nonacceptance or termination to the holders of the outstanding old notes as promptly as practicable.

These conditions are for our sole benefit, and we may assert them or waive them in whole or in part at any time or at various times in our sole discretion. Our failure at any time to exercise any of these rights will not mean that we have waived our rights. Each right will be deemed an ongoing right that we may assert at any time or at various times.

In addition, we will not accept for exchange any outstanding old notes tendered and will not issue new notes in exchange for any outstanding note if at that time any stop order has been threatened or is in effect relating to the registration statement of which this prospectus constitutes a part or the qualification of the indenture relating to the new notes under the Trust Indenture Act of 1939.

## **Procedures for Tendering**

### ***How to Tender Generally***

Only a registered holder of outstanding old notes may tender its outstanding old notes in the exchange offer. If you are a beneficial owner of outstanding old notes and wish to have the registered owner tender on your behalf, please see How to Tender if You Are a Beneficial Owner below. To tender in the exchange offer, you must either comply with the procedures for manual tender or comply with the automated tender offer program procedures of the DTC described below under Tendering Through the DTC s Automated Tender Offer Program.

To complete a manual tender, you must:

complete, sign and date the letter of transmittal, or a facsimile of the letter of transmittal;

have the signature on the letter of transmittal guaranteed if the letter of transmittal so requires;

mail or deliver the letter of transmittal or a facsimile of the letter of transmittal to the exchange agent before the expiration date; and

deliver, and the exchange agent must receive, before the expiration date:

the outstanding old notes along with the letter of transmittal; or

a timely confirmation of book-entry transfer of the outstanding old notes into the exchange agent s account at the DTC according to the procedure for book-entry transfer described below under Book-Entry Transfer or a properly transmitted agent s message.



If you wish to tender your outstanding old notes and cannot comply with the requirement to deliver the letter of transmittal and your outstanding old notes or use the automated tender offer program of the DTC before the expiration date, you must tender your outstanding old notes according to the guaranteed delivery procedures described below.

For a tender to be effective, the exchange agent must receive any physical delivery of the letter of transmittal and other required documents at its address provided above under Prospectus Summary The Exchange Agent before the expiration date. Any tender by a holder that is not withdrawn before the

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expiration date will constitute a legally binding agreement between the holder and us according to the terms and subject to the conditions described in this prospectus and in the letter of transmittal.

**The method of delivery of outstanding old notes, the letter of transmittal and all other required documents to the exchange agent is at your election and risk. Rather than mail these items, we recommend that you use an overnight or hand-delivery service. In all cases, you should allow sufficient time to ensure delivery to the exchange agent before the expiration date. You should not send the letter of transmittal or outstanding old notes to us. You may request your broker, dealer, commercial bank, trust company or other nominee to effect the above transactions on your behalf.**

### ***Book-Entry Transfer***

The exchange agent will make a request to establish an account with respect to the outstanding old notes at the DTC for purposes of the exchange offer promptly after the date of this prospectus. Any financial institution participating in the DTC's system may make book-entry delivery of outstanding old notes by causing the DTC to transfer the outstanding old notes into the exchange agent's account at the DTC according to the DTC's procedures for transfer. If you are unable to deliver confirmation of the book-entry tender of your outstanding old notes into the exchange agent's account at the DTC or all other documents required by the letter of transmittal to the exchange agent on or before the expiration date, you must tender your outstanding old notes according to the guaranteed delivery procedures described below.

### ***Tendering Through the DTC's Automated Tender Offer Program***

The exchange agent and the DTC have confirmed that any financial institution that is a participant in the DTC's system may use the DTC's automated tender offer program to tender its outstanding old notes. Participants in the program may transmit their acceptance of the exchange offer electronically instead of physically completing and signing the letter of transmittal and delivering it to the exchange agent. Tendering through the automated tender offer program causes the DTC to transfer the outstanding old notes to the exchange agent according to its procedures for transfer. The DTC will then send an agent's message to the exchange agent.

The term "agent's message" means a message transmitted by the DTC, received by the exchange agent and forming part of the book-entry confirmation, stating that:

the DTC has received an express acknowledgment from a participant in its automated tender offer program that is tendering outstanding old notes that are the subject of book-entry confirmation;

the participant has received and agrees to be bound by the terms of the letter of transmittal or, in the case of an agent's message relating to guaranteed delivery, that the participant has received and agrees to be bound by the applicable notice of guaranteed delivery; and

we may enforce the agreement against the participant.

### ***How to Tender if You Are a Beneficial Owner***

If you beneficially own outstanding old notes that are registered in the name of a broker, dealer, commercial bank, trust company or other nominee and you wish to tender those outstanding old notes, you should contact the registered holder promptly and instruct it to tender on your behalf. If you are a beneficial owner and wish to tender on your own behalf, you must, before completing and executing the letter of transmittal and delivering your outstanding old notes, either:

make appropriate arrangements to register ownership of the outstanding old notes in your name; or  
obtain a properly completed bond power from the registered holder of outstanding old notes.

The transfer of registered ownership may take considerable time and may not be completed before the expiration date.

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### **Signatures and Signature Guarantees**

You must have signatures on a letter of transmittal or a notice of withdrawal described below under **Withdrawal of Tenders** guaranteed by an eligible institution unless the outstanding old notes are tendered:

by a registered holder who has not completed the box entitled **Special Issuance Instructions** or **Special Delivery Instructions** on the letter of transmittal and the new notes are being issued directly to the registered holder of the outstanding old notes tendered in the exchange for those new notes; or

for the account of an eligible institution.

An **eligible institution** is a member firm of a registered national securities exchange or of the National Association of Securities Dealers, Inc., a commercial bank or trust company having an office or correspondent in the United States, or an eligible guarantor institution within the meaning of Rule 17Ad-15 under the Exchange Act, in each case, that is a member of one of the recognized signature guarantee programs identified in the letter of transmittal.

### **When Endorsements or Bond Powers are Needed**

If a person other than the registered holder of any outstanding old notes signs the letter of transmittal, the outstanding old notes must be endorsed properly or accompanied by a properly completed bond power. The bond power must be signed by the registered holder as the registered holder's name appears on the outstanding old notes and an eligible institution must guarantee the signature on the bond power.

If the letter of transmittal or any outstanding old notes or bond powers are signed by trustees, executors, administrators, guardians, attorneys-in-fact, officers of corporations or others acting in a fiduciary or representative capacity, those persons should so indicate when signing. They must also submit evidence of their authority to deliver the letter of transmittal satisfactory to us unless we waive this requirement.

### **Determinations Under the Exchange Offer**

We will determine in our sole discretion all questions as to the validity, form, eligibility, time of receipt, acceptance of tendered outstanding old notes and withdrawal of tendered outstanding old notes. Our determinations will be final and binding. We reserve the absolute right to reject any outstanding old notes not properly tendered or any outstanding old notes our acceptance of which would, in the opinion of our counsel, be unlawful. We also reserve the right to waive any defects, irregularities or conditions of tender as to particular outstanding old notes. Our interpretation of the terms and conditions of the exchange offer, including the instructions in the letter of transmittal, will be final and binding on all parties.

Unless waived, any defects or irregularities in connection with tenders of outstanding old notes must be cured within the time we shall determine. We will not be under any duty to give notification of defects or irregularities with respect to tenders of outstanding old notes or be liable for failure to give notification, nor will the exchange agent or any other person. Tendere of outstanding old notes will not be deemed made until any defects or irregularities have been cured or waived. Any outstanding old notes received by the exchange agent that are not properly tendered and as to which the defects or irregularities have not been cured or waived will be returned to the tendering holder, unless otherwise provided in the letter of transmittal, as soon as practicable following the expiration date.

### **When We Will Issue New Notes**

In all cases, we will issue new notes for outstanding old notes that we have accepted for exchange under the exchange offer only after the exchange agent timely receives:

outstanding old notes or a timely book-entry confirmation of the outstanding old notes into the exchange agent's account at the DTC; and

a properly completed and duly executed letter of transmittal and all other required documents or a properly transmitted agent's message.

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**Return of Outstanding Old Notes Not Accepted or Exchanged**

If we do not accept any tendered outstanding old notes for exchange for any reason described in the terms and conditions of the exchange offer or if outstanding old notes are submitted for a greater principal amount than the holder desires to exchange, the unaccepted or nonexchanged outstanding old notes will be returned without expense to their tendering holder. In the case of outstanding old notes tendered by book-entry transfer into the exchange agent's account at the DTC according to the procedures described below, the nonexchanged outstanding old notes will be credited to an account maintained with the DTC. These actions will occur as promptly as practicable after the expiration or termination of the exchange offer.

**Your Representations to Us**

By signing or agreeing to be bound by the letter of transmittal, you will represent that, among other things:

you are not our affiliate, as defined in Rule 405 of the Securities Act, or an affiliate of a subsidiary guarantor, or, if you are our affiliate or an affiliate of a subsidiary guarantor, you will comply with the registration and prospectus delivery requirements in the Securities Act to the extent applicable;

if you are a broker-dealer, you are not tendering outstanding old notes acquired directly from us, a subsidiary guarantor, one of our affiliates or an affiliate of a subsidiary guarantor for your own account;

if you are not a broker-dealer, you are not engaged in, and do not intend to participate in, a distribution (within the meaning of the Securities Act) of the new notes;

you have no arrangement or understanding with any person to participate in a distribution (within the meaning of the Securities Act) of the outstanding old notes or the new notes;

you are acquiring the new notes in the ordinary course of your business;

if you are a broker-dealer that will receive new notes for your own account in exchange for outstanding old notes, you represent that you acquired the outstanding old notes to be exchanged for new notes as a result of market-making activities or other trading activities and you acknowledge that you will deliver a prospectus meeting the requirements of the Securities Act in connection with the resale of any new notes. (it is understood that you are not admitting that you are an underwriter within the meaning of the Securities Act by acknowledging that you will deliver, and by delivery of, a prospectus); and

you are not acting on behalf of any person who could not truthfully and completely make the foregoing representations.

We may, in the future, seek to acquire untendered outstanding old notes in open-market or privately negotiated transactions, through subsequent exchange offers or otherwise. We have no present plans to acquire any outstanding old notes that are not tendered in the exchange offer or to file a registration statement to permit resales of any untendered outstanding old notes.

If you tender in the exchange offer for the purpose of participating in a distribution of the new notes:

you cannot rely on the applicable interpretations of the SEC; and

you must comply with the registration and prospectus delivery requirements of the Securities Act in connection with a secondary resale transaction.

**Guaranteed Delivery Procedures**

If you wish to tender your outstanding old notes but your outstanding old notes are not immediately available or you cannot deliver your outstanding old notes, the letter of transmittal or any other required documents to the exchange agent or comply with the applicable procedures under the DTC's automated tender offer program before the expiration date, you may tender if:

the tender is made through an eligible institution;

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before the expiration date, the exchange agent receives from that eligible institution either a properly completed and duly executed notice of guaranteed delivery by facsimile transmission, mail or hand delivery or a properly transmitted agent's message and notice of guaranteed delivery:

stating your name and address, the registered number(s) of your outstanding old notes and the principal amount of outstanding old notes tendered;

stating that the tender is being made; and

guaranteeing that, within three business days after the expiration date, the letter of transmittal or facsimile thereof, together with the outstanding old notes or a book-entry confirmation and any other documents required by the letter of transmittal will be deposited by the eligible guarantor institution with the exchange agent; and

the exchange agent receives the properly completed and executed letter of transmittal or facsimile thereof, as well as all tendered outstanding old notes in proper form for transfer or a book-entry confirmation and all other documents required by the letter of transmittal, within three business days after the expiration date.

If you wish to tender outstanding old notes pursuant to the guaranteed delivery procedures described in the letter of transmittal, you must ensure that the exchange agent receives the notice of guaranteed delivery before 5:00 p.m., New York City time, on the applicable expiration date. Upon request to the exchange agent, the exchange agent will send you a notice of guaranteed delivery if you wish to tender your outstanding old notes using the guaranteed delivery procedures described above.

## **Withdrawal of Tenders**

Except as otherwise provided in this prospectus, you may withdraw your tender at any time before 5:00 p.m., New York City time, on the expiration date unless we have previously accepted your outstanding old notes for exchange. For a withdrawal to be effective:

the exchange agent must receive a written notice of withdrawal at one of the addresses listed above under Prospectus Summary – The Exchange Agent ; or

the withdrawing holder must comply with the appropriate procedures of the DTC's automated tender offer program.

Any notice of withdrawal must:

specify the name of the person who tendered the outstanding old notes to be withdrawn;

identify the outstanding old notes to be withdrawn, including the registration number or numbers and the principal amount of the outstanding old notes;

be signed by the person who tendered the outstanding old notes in the same manner as the original signature on the letter of transmittal used to deposit those outstanding old notes or be accompanied by documents of transfer sufficient to permit the trustee for the outstanding old notes to register the transfer in the name of the depositor withdrawing the tender; and



specify the name in which the outstanding old notes are to be registered, if different from that of the depositor.

If outstanding old notes have been tendered under the procedure for book-entry transfer described above, any notice of withdrawal must specify the name and number of the account at the DTC to be credited with the withdrawn outstanding old notes and otherwise comply with the procedures of the DTC.

We will determine, in our sole discretion, all questions as to the validity, form, eligibility and time of receipt of notice of withdrawal. Our determination shall be final and binding on all parties. We will deem any outstanding old notes so withdrawn not to have been validly tendered for exchange for purposes of the exchange offer.

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Any outstanding old notes that have been tendered for exchange but that are not exchanged for any reason will be returned to their holder without cost to the holder or, in the case of outstanding old notes tendered by book-entry transfer into the exchange agent's account at the DTC according to the procedures described above, the outstanding old notes will be credited to an account maintained with the DTC for the outstanding old notes. This return or crediting will take place as soon as practicable after withdrawal, rejection of tender or termination of the exchange offer. At any time on or before 5:00 p.m., New York City time, on the expiration date, you may re-tender properly withdrawn outstanding old notes by following one of the procedures described under "Procedures for Tendering" above.

## **Fees and Expenses**

We will bear the expenses of soliciting tenders. The principal solicitation is being made by mail, but we may make additional solicitation by telephone, electronically or in person by our officers and regular employees and those of our affiliates.

We have not retained any dealer-manager in connection with the exchange offer and will not make any payments to broker-dealers or others soliciting acceptances of the exchange offer. We will, however, pay the exchange agent reasonable and customary fees for its services and reimburse it for its related reasonable out-of-pocket expenses. We may also pay brokerage houses and other custodians, nominees and fiduciaries the reasonable out-of-pocket expenses incurred by them in forwarding copies of this prospectus, letters of transmittal and related documents to the beneficial owners of the outstanding old notes and in handling or forwarding tenders for exchange.

We will pay the cash expenses to be incurred in connection with the exchange offer, including:

- SEC registration fees;
- fees and expenses of the exchange agent and trustee;
- accounting and legal fees and printing costs; and
- related fees and expenses.

## **Transfer Taxes**

Except as provided in the immediately following sentence, we will pay all transfer taxes, if any, applicable to the exchange of outstanding old notes under the exchange offer. A tendering holder will be required to pay any transfer taxes, whether imposed on the registered holder or any other person, if:

- certificates representing outstanding old notes for principal amounts not tendered or accepted for exchange are to be delivered to, or are to be issued in the name of, any person other than the registered holder of outstanding old notes tendered;
- tendered outstanding old notes are registered in the name of any person other than the person signing the letter of transmittal; or
- a transfer tax is imposed for any reason other than the exchange of outstanding old notes under the exchange offer.

If satisfactory evidence of payment of any transfer taxes payable by a holder is not submitted with the letter of transmittal, the amount of the transfer taxes will be billed directly to that tendering holder. The exchange agent will

retain possession of new notes with a face amount equal to the amount of transfer taxes due until it receives payment of the taxes.

**Consequences of Failure to Exchange**

If you do not exchange your outstanding old notes for new notes in the exchange offer, your outstanding old notes will remain subject to the existing restrictions on transfer. In general, you may not offer or sell the outstanding old notes unless they are registered under the Securities Act or the offer or sale is exempt from

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registration under the Securities Act and applicable state securities laws. Except as required by the registration rights agreement, we do not intend to register resales of the outstanding old notes under the Securities Act. Completion of the exchange offer will fulfill substantially all our registration obligations with respect to the outstanding old notes under the registration rights agreement. Based on interpretations of the SEC staff, you may offer for resale, resell or otherwise transfer new notes issued in the exchange offer without compliance with the registration and prospectus delivery provisions of the Securities Act if:

you are not our affiliate within the meaning of Rule 405 under the Securities Act, or an affiliate of a subsidiary guarantor;

you acquired the new notes in the ordinary course of your business; and

you have no arrangement or understanding with respect to the distribution of the new notes to be acquired in the exchange offer.

**Accounting Treatment**

We will not recognize a gain or loss for accounting purposes as a result of the completion of the exchange offer. We will amortize expenses of the exchange offer over the term of the new notes under accounting principles generally accepted in the United States of America.

**Other**

Participation in the exchange offer is voluntary, and you should carefully consider whether to accept. You are urged to consult your financial and tax advisors in making your decision on what action to take. In the future, we may seek to acquire untendered outstanding old notes in open market or privately negotiated transactions, through subsequent exchange offers or otherwise. We have no present plan to acquire any outstanding old notes that are not tendered in the exchange offer or to file a registration statement to permit resales of any untendered outstanding old notes, except as required by the registration rights agreement.

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**DESCRIPTION OF THE NEW NOTES**

You can find the definitions of certain terms used in this description under the subheading **Certain Definitions**. In this description, (i) the words **U.S. Concrete**, **we**, **our** and **us** refer only to U.S. Concrete, Inc. and not to any of its subsidiaries and (ii) except as otherwise specified, the term **notes** means the new notes offered by this prospectus together with any outstanding old notes that are not validly tendered and exchanged in the exchange offer and all notes issued in 2004. All such notes will vote together as a single class for all purposes under the indenture.

**General**

The form and the term of the new notes are the same as the form and term of the outstanding old notes they will replace, except that:

the new notes are being issued in a transaction that has been registered under the Securities Act;

the new notes will not bear legends restricting transfer; and

holders of the new notes will not be entitled to some rights under the registration rights agreement, including our payment of special interest for failure to meet specified deadlines that will terminate when the exchange offer is consummated.

The new notes will be issued under the same indenture as the outstanding old notes and the existing senior secured registered notes. The indenture was entered into on March 31, 2004 among U.S. Concrete, the Subsidiary Guarantors and Wells Fargo Bank, National Association, as trustee (the Trustee). The indenture is subject to and governed by the Trust Indenture Act of 1939, as amended, and the terms of the new notes include those stated in the indenture and those made part of the indenture by reference to the Trust Indenture Act.

We urge you to read the indenture because it, and not this description, defines your rights as a holder of the notes. Because this description is a summary, it may not contain all the information that is important to you. A copy of the indenture is available through the SEC's EDGAR filing system or upon request to us at the address indicated under **Where You Can Find More Information**.

**Principal, Maturity and Interest**

The new notes will be issued solely in exchange for an equal principal amount of outstanding old notes. As of the date of this prospectus, \$85.0 million aggregate amount of old notes are outstanding. Subject to compliance with the limitations described under **Certain Covenants - Limitation on Debt**, we can issue an unlimited principal amount of additional notes at later dates under the same indenture (the **Additional Notes**). We can issue the Additional Notes as part of the same series or as an additional series. Any Additional Notes that we issue in the future will be identical in all respects to the new notes and the other notes that are outstanding, except that notes issued in the future will have different issuance dates and may have different issuance prices. We will issue notes only in fully registered form without coupons, in denominations of \$1,000 and integral multiples of \$1,000.

The notes will mature on April 1, 2014.

Interest on the new notes will accrue at a rate of 83/8% per annum and will be payable semi-annually in arrears on April 1 and October 1, commencing on April 1, 2007. We will pay interest to those persons who were holders of

record on the March 15 or September 15 immediately preceding each interest payment date.

Interest on the new notes will accrue from the date of original issuance or, if interest has already been paid, from the date it was most recently paid. Interest will be computed on the basis of a 360-day year comprised of twelve 30-day months.

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**Ranking and Subordination**

The new notes will be:

senior subordinated, unsecured obligations of U.S. Concrete;

guaranteed on a senior subordinated, unsecured basis by the Subsidiary Guarantors;

subordinate in right of payment to all existing and future Senior Debt of U.S. Concrete and the Subsidiary Guarantors;

equal in right of payment ( *pari passu* ) with all existing and future Senior Subordinated Debt of U.S. Concrete and the Subsidiary Guarantors, including our outstanding 83/8% senior subordinated notes due 2014; and

senior in right of payment to all existing and future Subordinated Obligations of U.S. Concrete and the Subsidiary Guarantors.

The payment of principal of, premium, if any, interest on, and all other amounts payable in respect of, the new notes, and payment under any Subsidiary Guarantee, will be subordinated in right of payment to the payment when due in cash of all Senior Debt of U.S. Concrete or the relevant Subsidiary Guarantor, as the case may be. As a result of this subordination, holders of Senior Debt will be entitled, in any of the following situations, to receive full payment in cash on all obligations owed to them before any kind of payment (other than in certain events, payment on Permitted Junior Securities) can be made to holders of the new notes:

liquidation, dissolution or winding up of U.S. Concrete or the relevant Subsidiary Guarantor;

bankruptcy, reorganization, receivership or similar proceedings of or with respect to U.S. Concrete or the relevant Subsidiary Guarantor;

an assignment for the benefit of U.S. Concrete or the relevant Subsidiary Guarantor's creditors; or

any marshaling of U.S. Concrete or the relevant Subsidiary Guarantor's assets and liabilities.

As of September 30, 2006, we and the Subsidiary Guarantors had \$9.3 million Senior Debt outstanding (excluding unused commitments made by lenders, intercompany debt and outstanding letters of credit) and \$283.6 million of Senior Subordinated Debt outstanding represented by the notes.

We conduct our operations through our subsidiaries. Therefore, our ability to service our debt, including the notes, will depend on the cash flows of our subsidiaries and, to the extent they are not Subsidiary Guarantors, their ability to distribute those cash flows as dividends, loans or other payments to us. Certain laws restrict the ability of our subsidiaries to pay us dividends or make loans and advances to us. If these restrictions are applied to subsidiaries that are not Subsidiary Guarantors, then we would not be able to use the cash flows of those subsidiaries to make payments on the notes. Furthermore, under certain circumstances, bankruptcy fraudulent conveyance laws or other similar laws could cause the obligations under the Subsidiary Guarantees to be subordinated to claims to which they are not otherwise contractually subordinated. If this were to occur, we would also be unable to use the cash flows of these Subsidiary Guarantors to the extent they face restrictions on distributing funds to us. Any of the situations described above could make it impossible or more difficult for us to service our debt.

In addition, we only have a stockholder's claim in the assets of our subsidiaries. This stockholder's claim is junior to the claims that creditors of our subsidiaries have against those subsidiaries. Holders of the notes will only be creditors of U.S. Concrete and those subsidiaries of ours that are Subsidiary Guarantors. In the case of subsidiaries of ours that are not Subsidiary Guarantors, all the existing and future liabilities of those subsidiaries, including any claims of trade creditors and preferred stockholders, will be effectively senior to the new notes.

As of September 30, 2006, the approximate total balance sheet liabilities of U.S. Concrete and the Subsidiary Guarantors was \$477 million, and all other subsidiaries (excluding the liabilities of their respective subsidiaries that are Subsidiary Guarantors) would have had no balance sheet liabilities.



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The Subsidiary Guarantors and our other subsidiaries have other liabilities, including contingent liabilities, that may be significant. The indenture contains limitations on the amount of additional Debt that we and the Restricted Subsidiaries may Incur. However, the amounts of such Debt could nevertheless be substantial and may be Incurred either by Subsidiary Guarantors or by our other subsidiaries.

The new notes and the Subsidiary Guarantees are unsecured obligations of U.S. Concrete and the Subsidiary Guarantors, respectively. Secured Debt of U.S. Concrete and the Subsidiary Guarantors, including their respective obligations under the New Credit Facility, will be effectively senior to the notes and the Subsidiary Guarantees to the extent of the value of the assets securing such Debt, as well as by virtue of its ranking in the case of Debt that constitutes Senior Debt.

We may not pay principal of, or premium, if any, interest on, or any other amounts payable in respect of, the notes, or make any deposit in respect of the notes pursuant to the provisions described under Defeasance, and may not repurchase, redeem or otherwise retire any notes (collectively, pay the notes ), if:

(a) any principal, premium, interest or any other amount payable in respect of any Senior Debt is not paid within any applicable grace period (including at maturity); or

(b) any other default on Senior Debt occurs and the maturity of such Senior Debt is accelerated in accordance with its terms, unless, in either case,

(1) the default has been cured or waived and any such acceleration has been rescinded; or

(2) such Senior Debt has been paid in full in cash;

*provided, however*, that we may pay the notes without regard to the foregoing if we and the trustee receive written notice approving such payment from the Representative of such issue of Senior Debt.

During the continuance of any default (other than a default described in clause (a) or (b) above) with respect to any Designated Senior Debt pursuant to which the maturity thereof may be accelerated immediately without further notice (except any notice required to effect the acceleration) or the expiration of any applicable grace period, we may not pay the notes for a period (a Payment Blockage Period ) commencing upon the receipt by us and the trustee of written notice of such default from the Representative of the holders of such Designated Senior Debt specifying an election to effect a Payment Blockage Period (a Payment Blockage Notice ) and ending 179 days thereafter, unless such Payment Blockage Period is earlier terminated by written notice to the trustee and us from the Representative that gave such Payment Blockage Notice:

(a) because such default is no longer continuing; or

(b) because such Designated Senior Debt has been repaid in full in cash.

Unless the holders of such Designated Senior Debt or the Representative of such holders have accelerated the maturity of such Designated Senior Debt and not rescinded such acceleration, we may (unless otherwise prohibited as described in the first sentence of this paragraph) resume payments on the notes after the end of such Payment Blockage Period; *provided* that if any Payment Blockage Notice is delivered to the trustee by or on behalf of the holders of Designated Senior Debt (other than the holders of indebtedness under the New Credit Facility), a Representative of holders of Indebtedness under the New Credit Facility may give another Payment Blockage Notice within such period.

Not more than one Payment Blockage Notice with respect to all issues of Designated Senior Debt may be given in any consecutive 360-day period, irrespective of the number of defaults with respect to one or more issues of Designated Senior Debt during such period.

If we make any payment or distribution of our assets upon a total or partial liquidation, dissolution or winding up of U.S. Concrete or in a bankruptcy, reorganization, insolvency, receivership or similar proceeding relating to us or our Property or upon an assignment for the benefit of creditors or marshalling of assets and liabilities:

(a) the holders of Senior Debt will be entitled to receive payment in full in cash before the holders of the notes are entitled to receive any payment of principal of, or interest on, or any other amount

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payable to Holders in respect of the notes, except that holders of notes may receive and retain Permitted Junior Securities; and

(b) until the Senior Debt is paid in full in cash, any distribution to which holders of the notes would be entitled but for the subordination provisions of the indenture will be made to holders of the Senior Debt.

If a payment or distribution is made to holders of notes or the trustee for the benefit of the holders of notes that, due to the subordination provisions, should not have been made to them, such holders or the trustee will be required to hold it in trust for the holders of Senior Debt and pay it over to them as their interests may appear.

If payment of the notes is accelerated when any Designated Senior Debt is outstanding, we may not pay the notes until three business days after the Representatives of all issues of Designated Senior Debt receive notice of such acceleration and, thereafter, may pay the notes only if the indenture otherwise permits payment at that time.

The Subsidiary Guarantee of each Subsidiary Guarantor will be subordinated to Senior Debt of such Subsidiary Guarantor to the same extent and in the same manner as the notes are subordinated to Senior Debt of U.S. Concrete.

Because of the indenture's subordination provisions, holders of Senior Debt of U.S. Concrete or the Subsidiary Guarantors may recover disproportionately more than the holders of the notes recover in a bankruptcy or similar proceeding relating to U.S. Concrete or a Subsidiary Guarantor. In such a case, there may be insufficient assets, or no assets, remaining