Concrete XXXVI Acquisition, Inc.
Form S-4/A
June 19, 2014
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As filed with the Securities and Exchange Commission on June 19, 2014

Registration No. 333-196133

UNITED STATES

SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

AMENDMENT NO. 1

TO

FORM S-4

REGISTRATION STATEMENT

UNDER

THE SECURITIES ACT OF 1933

U.S. CONCRETE, INC.

and the Guarantors listed on Schedule A hereto

(Exact name of Registrant as Specified in Its Charter)

Delaware	3272	76-0586680
(State or Other Jurisdiction of Incorporation or Organization)	(Primary Standard Industrial Classification Code Number)	(I.R.S. Employer Identification Number)

331 North Main Street

Euless, Texas 76039

(817) 835-4105

(Address, Including Zip Code, and Telephone Number, Including Area Code, of Registrant s Principal Executive Offices)

Paul M. Jolas, Esq.

U.S. Concrete, Inc.

331 North Main Street

Euless, Texas 76039

(817) 835-4105

(Name, Address, Including Zip Code, and Telephone Number, Including Area Code, of Agent for Service)

With a Copy to:

Kerry E. Berchem, Esq.

Garrett A. DeVries, Esq.

Akin Gump Strauss Hauer & Feld LLP

One Bryant Park

New York, NY 10036

(212) 872-1095

Approximate date of commencement of proposed sale to the public:

As soon as practicable on or after the effective date 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, please 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. ¨

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

Large accelerated filer ¨	Accelerated filer x
Non-accelerated filer ¨ (Do not check if a smaller reporting company)	Smaller reporting company ¨

If applicable, place an X in the box to designate the appropriate rule provision relied upon in conducting this transaction:

Exchange Act Rule 13e-4(i) (Cross-Border Issue Tender Offer) ¨

Exchange Act Rule 14d-1(d) (Cross-Border Third-Party Tender Offer) ¨

CALCULATION OF REGISTRATION FEE

Title of Each Class of Securities to be Registered	**Amount to be Registered**	**Proposed Maximum Offering Price Per Unit**	**Proposed Maximum Aggregate Offering Price**	**Amount of Registration Fee[(1)]**
	$200,000,000	100.00%	$200,000,000	$25,760

8.500% Senior Secured Notes due 2018		
Guarantees of 8.500% Senior Secured Notes due 2018[2]		None[3]

(1) Calculated pursuant to Rule 457(f)(2) under the Securities Act of 1933, as amended.
(2) The Guarantors listed on Schedule A hereto will guarantee the notes being registered.
(3) Pursuant to Rule 457(n) under the Securities Act of 1933, as amended, no registration fee for the registration of the guarantees is required.

Each registrant hereby amends this registration statement on such date or dates as may be necessary to delay its effective date until the registrant 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 of 1933, as amended, or until this registration statement shall become effective on such date as the Securities and Exchange Commission, acting pursuant to said Section 8(a), may determine.

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SCHEDULE A

Name	State or Other Jurisdiction of Incorporation or Organization	Standard Industrial Classification Code Number	I.R.S. Employer Identification Number
Alberta Investments, Inc.	Texas	3272	75-1941497
Alliance Haulers, Inc.	Texas	3272	75-2683236
American Concrete Products, Inc.	California	3272	94-2623187
Atlas Redi-Mix, LLC	Texas	3272	27-0243123
Atlas-Tuck Concrete, Inc.	Oklahoma	3272	73-0741542
Beall Concrete Enterprises, LLC	Texas	3272	76-0643536
Beall Industries, Inc.	Texas	3272	75-2052872
Beall Investment Corporation, Inc.	Delaware	3272	51-0399865
Beall Management, Inc.	Texas	3272	75-2879839
Bode Concrete LLC	California	3272	05-0612900
Bode Gravel Co.	California	3272	94-0330590
Breckenridge Ready Mix, Inc.	Texas	3272	75-1172482
Central Concrete Supply Co., Inc.	California	3272	94-1181859
Central Precast Concrete, Inc.	California	3272	94-1459358
Concrete Acquisition IV, LLC	Delaware	3272	27-1015720
Concrete Acquisition V, LLC	Delaware	3272	27-1015777
Concrete Acquisition VI, LLC	Delaware	3272	27-1015840
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
Hamburg Quarry Limited Liability Company	New Jersey	3272	27-0373592
Ingram Concrete, LLC	Texas	3272	83-0486753
Kurtz Gravel Company	Michigan	3272	38-1565952
Local Concrete Supply & Equipment, LLC	Delaware	3272	26-3456597
Master Mix, LLC	Delaware	3272	26-1668532
Master Mix Concrete, LLC	New Jersey	3272	26-3800135
MG, LLC	Maryland	3272	26-2169279
NYC Concrete Materials, LLC	Delaware	3272	76-0630666
Pebble Lane Associates, LLC	Delaware	3272	26-3456520
Redi-Mix Concrete, L.P.	Texas	3272	20-0474765
Redi-Mix GP, LLC	Texas	3272	none
Redi-Mix, LLC	Texas	3272	83-0486751
Riverside Materials, LLC	Delaware	3272	26-2863588
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
Titan Concrete Industries, Inc.	Delaware	3272	76-0616374
USC Atlantic, Inc.	Delaware	3272	20-4166002

USC Management Co., LLC	Delaware	3272	27-1015638
USC Payroll, Inc.	Delaware	3272	76-0630665
USC Technologies, Inc.	Delaware	3272	20-4166055
U.S. Concrete On-Site, Inc.	Delaware	3272	76-0630662
U.S. Concrete Texas Holdings, Inc.	Delaware	3272	20-4166120

The address of each of the additional registrants is c/o U.S. Concrete, Inc., 331 North Main Street, Euless, Texas 76039.

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The information in this prospectus is not complete and may be changed. We may not exchange 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 is not soliciting an offer to buy these securities in any state where the offer or sale is not permitted.

SUBJECT TO COMPLETION, DATED JUNE 19, 2014

PRELIMINARY PROSPECTUS

U.S. Concrete, Inc.

Offer to Exchange

up to $200,000,000 of

outstanding 8.500% Senior Secured Notes due 2018

for

up to $200,000,000 of

8.500% Senior Secured Notes due 2018

that have been registered

under the Securities Act of 1933, as amended

The exchange offer will expire at 5:00 p.m., New York City Time, on , 2014, unless we extend the exchange offer. We do not currently intend to extend the exchange offer.

We are offering to exchange up to $200,000,000 aggregate principal amount of our new 8.500% Senior Secured Notes due 2018 (the Exchange Notes), which have been registered under the Securities Act of 1933, as amended (the Securities Act), for an equal principal amount of our outstanding 8.500% Senior Secured Notes due 2018 (the Initial Notes), issued in a private offering on November 22, 2013. We refer to the Exchange Notes and the Initial Notes collectively as the Notes.

The Initial Notes are, and the Exchange Notes will be, jointly and severally and fully and unconditionally guaranteed on a senior secured basis by our existing and future restricted subsidiaries that guarantee obligations under our senior secured asset-based revolving credit facility or that guarantee certain of our other indebtedness or certain indebtedness

of our restricted subsidiaries, subject to customary release.

We will exchange all Initial Notes that are validly tendered and not validly withdrawn prior to the closing of the exchange offer for an equal principal amount of the Exchange Notes that have been registered.

You may withdraw tenders of the Initial Notes at any time prior to the expiration of the exchange offer.

The terms of the Exchange Notes to be issued are identical in all material respects to the terms of the Initial Notes, except the Exchange Notes will not contain transfer restrictions, registration rights, or provisions for additional interest.

The Exchange Notes, together with any Initial Notes not exchanged in the exchange offer, will constitute a single class of debt securities under the indenture governing the Notes (the Indenture).

The exchange of the Initial Notes will not be a taxable exchange for United States federal income tax purposes.

We will not receive any proceeds from the exchange offer.

No public market exists for the Initial Notes. We do not intend to list the Exchange Notes on any securities exchange and, therefore, no active public market is anticipated.

See Risk Factors beginning on page 15 for a discussion of factors that you should consider before tendering your Initial Notes.

Each broker-dealer that receives any Exchange Notes for its own account pursuant to the exchange offer must acknowledge that it will deliver a prospectus in connection with any resale of such Exchange Notes. The related letter of transmittal 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. 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 the Exchange Notes received in exchange for the Initial Notes where such Initial Notes were acquired by such broker-dealer as a result of market-making activities or other trading activities. We have agreed that, for a period of 180 days after the completion of the exchange offer (or until all participating broker-dealers have sold all of their Exchange Notes and the exchange offer has been completed), we will make this prospectus available to any broker-dealer for use in connection with any such resale. See Plan of Distribution.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or passed upon the adequacy or accuracy of this prospectus. Any representation to the contrary is a criminal offense.

The date of this prospectus is , 2014.

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This prospectus is part of a registration statement we filed with the Securities and Exchange Commission. In making your investment decision, you should rely only on the information contained or incorporated by reference into this prospectus and in the accompanying letter of transmittal. We have not authorized anyone to provide you with any other information. We are not making an offer to sell these securities or soliciting an offer to buy these securities in any jurisdiction where an offer or solicitation is not authorized or in which the person making that offer or solicitation is not qualified to do so or to anyone whom it is unlawful to make an offer or solicitation. You should not assume that the information contained in this prospectus, as well as the information we previously filed with the Securities and Exchange Commission that is incorporated by reference herein, is accurate as of any date other than its respective date.

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This prospectus incorporates by reference important business and financial information about us that is not included or delivered with this prospectus. Copies of this information are available without charge to any person to whom this prospectus is delivered, upon written or oral request. Written requests should be directed to U.S. Concrete, Inc., Attention: Investor Relations, 331 North Main Street, Euless, Texas 76039 or by phone by calling (817) 835-4105.

In order to ensure timely delivery of the documents, you must make your requests to us no later than , 2014 (which is five business days prior to the expiration of the exchange offer, unless we extend the exchange offer). In the event that we extend the exchange offer, you must submit your request at least five business days before the expiration date of the exchange offer, as extended.

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WHERE YOU CAN FIND MORE INFORMATION

We currently file periodic reports and other information under the Securities Exchange Act of 1934, as amended, or the Exchange Act. Our SEC filings are available to the public over the Internet at the SEC s website at www.sec.gov. You may also read and copy any document we file with the SEC at the SEC s public reference room located at 100 F Street, N.E., Washington D.C. 20549. Please call the SEC at 1-800-SEC-0330 for further information on the public reference room and copy charges. Also, using our website, http:// www.us-concrete.com, you can access electronic copies of documents we file with the SEC, including our Annual Reports on Form 10-K, Quarterly Reports on Form 10-Q and Current Reports on Form 8-K and any amendments to those reports. Information on our website is not incorporated by reference into this prospectus. You may also request a copy of those filings, excluding exhibits, at no cost by writing to U.S. Concrete, Inc., Attention: Investor Relations, 331 North Main Street, Euless, Texas 76039 or by phone by calling (817) 835-4100.

INFORMATION INCORPORATED BY REFERENCE

The SEC allows us to incorporate by reference into this prospectus the information we provide in other documents filed by us with the SEC. The information incorporated by reference is an important part of this prospectus. Any statement contained in a document that is incorporated by reference into this prospectus is automatically updated and superseded if information contained in this prospectus, or information that we later file with the SEC, modifies and replaces this information. We incorporate by reference the following documents that we have filed with the SEC:

- our Annual Report on Form 10-K for the year ended December 31, 2013 filed with the SEC on March 7, 2014, including the portions of our Definitive Proxy Statement on Schedule 14A filed on March 28, 2014 and incorporated therein by reference;

- our Quarterly Report on Form 10-Q for the quarterly period ended March 31, 2014 filed with the SEC on May 9, 2014; and

- our Current Reports on Form 8-K filed with the SEC on May 16, 2014 and May 22, 2014.

We are also incorporating by reference additional documents that we file with the SEC pursuant to Sections 13(a), 13(c), 14 or 15(d) of the Exchange Act on or after the date of this prospectus through the termination of the offering of the securities offered by this prospectus including any applicable documents we file after the initial date of the registration statement and prior to effectiveness. We are not, however, incorporating by reference any documents or portions thereof, that are not deemed filed with the SEC or any information furnished pursuant to Items 2.02 or 7.01 of Form 8-K or the exhibits relating to such items and furnished pursuant to Item 9.01 of Form 8-K.

You may request a copy of this prospectus or any of the incorporated documents (excluding exhibits, unless the exhibits are specifically incorporated) at no charge to you by writing to U.S. Concrete, Inc., Attention: Investor Relations, 331 North Main Street, Euless, Texas 76039 or by phone by calling (817) 835-4100.

INDUSTRY AND MARKET DATA

We obtained the industry and market data used in, or incorporated by reference into, this prospectus from various third party sources, including periodic industry publications, data compiled by the United States Census Bureau, and

industry reports produced by consultants and trade associations. These third party sources generally include a statement that the information contained therein has been obtained from sources believed to be reliable. However, industry and market data is subject to change and cannot always be verified with certainty due to limits on the availability and reliability of raw data, the voluntary nature of the data gathering process and other limitations and uncertainties inherent in any statistical survey. We have not independently verified any of the data from third-party sources nor have we ascertained the underlying economic assumptions relied upon therein.

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As a result, you should be aware that industry, market and other similar data set forth herein, and estimates and beliefs based on such data, might not be accurate.

CAUTIONARY STATEMENT CONCERNING FORWARD-LOOKING STATEMENTS

Certain statements and information in this prospectus may constitute forward-looking statements. These forward-looking statements include, without limitation, statements concerning plans, objectives, goals, projections, strategies, future events or performance, and underlying assumptions and other statements, which are not statements of historical facts. In some cases, you can identify forward-looking statements by terminology such as may, will, should, expect, plan, anticipate, believe, estimate, predict, potential or continue, the negative of such comparable terminology. These forward-looking statements are based on our current expectations and beliefs concerning future developments and their potential effect on us. While management believes that these forward-looking statements are reasonable as and when made, there can be no assurance that future developments affecting us will be those that we anticipate. All comments concerning our expectations for future revenues and operating results are based on our forecasts for our existing operations and do not include the potential impact of any future acquisitions. Our forward-looking statements involve significant risks and uncertainties (some of which are beyond our control) and assumptions that could cause actual results to differ materially from our historical experience and our present expectations or projections.

Important factors that could cause actual results to differ materially from those in the forward-looking statements include, but are not limited to, those summarized below:

- general economic and business conditions, which will, among other things, affect demand for new residential and commercial construction;
- our ability to successfully identify, manage, and integrate acquisitions;
- the cyclical nature of, and changes in, the real estate and construction markets, including pricing changes by our competitors;
- governmental requirements and initiatives, including those related to mortgage lending or mortgage financing, funding for public or infrastructure construction, land usage, and environmental, health, and safety matters;
- disruptions, uncertainties or volatility in the credit markets that may limit our, our suppliers and our customers access to capital;
- our ability to successfully implement our operating strategy;
- weather conditions;

our substantial indebtedness and the restrictions imposed on us by the terms of our indebtedness;

our ability to maintain favorable relationships with third parties who supply us with equipment and essential supplies;

our ability to retain key personnel and maintain satisfactory labor relations; and

product liability, property damage, and other claims and insurance coverage issues.

Known material factors that could cause our actual results to differ from those in the forward-looking statements are those described in Risk Factors .

Readers are cautioned not to place undue reliance on forward-looking statements, which speak only as of the date hereof. We undertake no obligation to publicly update or revise any forward-looking statements after the date they are made, whether as a result of new information, future events or otherwise, except as required by federal securities laws.

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SUMMARY

This summary highlights selected information contained elsewhere in this prospectus about us and the exchange offer. This summary does not contain all the information that is important to you. You should read the entire prospectus carefully, including the Risk Factors, as well as the financial statements and related notes thereto incorporated by reference into this prospectus. Unless the context otherwise requires or indicates, all references to U.S. Concrete, USCR, the Company, we, our and us refer to U.S. Concrete, Inc., a Delaware corporation, and its subsidiaries.

Our Company

We are a leading producer of ready-mixed concrete in select geographic markets in the United States. We operate our business through two primary segments: ready-mixed concrete and aggregate products. Ready-mixed concrete is an important building material that is used in the vast majority of commercial, residential and public works construction projects. Aggregates are a raw material used in the production of ready-mixed concrete.

We serve substantially all segments of the construction industry in our select geographic markets. Our customers include contractors for commercial and industrial, residential, street and highway and other public works construction. Concrete product revenue by type of construction activity for the year ended December 31, 2013 was approximately 64% commercial and industrial, 20% residential and 16% street, highway and other public works.

We operate principally in Texas, California and New Jersey/New York, with those markets representing approximately 40%, 35%, and 18%, respectively, of our consolidated revenue for the year ended December 31, 2013. We believe we are well positioned for strong growth in these attractive regions and segments. According to publicly available industry information, the states in which we operate represent a total of 33% of the 2013 consumption of ready-mixed concrete in the United States, which favorably positions us to capture additional market share in this fragmented industry. Total revenue from continuing operations for the year ended December 31, 2013 was $615.0 million, of which we derived approximately 88.7% from our ready-mixed concrete segment, 3.5% from our aggregate products segment (excluding $16.5 million sold internally) and 7.8% from our other operations. For the year ended December 31, 2013, our net loss was $20.1 million and our net loss from continuing operations was $18.4 million.

As of March 31, 2014, we had 112 ready-mixed concrete plants, 970 operated mixer trucks, eight aggregates facilities and one recycled aggregates facility. During the year ended December 31, 2013, our plants and facilities produced approximately 5.2 million cubic yards of ready-mixed concrete and 3.6 million tons of aggregates. We lease two other aggregates facilities to third parties and retain a royalty on production from those facilities.

Our Business

Our ready-mixed concrete segment engages principally in the formulation, preparation and delivery of ready-mixed concrete to our customers job sites. We provide our ready-mixed concrete from our operations in north and west Texas, northern California, New Jersey, New York, Washington, D.C. and Oklahoma. Ready-mixed concrete is a highly versatile construction material that results from combining coarse and fine aggregates, such as gravel, crushed stone and sand, with water, various chemical admixtures and cement. 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. We generally do not provide paving or other finishing services, which construction contractors or subcontractors typically perform.

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Our ready-mixed concrete products consist of proportioned mixes we produce and deliver in an unhardened plastic state for placement and shaping into designed forms at the job site. Selecting the optimum mix for a job entails determining not only the ingredients that will produce the desired permeability, strength, appearance and other properties of the concrete after it has hardened and cured, but also the ingredients necessary to achieve a workable consistency considering the weather and other conditions at the job site. We believe we can achieve product differentiation for the mixes we offer because of the variety of mixes we can produce, our volume production capacity and our scheduling, delivery and placement reliability. Additionally, we believe our environmentally friendly concrete (EF Technology) initiative, which utilizes alternative materials and mix designs that result in lower carbon dioxide, or CO2 emissions, helps differentiate us from our competitors. We also believe we distinguish ourselves with our value-added service approach that emphasizes reducing our customers overall construction costs by reducing the in-place cost of concrete and the time required for construction.

Our aggregate products segment produces crushed stone, sand and gravel from seven aggregates facilities located in New Jersey and Texas. We sell these aggregates for use in commercial, industrial and public works projects in the markets they serve, as well as consume them internally in the production of ready-mixed concrete in those markets. We produced approximately 3.6 million tons of aggregates during the year ended December 31, 2013, with Texas representing 53% and New Jersey representing 47% of the total production. We believe our aggregates reserves provide us with additional raw material sourcing flexibility and supply availability. In addition, we own sand pit operations in Michigan and one quarry in west Texas which we lease to third parties and receive a royalty based on the volumes produced and sold during the terms of the leases.

Other products not associated with a reportable segment include our building materials stores, hauling operations, lime slurry, Aridus® rapid-drying concrete technology, brokered product sales, a recycled aggregates operation, and one precast concrete plant.

Competitive Strengths

Large, high quality asset base in attractive markets that are well positioned to benefit from a rebound in construction. Our assets are primarily focused in the Texas / Oklahoma, California and New York / New Jersey / Washington, D.C. markets. Our high quality asset base is comprised of 970 operated mixer trucks in addition to 75 ready-mixed concrete plants and five aggregates facilities in Texas / Oklahoma, 17 ready-mixed concrete plants in California, and 20 ready-mixed concrete plants, three aggregates facilities and one recycled aggregates facility in New York / New Jersey / Washington, D.C. We believe the scale and quality of our asset base, in addition to our product differentiation, on-time deliveries, competitive all-in delivered cost, servicing and reliability differentiate us and allow us to meet the needs of both large and small jobs for a wide range of clients in multiple end-use markets.

Growth in our Texas / Oklahoma markets is largely driven by construction demand in the energy sector; growth in our California market is driven largely by the technology sector; and growth in our New York / New Jersey / Washington, D.C. markets is driven by the financial services and government sectors, respectively. In addition, all of our markets currently exhibit healthy residential trends supported by a number of factors, including population growth, decreases in unemployment, low mortgage and other interest rates, rising home prices and increasing construction activity. We believe that our better-than-average growth is driven by key industry sectors within our markets, which generally benefit from year-round construction.

Favorable exposure to commercial projects with higher margins and barriers to entry. We bid for and routinely win supply contracts for some of the largest, most prestigious commercial projects. Some of the larger commercial projects we have recently worked on include:

The San Francisco Bay Bridge in Oakland, California

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Lyndon B. Johnson Expressway in Dallas / Fort Worth, Texas

World Trade Center Complex in Manhattan, New York

San Jose Airport Parking Garage in San Jose, California

San Francisco 49er Stadium in San Francisco, California

These types of projects have higher margins and barriers to entry due to rigorous specifications, increased complexity, high customization requirements and significant volume capacity needs.

We provide alternative solutions for designers and contractors by offering value-added concrete products such as color-conditioned, fiber-reinforced, steel-reinforced and high-performance concrete. We believe this enhances our ability to become exposed to, and win supply contracts for, some of the largest commercial projects that have high barriers to entry.

Long-term customer relationships. Our management and sales personnel develop and maintain successful long-term relationships with our key customers. Customer concentration in our key markets allows us to better serve our new and existing customers with expedited delivery and lower transportation costs and scale efficiencies. Key elements of our customer-focused approach include:

corporate-level marketing and sales expertise;

technical service expertise to develop innovative new branded products; and

training programs that emphasize successful marketing and sales techniques that focus on the sale of high-margin concrete mix designs.

The average length of our top 15 customer relationships is approximately 19 years. Approximately 86% of our top 35 customers have relationships that extend past five years with many customer relationships surpassing 20 years of loyalty. Our customer engagement model results in contractors returning year-after-year to us as a supplier they can trust. Despite our concentrated and loyal customer base, in 2013, no single customer or project accounted for more than 10% of our total revenue. Our broad, yet targeted, customer base enables us to develop an efficient, stable business model and tap into the market in a variety of ways. Our 2013 revenue was split between (1) commercial and industrial, (2) residential and (3) street and highway construction contractors and other public works. We believe that by providing high quality, reliable services and customized products and solutions, we are able to continuously maintain important long-term relationships.

Focus on environmental sustainability. We are a leader in the sustainable concrete market, and we expect domestic and global sustainable demand to continue to grow at attractive rates. In 2008, we initiated EF Technology® which promotes green building and construction. Our EF Technology ready-mixed concrete products replace a portion of the traditional cement components with reclaimed fly ash, slag and other materials that results in lower carbon dioxide emissions. We believe this leads to an environmentally superior and sustainable alternative to traditional ready-mixed

concrete for our customers consumption. We believe EF Technology reduces greenhouse gases and landfill space consumption and produces a highly durable product. Customers can also receive Leadership in Energy and Environmental Design, or LEED, credits for the use of this technology.

We believe our use of technology creates a competitive advantage over smaller concrete producers and larger vertically integrated aggregates and cement companies that do not focus on this as a first solution. We are positioned to take advantage of the growing demand for these products which could result in an increase in our revenue and profits and expansion of our operating margins, as these higher-priced value-added products are a lower cost alternative to cement. Today, we are a charter member of the Carbon Leadership Forum and the first ready-mixed concrete company in North America to adopt and receive verified Environmental Product

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Declarations for our concrete mixes, and we employ extensive sustainable operational practices across our enterprise. We are also a supporter of the National Ready Mixed Concrete Association (NRMCA) Green-Star program, a plant-specific certification program that utilizes an environmental management system based on a model of continual improvement.

Conservative balance sheet and ample liquidity. Since 2010, we have refocused our financial objectives and have successfully improved our financial performance. We have hired a new management team with extensive experience in the industry and formed a new board of directors. Our management team has focused on reducing our cost structure while expanding our existing and acquired businesses in our core operating regions to drive strong performance. As a result, since 2010, we have grown revenue, improved profit margins and increased liquidity. In addition to cash proceeds received from our recently completed offering of the Initial Notes, we benefit from significant liquidity through our senior secured asset based revolving credit facility (the Revolving Facility) and cash flow from operations. We believe our conservative balance sheet and liquidity, enhanced by the proceeds from our recent offering of $200.0 million aggregate principal amount of the Initial Notes, will allow us to take advantage of strategic opportunities as well as provide ample cushion against general downturns in economic activity.

Experienced management team. Our senior management team consists of nine executives with an average of 23 years of industry experience and is comprised of individuals with a proven track record in the construction materials industry. Our Chief Executive Officer, William J. Sandbrook, has approximately 21 years of experience in the construction materials industry. Our management team s deep market knowledge enables us to effectively assess potential new opportunities in order to solidify our leading market presence. We will continue to focus on recruiting and retaining motivated and knowledgeable professional managers to continue to develop our business and maintain our leading market position.

Company Strategy

Focus on core operations. We believe our recent, improved financial performance, and the best opportunities for future growth, lie within our core ready-mixed concrete and aggregates businesses. We routinely evaluate our existing assets and business units to ensure we continue to maintain a best-in-class operation. During 2012, we divested the majority of our precast businesses to focus on ready-mixed concrete and aggregates and subsequently realigned our existing business units to better serve our end-user markets and customers. We will continue to invest in our business, both in physical plants and new technologies, and we will continue to evaluate both organic and strategic acquisition opportunities. We believe our focus on optimizing the performance of our ready-mixed concrete segment will continue to differentiate us from our larger, integrated competitors that focus principally on their aggregates or cement segments and treat ready-mixed concrete operations as a downstream outlet for their aggregates or cement products.

Pursue growth. In addition to our general organic growth initiative, we continuously evaluate both acquisition and partnership opportunities. We are focused on both strengthening our positions in existing markets as well as identifying attractive new markets. All of our acquisitions must meet our strict criteria, including fit with our strategic plan, investment return hurdles, capital requirements and attractive market attributes. In our existing markets, we recently completed several acquisitions: Granite/Scara Mix in Staten Island, New York; Colorado River Concrete in west Texas; Bode Companies in San Francisco, California and Bodin Concrete in Dallas, Texas. These acquisitions have allowed us to enhance market share and leverage existing operations and infrastructure. We believe our significant experience, positive reputation and strong management team will allow us to continue our successful track record of identifying opportunities, integrating acquisitions, realizing synergies and enhancing asset value and cash flow.

Manage costs. We are consistently seeking opportunities to reduce costs and to improve margins through our sharp focus on existing operations and new technologies. Additionally, our regional acquisitions allow for

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synergies such as selling, general, and administrative (SG&A) reductions, economies of scale, variable labor savings, and purchasing power. We believe by aggressively managing our cost structure we can best serve our clients with better pricing and continued best-in-class execution.

Our Competitors

The ready-mixed concrete industry is highly competitive. Our leadership position in a market depends largely on the location and operating costs of our plants and prevailing prices in that market. Price is the primary competitive factor among suppliers for small or less complex jobs, such as residential construction. However, the ability to meet demanding specifications for strength or sustainability, timeliness of delivery and consistency of quality and service, in addition to price, are the principal competitive factors among suppliers for large or complex jobs. Our competitors range from small, owner-operated private companies to subsidiaries of operating units of large, vertically integrated manufacturers of cement and aggregates. Our vertically integrated competitors generally have greater 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 may be able to invest more in new mixer trucks, ready-mixed concrete plants and other production equipment or pay for acquisitions which could provide them a competitive advantage over us.

We continue to focus on developing new competitive advantages that will differentiate us from our competitors, such as our high-performing, low-CO2 concrete, Aridus rapid-drying concrete technology and EF Technology ready-mixed concrete products. For example, Central Concrete Supply Co., Inc. (Central Concrete), one of our subsidiaries, differentiated itself from its competitors to supply its high-performing, low-CO2 concrete for the new SF Public Utilities Commission (SFPUC) headquarters. During the redesign phase, SFPUC invited Central Concrete to suggest solutions for SFPUC s goal to use a set of concrete mixes that delivered up to 70% cement replacement materials, with no compromises on cost, finish or cure time for the mat foundation, slabs, columns and cores. SFPUC selected Central Concrete for the job in an open bidding process because its six different mixes met SFPUC s demanding specifications by significantly cutting the cement content while delivering a net savings for SFPUC of 7.4 million pounds in CO2 emissions from embodied carbon, nearly 50% better than traditional concrete mixes.

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Organizational Structure

Maintaining multiple brands strengthens our regional positions as we can service both new and established customers. The simplified organizational chart below illustrates our operating companies in our key regions. All of subsidiaries of the Company guarantee the Initial Notes and the Revolving Facility, and upon the issuance of the Exchange Notes, all of the subsidiaries of the Company will guarantee the Exchange Notes.

Corporate Information

We were incorporated under the laws of the State of Delaware in 1997. We conduct our operations through, and our operating assets are owned by, our subsidiaries. Our principal offices are located at 331 North Main Street, Euless, Texas, 76039, and our telephone number is (817) 835-4105. Our website is www.us-concrete.com. Information contained on our website does not constitute a part of this prospectus.

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Summary of the Terms of the Exchange Offer

The summary below includes a description of the principal terms of the exchange offer. Certain of the terms and conditions described below are subject to important limitations and exceptions. Additional information regarding the terms and conditions of the exchange offer and the Exchange Notes can be found under the headings The Exchange Offer and Description of the Exchange Notes.

The Initial Notes	On November 22, 2013, we issued $200.0 million in aggregate principal amount of 8.500% Senior Secured Notes due 2018 to qualified institutional buyers pursuant to Rule 144A under the Securities Act and to certain non-U.S. persons in accordance with Regulation S under the Securities Act under an indenture among us, our subsidiary guarantors and U.S. Bank National Association, as the trustee.
The Exchange Offer	We are offering to exchange up to $200.0 million aggregate principal amount of our 8.500% Senior Secured Notes due 2018 that have been registered under the Securities Act for up to $200.0 million aggregate principal amount of Initial Notes. You may exchange your Initial Notes only by following the procedures described elsewhere in this prospectus under the heading The Exchange Offer Procedures for Tendering Initial Notes.
Registration Rights	We issued the Initial Notes in a private offering on November 22, 2013. In connection with such offering, we and our subsidiary guarantors, entered into a registration rights agreement with the initial purchasers of the Initial Notes (the initial purchasers), which agreement provides for, among other things, this exchange offer.
Resale of Exchange Notes	Based upon interpretive letters written by the SEC, we believe that the Exchange Notes issued in the exchange offer may be offered for resale, resold or otherwise transferred by you without compliance with the registration and prospectus delivery provisions of the Securities Act, provided that:
	You are acquiring the Exchange Notes in the ordinary course of your business;
	You are not participating, do not intend to participate, and have no arrangement or understanding with any person to participate, in the distribution of the Exchange Notes; and

You are not our affiliate, as that term is defined for the purposes of Rule 144A under the Securities Act.

If any of the foregoing are not true and you transfer any Exchange Note without registering the Exchange Note and delivering a prospectus meeting the requirements of the Securities Act, or without an exemption from registration of your Exchange Notes from such requirements, you may incur liability under the Securities Act. We do not assume any responsibility for, and will not indemnify you for, any such liability.

Each broker-dealer that receives Exchange Notes for its own account in exchange for Initial Notes that were acquired by such broker-dealer

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	as a result of market-making or other trading activities must acknowledge that it will deliver a prospectus meeting the requirements of the Securities Act in connection with any resale of the Exchange Notes. A broker-dealer may use this prospectus for an offer to resell, a resale or any other retransfer of the Exchange Notes. See Plan of Distribution.
Consequences of Failure to Exchange Initial Notes	Initial Notes that are not tendered or that are tendered but not accepted will, following the completion of the exchange offer, continue to be subject to existing restrictions upon transfer. The trading market for Initial Notes not exchanged in the exchange offer may be significantly more limited than at present. Therefore, if your Initial Notes are not tendered and accepted in the exchange offer, it may become more difficult for you to sell or transfer your Initial Notes. Furthermore, you will no longer be able to compel us to register the Initial Notes under the Securities Act and we will not be required to pay additional interest as described in the registration rights agreement. In addition, you will not be able to offer or sell the Initial Notes unless they are registered under the Securities Act (and we will have no obligation to register them, except in limited circumstances), or unless you offer or sell them under an exemption from the requirements of, or a transaction not subject to, the Securities Act.
Expiration of the Exchange Offer	The exchange offer will expire at 5:00 p.m., New York City time on , 2014, unless we decide to extend the expiration date.
Conditions to the Exchange Offer	The registration rights agreement does not require us to accept Initial Notes for exchange if the exchange offer, or the making of any exchange by a holder of the Initial Notes, would violate any applicable law or interpretation of the staff of the SEC. The exchange offer is not conditioned on a minimum aggregate principal amount of Initial Notes being tendered. For additional information regarding the conditions to the exchange offer, see The Exchange Offer Conditions to the Exchange Offer.
Procedures for Tendering Initial Notes	To participate in the exchange offer, you must follow the procedures established by The Depository Trust Company (DTC) for tendering notes held in book-entry form. These procedures for using DTC s Automated Tender Offer Program (ATOP) require that (1) the exchange agent receive, prior to the expiration date of the exchange offer, a computer-generated message known as an agent s message that is transmitted through ATOP, and (2) DTC confirms that: DTC has received instructions to exchange your Initial Notes; and you agree to be bound by the terms of the letter of transmittal.

For more information on accepting the exchange offer and tendering your Initial Notes, see The Exchange Offer Procedures for Tendering Initial Notes.

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Withdrawal Rights	You may withdraw your tender of Initial Notes at any time prior to the expiration of the exchange offer. To withdraw, you must submit a notice of withdrawal to the exchange agent using ATOP procedures before 5:00 p.m., New York City time, on the expiration date of the exchange offer. Please refer to the section in this prospectus entitled The Exchange Offer Withdrawal of Tenders.
Acceptance of Initial Notes and Delivery of Exchange Notes	Subject to certain conditions, we will accept all Initial Notes that are properly tendered in the exchange offer and not withdrawn prior to 5:00 p.m., New York City time, on the expiration date. We will deliver the Exchange Notes promptly after the expiration date. Initial Notes will be validly tendered and not validly withdrawn if they are tendered in accordance with the terms of the exchange offer as detailed under The Exchange Offer Procedures for Tendering Initial Notes and not withdrawn in accordance with the terms of the exchange offer as detailed under The Exchange Offer Withdrawal of Tenders.
United States Federal Income Tax Consequences	We believe that the exchange of Initial Notes for Exchange Notes generally will not be a taxable exchange for federal income tax purposes, but you should consult your tax adviser about the tax consequences of this exchange. See Material U.S. Federal Income Tax Consequences.
Exchange Agent	U.S. Bank National Association, the trustee under the Indenture, is serving as exchange agent in connection with the exchange offer. You should direct questions and requests for assistance, as well as requests for additional copies of this prospectus or the letter of transmittal, to the exchange agent addressed as follows: U.S. Bank National Association, Corporate Trust Services, EP-MN-WS2N, 60 Livingston Avenue, St. Paul, MN 55107, Attn: Specialized Finance. Eligible institutions may make requests by facsimile at (651) 466-7372 and may confirm facsimile delivery by calling (651) 466-5129.
Fees and Expenses	We will bear all expenses related to consummating the exchange offer and complying with the registration rights agreement.
Use of Proceeds	We will not receive any cash proceeds from the issuance of the Exchange Notes. We are making this exchange offer solely to satisfy our obligations under our registration rights agreement.
Regulatory Approvals	Other than those under federal securities laws, there are no federal or state regulatory requirements that we must comply with and there are no approvals that we must obtain in connection with the exchange offer.

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Summary Description of the Exchange Notes

The terms of the Exchange Notes are identical in all material respects to those of the Initial Notes, except the Exchange Notes will not contain transfer restrictions, registration rights or provisions for additional interest. The Exchange Notes will evidence the same debt as the Initial Notes, and the Indenture will govern both the Exchange Notes and the Initial Notes. The summary below describes the principal terms of the Exchange Notes. Certain of the terms and conditions described below are subject to important limitations and exceptions. The Description of the Exchange Notes section of this prospectus contains a more detailed description of the terms and conditions of the Exchange Notes.

Issuer	U.S. Concrete, Inc.
Exchange Notes Offered	$200.0 million in aggregate principal amount of 8.500% Senior Secured Notes due 2018 registered under the Securities Act.
Maturity Date	December 1, 2018.
Interest	8.500% per annum, payable semi-annually on June 1 and December 1 of each year, commencing on June 1, 2014.
Guarantees	The Exchange Notes will be unconditionally guaranteed on a senior secured basis by each of our existing and future restricted subsidiaries that guarantees any obligations under the Revolving Facility or that guarantees certain of our other indebtedness or certain indebtedness of our restricted subsidiaries (other than future foreign restricted subsidiaries that guarantee only indebtedness incurred by another foreign subsidiary). See Description of the Exchange Notes Guarantees and Certain Covenants Future Subsidiary Guarantors. As of the date of this prospectus, all of our subsidiaries are guarantors.
Ranking	The Exchange Notes and the guarantees will be our and the guarantors senior secured obligations, as applicable. Accordingly, they will be: effectively senior to all of our and the guarantors existing and future unsecured indebtedness to the extent of the value of the collateral (after satisfaction of any obligations secured by a senior lien on such collateral); effectively senior to all of our and the guarantors existing and future obligations under the Revolving Facility to the extent of the value of the Notes Priority Collateral (as defined and described below);

senior in right of payment to any of our and the guarantors future subordinated indebtedness;

equal in right of payment to all of our and the guarantors existing and future senior indebtedness, including our and the guarantors obligations under the Revolving Facility;

equal in priority as to the collateral with respect to our and the guarantors obligations under any future pari passu lien

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	obligations incurred in accordance with the terms of the Indenture;
	effectively subordinated to all of our and the guarantors existing and future obligations under the Revolving Facility to the extent of the value of the ABL Priority Collateral (as defined and described below), subject to the ABL Cap Amount (as defined and described below);
	effectively subordinated to all of our and the guarantors existing and future indebtedness that is secured by permitted liens on assets that do not constitute collateral to the extent of the value of such assets; and
	structurally subordinated to all existing and future indebtedness and other liabilities, including preferred stock, of any non-guarantor subsidiaries.
Collateral	The Exchange Notes and related guarantees will be secured by first-priority liens on certain present and after-acquired property and assets directly owned by us and each of the guarantors, including material owned real property, fixtures, intellectual property, certain equipment, substantially all of our and the guarantors other assets not specifically described as ABL Priority Collateral and all supporting obligations and related books and records and all proceeds and products of the foregoing, in each case, other than the ABL Priority Collateral and subject to Permitted Collateral Liens (as defined below) and certain exceptions (as described in the security documents governing the Exchange Notes (collectively, the Security Documents)). We refer to the assets described in this paragraph as Notes Priority Collateral. Obligations under the Revolving Facility and those in respect of hedging and cash management obligations owed to the lenders (and their affiliates) party to the Revolving Facility (collectively, the Revolving Facility Obligations) will be secured by a second-priority lien on the Exchange Notes Priority Collateral. See Description of the Exchange Notes Security for the Notes.
	The Exchange Notes and related guarantees will also be secured by second-priority liens on certain of the present and after-acquired assets directly owned by us and each of the guarantors securing the Revolving Facility Obligations on a first-priority basis, including inventory (including as-extracted collateral), accounts, certain specified mixer trucks, chattel paper, general intangibles, instruments, documents, cash, deposit accounts, securities accounts, commodities accounts, letter of

credit rights and all supporting obligations and related books and records and all proceeds and products of the foregoing, in each case, other than the Notes Priority Collateral and subject to permitted liens and certain exceptions, as described in the Security Documents. We refer to the assets described in this paragraph as ABL Priority Collateral. See Description of the Exchange Notes Security for the Notes.

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The Exchange Notes will not be and the Revolving Facility Obligations are not secured by the capital stock of any of our subsidiaries.

A material portion of the collateral that will secure the Exchange Notes secures the Revolving Facility Obligations on a first-priority basis and will secure the Exchange Notes on a second-priority basis. The remaining collateral will secure the Exchange Notes on a first-priority basis and also secure the Revolving Facility Obligations on a second-priority basis. See Risk Factors Risks Related to the Exchange Notes, the Exchange Offer and the Collateral There may not be sufficient collateral to pay all or any of the Notes.

The Intercreditor Agreement (as defined below) sets forth the terms on which the agent for the lenders of the Revolving Facility Obligations (the Revolving Facility Agent) and the collateral agent under the Security Documents (the Notes Collateral Agent) are permitted to receive, hold, administer, maintain, enforce and distribute the proceeds of their respective liens upon the collateral.

The Intercreditor Agreement grants (1) to the Revolving Facility Agent, the exclusive right to enforce rights, exercise remedies (including setoff) and make determinations regarding the release or disposition of, or restrictions on, the collateral that secures the Revolving Facility Obligations on a first-priority basis and (2) to the Notes Collateral Agent, the exclusive right to enforce rights, exercise remedies (including setoff) and make determinations regarding the release or disposition of, or restrictions on, the collateral that will secure the Exchange Notes on a first-priority basis, in each case, subject to limitations described therein, which limitations include an access right of the Revolving Facility Agent to exercise remedies in respect of its assets located on real property on which the Notes Collateral Agent has a first-priority lien under the Security Documents. See Description of the Exchange Notes Security for the Notes Intercreditor Agreement.

No appraisal of the value of the collateral was made in connection with the offering of the Initial Notes and no such appraisal will be made in connection with this exchange offer. The value of the collateral at any time will depend on market and other economic conditions, including the availability of suitable buyers for the collateral. The liens on the collateral may be released without the consent of the holders of the Exchange Notes if collateral is disposed of in a transaction that complies with the Indenture and the Security Documents, including in

accordance with the Intercreditor Agreement. In the event of a liquidation of the collateral, the proceeds may not be sufficient to satisfy the obligations under the Exchange Notes. See Risk Factors Risks Related to the Exchange Notes, the Exchange Offer and the Collateral There are circumstances, other than repayment or discharge of the Notes, under which the collateral securing the Notes and guarantees may be released automatically, without your consent or the consent of the Trustee, Risk Factors Risks Related to the Exchange Notes,

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	the Exchange Offer and the Collateral The Notes are secured by liens on the ABL Priority Collateral that are second in priority to the liens securing the Revolving Facility and any other first-priority lien obligations, and Risk Factors Risks Related to the Exchange Notes, the Exchange Offer and the Collateral There may not be sufficient collateral to pay all or any of the Notes.
Intercreditor Agreement	The Notes Collateral Agent has entered into an intercreditor agreement which governs the relative priorities of the respective security interests in the collateral of the Notes Collateral Agent and the Revolving Facility Agent and certain other matters relating to the administration of security interests (the Intercreditor Agreement). See Description of the Exchange Notes Security for the Notes Intercreditor Agreement for information regarding certain terms of the Intercreditor Agreement.
Optional Redemption	We may redeem some or all of the Exchange Notes at any time on or after December 1, 2015 at the redemption prices listed under Description of the Exchange Notes Optional Redemption, together with any accrued and unpaid interest to the redemption date, and we may redeem some or all of the Exchange Notes at any time prior to December 1, 2015 at a price equal to 100% of the aggregate principal amount thereof plus the make-whole premium described under Description of the Exchange Notes Optional Redemption, together with accrued and unpaid interest, if any, to the date of redemption.
	In addition, we may redeem up to 35% of the original aggregate principal amount of the Exchange Notes until December 1, 2015 with the net cash proceeds of certain equity offerings at the redemption price listed under Description of the Exchange Notes Optional Redemption, plus accrued and unpaid interest, if any, to the date of redemption.
Change of Control	Upon a change of control (as defined under Description of the Exchange Notes Change of Control), we must offer to repurchase the Exchange Notes at 101% of the principal amount of the Exchange Notes, plus accrued and unpaid interest, if any, to the date of repurchase.
Asset Sale Proceeds	If we or any of our restricted subsidiaries engages in certain asset sales, we will be required under certain circumstances to make an offer to purchase the Exchange Notes at 100% of the principal amount thereof, plus accrued and unpaid interest, if any, to the repurchase date. See Description of the Exchange Notes Certain Covenants Limitation on Sales of Assets and Subsidiary Stock.
Certain Covenants	The Indenture contains certain covenants that, among other things, limit our ability and the ability of our restricted subsidiaries to:

incur additional debt or issue disqualified stock or preferred stock;

pay dividends or make other distributions, repurchase or redeem our stock or subordinated indebtedness or make certain investments;

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	sell assets and issue capital stock of our restricted subsidiaries;
	incur liens;
	allow to exist certain restrictions on the ability of our restricted subsidiaries to pay dividends or make other payments to us;
	enter into transactions with affiliates;
	consolidate, merge or sell all or substantially all of our assets;
	engage in certain sale/leaseback transactions; and
	designate our subsidiaries as unrestricted subsidiaries.
	These covenants are subject to a number of important exceptions, limitations and qualifications that are described under Description of the Exchange Notes Certain Covenants.
Book Entry Form	The Exchange Notes will be issued in book-entry form only and will be represented by one or more global notes in definitive, fully registered, book-entry form, deposited with, or on behalf of, DTC and registered in the name of a nominee of DTC. Beneficial interests in any of the Exchange Notes will be shown on, and transfers will be effected only through, records maintained by DTC or its nominee and any such interest may not be exchanged for certificated notes except in limited circumstances.
Absence of a Public Market for the Exchange Notes	There is no established trading market for the Initial Notes. We do not intend to apply for a listing of the Exchange Notes on any securities exchange or an automated dealer quotation system. Accordingly, there can be no assurance as to the development or liquidity of any market for the Exchange Notes. The initial purchasers have advised us that they

	currently intend to make a market in the Initial Notes, and when issued, the Exchange Notes. However, they are not obligated to do so, and any market-making with respect to the Exchange Notes may be discontinued without notice in their sole discretion. See Risk Factors Risks Related to the Exchange Notes, the Exchange Offer and the Collateral An active trading market for the Notes does not exist and may not develop.
Denominations	The Exchange Notes will be issued in denominations of $2,000 and integral multiples of $1,000 in excess thereof.
Trustee	U.S. Bank National Association
Governing Law	The Indenture is governed by, and the Exchange Notes will be governed by, the laws of the State of New York.
Risk Factors	You should carefully consider the information set forth under the heading Risk Factors in this prospectus, as well as the other information included in or incorporated by reference into this prospectus before deciding whether to invest in the Exchange Notes and participate in the exchange offer.

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RISK FACTORS

Participating in the exchange offer and any investment in the Notes involves a high degree of risk. You should carefully consider the risks described below and all of the information contained or incorporated by reference in this prospectus before deciding whether to participate in the exchange offer. The risks and uncertainties described below and in such incorporated documents are not the only risks and uncertainties that we face and the risks described below are not necessarily presented in order of importance. Additional risks and uncertainties not presently known to us or that we currently deem immaterial may also materially and adversely affect our business operations. If any of those risks actually occur, our business, financial position, results of operations and cash flows could suffer. In such a case, you may lose all or part of your investment. The risks discussed below also include forward-looking statements, and our actual results may differ substantially from those discussed in these forward-looking statements. See Cautionary Statement Concerning Forward-Looking Statements.

Risks Related to Our Business

Tightening of mortgage lending or mortgage financing requirements could adversely affect the residential construction market and reduce the demand for new home construction.

Commencing in 2006, the mortgage lending and mortgage finance industries experienced significant instability due to, among other things, defaults on subprime loans and adjustable rate mortgages. In light of these events, lenders, investors, regulators and other third parties have questioned the adequacy of lending standards and other credit requirements for a variety of loan programs. This has led to reduced investor demand for mortgage loans and mortgage-backed securities, reduced market values for those securities, tightened credit requirements, reduced liquidity, increased credit risk premiums and increased regulatory actions. Deterioration in credit quality among subprime and other loans has caused many lenders to eliminate subprime mortgages and other loan products that do not conform to the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, Federal Housing Administration or Veterans Administration standards. While mortgage lending conditions have improved since 2010, fewer loan products and tighter loan qualifications continue to make it difficult for some categories of borrowers to finance the purchase of new homes. In general, these developments have been a significant factor in the downturn of, and have delayed the recovery of, the housing market.

Approximately 20% of our revenue for the year ended December 31, 2013 was from residential construction contractors. While mortgage lending conditions have slightly improved and lending volumes have increased since 2010, tightening of mortgage lending or mortgage financing requirements could adversely affect the ability to obtain credit for some borrowers, or reduce the demand for new home construction, which could have a material adverse effect on our business and results of operations. Another downturn in new home construction could also adversely affect our customers focused in residential construction, possibly resulting in slower payments, higher default rates in our accounts receivable, and an overall increase in working capital.

Our net revenue attributable to street, highway and other public works projects could be negatively impacted by a decrease or delay in governmental spending.

During the year ended December 31, 2013, approximately 16% of our ready-mixed concrete revenue was from street, highway and other public works projects. Construction activity on streets, highways and other public works projects is directly related to the amount of government funding available for such projects, which is affected by budget constraints currently being experienced by federal, state and local governments. In addition, if the U.S. government budget process results in a prolonged shutdown or reductions in government spending, we may experience delayed orders, delayed payments, and declines in revenues, profitability, and cash flows. 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.

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

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

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

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

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 failure to successfully identify, manage and integrate acquisitions could reduce our earnings and slow our growth.

We have recently completed several acquisitions and, on an ongoing basis, as part of our strategy to pursue growth opportunities, we continue to evaluate strategic acquisition opportunities that have the potential to support and strengthen our business. There is intense competition for acquisition opportunities in our industry. Competition for acquisitions may increase the cost of, or cause us to refrain from, completing acquisitions. Our ability to complete acquisitions is dependent upon, among other things, the willingness of acquisition candidates we identify to sell; our ability to obtain financing or capital, if needed, on satisfactory terms; and, in some cases, regulatory approvals. The investigation of acquisition candidates and the negotiation, drafting and execution of relevant agreements, disclosure documents and other instruments will require substantial management time and attention and substantial costs for accountants, attorneys and others. If we fail to complete any acquisition for any reason, including events beyond our control, the costs incurred up to that point for the proposed acquisition likely would not be recoverable.

Potential acquisition targets may be in geographic regions in which we do not currently operate, which could result in unforeseen operating difficulties and difficulties in coordinating geographically dispersed operations, personnel and facilities. In addition, if we enter into new geographic markets, we may be subject to additional and unfamiliar legal and regulatory requirements. Compliance with regulatory requirements may impose substantial additional obligations on us and our management, cause us to expend additional time and resources in compliance activities and increase our exposure to penalties or fines for non-compliance with such additional legal requirements. Our recently completed acquisitions and any future acquisitions could cause us to become involved in labor, commercial or regulatory disputes or litigation related to any new enterprises and could require us to invest further in operational, financial and

management information systems and to attract, retain, motivate and effectively manage local or regional management and additional employees. Upon completion of an acquisition, key members of the management of the acquired company may resign, which would require us to attract and retain new management and could make it difficult to maintain customer relationships. Our inability to effectively manage the integration of our completed and future acquisitions could prevent us from realizing expected rates of return on an acquired business and could have a material and adverse effect on our business, financial condition, results of operations, liquidity, and cash flows.

Our business is seasonal and subject to adverse weather.

Since our business is primarily conducted outdoors, erratic weather patterns, seasonal changes and other weather-related conditions affect our business. Adverse weather conditions, including hurricanes and tropical

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storms, cold weather, snow, and heavy or sustained rainfall, reduce construction activity, restrict the demand for our products, and impede our ability to efficiently deliver concrete. Adverse weather conditions could also increase our costs and reduce our production output as a result of power loss, needed plant and equipment repairs, delays in obtaining permits, time required to remove water from flooded operations, and similar events. In addition, severe drought conditions can restrict available water supplies and restrict production. Consequently, these events could adversely affect our business, financial condition, results of operations, liquidity, and cash flows.

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

The relative demand for our products is a function of the highly cyclical construction industry. As a result, our revenue may be adversely affected by declines in the construction industry generally and in our regional markets. Our results also may be materially affected by:

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

employment levels; and

regional or general economic conditions.

As a result, our operating results in any particular quarter may not be indicative of the results that you can expect for any other quarter or for the entire year. Furthermore, negative trends in the ready-mixed concrete industry or in our geographic markets could have material adverse effects on our business, financial condition, results of operations, liquidity, 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 plants and prevailing prices in that market. Price is the primary competitive factor among suppliers for small or less complex jobs, principally in residential construction. However, 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, governmental agencies and homebuilders. As a result, we depend on local relationships. We generally do not have long-term sales contracts with our customers.

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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 competitive advantages. 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 competitive advantages over us for jobs that are particularly price-sensitive. Competitors having greater financial resources or less financial leverage than we do to invest in new mixer trucks, build plants in new areas or pay for acquisitions also will have competitive advantages over us.

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

We rely on third parties to sell or lease property, plant and equipment to us and to provide us with 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 purchase or lease necessary properties or equipment, our operations could be severely impacted. If we lose our supply contracts and receive insufficient supplies from 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, liquidity, and cash flows could be materially and adversely affected.

Residential construction and related demand for ready-mixed concrete increased in both 2012 and 2013. While cement prices increased as a result of this increased demand, cement supplies were at levels that indicated a very low risk of cement shortages in most of our markets. Should demand increase substantially beyond our current expectations, we could experience shortages of cement in future periods, which could adversely affect our operating results by decreasing sales of ready-mixed concrete and increasing our costs of raw materials.

Our net revenue 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, liquidity, and cash flows.

We are dependent on information technology to support many facets of our business.

If our information systems are breached or destroyed or fail due to cyber-attack, unauthorized access, natural disaster, or equipment breakdown, our business could be interrupted, proprietary information could be lost or stolen, and our reputation could be damaged. We take measures to protect our information systems from such occurrences, but we cannot assure you that our efforts will always prevent them. Our business could be negatively affected by any such occurrences.

The departure of key personnel could disrupt our business.

We depend on the efforts of our officers and, in many cases, on senior management of our businesses. Our success will depend on retaining our officers and senior-level managers. We need to ensure that key personnel are compensated fairly and competitively to reduce the risk of departure of key personnel to our competitors or other industries. To the extent we are unable to attract or retain qualified management personnel, our business, financial

condition, results of operations, liquidity, and cash flows could be materially and adversely affected. We do not carry key personnel life insurance on any of our employees.

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Shortages of qualified employees may harm our business.

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

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

As of March 31, 2014, approximately 32% of our employees were covered by collective bargaining agreements, which expire between 2014 and 2018. Our inability to negotiate acceptable new contracts or extensions of existing contracts with these unions could cause work stoppages by the affected employees. In addition, any new contracts or extensions could result in increased operating costs attributable to both union and nonunion employees. If any such work stoppages were to occur, or if other of 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 and adversely affect our business, financial condition, results of operations, liquidity, and cash flows. Also, labor relations matters affecting our suppliers of cement and aggregates could adversely impact our business from time to time.

Participation in multi-employer defined benefit plans may impact our financial condition, results of operations and cash flows.

We contribute to 18 multi-employer defined benefit plans, which are subject to the requirements of the Pension Protection Act of 2006 (the PPA). For multi-employer defined benefit plans, the PPA established new funding requirements or rehabilitation requirements, additional funding rules for plans that are in endangered or critical status, and enhanced disclosure requirements to participants regarding a plan s funding status. The Worker, Retiree, and Employer Recovery Act of 2008 (the WRERA) provided some funding relief to defined benefit plan sponsors affected by recent market conditions. The WRERA allowed multi-employer plan sponsors to elect to freeze their current funded status at the same funding status as the preceding plan year (for example, a calendar year plan that was not in critical or endangered status for 2008 was able to elect to retain that status for 2009), and sponsors of multi-employer plans in endangered or critical status in plan years beginning in 2008 or 2009 were allowed a three-year extension of funding improvement or rehabilitation plans (extending the timeline for these plans to achieve their goals from 10 years to 13 years, or from 15 years to 18 years for seriously endangered plans). A number of the multi-employer pension plans to which we contribute are underfunded and are currently subject to funding improvement or rehabilitation requirements. Additionally, 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 information available from plan administrators, 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 or the inability of plan sponsors to meet the funding or rehabilitation requirements would be material to our financial condition, results of operations and cash flows.

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

Generally, our customers are 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.

Instability in the financial and credit sectors may impact our business and financial condition in ways that we currently cannot predict.

Adverse or worsening economic trends could have a negative impact on our suppliers and our customers and their financial condition and liquidity, which could cause them to fail to meet their obligations to us and

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could have a material adverse effect on our revenue, income from operations and cash flows. The uncertainty and volatility of the financial and credit sectors could have further impacts on our business and financial condition that we currently cannot predict or anticipate.

Turmoil in the global financial system could have an impact on our business and our financial condition. Accordingly, our ability to access the capital markets could be restricted or be available only on unfavorable terms. Limited access to the capital markets could adversely impact our ability to take advantage of business opportunities or react to changing economic and business conditions and could adversely impact our ability to execute our long-term growth strategy. Ultimately, we could be required to reduce our future capital expenditures substantially. Such a reduction could have a material adverse effect on our revenue, income from operations and cash flows.

If one or more of the lenders under our Revolving Facility, which provides for aggregate commitments of up to $125.0 million, subject to a borrowing base, were to become unable or unwilling to perform their obligations under that facility, our borrowing capacity could be reduced. Our inability to borrow additional amounts under our Revolving Facility could limit our ability to fund our future operations and growth.

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

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

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

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

Governmental requirements that impact our operations include those relating to air quality, solid and hazardous waste management and cleanup and water quality. These requirements are complex and subject to change. Certain laws, such as the U.S. law known as Superfund, can impose strict liability in some cases without regard to negligence or fault, including 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 for, environmental liabilities of acquired businesses. We generally do not maintain insurance to cover environmental liabilities.

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 property, plant and

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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 consistent 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, liquidity, and cash flows might be materially and adversely affected.

We may incur material costs and losses as a result of claims that 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 claims, 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 business, financial condition, results of operations, liquidity, and cash flows.

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

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

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

The nature of our business subjects us to product liability, property damage, personal injury claims and workers compensation claims from time to time. Increased premiums charged by insurance carriers 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 losses 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. Further, allegations relating to workers compensation violations may result in investigations by insurance regulatory or other governmental authorities, which investigations, if any, could have a direct or indirect material adverse effect on our ability to pursue certain types of business which, in turn, could have a material adverse effect on our business, financial position, results of operations, liquidity, and cash flows.

Risks Related to the Exchange Notes, the Exchange Offer and the Collateral

Your failure to participate in the exchange offer may have adverse consequences.

If you do not exchange your Initial Notes for Exchange Notes pursuant to the exchange offer, you will continue to be subject to the restrictions on transfer of your Initial Notes, as set forth in the legend on your Initial Notes. The restrictions on transfer of your Initial Notes arise because we sold the Initial Notes in private

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offerings. In general, the Initial Notes may not be offered or sold, unless registered under the Securities Act or pursuant to an exemption from, or in a transaction not subject to, such registration requirements.

After completion of the exchange offer, holders of Initial Notes who do not tender their Initial Notes in the exchange offer will no longer be entitled to any exchange or registration rights under the registration rights agreement, except in limited circumstances. The tender of Initial Notes under the exchange offer will reduce the principal amount of the currently outstanding Initial Notes. Due to the corresponding reduction in liquidity, this may have an adverse effect upon, and increase the volatility of, the market price of any currently outstanding Initial Notes that you continue to hold following completion of the exchange offer. See The Exchange Offer.

You must comply with the exchange offer procedures in order to receive new, freely tradable Exchange Notes.

Delivery of the Exchange Notes in exchange for the Initial Notes tendered and accepted for exchange pursuant to the exchange offer will be made if the procedures for tendering the Initial Notes are followed. We are not required to notify you of defects or irregularities in tenders of Initial Notes for exchange. See The Exchange Offer.

Some holders who exchange their Initial Notes may be deemed to have received restricted securities, and these holders will be required to comply with the registration and prospectus delivery requirements in connection with any resale transaction.

If you exchange your Initial Notes in the exchange offer for the purpose of participating in a distribution of the Exchange Notes, you may be deemed to have received restricted securities and, if so, will be required to comply with the registration and prospectus delivery requirements of the Securities Act in connection with any resale transaction.

The consummation of the exchange offer may not occur.

We are not obligated to complete the exchange offer under certain circumstances. See The Exchange Offer Conditions to the Exchange Offer. Even if the exchange offer is completed, it may not be completed on the schedule described in this prospectus. Accordingly, holders participating in the exchange offer may have to wait longer than expected to receive their Exchange Notes. You may be required to deliver prospectuses and comply with other requirements in connection with any resale of the Exchange Notes.

An active trading market for the Exchange Notes may not develop.

There is no existing market for the Exchange Notes. The Exchange Notes will not be listed on any securities exchange. There can be no assurance that a trading market for the Exchange Notes will ever develop or will be maintained. Further, there can be no assurance as to the liquidity of any market that may develop for the Exchange Notes, your ability to sell your Exchange Notes or the price at which you will be able to sell your Exchange Notes. Future trading prices of the Exchange Notes will depend on many factors, including prevailing interest rates, our financial condition and results of operations, the then-current ratings assigned to the Exchange Notes, the market for similar securities and the results of our competitors. In addition, if a large amount of Initial Notes are not tendered or are tendered improperly, the limited amount of Exchange Notes that would be issued and outstanding after we consummate this exchange offer would reduce liquidity and could lower the market price of those Exchange Notes.

Any trading market that develops would be affected by many factors independent of and in addition to the foregoing, including:

our operating performance and financial condition;

time remaining to the maturity of the Notes;

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outstanding amount of the Notes;

the terms related to optional redemption of the Notes; and

level, direction and volatility of market interest rates generally.

Our substantial indebtedness could adversely affect our financial condition and prevent us from fulfilling our obligations under the Notes and our other indebtedness.

We have and will continue to have a significant amount of indebtedness. As of December 31, 2013, we had $200.0 million of outstanding senior indebtedness represented by the Initial Notes. During 2013, we and certain of our subsidiaries entered into the 2013 Loan Agreement (as defined below in Description of Other Indebtedness), which provides for aggregate commitments of up to $125.0 million, subject to a borrowing base, under the Revolving Facility. As of March 31, 2014, we had no outstanding borrowings under the Revolving Facility.

The negative covenants in the Exchange Notes will, and the negative covenants in the Revolving Facility do, allow us to incur additional indebtedness from other sources in certain circumstances.

As a result of our existing indebtedness and our capacity to incur additional indebtedness, we are, and anticipate continuing to be, a highly leveraged company. A significant portion of our cash flow will be required to pay interest and principal on our outstanding indebtedness, and we may be unable to generate sufficient cash flow from operations, or have future borrowings available under our Revolving Facility, to enable us to repay our indebtedness, including the Notes, or to fund other liquidity needs. This level of indebtedness could have important consequences to holders of the Notes, including the following:

it requires us to use a significant percentage of our cash flow from operations for debt service and the repayment of our indebtedness, including indebtedness we may incur in the future, and such cash flow may not be available for other purposes;

it limits our ability to borrow money or sell stock to fund our working capital, capital expenditures, acquisitions and debt service requirements;

our interest expense could increase if interest rates in general increase because a portion of our indebtedness bears interest at floating rates;

it may limit our flexibility in planning for, or reacting to, changes in our business and future business opportunities;

we are more highly leveraged than some of our competitors, which may place us at a competitive disadvantage;

it may make us more vulnerable to a downturn in our business or the economy;

it may increase our cost of borrowing;

it may restrict us from exploiting business opportunities;

the debt service requirements of our indebtedness could make it more difficult for us to make payments on the Notes and our other indebtedness; and

there would be a material adverse effect on our business and financial condition if we were unable to service our indebtedness or obtain additional financing, as needed.

We may not be able to generate sufficient cash flows to meet our debt service obligations and may be forced to take other actions to satisfy our obligations under our indebtedness, which may not be successful.

Our ability to make payments on and to refinance our indebtedness, including the Notes, and to fund planned capital expenditures will depend on our ability to generate cash from our operations in the future. This, to a certain extent, is subject to general economic, financial, competitive, legislative, regulatory and other factors that are beyond our control.

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Our business may not generate sufficient cash flow from operations and future sources of capital under the Revolving Facility or otherwise may not be available to us in an amount sufficient to enable us to pay our indebtedness, including the Notes, or to fund our other liquidity needs. If we complete an acquisition, our debt service requirements could increase. We may need to refinance or restructure all or a portion of our indebtedness, including the Notes, on or before maturity. We may not be able to refinance any of our indebtedness, including the Revolving Facility and the Notes, on commercially reasonable terms, or at all. If we cannot service our indebtedness, we may have to take actions such as selling assets, seeking additional equity, reducing or delaying capital expenditures, strategic acquisitions, investments and alliances or restructuring or refinancing our indebtedness, including the Notes. We may not be able to effect such actions, if necessary, on commercially reasonable terms, or at all.

Any refinancing of our debt could be at higher interest rates and may require us to comply with more onerous covenants. These alternative measures may not be successful and may not permit us to meet our scheduled debt service obligations. In the absence of such cash flows and resources, we could face substantial liquidity problems and might be required to sell material assets or operations to attempt to meet our debt service and other obligations. The 2013 Loan Agreement and the Indenture restrict our ability to conduct asset sales and/or use the proceeds from asset sales. We may not be able to consummate these asset sales to raise capital or sell assets at prices and on terms that we believe are fair and any proceeds that we do receive may not be adequate to meet any debt service obligations then due. See Description of Other Indebtedness and Description of the Exchange Notes Certain Covenants Limitation on Sales of Assets and Subsidiary Stock. If we cannot meet our debt service obligations, the holders of our debt may accelerate our debt and, to the extent such debt is secured, foreclose on our assets. In such an event, we may not have sufficient assets to repay all of our debt.

We may still be able to incur significantly more debt or make certain restricted payments in the future. This could intensify already-existing risks related to our indebtedness.

The terms of the Indenture and the 2013 Loan Agreement contain restrictions on our and the guarantors ability to incur additional indebtedness. However, these restrictions are subject to a number of important qualifications and exceptions and the indebtedness incurred in compliance with these restrictions could be substantial. Accordingly, we or the guarantors could incur significant additional indebtedness in the future, much of which could constitute secured, senior or pari passu indebtedness. As of March 31, 2014, our Revolving Facility provided for unused borrowing capacity of up to $96.6 million (after taking into account $11.3 million of undrawn letters of credit). All of those borrowings are secured on a first-priority basis by the assets that secure the Notes on a second-priority basis. We also have the ability to incur additional secured indebtedness that has priority over the Notes on these assets.

The Indenture permits us to incur certain additional secured debt, including debt that shares in the collateral (and debt that has priority to the Notes in certain collateral) and allows our non-guarantor subsidiaries to incur additional debt that would be structurally senior to the Notes, and the Indenture does not prevent us from incurring other liabilities that do not constitute indebtedness as defined in the Indenture. See Description of the Exchange Notes Certain Covenants Limitation on Indebtedness. If we incur any additional indebtedness that ranks equally with the Notes, including any additional Notes, the holders of that debt will be entitled to share ratably with you in any proceeds distributed in connection with any insolvency, liquidation, reorganization, dissolution or other winding up of our company. This may have the effect of reducing the amount of proceeds paid to you.

The Indenture also, under certain circumstances, allows us to designate some of our restricted subsidiaries as unrestricted subsidiaries. Those unrestricted subsidiaries will not be subject to many of the restrictive covenants in the Indenture and therefore will be able to incur indebtedness beyond the limitations specified in the Indenture and engage in other activities in which restricted subsidiaries may not engage. If new debt is added to our current debt levels, the related risks that we and the guarantors now face could intensify. See Description of Other Indebtedness and

Description of the Exchange Notes.

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We may also consider investments in joint ventures or acquisitions, which may increase our indebtedness. Moreover, although the 2013 Loan Agreement and the Indenture contain restrictions on our ability to make restricted payments, including the declaration and payment of dividends, we will be able to make substantial restricted payments under certain circumstances. See Description of the Exchange Notes .

The amount of borrowings permitted under our Revolving Facility may fluctuate significantly, which may adversely affect our liquidity, results of operations and financial position.

The amount of borrowings permitted at any time under our Revolving Facility is limited to a periodic borrowing base valuation of, among other things, our accounts receivable, inventory, and mixer trucks. As a result, our access to credit under our Revolving Facility is potentially subject to significant fluctuations depending on the value of the borrowing base eligible assets as of any measurement date, as well as certain discretionary rights of the administrative agent of our Revolving Facility in respect of the calculation of such borrowing base value. Our inability to borrow under, or the early termination of, our Revolving Facility may adversely affect our liquidity, results of operations and financial position.

Our variable rate indebtedness subjects us to interest rate risk, which could cause our debt service obligations to increase significantly.

Borrowings under our Revolving Facility are at variable rates of interest and expose us to interest rate risk. If interest rates increase, our debt service obligations on the variable rate indebtedness could increase even though the amount borrowed remains the same, and our net income and cash flows, including cash available for servicing our indebtedness, would correspondingly decrease.

Repayment of our debt, including the Notes, is dependent on cash flow generated by our subsidiaries.

We are a holding company and substantially all of our tangible assets are owned by our subsidiaries. As such, repayment of our indebtedness, to a certain degree, is dependent on the generation of cash flow by our subsidiaries (including any subsidiaries that are not guarantors) and their ability to make such cash available to us, by dividend, loan, debt repayment or otherwise. Unless they are guarantors of the Notes, our subsidiaries do not have any obligation to pay amounts due on the Notes or to make funds available for that purpose. Our subsidiaries may not be able to, or be permitted to, make distributions or other payments to enable us to make payments in respect of the Notes. Each of our subsidiaries is a distinct legal entity and, under certain circumstances, legal and contractual restrictions may limit our ability to obtain cash from our subsidiaries. While the terms of the Indenture and the 2013 Loan Agreement limit the ability of certain of our subsidiaries to incur consensual restrictions on their ability to pay dividends or make other intercompany payments, these limitations are subject to important qualifications and exceptions. See Description of the Exchange Notes Certain Covenants Limitation on Restrictions on Distributions from Restricted Subsidiaries. In the event that we do not receive distributions or other payments from our subsidiaries, we may be unable to make required payments on the Notes. The Notes are not secured by the capital stock of our subsidiaries. See The Notes are not secured by the capital stock of any of our subsidiaries, which may affect the ability to foreclose on assets below.

We may be unable to refinance our indebtedness.

We may need to refinance all or a portion of our indebtedness, including the 2013 Loan Agreement and the Notes, before maturity. We cannot assure you that we will be able to refinance any of our indebtedness on commercially reasonable terms or at all or that we will be able to obtain sufficient funds to enable us to repay or refinance our debt obligations on commercially reasonable terms, or at all.

A lowering or withdrawal of the ratings assigned to our debt securities by rating agencies may increase our future borrowing costs and reduce our access to capital.

Our debt currently has a non-investment grade rating, and any rating assigned could be lowered or withdrawn entirely by a rating agency if, in that rating agency s judgment, future circumstances relating to the

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basis of the rating, such as adverse changes, so warrant. Consequently, real or anticipated changes in our credit ratings will generally affect the market value of the Notes. Credit ratings are not recommendations to purchase, hold or sell the Notes. Additionally, credit ratings may not reflect the potential effect of risks relating to the structure of the Notes.

Our debt agreements may restrict our ability to operate our business and to pursue our business strategies.

The 2013 Loan Agreement and the Indenture impose, and future financing agreements are likely to impose, operating and financial restrictions on our activities. These restrictions require us to comply with or maintain certain financial tests and limit or prohibit our ability to, among other things:

- incur additional indebtedness or issue disqualified stock or preferred stock;
- pay dividends or make other distributions, repurchase or redeem our stock or subordinated indebtedness or make certain investments;
- prepay, redeem or repurchase certain debt;
- sell assets and issue capital stock of our restricted subsidiaries;
- incur liens;
- enter into agreements restricting our restricted subsidiaries ability to pay dividends, make loans to other U.S. Concrete entities or restrict the ability to provide liens;
- enter into transactions with affiliates;
- consolidate, merge or sell all or substantially all of our assets;
- engage in certain sale/leaseback transactions; and
- with respect to the Indenture, designate our subsidiaries as unrestricted subsidiaries.

The restrictive covenants in the 2013 Loan Agreement also require us to maintain specified financial ratios and satisfy other financial condition tests in certain circumstances. See Description of Other Indebtedness.

These restrictions on our ability to operate our business could seriously harm our business by, among other things, limiting our ability to take advantage of financing, merger and acquisition and other corporate opportunities.

Various risks, uncertainties and events beyond our control could affect our ability to comply with these covenants and maintain these financial tests. Failure to comply with any of the covenants in our existing or future financing agreements could result in a default under those agreements and under other agreements containing cross-default provisions. A default would permit lenders to accelerate the maturity of the debt under these agreements and to foreclose upon any collateral securing the debt. Under these circumstances, we might not have sufficient funds or other resources to satisfy all of our obligations, including our obligations under the Notes. In addition, the limitations imposed by financing agreements on our ability to incur additional debt and to take other actions might significantly impair our ability to obtain other financing. We cannot assure you that we will be granted waivers or amendments to these agreements if for any reason we are unable to comply with these agreements, or that we will be able to refinance our debt on terms acceptable to us, or at all. In addition, an event of default under the 2013 Loan Agreement would permit the lenders under our Revolving Facility to terminate all commitments to extend further credit under that facility. Furthermore, if we were unable to repay the amounts due and payable under our Revolving Facility, those lenders could proceed against the collateral granted to them to secure that indebtedness.

As a result of these restrictions, we may be:

limited in how we conduct our business;

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unable to raise additional debt or equity financing to operate during general economic or business downturns; or

unable to compete effectively or to take advantage of new business opportunities.

These restrictions, along with restrictions that may be contained in agreements evidencing or governing other future indebtedness, may affect our ability to grow in accordance with our growth strategy.

Our failure to comply with the covenants contained in the 2013 Loan Agreement, the Indenture or any other indebtedness, including as a result of events beyond our control, could result in an event of default which could materially and adversely affect our operating results and our financial condition and, as a result, we may not be able to make payments on the Notes.

The Revolving Facility contains certain covenants, including compliance with a fixed charge coverage ratio if our Availability (as defined in the 2013 Loan Agreement) falls below a certain threshold. In addition, the Revolving Facility requires us to comply with various operational and other covenants. See Description of Other Indebtedness for a discussion of the financial covenants contained in the 2013 Loan Agreement. Agreements governing our other indebtedness may also contain various covenants. If there were an event of default under any of our debt instruments that was not cured or waived, the holders of the defaulted debt could cause all amounts outstanding with respect to the debt to be due and payable immediately. Our assets and cash flow may not be sufficient to fully repay all obligations under our outstanding debt instruments, either upon maturity or if accelerated upon an event of default. If we were required to repurchase the Notes or any of our other debt securities upon a change of control, we may not be able to refinance or restructure the payments on those debt securities. If, as or when required, we are unable to repay, refinance or restructure our indebtedness under, or amend the covenants contained in, the 2013 Loan Agreement, the lenders thereunder could elect to terminate their commitments thereunder, cease making further loans and institute foreclosure proceedings against the ABL Priority Collateral, which also secures the Notes on a second-priority basis. If, as or when required, we are unable to repay, refinance or restructure our indebtedness under, or amend the covenants contained in, the Indenture, the holders of the Notes could institute foreclosure proceedings against the Notes Priority Collateral, which also secures our obligations under the Revolving Facility on a second-priority basis. Any such actions could force us into bankruptcy or liquidation.

Moreover, the 2013 Loan Agreement provides the lenders considerable discretion to impose reserves or availability blocks, which could materially impair the amount of borrowings that would otherwise be available to us. There can be no assurance that the lenders under the Revolving Facility will not take such actions during the term of that facility and, further, were they to do so, the resulting impact of such actions could materially and adversely impair our ability to make interest payments on the Notes, among other matters.

Claims of holders of the Notes will be structurally subordinated to all obligations of our existing and future subsidiaries that are not and do not become guarantors of the Notes.

The Notes are fully and unconditionally guaranteed by each of our existing and future restricted subsidiaries that guarantees any obligations under our Revolving Facility or that guarantees certain of our other indebtedness or indebtedness of any guarantor (other than future foreign subsidiaries that guarantee only indebtedness of other foreign subsidiaries). Our subsidiaries that do not guarantee the Notes, including any future foreign restricted subsidiaries that guarantee only indebtedness incurred by another foreign subsidiary and any subsidiaries that we designate as unrestricted, will have no obligation, contingent or otherwise, to pay amounts due under the Notes or to make any funds available to pay those amounts, whether by dividend, distribution, loan or other payment. Claims of holders of the Notes will be structurally subordinated to all indebtedness and other obligations and liabilities of any nonguarantor

subsidiary such that in the event of insolvency, liquidation, reorganization, dissolution or other winding up of any such nonguarantor subsidiary, all of that subsidiary s creditors (including trade creditors) would be entitled to payment in full out of that subsidiary s assets before we would be entitled to any payment.

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In addition, our subsidiaries that provide, or will provide, guarantees of the Notes will be automatically released from those guarantees upon the occurrence of certain events, including the following:

- the designation of that subsidiary guarantor as an unrestricted subsidiary in accordance with the terms of the Indenture;
- the release or discharge of any guarantee or indebtedness that resulted in the creation of the guarantee of the Notes by such subsidiary guarantor (other than a release or discharge as a result of the payment of such indebtedness);
- the sale or other disposition of that subsidiary guarantor or the sale or other disposition of substantially all of the assets of the subsidiary guarantor, in each case, other than to us or another subsidiary guarantor and as permitted by the Indenture;
- satisfaction and discharge of the Indenture as described in the section titled Description of the Exchange Notes Satisfaction and Discharge or our exercise of our legal defeasance option or covenant defeasance option as described in the section titled Description of the Exchange Notes Defeasance.

If any subsidiary guarantee is released, no holder of the Notes will have a claim as a creditor against that subsidiary, and the indebtedness and other liabilities, including trade payables and preferred stock, if any, whether secured or unsecured, of that subsidiary will be structurally senior to the claim of any holders of the Notes. See Description of the Exchange Notes Guarantees.

The Indenture also permits us to designate certain of our subsidiaries as unrestricted subsidiaries, which subsidiaries would not be subject to the restrictive covenants in the Indenture. This means that these entities would be able to engage in many of the activities the Indenture restricts for us and our restricted subsidiaries, such as incurring substantial additional debt (secured or unsecured), making investments, selling, encumbering or disposing of substantial assets, entering into transactions with affiliates and entering into mergers or other business combinations among other activities. These actions could be detrimental to our ability to make payments when due and to comply with our other obligations under the Notes, and could reduce the amount of our assets that would be available to satisfy your claims should we default on the Notes. In addition, the initiation of bankruptcy or insolvency proceedings or the entering of a judgment against these entities, or their default under their other credit arrangements, will not result in a cross-acceleration of the Notes.

The Notes are secured by liens on the ABL Priority Collateral that are second in priority to the liens securing the Revolving Facility and any other first-priority lien obligations.

The Revolving Facility Obligations are secured by first-priority liens on the ABL Priority Collateral. The Notes and related guarantees have a second-priority lien on the ABL Priority Collateral. The Notes are also secured by first-priority liens on the Notes Priority Collateral. The Revolving Facility Obligations are secured by a second-priority lien on the Notes Priority Collateral.

With respect to the assets that constitute ABL Priority Collateral, the Notes are effectively junior to the Revolving Facility Obligations to the extent of the value of those assets, subject to certain limitations. See Description of the

Exchange Notes Security for the Notes Intercreditor Agreement. The Indenture also permits us to incur additional indebtedness secured by the ABL Priority Collateral on a basis senior to the Notes. The borrowings under our Revolving Facility and any such future indebtedness will be higher in priority as to the ABL Priority Collateral than the security interests on the same collateral securing the Notes and the guarantees. The rights of the holders of the Notes with respect to the collateral securing the Notes are limited pursuant to the terms of the Intercreditor Agreement. Under the terms of the Intercreditor Agreement and the Security Documents, the proceeds of any collection, sale, disposition or other realization in connection with the exercise of remedies against the ABL Priority Collateral (including distributions of cash, securities or other property on account of the value of such collateral in a bankruptcy, insolvency, reorganization or similar proceedings) will be applied first to repay any amounts due under the Revolving Facility (subject to the ABL Cap Amount) and other

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first-priority lien obligations, including any post-petition interest with respect thereto, certain hedging obligations relating to obligations under the Revolving Facility and certain cash management obligations of ours and the guarantors owed to the lenders under the Revolving Facility before the holders of the Notes receive any proceeds from the ABL Priority Collateral. Thus, the Notes and the guarantees are effectively subordinated to our and the guarantors indebtedness under the Revolving Facility and other first-priority lien obligations, as well as certain hedging and cash management obligations, with respect to the ABL Priority Collateral, to the extent of the value of the ABL Priority Collateral (subject to the ABL Cap Amount). Under the Intercreditor Agreement, the lenders under the Revolving Facility have the ability to restrict your right to proceed against the ABL Priority Collateral, subject to certain limitations and exceptions.

The ABL Priority Collateral secures the Notes on a second-priority basis and is subject to any and all exceptions, defects, encumbrances, liens and other imperfections as may be or have been accepted by the lenders under the Revolving Facility and any other holders of first-priority liens on such collateral from time to time, whether existing on or after the date the Notes were issued. The existence of such exceptions, limitations, imperfections and liens could adversely affect the value of such collateral.

There may not be sufficient collateral to pay all or any of the Notes.

The value at any time of the collateral securing the Notes will depend on market and other economic conditions, including the availability of suitable buyers. No appraisal of the value of the collateral was made in connection with the offering of the Initial Notes and no such appraisal will be made in connection with the exchange offer. The book value of our assets may not be indicative of the fair market value of such assets, which could be substantially lower. By their nature, some or all of the pledged assets may be illiquid and may have no readily ascertainable market value. The value of the assets pledged as collateral for the Notes could be impaired in the future as a result of changing economic conditions, our failure to implement our business strategy, competition or other future trends. In the event of a foreclosure, liquidation, bankruptcy or similar proceeding, the proceeds from any sale or liquidation of the collateral may not be sufficient to pay our obligations under the Notes, in full or at all, together with our obligations under any other indebtedness that is secured on an equal and ratable basis by a first-priority lien on the collateral.

The security interests in the collateral also are subject to practical problems generally associated with the realization of security interests in collateral. For example, the consent of a third party may be required to obtain or enforce a security interest in a contract. We cannot assure you that any such consent could be obtained. We also cannot assure you that the consents of any third parties will be given when and if required to facilitate a foreclosure on such assets. Accordingly, the Notes Collateral Agent may not have the ability to foreclose upon those assets and the value of the collateral may be significantly impaired. See also, The Notes are not secured by the capital stock of any of our subsidiaries, which may affect the ability to foreclose on assets.

Accordingly, there may not be sufficient collateral to pay all of the amounts due on the Notes. Any claim for the difference between the amount, if any, realized by holders of the Notes from the sale of collateral securing the Notes and the obligations under the Notes will rank equally in right of payment with all of our other unsecured unsubordinated indebtedness and other obligations, including trade payables.

To the extent that third parties enjoy prior liens, such third parties may have rights and remedies with respect to the property subject to such liens that, if exercised, could adversely affect the value of the collateral. The Indenture does not require that we maintain a current level of collateral or maintain a specific ratio of indebtedness to asset values. Releases of collateral from the liens securing the Notes are permitted under some circumstances. See Description of the Exchange Notes Security for the Notes Release of Collateral and There are circumstances, other than repayment or discharge of the Notes, under which the collateral securing the Notes and guarantees may be released automatically,

without your consent or the consent of the Trustee.

The Security Documents generally allow us and our subsidiaries to remain in possession of, retain exclusive control over, freely operate, and collect, invest and dispose of any income from, the collateral that secures the

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Notes. In addition, to the extent we sell any assets that constitute collateral, the proceeds from any such sale will be subject to the first-priority or second-priority lien, as applicable, that secure the Notes to which the underlying assets were subject. In addition, if we sell any of our assets that do not constitute Notes Priority Collateral and, with the proceeds from such sale, purchase assets that would not constitute collateral, the holders of the Notes would not receive a security interest in such purchased assets.

There are circumstances, other than repayment or discharge of the Notes, under which the collateral securing the Notes and guarantees may be released automatically, without your consent or the consent of the Trustee.

Under various circumstances, all or a portion of the collateral may be released automatically, including:

in whole upon:

satisfaction and discharge of the Indenture as described in Description of the Exchange Notes Satisfaction and Discharge ; or

our exercise of our legal defeasance option or covenant defeasance option as described in Description of the Exchange Notes Defeasance ;

in part, as to any property that (1) is sold, transferred or otherwise disposed of by us or any subsidiary guarantor (other than to us or another subsidiary guarantor) in a transaction not prohibited by the Indenture at the time of such sale, transfer or disposition or (2) is owned or at any time acquired by a subsidiary guarantor that has been released from its guarantee in accordance with the Indenture, concurrently with the release of such guarantee;

in whole or in part, as applicable, upon any release, sale or disposition (other than in connection with a cancellation or termination of the Revolving Facility) of ABL Priority Collateral pursuant to the terms of the Revolving Facility and the related security documents, subject to certain exceptions, resulting in the release of the lien on such ABL Priority Collateral; and

in whole or in part with the consent of the holders holding 66 2/3% or more of the principal amount of the Notes outstanding.

In addition, upon certain sales of the assets that comprise ABL Priority Collateral, we are required to repay amounts outstanding under the Revolving Facility, prior to repayment of any of our other indebtedness, including the Notes, with the proceeds of such collateral disposition.

The Indenture also permits us to designate one or more of our restricted subsidiaries that is a guarantor of the Notes as an unrestricted subsidiary. If we designate a subsidiary guarantor as an unrestricted subsidiary for purposes of the Indenture, all of the liens on any collateral owned by such subsidiary or any of its subsidiaries and any guarantees of the Notes by such subsidiary or any of its subsidiaries will be released under the Indenture. Designation of an unrestricted subsidiary will reduce the aggregate value of the collateral securing the Notes to the extent that liens on

the assets of the unrestricted subsidiary and its subsidiaries are released. In addition, the creditors of the unrestricted subsidiary and its subsidiaries will have a senior claim on the assets of such unrestricted subsidiary and its subsidiaries.

In most cases we have control over the collateral, and the sale of particular assets by us could reduce the pool of assets securing the Notes.

The Security Documents generally allow us and the guarantors to remain in possession of, to retain exclusive control over, to freely operate and to collect, invest and dispose of any income from, the collateral securing the Notes. For example, so long as no default or event of default under the 2013 Loan Agreement or the Indenture would result therefrom, we may, among other things, without any release or consent by the Trustee, conduct ordinary course activities with respect to the collateral, such as selling, abandoning, or otherwise disposing of the collateral and making ordinary course cash payments (including repayments of indebtedness).

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To the extent we sell or take actions that reduce the value of the collateral, it will reduce the pool of assets securing the Notes and the guarantees. Under certain circumstances we may be required to offer to repurchase the Notes with the proceeds from the sale of our assets. See Description of the Exchange Notes Certain Covenants Limitation on Sales of Assets and Subsidiary Stock.

The Intercreditor Agreement limits the rights of the holders of the Notes and their control with respect to the ABL Priority Collateral.

Under the terms of the Intercreditor Agreement, at any time that any obligations secured by first-priority liens on the ABL Priority Collateral are outstanding, any actions that may be taken in respect of the ABL Priority Collateral, including the ability to cause the commencement of enforcement proceedings against such collateral and to control the conduct of such proceedings, and the approval of amendments to and waivers of past defaults under, the related collateral documents, will be at the direction of the holders of the obligations secured by first-priority liens, including the Revolving Facility Obligations. The holders of the obligations secured by first-priority liens on the ABL Priority Collateral, including the Revolving Facility Obligations, will direct all such actions with respect to the ABL Priority Collateral, for so long as such obligations are outstanding. As a result, the Notes Collateral Agent under the Security Documents does not have the ability to control or direct such actions with respect to such collateral, even if the rights of the holders of Notes are adversely affected. Additionally, to the extent such collateral is released from securing the first-priority lien obligations (except in connection with the termination of the Revolving Facility), the second-priority liens securing the Notes will also automatically be released, subject to certain exceptions. See Description of the Exchange Notes Security for the Notes.

In addition, because the holders of the obligations secured by first-priority liens on the ABL Priority Collateral, including the Revolving Facility Obligations, control the disposition of such collateral, such holders could decide not to proceed against the ABL Priority Collateral, regardless of whether there is a default under the documents governing such indebtedness or under the Indenture. In such an event, subject to certain limited exceptions, the only remedy available to the holders of the Notes would be to sue for payment on the Notes and the related guarantees. The Indenture and the Intercreditor Agreement contain certain other provisions benefiting the holders of the obligations secured by first-priority liens on the ABL Priority Collateral, including the Revolving Facility Obligations, including provisions prohibiting the Notes Collateral Agent from objecting, following the filing of a bankruptcy petition, to a number of important matters regarding the ABL Priority Collateral or to certain financings to be provided to us. After such filing, the value of this collateral could materially deteriorate and holders of the Notes would be unable to raise an objection. In addition, the right of the holders of obligations secured by first-priority liens on the ABL Priority Collateral to foreclose upon and sell such collateral upon the occurrence of an event of default also would be subject to limitations under applicable bankruptcy laws if we or any of our subsidiaries become subject to a bankruptcy proceeding. In addition, the Intercreditor Agreement gives the holders of first-priority liens on the ABL Priority Collateral the right to access and to use the Notes Priority Collateral that secures the Notes to allow those holders to protect the ABL Priority Collateral and to process, store and dispose of the ABL Priority Collateral.

In addition, in the event of any insolvency or liquidation proceeding, if the lenders under the Revolving Facility desire to permit the use of cash collateral or to permit any debtor-in-possession (DIP) financing, the Notes Collateral Agent will, subject to certain exceptions, not be permitted to raise any objection to such cash collateral use or DIP financing. The Intercreditor Agreement limits the right of the Notes Collateral Agent to seek relief from the automatic stay in an insolvency proceeding or to seek or accept adequate protection from a bankruptcy court even though such holders rights with respect to the collateral are being affected. See Description of the Exchange Notes Intercreditor Agreement.

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The imposition of certain permitted liens will cause the assets on which such liens are imposed to be excluded from the collateral securing the Notes and the related guarantees. There are certain other categories of property that are also excluded from the collateral securing the Notes and the related guarantees.

The Indenture permits certain liens in favor of third parties to secure additional debt, including purchase money indebtedness and capitalized lease obligations, and any property or assets subject to such liens will be automatically excluded from the collateral securing the Notes and the related guarantees to the extent the agreements governing such indebtedness prohibit additional liens or require the consent of any third party to the imposition of such additional liens. Our ability to incur purchase money indebtedness and capitalized lease obligations is subject to the limitations as described under the caption Description of the Exchange Notes Certain Covenants Limitation on Indebtedness.

In addition, certain categories of assets are excluded from the collateral securing the Notes and the related guarantees, as described in the Security Documents. Excluded assets include, among other things:

- the capital stock of direct and indirect subsidiaries;
- leasehold interests in real property (except to the extent required to perfect a security interest in as-extracted collateral included in the collateral) and the proceeds thereof;
- while any Revolving Facility Obligations remain outstanding, those assets that would constitute ABL Priority Collateral but as to which the Revolving Facility Agent has not required a lien;
- items as to which a security interest cannot be granted without violating contract rights or applicable law;
- vehicles and other assets subject to a certificate of title (unless otherwise included in the ABL Priority Collateral); and
- other assets included in the definition of Excluded Assets. See Description of the Exchange Notes Certain Definitions.

Moreover, we will not be required to add any asset to the Collateral if the cost and/or burden of taking a security interest in such asset outweighs the benefits to be afforded thereby. If an event of default occurs and the Notes are accelerated, the Notes and the related guarantees will rank equally with the holders of other unsubordinated and unsecured indebtedness of the relevant entity with respect to such excluded property and junior to holders of indebtedness secured by a lien on such excluded assets. To the extent the claims of the holders of the Notes exceed the value of the assets securing the Notes and other liabilities, claims related to the excluded assets will rank equally with the claims of the holders of any other unsecured indebtedness. As a result, if the value of the assets pledged as security for the Notes is less than the value of the claims of the holders of the Notes, those claims may not be satisfied in full before the claims of our unsecured creditors are paid.

The Notes are not secured by the capital stock of any of our subsidiaries, which may affect the ability to foreclose on assets.

The Notes are not secured by a pledge of the stock of our direct and indirect subsidiaries. As a result, it may be more difficult, costly and time-consuming for holders of our Notes to foreclose on the assets of our subsidiaries, and the proceeds realized upon any such foreclosure could be significantly less than those that would have been received upon any sale of the capital stock of such subsidiary. Substantially all of our tangible assets are owned by our subsidiaries.

State law may limit the ability of the Notes Collateral Agent to foreclose on the real property and improvements included in the collateral.

The Notes are secured by, among other things, liens on owned real property and improvements in multiple U.S. jurisdictions. The laws of those states may limit the ability of the Notes Collateral Agent and the holders of

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the Notes to foreclose on the improved real property collateral located in those states. Laws of those states govern the perfection, enforceability and foreclosure of mortgage liens against real property interests that secure debt obligations such as the Notes. These laws may impose procedural requirements for foreclosure different from and necessitating a longer time period for completion than the requirements for foreclosure of security interests in personal property. Debtors may have the right to reinstate defaulted debt (even if it has been accelerated) before the foreclosure date by paying the past due amounts and a right of redemption after foreclosure. Governing laws may also impose security first and one form of action rules which can affect the ability to foreclose or the timing of foreclosure on real and personal property collateral regardless of the location of the collateral and may limit the right to recover a deficiency following a foreclosure.

The holders of the Notes, the Trustee and the Notes Collateral Agent also may be limited in their ability to enforce a breach of the no liens covenant. Some decisions of state courts have placed limits on a lender s ability to accelerate debt secured by real property upon breach of covenants prohibiting the creation of certain junior liens or leasehold estates or a secured lender may need to demonstrate that enforcement is reasonably necessary to protect against impairment of the lender s security or to protect against an increased risk of default. Although the foregoing court decisions may have been preempted, at least in part, by certain federal laws, the scope of such preemption, if any, is uncertain. Accordingly, a court could prevent the Trustee, the Notes Collateral Agent and the holders of the Notes from declaring a default and accelerating the Notes by reason of a breach of this covenant, which could have a material adverse effect on the ability of holders to enforce the covenant.

Your rights in the collateral may be adversely affected by the failure to create or perfect security interests in certain collateral on a timely basis or in certain collateral acquired in the future.

The Notes and the guarantees are secured on a first-priority basis by the Notes Priority Collateral, subject to certain exceptions and permitted collateral liens, and on a second-priority basis by the ABL Priority Collateral subject to certain exceptions and permitted liens. See Description of the Exchange Notes Security for the Notes. Applicable law requires that a security interest in certain tangible and intangible assets can only be properly perfected and its priority retained through certain actions undertaken by the secured party. The liens on the collateral securing the Notes may not be perfected with respect to the Notes if we or the Notes Collateral Agent fail to take the actions necessary to perfect those liens. In addition, there can be no assurance that the lenders under our Revolving Facility will take all actions necessary to create and properly perfect security interests in the ABL Priority Collateral, which may result in the loss of the priority of the security interest in favor of the holders of the Notes to which they would otherwise have been entitled. If a security interest is not perfected with respect to any portion of the collateral, the Notes and the guarantee may not be effectively secured by such collateral.

Applicable law requires that certain property and rights acquired after the grant of a general security interest can only be perfected at the time such property and rights are acquired and identified. We have limited obligations to perfect the security interest in the collateral in favor of the holders of the Notes. The Trustee or the Notes Collateral Agent may not monitor, and we may not inform the Trustee or the Notes Collateral Agent of, any future acquisition of property and rights that constitute collateral and, as a result, the necessary action may not be taken to properly perfect the security interest in such after acquired collateral. The Notes Collateral Agent will have no obligation to monitor the acquisition of additional property or rights that constitute collateral or the perfection of any security interest in favor of the Notes against third parties. Furthermore, certain actions are required to be taken periodically to maintain certain security interests granted in the collateral, and a failure to do so may result in the loss of the security interest in the collateral or the priority of the security interest in favor of the holders of the Notes against third parties.

The collateral is subject to casualty risks and potential environmental liabilities.

We maintain insurance or otherwise insure against hazards in a manner appropriate and customary for our business. There are, however, certain losses, including those due to fires, earthquakes, severe weather conditions

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and other natural disasters, that may be uninsurable or not economically insurable, in whole or in part. Insurance proceeds may not compensate us fully for our losses. We generally do not maintain insurance to cover environmental liabilities.

If there is a complete or partial loss of any of the collateral, the insurance proceeds may not be sufficient to satisfy all of our secured obligations, including the Notes, the related guarantees and the Revolving Facility Obligations.

In the event of a total or partial loss to any of our facilities, certain items of equipment or inventory may not be easily replaced. Accordingly, even though there may be insurance coverage, the extended period needed to manufacture or obtain replacement units or inventory could cause significant delays and any such delay could further decrease the value of the other collateral.

Moreover, the Notes Collateral Agent may need to evaluate the impact of potential liabilities before determining to foreclose on collateral consisting of real property because secured creditors that hold a security interest in real property may, in limited circumstances, be held liable under environmental laws for the costs of remediating the release or threatened release of hazardous substances at such real property. Consequently, such agent may decline to foreclose on such collateral or exercise remedies in respect thereof if it does not receive indemnification to its satisfaction from the holders of the Notes. Under certain circumstances where the Notes Collateral Agent fails to qualify for liability exemptions available to secured creditors, cleanup costs could become a liability of the Notes Collateral Agent, and, if the holders of the Notes have agreed to indemnify the Notes Collateral Agent, such holders of the Notes could be required to help repay those costs. If the holders of the Notes have agreed to this indemnification without sufficient limitations and such costs were to become high enough, such holders of the Notes could be required to pay the Notes Collateral Agent an amount that is greater than the amount such holders of the Notes paid for the Notes.

Federal and state fraudulent transfer laws may allow a court, under specific circumstances, to void the guarantees or the grant or perfection of liens on collateral and, if that occurs, you may not receive any payments on the Notes.

Federal and state fraudulent transfer and conveyance statutes may apply to the issuance of the Notes, the incurrence of the guarantees of the Notes and the grant and perfection of liens on collateral. Under the federal bankruptcy law and comparable provisions of state fraudulent transfer laws, the Notes or the guarantees thereof (or the grant or perfection of liens on collateral securing any such obligations) could be voided as a fraudulent transfer or conveyance, or claims in respect of the Notes or any guarantee could be subordinated to our and the guarantors other debts, if we or any of the guarantors, as applicable, (1) issued the Initial Notes, incurred the guarantees or granted or perfected the liens with the intent of hindering, delaying or defrauding creditors or (2) received less than reasonably equivalent value or fair consideration for the either issuing the Initial Notes, incurring the guarantees or granting or perfecting the liens and, in the case of (2) only, one of the following is also true at the time thereof:

- we or any of the guarantors, as applicable, were insolvent or rendered insolvent by reason of the issuance of the Initial Notes, the incurrence of the guarantees, or the grant and perfection of liens on collateral;

- the issuance of the Initial Notes or the incurrence of the guarantees left us or any of the guarantors, as applicable, with an unreasonably small amount of capital or assets to carry on business or any transactions;

we or any of the guarantors intended to, or believed that we or such guarantor would, incur debts beyond our or the guarantor s ability to pay as they mature; or

we or any of the guarantors were a defendant in an action for money damages, or had a judgment for money damages docketed against us or the guarantor if, in either case, the judgment is unsatisfied after final judgment.

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As a general matter, value is given for a transfer or an obligation if, in exchange for the transfer or obligation, property is transferred or a valid antecedent debt is secured or satisfied. A court would likely find that a guarantor did not receive reasonably equivalent value or fair consideration for its guarantee to the extent that the guarantor did not obtain a reasonably equivalent benefit directly or indirectly from the issuance of the Initial Notes. The measures of insolvency for purposes of these fraudulent transfer laws will vary depending upon the law applied in any proceeding to determine whether a fraudulent transfer has occurred. Generally, however, a guarantor would be considered insolvent if:

- the sum of its debts, including contingent liabilities and unliquidated liabilities, was greater than the fair saleable value of all of its assets;
- the present fair saleable 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; or
- it could not pay its debts as they become due.

We cannot assure you as to what standard a court would apply in determining whether a guarantor would be considered to be insolvent or, regardless of the standard that a court uses, we cannot be certain as to whether the Notes or the guarantees would be subordinated to our or any of our guarantors other debt. If a court determined that we or any of the guarantors were insolvent after giving effect to the issuance of the Initial Notes, the incurrence of a guarantee or the grant or perfection of a lien, it could void the payment obligations under the Notes, that guarantee or the lien or subordinate the Notes or that guarantee to our or the applicable guarantor s presently existing and future indebtedness or require you to return any payments received with respect to such guarantee. Further, the avoidance of the Notes could result in an event of default with respect to our and our subsidiaries other debt that could result in acceleration of that debt.

Finally, as a court of equity, the bankruptcy court may subordinate the claims in respect of the Notes to other claims against us under the principle of equitable subordination, if the court determines that: (1) the holder of Notes engaged in some type of inequitable conduct; (2) that inequitable conduct resulted in injury to our other creditors or conferred an unfair advantage upon the holders of Notes; and (3) equitable subordination is not inconsistent with the provisions of Title 11 of the United States Code (the Bankruptcy Code).

The amount that can be collected under any future guarantees will be limited.

Any future guarantee will be limited to the maximum amount that can be guaranteed by a particular guarantor without rendering the future guarantee, as it relates to that future guarantor, voidable. In general, the maximum amount that can be guaranteed by a particular future guarantor may be significantly less than the principal amount of the Notes.

Bankruptcy laws may limit your ability to realize value from the collateral.

The right of the Notes Collateral Agent to repossess and dispose of the collateral upon the occurrence of an event of default under the Indenture is likely to be significantly impaired by applicable bankruptcy law if a bankruptcy case were to be commenced by or against us before the Notes Collateral Agent repossessed and disposed of the collateral. Upon the commencement of a case under the Bankruptcy Code, an automatic stay goes into effect which, among other

things, will prohibit (1) a secured creditor such as the Notes Collateral Agent from repossessing its security from a debtor in a bankruptcy case, or from disposing of security repossessed from such debtor, without bankruptcy court approval, which may not be given, (2) the commencement or continuation of any action or proceeding against the debtor that was or could have been commenced before the commencement of the bankruptcy case to recover a claim against the debtor that arose before the commencement of the bankruptcy case; (3) any act to create, perfect or enforce any lien against property of the bankruptcy estate and (4) any act to collect or recover a claim against the debtor that arose before the commencement of the bankruptcy case. Moreover, the Bankruptcy Code permits the debtor to continue to retain and use collateral even

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though the debtor is in default under the applicable debt instruments, provided that the secured creditor is given adequate protection. The meaning of the term adequate protection may vary according to circumstances, but it is intended in general to protect the value of the secured creditor s interest in the collateral as of the commencement of the bankruptcy case and may include cash payments or the granting of additional security if and at such times as the bankruptcy court in its discretion determines that the value of the secured creditor s interest in the collateral is declining during the pendency of the bankruptcy case. A bankruptcy court may determine that a secured creditor may not require compensation for a diminution in the value of its collateral if the value of the collateral exceeds the debt it secures.

In view of the lack of a precise definition of the term adequate protection and the broad discretionary power of a bankruptcy court, it is impossible to predict:

- whether payment under the Notes would be made following commencement of and during a bankruptcy case;
- how long payments under the Notes could be delayed following commencement of and during a bankruptcy case;
- whether or when the Notes Collateral Agent could repossess or dispose of the collateral;
- the value of the collateral at the time of the bankruptcy petition; or
- whether or to what extent holders of the Notes would be compensated for any delay in payment or loss of value of the collateral through the requirement of adequate protection.

A creditor may seek relief from the stay from the bankruptcy court to take any of the acts described above that would otherwise be prohibited by the automatic stay. The bankruptcy court has broad discretionary powers in determining whether to grant a creditor relief from the stay.

Any disposition of the collateral during a bankruptcy case would also require permission from the bankruptcy court. Furthermore, in the event a bankruptcy court determines the value of the collateral is not sufficient to repay all amounts due in respect of the Revolving Facility Obligations and the Notes, the holders of the Notes would hold a secured claim to the extent of the value of the collateral to which the holders of the Notes are entitled (after the application of proceeds of the collateral securing Revolving Facility Obligations on a first-priority basis) and unsecured claims with respect to such shortfall. The Bankruptcy Code only permits the payment and accrual of post-petition interest, costs and attorney s fees to a secured creditor during a debtor s bankruptcy case to the extent the value of its collateral is determined by the bankruptcy court to exceed the aggregate outstanding principal amount of the obligations secured by the collateral.

Any future pledge of collateral may be avoidable in bankruptcy.

Any future pledge of collateral in favor of the Trustee or the Notes Collateral Agent, for the benefit of the holders of the Notes, including pursuant to any security documents delivered after the date of the Indenture, may be avoidable by

the pledgor (as debtor in possession) or by its trustee in bankruptcy or other third parties if certain events or circumstances exist or occur, including, among others, if (1) the pledgor is insolvent at the time of the pledge; (2) the pledge permits the holders of the Notes to receive a greater recovery than if the pledge had not been given; and (3) a bankruptcy proceeding in respect of the pledgor is commenced within 90 days following the pledge, or, in certain circumstances, a longer period. Liens recorded or perfected after the issuance of the Initial Notes may be treated under bankruptcy law as if they were delivered to secure previously existing indebtedness. In bankruptcy proceedings commenced within 90 days of lien perfection, a lien given to secure previously existing indebtedness is materially more likely to be avoided as a preference by the bankruptcy court than if delivered and promptly recorded on the issue date of the indebtedness that the lien secures.

Accordingly, if we or any guarantor were to file for bankruptcy protection and any liens had been perfected less than 90 days before commencement of such bankruptcy proceeding, such liens securing the Notes may be

particularly subject to challenge as a result of having been delivered after the issuance of the Initial Notes. To the extent that such challenge succeeded, the holders of the Notes would lose the benefit of the security that the collateral was intended to provide.

The value of the collateral securing the Notes may not be sufficient to secure post-petition interest or costs or attorneys fees during bankruptcy.

In the event of a bankruptcy, liquidation, dissolution, reorganization or similar proceeding against us, holders of the Notes will only be entitled to post-petition interest and costs and attorneys fees under the Bankruptcy Code to the extent that the value of their security interest in the collateral is greater than their pre-bankruptcy claim. Holders of the Notes that have a security interest in the collateral with a value equal to or less than their pre-bankruptcy claim will not be entitled to post-petition interest and costs and attorneys fees under the Bankruptcy Code. As explained in the risk factors The Notes are secured by liens on the ABL Priority Collateral that are second in priority to the liens securing the Revolving Facility and any other first-priority lien obligations and There may not be sufficient collateral to pay all or any of the Notes, no appraisal of the fair market value of the collateral was prepared in connection with the offering of the Initial Notes and no such appraisal will be prepared in connection with the exchange offer.

The waiver in the Intercreditor Agreement of rights of marshalling may adversely affect the recovery rates of holders of the Notes in a bankruptcy or foreclosure scenario.

The Notes and the guarantees are secured on a second-priority lien basis by the ABL Priority Collateral. The Intercreditor Agreement provides that, at any time holders of the Notes hold a second-priority lien on the collateral where a first-priority lien on such collateral exists, the Trustee and the Notes Collateral Agent may not assert or enforce any right of marshaling accorded to a junior lienholder, as against the holders of such indebtedness secured by first-priority liens in the ABL Priority Collateral. Without this waiver of the right of marshaling, holders of such indebtedness secured by first-priority liens in the ABL Priority Collateral would likely be required to liquidate collateral on which the Notes did not have a lien, if any, prior to liquidating the collateral, thereby maximizing the proceeds of the collateral that would be available to repay our obligations under the Notes. As a result of this waiver, the proceeds of sales of the ABL Priority Collateral could be applied to repay any indebtedness secured by first-priority liens in the ABL Priority Collateral before applying proceeds of other collateral securing indebtedness, and the holders of Notes may recover less than they would have if such proceeds were applied in the order most favorable to the holders of the Notes.

The use of a collateral agent may diminish the rights that a secured creditor would otherwise have with respect to the collateral.

The collateral is held in the name of the Notes Collateral Agent for the benefit of the holders of the Notes. The Notes Collateral Agent effectively controls actions with respect to collateral (subject to the rights of the holders of the obligations secured by first-priority liens on the ABL Priority Collateral, including the Revolving Facility Obligations with respect to ABL Priority Collateral), which may impair the rights that a holder of the Notes would otherwise have as a secured creditor. The Notes Collateral Agent may take actions that a holder of the Notes disagrees with or fail to take actions that a holder of the Notes wishes to pursue. Furthermore, the Notes Collateral Agent may fail to act in a timely manner, which could impair the recovery of holders of the Notes. In certain circumstances, the Security Documents and the Intercreditor Agreement provide that the Revolving Facility Agent will act as bailee or agent on behalf of both the lenders under the Revolving Facility and the Notes in respect of certain ABL Priority Collateral. Although such agreements provide for such arrangements, there is no assurance that these arrangements will be upheld in certain jurisdictions. In addition, the Revolving Facility Agent may be subject to conflicts of interest due to its role as bailee or agent on behalf of competing classes of creditors. The holders of the Notes have limited rights

against the Revolving Facility Agent.

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Lien searches may not have revealed all liens on the collateral.

We cannot guarantee that the lien searches on the collateral securing the Notes revealed any or all existing liens on such collateral. Any existing lien, including undiscovered liens, could be significant, could be prior in ranking to the liens securing the Notes and could have an adverse effect on the ability of the Notes Collateral Agent to realize or foreclose upon the collateral securing the Notes.

An event that adversely affects the value of the Notes may occur, and that event may not constitute a Change of Control.

Some significant restructuring transactions may not constitute a Change of Control (as defined and described in Description of the Exchange Notes Change of Control), in which case we would not be obligated to repurchase the Notes.

Upon the occurrence of a Change of Control, holders of the Notes will have the right to require us to repurchase their Notes. However, the definition of Change of Control is limited to only certain transactions or events. Therefore, the Change of Control provisions will not afford protection to holders of the Notes in the event of other transactions or events that do not constitute a Change of Control but that could nevertheless adversely affect the Notes. For example, transactions such as leveraged recapitalizations, refinancings, restructurings, asset sales, mergers or acquisitions initiated by us may not constitute a Change of Control requiring us to repurchase the Notes. In the event of any such transaction, the holders would not have the right to require us to repurchase the Notes, even though each of these transactions could increase the amount of our indebtedness, or otherwise adversely affect our capital structure or any credit ratings or otherwise adversely affect the value of the Notes. See Description of the Exchange Notes Change of Control.

We may not be able to repurchase the Notes upon a Change of Control.

If we experience a Change of Control, we may be required to offer to repurchase all outstanding Notes at 101% of their principal amount plus accrued and unpaid interest, if any. Additionally, under the 2013 Loan Agreement, a Change in Control (as defined therein) will constitute an event of default that permits the lenders to accelerate the maturity of borrowings under the 2013 Loan Agreement and terminate their commitments to lend. The source of funds for any such purchase of the Notes and repayment of borrowings under the 2013 Loan Agreement will be our available cash or cash generated from the operations of our subsidiaries or other sources, including borrowings, sales of assets or sales of equity or debt securities. We may not be able to repurchase the Notes upon a Change of Control because we may not have sufficient financial resources to purchase all of the Notes that are tendered following a Change of Control. In addition, the terms of the 2013 Loan Agreement or other outstanding indebtedness may prohibit us from repurchasing Notes upon a Change of Control. Our failure to repurchase the Notes upon a Change of Control could cause a default under the Indenture and could lead to a cross default under the Revolving Facility. Additionally, using available cash to fund the potential consequences of a Change of Control may impair our ability to obtain additional financing in the future, which could negatively impact our ability to conduct our business operations. In order to avoid the obligations to repurchase the Notes and events of default and potential breaches of the 2013 Loan Agreement, we may have to avoid certain Change of Control transactions that would otherwise be beneficial to us. See Description of the Exchange Notes Change of Control.

Holders of the Notes may not be able to determine when a Change of Control giving rise to their right to have the Notes repurchased has occurred following a sale of substantially all of our assets.

The definition of Change of Control in the Indenture includes a phrase relating to the sale of all or substantially all of our assets. There is no precise established definition of the phrase substantially all under applicable law. Accordingly, the ability of a holder of the Notes to require us to repurchase its Notes as a result of a sale of less than all our assets to another person may be uncertain.

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USE OF PROCEEDS

This exchange offer is intended to satisfy our obligations under the registration rights agreement among us and the initial purchasers of the Initial Notes. We will not receive any cash proceeds from the issuance of the Exchange Notes. In consideration for issuing the Exchange Notes as contemplated by this prospectus, we will receive Initial Notes in like principal amount. The form and terms of the Initial Notes are the same in all material respects as the form and terms of the Exchange Notes except that the Exchange Notes have been registered under the Securities Act and will not contain restrictions on transfer, registration rights, or provisions for additional interest. The Initial Notes surrendered in exchange for the Exchange Notes will be retired and cancelled and cannot be reissued. Accordingly, issuance of the Exchange Notes will not change our outstanding indebtedness.

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THE EXCHANGE OFFER

Purpose and Effect of the Exchange Offer

In connection with the issuance of the Initial Notes, we, our subsidiary guarantors and the initial purchasers entered into a registration rights agreement that provides for the exchange offer. The registration statement of which this prospectus forms a part was filed in compliance with our obligations under the registration rights agreement. The registration rights agreement relating to the Initial Notes is incorporated by reference as an exhibit to the registration statement of which this prospectus is a part. Under the registration rights agreement relating to the Initial Notes, we agreed that we would use our commercially reasonable efforts to:

- file a registration statement on an appropriate registration form with respect to a registered offer to exchange the Initial Notes for Exchange Notes that are guaranteed by our subsidiary guarantors with terms substantially identical in all material respects to the Initial Notes (except that the Exchange Notes will not contain restrictions on transfer, registration rights, or provisions for additional interest); and

- cause the registration statement to be declared effective under the Securities Act.

After the SEC declares the exchange offer registration statement effective, we have agreed to offer the Exchange Notes and the related Subsidiary Guarantees in return for the Initial Notes. The exchange offer will remain open for at least 20 business days (or longer if required by applicable law). For each Initial Note surrendered to us under the exchange offer, the Holders of such Initial Note will receive an Exchange Note of equal principal amount. Interest on each Exchange Note will accrue (1) from the last interest payment date on which interest was paid on the Initial Note surrendered in exchange therefor or (2) if no interest has been paid on the Initial Note, from November 22, 2013.

A holder of the Initial Notes that wishes to participate in the exchange offer is required to make certain representations to us (as described below). We have agreed to use our commercially reasonable efforts to complete the exchange offer for the Initial Notes not later than 60 days after the exchange offer registration statement becomes effective. Under existing interpretations of the SEC contained in several no-action letters to third parties, the Exchange Notes will generally be freely transferable after the exchange offer without further registration under the Securities Act, except that any broker-dealer that participates in the exchange must deliver a prospectus meeting the requirements of the Securities Act when it resells the Exchange Notes. In addition, under applicable interpretations of the staff of the SEC, our affiliates will not be permitted to exchange their Initial Notes for registered notes in the exchange offer.

We have agreed to make available, for 180 days after the completion of the exchange offer (or until all participating broker-dealers have sold all of their Exchange Notes and the exchange offer has been completed), a prospectus meeting the requirements of the Securities Act for use by participating broker-dealers and other persons, if any, with similar prospectus delivery requirements for use in connection with any resale of Exchange Notes. Initial Notes not tendered in the exchange offer will bear interest at 8.5% per annum and will be subject to all the terms and conditions specified in the Indenture, including transfer restrictions, but will not retain any rights under the registration rights agreement (including with respect to increases in annual interest rate described below) after the completion of the exchange offer.

If we determine that a registered exchange offer is not available or may not be completed as soon as practicable after the last date for acceptance of Initial Notes for exchange because it would violate any applicable law or applicable interpretations of the staff of the SEC or, if the exchange offer is not for any other reason completed by October 18,

2014, or, in certain circumstances, any initial purchaser so requests in connection with any offer or sale of Initial Notes, we and our subsidiary guarantors will use our commercially reasonable efforts to file and to have become effective a shelf registration statement relating to resales of the Initial Notes and to keep that shelf registration statement effective until the earlier of (1) one year following the date the shelf registration statement is declared effective and (2) the date that the Initial Notes cease to be registrable securities . We and subsidiary guarantors will, in the event of such a shelf registration, provide to each

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participating holder of the Initial Notes copies of a prospectus, notify each participating holder of the Initial Notes when the shelf registration statement has become effective and take certain other actions to permit resales of the Initial Notes. A holder of registrable securities that sells Initial Notes under the shelf registration statement generally will be (1) required to make certain representations to us (as described in the registration rights agreement), (2) required to be named as a selling security holder in the related prospectus and to deliver a prospectus to purchasers, (3) subject to certain of the civil liability provisions under the Securities Act in connection with those sales and (4) bound by the provisions of the registration rights agreement that are applicable to such a holder of registrable securities (including certain indemnification obligations). Holders of registrable securities will also be required to suspend their use of the prospectus included in the shelf registration statement under specified circumstances upon receipt of notice from us.

If a registration default (as defined in the registration rights agreement) occurs with respect to registrable securities, then additional interest shall accrue on the principal amount of the Initial Notes that are registrable securities at a rate of 0.25% per annum for the first 90-day period beginning on the day immediately following such registration default (which rate will be increased by an additional 0.25% per annum for each subsequent 90-day period that such additional interest continues to accrue, provided that the rate at which such additional interest accrues may in no event exceed 1.00% per annum). The additional interest will cease to accrue when the registration default is cured. A registration default occurs if (1) except in the event that a registered exchange offer is not available because it would violate any applicable law or applicable interpretations of the staff of the SEC, we have not exchanged Exchange Notes for all Initial Notes validly tendered in accordance with the terms of the exchange offer on or prior to October 18, 2014 or, if a shelf registration statement is required and is not declared effective, on or prior to the later of (a) October 18, 2014 and (b) the 90th day after delivery of a shelf registration request or (2) if applicable, a shelf registration statement covering resales of the Initial Notes has been declared effective and such shelf registration statement ceases to be effective or the prospectus contained therein ceases to be usable for resales of registrable securities at any time during the required effectiveness period, and such failure to remain effective or be usable (a) exists for more than 45 days (whether or not consecutive) in any 12-month period, or (b) occurs on more than two occasions in any 12-month period during the required effectiveness period. A registration default is cured with respect to the Initial Notes, and additional interest ceases to accrue on any registrable securities, when the exchange offer is completed or the shelf registration statement is declared effective, or when the shelf registration statement again becomes effective or the prospectus again becomes usable, as applicable.

The registration rights agreement defines registrable securities initially to mean the Initial Notes. Initial Notes will cease to be registrable securities upon the earliest to occur of (1) when a registration statement with respect to such Initial Notes has become effective under the Securities Act and such Initial Notes have been exchanged or disposed of pursuant to such registration statement; (2) when such Initial Notes cease to be outstanding; or (3) except in the case of Initial Notes that otherwise remain registrable securities and that are held by an initial purchaser and that are ineligible to be exchanged in the exchange offer, when the exchange offer is completed.

Any amounts of additional interest due will be payable in cash on the same original interest payment dates as interest on the Initial Notes is payable.

Terms of the Exchange Offer

Subject to the terms and conditions described in this prospectus and in the letter of transmittal, we will accept for exchange any Initial Notes properly tendered and not withdrawn prior to 5:00 p.m., New York City time, on the expiration date. We will issue Exchange Notes in a principal amount equal to the principal amount of Initial Notes surrendered in the exchange offer. Initial Notes may be tendered only for Exchange Notes and only in minimum denominations of $2,000 and integral multiples of $1,000 in excess thereof.

The exchange offer is not conditioned upon any minimum aggregate principal amount of Initial Notes being tendered for exchange.

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As of the date of this prospectus, $200,000,000 in aggregate principal amount of the Initial Notes is outstanding. This prospectus and the letter of transmittal are being sent to DTC, as the sole registered holder of Initial Notes, and to its direct participants whom we can identify as holding Initial Notes. There will be no fixed record date for determining registered holders of Initial Notes entitled to participate in the exchange offer.

We intend to conduct the exchange offer in accordance with 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. Initial Notes not tendered for exchange in the exchange offer will remain outstanding and continue to accrue interest. These Initial Notes will continue to be entitled to the rights and benefits such holders have under the Indenture relating to the Initial Notes.

We will be deemed to have accepted for exchange properly tendered Initial 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 purposes of receiving the Exchange Notes from us.

If you tender Initial Notes in the exchange offer, you will not be required to pay brokerage commissions or fees or, subject to the letter of transmittal, transfer taxes with respect to the exchange of Initial 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 Fees and Expenses for more details regarding fees and expenses incurred in connection with the exchange offer.

We will return any Initial Notes that we do not accept for exchange for any reason without expense to their tendering holder promptly 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 , 2014, unless, in our sole discretion, we extend it.

Extensions, Delays in Acceptance, Termination or Amendment

We expressly reserve the right, at any time or various times, to extend the period of time during which the exchange offer is open. We may delay acceptance of any Initial Notes by giving oral or written notice of such extension to their holders at any time until the exchange offer expires or terminates. During any such extensions, all Initial Notes previously tendered will remain subject to the exchange offer, and we may accept them for exchange.

In order to extend the exchange offer, we will notify the exchange agent orally or in writing of any extension. We will notify the registered holders of Initial Notes of the extension no later than 9:00 a.m., New York City time, on the business day after the previously scheduled expiration date.

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

delay accepting for exchange any Initial Notes;

extend the exchange off; or

terminate the exchange offer;

by giving oral or written notice of such 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.

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Any such delay in acceptance, extension, termination or amendment will be followed promptly by oral or written notice thereof to the registered holders of Initial Notes. If we amend the exchange offer in a manner that we determine to constitute a material change, we will promptly disclose such amendment by means of a prospectus supplement. The prospectus supplement will be distributed to the registered holders of the Initial Notes. Depending upon the significance of the amendment and the manner of disclosure to the registered holders, we may extend the exchange offer. In the event of a material change in the exchange offer, including the waiver by us of a material condition, we will extend the exchange offer period, if necessary, so that at least five business days remain in the exchange offer period following notice of the material change.

Conditions to the Exchange Offer

We will not be required to accept for exchange, or exchange any Exchange Notes for, any Initial Notes if the exchange offer, or the making of any exchange by a holder of Initial Notes, would violate applicable law or any applicable interpretation of the staff of the SEC. Similarly, we may terminate the exchange offer as provided in this prospectus before accepting Initial Notes for exchange in the event of such a potential violation.

In addition, we will not be obligated to accept for exchange the Initial Notes of any holder that has not made to us the representations described under Purpose and Effect of the Exchange Offer, Procedures for Tendering Initial Notes and Plan of Distribution and such other representations as may be reasonably necessary under applicable SEC rules, regulations or interpretations to allow us to use an appropriate form to register the issuance of the Exchange Notes under the Securities Act.

We expressly reserve the right to amend or terminate the exchange offer, and to reject for exchange any Initial Notes not previously accepted for exchange, upon the occurrence of any of the conditions to the exchange offer specified above. We will give prompt oral or written notice of any extension, amendment, non-acceptance or termination to the holders of the Initial 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 prior to the expiration of the exchange offer. If we fail at any time to exercise any of these rights, this failure will not mean that we have waived our rights. Each such right will be deemed an ongoing right that we may assert at any time or at various times prior to the expiration of the exchange offer.

In addition, we will not accept for exchange any Initial Notes tendered, and will not issue Exchange Notes in exchange for any such Initial Notes, if at such time any stop order has been threatened or is in effect with respect to the registration statement of which this prospectus constitutes a part or the qualification of the Indenture relating to the Notes under the Trust Indenture Act of 1939, as amended (the Trust Indenture Act).

Procedures for Tendering Initial Notes

In order to participate in the exchange offer, you must properly tender your Initial Notes to the exchange agent as described below. We will only issue Exchange Notes in exchange for Initial Notes that you timely and properly tender. Therefore, you should allow sufficient time to ensure timely delivery of the Initial Notes, and you should follow carefully the instructions on how to tender your Initial Notes. It is your responsibility to properly tender your Initial Notes. We have the right to waive any defects. However, we are not required to waive defects and are not required to notify you of defects in your tender.

If you have any questions or need help in exchanging your Initial Notes, please contact the exchange agent whose address and telephone number are set forth below under Exchange Agent .

All of the Initial Notes were issued in book-entry form, and all of the Initial Notes are currently represented by global certificates registered in the name of the nominee of DTC. We have confirmed with DTC that the Initial Notes may be tendered using the ATOP procedures. The exchange agent will establish an account with DTC for purposes of the exchange offer promptly after the commencement of the exchange offer, and DTC

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participants may electronically transmit their acceptance of the exchange offer by causing DTC to transfer their Initial Notes to the exchange agent using the ATOP procedures. In connection with the transfer, DTC will send an agent s message to the exchange agent. The agent s message will state that DTC has received instructions from the participant to tender Initial Notes and that the participant agrees to be bound by the terms of the letter of transmittal.

By using the ATOP procedures to exchange Initial Notes, you will not be required to deliver a letter of transmittal to the exchange agent. However, you will be bound by its terms just as if you had signed it.

There is no procedure for guaranteed late delivery of the Initial Notes.

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 Initial Notes and withdrawal of tendered Initial Notes. Our determination will be final and binding. We reserve the absolute right to reject any Initial Notes not properly tendered or any Initial Notes our acceptance of which would, in the opinion of our counsel, be unlawful. We also reserve the right to waive any defect, irregularities or conditions of tender as to particular Initial 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, all defects or irregularities in connection with tenders of Initial Notes must be cured within such time as we shall determine. Although we intend to notify holders of defects or irregularities with respect to tenders of Initial Notes, neither we, the exchange agent nor any other person will incur any liability for failure to give such notification. Tenders of Initial Notes will not be deemed made until such defects or irregularities have been cured or waived. Any Initial 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 of the exchange offer.

When We Will Issue Exchange Notes

In all cases, we will issue Exchange Notes for Initial Notes that we have accepted for exchange under the exchange offer only after the exchange agent timely receives:

a book-entry confirmation of such Initial Notes into the exchange agent s account at DTC; and

a properly transmitted agent s message.

Return of Initial Notes Not Accepted or Exchanged

If we do not accept any tendered Initial Notes for exchange or if Initial Notes are submitted for a greater principal amount than the holder desires to exchange, the unaccepted or non-exchanged Initial Notes will be returned without expense to their tendering holder. Such non-exchanged Initial Notes will be credited to an account maintained with DTC. These actions will occur as soon as practicable after the expiration or termination of the exchange offer.

Your Representations to Us

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

any Exchange Notes that you receive will be acquired in the ordinary course of your business;

you are not engaged in, and do not intend to engage in, the distribution of the Exchange Notes;

you have no arrangement or understanding with any person or entity to participate in the distribution of the Exchange Notes;

you are not an affiliate of ours, as defined in Rule 405 of the Securities Act, or, if you are an affiliate, you will comply with any applicable registration and prospectus delivery requirements of the Securities Act; and

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if you are a broker-dealer that will receive Exchange Notes for your own account in exchange for Initial Notes, you acquired those notes as a result of market-making activities or other trading activities and you will deliver a prospectus (or, to the extent permitted by law, make available a prospectus) in connection with any resale of such Exchange Notes.

Withdrawal of Tenders

Except as otherwise provided in this prospectus, you may withdraw your tender at any time prior to 5:00 p.m., New York City time, on the expiration date. For a withdrawal to be effective, you must comply with the appropriate procedures of DTC s ATOP system. Any notice of withdrawal must specify the name and number of the account at DTC to be credited with withdrawn Initial Notes and otherwise comply with the procedures of DTC.

We will determine 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 Initial Notes so withdrawn not to have been validly tendered for exchange for purposes of the exchange offer.

Any Initial Notes that have been tendered for exchange but are not exchanged for any reason will be credited to an account maintained with DTC for the Initial Notes. This crediting will take place as soon as practicable after withdrawal, rejection of tender or termination of the exchange offer. You may retender properly withdrawn Initial Notes by following the procedures described under Procedures for Tendering Initial Notes above at any time prior to 5:00 p.m., New York City time, on the expiration date of the exchange offer.

Fees and Expenses

We will bear the expenses of soliciting tenders. The principal solicitation is being made through the applicable procedures of DTC; however, we may make additional solicitation by facsimile, telephone, electronic mail 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 will pay the cash expenses to be incurred in connection with the exchange offer. They include:

all registration and filing fees and expenses;

all fees and expenses of compliance with federal securities and state blue sky or securities laws;

accounting and legal fees, disbursements and printing, messenger and delivery services, and telephone costs; and

related fees and expenses.

Transfer Taxes

We will pay all transfer taxes, if any, applicable to the exchange of Initial Notes under the exchange offer. The tendering holder, however, will be required to pay any transfer taxes, whether imposed on the registered holder or any other person, if a transfer tax is imposed for any reason other than the exchange of Initial Notes under the exchange offer.

Consequences of Failure to Exchange

If you do not exchange your Initial Notes for the Exchange Notes in the exchange offer, you will remain subject to restrictions on transfer of the Initial Notes:

as set forth in the legend printed on the Initial Notes as a consequence of the issuance of the Initial Notes pursuant to the exemptions from, or in transactions not subject to, the registration requirements of the Securities Act and applicable state securities laws; and

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as otherwise set forth in the offering memorandum distributed in connection with the private offering of the Initial Notes.

In general, you may not offer or sell the Initial Notes unless they are registered under the Securities Act or if the offer or sale is exempt from registration under the Securities Act and applicable state securities laws. Except as required by the registration rights agreement relating to the Initial Notes, we do not intend to register resales of the Initial Notes under the Securities Act. Based on interpretations of the SEC, you may offer for resale, resell or otherwise transfer the Exchange Notes issued in the exchange offer without compliance with the registration and prospectus delivery provisions of the Securities Act, provided that:

you are not an affiliate within the meaning of Rule 405 under the Securities Act;

you acquired the Exchange Notes in the ordinary course of your business; and

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

If you tender Initial Notes in the exchange offer for the purpose of participating in a distribution of the Exchange 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 and that such a secondary resale transaction must be covered by an effective registration statement containing the selling security holder information required by Item 507 or 508, as applicable, of Regulation S-K under the Securities Act.

Accounting Treatment

We will record the Exchange Notes in our accounting records at the same carrying value as the Initial Notes. This carrying value is the aggregate principal amount of the Initial Notes less any bond discount or plus any bond premium, as reflected in our accounting records on the date of exchange. Accordingly, we will not recognize any gain or loss for accounting purposes in connection with the exchange offer.

Exchange Agent

We have appointed U.S. Bank National Association as exchange agent for the exchange offer. You should direct questions and requests for assistance, as well as requests for additional copies of this prospectus or the letter of transmittal, to the exchange agent addressed as follows: U.S. Bank National Association, Corporate Trust Services, EP-MN-WS2N, 60 Livingston Avenue, St. Paul, MN 55107, Attn: Specialized Finance. Eligible institutions may make requests by facsimile at (651) 466-7372 and may confirm facsimile delivery by calling (651) 466-5129.

Other

Participation in the exchange offer is voluntary, and you should carefully consider whether to exchange the Initial Notes for the Exchange Notes. We urge you to consult your financial and tax advisors in making your own decision on what action to take.

We may in the future seek to acquire untendered Initial Notes in open market or privately negotiated transactions, through subsequent exchange offers or otherwise, on terms that may differ from the terms of this exchange offer. We have no present plans to acquire any Initial Notes that are not tendered in the exchange offer or to file a registration statement to permit resales of any untendered Initial Notes.

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RATIO OF EARNINGS TO FIXED CHARGES

The following table contains our ratio of earnings to fixed charges for the periods indicated. You should read these ratios in connection with our consolidated financial statements and the related notes included in our most recent Annual Report on Form 10-K and Quarterly Report on Form 10-Q incorporated by reference into this prospectus. Because we did not have preferred stock outstanding during any such periods, our ratio of earnings to combined fixed charges and preferred dividends for any given period is equivalent to our ratio of earnings to fixed charges.

	Successor (1)(2)						Predecessor (1)(2)	
	For the Quarter Ended Mar. 31, 2014	For the Quarter Ended Mar. 31, 2013	For the Year Ended Dec. 31, 2013	For the Year Ended Dec. 31, 2012	For the Year Ended Dec. 31, 2011	For the Period From Sep. 1 Dec. 31, 2010	For the Period From Jan. 1 Aug. 31, 2010	For the Year Ended Dec. 31, 2009
	(Dollars in millions)							
	(unaudited)							
Ratio of Earnings to Fixed Charges							2.6	
Deficiency of Earnings to Fixed Charges	$ (1.6)	$ (13.6)	$ (18.3)	$ (24.4)	$ (7.9)	$ (4.2)		$ (79.1)

(1) Our ratio of earnings to fixed charges should be read in conjunction with our consolidated financial statements and our notes to consolidated financial statements for matters that affect the comparability of the information presented above. Our results for 2009 and 2010 have been recast to reflect our California and Arizona precast operations as discontinued operations, as a result of the sale of these businesses during 2012. In addition, our results for all periods presented have been recast to reflect our Pennsylvania precast operation as discontinued operations, as a result of its reclassification to held for sale effective with the first quarter of 2014.

(2) Our financial statements for periods prior to August 31, 2010 are not comparable with our financial statements for the periods on or after August 31, 2010, due to the adoption of fresh-start accounting under the provisions of Accounting Standards Codification (ASC) 852. References to Successor refer to the Company on or after August 31, 2010, after giving effect to the provisions of our plan of reorganization. References to Predecessor refer to the Company prior to August 31, 2010.

For purposes of computing the ratio of earnings to fixed charges, earnings consist of our income (loss) from continuing operations before income taxes and fixed charges. Fixed charges consist of interest expense, the interest component of operating lease expense (for these purposes, one-third of rent expense was deemed to be representative of interest), and amortization of discount and capitalized expenses related to indebtedness. The ratio of earnings to fixed charges presented in this prospectus may not be comparable to similarly titled measures presented by other companies, and may not be comparable to corresponding measures used in our various agreements, including the 2013 Loan Agreement and the Indenture.

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SELECTED FINANCIAL DATA

	Successor (1)(2)						Predecessor (1)(2)	
	Three Months Ended Mar. 31, 2014	Three Months Ended Mar. 31, 2013	2013	2012	2011	Period From Sep. 1 Dec 31, 2010	Period From Jan. 1 Aug. 31, 2010	2009
	(in thousands, except per share data)							
FOR THE YEAR, EXCEPT 2010 OR AS INDICATED								
Revenue	$ 146,257	$ 125,425	$ 598,155	$ 517,221	$ 428,036	$ 136,387	$ 263,291	$ 428,434
Net (loss) income from continuing operations (3) (4)	(1,626)	(13,560)	(18,273)	(24,404)	(7,925)	(4,213)	47,411	(79,023)
Income (loss) from discontinued operations, net of taxes and income attributable to non-controlling interest	473	(804)	(1,856)	(1,335)	(3,778)	(1,541)	(34,566)	(9,215)
Net (loss) income	(1,153)	(14,364)	(20,129)	(25,739)	(11,703)	(5,754)	12,845	(88,238)
PER SHARE INFORMATION								
(Loss) income from continuing operations	$ (0.12)	$ (1.10)	$ (1.42)	$ (2.00)	$ (0.66)	$ (0.35)	$ 1.29	$ (2.18)
Income (loss) from discontinued operations, net of taxes	0.03	(0.06)	(0.14)	(0.11)	(0.31)	(0.13)	(0.94)	(0.26)
Net (loss) income, basic and diluted	(0.09)	(1.16)	(1.56)	(2.11)	(0.97)	(0.48)	0.35	(2.44)
POSITION AS OF END OF PERIOD								
Total assets	$ 415,426	$ 279,258	$ 413,990	$ 279,724	$ 269,654	$ 275,528		$ 389,160
Total debt	214,523	95,570	214,144	63,459	61,086	53,181		296,542

(1) Our selected financial data should be read in conjunction with our consolidated financial statements and our notes to consolidated financial statements for matters that affect the comparability of the information presented above. Our results for 2009 and 2010 have been recast to reflect our California and Arizona precast operations as

discontinued operations, as a result of the sale of these businesses during 2012. In addition, our results for all periods presented have been recast to reflect our Pennsylvania precast operation as discontinued operations, as a result of its reclassification to held for sale effective with the first quarter of 2014.

(2) Our financial statements for periods prior to August 31, 2010 are not comparable with our financial statements for the periods on or after August 31, 2010, due to the adoption of fresh-start accounting under the provisions of Accounting Standards Codification (ASC) 852. References to Successor refer to the Company on or after August 31, 2010, after giving effect to the provisions of our plan of reorganization. References to Predecessor refer to the Company prior to August 31, 2010.

(3) Our results for the period January 1, 2010 August 31, 2010 include a benefit of $80.4 million, net of income taxes, for reorganization items.

(4) Results for 2009 include a charge of $47.6 million, net of income taxes, for goodwill and other asset impairments.

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DESCRIPTION OF OTHER INDEBTEDNESS

The following is a summary of certain of our indebtedness that will be outstanding following the consummation of this exchange offer.

Revolving Facility

On August 31, 2012, we and certain of our subsidiaries entered into a Loan and Security Agreement (as subsequently amended, the 2012 Credit Agreement) with certain financial institutions named therein, as lenders, and Bank of America, N.A. as agent and sole lead arranger (the Administrative Agent), which provided for an $80.0 million asset-based revolving credit facility. On March 28, 2013, we entered into a First Amendment to Loan and Security Agreement (the Amendment) with certain financial institutions party thereto (the Lenders) and the Administrative Agent, which amended the 2012 Credit Agreement. The Amendment, among other things, increased the Revolving Facility by $22.5 million from $80.0 million to $102.5 million. On October 29, 2013, we entered into a First Amended and Restated Loan and Security Agreement (the 2013 Loan Agreement) with the Lenders and the Administrative Agent, which amended and restated our 2012 Credit Agreement. The 2013 Loan Agreement, among other things, provided for an increase, upon the consummation of a refinancing of our 9.5% Senior Secured Notes due 2015 (a Senior Notes Refinancing), of the Revolving Facility from $102.5 million to $125.0 million and for an extension of the term of the agreement. The issuance of the Initial Notes qualified as a Senior Notes Refinancing. As a result of the Senior Notes Refinancing, the expiration date of the 2013 Loan Agreement was extended to October 2, 2018. The Revolving Facility retains an uncommitted accordion feature that may allow for an increase in the total commitments under the facility to as much as $175.0 million. As of March 31, 2014 under the Revolving Facility, we had no outstanding borrowings and $11.3 million of undrawn standby letters of credit, and as of December 31, 2013, we had no outstanding borrowings and $11.3 million of undrawn standby letters of credit.

Our actual maximum credit availability under the Revolving Facility varies from time to time and is determined by calculating the value of our eligible accounts receivable, inventory and vehicles, which serve as priority collateral on the facility, minus reserves imposed by the Lenders and other adjustments, all as specified in the 2013 Loan Agreement and discussed further below. Our availability under the Revolving Facility at March 31, 2014 increased to $96.6 million from $88.3 million at December 31, 2013. The 2013 Loan Agreement also contains a provision for discretionary over-advances and involuntary protective advances by the Lenders of up to $12.5 million in excess of calculated borrowing base levels. The 2013 Loan Agreement provides for swingline loans, up to a $10.0 million sublimit, and letters of credit, up to a $30.0 million sublimit.

Advances under the Revolving Facility are in the form of either base rate loans or LIBOR Loans denominated in U.S. dollars. The interest rate for base rate loans denominated in U.S. dollars fluctuates and is equal to the greater of (a) Bank of America s prime rate; (b) the Federal funds rate, plus 0.50%; or (c) the rate per annum for a 30 days interest period equal to the British Bankers Association LIBOR Rate, as published by Reuters at approximately 11:00 a.m. (London time) two business days prior (LIBOR), plus 1.0%; in each case plus the Applicable Margin, as defined in the 2013 Loan Agreement. The interest rate for LIBOR Loans denominated in U.S. dollars is equal to the rate per annum for the applicable interest period equal to LIBOR, plus the Applicable Margin, as defined in the 2013 Loan Agreement. Issued and outstanding letters of credit are subject to a fee equal to the Applicable Margin, as defined in the 2013 Loan Agreement, a fronting fee equal to 0.125% per annum on the stated amount of such letter of credit, and customary charges associated with the issuance and administration of letters of credit. Among other fees, we pay a commitment fee of either 0.25% or 0.375% per annum (due monthly) on the aggregate unused revolving commitments under the Revolving Facility. The fee we pay is determined by whether the amount of the unused line is above or below 50% of the Aggregate Revolver Commitments, as defined in the 2013 Loan Agreement. The Applicable Margin ranges from 0.25% to 0.75% for base rate loans and from 1.5% to 2.0% for LIBOR Loans, and is

determined based on Average Availability for the most recent fiscal quarter, as defined in the 2013 Loan Agreement.

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Up to $30.0 million of the Revolving Facility is available for the issuance of letters of credit, and any such issuance of letters of credit will reduce the amount available for loans under the Revolving Facility. Advances under the Revolving Facility are limited by a borrowing base which is equal to the lesser of the Revolving Facility less the LC Reserve, the Senior Notes Availability Reserve, and the Tax Reserve, all as defined in the 2013 Loan Agreement, or the sum of (a) 90% of the face amount of eligible accounts receivable (reduced to 85% under certain circumstances), plus (b) the lesser of (i) 55% of the value of eligible inventory or (ii) 85% of the product of (x) the net orderly liquidation value of inventory divided by the value of the inventory and (y) multiplied by the value of eligible inventory, and (c) the lesser of (i) $30.0 million (which may increase up to $40.0 million on the occasion of a Revolver Commitments Increase Event, as defined in the 2013 Loan Agreement), or (ii) the sum of (A) 85% of the net orderly liquidation value (as determined by the most recent appraisal) of eligible trucks plus (B) 80% of the cost of newly acquired eligible trucks since the date of the latest appraisal of eligible trucks minus (C) 85% of the net orderly liquidation value of eligible trucks that have been sold since the latest appraisal date and 85% of the depreciation amount applicable to eligible trucks since the date of the latest appraisal of eligible trucks, minus (D) such reserves as the Administrative Agent may establish from time to time in its permitted discretion. The Administrative Agent may, in its permitted discretion, reduce the advance rates set forth above, adjust reserves or reduce one or more of the other elements used in computing the borrowing base.

The 2013 Loan Agreement contains usual and customary negative covenants for transactions of this type, including, but not limited to, restrictions on our ability to consolidate or merge; substantially change the nature of our business; sell, lease or otherwise transfer any of our assets; create or incur indebtedness; create liens; pay dividends; and make investments or acquisitions. The negative covenants are subject to certain exceptions as specified in the 2013 Loan Agreement. The 2013 Loan Agreement also requires that we, upon the occurrence of certain events, maintain a fixed charge coverage ratio of at least 1.0 to 1.0 for each period of twelve calendar months, as determined in accordance with the 2013 Loan Agreement. For the trailing twelve month period ended March 31, 2014, our fixed charge coverage ratio was 3.3 to 1.0. As of March 31, 2014, we were in compliance with all covenants under the 2013 Loan Agreement.

The 2013 Loan Agreement also includes customary events of default, including, among other things, payment default, covenant default, breach of representation or warranty, bankruptcy, cross-default, material ERISA events, change of control, material money judgments and failure to maintain subsidiary guarantees.

The 2013 Loan Agreement is secured by a first-priority lien on the ABL Priority Collateral, subject to permitted liens and certain exceptions. The 2013 Loan Agreement is also secured by a second-priority lien on the Note Priority Collateral, subject to permitted liens and certain exceptions. The 2013 Loan Agreement is not and the Exchange Notes will not be, secured by the capital stock of any of our subsidiaries.

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DESCRIPTION OF THE EXCHANGE NOTES

U.S. Concrete, Inc. issued the Initial Notes, and will issue the Exchange Notes, under an Indenture dated November 22, 2013 (as such may be amended or supplemented from time to time, the Indenture) among itself, the Subsidiary Guarantors (as defined below) and U.S. Bank National Association, as Trustee (the Trustee) and as collateral agent (the Notes Collateral Agent). The terms of the Exchange Notes include those stated in the Indenture and those made part of the Indenture by reference to the Trust Indenture Act.

The terms of the Exchange Notes to be issued are identical in all material respects to the terms of the Initial Notes, except that the Exchange Notes will not contain transfer restrictions, registration rights or provisions for additional interest. The Exchange Notes will not represent new Indebtedness of the Company.

Certain terms used in this description are defined under the subheading Certain Definitions. In this description, the words Company, we and our refer only to U.S. Concrete, Inc., a Delaware corporation, and not to any of its subsidiaries.

The following description is only a summary of the material provisions of the Indenture, the Security Documents and the Intercreditor Agreement. We urge you to read the Indenture, the Security Documents and the Intercreditor Agreement because they, not this description, define your rights as Holders of these Notes. You may request copies of these agreements at our address set forth under the heading Where You Can Find More Information .

Brief Description of the Exchange Notes

The Exchange Notes, like the Initial Notes, will be:

- senior secured obligations of the Company;
- effectively senior to all existing and future unsecured Indebtedness of the Company to the extent of the value of the Collateral owned by the Company (after satisfaction of any obligations secured by any senior Lien on such Collateral), and effectively senior to all existing and future obligations under the Credit Agreement and other Lenders Debt to the extent of the value of the Notes Priority Collateral (as defined below) owned by the Company;
- senior in right of payment to any future Subordinated Obligations of the Company;
- pari passu in right of payment with any existing and future Senior Indebtedness (including the Credit Agreement and other Lenders Debt) of the Company;
- secured on a first-priority basis by the Notes Priority Collateral owned by the Company and on a second-priority basis by the ABL Priority Collateral (as defined below) owned by the Company, in each case, subject to certain Liens permitted under the Indenture;

equal in priority as to the Notes Priority Collateral owned by the Company with respect to any obligations under any Other Pari Passu Lien Obligations Incurred after the Issue Date;

effectively subordinated to (i) the Company s existing and future obligations under the Credit Agreement and other Lenders Debt to the extent of the value of the ABL Priority Collateral owned by the Company (subject to the ABL Cap Amount) and (ii) any existing or future Indebtedness of the Company that is secured by Liens on assets that do not constitute a part of the Collateral to the extent of the value of such assets;

guaranteed by each Subsidiary Guarantor; and

structurally subordinated to all existing and future Indebtedness and other claims and liabilities, including preferred stock, of the Subsidiaries of the Company that are not Subsidiary Guarantors.

The Notes and the Indenture are, jointly and severally, unconditionally guaranteed on a senior secured basis by all of the Subsidiary Guarantors. See Guarantees .

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Each Subsidiary Guarantee (as defined below) of a Subsidiary Guarantor is:

a senior secured obligation of such Subsidiary Guarantor;

effectively senior to all existing and future unsecured Indebtedness of such Subsidiary Guarantor, to the extent of the value of the Collateral owned by such Subsidiary Guarantor (after satisfaction of any obligations secured by any senior Lien on such Collateral), and effectively senior to all existing and future obligations under the Credit Agreement and other Lenders Debt of that Subsidiary Guarantor, to the extent of the value of the Notes Priority Collateral owned by such Subsidiary Guarantor;

senior in right of payment to all future Subordinated Obligations of such Subsidiary Guarantor;

pari passu in right of payment with any existing and future Senior Indebtedness of such Subsidiary Guarantor (including the Credit Agreement and other Lenders Debt) of such Subsidiary Guarantor;

secured on a first-priority basis by the Notes Priority Collateral owned by such Subsidiary Guarantor and on a second-priority basis by the ABL Priority Collateral owned by such Subsidiary Guarantor, in each case, subject to certain Liens permitted under the Indenture;

equal in priority as to the Notes Priority Collateral owned by such Subsidiary Guarantor with respect to any obligations under any Other Pari Passu Lien Obligations Incurred after the Issue Date;

effectively subordinated to (i) any existing or future obligations of such Subsidiary Guarantor under the Credit Agreement and other Lenders Debt to the extent of the value of the ABL Priority Collateral owned by such Subsidiary Guarantor (subject to the ABL Cap Amount) and (ii) any existing or future Indebtedness of such Subsidiary Guarantor that is secured by Liens on assets that do not constitute a part of the Collateral to the extent of the value of such assets; and

structurally subordinated to any existing and future Indebtedness and other liabilities, including Preferred Stock, of each Subsidiary of such Subsidiary Guarantor that is not a Subsidiary Guarantor.

Principal, Maturity and Interest

The Company has issued $200.0 million aggregate principal amount of the Initial Notes. Upon completion of the exchange, the Company will issue up to $200.0 million aggregate principal amount of the Exchange Notes. The Company will issue the Exchange Notes in minimum denominations of $2,000 and any greater integral multiple of $1,000. The Notes will mature on December 1, 2018. Subject to our compliance with the covenant described under the subheading Certain covenants Limitation on Indebtedness , we are permitted to issue more Notes from time to time (the Additional Notes); provided that such Additional Notes are fungible with the Initial Notes or the Exchange Notes, as applicable, for Federal income tax purposes. The Initial Notes, the Exchange Notes and the Additional Notes, if any,

will be treated as a single class for all purposes of the Indenture, including waivers, amendments, redemptions and offers to purchase.

Interest on the Notes accrues at the rate of 8.500% per annum and is payable semiannually in arrears on June 1 and December 1, commencing June 1, 2014. We will make each interest payment to the Holders of record of these Notes on the immediately preceding May 15 and November 15. We will pay interest on overdue principal at 1% per annum in excess of the above rate and will pay interest on overdue installments of interest at such higher rate to the extent lawful.

Interest on each Exchange Note will accrue from the last interest payment date on which interest was paid on the Initial Note surrendered in exchange therefor, or, if no interest has been paid on such Initial Note, from the date of its original issue. Interest will be computed on the basis of a 360-day year comprised of twelve 30-day months.

Optional Redemption

Except as set forth below, we will not be entitled to redeem the Notes.

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On and after December 1, 2015, we will be entitled at our option, on one or more occasions, to redeem all or a portion of the Notes, at the redemption prices (expressed in percentages of principal amount on the redemption date), plus accrued interest to the redemption date (subject to the right of Holders of record on the relevant record date to receive interest due on the relevant interest payment date), if redeemed during the 12-month period commencing on December 1 of the years set forth below:

Period	Redemption Price
2015	104.250%
2016	102.125%
2017 and thereafter	100.000%

In addition, any time prior to December 1, 2015, we will be entitled at our option on one or more occasions to redeem Notes (which includes Additional Notes, if any) in an aggregate principal amount not to exceed 35% of the aggregate principal amount of the Notes (which includes Additional Notes, if any) originally issued at a redemption price (expressed as a percentage of principal amount) of 108.500%, plus accrued and unpaid interest to the redemption date (subject to the right of Holders of record on the relevant record date to receive interest due on the relevant interest payment date), with the net cash proceeds from one or more Qualified Equity Offerings; provided, however, that

(1) at least 65% of such aggregate principal amount of Notes (which includes Additional Notes, if any) remains outstanding immediately after the occurrence of each such redemption (other than Notes held, directly or indirectly, by the Company or its Affiliates); and

(2) each such redemption occurs within 90 days after the date of the related Qualified Equity Offering.

Prior to December 1, 2015, we will be entitled at our option, on one or more occasions, to redeem all or a portion of the Notes at a redemption price equal to 100% of the principal amount of the Notes plus the Applicable Premium as of, and accrued and unpaid interest to, the redemption date (subject to the right of Holders on the relevant record date to receive interest due on the relevant interest payment date).

Selection and Notice of Redemption

If we are redeeming less than all the Notes at any time, the Trustee will select Notes (a) if the Notes are listed on any national securities exchange, in compliance with the requirements of such exchange, (b) if the Notes are held by DTC (as defined below) and DTC prescribes a method of selection, in accordance with the procedures of DTC and (c) on a pro rata basis to the extent practicable.

We will redeem Notes of $2,000 or less in whole and not in part. We will cause notices of redemption to be sent at least 30 but not more than 60 days before the redemption date to each Holder of Notes to be redeemed at its registered address, except that redemption notices may be sent more than 60 days prior to the redemption date if the notice is issued in connection with a defeasance of the Notes or a satisfaction and discharge of the Indenture. Any inadvertent defect in the notice of redemption, including an inadvertent failure to give notice, to any Holder selected for redemption will not impair or affect the validity of the redemption of any other Note redeemed in accordance with provisions of the Indenture.

If any Note is to be redeemed in part only, the notice of redemption that relates to that Note will state the portion of the principal amount thereof to be redeemed. We will issue a new Note in a principal amount equal to the unredeemed portion of the original Note in the name of the Holder upon cancelation of the original Note. Notes called for redemption become due on the date fixed for redemption; provided that any notice of redemption sent in connection with a Qualified Equity Offering, other securities offering or any other financing, or a transaction (or a series of related transactions) that constitutes a Change of Control, may be given, at our discretion, prior to the consummation thereof and be subject to one or more conditions precedent, including consummation of the related Qualified Equity Offering, securities offering or other financing or Change of Control, as applicable, in which case we may revoke such notice on or prior to the specified redemption date if any such condition is not or will not be satisfied. On and after the redemption date, interest ceases to accrue on Notes or portions of them called for redemption.

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Mandatory Redemption; Offers to Purchase; Open Market Purchases

We are not required to make any mandatory redemption or sinking fund payments with respect to the Notes. However, under certain circumstances, we may be required to offer to purchase Notes as described under Change of Control and Certain Covenants Limitation on Sales of Assets and Subsidiary Stock . We may at any time and from time to time purchase Notes in the open market or otherwise.

Ranking

Senior Indebtedness versus Notes

The Indebtedness evidenced by the Notes and the Subsidiary Guarantees is the Senior Indebtedness of the Company or the applicable Subsidiary Guarantor, as the case may be, ranks equal in right of payment with all existing and future Senior Indebtedness of the Company and the Subsidiary Guarantors, as the case may be, and is secured by the Collateral, which Collateral is shared on an equal and ratable basis with the Other Pari Passu Lien Obligations, if any. The obligations under the Notes, the Indenture, the Subsidiary Guarantees and the Other Pari Passu Lien Obligations have a first-priority security interest with respect to the Notes Priority Collateral and have a second-priority security interest with respect to the ABL Priority

Collateral. Obligations under the Credit Agreement and any other Lenders Debt are also secured by the Collateral. The obligations under the Credit Agreement and any other Lenders Debt have a first-priority security interest with respect to the ABL Priority Collateral and have a second-priority security interest with respect to the Notes Priority Collateral. Such security interests are described under Security for the Notes . The phrase in right of payment refers to the contractual ranking of a particular Obligation, regardless of whether an Obligation is secured.

Although the Indenture contains limitations on the amount of Other Pari Passu Lien Obligations and additional secured Indebtedness that the Company and the Restricted Subsidiaries may incur, under certain circumstances the amount of such Other Pari Passu Lien Obligations and other secured Indebtedness could be substantial. See Certain covenants Limitation on Indebtedness and Certain covenants Limitation on Liens .

As of March 31, 2014:

(1) the Company s Senior Indebtedness was $200.1 million, including $200.0 million of secured Indebtedness;

(2) the Company s borrowing capacity under the Credit Agreement was $96.6 million, after taking into account $11.3 million of undrawn letters of credit; and

(3) the Senior Indebtedness of the Subsidiary Guarantors (excluding any Senior Indebtedness Incurred under the Credit Agreement, any Guarantees of the Credit Agreement and the Subsidiary Guarantees) was $14.4 million, including $11.9 million of secured Indebtedness.

Liabilities of Subsidiaries versus Notes

Substantially all of our operations are conducted through our Subsidiaries. As of the date hereof, all of our Subsidiaries are Subsidiary Guarantors. However, as described below under Guarantees , Subsidiary Guarantees may

be released under certain circumstances. In addition, our future Subsidiaries may not be required to guarantee the Notes. Claims of creditors of such non-guarantor Subsidiaries, including trade creditors and creditors holding Indebtedness or Guarantees issued by such non-guarantor Subsidiaries, and claims of preferred stockholders of such non-guarantor Subsidiaries, generally will have priority with respect to the assets and earnings of such non-guarantor Subsidiaries over the claims of our creditors, including Holders of the Notes. Accordingly, the Notes are structurally subordinated to creditors (including trade creditors) and preferred stockholders, if any, of such non-guarantor Subsidiaries.

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Although the Indenture limits the Incurrence of Indebtedness and preferred stock by certain of our Subsidiaries, such limitation is subject to a number of significant qualifications. Moreover, the Indenture does not impose any limitation on the incurrence by such Subsidiaries of liabilities that are not considered Indebtedness under the Indenture. See Certain covenants Limitation on Indebtedness .

Guarantees

The Subsidiary Guarantors jointly and severally guarantee, on a senior secured basis, our obligations under the Notes, the Indenture, the Security Documents and the Intercreditor Agreement. Each Subsidiary Guarantee of a Subsidiary Guarantor is secured on a first-priority basis by the Notes Priority Collateral owned by such Subsidiary Guarantor and a second-priority basis by the ABL Priority Collateral owned by such Subsidiary Guarantor. The obligations of each Subsidiary Guarantor under its Subsidiary Guarantee are designed to be limited as necessary to prevent that Subsidiary Guarantee from constituting a fraudulent conveyance under applicable law and, therefore, such Subsidiary Guarantee is specifically limited to an amount that such Subsidiary Guarantor could guarantee without such Subsidiary Guarantee constituting a fraudulent conveyance. This limitation, however, may not be effective to prevent such Subsidiary Guarantee from constituting a fraudulent conveyance. If a Subsidiary Guarantee is rendered voidable, it could be subordinated by a court to all other liabilities (including guarantees and other contingent liabilities) of the applicable Subsidiary Guarantor, and, depending on the amount of such liabilities, a Subsidiary Guarantor s liability on its Subsidiary Guarantee could be reduced to zero. See Risk Factors Risks Related to the Exchange Notes, the Exchange Offer and the Collateral Federal and state fraudulent transfer laws may allow a court, under specific circumstances, to void the guarantees or the grant or perfection of liens or collateral and, if that occurs, you may not receive any payments on the notes .

Each Subsidiary Guarantor that makes a payment under its Subsidiary Guarantee will be entitled upon payment in full of all guarantied obligations under the Indenture to a contribution from each other Subsidiary Guarantor in an amount equal to such other Subsidiary Guarantor s pro rata portion of such payment based on the respective net assets of all the Subsidiary Guarantors at the time of such payment determined in accordance with GAAP.

Pursuant to the Indenture, (A) a Subsidiary Guarantor may consolidate with, merge with or into, or transfer all or substantially all its assets to any other Person to the extent described under Certain covenants Merger and Consolidation and (B) the Capital Stock of a Subsidiary Guarantor may be sold or otherwise disposed of to any other Person to the extent described below under Certain Covenants Limitation on Sales of Assets and Subsidiary Stock ; provided, however, that in the case of the consolidation, merger or transfer of all or substantially all the assets of such Subsidiary Guarantor, if such other Person is not the Company or a Subsidiary Guarantor, such Subsidiary Guarantor s obligations under its Subsidiary Guarantee must be expressly assumed by such other Person, except that such assumption will not be required in the case of:

(1) the sale, transfer or other disposition (including by way of consolidation or merger) of a Subsidiary Guarantor, including the sale or disposition of Capital Stock of a Subsidiary Guarantor following which such Subsidiary Guarantor is no longer a Subsidiary; or

(2) the sale, transfer or disposition of all or substantially all the assets of a Subsidiary Guarantor;

in each case other than to the Company or an Affiliate of the Company and as permitted by the Indenture and if in connection therewith the Company provides an Officers Certificate to the Trustee to the effect that the Company will comply with its obligations under the covenant described under Limitation on Sales of Assets and Subsidiary Stock in

respect of such sale, transfer or other disposition. Upon any sale, transfer or other disposition described in clause (1) or (2) above, the obligor on the related Subsidiary Guarantee will be released from its obligations thereunder.

The Subsidiary Guarantee of a Subsidiary Guarantor also will be released:

(1) upon the designation of such Subsidiary Guarantor as an Unrestricted Subsidiary to the extent permitted by the Indenture;

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(2) upon the release or discharge of the Indebtedness that that would have required such Subsidiary Guarantor to enter into a Guarantee Agreement pursuant to the covenant described under Certain Covenants Future Subsidiary Guarantors other than a release or discharge by or as a result of the payment of such Indebtedness; or

(3) if we exercise our legal defeasance option or our covenant defeasance option as described under Defeasance or if our obligations under the Indenture are discharged in accordance with the terms of the Indenture as described under Satisfaction and Discharge .

Security for the Notes

The Notes and the Subsidiary Guarantees are secured by a first-priority Lien on and security interest in the Notes Priority Collateral, subject to Permitted Collateral Liens. The Notes Priority Collateral means the portion of the Collateral as to which the Notes have a priority security interest relative to the ABL Obligations and generally consists of the following, whether now owned or hereafter acquired by the Company or any Subsidiary Guarantor: (i) equipment (other than certain mixer trucks and the mixing drums affixed thereto); (ii) intellectual property; (iii) all material owned real property; (iv) the Asset Sale Proceeds Account; (v) substantially all of the other tangible and intangible assets of the Company and each of the Subsidiary Guarantors (other than the Capital Stock of Subsidiaries of the Company) not specifically described as ABL Priority Collateral; (vi) all supporting obligations and books, records and materials relating to the foregoing and (vii) all products and proceeds of the foregoing, in each case, other than the ABL Priority Collateral and the Excluded Assets and subject to Permitted Collateral Liens (all of the foregoing assets are collectively referred to as the Notes Priority Collateral).

The Notes and the Subsidiary Guarantees are also secured by a second-priority Lien on the ABL Priority Collateral (subject to Permitted Liens). The ABL Priority Collateral generally consists of the following assets of the Company and the Subsidiary Guarantors: (i) accounts; (ii) inventory (including as-extracted collateral); (iii) certain specified mixer trucks and the mixing drums affixed thereto; (iv) instruments; (v) documents; (vi) chattel paper; (vii) deposit and securities accounts (other than the Asset Sale Proceeds Account); (viii) commodities accounts; (ix) letter of credit rights; (x) general intangibles (other than intellectual property and Capital Stock of Subsidiaries of the Company); (xi) all books, records and materials relating to the foregoing and (xii) all products and proceeds of the foregoing, in each case, other than Notes Priority Collateral and certain excluded assets as set forth in the Credit Agreement and subject to permitted liens as set forth in the Credit Agreement and the Indenture (all of the foregoing assets are collectively referred to as the ABL Priority Collateral).

A material portion of the Collateral that secures the Notes secures the ABL Obligations on a first-priority basis and secures the Notes on a second-priority basis. The remaining Collateral that secures the Notes on a first-priority basis secures ABL Obligations on a second-priority basis. The Capital Stock of Subsidiaries of the Company constitutes an Excluded Asset and does not secure the ABL Obligations or the Notes. See Risk Factors Risks Related to the Exchange Notes, the Exchange Offer and the Collateral The Notes are secured by liens on the ABL Priority Collateral that are second in priority to the liens securing the Revolving Facility and any other first-priority lien obligations, and there may not be sufficient collateral to pay all or any of the Notes .

Security documents and certain related intercreditor provisions

The Company, the Subsidiary Guarantors, the Notes Collateral Agent (on behalf of the Holders of the Notes) and the Trustee have entered into one or more Security Documents creating and establishing the terms of the security interests and Liens that secure the Notes and the Subsidiary Guarantees. These security interests and Liens secure the payment and performance when due of all of the obligations of the Company and the Subsidiary Guarantors under the Notes,

the Indenture, the Subsidiary Guarantees and the Security Documents, as provided in the Security Documents. With respect to Collateral constituting mixer trucks and the mixing drums affixed thereto, no recording, registration or filing of the Indenture, the Intercreditor Agreement, any Security Document or any financing statement or other notice was required other than (i) the filing of financing statements under the

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Uniform Commercial Code as in effect in the appropriate jurisdictions and (ii) the recordation of the Lien in favor of the Notes Collateral Agent, for the benefit of the Noteholder Secured Parties (as defined below), on certificates of titles (or, if applicable, in corresponding electronic title records) with respect to Specified Trucks. The Trustee, Notes Collateral Agent, each Holder of the Notes and each other holder of, or obligee in respect of, any obligations in respect of the Notes outstanding at such time are referred to collectively as the Noteholder Secured Parties .

Intercreditor Agreement

The Company and the Subsidiary Guarantors are parties to the Intercreditor Agreement, which sets forth the terms of the relationship between the holders of the ABL Obligations and the holders of the Notes.

Although the Holders of the Notes are not party to the Intercreditor Agreement, by their acceptance of the Notes they agree to be bound thereby. Pursuant to the terms of the Intercreditor Agreement, the Notes Collateral Agent will determine the time and method by which the security interests in the Notes Priority Collateral will be enforced and the Bank Collateral Agent will determine the time and method by which the security interests in the ABL Priority Collateral will be enforced.

The Intercreditor Agreement provides that the Bank Collateral Agent and the Notes Collateral Agent, without the consent of any holders of ABL Obligations or any Holders of the Notes, may supplement the Intercreditor Agreement if necessary and appropriate to facilitate having additional Indebtedness or other obligations of the Company or any Subsidiary Guarantor become ABL Obligations or Notes Obligations, as the case may be, under the Intercreditor Agreement to the extent the Credit Agreement and the Indenture permit such additional Indebtedness to be Incurred and become subject to the provisions thereof. The Bank Collateral Agent and the Notes Collateral Agent shall, in a supplemental agreement, designate such additional Indebtedness as ABL Obligations or Notes Obligations, as the case may be, under the Intercreditor Agreement. Other Pari Passu Lien Obligations Incurred by the Company, if any, will be designated as Notes Obligations under the Intercreditor Agreement when Incurred, without the consent of the holders of ABL Obligations or the Holders of the Notes.

The aggregate amount of the Indebtedness secured by the ABL Priority Collateral may, subject to the limitations set forth in the Indenture, be increased. All or a portion of the ABL Obligations secured by the ABL Priority Collateral consists of or may consist of Indebtedness that is revolving in nature. The amount thereof that may be outstanding at any time or from time to time may be increased or reduced and subsequently reborrowed. The terms of the ABL Obligations may be modified, extended or amended from time to time and the aggregate amount of the ABL Obligations may be increased, extended, renewed, replaced or refinanced, in each case, subject to the limitations set forth in the Intercreditor Agreement, without notice to or consent by the Noteholder Secured Parties and without affecting the provisions of the Intercreditor Agreement, subject to the ABL Cap Amount. The Lien priorities provided for by the Intercreditor Agreement will not be altered or otherwise affected by any such amendment, modification, supplement, extension, repayment, reborrowing, increase, replacement, renewal, restatement or refinancing of either the ABL Obligations or the Notes Obligations, or any portion thereof.

Restrictions on claims subject to priority treatment

The Intercreditor Agreement provides that the holders of the ABL Obligations will be entitled to a first-priority lien (subject to certain exceptions) on the ABL Priority Collateral to secure (a) the principal amount of revolving loans and letters of credit up to the ABL Cap Amount, plus (b) interest, indemnities, fees, expenses and other obligations incurred under the ABL Agreement (as defined in the Intercreditor Agreement) and any other documents, agreements and instruments entered into in connection with the ABL Agreement (collectively, the ABL Documents), plus (c) cash management obligations and obligations in respect of hedging arrangements owed to a Lender or any affiliate of a

Lender, plus (d) obligations owed pursuant to Post-Petition ABL Financing

(as defined below) (collectively, the ABL Obligations). The ABL Cap Amount is the greater of (i) $192.5 million and (ii) the Borrowing Base. The Holders of the Notes will be entitled to a first-priority lien (subject to certain exceptions) on the Notes Priority Collateral to secure the principal, interest, indemnities, fees, expenses and other obligations incurred by the Company and its Subsidiaries under the Notes Documents (collectively, the Notes Obligations). The holders of the ABL Obligations will also be entitled to a second-priority lien (subject to certain exceptions) on the Notes Priority Collateral to secure the ABL Obligations. The holders of the Notes Obligations will also be entitled to a second-priority lien (subject to certain exceptions) on the ABL Priority Collateral to secure the Notes Obligations.

Restrictions on enforcement of liens

The Intercreditor Agreement provides that the Bank Collateral Agent (on behalf of the holders of the ABL Obligations) or Notes Collateral Agent (on behalf of the holders of the Notes Obligations), as applicable, shall have the exclusive right to enforce rights, exercise remedies (including setoff) and make determinations regarding the release and disposition with respect to the Collateral on which the Bank Collateral Agent or the Notes Collateral Agent, as applicable, has a first-priority lien, without any consultation with or the consent of such other Person, subject to limitations and exceptions set forth in the Intercreditor Agreement.

The Intercreditor Agreement provides that, until the repayment in full and termination of the ABL Obligations has occurred, the Notes Collateral Agent and the holders of the Notes Obligations shall not take or cause to be taken any action that would hinder, delay, limit or prohibit any exercise of remedies under the ABL Agreement or other ABL Documents with respect to the ABL Priority Collateral, including any foreclosure, sale, lease, exchange, transfer or other disposition of the ABL Priority Collateral, whether by foreclosure or otherwise, or that would challenge or contest the Liens on the ABL Priority Collateral securing the ABL Obligations or that would subordinate the priority of such Liens to the Liens on the ABL Priority Collateral securing the Notes Obligations or make such Liens pari passu with the Liens on the ABL Priority Collateral securing the Notes Obligations.

The Intercreditor Agreement provides that, until the repayment in full and termination of the Notes Obligations has occurred, the Bank Collateral Agent and the holders of the ABL Obligations shall not take or cause to be taken any action that would hinder, delay, limit or prohibit any exercise of remedies under the Indenture, the Notes or the Security Documents with respect to the Notes Priority Collateral, including any foreclosure, sale, lease, exchange, transfer or other disposition of the Notes Priority Collateral, whether by foreclosure or otherwise, or that would challenge or contest the Liens on the Notes Priority Collateral securing the Notes Obligations or that would subordinate the priority of such Liens to the Liens on the Notes Priority Collateral securing the ABL Obligations or make such Liens pari passu with the Liens on the Notes Priority Collateral securing the ABL Obligations; provided that the Intercreditor Agreement will provide the Bank Collateral Agent the right of access to the Notes Priority Collateral to process and prepare the ABL Priority Collateral for sale and to sell or remove the ABL Priority Collateral for a period of 120 days from the earlier of (i) the Bank Collateral Agent giving written notice to the Notes Collateral Agent of its election to request access to any parcel or item of Notes Priority Collateral and (ii) the Bank Collateral Agent receiving written notice from the Notes Collateral Agent that the Notes Collateral Agent has acquired control or possession of relevant Notes Priority Collateral or has, through the exercise of remedies or otherwise, sold such Notes Priority Collateral to any third party purchaser.

Insolvency or liquidation proceedings

Until the repayment in full and termination of the ABL Obligations has occurred, if the Company or any Subsidiary Guarantor is subject to any insolvency or liquidation proceeding and the Bank Collateral Agent (acting at the direction of the requisite holders of ABL Obligations) desires to consent (or not object) to:

(1) the use of cash collateral constituting ABL Priority Collateral; or

(2) the provision of financing to the Company or any Subsidiary Guarantor, whether by the holders of ABL Obligations or any other third party under applicable Bankruptcy Law secured by the ABL Priority Collateral (each, a Post-Petition ABL Financing);

then the Notes Collateral Agent agree, on behalf of itself and the other holders of Notes Obligations, that each holder of Notes Obligations:

a) will be deemed to have consented to, and will raise no objection to, nor support any other Person objecting to, the use of such cash collateral or to such Post-Petition ABL Financing on the grounds of a failure to provide adequate protection for the Notes Collateral Agent s Lien on the Notes Priority Collateral to secure the Notes Obligations or on any other grounds (and will not request any adequate protection solely as a result of such Post-Petition ABL Financing except as permitted in the Intercreditor Agreement); and

b) will subordinate (and will be deemed under the Intercreditor Agreement to have subordinated) the Liens securing the Notes Obligations on any such ABL Priority Collateral to (i) the Liens securing such Post-Petition ABL Financing (and, if applicable, such subordination shall be on the same terms as the Liens securing the ABL Obligations are subordinated thereto), (ii) any adequate protection provided to the Bank Collateral Agent or the holders of ABL Obligations and (iii) any carve-out for professional and customary fees and expenses agreed to by the Bank Collateral Agent or the holders of ABL Obligations and approved by the relevant bankruptcy court,

in each case, so long as (w) such Post-Petition ABL Financing will not result in the ABL Obligations subject to the ABL Cap Amount exceeding the ABL Cap Amount, (x) the Notes Collateral Agent retains its Lien on the Collateral to secure the Notes Obligations and, as to the Notes Priority Collateral, such Lien has the same priority as existed prior to the insolvency or liquidation proceeding and any Lien securing the Post-Petition ABL Financing is junior and subordinate to the Lien of the Notes Collateral Agent on the Notes Priority Collateral, (y) all Liens on the ABL Priority Collateral securing the Post-Petition ABL Financing are senior to or on a parity with the Liens of the Bank Collateral Agent and the holders of the ABL Obligations on the ABL Priority Collateral and (z) (1) any replacement or adequate protection Lien on post-petition assets of the debtor that constitute Notes Priority Collateral received by the Bank Collateral Agent to secure the ABL Obligations is junior and subordinate to the Lien in favor of the Notes Collateral Agent on the Notes Priority Collateral and (2) the Notes Collateral Agent also receives a replacement or adequate protection Lien on such post-petition assets of the debtor that constitute Notes Priority Collateral to secure the Notes Obligations. In no event will any of the holders of ABL Obligations seek to obtain a priming Lien on any of the Notes Priority Collateral and none of the agreements by the Notes Collateral Agent with respect to a Post-Petition ABL Financing will be deemed to be a consent by the Noteholder Secured Parties to any adequate protection payments using Notes Priority Collateral.

Until the repayment in full and termination of the Notes Obligations has occurred, if the Company or any Subsidiary Guarantor is subject to any insolvency or liquidation proceeding and the Notes Collateral Agent (acting at the direction of the requisite holders of Notes Obligations) desires to consent (or not object) to the provision of financing to the Company or any Subsidiary Guarantor, whether by the holders of Notes Obligations or any other third party under applicable Bankruptcy Law secured by the Notes Priority Collateral (each, a Post-Petition Notes Financing);

then the Bank Collateral Agent agree, on behalf of itself and the other holders of ABL Obligations, that each holder of ABL Obligations:

a) will be deemed to have consented to, and will raise no objection to, nor support any other Person objecting to, such Post-Petition Notes Financing on the grounds of a failure to provide adequate protection for the Bank Collateral Agent s lien on the ABL Priority Collateral to secure the ABL Obligations or on any other grounds (and will not request any adequate protection solely as a result of such Post-Petition Senior Notes Financing except as permitted in

the Intercreditor Agreement); and

b) will subordinate (and will be deemed under the Intercreditor Agreement to have subordinated) the Liens securing the ABL Obligations on any such Notes Priority Collateral to (i) the Liens securing such Post-Petition Notes Financing (and, if applicable, such subordination shall be on the same terms as the Liens securing the Notes Obligations are subordinated thereto), (ii) any adequate protection provided to the Notes Collateral Agent or the holders of Notes Obligations and (iii) any carve-out for professional and customary fees and expenses agreed to by the Notes Collateral Agent or the holders of Notes Obligations and approved by the relevant bankruptcy court,

in each case, so long as (x) the Bank Collateral Agent retains its Lien on the Collateral to secure the ABL Obligations and, as to the ABL Priority Collateral, such Lien has the same priority as existed prior to the insolvency or liquidation proceeding and any Lien securing the Post-Petition Notes Financing is junior and subordinate to the Lien of the Bank Collateral Agent on the ABL Priority Collateral, (y) all Liens on the Notes Priority Collateral securing the Post-Petition Notes Financing are senior to or on a parity with the Liens of the Notes Collateral Agent and the holders of the Notes Obligations on the Notes Priority Collateral and (z) (1) any replacement or adequate protection Lien on post-petition assets of the debtor that constitute ABL Priority Collateral received by the Notes Collateral Agent to secure the Notes Obligations is junior and subordinate to the Lien in favor of the Bank Collateral Agent on the ABL Priority Collateral and (2) the Bank Collateral Agent also receives a replacement or adequate protection Lien on such post-petition assets of the debtor that constitute ABL Priority Collateral to secure the ABL Obligations. In no event will any of the holders of Notes Obligations seek to obtain a priming Lien on any of the ABL Priority Collateral and none of the agreements by the Bank Collateral Agent with respect to a Post-Petition Notes Financing will be deemed to be a consent by the holders of ABL Obligations to any adequate protection payments using ABL Priority Collateral.

Each of the Bank Collateral Agent, the holders of the ABL Obligations, the Notes Collateral Agent and the holders of Notes Obligations agree that they will not oppose any sale or disposition of any Collateral that is supported by the holder of the first-priority lien in such Collateral and the Person holding a second-priority lien in the Collateral will be deemed to have consented under Section 363 of the United States Bankruptcy Code (and otherwise) to any sale supported by the Person holding the first-priority lien in such Collateral and to have released their second-priority liens in such assets upon consummation of such sale; provided, that the Bank Collateral Agent must receive at least 60 days prior notice of the consummation of any sale of real property.

Until the repayment in full of the ABL Obligations, the Notes Collateral Agent agree, on behalf of itself and the other holders of Notes Obligations, that none of them shall seek (or support any other Person in seeking) relief from the automatic stay or from any other stay in any insolvency or liquidation proceeding or take any action in derogation thereof, in each case in respect of the ABL Priority Collateral, without the prior written consent of the Bank Collateral Agent. Until the repayment in full of the Notes Obligations, the Bank Collateral Agent and holders of ABL Obligations agree that none of them shall seek relief from the automatic stay or from any other stay in any insolvency or liquidation proceeding or take any action in derogation thereof in respect of the Notes Priority Collateral, without the prior written consent of the Notes Collateral Agent. In addition, neither the Notes Collateral Agent nor the Bank Collateral Agent shall seek any relief from the automatic stay with respect to any Collateral that constitutes Common Collateral (as defined in the Intercreditor Agreement) without providing 30 days prior written notice to the other, unless otherwise agreed by both the Bank Collateral Agent and the Notes Collateral Agent.

Subject to the certain limitations and exceptions set forth in the Intercreditor Agreement, the Notes Collateral Agent (on behalf of itself and the other holders of Notes Obligations) and the Bank Collateral Agent (on behalf of itself and the other holders of the ABL Obligations) agree that none of them shall contest (or support any other Person contesting) (i) any request by the Notes Collateral Agent (on behalf of itself and the other holders of Notes Obligations) or the Bank Collateral Agent (on behalf of itself and the other holders of the ABL Obligations), as applicable, for adequate protection of its interest in the Collateral in which such Person has a first-priority lien or (ii) any objection by the Notes Collateral Agent (on behalf of itself and the other holders of Notes Obligations) or the

Bank Collateral Agent (on behalf of itself and the other holders of the ABL

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Obligations), as applicable, to any motion, relief, action, or proceeding based on a claim by such Person that its interests in the Collateral in which such Person has a first-priority lien are not adequately protected (or any other similar request under any law applicable to a insolvency or liquidation proceeding).

Order of application

The Intercreditor Agreement provides that (i) any proceeds of any ABL Priority Collateral realized in connection with the enforcement of the ABL Agreement or any ABL Document or the exercise of any remedial provision thereunder shall be applied: first, to the payment of costs and expenses (including reasonable attorneys fees and expenses and court costs) of the Bank Collateral Agent and the holders of the ABL Obligations in connection with such enforcement; second, to the payment of the ABL Obligations in such order as specified in the ABL Documents (excluding any amounts in excess of the ABL Cap Amount); third, to the payment of the Notes Obligations; and fourth, to the payment of any remaining ABL Obligations in excess of the ABL Cap Amount, and (ii) any proceeds of any Notes Priority Collateral pursuant to the enforcement of the Notes, the Indenture or any Security Document or the exercise of any remedial provision thereunder, shall be applied: first, to the payment of costs and expenses (including reasonable attorneys fees and expenses and court costs) of the Notes Collateral Agent and the holders of the Notes Obligations in connection with such enforcement; second, to the payment of the Notes Obligations in such order as specified in the Indenture and the Security Documents; and third, to the payment of the ABL Obligations (including any amounts in excess of the ABL Cap Amount). To the extent any excess proceeds remain after the above application, the Bank Collateral Agent or Notes Collateral Agent, as applicable, shall deliver such excess proceeds to whosoever may be lawfully entitle to receive the same or as a court of competent jurisdiction may direct.

Until the repayment in full of the Notes Obligations, whether or not the Company or any Subsidiary Guarantor is subject to any insolvency or liquidation proceeding, the Bank Collateral Agent must segregate and hold in trust and promptly pay over to the Notes Collateral Agent, for the benefit of the holders of Notes Obligations, any Notes Priority Collateral that it receives in violation of the Intercreditor Agreement. Until the repayment in full of the ABL Obligations, whether or not the Company or any Subsidiary Guarantor is subject to any insolvency or liquidation proceeding, the Notes Collateral Agent must segregate and hold in trust and promptly pay over to the Bank Collateral Agent, for the benefit of the holders of ABL Obligations, any ABL Priority Collateral that it receives in violation of the Intercreditor Agreement.

In the event that proceeds attributable to a disposition of Collateral that constitutes Common Collateral (as defined in the Intercreditor Agreement) are received, the portion of such proceeds that will be allocated as proceeds of ABL Priority Collateral will be the amount equal to the net book value of such ABL Priority Collateral (except in the case of accounts, which amount will be equal to the face amount of such accounts). In the event that proceeds attributable to a disposition of Collateral that constitutes all of the assets of any Subsidiary Guarantor are received, the proceeds will constitute (1) first, in an amount equal to the face amount of the accounts and the net book value of all other ABL Priority Collateral owned by such Subsidiary Guarantor at the time of such sale, ABL Priority Collateral and (2) second, to the extent in excess of the amounts described in (1) above, Notes Priority Collateral.

Release of liens on collateral

The Intercreditor Agreement provides that the (i) second-priority Lien held by the Notes Collateral Agent, on behalf of the holders of the Notes Obligations, on the ABL Priority Collateral shall be automatically and unconditionally released with no further consent or action of any Person upon any release, sale or disposition of the ABL Priority Collateral permitted by the ABL Documents that results in a release (other than any release due to the repayment and discharge of the ABL Obligations) of the Lien granted to the Bank Collateral Agent, on behalf of the holders of the ABL Obligations under the ABL Documents, and (ii) second-priority Lien held by the Bank Collateral Agent, on

behalf of the holders of the ABL Obligations, on the Notes Priority Collateral shall be automatically and unconditionally released with no further consent or action of any Person upon any release, sale or disposition of the Notes Priority Collateral permitted by the Indenture and the Security Documents that

results in a release (other than any release due to the repayment and discharge of the Notes Obligations) of the Lien granted to the Notes Collateral Agent, on behalf of the holders of the Notes Obligations under the Indenture and Security Documents. In order to effect such foregoing releases, the parties shall promptly execute and deliver any release documents and instruments as the other shall request.

Amendment of Security Documents

The Intercreditor Agreement provides that in the event the Bank Collateral Agent or the other holders of ABL Obligations, the Company and the relevant guarantors enter into any amendment, waiver or consent in respect of any guarantee or any security or collateral document that is an ABL Document for the purpose of adding to, or deleting from, or waiving or consenting to any departures from any provisions of, any guarantee or any security or collateral document with respect to the ABL Documents or changing in any manner the rights of the Bank Collateral Agent, the other holders of ABL Obligations, the Company or any guarantor thereunder, then, to the extent such amendment, waiver or consent is with respect to the ABL Priority Collateral, it shall apply automatically to any comparable provision of the Indenture and the comparable Security Document without the consent of or any action by the Notes Collateral Agent or the holders of the Notes Obligations; provided that (i) no such amendment, waiver or consent shall have the effect of removing assets subject to the comparable Security Document except to the extent that a release of such lien is permitted by the Intercreditor Agreement and (ii) notice of such amendment, waiver or consent shall have been given to the Notes Collateral Agent no later than 30 days after its effectiveness, provided that the failure to give such notice shall not affect the effectiveness and validity thereof.

The Intercreditor Agreement provides that in the event the Notes Collateral Agent or the other holders of Notes Obligations, the Company and the relevant Subsidiary Guarantors enter into any amendment, waiver or consent in respect of the Indenture or any guarantee or any security or collateral document that is a Security Document for the purpose of adding to, or deleting from, or waiving or consenting to any departures from any provisions of, the Indenture, the Notes or any Security Document or changing in any manner the rights of the Notes Collateral Agent, the other holders of Notes Obligations, the Company or any other Subsidiary Guarantor thereunder, then to the extent such amendment, waiver or consent is with respect to the Notes Priority Collateral, it shall apply automatically to any comparable provision of the comparable ABL Documents without the consent of or any action by the Bank Collateral Agent or the holders of the ABL Obligations; provided that (i) no such amendment, waiver or consent shall have the effect of removing assets subject to the comparable ABL Document except to the extent that a release of such lien is permitted by the Intercreditor Agreement and (ii) notice of such amendment, waiver or consent shall have been given to the Bank Collateral Agent no later than 30 days after its effectiveness, provided that the failure to give such notice shall not affect the effectiveness and validity thereof.

Purchase option

If (i) an event of default has occurred and is continuing under the ABL Documents and remains uncured or unwaived for at least 30 consecutive days and (ii) the requisite holders of the ABL Obligations have not agreed to forbear from the exercise of remedies, then all or a portion of the holders of the Notes Obligations, as the case may be, shall have the option at any time upon 5 business days prior written notice given to the Bank Collateral Agent to purchase all of the ABL Obligations, such purchase to be consummated within 20 calendar days after notice of election of such option. If (i) an Event of Default has occurred and is continuing under the Notes Documents and remains uncured or unwaived for at least 30 consecutive days and (ii) the requisite holders of the Notes Obligations have not agreed to forbear from the exercise of remedies, then all or a portion of the holders of the ABL Obligations, as the case may be, shall have the option at any time upon 5 business days prior written notice given to the Notes Collateral Agent to purchase all of the Notes Obligations, such purchase to be consummated within 20 calendar days after notice of election of such option. The purchase price shall be equal to the full amount of all ABL Obligations or Notes

Obligations, as applicable, then outstanding and unpaid (including principal, interest, fees and expenses, including reasonable attorneys fees and legal expenses but specifically excluding any prepayment premium, make-whole, termination or similar fees) and, with respect to

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the purchase of the ABL Obligations, shall include the furnishing of cash collateral to the Bank Collateral Agent, in a manner and in such amounts as the Bank Collateral Agent determines is reasonably necessary to provide security for any issued and outstanding letters of credit, Hedging Obligations and cash management obligations comprising part of the ABL Obligations.

Release of Collateral

Collateral may be released from the Lien and security interest created by the Security Documents at any time or from time to time in accordance with the provisions of the Security Documents, the Intercreditor Agreement or the Indenture. The Company and the Subsidiary Guarantors will be entitled to a release of property and other assets included in the Collateral from the Liens securing the Notes under one or more of the following circumstances:

(i) to enable the Company or any Subsidiary Guarantor to sell, exchange or otherwise dispose of any of the Collateral to the extent not prohibited under Certain Covenants Limitation on Sales of Assets and Subsidiary Stock ;

(ii) in the case of a Subsidiary Guarantor that is released from its Subsidiary Guarantee with respect to the Notes, the release of the property and assets of such Subsidiary Guarantor;

(iii) pursuant to an amendment or waiver in accordance with Amendments and Waivers ;

(iv) pursuant to the terms of the Intercreditor Agreement; or

(v) if the Notes have been discharged or defeased pursuant to Satisfaction and Discharge or Defeasance ; provided that in the case of any release in whole pursuant to clauses (i), (ii) and (iii) above, all amounts owing at such time to the Trustee under the Indenture, the Notes, the Subsidiary Guarantees, the Security Documents and the Intercreditor Agreement have been paid.

To the extent applicable, the Company will cause TIA § 313(b), relating to reports, and TIA § 314(d), relating to the release of property or securities subject to the Lien of the Security Documents, to be complied with. Any release of Collateral permitted by the terms of the Indenture will be deemed not to impair the Liens under the Indenture or the Security Documents in contravention thereof. Any certificate or opinion required by TIA § 314(d) may be made by an officer or legal counsel, as applicable, of the Company except in the cases where TIA § 314(d) requires that such certificate or opinion be made by an independent person, which Person will be an independent engineer, appraiser or other expert selected by or reasonably satisfactory to the Trustee. Notwithstanding anything to the contrary in this paragraph, the Company will not be required to comply with all or any portion of TIA § 314(d) if it reasonably determines that, under the terms of TIA § 314(d) or any interpretation or guidance as to the meaning thereof of the SEC and its staff, including no action letters or exemptive orders, all or any portion of TIA § 314(d) is inapplicable to any release or series of releases of Collateral. In addition, and without limiting the generality of the foregoing, the Subsidiaries of the Company may, among other things, without any release or consent by the Trustee (and without the delivery of any Officers Certificate or any other documents under the Indenture, except as specified in this paragraph, but otherwise in compliance with the covenants of the Indenture and the Security Documents), conduct ordinary course activities with respect to the Collateral including, without limitation: (i) selling or otherwise disposing of, in

any transaction or series of related transactions, any property subject to the Liens and security interests created by the Indenture or any of the Security Documents which has become worn out, defective or obsolete or not used or useful in the business; (ii) abandoning, terminating, canceling, releasing or making alterations in or substitutions of any leases or contracts subject to the Liens and security interests created by the Security Documents; (iii) surrendering or modifying any franchise, license or permit subject to the Liens and security interests created by the Security Documents which it may own or under which it may be operating; (iv) altering, repairing, replacing or changing the location or position of and adding to its structures, machinery, systems, equipment, fixtures and appurtenances; (v) granting a license of any intellectual property; (vi) selling, transferring or otherwise disposing of inventory in the ordinary course of business; (vii) collecting accounts receivable in the ordinary course of business or selling, liquidating, factoring or otherwise disposing of accounts

receivable in the ordinary course of business; (viii) making cash payments in the ordinary course of business (including for the repayment of Indebtedness or interest and in connection with the Company s cash management activities) from cash that is at any time part of the Collateral that are not otherwise prohibited by the Indenture or the Security Documents; and (ix) abandoning any intellectual property which is no longer used or useful in the Company s business. The Company must deliver to the Trustee within 30 calendar days following the end of the fiscal year (or such later date as the Trustee shall agree), an Officers Certificate to the effect that all releases and withdrawals during the preceding fiscal year (or since the date of the Indenture, in the case of the first such certificate) in which no release or consent of the Trustee was obtained in the ordinary course of the Company s and its Subsidiaries business were not prohibited by the Indenture. Notwithstanding any of the foregoing to the contrary, the Trustee will execute and deliver to the Company all documents reasonably requested to evidence any such release of Collateral without any representation or warranty of any kind. In addition, in lieu of releasing the Liens created by any of the mortgages on material real property, the Trustee or the Notes Collateral Agent will, at the request of the Company, to the extent necessary to facilitate future savings in connection with mortgage recording taxes in any state that imposes such taxes, assign such Lien to a new lender or collateral agent without any representation or warranty of any kind.

Book-entry, Delivery and Form

The Exchange Notes will be issued initially only in the form of one or more global notes (collectively, the Global Notes). The Global Notes will be deposited upon issuance with the Trustee as custodian for The Depository Trust Company (DTC), in New York, New York, and registered in the name of DTC or its nominee, in each case for credit to an account of a direct or indirect participant in DTC as described below.

Except as set forth below, the Global Notes may be transferred, in whole and not in part, only to another nominee of DTC or to a successor of DTC or its nominee. Beneficial interests in the Global Notes may not be exchanged for Notes in certificated form except in the limited circumstances described below. See Exchange of Global Notes for Certificated Notes . Except in the limited circumstances described below, owners of beneficial interests in the Global Notes will not be entitled to receive physical delivery of Notes in certificated form. In addition, transfers of beneficial interests in the Global Notes will be subject to the applicable rules and procedures of DTC and its direct or indirect participants, which may change from time to time.

Depository procedures

The following description of the operations and procedures of DTC is provided solely as a matter of convenience. These operations and procedures are solely within the control of the respective settlement systems and are subject to changes by them. We take no responsibility for these operations and procedures and urge investors to contact the system or their participants directly to discuss these matters.

DTC has advised us that DTC is a limited-purpose trust company organized under the laws of the State of New York, a banking organization within the meaning of the New York Banking Law, a member of the Federal Reserve System, a clearing corporation within the meaning of the Uniform Commercial Code and a clearing agency registered pursuant to the provisions of Section 17A of the Exchange Act. DTC was created to hold securities for its participating organizations (collectively, the Participants) and to facilitate the clearance and settlement of transactions in those securities between Participants through electronic book-entry changes in accounts of its Participants. The Participants include securities brokers and dealers (including the initial purchasers), banks, trust companies, clearing corporations and certain other organizations. Access to DTC s system is also available to other entities such as banks, brokers, dealers and trust companies that clear through or maintain a custodial relationship with a Participant, either directly or indirectly (collectively, the Indirect Participants). Persons who are not Participants may beneficially own securities held by or on behalf of DTC only through the Participants or the Indirect Participants. The ownership interests in, and

transfers of ownership interests in, each security held by or on behalf of DTC are recorded on the records of the Participants and Indirect Participants.

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DTC has also advised us that, pursuant to procedures established by it:

(1) upon deposit of the Global Notes, DTC will credit the accounts of Participants with portions of the principal amount of the Global Notes; and

(2) ownership of these interests in the Global Notes will be shown on, and the transfer of ownership of these interests will be effected only through, records maintained by DTC (with respect to the Participants) or by the Participants and the Indirect Participants (with respect to other owners of beneficial interests in the Global Notes).

Investors in the Global Notes who are Participants in DTC s system may hold their interests therein directly through DTC. Investors in the Global Notes who are not Participants may hold their interests therein indirectly through organizations which are Participants in such system. All interests in a Global Note may be subject to the procedures and requirements of DTC. The laws of some jurisdictions require that certain Persons take physical delivery in definitive form of securities that they own. Consequently, the ability to transfer beneficial interests in a Global Note to such Persons will be limited to that extent. Because DTC can act only on behalf of Participants, which in turn act on behalf of Indirect Participants, the ability of a Person having beneficial interests in a Global Note to pledge such interests to Persons that do not participate in the DTC system, or otherwise take actions in respect of such interests, may be affected by the lack of a physical certificate evidencing such interests.

Except as described below, owners of an interest in the Global Notes will not have Notes registered in their names, will not receive physical delivery of Notes in certificated form and will not be considered the registered owners or Holders thereof under the Indenture for any purpose.

Payments in respect of the principal of, and interest and premium and additional interest, if any, on a Global Note registered in the name of DTC or its nominee will be payable to DTC in its capacity as the registered Holder under the Indenture. Under the terms of the Indenture, the Company and the Trustee will treat the Persons in whose names the Notes, including the Global Notes, are registered as the owners of the Notes for the purpose of receiving payments and for all other purposes. Consequently, neither the Company, the Trustee nor any agent of the Company or the Trustee has or will have any responsibility or liability for:

(1) any aspect of DTC s records or any Participant s or Indirect Participant s records relating to or payments made on account of beneficial ownership interests in the Global Notes or for maintaining, supervising or reviewing any of DTC s records or any Participant s or Indirect Participant s records relating to the beneficial ownership interests in the Global Notes; or

(2) any other matter relating to the actions and practices of DTC or any of its Participants or Indirect Participants.

DTC has advised us that its current practice, upon receipt of any payment in respect of securities such as the Notes (including principal and interest), is to credit the accounts of the relevant Participants with the payment on the payment date unless DTC has reason to believe it will not receive payment on such payment date. Each relevant Participant is credited with an amount proportionate to its beneficial ownership of an interest in the principal amount of the relevant security as shown on the records of DTC. Payments by the Participants and the Indirect Participants to

the beneficial owners of Notes will be governed by standing instructions and customary practices and will be the responsibility of the Participants or the Indirect Participants and will not be the responsibility of DTC, the Trustee or the Company. Neither the Company nor the Trustee will be liable for any delay by DTC or any of its Participants in identifying the beneficial owners of the Notes, and the Company and the Trustee may conclusively rely on and will be protected in relying on instructions from DTC or its nominee for all purposes.

Transfers between Participants in DTC will be effected in accordance with DTC s procedures, and will be settled in same-day funds.

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DTC has advised the Company that it will take any action permitted to be taken by a Holder of Notes only at the direction of one or more Participants to whose account DTC has credited the interests in the Global Notes and only in respect of such portion of the aggregate principal amount of the Notes as to which such Participant or Participants has or have given such direction. However, if there is an Event of Default under the Notes, DTC reserves the right to exchange the Global Notes for Notes in certificated form, and to distribute such Notes to its Participants.

Although DTC has agreed to the foregoing procedures in order to facilitate transfers of interests in the Global Notes among participants, it is under no obligation to perform such procedures, and such procedures may be discontinued or changed at any time. Neither the Company nor the Trustee nor any of their respective agents will have any responsibility for the performance by DTC or its participants or indirect participants of their respective obligations under the rules and procedures governing their operations.

Exchange of Global Notes for Certificated Notes

A Global Note is exchangeable for Certificated Notes if:

(1) DTC (a) notifies the Company that it is unwilling or unable to continue as depositary for the Global Notes or (b) has ceased to be a clearing agency registered under the Exchange Act and, in each case, a successor depositary is not appointed;

(2) the Company, at its option and subject to the procedures of DTC, notifies the Trustee in writing that it elects to cause the issuance of the Certificated Notes; or

(3) there has occurred and is continuing a Default with respect to the Notes.

In addition, beneficial interests in a Global Note may be exchanged for Certificated Notes upon prior written notice given to the Trustee by or on behalf of DTC in accordance with the Indenture. In all cases, Certificated Notes delivered in exchange for any Global Note or beneficial interests in Global Notes will be registered in the names, and issued in any approved denominations, requested by or on behalf of the depositary (in accordance with its customary procedures).

Exchange of Certificated Notes for Global Notes

Certificated Notes may not be exchanged for beneficial interests in any Global Note, except in the limited circumstances provided in the Indenture.

Same day settlement and payment

The Company will make payments in respect of the Notes represented by the Global Notes (including principal, premium, if any, interest and additional interest, if any) by wire transfer of immediately available funds to the accounts specified by the Global Note Holder. The Company will make all payments of principal, interest and premium and additional interest, if any, with respect to Certificated Notes by wire transfer of immediately available funds to the accounts specified by the Holders of the Certificated Notes or, if no such account is specified, by mailing a check to each such Holder s registered address. The Notes represented by the Global Notes are expected to be eligible to trade in DTC s Same-Day Funds Settlement System, and any permitted secondary market trading activity in

such notes will, therefore, be required by DTC to be settled in immediately available funds. The Company expects that secondary trading in any Certificated Notes will also be settled in immediately available funds.

Change of Control

Upon the occurrence of any of the following events (each a Change of Control), each Holder shall have the right to require that the Company repurchase such Holder s Notes at a purchase price in cash equal to 101%