SECURITIES AND EXCHANGE COMMISSION

FORM 8-K

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US CONCRETE INC CIK:**1073429**| IRS No.: **760586680** | State of Incorp.:**DE** | Fiscal Year End: **1231** Type: **8-K** | Act: **34** | File No.: **001-34530** | Film No.: **111179456** SIC: **3272** Concrete products, except block & brick	Mailing Address *2925 BRIARPARK* *SUITE 1050* *HOUSTON TX 77042*	Business Address *2925 BRIARPARK* *SUITE 1050* *HOUSTON TX 77042* *713-499-6200*

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

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): November 3, 2011

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

Delaware	**001-34530**	**76-0586680**
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification No.)

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

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

(Former name or former address, if changed since last report): **Not Applicable**

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 1.01 Entry into a Material Definitive Agreement.

On November 3, 2011, U.S. Concrete, Inc. (the “Borrower”), certain subsidiaries of the Borrower (the “Loan Parties”), JPMorgan Chase Bank, N.A., as administrative agent (the “Administrative Agent”), and certain lenders (the “Lenders”) entered into a First Amendment (the “First Amendment”) to the Credit Agreement, dated as of August 31, 2010, by and among the Borrower, the Loan Parties, JPMorgan Chase Bank, N.A. and the Lenders (as amended, the “Credit Agreement”). The First Amendment, among other things, (a) decreased the availability block under the Credit Agreement by $5.0 million to $10.0 million from the previous amount of $15.0 million, (b) deleted the fixed charge coverage test requirement that could increase the availability block by $1.0 million for each month until the Borrower satisfied the test, (c) deleted the conditions under which the availability block could be eliminated if the Borrower satisfied the fixed charge coverage ratio test, (d) modified the fixed charge coverage ratio covenant so that, beginning on April 1, 2012, at any time that Availability (as defined in the Credit Agreement) is less than $15.0 million, the Borrower must maintain a fixed charge coverage ratio of at least 1.0:1.0 for the trailing twelve month period until Availability is greater than or equal to $15.0 million for a period of 30 consecutive days, and (e) added a provision that requires the Borrower to retain a Financial Advisor (as defined in the First Amendment), at the request of Administrative Agent, to prepare a business assessment report for delivery to the Administrative Agent and the Lenders. The Borrower paid the Lenders a customary fee in connection with the First Amendment.

The foregoing description of the First Amendment is a summary and is qualified in its entirety by reference to the actual agreement, which is filed herewith as Exhibit 10.1 and is incorporated herein by reference.

Certain of the Lenders and their affiliates have provided, and may in the future provide, commercial banking and other financial services for us for which services they have received, and may in the future receive, customary fees.

Item 2.02 Results of Operations and Financial Condition.

On November 4, 2011, U.S. Concrete, Inc. issued a press release announcing its third quarter 2011 financial results. A copy of the press release is furnished as Exhibit 99.1 hereto, and the information contained in Exhibit 99.1 is incorporated herein by reference.

The information furnished pursuant to this Item 2.02, including Exhibit 99.1, shall not be deemed to be “filed” for the purposes of Section 18 of the Securities Exchange Act of 1934, as amended, and will not be incorporated by reference into any registration statement filed under the Securities Act of 1933, as amended, unless specifically identified therein as being incorporated therein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

10.1	First Amendment to Credit Agreement, dated as of November 3, 2011, by and among U.S. Concrete, Inc., the other Loan Parties party thereto, the Lenders party thereto and JPMorgan Chase Bank, N.A., as the administrative agent.
99.1	Press release of U.S. Concrete, Inc. dated November 4, 2011.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

U.S. CONCRETE, INC.

Date: November 4, 2011

By: /s/ James C. Lewis
Name: James C. Lewis
Title: Senior Vice President and Chief Financial Officer

Exhibit Index

Exhibit No.	Description
10.1	First Amendment to Credit Agreement, dated as of November 3, 2011, by and among U.S. Concrete, Inc., the other Loan Parties party thereto, the Lenders party thereto and JPMorgan Chase Bank, N.A., as the administrative agent.
99.1	Press release of U.S. Concrete, Inc. dated November 4, 2011.

Exhibit 10.1

FIRST AMENDMENT TO CREDIT AGREEMENT

THIS FIRST AMENDMENT TO CREDIT AGREEMENT (this "**First Amendment**") is executed as of the 3rd day of November, 2011 (the "**First Amendment Effective Date**"), by and among **U.S. CONCRETE, INC.**, a Delaware corporation (the "**Borrower**"), the other Loan Parties party hereto, the Lenders party hereto, and **JPMORGAN CHASE BANK, N.A.**, as the Administrative Agent.

W I T N E S S E T H:

WHEREAS, the Borrower, the other Loan Parties party thereto, the Administrative Agent and the Lenders are parties to that certain Credit Agreement dated as of August 31, 2010 (as amended, supplemented and modified from time to time, the "**Credit Agreement**"; unless otherwise defined herein, all capitalized terms used herein which are defined in the Credit Agreement shall have the meaning given such terms in the Credit Agreement, including, to the extent applicable, after giving effect to this First Amendment), pursuant to which the Lenders agreed to provide certain financing to the Borrower in accordance with the terms and conditions set forth therein; and

WHEREAS, the Borrower has requested that the Lenders amend certain provisions of the Credit Agreement as set forth herein; and

WHEREAS, subject to the terms and conditions set forth herein, the Lenders have agreed to the Borrower's requests.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confirmed, the parties hereto hereby agree as follows:

SECTION 1. **Amendments**. In reliance upon the representations, warranties, covenants and agreements contained in this First Amendment, and subject to the satisfaction of each condition precedent set forth in Section 2 hereof, the Credit Agreement shall be amended effective as of the First Amendment Effective Date in the manner provided in this Section 1.

1.1 **Amended Definition**. The definition of "**Availability Block**" contained in Section 1.01 of the Credit Agreement shall be amended and restated in its entirety to read as follows:

"**Availability Block**" means an amount equal to $10,000,000.

1.2 **New Definitions**. Section 1.01 of the Credit Agreement shall be amended to include the following defined terms in appropriate alphabetical order:

"**Financial Advisor**" means a financial advisory firm acceptable to the Administrative Agent and the Lenders.

"**First Amendment**" means that certain First Amendment to Credit Agreement dated as of November 3, 2011, by and among the Borrower, the other Loan Parties, the Administrative Agent and the Lenders party thereto.

"**First Amendment Effective Date**" means the "First Amendment Effective Date" as defined in the First Amendment.

1.3 **Deleted Definitions**. Section 1.01 of the Credit Agreement shall be amended to delete the definitions of "**FCCR Test**" and "**Initial Availability Block Period**" in their entirety.

1.4 **Amendment to Section 5.01 of the Credit Agreement**. Clause (p) of Section 5.01 of the Credit Agreement shall be amended and restated in its entirety to read in full as follows:

(p) No later than Thursday of every calendar week, commencing with the second week after the First Amendment Effective Date and ending at the sole discretion of the Administrative Agent, the Borrower shall deliver to the Administrative Agent a rolling 13-week cash flow projection of the Borrower and its Subsidiaries, which shall be in form and detail reasonably satisfactory to the Administrative Agent and the Lenders (each, a "**Cash Flow Forecast**"), certified by a Financial Officer of the Borrower as being prepared based upon good faith estimates and assumptions that are believed by senior management of the Borrower to be reasonable at the time made and as of the date of delivery that such Financial Officer is not aware of (x) any information contained in such Cash Flow Forecast which is false or materially misleading or (y) any omission of information which causes such Cash Flow Forecast to be false or materially misleading (it being understood that any such forecasts are estimates and that actual results may vary materially from such forecasts).

1.5 **Addition of Section 5.15 to the Credit Agreement**. A new Section 5.15 of the Credit Agreement shall be added to the end of Article V of the Credit Agreement to read as follows:

Section 5.15 Financial Advisor. At the request of the Administrative Agent, the Borrower shall retain the Financial Advisor within thirty (30) days after such request, on terms and conditions, including, without limitation, the scope of such engagement and the deadline by which the Financial Advisor shall complete the Financial Advisor Report (as defined below), acceptable to the Administrative Agent. No later than the deadline specified in the retention of the Financial Advisor and approved by the Administrative Agent, the Borrower shall deliver to the Administrative Agent and the Lenders a business assessment report prepared by the Financial Advisor (the "**Financial Advisor Report**") in form and detail satisfactory to the Administrative Agent and the Lenders.

1.6 **Amendment to Section 6.13 of the Credit Agreement**. Section 6.13 of the Credit Agreement shall be amended and restated in its entirety to read in full as follows:

Section 6.13 Fixed Charge Coverage Ratio. Beginning on April 1, 2012, and with respect to any day thereafter in which Availability was at any time less than $15,000,000 (any such day, the "FCCR Commencement Date"), the Borrower shall maintain a Fixed Charge Coverage Ratio for the trailing twelve month period of at least 1.0:1.0, determined (i) as of the last day of the fiscal month preceding the FCCR Commencement Date for which the Administrative Agent has received the monthly financial statements for the Borrower and its consolidated Subsidiaries pursuant to Section 5.01(c) and (ii) as of the last day of each fiscal month occurring thereafter for the trailing twelve month period ending on each such date, until Availability is equal to or greater than $15,000,000 for a period of thirty (30) consecutive days.

1.7 **Amendment to Article VII(d) of the Credit Agreement**. Clause (d) of Article VII of the Credit Agreement shall be amended and restated in its entirety to read in full as follows:

(d) any Loan Party shall fail to observe or perform any covenant, condition or agreement contained in Section 4.04, Section 5.02(a), Section 5.03, (with respect to a Loan Party's existence), Section 5.08, Section 5.15 or in Article VI;

SECTION 2. **Conditions Precedent to Amendment**. This First Amendment shall become effective as of the First Amendment Effective Date provided that each of the following conditions precedent shall have been satisfied:

2.1 **Counterparts**. The Administrative Agent shall have received counterparts of this First Amendment duly executed by the Borrower, each Loan Party and the Required Lenders.

2.2 **Incumbency Certificate**. The Administrative Agent shall have received an incumbency certificate on behalf of each Loan Party, which identifies by name and title and bears the signatures of the Responsible Officers and any other officers of such Loan Party authorized to sign this First Amendment.

2.3 **Amendment Fee.** The Borrower shall have paid to the Administrative Agent, including by the Administrative Agent charging the Collection Account of the Borrower, for the ratable benefit of each Lender, a non-refundable amendment fee in an aggregate amount equal to 0.50% of the amount of such Lender's Revolving Commitment.

2.4 **Fees and Expenses**. The Borrower shall have paid to the Administrative Agent, including by the Administrative Agent charging the Collection Account of the Borrower, all fees, expenses and reimbursement obligations owing by the Loan Parties to Administrative Agent as of the date of the execution and delivery hereof under the Loan Documents including, without limitation, all reasonable fees and expenses of Administrative Agent's counsel due and payable under the Credit Agreement or incurred in connection with the preparation, negotiation and execution of this First Amendment, all related documents and the transactions contemplated hereby and thereby.

2.5 **No Default**. No Default or Event of Default shall have occurred which is continuing.

2.6 **Other Documents**. The Administrative Agent shall have received such other documents, instruments and agreements as it or any Lender may reasonably request, all in form and substance reasonably satisfactory to the Administrative Agent and the Lenders.

SECTION 3. **Representations and Warranties**. In order to induce the Administrative Agent and each Required Lender to enter into this First Amendment, each Loan Party hereby jointly and severally represents and warrants to the Administrative Agent and each Lender, as of the First Amendment Effective Date, as follows:

3.1 **Reaffirm Existing Representations and Warranties**. The representations and warranties of each Loan Party set forth in the Credit Agreement and each other Loan Document are, subject to the limitations set forth herein and after giving effect to this First Amendment, true and correct in all material respects on and as of the date hereof, except to the extent such representations and warranties expressly relate to an earlier date, in which case they were true and correct in all material respects as of such earlier date.

3.2 **Due Authorization, No Conflicts**. The execution, delivery and performance by each Loan Party of this First Amendment, and all other documents, instruments or agreements executed by any Loan Party in connection with this First Amendment, are within each such Loan Party's corporate or organizational powers, as applicable, have been duly authorized by all necessary organizational action, as applicable, require no action by or in respect of, or filing with, any Governmental Authority and do not violate or constitute a default under any provision of applicable law or any material agreement binding upon any Loan Party or result in the creation or imposition of any Lien upon any of the assets of any Loan Party.

3.3 **Validity and Binding Effect**. This First Amendment and all other documents, instruments or agreements executed by any Loan Party in connection with this First Amendment each constitute the valid and binding obligations of each such Loan Party enforceable in accordance with their respective terms, except as the enforceability thereof may be limited by bankruptcy, insolvency or similar laws affecting creditors' rights generally, and the availability of equitable remedies may be limited by equitable principles of general application.

3.4 **Absence of Defaults**. Both before and after giving effect to this First Amendment, no Default or Event of Default has occurred and is continuing. Each Loan Party has complied with all of its obligations under the Loan Documents in all material respects.

3.5 **No Defense**. No Loan Party has any defense to payment, counterclaim or right of set-off with respect to any of the Obligations on the date hereof.

3.6 **Valid Liens**. The Lenders have and will continue to possess valid and perfected security interests in, and Liens upon, all of the Collateral as set forth in the Loan Documents.

3.7 **Accuracy of Information**. All information provided by the Loan Parties to the Administrative Agent and the Lenders in connection with this First Amendment including, without limitation, information concerning financial status, assets, liabilities or business plans, whether communicated orally or in writing, are true and correct in all material respects.

SECTION 4. **Miscellaneous**.

4.1 **Reaffirmation of Loan Documents and Liens**. Any and all of the terms and provisions of the Credit Agreement and the Loan Documents shall, except as amended hereby, remain in full force and effect. The applicable Loan Parties hereby reaffirm the Liens securing the Secured Obligations until the Secured Obligations have been paid in full, and agree that the amendments herein contained shall in no manner affect or impair the Secured Obligations or the Liens securing payment and performance thereof, all of which are ratified and confirmed.

4.2 **Parties in Interest**. All of the terms and provisions of this First Amendment shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

4.3 **Counterparts**. This First Amendment may be executed in counterparts, and all parties need not execute the same counterpart; however, no party shall be bound by this First Amendment until this First Amendment has been executed by the Borrower, each of the other Loan Parties and the Required Lenders and has become effective in accordance with the terms hereof, at which time this First Amendment shall be binding on, enforceable against and inure to the benefit of the Loan Parties and all Lenders. Counterparts received by facsimile or other electronic transmission (e.g., pdf) shall be effective as originals.

4.4 **COMPLETE AGREEMENT**. THIS FIRST AMENDMENT, THE CREDIT AGREEMENT AND THE OTHER LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENT AMONG THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES REGARDING THE SUBJECT MATTER HEREOF.

4.5 **Headings**. The headings, captions and arrangements used in this First Amendment are, unless specified otherwise, for convenience only and shall not be deemed to limit, amplify or modify the terms of this First Amendment, nor affect the meaning thereof.

4.6 **No Implied Waivers**. No failure or delay on the part of the Lenders or the Administrative Agent in exercising, and no course of dealing with respect to, any right, power or privilege under this First Amendment, the Credit Agreement or any other Loan Document shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege under this First Amendment, the Credit Agreement or any other Loan Document preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

4.7 **Expenses**. Each Loan Party hereby acknowledges and agrees that the Administrative Agent shall have the right to retain its own financial advisor and shall be reimbursed by the Borrower for all out-of-pocket expenses incurred by the Administrative Agent with respect to such financial advisor, in each case pursuant to Section 9.03 of the Credit Agreement.

4.8 **Review and Construction of Documents**. Each Loan Party hereby acknowledges, and represents and warrants to the Administrative Agent and the Lenders, that (a) such Loan Party has had the opportunity to consult with legal counsel of its own choice and has been afforded an opportunity to review this First Amendment with its legal counsel, (b) such Loan Party has reviewed this First Amendment and fully understands the effects thereof and all terms and provisions contained herein, (c) such Loan Party has executed this First Amendment of its own free will and volition, and (d) this First Amendment shall be construed as if jointly drafted by the Loan Parties and the Lenders. The recitals contained in this First Amendment shall be construed to be part of the operative terms and provisions of this First Amendment.

4.9 **Arms-Length/Good Faith**. This First Amendment has been negotiated at arms-length and in good faith by the parties hereto.

4.10 **Interpretation**. Wherever the context hereof shall so require, the singular shall include the plural, the masculine gender shall include the feminine gender and the neuter and vice versa.

4.11 **Severability**. In case any one or more of the provisions contained in this First Amendment shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this First Amendment shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

4.12 **Confirmation of Loan Guaranty, Assignments; Further Assurances**. By signing below where indicated, each Loan Party, in its capacity as Loan Guarantor, hereby acknowledges and approves the Credit Agreement, as amended by this First Amendment, and the Loan Documents (including, without limitation, any and all documents delivered in connection with this First Amendment) and the terms thereof, and specifically agrees to comply with all provisions which refer to or affect such Loan Guarantor, the Loan Guaranty and any matter in connection therewith. Without limiting the generality of the foregoing, each Loan Guarantor specifically consents to all of the transactions contemplated in this First Amendment and further agrees and confirms that the Loan Guaranty executed and provided to the Administrative Agent and the Lenders, as applicable, by such Loan Guarantor, continues in full force and effect in favor of the Administrative Agent and the Lenders, as applicable. The payment of the Guaranteed Obligations (or applicable portion thereof) shall continue to be unconditionally guaranteed by, and each Loan Guarantor hereby confirms and ratifies, the Loan Guaranty, and hereby unconditionally guarantees the prompt and full payment of the Guaranteed Obligations (or applicable portion thereof) to the Administrative Agent and the Lenders, as applicable, in accordance with the terms of the Loan Guaranty. Each Loan Party shall make, execute or endorse, and acknowledge and deliver or file or cause same to be done, all such documents, notices or other assurances, and take all such other action, as the Administrative Agent may, from time to time, deem reasonably necessary or proper in connection with this First Amendment and the Credit Agreement, as amended hereby.

4.13 **WAIVER OF JURY TRIAL**. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS FIRST AMENDMENT, ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (a) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (b) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS FIRST AMENDMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

4.14 **Governing Law**. This First Amendment and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of New York, but giving effect to federal laws applicable to national banks.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be duly executed by their respective authorized officers on the date and year first above written.

U.S. CONCRETE, INC., as Borrower

By: ______________________________

Name: William J. Sandbrook
Title: President and Chief Executive Officer

OTHER LOAN PARTIES:

ALBERTA INVESTMENTS, INC.
ALLIANCE HAULERS, INC.
ATLAS REDI-MIX, LLC
ATLAS-TUCK CONCRETE, INC.
BEALL CONCRETE ENTERPRISES, LLC
BEALL INDUSTRIES, INC.
BEALL INVESTMENT CORPORATION, INC.
BEALL MANAGEMENT, INC.
EASTERN CONCRETE MATERIALS, INC.
HAMBURG QUARRY LIMITED LIABILITY COMPANY
REDI-MIX CONCRETE, L.P.
REDI-MIX GP, LLC
REDI-MIX, LLC
U.S. CONCRETE ON-SITE, INC.
USC PAYROLL, INC.

By: ______________________________
Name: James C. Lewis
Title: President

[Signature Page to First Amendment to Credit Agreement]

AMERICAN CONCRETE PRODUCTS, INC.
BRECKENRIDGE READY MIX, INC.
CENTRAL CONCRETE SUPPLY CO., INC.
CENTRAL PRECAST CONCRETE, INC.
INGRAM CONCRETE, LLC
KURTZ GRAVEL COMPANY
SAN DIEGO PRECAST CONCRETE, INC.
SIERRA PRECAST, INC.
SMITH PRE-CAST, INC.
TITAN CONCRETE INDUSTRIES, INC.
USC ATLANTIC, INC.

By: ______________________________

Name: James C. Lewis
Title: Vice President

CONCRETE ACQUISITION IV, LLC
CONCRETE ACQUISITION V, LLC
CONCRETE ACQUISITION VI, LLC
CONCRETE XXXIV ACQUISITION, INC.
CONCRETE XXXV ACQUISITION, INC.
CONCRETE XXXVI ACQUISITION, INC.
LOCAL CONCRETE SUPPLY & EQUIPMENT, LLC
MASTER MIX, LLC
MASTER MIX CONCRETE, LLC
NYC CONCRETE MATERIALS, LLC
PEBBLE LANE ASSOCIATES, LLC
U.S. CONCRETE TEXAS HOLDINGS, INC.
USC MANAGEMENT CO., LLC

By: ______________________________

Name: William J. Sandbrook
Title: President

[Signature Page to First Amendment to Credit Agreement]

MG, LLC
SUPERIOR CONCRETE MATERIALS, INC.
USC TECHNOLOGIES, INC.

By: ____________________________

Name: William J. Sandbrook
Title: Vice President

[Signature Page to First Amendment to Credit Agreement]

RIVERSIDE MATERIALS, LLC

By: ______________________________

Name: William Steele

Title: Vice President

[Signature Page to First Amendment to Credit Agreement]

AGENTS AND LENDERS:

JPMORGAN CHASE BANK, N.A., as Administrative Agent, Issuing Bank, Swingline Lender and a Lender

By: ______________________________
Name: Mario Quintanilla
Title: Authorized Signatory

[Signature Page to First Amendment to Credit Agreement]

WELLS FARGO CAPITAL FINANCE, LLC, as a Lender

By: ______________________________
Name: David Klages
Title: Loan Portfolio Manager

[Signature Page to First Amendment to Credit Agreement]

Exhibit 99.1

U.S. CONCRETE REPORTS THIRD QUARTER 2011 RESULTS AND ENTERS INTO AMENDMENT TO CREDIT AGREEMENT

HOUSTON, TEXAS – November 4, 2011 – U.S. Concrete, Inc. (NASDAQ: USCR) today reported net income from continuing operations of $9.6 million, or $0.67 per diluted share, for the third quarter of 2011, compared to net income from continuing operations of $63.1 million in the third quarter of 2010. Included in third quarter 2011 net income from continuing operations was an approximate $11.2 million non-cash gain related to fair value changes in our derivative liabilities. Reorganization items resulted in a net gain of $65.8 million during the third quarter of 2010, primarily reflecting gains from the cancellation of debt in connection with the consummation of the Company's plan of reorganization on August 31, 2010 reduced by losses from the application of fresh-start accounting on August 31, 2010.

For the nine months ended September 30, 2011, the Company reported a net loss from continuing operations of $12.6 million, or $(1.05) per share, compared to net income from continuing operations of $25.7 million in the nine months ended September 30, 2010. Included in the nine months ended September 30, 2011 net loss from continuing operations was an approximate $9.9 million non-cash gain related to fair value changes in derivative liabilities. The $25.7 million income in the nine months ended September 30, 2010 included a $59.2 million gain related to our reorganization. Reorganization items consisted of a $151.9 million gain on the cancellation of the Company's Old Notes, partially offset by a $79.0 million loss on asset valuations resulting from fresh start accounting and $13.7 million of professional fees and other reorganization costs.

FIRST AMENDMENT TO CREDIT AGREEMENT

On November 3, 2011, the Company entered into a First Amendment (the "First Amendment") to the Credit Agreement, dated as of August 31, 2010. The First Amendment, among other things, (a) decreased the availability block under the Credit Agreement by $5.0 million to $10.0 million from the previous amount of $15.0 million, (b) deleted the fixed charge coverage test requirement that could increase the availability block by $1.0 million for each month until the Company satisfied the test, (c) deleted the conditions under which the availability block could be eliminated if the Company satisfied the fixed charge coverage ratio test and (d) modified the fixed charge coverage ratio covenant so that, beginning on April 1, 2012, at any time that Availability (as defined in the Credit Agreement) is less than $15.0 million, the Company must maintain a fixed charge coverage ratio of at least 1.0:1.0 for the trailing twelve month period until Availability is greater than or equal to $15.0 million for a period of 30 consecutive days.

THIRD QUARTER 2011 RESULTS

Revenue in the third quarter of 2011 increased 13.2% to $146.5 million, compared to $129.4 million in the third quarter of 2010. Ready-mixed concrete revenue increased 12.4% to $131.3 million in the third quarter of 2011, compared to $116.9 million in the third quarter of 2010. Ready-mixed concrete sales volumes for the third quarter of 2011 were approximately 1,200,000 cubic yards, up 11.5% from the approximate 1,076,000 cubic yards of ready-mixed concrete sold in the third quarter of 2010. The average selling price per cubic yard of ready-mixed concrete sold increased 3.1%, to $95.23, for the third quarter of 2011 when compared to the third quarter of 2010. Compared to the third quarter of 2010, we experienced higher ready-mixed concrete volumes in most of our major markets. On a market-by-market comparison, the average selling price per cubic yard of ready-mixed concrete increased in all of the Company's major markets, but competitive pressures remain high.

Precast concrete products revenue was up $3.4 million, or 21.4%, to $19.6 million for the third quarter of 2011 from $16.2 million during the corresponding period of 2010. Precast revenue was higher in our southern California and mid-Atlantic markets due to increased demand in commercial construction projects, but with generally lower margins. Partially offsetting this higher precast revenue was lower revenue in our northern California and Phoenix, Arizona markets as the result of the continued downturn in residential and commercial construction in these markets.

Adjusted EBITDA was $6.4 million in the third quarter of 2011, compared to $7.7 million in the third quarter of 2010. The Company's adjusted EBITDA margin for the third quarter of 2011 was 4.4%, as compared to 6.0% in the third quarter of 2010. The Company defines adjusted EBITDA as net income (loss) from continuing operations plus the provision (benefit) for income taxes, net interest expense, depreciation, depletion and amortization, reorganization items, and derivative loss or income. The Company defines adjusted EBITDA margin as the amount determined by dividing adjusted EBITDA by total revenue. Adjusted EBITDA and adjusted EBITDA margin are non-GAAP financial measures. For a reconciliation of adjusted EBITDA, adjusted EBITDA margin, free cash flow and net debt (other non-GAAP financial measures used in this release) to the most directly comparable GAAP financial measures, please see the attached "Additional Statistics" schedule.

Commenting on the third quarter of 2011 results, William J. Sandbrook, President and Chief Executive Officer of U.S. Concrete, said, "Overall, we are encouraged by the pickup in volumes and an improved pricing climate in the third quarter in the majority of our ready-mix markets. However, raw material and fuel cost increases and lower than expected results in our aggregates business translated into a disappointing EBITDA performance. In order to address the increasing costs, we announced price increases in September and October which appear to be holding. Furthermore, we will be entering 2012 with a healthy ready-mix backlog."

Selling, general and administrative expenses ("SG&A") increased approximately $0.6 million, or 5.0%, to $13.8 million in the third quarter of 2011 from $13.2 million in the third quarter of 2010. The Company experienced higher costs during the three months ended September 30, 2011 due primarily to cash and stock based compensation expense related to the hiring of our new President and Chief Executive Officer in August 2011. These costs were partially offset by reduced professional fees as a result of our restructuring.

Depreciation, depletion and amortization expense decreased $0.6 million, or 10.2%, to $5.0 million in the third quarter of 2011 from $5.6 million in the corresponding period of 2010. The decrease was primarily due to lower asset valuations after the application of fresh-start accounting on August 31, 2010.

Net interest expense decreased approximately $1.5 million, or 34.5%, to $2.8 million during the third quarter of 2011, compared to $4.3 million during the corresponding period of 2010. The decrease was due primarily to the cancellation of the Company's 8.375% Senior Subordinated Notes (the "Old Notes") in accordance with the consummation of the Company's plan of reorganization on August 31, 2010.

During the third quarter of 2011, the Company recorded non-cash derivative income of $11.2 million. Derivatives are required to be recorded on the balance sheet at their fair values in accordance with U.S. GAAP. Each quarter, the Company determines the fair value of the derivative liabilities and changes result in income or loss. During the third quarter of 2011, the Company recorded non-cash income of $8.8 million from fair value changes in an embedded derivative related to the Company's 9.5% Convertible Secured Notes due 2015. This fair value change was due primarily to a decrease in the price of the Company's common stock and market changes in conventional debt interest rates. Additionally, the Company recorded non-cash income from fair value changes in warrants of approximately $2.4 million during the third quarter of 2011 due primarily to the decrease in the price of the Company's common stock. This is compared to the non-cash income of $0.8 million during the corresponding period of 2010.

The Company had a net gain of approximately $65.8 million related to reorganization items during the third quarter of 2010, which consisted of a $151.9 million gain on the cancellation of the Company's Old Notes, partially offset by a $79.0 million loss on asset valuations resulting from fresh-start accounting and approximately $7.1 million of professional fees related to the reorganization. There were no costs recorded as reorganization items during the third quarter of 2011.

Income tax expense allocated to continuing operations was approximately $0.1 million in the third quarter of 2011, compared to income tax expense of $1.4 million in the third quarter of 2010. The Company's effective tax rate differs substantially from the federal statutory rate primarily due to the application of a valuation allowance that reduced the recognized benefit of deferred tax assets. In addition, certain state income taxes are calculated on bases different than pre-tax income (loss). This resulted in recording income tax expense in certain states that experience a pre-tax loss.

The Company's net cash provided by operations for the third quarter of 2011 was $3.1 million, compared to cash used in operations of $7.0 million for the third quarter of 2010. The improvement in the third quarter of 2011 was primarily the result of lower cash payments related to the Company's restructuring and higher profitability after the redemption of the Company's interest in its Michigan joint venture in September 2010. The Company's free cash flow for the third quarter of 2011 was $2.5 million, as compared to $(8.3) million for the third quarter of 2010. Capital expenditures decreased $0.6 million to $0.8 million for the third quarter of 2011, as compared to $1.4 million for the third quarter of 2010.

James C. Lewis, U.S. Concrete's Senior Vice President and Chief Financial Officer, stated, "As we have all year, we are monitoring liquidity closely. The amendment to our revolver was an important step in improving our ability to support our operations. Our recent performance has been below what we expected earlier in the year, and we do not expect to be cash flow neutral for all of 2011. We intend to continue to limit capital spending, to work to increase our collections performance in our outstanding receivable balances and to sell surplus assets when prices are attractive."

The Company's net debt at September 30, 2011 was approximately $65.4 million, up $22.3 million from September 30, 2010. The increase in the Company's net debt was primarily due to an increase in borrowings under the Company's credit facility to fund operations. Net debt at September 30, 2011 was comprised of total debt of $70.2 million, less cash and cash equivalents of $4.8 million.

YEAR-TO-DATE 2011 RESULTS

Revenue for the nine months ended September 30, 2011 increased 5.8% to $363.6 million, compared to $343.8 million for the nine months ended September 30, 2010. Ready-mixed concrete and concrete-related products revenues increased 5.4% to $325.8 million for the nine months ended September 30, 2011, compared to $309.1 million the nine months ended September 30, 2010. Ready-mixed concrete sales volumes for the nine months ended September 30, 2011 were approximately 2,988,000 cubic yards, which increased 4.5% compared to approximately 2,859,000 cubic yards of ready-mixed concrete sold during the nine months ended September 30, 2010. The average selling price per cubic yard of ready-mixed concrete sold increased 1.3%, to $93.33, for the nine months ended September 30, 2011 when compared to the nine months ended September 30, 2010. On a market-by-market comparison, the average selling price per cubic yard of ready-mixed concrete increased in most of the Company's major markets.

Precast products revenue increased $4.8 million, or 10.7%, to $49.7 million during the nine months ended September 30, 2011 from $44.9 million during the nine months ended September 30, 2010. This increase reflects higher commercial construction in our southern California and mid-Atlantic markets offset by lower residential and commercial construction in our Phoenix, Arizona and northern California markets.

Adjusted EBITDA was $1.8 million for the nine months ended September 30, 2011, compared to $3.7 million for the same period of 2010. The Company's adjusted EBITDA margin for the nine months ended September 30, 2011 was 0.5%, as compared to 1.1% in the nine months ended September 30, 2010.

SG&A expenses decreased $1.9 million, or 4.4%, to $41.9 million during the nine months ended September 30, 2011 from $43.8 million during the nine months ended September 30, 2010. The lower costs during the nine month period ended September 30, 2011 were partially due to reduced professional fees as a result of our restructuring of approximately $5.0 million. In addition, we experienced lower costs related to lower incentive based compensation accruals. Partially offsetting these reduced costs during 2011 was approximately $1.7 million of costs related to the departure of our former President and Chief Executive Officer and the costs related to the hiring of our new President and Chief Executive Officer in August 2011. The 2010 expenses also included a $1.0 million reduction of expense due to the settlement of a class action lawsuit in California for an amount that was below our estimate.

Depreciation, depletion and amortization expense decreased $2.7 million, or 14.9%, to $15.5 million for the nine months ended September 30, 2011 from $18.2 million for the nine months ended September 30, 2010. These decreases were primarily due to lower asset valuations after the application of fresh-start accounting on August 31, 2010.

Net interest expense for the nine months ended September 30, 2011 was $8.2 million, compared to $18.3 million for the nine months ended September 30, 2010. This decrease was due primarily to the cancellation of the Old Notes in accordance with the consummation of the Company's plan of reorganization on August 31, 2010.

During the nine months ended September 30, 2011, the Company recorded non-cash derivative income of $9.9 million. This income was comprised of $8.0 million from fair value changes in the embedded derivative related to the Company's 9.5% Convertible Secured Notes due 2015 and income of $1.9 million from fair value changes in warrants. This is compared to income of $0.8 million during the corresponding period of 2010.

The Company had a net gain of $59.2 million related to reorganization items during the nine months ended September 30, 2010, which consisted of a $151.9 million gain on the cancellation of the Old Notes, partially offset by a $79.0 million loss on asset valuations resulting from fresh start accounting and $13.7 million of professional fees and other reorganization costs. There were no costs recorded as reorganization items during the third quarter of 2011.

Income tax expense allocated to continuing operations was approximately $0.5 million for the nine months ended September 30, 2011, compared to $1.5 million in the nine months ended September 30, 2010. The Company's effective tax rate differs substantially from the federal statutory rate primarily due to the application of a valuation allowance that reduced the recognized benefit of deferred tax assets. In addition, certain state income taxes are calculated on bases different than pre-tax income (loss). This resulted in recording income tax expense in certain states that experience a pre-tax loss.

The Company used cash in operations of $9.7 million for the nine months ended September 30, 2011, compared to cash used in operations of $31.7 million for the nine months ended September 30, 2010. The improvement in the nine months ended September 30, 2011 was principally a result of higher profitability and lower cash payments related to our restructuring. Profitability was higher in the 2011 period due partially to the redemption of our 60% interest in Superior Materials Holdings, LLC in September 2010 and due to our restructuring, which resulted in lower interest expense during the nine months ended September 30, 2011. The Company's free cash flow for the nine months ended September 30, 2011 was $(14.7) million, as compared to $(36.4) million for the nine months ended September 30, 2010. Capital expenditures increased $1.0 million to $5.9 million for the nine months ended September 30, 2011, as compared to $4.9 million for the corresponding period of 2010. This increase was due primarily to purchases of mixer trucks after the expiration of lease terms during the first two quarters of 2011 totaling approximately $3.9 million.

FRESH START ACCOUNTING

The Company applied the Financial Accounting Standards Board's Accounting Standards Codification ("ASC") 852 "Reorganizations" to its financial statements while the Company operated under the provisions of Chapter 11 of the United States Bankruptcy Code. As of August 31, 2010, the Company applied fresh-start accounting under the provisions of ASC 852. The adoption of fresh-start accounting resulted in the Company becoming a new entity for financial reporting purposes. Accordingly, the Company's financial statements for periods prior to August 31, 2010 are not comparable with its financial statements for periods on or after August 31, 2010. References to "Successor" refer to the Company on or after August 31, 2010, after giving effect to the provisions of our Plan of Reorganization and the application of fresh-start accounting. References to "Predecessor" refer to the Company prior to August 31, 2010.

CONFERENCE CALL

U.S. Concrete has scheduled a conference call for Friday, November 4, 2011, at 10:00 a.m., Eastern Time, to review its third quarter 2011 results. To participate in the call, dial 480-629-9770 at least ten minutes before the conference call begins and ask for the U.S. Concrete conference call. A replay of the conference call will be available through December 4, 2011. To access the replay, dial 303-590-3030 and use the access code 4484411.

Investors, analysts and the general public will also have the opportunity to listen to the conference call over the Internet by accessing the Company's Web site at www.us-concrete.com. To listen to the live call on the Web, please visit the Web site at least 15 minutes early to register, download and install any necessary audio software. For those who cannot listen to the live Webcast, an archive will be available shortly after the call at www.us-concrete.com within the investors section of that site.

USE OF NON-GAAP FINANCIAL MEASURES

This press release uses the non-GAAP financial measures "adjusted EBITDA," "adjusted EBITDA margin," "free cash flow" and "net debt." The Company has included adjusted EBITDA and adjusted EBITDA margin in this press release because these measures are widely used by investors for valuation and comparing the Company's financial performance with the performance of other building material companies. The Company also uses adjusted EBITDA and adjusted EBITDA margin to monitor and compare the financial performance of its operations. Adjusted EBITDA does not give effect to the cash the Company must use to service its debt or pay its income taxes, and thus does not reflect the funds actually available for capital expenditures. In addition, the Company's presentation of adjusted EBITDA may not be comparable to similarly titled measures that other companies report. The Company considers free cash flow to be an important indicator of its ability to service debt and generate cash for acquisitions and other strategic investments. The Company believes that net debt is useful to investors as a measure of its financial position. Non-GAAP financial measures should be viewed in addition to, and not as an alternative for, the Company's reported operating results or cash flow from operations or any other measure of performance as determined in accordance with GAAP. See the attached "Additional Statistics" for a reconciliation of each of these non-GAAP financial measures to the most comparable GAAP financial measures for the three and nine month periods ended September 30, 2011 and 2010.

ABOUT U.S. CONCRETE

U.S. Concrete services the construction industry in several major markets in the United States through its two business segments: ready-mixed concrete and concrete-related products; and precast concrete products. The Company has 102 fixed and 11 portable ready-mixed concrete plants, seven precast concrete plants and seven producing aggregates facilities. During 2010, these plant facilities produced approximately 3.8 million cubic yards of ready-mixed concrete from continuing operations and 3.1 million tons of aggregates. For more information on U.S. Concrete, visit www.us-concrete.com.

CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING STATEMENTS

This press release contains various forward-looking statements and information that are based on management's belief, as well as assumptions made by and information currently available to management. These forward-looking statements speak only as of the date of this press release. The Company disclaims any obligation to update these statements and cautions you not to rely unduly on them. Forward-looking information includes, but is not limited to, statements regarding: encouraging nature of increase in both volumes and pricing in our ready-mixed concrete markets; ability to concentrate on liquidity and deploy cash effectively; our future backlog; declining capital expenditures; potential asset sales; and adequacy of current liquidity. Although U.S. Concrete believes that the expectations reflected in such forward-looking statements are reasonable, it can give no assurance that those expectations will prove to have been correct. Such statements are subject to certain risks, uncertainties and assumptions, including, among other matters: general and regional economic conditions; the level of activity in the construction industry; the ability of U.S. Concrete to complete acquisitions and to effectively integrate the operations of acquired companies; development of adequate management infrastructure; departure of key personnel; access to labor; union disruption; competitive factors; government regulations; exposure to environmental and other liabilities; the cyclical and seasonal nature of U.S. Concrete's business; adverse weather conditions; the availability and pricing of raw materials; the availability of refinancing alternatives; and general risks related to the industry and markets in which U.S. Concrete operates. Should one or more of these risks materialize, or should underlying assumptions prove incorrect, actual results or outcomes may vary materially from those expected. These risks, as well as others, are discussed in greater detail in U.S. Concrete's filings with the Securities and Exchange Commission, including U.S. Concrete's Annual Report on Form 10-K for the year ended December 31, 2010 and subsequent Quarterly Reports on Form 10-Q.

(Tables Follow)

U.S. CONCRETE, INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS
(Unaudited)
(in thousands, except per share amounts)

	Successor		Predecessor
	Three Months Ended September 30, 2011	Period from September 1, through September 30, 2010	Period from July 1, through August 31, 2010
Revenue	$ 146,509	$ 41,030	$ 88,370
Cost of goods sold before depreciation, depletion and amortization	126,541	34,909	73,755
Selling, general and administrative expenses	13,846	4,591	8,595
Depreciation, depletion and amortization	5,004	1,353	4,221
Loss on sale of assets	96	—	38
Income from continuing operations	1,022	177	1,761
Interest expense, net	2,826	913	3,404
Derivative income	11,160	800	—
Other income, net	370	53	143
Income (loss) from continuing operations before reorganization items and income taxes	9,726	117	(1,500)
Reorganization items	—	—	(65,849)
Income from continuing operations before income taxes	9,726	117	64,349
Income tax expense (benefit)	117	(35)	1,415
Net income from continuing operations	9,609	152	62,934
Loss from discontinued operations, net of taxes and loss attributable to non-controlling interest (1)	—	—	(10,213)
Net income attributable to stockholders	$ 9,609	$ 152	$ 52,721
Earnings (loss) per share attributable to stockholders – basic			
Income from continuing operations	$ 0.80	$ 0.01	$ 1.72
Loss from discontinued operations, net of income tax benefit	—	—	(0.28)
Net income	$ 0.80	$ 0.01	$ 1.44
Earnings (loss) per share attributable to stockholders – diluted			
Income from continuing operations	$ 0.67	$ 0.01	$ 1.72
Loss from discontinued operations, net of income tax benefit	—	—	(0.28)
Net income	$ 0.67	$ 0.01	$ 1.44
Weighted average shares outstanding:			
Basic	12,051	11,928	36,703
Diluted	17,290	11,928	36,703

(1) Includes the loss on redemption of our interest in our Michigan joint venture and the results of operations for the periods indicated, net of income taxes and non-controlling interest.

U.S. CONCRETE, INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS
(Unaudited)
(in thousands, except per share amounts)

	Successor		Predecessor
	Nine Months Ended September 30, 2011	Period from September 1 through September 30, 2010	Period from January 1 through August 31, 2010
Revenue	$ 363,585	$ 41,030	$ 302,748
Cost of goods sold before depreciation, depletion and amortization	320,871	34,909	261,830
Selling, general and administrative expenses	41,925	4,591	39,241
Depreciation, depletion and amortization	15,505	1,353	16,862
(Gain) loss on sale of assets ...	(121)	—	78
Income (loss) from continuing operations	(14,595)	177	(15,263)
Interest expense, net	8,197	913	17,369
Derivative income	9,858	800	—
Other income, net	873	53	534
Income (loss) from continuing operations before reorganization items and income taxes	(12,061)	117	(32,098)
Reorganization items	—	—	(59,191)
Income (loss) from continuing operations before income taxes	(12,061)	117	27,093
Income tax expense (benefit)	496	(35)	1,576
Net income (loss) from continuing operations	(12,557)	152	25,517
Loss from discontinued operations, net of taxes and loss attributable to non-controlling interest (1)	—	—	(12,672)
Net income (loss) attributable to stockholders	$ (12,557)	$ 152	$ 12,845
Earnings (loss) per share attributable to stockholders – basic and diluted			
Income (loss) from continuing operations	$ (1.05)	$ 0.01	$ 0.70
Loss from discontinued operations, net of income tax benefit	—	—	(0.35)
Net income (loss)	$ (1.05)	$ 0.01	$ 0.35
Basic and diluted weighted average shares outstanding	12,000	11,928	36,699

(1) Includes the loss on redemption of our interest in our Michigan joint venture and the results of operations for the periods indicated, net of income taxes and non-controlling interest.

U.S. CONCRETE, INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED BALANCE SHEETS
(Unaudited)
(in thousands)

	September 30, 2011	December 31, 2010
ASSETS		
Current assets:		
Cash and cash equivalents	$ 4,797	$ 5,290
Trade accounts receivable, net	97,867	74,534
Inventories	32,762	29,396
Deferred income taxes	1,542	4,042
Prepaid expenses	3,898	3,803
Other current assets	6,000	6,366
Total current assets	146,866	123,431
Property, plant and equipment, net	130,572	140,274
Goodwill	1,481	1,481
Other assets	8,183	9,529
Assets held for sale	—	813
Total assets	$ 287,102	$ 275,528
LIABILITIES AND EQUITY		
Current liabilities:		
Current maturities of long-term debt	$ 639	$ 1,164
Accounts payable and accrued liabilities	86,001	68,309
Derivative liabilities	5,869	15,727
Total current liabilities	92,509	85,200
Long-term debt, net of current maturities	69,603	52,017
Other long-term obligations and deferred credits	7,975	7,429
Deferred income taxes	2,451	4,749
Total liabilities	172,538	149,395
Commitments and contingencies		
Equity:		
Preferred stock	—	—
Common stock	13	12
Additional paid-in capital	133,256	131,875
Retained deficit	(18,311)	(5,754)
Treasury stock, at cost	(394)	—
Total stockholders' equity	114,564	126,133
Total liabilities and equity	$ 287,102	$ 275,528

U.S. CONCRETE, INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(Unaudited)
(in thousands)

	Successor		Predecessor
	Nine months ended September 30, 2011	Period from September 1 through September 30, 2010	Period from January 1 through August 31, 2010
CASH FLOWS FROM OPERATING ACTIVITIES:	(9,706)	(5,656)	(26,046)
CASH FLOWS FROM INVESTING ACTIVITIES:			
Purchases of property, plant and equipment	(5,950)	(450)	(4,475)
Proceeds from disposals of property, plant and equipment	973	10	252
Payments for acquisitions/redemption	(1,748)	(640)	—
Net cash used in investing activities	(6,725)	(1,080)	(4,223)
CASH FLOWS FROM FINANCING ACTIVITIES:			
Proceeds from Convertible Notes	—	—	55,000
Proceeds from Successor borrowings	112,119	13,198	2,063
Repayments on Successor borrowings	(95,787)	(8,191)	(2,063)
Proceeds from prepetition borrowings	—	—	51,172
Repayments of prepetition borrowings	—	—	(67,872)
Proceeds from debtor-in-possession facility	—	—	161,182
Repayments from debtor-in-possession facility	—	—	(161,182)
Net proceeds from (repayments on) other borrowings	—	(104)	1,251
Financing costs	—	—	(9,469)
Purchase of treasury shares	(394)	—	(70)
Non-controlling interest capital contributions	—	—	2,481
Net cash provided by financing activities	15,938	4,903	32,493
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	(493)	(1,833)	2,224
CASH AND CASH EQUIVALENTS AT BEGINNING OF PERIOD	5,290	6,453	4,229
CASH AND CASH EQUIVALENTS AT END OF PERIOD	$ 4,797	$ 4,620	$ 6,453

U.S. CONCRETE, INC.
SELECTED REPORTABLE SEGMENT INFORMATION
(In thousands)
(Unaudited)

	Successor		Predecessor	Successor		Predecessor
	Three Months Ended September 30, 2011	Period from September 1, through September 30, 2010	Period from July 1, through August 31, 2010	Nine Months Ended September 30, 2011	Period from September 1, through September 30, 2010	Period from January 1, through August 31, 2010
Revenue:						
Ready-mixed concrete and concrete-related products	$ 131,339	$ 36,594	$ 80,288	$ 325,830	$ 36,594	$ 272,488
Precast concrete products	19,622	5,476	10,684	49,737	5,476	39,457
Inter-segment revenue	(4,452)	(1,040)	(2,602)	(11,982)	(1,040)	(9,197)
Total revenue	$ 146,509	$ 41,030	$ 88,370	$ 363,585	$ 41,030	$ 302,748
Segment Operating Profit (Loss):						
Ready-mixed concrete and concrete-related products	$ 4,612	$ 1,273	$ 3,623	$ (393)	$ 1,273	$ 250
Precast concrete products	(215)	380	(716)	(1,591)	380	(737)
Derivative income	11,160	800	—	9,858	800	—
Reorganization items	—	—	65,849	—	—	59,191
Unallocated overhead and other income	1,492	411	1,535	3,039	411	2,206
Corporate:						
Selling, general and administrative expenses	(4,497)	(1,834)	(2,538)	(14,777)	(1,834)	(16,448)
Interest expense, net	(2,826)	(913)	(3,404)	(8,197)	(913)	(17,369)
Profit (loss) from continuing operations before income taxes interest	$ 9,726	$ 117	$ 64,349	$ (12,061)	$ 117	$ 27,093
Depreciation, Depletion and Amortization:						
Ready-mixed concrete and concrete-related products	$ 4,133	$ 1,120	$ 3,371	$ 12,842	$ 1,120	$ 13,456
Precast concrete products	309	125	453	945	125	1,808
Corporate	562	108	397	1,718	108	1,598
Total depreciation, depletion and amortization	$ 5,004	$ 1,353	$ 4,221	$ 15,505	$ 1,353	$ 16,862

U.S. CONCRETE, INC.
ADDITIONAL STATISTICS
(In thousands, unless otherwise noted)
(Unaudited)

We report our financial results in accordance with generally accepted accounting principles in the United States ("GAAP"). However, our management believes that certain non-GAAP performance measures and ratios, which our management uses in managing our business, may provide users of this financial information additional meaningful comparisons between current results and results in prior operating periods. See the table below for (1) presentations of our adjusted EBITDA, adjusted EBITDA margin and Free Cash Flow for the three and nine months ended September 30, 2011 and September 30, 2010 and (2) Net Debt as of September 30, 2011 and September 30, 2010 and (3) corresponding reconciliations to GAAP financial measures for the three and nine months ended September 30, 2011 and 2010 and as of September 30, 2011 and 2010. We have also included in the table below certain Ready-Mixed Concrete Statistics for the three and nine months ended September 30, 2011 and September 30, 2010.

We define adjusted EBITDA as our net income (loss) attributable to stockholders, plus the provision (benefit) for income taxes, reorganization costs, net interest expense, depreciation, depletion and amortization. We define adjusted EBITDA margin as the amount determined by dividing adjusted EBITDA by total revenue. We have included adjusted EBITDA and adjusted EBITDA margin in the accompanying tables because they are widely used by investors for valuation and comparing our financial performance with the performance of other building material companies. We also use adjusted EBITDA and adjusted EBITDA margin to monitor and compare the financial performance of our operations. Adjusted EBITDA does not give effect to the cash we must use to service our debt or pay our income taxes and thus does not reflect the funds actually available for capital expenditures. In addition, our presentation of adjusted EBITDA may not be comparable to similarly titled measures other companies report.

We define Free Cash Flow as cash provided by (used in) operations less capital expenditures for property, plant and equipment, net of disposals. We consider Free Cash Flow to be an important indicator of our ability to service our debt and generate cash for acquisitions and other strategic investments.

We define Net Debt as total debt, including current maturities and capital lease obligations, minus cash and cash equivalents. We believe that Net Debt is useful to investors as a measure of our financial position.

Non-GAAP financial measures should be viewed in addition to, and not as an alternative for, our reported operating results or cash flow from operations or any other measure of performance prepared in accordance with GAAP.

	Three Months Ended September 30, 2011	Nine Months Ended September 30, 2011
Ready-Mixed Concrete Statistics:		
Average price per cubic yards (in dollars)	$ 95.23	$ 93.33
Volume (in cubic yards and thousands)	1,200	2,988
Adjusted EBITDA reconciliation:		
Income (loss) from continuing operations	$ 9,609	$ (12,557)
Income tax expense (benefit)	117	496
Interest expense, net	2,826	8,197
Derivative income	(11,160)	(9,858)
Depreciation, depletion and amortization	5,004	15,505
Adjusted EBITDA	$ 6,396	$ 1,783
Adjusted EBITDA margin	4.4%	0.5%
Free Cash Flow reconciliation:		
Net cash provided by (used in) operations	$ 3,054	$ (9,706)
Less: capital expenditures, net of disposals of $190 and $973	(589)	(4,977)
Free Cash Flow	$ 2,465	$ (14,683)

Net Debt reconciliation: **As of**

	September 30, 2011
Total debt, including current maturities and capital lease obligations	$ 70,242
Less: cash and cash equivalents	4,797
Net Debt	$ 65,445

	Three Months Ended September 30, 2010	Nine Months Ended September 30, 2010
Ready-Mixed Concrete Statistics:		
Average price per cubic yards (in dollars)	$ 92.35	$ 92.14
Volume (in cubic yards and thousands)	1,076	2,859
Adjusted EBITDA reconciliation:		
Income from continuing operations	$ 63,086	$ 25,669
Income tax expense	1,380	1,541
Interest expense, net	4,317	18,282
Derivative income	(800)	(800)
Depreciation, depletion and amortization	5,574	18,215
Reorganization items	(65,849)	(59,191)
Adjusted EBITDA	$ 7,708	$ 3,716
Adjusted EBITDA margin	6.0%	1.1%
Free Cash Flow reconciliation:		
Net cash used in operations	$ (6,990)	$ (31,702)
Less: capital expenditures, net of disposals $51 and $262	(1,346)	(4,663)
Free Cash Flow	$ (8,336)	$ (36,365)

Net Debt reconciliation:	As of September 30, 2010
Total debt, including current maturities and capital lease obligations	$ 47,697
Less: cash and cash equivalents	4,620
Net Debt	$ 43,077

Contact:
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