



May 15, 2008

Scott D. Gilchrist, Esq.  
Cohen & Malad, LLP  
One Indiana Square, Suite 1400  
Indianapolis, IN 46204

Re: Ready Mixed Concrete Antitrust Litigation

Dear Mr. Gilchrist:

This letter, when signed by you, will evidence our agreement relating to the provision of economic consulting services to your firm in the above referenced matter. All services will be charged based upon actual number of hours worked, together with reimbursement of reasonable out of pocket expenses incurred in connection with the performance of the work. The hourly rates for individuals who may ultimately be utilized in this engagement are as follows:

- Gordon C. Rausser, Ph.D. - \$650
- Project Manager - \$425
- Senior Economist - \$300
- Database Architect - \$300
- Analytical Programmer - \$300
- Analyst - \$250
- Research Analyst - \$200
- Project Assistant - \$90
- Data Entry - \$50

We will comply with the provisions of any Protective Order entered in this case and will assure that all information received by us relating to this matter (regardless of its form) is treated as confidential, and that reasonable physical, network and information security procedures are continuously employed. Such information 1) will be used solely in connection with work to be performed for your firm; 2) will not be distributed or published to any person except those expressly approved by you to have access; and 3) will be returned to you promptly upon the conclusion of this engagement. These requirements shall not be deemed to apply to information that is or becomes (through no fault of ours) publicly available, which was already in our possession prior to its receipt from you, or which we subsequently and rightfully obtain from a third party who is not, itself, under any duty of confidentiality to your firm or your client in connection with this matter. All of the work we are performing will also be maintained as confidential, except as you may direct. Any reports, drafts, or other work product generated by us will be subject to the same confidentiality restrictions set forth in this paragraph. The provisions of this paragraph shall survive the termination of this agreement.

We, and the testifying expert and other staff providing services pursuant to this agreement, operate solely as independent contractors and shall not be deemed to be employees of your firm. You will have no responsibility for withholding or paying social security, payroll, unemployment insurance or income taxes on our behalf.

During the term of this engagement, we will not provide services for any third party that will conflict with the services we are providing to you hereunder.

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May 15, 2008

Page 2

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Any invoices that remain unpaid more than 30 days after due will bear interest at the highest rate permitted by law. In addition, we reserve the right to terminate this engagement in the event that our invoices become more than 60 days past due. You have the right to terminate this engagement at any time upon payment in full of the outstanding invoices.

This agreement is entered into pursuant to, and shall be construed under, the laws of the State of Indiana. We will assure that all individuals whose services we utilize in connection with this engagement (whether as employees or independent contractors) are aware of and agree to be bound by each of the provisions of this letter.

If the foregoing terms accurately set forth our agreement, please countersign and return one copy of this letter to me and retain the other for your records.

Very Truly Yours,



Laura R. Craft  
President, OnPoint Analytics

Agreed and Accepted

Cohen & Malad, LLP

By \_\_\_\_\_  
Scott D. Gilchrist, Esq.