

Exhibit "A"

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF INDIANA
INDIANAPOLIS DIVISION**

IN RE READY-MIXED CONCRETE)	Master Docket No.
ANTITRUST LITIGATION.)	1:05-cv-00979-SEB-JMS
THIS DOCUMENT RELATES TO:)	_____
ALL ACTIONS)	

**SETTLEMENT AGREEMENT WITH SOUTHFIELD CORPORATION
F/K/A PRAIRIE MATERIAL SALES, INC. AND GARY MATNEY**

This Settlement Agreement ("Agreement") is made and entered into as of this 24th day of April, 2008 (the "Execution Date") by and among defendant Southfield Corporation, an Illinois corporation formerly known as Prairie Material Sales, Inc. ("Southfield Corporation"), defendant Gary Matney ("Matney"), and plaintiff class representatives, Kort Builders, Inc., Dan Grote, Cherokee Development, Inc., Winger/Stolberg Group, Inc., Marmax Construction, LLC, Boyle Construction Management, Inc., and T&R Contractor, Inc. (collectively, "Plaintiffs"), both individually and on behalf of a proposed class of purchasers of Ready-Mixed Concrete who purchased Ready-Mixed Concrete, which was delivered from a facility within the Central Indiana Area from July 1, 2000 through May 25, 2004, directly from any Defendants (or any predecessors, parents, subsidiaries, or affiliates thereof) named in the Second Amended Consolidated Class Action Complaint (the "Complaint") in the above-captioned consolidated action (the "Action") pending in the United States District Court for the Southern District of Indiana (the "Court").

WHEREAS, Plaintiffs are prosecuting the Action on their own behalf and on behalf of the proposed Class against (among others) Southfield Corporation and Matney (together referred to herein as "Southfield"); and

WHEREAS, Plaintiffs allege that Southfield Corporation and Matney participated in an unlawful conspiracy to raise, fix, maintain, or stabilize the price of Ready-Mixed Concrete in the Central Indiana Area at artificially high levels, in violation of Section 1 of the Sherman Act; and

WHEREAS, Matney is the individual who first brought information regarding Other Defendants' participation in the alleged price-fixing conspiracy to the attention of the United States Department of Justice ("DOJ") and cooperated with DOJ's investigation; and

WHEREAS, Southfield Corporation and Matney each have denied and do deny participating in the conspiracy alleged in the Complaint and believe that they have good defenses to the claims alleged against them in the Complaint; and

WHEREAS, there has been no determination by the Court of any wrongdoing or liability of any kind by Southfield Corporation or Matney; and

WHEREAS, Plaintiffs, through their counsel, have conducted an investigation into the facts and the law regarding the Action and have concluded that a settlement with Southfield Corporation and Matney according to the terms set forth below is in the best interest of Plaintiffs and the proposed Class; and

WHEREAS, Southfield Corporation and Matney have agreed to enter into this Agreement to avoid further expense, inconvenience, and the distraction of burdensome and protracted litigation;

NOW, THEREFORE, in consideration of the covenants, agreements and releases set forth herein and for other good and valuable consideration, it is agreed by and among the undersigned that the Action be settled, compromised and dismissed on the merits with prejudice as to claims against Southfield Corporation and Matney only, subject to the approval of the

Court, with each side to bear its own costs and attorneys' fees, and on the following terms and conditions.

A. Definitions

The following terms, as used in this Agreement, have the following meanings:

1. "Central Indiana Area" means Boone, Hamilton, Hancock, Hendricks, Johnson, Madison, Marion, Monroe, Morgan, and Shelby Counties, in the State of Indiana.

2. "Class" and "Settlement Class" mean all persons or entities who purchased Ready-Mixed Concrete directly from any of the Defendants or any of their co-conspirators, which was delivered from a facility within the Counties of Boone, Hamilton, Hancock, Hendricks, Johnson, Madison, Marion, Monroe, Morgan, and Shelby, in the State of Indiana, at any time from and including July 1, 2000 through and including May 25, 2004, but excluding Defendants, their co-conspirators, their respective parents, subsidiaries, and affiliates, and federal, state, and local government entities and political subdivisions.

3. "Class Counsel" shall refer to the law firms of Cohen & Malad, LLP, One Indiana Square, Suite 1400, Indianapolis, Indiana, and Susman Godfrey, LLP, 901 Main Street, Suite 5100, Dallas, Texas.

4. "Class Member" means each member of the Class who does not timely elect to be excluded from the Class.

5. "Class Period" means the period from and including July 1, 2000 through and including May 25, 2004.

6. "Class Representatives" or "Plaintiffs" means Plaintiffs Kort Builders, Inc., Dan Grote, Cherokee Development, Inc., Wininger/Stolberg Group, Inc., Marmax Construction, LLC, Boyle Construction Management, Inc., and T&R Contractor, Inc.

7. "Defendants" means the Defendants named in the above-captioned Action, and includes Irving Materials, Inc., Shelby Gravel, Inc. d/b/a Shelby Materials, Builder's Concrete & Supply, Inc., Southfield Corporation f/k/a Prairie Material Sales, Inc., American Concrete Company, Inc., Hughey, Inc., d/b/a Carmel Concrete Products, MA-RI-AL Corporation, Beaver Materials Corporation, Ricky Beaver, Chris Beaver, Fred R. "Pete" Irving, Price Irving, John Huggins, Daniel C. Butler, Gus B. ("Butch") Nuckols, III, John J. Blatzheim, Scott D. Hughey, Richard Haehl, Philip Haehl, and Gary Matney. "Other Defendants" means all Defendants except Southfield Corporation and Matney.

8. The "Effective Date" of this Agreement shall be the first day on which the following are true: (a) the Court has entered a final order approving this Agreement under Rule 23(e) of the Federal Rules of Civil Procedure and a final judgment dismissing the Action against Southfield on the merits with prejudice as to all Settlement Class Members and without costs, and (b) the time for appeal or to seek permission to appeal from the Court's approval of this Agreement and the final judgment has expired, or the final judgment has been affirmed in its entirety by the Court of last resort to which such appeal has been taken and such affirmance has become no longer subject to further appeal or review.

9. "Execution Date" means the last date on which this Agreement is signed by a party hereto, which is the date first written above.

10. "Ready-Mixed Concrete" means a product comprised of cement, sand, gravel, water, and occasionally additional additives.

11. "Releasees" means and refers individually and collectively to: (A) Southfield Corporation and its subsidiaries and affiliates (collectively, "Category A Releasees"); (B) the predecessors, successors and assigns of Category A Releasees, or any of them (collectively,

"Category B Releasees"); (C) past and present officers, directors, managers, employees, agents, members, partners, stockholders, attorneys, servants, and other representatives or stakeholders of any one or more of the Category A Releasees or Category B Releasees (collectively, "Category C Releasees"); (D) heirs, executors, administrators, guardians, successors and assigns of Category C Releasees, or any of them; and (E) Matney and his heirs, executors, administrators, guardians, successors and assigns. For the avoidance of doubt, and without in any way limiting the generality of the foregoing definition of Releasees, it is hereby acknowledged that: (i) Southfield Concrete LLC, formerly known as Hoosier Concrete LLC, is among the Category A Releasees; (ii) Votorantim Cimentos North America, Inc., acquirer of assets comprising Southfield Corporation's former Ready-Mixed Concrete business and certain related businesses, is among the Category B Releasees; and (iii) Doug Dalton (referred to in Paragraph 31(d) below), and Alan Oremus (referred to in Paragraph 31(e) below) are among the Category C Releasees. Notwithstanding the foregoing, "Releasees" does not include any Other Defendant, any person or entity not covered by the foregoing definition of Releasees who may be subsequently added or joined as a defendant in the Action, or any person or entity not covered by the foregoing definition of Releasees who is shown or alleged to have been a co-conspirator of Defendants with respect to the conspiracy alleged in the Complaint.

12. "Releasers" shall refer jointly and severally and individually and collectively to the Class Representatives and their respective past and present parents, attorneys, subsidiaries, affiliates, agents, heirs, executors, administrators, guardians, successors and assigns; the Class members and their respective past and present parents, attorneys, subsidiaries, affiliates, agents, heirs, executors, administrators, guardians, successors and assigns; and Class Counsel.

13. "Settlement Amount" means the sum of \$19,000,000, a portion of which may be refunded to Southfield Corporation pursuant to Paragraph 23 of this Settlement Agreement.

14. The "Settlement Fund" means the account established by order of the Court and maintained under the Court's jurisdiction as a Qualified Settlement Fund within the meaning of Treasury Regulation 1.468B-1, as amended, for the purpose of investing, conserving and protecting the Settlement Amount, and any interest earned thereon, prior to distribution, and distribution as directed by the Court.

B. Stipulation to Certification of Settlement Class

15. The parties to this Agreement hereby stipulate that, for purposes only of this settlement and for no other purpose, the requirements of Federal Rules of Civil Procedure 23(a) and 23(b)(3) are satisfied and, subject to Court approval, the following class (the "Settlement Class") shall be certified for settlement purposes as to Southfield:

All Persons who purchased Ready-Mixed Concrete directly from any of the Defendants or any of their co-conspirators, which was delivered from a facility within the Counties of Boone, Hamilton, Hancock, Hendricks, Johnson, Madison, Marion, Monroe, Morgan, or Shelby, in the State of Indiana, at any time during the period from and including July 1, 2000 through and including May 25, 2004, but excluding Defendants, their co-conspirators, their respective parents, subsidiaries, and affiliates, and federal, state, and local government entities and political subdivisions.

In the event this settlement is not approved or becomes void or ineffective for any reason, the execution of this Settlement Agreement and any related papers, the certification of the Settlement Class, and any act taken or court paper filed in furtherance of this Settlement Agreement shall not be used to urge that a litigation class should be certified against Southfield Corporation or Matney, and Southfield and Matney each retains the right to object to the maintenance of this or any other action as a class action and to contest this or any other action on any other grounds.

C. Approval of this Agreement and Dismissal of Claims

16. Plaintiffs and Southfield shall use their best efforts to effectuate this Agreement, including cooperating in promptly seeking both the Court's certification of the Settlement Class under Federal Rules of Civil Procedure 23(a) and 23(b)(3) and the Court's approval of procedures (including the giving of class notice under Federal Rules of Civil Procedure 23(d) and (e)) to secure the prompt, complete, and final dismissal with prejudice of the Action as to Southfield Corporation and Matney.

17. As soon as practicable, but in no event later than ten (10) business days after the Execution Date, Plaintiffs shall submit to the Court a motion for certification of the Settlement Class and preliminary approval of this Settlement Agreement (the "Motion"). The Motion shall include: (a) a copy of this Settlement Agreement executed by the parties hereto; (b) a request that the Court certify, pursuant to Federal Rules of Civil Procedure 23(a) and (b)(3) and the terms of this Agreement, the Settlement Class defined herein; (c) a request that the Court preliminarily approve this Settlement Agreement as fair, reasonable and adequate to the Plaintiffs and members of the Settlement Class ("Preliminary Approval Order"); (d) a request that the Court approve and direct, as the best notice practicable under the circumstances: (i) mailed notice to Settlement Class members in the form attached hereto and marked as Exhibit "A" and (ii) published notice to Settlement Class members in the form attached hereto and marked as Exhibit "B"; (e) a request that the Court approve and enter a proposed Preliminary Approval Order in the form attached hereto and marked as Exhibit "C"; and (f) a request that the Court schedule a hearing on final approval of this Agreement at the convenience of the Court. Individual notice of the settlement in the form attached hereto and marked as Exhibit "A" shall be mailed to persons and entities who are identified by Southfield or by Other Defendants as direct purchasers of

Ready-Mixed Concrete who purchased Ready-Mixed Concrete directly from any of the Defendants or any of their co-conspirators, which was delivered from a facility within the Central Indiana Area, at any time during the Class Period, but excluding Defendants, their co-conspirators, their respective parents, subsidiaries, and affiliates, and federal, state, and local government entities and political subdivisions. Southfield Corporation hereby represents that it has previously supplied to Class Counsel the names and addresses of potential Class Members within Southfield's possession, custody or control.

Subject to the Court's approval, notice in the form attached hereto and marked as Exhibit "B" shall be published twice in the Indianapolis Star.

Within 10 days of the filing of the Motion, Southfield shall provide notice of this settlement, the filed Motion and other court papers to federal and state government officials as required by 28 U.S.C. § 1715.

18. Plaintiffs and Southfield shall jointly seek entry of an Order and Final Judgment, in the form attached hereto and marked as Exhibit "D":

- (a) as to the Action, approving finally this Agreement and its terms as being a fair, reasonable, and adequate settlement as to the Settlement Class Members within the meaning of Rule 23 of the Federal Rules of Civil Procedure and directing its consummation according to its terms;
- (b) directing that, as to Southfield Corporation and Matney, the Action be dismissed with prejudice and without assessment of costs or attorneys' fees against Southfield Corporation or Matney;
- (c) reserving exclusive jurisdiction over the settlement, the Settlement Fund and this Agreement, including the administration and consummation of this settlement; and
- (d) determining under Federal Rule of Civil Procedure 54(b) that there is no just reason for delay and directing that the judgment of dismissal as to Southfield Corporation and Matney shall be final and entered forthwith.

19. This Agreement shall become final on the Effective Date, and shall relate back to the Execution Date. It is agreed that neither the provisions of Rule 60 of the Federal Rules of Civil Procedure nor the All Writs Act, 28 U.S.C. §1651, shall be taken into account in determining the occurrence of the Effective Date. Notwithstanding the foregoing, on the date that Plaintiffs and Southfield have executed this Agreement, Plaintiffs and Southfield shall be bound by its terms, and this Agreement shall not be rescinded except in accordance with paragraphs 23 or 28 of this Agreement.

D. Release and Discharge

20. Upon the Effective Date and in consideration of payment of the Settlement Amount as specified in Section E of this Agreement, and for other valuable consideration, the Releasees, and each of them, shall be completely released, acquitted, and forever discharged from any and all claims, demands, actions, suits and causes of action, whether class, individual or otherwise in nature, that Releasers, or any of them, ever had, now has, or hereafter can, shall, or may have on account of or arising out of or resulting from conduct (including any conspiracy, combination or agreement) concerning the pricing, selling, discounting, marketing, manufacturing, or distributing of Ready-Mixed Concrete in the Central Indiana Area during the Class Period, including but not limited to any conduct alleged, and causes of action asserted, or that could have been alleged or asserted, in the Complaint filed in the Action or any amendment thereto which arise under any federal or state antitrust statute, law, rule or regulation, including, without limitation, the Sherman Antitrust Act, 15 U.S.C. §§ 1 *et seq.* ("Released Claims"), provided, however, that nothing herein shall release any claim not associated with anticompetitive conduct, including, but not limited to, personal injury, wrongful death, product defect or breach of contract claims between the parties. The Releasers shall not, after the

Effective Date of this Agreement, seek to recover against any of the Releasees for any of the Released Claims.

21. Upon the Effective Date, for good and valuable consideration, the Releasees shall be completely released, acquitted, and forever discharged from any and all Released Claims by Releasers against any and all of the Releasees. The failure of any member of the Settlement Class to opt out by the opt-out date set by the Court or to obtain any payment from the Settlement Fund shall not affect the releases herein. Nor shall the releases be affected in any way by any subsequent determination that the allocation of any payment to the Settlement Class from the Settlement Fund was unfair. Upon the Effective Date, for good and valuable consideration, any claims against Releasers, arising out of, relating to or in connection with the Action as against Southfield are hereby released by the Releasees and their counsel, and they are permanently enjoined and barred from instituting, asserting or prosecuting any and all claims which the Releasees or their counsel or any of them, had, have or may in the future have against Releasers, arising out of, relating to or in connection with the Action as against Southfield.

E. Payments

22. Settlement Payment. Southfield Corporation, on behalf of itself, Matney and all other Releasees, shall pay or cause to be paid the Settlement Amount in settlement of the Action. The Settlement Amount shall initially be paid on the Execution Date to Wells Fargo Bank, N.A., as escrow agent (the "Escrow Agent"), to be held in an interest-bearing escrow account in accordance with the terms and conditions of an escrow agreement in the form and substance of Exhibit "E" attached hereto (the "Escrow Account"). Within three (3) business days after the Court's entry of the Preliminary Approval Order, Class Counsel shall deliver to the Escrow Agent and Southfield Corporation a certified copy of the Preliminary Approval Order and wire

transfer instructions for payment of funds to the Settlement Fund Account. Within five (5) business days after a copy of the Preliminary Approval Order is delivered to the Escrow Agent, the Escrow Agent shall remit the sum of the \$19,000,000 by wire-transfer from the Escrow Account into the Settlement Fund account at the financial institution designated in the Preliminary Approval Order in accordance with instructions from Class Counsel, to be administered in accordance with the provisions of Section F of this Agreement. All interest earned on the Settlement Amount while on deposit in the Escrow Account shall be remitted to Southfield Corporation by wire transfer to an account designated by Southfield Corporation. In the event the Court declines to enter the Preliminary Approval Order, the Escrow Agent shall, within five (5) business days after receiving notification of the Court's decision not to enter the Preliminary Approval Order, remit the entire Settlement Amount, together with all interest earned thereon while held in the Escrow Account, to Southfield Corporation by wire transfer to an account designated by Southfield Corporation.

23. Effect of Opt-Outs. Southfield represents that it has not encouraged, and agrees that it will not, directly or indirectly, encourage any potential Class Member to exercise their right to exclude themselves from this settlement. Southfield further represents that it has not provided, and except with the prior consent of Class Counsel will not provide assistance, advice, counsel or information to any potential Class Member related to the potential Class Member's right to request exclusion from this settlement. Within ten (10) days after the deadline for Class Members to exclude themselves from the Settlement Class, Class Counsel shall deliver to Southfield Corporation's counsel of record in the Action a list of the potential Class Members who submitted requests for exclusion from the Settlement Class (including requests for exclusion deemed by Class Counsel to be untimely or otherwise invalid) together with Class Counsel's

good faith computation, based on data provided by Defendants, of the total amount of Defendants' collective dollar sales of Ready-Mixed Concrete from facilities within the Central Indiana Area during the Class Period to those members of the Class who submitted timely and valid requests for exclusion from this Settlement ("Opt-Out Sales"). If the amount of Opt-Out Sales, as agreed by the parties or determined by the Court, is \$26,800,000 or less, then the Settlement Amount shall not be adjusted and shall remain at \$19,000,000. If the amount of Opt-Out Sales, as agreed by the parties or determined by the Court, is greater than \$26,800,000 but less than \$134,000,000, then the Settlement Amount and Settlement Fund shall be reduced by an amount equal to \$15.00 for every \$1,000 by which the amount of Opt-Out Sales exceeds \$26,800,000 (the "Refund Amount"). For purposes of illustration, if the Opt-Out Sales were \$56,342,111, then the Refund Amount would be \$443,130, calculated by rounding the amount of Opt-Out Sales downward to the nearest even thousand dollar increment (in this illustration, \$56,342,000), then subtracting \$26,800,000 from \$56,342,000 to arrive at the amount by which the rounded amount of Opt-Sales exceeds \$26,800,000 (in this illustration, \$29,542,000), then multiplying \$29,542,000 by 1.5% (0.015) to arrive at the Refund Amount of \$443,130. The Refund Amount, if any, together with all interest earned on the Refund Amount while held in the Settlement Fund shall be promptly paid to Southfield Corporation by wire transfer to an account designated by Southfield Corporation; provided, however, that if the amount of Opt-Out Sales is \$134,000,000 or more, then Plaintiffs and Southfield Corporation shall each have the right, at their/its sole option and discretion, and without incurring any liability to each other or to any other party to this Agreement, to elect at any time prior to final Court approval of this settlement to rescind this Agreement in its entirety, in which case any and all amounts then constituting the Settlement Fund (including all interest earned thereon) shall be returned forthwith to Southfield

Corporation, less only such disbursements properly made in accordance with this Agreement. Southfield Corporation shall have the right to dispute the accuracy of Class Counsel's computation of Opt-Out Sales and the right to receive copies of all requests for exclusion from the Settlement Class (including requests for exclusion deemed by Class Counsel to be untimely or otherwise invalid). If there is any dispute regarding the timeliness or validity of any requests for exclusion, the amount of Opt-Out Sales or calculation of the Refund Amount, the parties shall attempt in good faith to resolve the dispute. If the dispute cannot be resolved by the parties, then it shall be submitted to the Court for final determination pursuant to Paragraph 33 of this Agreement, in connection with which the Court may direct the parties to exchange any non-privileged information, data or data compilations relevant to a determination of the amount of Opt-Out Sales or the Refund Amount.

24. Joint and Several Liability; Insolvency. The obligations pursuant to paragraph 22 of this Agreement are joint and several as to each of the Category A Releasees. In the event of default, insolvency or a declaration of bankruptcy by any one or more of the Category A Releasees, the remainder of the Category A Releasees, jointly and severally, shall continue to be obligated to fulfill all the provisions and obligations of paragraph 22 of this Agreement unless the Agreement is properly rescinded pursuant to paragraphs 23 or 28 of this Agreement.

F. The Settlement Fund

25. The Settlement Fund shall at all times be subject to the jurisdiction of the Court. Before the Court issues a final order approving this Agreement, disbursements for reasonable expenses (not including attorneys' fees) associated with the following may be made from the Settlement Fund as directed by Class Counsel: providing notice of the settlement to the Settlement Class, administering the settlement, and any payments and expenses incurred in

connection with taxation matters relating to the settlement and this Agreement as addressed by paragraph 30 of this Agreement. Such reasonable expenses shall not be refundable to Southfield in the event the Agreement is disapproved, rescinded, or otherwise fails to become effective. In no event shall Southfield have any liability with respect to the giving of notice of this settlement to Settlement Class members, including, but not limited to, the expense and cost of such notice.

26. After the Effective Date, Plaintiffs and Class Counsel shall have the right to seek, and Southfield shall not oppose, Court approval of payments from the Settlement Fund for distribution to Settlement Class members or to reimburse Class Counsel for reasonable expenditures made or to be made by Class Counsel in the prosecution of the Action against the Other Defendants. In no event shall Southfield have any responsibility, financial obligation, or liability whatsoever with respect to the investment, distribution, or administration of the Settlement Fund, including, but not limited to, the costs and expenses of such distribution and administration.

27. Class Counsel shall be reimbursed and paid solely out of the Settlement Fund for all fees and expenses including, but not limited to, attorneys' fees and expenses. Plaintiffs and Class Counsel shall have the right to seek, and Southfield shall not oppose, the Court's approval of the payment of attorneys' fees in an amount not to exceed 33 1/3 % of the Settlement Amount, and reimbursement of reasonable expenses, to be paid from the Settlement Fund. No attorneys' fees or expenses, other than the reimbursement of any costs or expenses advanced by Class Counsel associated with providing notice of the settlement to the Settlement Class, administering the settlement, or in connection with taxation matters relating to the settlement and this Agreement as addressed by paragraph 30 of this Agreement, shall be paid to Class Counsel prior to the Effective Date. Southfield shall not be liable for any costs, fees or expenses of any of

Plaintiffs' respective attorneys, experts, advisors, agents, or representatives, but all such costs, fees, and expenses as approved by the Court shall be paid out of the Settlement Fund.

G. Rescission if the Agreement is Not Finally Approved

28. If the Court refuses to approve this Agreement or any part hereof, or if such approval is modified or set aside on appeal, or if the Court does not enter the final judgment substantially as provided for in paragraphs 18 and 19 of this Agreement, or if the Court enters the final judgment and appellate review is sought and, on such review, such final judgment is not affirmed, then Southfield Corporation and the Plaintiffs shall each, in its or their sole discretion, and without incurring any liability to each other or to any other party to this Agreement, have the option to rescind this Agreement in its entirety and any and all amounts then constituting the Settlement Fund (including all interest earned thereon) shall be returned forthwith to Southfield Corporation, less only such disbursements properly made in accordance with this Agreement. A modification or reversal on appeal of any amount of Class Counsel's attorneys' fees and expenses awarded by the Court from the Settlement Fund or any Plan of Allocation of the Settlement Fund shall not be deemed a modification of all or a part of the terms of this Agreement or such final judgment.

29. Southfield and Plaintiffs expressly reserve all of their rights if the Agreement does not become effective or if it is rescinded pursuant to paragraph 23 or 28 of this Agreement. Southfield Corporation and Matney each enters this Agreement without in any way acknowledging any fault, liability or wrongdoing of any kind. Nothing contained in this Agreement or any notice or other exhibit to this Agreement, including the Class definition and any reference to "co-conspirators" in this Agreement or in any notice of other exhibit to this Agreement, shall be construed in any way as an admission or evidence of any illegal conduct,

fault, liability or wrongdoing of any kind by Southfield Corporation or Matney. Further, Plaintiffs and Southfield agree that this Agreement, whether or not it is finally approved and whether or not rescinded pursuant to paragraph 23 or 28 of this Agreement, and any and all negotiations, documents, and discussions associated with it, shall not be deemed or construed to be an admission or evidence of any violation of any statute or law, or of any liability or wrongdoing by any defendant, or of the truth of any of the claims or allegations contained in the Complaint or any other pleading filed by Plaintiffs in the Action, and evidence thereof shall not be discoverable or used directly or indirectly, in any way, whether in the Action or in any other action or proceeding.

H. Taxes

30. The Settlement Fund shall be established and maintained at all times as a Qualified Settlement Fund within the meaning of Treasury Regulation Section 1.468B-1, as amended. Class Counsel shall be solely responsible for filing all informational and other tax returns necessary to report any net taxable income earned by the Settlement Fund and shall file all informational and other tax returns necessary to report any income earned by the Settlement Fund and shall be solely responsible for taking out of the Settlement Fund, as and when legally required, any tax payments, including interest and penalties due on income earned by the Settlement Fund. All taxes (including any interest and penalties) due with respect to the income earned by the Settlement Fund shall be paid from the Settlement Fund. Southfield shall have no responsibility to make any filings relating to the Settlement Fund and will have no responsibility to pay tax on any income earned by the Settlement Fund or pay any taxes on Settlement Fund, unless the settlement is not consummated and the Settlement Fund is returned to Southfield. In the event the settlement is not consummated, Southfield shall be responsible for the payment of

all taxes on said income that have not already been paid out of the Settlement Fund as provided in this Agreement. However, Southfield shall not be responsible for paying any interest or penalties relating to tax filings made by Class Counsel or tax payments owed as a result of those filings or the lack of timely filing thereof.

I. Miscellaneous

31. Discovery and Future Cooperation.

(a) Limitation On Future Cooperation With Other Defendants. Southfield agrees to withdraw from any joint defense or similar agreement it or its counsel may have with any Other Defendant or counsel for any Other Defendant, and agrees not to voluntarily assist Other Defendants in their defense of the claims brought against them by the Plaintiffs and the proposed class in the Action unless Southfield is ordered to do so by a court of competent jurisdiction or it is otherwise required to do so by law, in which case Southfield shall advise Class Counsel of the substance of any such assistance provided to other Defendants; provided, however, that the limitation on future cooperation with Other Defendants shall apply only to this Action and shall not apply to any other investigation, litigation or proceeding.

(b) Agreement To Assist Plaintiffs With Records and Data. Southfield Corporation agrees to cooperate in good faith with, and to provide reasonable technical assistance to, Class Counsel with respect to obtaining and understanding Southfield Corporation's operational and financial records, including electronic transaction and customer data, to the extent reasonably necessary for Plaintiffs to provide court-ordered notices to potential Class Members, to facilitate distribution of funds to Class Members, or to otherwise assist Plaintiffs in their prosecution of this Action, up to a maximum of

twenty (20) hours of attorney time and an additional twenty (20) hours of non-attorney time by paralegals, legal assistants or Southfield Corporation non-attorney personnel. The parties shall cooperate in good faith to minimize the amount of time required by Southfield's attorneys in providing cooperation or assistance to Class Counsel by employing the services of non-attorneys wherever feasible. The obligations set forth in this subparagraph apply both to records and electronic data already provided by Southfield Corporation and, to the extent reasonably necessary, relevant, discoverable and non-privileged, records and electronic data, if any, in Southfield Corporation's possession or control that may be requested by Class Counsel in the future. If Class Counsel finds it necessary to utilize more than twenty (20) hours of attorney time from Southfield's attorneys for cooperation or assistance pursuant to this subparagraph, then such cooperation or assistance will be provided only on the condition that Class Counsel first confirms in writing their agreement to pay the usual and customary hourly rate for each hour, or portion thereof, beyond twenty (20) spent by the attorney(s) who provide the cooperation or assistance to Class Counsel. Likewise, if Class Counsel find it necessary to utilize more than twenty (20) hours of non-attorney time for paralegals or legal assistants employed by Southfield's counsel, or by Southfield non-attorney personnel, for cooperation or assistance pursuant to this subparagraph, then such cooperation or assistance will be provided only on the condition that Class Counsel first confirms in writing their agreement to pay for each hour or portion thereof in excess of twenty (20) spent by paralegals or legal assistants employed by Southfield's counsel, or Southfield's non-attorney personnel, the reasonable and customary hourly rate charged by Southfield's paralegals and/or legal assistants and a reasonable charge sufficient to fairly

compensate Southfield for the lost time of its non-attorney personnel who provide the cooperation or assistance to Class Counsel.

(c) Additional Specific Provisions Related to Matney. In addition to the provisions in Paragraphs 31(a) and (b), Matney agrees that: (1) he will supply to Class Counsel upon future request an affidavit or declaration statements under oath and subject to the penalties for perjury, consistent with but not limited to statements made by Matney in his interrogatory answers in the Action; and (2) in the event of a trial in the Action, upon request by Class Counsel, he will appear voluntarily as a witness at trial without the necessity of a subpoena. In order to facilitate future communications, Matney agrees to keep his counsel advised of his whereabouts while the Action remains pending. If Matney changes counsel while the Action remains pending, he agrees to notify Class Counsel and Southfield Corporation's counsel of the name, address and phone number of his new counsel. In the event that Matney is without counsel in connection with this matter, he agrees to keep Class Counsel and Southfield Corporation's counsel advised of his whereabouts while the Action remains pending. All communications between Class Counsel and Matney will be conducted through Matney's counsel for so long as Matney is represented by counsel in connection with this matter. Plaintiffs agree to withdraw the pending Notice of Deposition directed to Matney and, except as provided herein, not to serve any further notice for Matney's deposition or otherwise seek to take his deposition during the course of this Action; provided, however, that: (i) if Matney removes himself from or is otherwise outside the subpoena power of the Court in this Action and fails to provide affidavits or declaration statements under oath as agreed herein, or fails to appear voluntarily to testify at trial as agreed herein, Class Counsel may subpoena and depose

Matney; and (ii) if any of the Other Defendant seeks and obtains the right to take Matney's deposition, without instigation from Plaintiffs or Class Counsel, then Class Counsel may question Matney during any such deposition testimony as they deem necessary.

(d) Additional Specific Provisions Related to Southfield Corporation and Doug Dalton. In addition to the provisions in Paragraphs 31(a) and (b), Southfield Corporation agrees that: (1) it will supplement, or has supplemented, its existing interrogatory answers to include responsive information related to Bloomington and Monroe County; and (2) it will supply to Class Counsel upon future request affidavits, declarations or certifications as to the authenticity of documents and data, or, proffer a 30(b)(6) witness to authenticate documents and data, produced by Southfield Corporation. Plaintiffs agree to withdraw the pending Fed. R. Civ. P. 30(b)(6) Notice of Deposition directed to Southfield Corporation and the notice of deposition directed to Doug Dalton, and not to serve any further notice for a deposition on Southfield Corporation or Doug Dalton or otherwise seek to take such depositions during the course of this Action except, as necessary, for the Fed. R. Civ. P. 30(b)(6) deposition of Southfield Corporation for authentication of documents and data as contemplated herein; provided, however, that if any of the Other Defendants seeks and obtains the right to take Doug Dalton's deposition or to conduct a 30(b)(6) deposition of Southfield Corporation, without instigation from Plaintiffs or Class Counsel, then Class Counsel may question the witness during any such deposition testimony as they deem necessary.

(e) Additional Specific Provisions Related to Alan Oremus. In addition to the provisions in Paragraphs 31(a) and (b), Southfield Corporation Chief Executive Officer

Alan Oremus agrees that: (a) he will supply to Class Counsel upon future request truthful affidavit or declaration testimony; and (b) in the event of a trial, he will submit to a deposition taken solely for the purposes of preserving his testimony for trial. In order to facilitate future communications, Alan Oremus agrees to keep counsel for Southfield Corporation advised of his whereabouts while the Action remains pending. In the event that Alan Oremus is without counsel, he agrees to keep Class Counsel advised of his whereabouts while the Action remains pending. All communications between Class Counsel and Alan Oremus will be conducted through Southfield Corporation's counsel for so long as Southfield Corporation is represented by counsel in connection with this matter. Plaintiffs agree to withdraw the pending Notice of Deposition directed to Alan Oremus and, except as provided herein, not to serve any further notice for Alan Oremus's deposition or otherwise seek to take his deposition during the course of this Action; provided, however, that if any of the Other Defendants seeks and obtains the right to take Alan Oremus's deposition, without instigation from Plaintiffs or Class Counsel, then Class Counsel may question Alan Oremus during any such deposition testimony as they deem necessary.

32. This Agreement does not settle or compromise any claim by Plaintiffs or any Class Member asserted in the Action against any Other Defendant or any alleged co-conspirator other than the Releasees. All rights of any Class Member against Other Defendants, alleged co-conspirators or any other person or entity other than the Releasees are specifically reserved by Plaintiffs and the Class Members. The sales of Ready-Mixed Concrete by Southfield Corporation and its affiliates in the Central Indiana Area shall remain in the case against the

Other Defendants as a basis for damage claims and shall be part of any joint and several liability claims against Other Defendants.

33. The Court shall retain jurisdiction over the implementation, enforcement, and performance of this Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding, or dispute arising out of or relating to this Agreement or the applicability of this Agreement that cannot be resolved by negotiation and agreement by Plaintiffs and Southfield.

34. This Agreement constitutes the entire agreement among Plaintiffs and Southfield pertaining to the settlement of the Action against Southfield Corporation, Matney and Releasees only and supersedes any and all prior and contemporaneous undertakings of Plaintiffs and Southfield in connection therewith. This Agreement may be modified or amended only by a writing executed by Plaintiffs, Southfield Corporation and Matney, and approved by the Court.

35. This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of Releasers and Releasees. Without limiting the generality of the foregoing and subject to the Effective Date occurring: (a) each and every covenant and agreement made herein by Plaintiffs or Class Counsel shall be binding upon all Class Members and Releasers, and (b) each and every covenant and agreement made herein by Southfield shall be binding upon all Releasees.

36. This Agreement may be executed in counterparts by Plaintiffs and Southfield, and a facsimile signature shall be deemed an original signature for purposes of executing this Agreement.

37. Neither Southfield nor Plaintiffs, nor any of them, shall be considered to be the drafter of this Agreement or any of its provisions for the purpose of any statute, case law, or rule

of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement.

38. Nothing expressed or implied in this Agreement is intended to or shall be construed to confer upon or give any person or entity other than Plaintiffs, Settlement Class Members, Class Counsel, Releasers, and Releasees any right or remedy under or by reason of this Agreement.

39. Where this Agreement requires any party to provide notice or any other communication or document to any other party, such notice, communication, or document shall be provided by letter sent by same day facsimile transmission or electronic mail transmission with confirmation by overnight delivery or hand delivery.

40. Each of the undersigned attorneys represents that he or she is fully authorized to enter into the terms and conditions of, and to execute, this Agreement, subject to Court approval.

41. This Agreement shall be interpreted and construed in accordance with the laws of the State of Indiana, and any dispute or claims arising under or related to the terms or provisions of this Agreement, whether styled in contract, tort or otherwise, shall be governed by the internal laws of the State of Indiana without reference to choice of law or conflict of law principles.

IN WITNESS WHEREOF, the Parties have executed this Settlement Agreement as of the Execution Date set forth above.

DEFENDANTS:

**Southfield Corporation f/k/a Prairie
Material Sales, Inc.,**
by its duly-authorized officer:

Signature

Name

Title

Date

And Gary Matney, Individually:

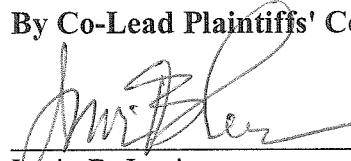
Signature

Date

PLAINTIFFS:

**Kort Builders, Inc., Dan Grote, Cherokee
Development, Inc., Winger/Stolberg Group,
Inc., Marmax Construction, LLC, Boyle
Construction Management, Inc., and T&R
Contractor, Inc.**

By Co-Lead Plaintiffs' Counsel:



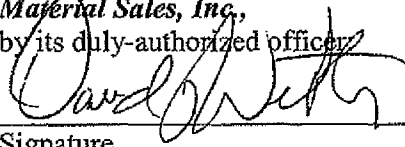
Irwin B. Levin
COHEN & MALAD, LLP
One Indiana Square, Suite 1400
Indianapolis, IN 46204
Telephone: (317) 636-6481
Facsimile: (317) 636-2593

Stephen D. Susman
SUSMAN GODFREY LLP
901 Main St., Ste. 5100
Dallas, TX 75202
Telephone: (214) 754-1903
Facsimile: (214) 754-1933

DEFENDANTS:

*Southfield Corporation f/k/a Prairie
Material Sales, Inc.,*

by its duly-authorized officer



Signature

David J. Webster

Name

President

Title

April 24, 2008

Date

And Gary Matney, Individually:

Signature

Date

PLAINTIFFS:

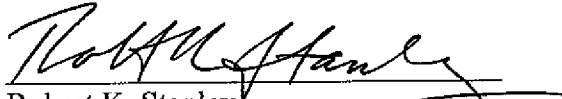
*Kort Builders, Inc., Dan Grote, Cherokee
Development, Inc., Winger/Stolberg Group,
Inc., Marmax Construction, LLC, Boyle
Construction Management, Inc., and T&R
Contractor, Inc.*

By Co-Lead Plaintiffs' Counsel:

Irwin B. Levin
COHEN & MALAD, LLP
One Indiana Square, Suite 1400
Indianapolis, IN 46204
Telephone: (317) 636-6481
Facsimile: (317) 636-2593

Stephen D. Susman
SUSMAN GODFREY LLP
901 Main St., Ste. 5100
Dallas, TX 75202
Telephone: (214) 754-1903
Facsimile: (214) 754-1933

And by counsel for Defendant Southfield Corporation f/k/a Prairie Material Sales, Inc.:



Robert K. Stanley
Baker & Daniels, LLP
300 North Meridian Street, Suite 2700
Indianapolis, IN 46204-1782
317.237.1254 (Direct)
317.237.1000 (Fax)

And by counsel for Gary Matney:

Chris Gair
Adam Morse
JENNER BLOCK LLP
One IBM Plaza
Chicago, IL 60611

DEFENDANTS:

**Southfield Corporation f/k/a Prairie
Material Sales, Inc.,**
by its duly-authorized officer:

Signature

Name

Title

Date

And Gary Matney, Individually:



Signature

4/23/08

Date

PLAINTIFFS:

**Kort Builders, Inc., Dan Grote, Cherokee
Development, Inc., Winger/Stolberg Group,
Inc., Marmax Construction, LLC, Boyle
Construction Management, Inc., and T&R
Contractor, Inc.**

By Co-Lead Plaintiffs' Counsel:

Irwin B. Levin
COHEN & MALAD, LLP
One Indiana Square, Suite 1400
Indianapolis, IN 46204
Telephone: (317) 636-6481
Facsimile: (317) 636-2593

Stephen D. Susman
SUSMAN GODFREY LLP
901 Main St., Ste. 5100
Dallas, TX 75202
Telephone: (214) 754-1903
Facsimile: (214) 754-1933

And by counsel for Defendant Southfield Corporation f/k/a Prairie Material Sales, Inc.:

Robert K. Stanley
Baker & Daniels, LLP
300 North Meridian Street, Suite 2700
Indianapolis, IN 46204-1782
317.237.1254 (Direct)
317.237.1000 (Fax)

And by counsel for Gary Matney:

Handwritten signatures of Chris Gair and Adam Morse, separated by a slash. The signature of Adam Morse is written in a cursive style.

Chris Gair
Adam Morse
JENNER BLOCK LLP
One IBM Plaza
Chicago, IL 60611

EXHIBIT

A

Exhibit "A"

THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF INDIANA

NOTICE OF CLASS ACTION SETTLEMENT AND HEARING

If you are or were a person or entity who purchased Ready-Mixed Concrete directly from Irving Materials, Inc., Prairie Material Sales, Inc. or its subsidiary Hoosier Concrete LLC, Builder's Concrete & Supply, Inc., Shelby Gravel, Inc., d/b/a Shelby Materials, American Concrete Company, Inc., Hughey, Inc., d/b/a Carmel Concrete Products, or MA-RI-AL Corporation d/b/a Beaver Materials Corporation, which was delivered from a facility within the Counties of Boone, Hamilton, Hancock, Hendricks, Johnson, Madison, Marion, Monroe, Morgan, and Shelby, in the State of Indiana, at any time from and including July 1, 2000 through and including May 25, 2004, you may be entitled to comment on, exclude yourself, or receive payments from the Settlement.

The United States District Court for the Southern District of Indiana has authorized this notice. This is not a solicitation. This is not a lawsuit against you and you are not being sued.

- You received this Notice because you are included among the persons or entities believed to have purchased Ready-Mixed Concrete directly from Irving Materials, Inc., Prairie Material Sales, Inc. or its subsidiary Hoosier Concrete LLC, Builder's Concrete & Supply, Inc., Shelby Gravel, Inc., d/b/a Shelby Materials, American Concrete Company, Inc., Hughey, Inc., d/b/a Carmel Concrete Products, or MA-RI-AL Corporation d/b/a Beaver Materials Corporation (the "Defendants"), which was delivered from a facility within the Counties of Boone, Hamilton, Hancock, Hendricks, Johnson, Madison, Marion, Monroe, Morgan, and Shelby, in the State of Indiana, at any time from and including July 1, 2000 through and including May 25, 2004 (the proposed "Settlement Class").
- A Settlement has been reached between the Plaintiffs in *In re Ready-Mixed Concrete Antitrust Litigation*, Case No. 1:05-cv-00979-SEB-JMS (the "Lawsuit") and Southfield Corporation f/k/a Prairie Material Sales, Inc. and its former employee Gary Matney (collectively "Southfield"), and the proposed Settlement Class has been certified by the United States District Court for the Southern District of Indiana (the "Court"). The settlement includes Southfield Corporation's subsidiary Southfield Concrete LLC f/k/a Hoosier Concrete LLC and other Southfield Corporation subsidiaries and affiliates. The Court has appointed the Plaintiffs to represent the Settlement Class and their attorneys as Class Counsel. This is a partial settlement, and does not conclude any claims against Defendants other than Southfield.
- The purpose of this Notice is to advise members of the Settlement Class defined above of the proposed Settlement of claims being asserted against Southfield, and how to assert any rights you may have under the Settlement. It is also intended to advise you of a hearing to consider the proposed settlement on _____. The Court must decide whether to approve the Settlement as fair, just and reasonable.
- The Lawsuit asserts that the Defendants conspired to raise, fix, maintain, or stabilize the price of Ready-Mixed Concrete sold from plants in the Counties of Boone, Hamilton, Hancock, Hendricks, Johnson, Madison, Marion, Monroe, Morgan, and Shelby, in the State of Indiana (the "Central Indiana Area") at artificially high levels, in violation of Section 1 of the Sherman Act, Title 15, United States Code, Section 1. The Defendants have denied liability and raised certain defenses to these claims, which if sustained by the Court following a trial may minimize or defeat any recovery for the Class.

- If you are a member of the Settlement Class, your legal rights are affected whether you act or choose not to act. PLEASE READ THIS NOTICE CAREFULLY.

YOUR LEGAL RIGHTS AND OPTIONS: (YOU MUST CHOOSE BETWEEN ONE OF THESE OPTIONS)		DEADLINE
EXCLUDE YOURSELF	You may exclude yourself from the Settlement, in which case you will not be eligible to receive any payments from the Settlement that are approved by the Court, or to comment on the Settlement. This is the only option that allows you to be part of any other lawsuit against Southfield about the legal claims brought, or which could be brought in this case.	M/D/Y
DO NOTHING	If you choose to do nothing you will remain eligible to receive any payments from the Settlement that are approved by the Court. This will result in a release of any right you may have to pursue the legal claims brought, or which could have been brought in this case against Southfield, but will not result in a release of any right you may have to pursue the same legal claims against the other Defendants.	N/A
OBJECT	Write to the Court if you do not think the Settlement is fair. If you exclude yourself from the Settlement you may not object.	M/D/Y
GO TO A HEARING	If you object, you may also ask to speak in Court about the fairness of the Settlement.	M/D/Y

These rights and options – and the deadlines to exercise them – are explained in this Notice.

BASIC INFORMATION

1. Why did I get this Notice?

This Notice has been sent to you because the Defendants' records show that you purchased Ready-Mixed Concrete directly from one of the Defendants or a Defendant's subsidiary or affiliate, which was delivered from a facility within the Central Indiana Area at any time from and including July 1, 2000 through and including May 25, 2004. You have the right to know about a proposed settlement of a class action lawsuit that may affect your rights.

This Notice explains the Lawsuit, the terms of the Settlement, your legal rights, what benefits may be available, who may be eligible for them, and what you will be giving Southfield in this Settlement.

The Court in charge of the case is the United States District Court for the Southern District of Indiana. The case is known as *In re Ready-Mixed Concrete Antitrust Litigation*, Case No. 1:05-cv-00979-SEB-JMS. The companies who sued are called the Plaintiffs. The companies the Plaintiffs sued are called the Defendants. The Defendants sold Ready-Mixed Concrete in the Central Indiana Area during the period from July 1, 2000 through May 25, 2004; that is the focus of the lawsuit.

2. What is the Lawsuit about?

In the Lawsuit, the Plaintiffs claim that, from July 1, 2000 through May 25, 2004, the Defendants conspired to raise, fix, maintain, or stabilize the price of Ready-Mixed Concrete sold from plants in the Central Indiana Area at artificially high levels, in violation of Section 1 of the Sherman Act, Title 15, United States Code, Section 1. The Plaintiffs claim that this conspiracy among the Defendants resulted in

artificially high prices for Ready-Mixed Concrete sold by Defendants in the Central Indiana Area. The Plaintiffs are seeking money damages and other relief on behalf of themselves and other persons and entities who purchased Ready-Mixed Concrete directly from the Defendants during this time period. The Court has not made any determination of Southfield's liability for these claims.

Southfield denies any liability for the claims in the Lawsuit, and the Court has not made any determination of Southfield's liability for these claims.

3. What is a class action?

A class action is a lawsuit in which one or more persons called class representatives sue on behalf of other persons who have similar claims. Together all these persons are a Class or individually, Class Members. One court resolves the issues for all Class Members, except for those who exclude themselves from the Class. For this reason, the judge must find that the Settlement of this class action is fair, reasonable and adequate before the Settlement can receive final court approval.

4. Why is there a settlement?

The Lawsuit has not gone to a trial. Instead, the Plaintiffs and Southfield agreed to settle to avoid the costs and risks of trial. The Settlement provides the opportunity for payments or other benefits to be made available to Class Members. Under this Settlement, Class Members give Southfield a release of any right they may have to pursue the same legal claims brought, or which could have been brought, in this case against Southfield.

This is a partial settlement of claims made by the Plaintiffs in the Lawsuit, and the Plaintiffs will continue to pursue their claims against Defendants other than Southfield. Under this Settlement, Class Members do not give any other Defendant a release of any right they may have to pursue the same legal claims in this case against those Defendants.

WHO IS IN THE SETTLEMENT?

5. How do I know if I am part of the settlement?

You are a member of the Proposed Settlement Class if you purchased Ready-Mixed Concrete directly from Irving Materials, Inc., Prairie Material Sales, Inc. or its subsidiary Hoosier Concrete, LLC, Builder's Concrete & Supply, Inc., Shelby Gravel, Inc., d/b/a Shelby Materials, American Concrete Company, Inc., Hughey, Inc., d/b/a Carmel Concrete Products, or MA-RI-AL Corporation d/b/a Beaver Materials Corporation, which was delivered from a facility within the Counties of Boone, Hamilton, Hancock, Hendricks, Johnson, Madison, Marion, Monroe, Morgan, and Shelby, in the State of Indiana, at any time from and including July 1, 2000 through and including May 25, 2004.

6. Are there exceptions to being included?

You are not a Settlement Class Member if you are one of the Defendants, their co-conspirators, their respective parents, subsidiaries, or affiliates. You are also not a Settlement Class Member if you are a federal, state, or local government entity or a political subdivision.

THE SETTLEMENT TERMS

7. What does the settlement provide?

Southfield Corporation has agreed to pay the amount of \$19,000,000 ("Settlement Amount") pursuant to the terms of the Settlement. This settlement was achieved after more than two years of litigation and

numerous negotiating sessions between Class Counsel and the lawyers for Southfield. Because of the inherent risks of litigation Plaintiffs believe that the Settlement provides a fair and efficient resolution of the Plaintiffs' and Class Members' claims against Southfield.

The Settlement Amount will be deposited into a Settlement Fund. Under the Settlement, the Plaintiffs and Class Counsel may seek permission from the Court to receive payments from the Settlement Fund for distribution to Class members or to reimburse Class Counsel for reasonable expenditures made or to be made by Class Counsel on behalf of Class Members to pursue the Lawsuit against the Defendants other than Southfield. The Settlement does not prevent the Plaintiffs from seeking damages from other Defendants caused by Southfield's alleged participation in the price-fixing conspiracy.

Because of the ongoing nature of the claims in the Lawsuit against the other Defendants, Plaintiffs and Class Counsel plan to defer distribution of the Settlement Fund to Class Members until a later date, and do not know at this time when they will seek permission from the Court to make distributions from the Settlement Fund to Class Members.

In the event that Plaintiffs and Class Counsel seek to make a distribution of the Settlement Fund or any other funds recovered in the Lawsuit to Class Members, it is anticipated that the proposed distribution of amounts from the Settlement Fund will be in direct proportion to the amount of a Class Member's purchases of Ready-Mixed Concrete from the Defendants at any time from July 1, 2000 through May 25, 2004. In the event that Plaintiffs and Class Counsel seek to make a distribution of the Settlement Fund or any other funds recovered in the Lawsuit to Class Members, a Claim Form with information about the proposed distribution and instructions for submitting a claim will be provided to Class Members.

8. When will the Settlement be final?

The Court will hold a hearing on [Month, Day, Year] to decide whether to give final approval to the Settlement. If the Court approves the Settlement and there are no appeals, the Settlement will become final thirty (30) days after the Court's approval.

PARTICIPATING IN THE SETTLEMENT

9. How do I participate in the Settlement?

If you believe you are a member of the Settlement Class, you do not need to take any action at this time to participate in the Settlement. In the event that Plaintiffs and Class Counsel seek to make a distribution of the Settlement Fund or any other funds recovered in the Lawsuit to Class Members, a Claim Form with information about the proposed distribution and instructions for submitting a claim will be provided to Class Members.

10. Do I have to give anything up to participate?

If you are a member of the Settlement Class and do not exclude yourself, you will be bound by the terms of the Settlement and any orders of the Court related to the Settlement, and you agree to and will release any right you may have to pursue the same legal claims brought, or which could have been brought, in this case against Southfield. However, if you are a member of the Settlement Class as defined by the Court you will not release any of the claims in the Lawsuit against Defendants other than Southfield whether or not you exclude yourself from the Settlement Class.

EXCLUDING YOURSELF FROM THE SETTLEMENT

11. How do I get out of the Settlement Class?

You may request to be excluded from, or to “opt-out” of, the Settlement Class. If you elect to be excluded from the Class, you will not be bound by any of the terms of the Settlement or any judgment entered pursuant to the Settlement, nor will you be eligible to receive any of benefits of the Settlement. You will retain and be free to pursue any claims that you may have against Southfield on your own behalf and at your own cost.

If you wish to exclude yourself from the Settlement Class, you must mail a written request for exclusion, no later than _____, to the following:

Settlement Class Counsel:
Irwin B. Levin Cohen & Malad, LLP One Indiana Square, Suite 1400 Indianapolis, IN 46204

Requests for exclusion do not need to be in any particular format, except that the request must:

- State that you intend to “opt-out” or request “exclusion” from the Settlement Class against Southfield Corporation f/k/a Prairie Material Sales, Inc. and Gary Matney;
- Contain the full name and current address of the person or entity requesting exclusion;
- Contain the title and a statement of authority of any person requesting exclusion from the Settlement Class on behalf of an entity other than an individual;
- Contain the title of the Lawsuit: “In re Ready-Mixed Concrete Antitrust Litigation;”
- Be signed by you; and
- Be sent by U.S. mail, first class and postage prepaid, with a postmark on or before _____.

You cannot exclude yourself by phone or email.

12. If I do not exclude myself, can I sue Southfield later?

Unless you exclude yourself, you cannot sue Southfield for the claims resolved by this Settlement. If you exclude yourself from the Settlement, you cannot participate in or object to the Settlement, and any claims you may have against Southfield will be subject to applicable statutes of limitation.

COMMENTING ON THE SETTLEMENT

13. How do I tell the Court if I do not think the Settlement is fair?

If you are a Settlement Class Member and have not excluded yourself, you can object to the Settlement or any part of the Settlement. The Court will consider your views. Your objection must be in writing, and must be mailed, no later than _____, to the following:

Class Counsel: Irwin B. Levin Cohen & Malad, LLP One Indiana Square, Suite 1400 Indianapolis, IN 46204	Counsel for Southfield Corporation: Robert K. Stanley Baker & Daniels, LLP 300 North Meridian Street, Suite 2700 Indianapolis, IN 46204-1782
The Court: The Honorable Sarah Evans Barker, Judge United States District Court,	Counsel for Gary Matney: Chris Gair Jenner Block, LLP

Southern District of Indiana United States Courthouse, Room 210 46 East Ohio Street Indianapolis, IN 46204	One IBM Plaza Chicago, IL 60611
---	------------------------------------

An objection does not need to be in any particular format, except that the objection must:

- Contain the full name and current address of the person objecting;
- Contain the title and a statement of authority of any person objecting on behalf of an entity other than an individual;
- Contain the title of the Lawsuit: “In re Ready-Mixed Concrete Antitrust Litigation;”
- State the reasons for your objection;
- Be accompanied by any evidence, briefs, motions or other materials you intend to offer in support of your objection;
- Be signed by you; and
- Be sent by U.S. mail, first class and postage prepaid, with a postmark on or before _____.

You cannot object to the Settlement by phone or email.

Intervention: Any request for intervention must meet the requirements set forth above, including the deadline, for filing objections, must be accompanied by any evidence, briefs, motions or other materials you intend to offer in support of your request for intervention, and must meet the requirements of the Federal Rules of Civil Procedure.

14. What’s the difference between excluding myself and objecting?

If you exclude yourself, you are no longer a member of the Settlement Class and you keep your right to file your own lawsuit against Southfield at your own expense. If you exclude yourself, you may not object to the Settlement and you cannot receive any payments or credits from the Settlement. If you remain a Settlement Class Member, you may object.

15. Can I have a lawyer represent me?

The law firms of Cohen & Malad, LLP and Susman Godfrey LLP have been appointed by the Court and represent you and other Settlement Class Members. These lawyers are called Class Counsel. If you want to be represented by your own lawyer, you may hire one at your own expense. However, any lawyer intending to appear at the Fairness Hearing must be duly admitted to practice law before the United States District Court for the Southern District of Indiana and must file a written appearance no later than _____. Copies of the appearance must be served on Class Counsel, counsel for Southfield, and counsel for Gary Matney at the addresses included in this Notice in accordance with the Federal Rules of Civil Procedure.

IF YOU DO NOTHING

16. What happens if I do nothing at all?

If you do nothing, you will remain a Settlement Class Member and will remain eligible for any benefits available under the Settlement. If the Court approves the Settlement, you will be bound by its terms as well as any Court orders related to the Settlement, and a release of any right you may have to pursue the same legal claims in this case against Southfield will be granted to Southfield.

THE LAWYERS REPRESENTING YOU

17. How will the lawyers and costs be paid?

Southfield has agreed not to oppose a request for a payment of attorneys' fees by Class Counsel in the amount of 33 1/3 % of the Settlement Amount, and the reimbursement of reasonable expenses, to be paid from the Settlement Fund. The Court may be asked to approve the payment of attorneys' fees and expenses in this amount during the Fairness Hearing, and Southfield will not oppose the request for approval. If the Court approves these fees and expenses, they will be paid from the Settlement Fund. These fees and expenses, however, will not be paid until time for appeal and/or any appeal of this Settlement has been exhausted. The costs of providing this Notice and published notice of the Settlement, and the costs of settlement administration, will be paid from the Settlement Fund.

THE COURT'S FAIRNESS HEARING

18. When and where will the Court decide whether to approve the Settlement?

The Court will hold a hearing – which is called the Fairness Hearing – at the United States Courthouse, Room 210, 46 East Ohio Street, Indianapolis, Indiana, at ____ o'clock on _____. At the Fairness Hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will consider any objections, and listen to people who have made written objections and timely asked to speak at the hearing. After the Fairness Hearing, the Court will decide whether to approve the Settlement.

19. Do I have to come to the hearing?

You do not need to attend the Fairness Hearing, but you are welcome to come at your own expense. If you have sent a written objection, you do not need to be present for the Court to consider it.

20. May I show up and speak at the hearing?

If you have submitted a timely written objection to the Settlement and requested to be heard, the Court may allow you to speak at the Fairness Hearing. If you wish for your lawyer to speak for you, he or she must have submitted a timely appearance as provided above.

Reminder: If you have excluded yourself from the Settlement Class, you may not object to the Settlement and you may not speak at the Fairness Hearing

GETTING MORE INFORMATION

21. How can I get more information?

The description in this Notice is general and does not cover all of the issues and the proceedings thus far. More details about the Lawsuit and the Settlement, including a detailed definition of terms, are in the Settlement Agreement. You may review the Settlement Agreement and the court file during business hours at the Office of the Clerk of the United States District Court, United States Courthouse, Room 105, 46 East Ohio Street, Indianapolis, Indiana. You may also direct questions concerning the Settlement to Class Counsel at the address above. **Please do not contact the Court directly with any questions.**

Additional information about the Lawsuit and the Settlement may be obtained from the following Internet website: www.concreteantitrustsettlement.com

/s/ Sarah Evans Barker, Judge
United States District Court,
Southern District of Indiana

EXHIBIT

B

Exhibit "B"

*****ATTENTION DIRECT PURCHASERS OF READY-MIXED CONCRETE*****

NOTICE OF CLASS ACTION SETTLEMENT

If you are or were a person or entity who purchased Ready-Mixed Concrete directly from Irving Materials, Inc., Prairie Material Sales, Inc. or its subsidiary Hoosier Concrete LLC, Builder's Concrete & Supply, Inc., Shelby Gravel, Inc., d/b/a Shelby Materials, American Concrete Company, Inc., Hughey, Inc., d/b/a Carmel Concrete Products, or MA-RI-AL Corporation d/b/a Beaver Materials Corporation (hereafter "Defendants"), which was delivered from a facility within the Counties of Boone, Hamilton, Hancock, Hendricks, Johnson, Madison, Marion, Monroe, Morgan, and Shelby, in the State of Indiana, at any time from and including July 1, 2000 through and including May 25, 2004, you may be entitled to comment on, exclude yourself, or receive payments from the Settlement.

PLEASE READ THIS NOTICE CAREFULLY.

A Settlement has been reached between the Plaintiffs in *In re Ready-Mixed Concrete Antitrust Litigation*, Case No. 1:05-cv-00979-SEB-JMS (the "Lawsuit") and Southfield Corporation f/k/a Prairie Material Sales, Inc. and Gary Matney ("Southfield"), and the proposed Settlement Class has been certified by the United States District Court for the Southern District of Indiana (the "Court").

WHAT THIS LAWSUIT IS ABOUT: The Lawsuit asserts that the Defendants conspired to raise, fix, maintain, or stabilize the price of Ready-Mixed Concrete sold from plants in the Counties of Boone, Hamilton, Hancock, Hendricks, Johnson, Madison, Marion, Monroe, Morgan, and Shelby, in the State of Indiana (the "Central Indiana Area") at artificially high levels, in violation of Section 1 of the Sherman Act, Title 15, United States Code, Section 1. The Defendants deny the allegations of the Lawsuit.

WHO IS IN THE CLASS: You are a member of the Proposed Settlement Class if you purchased Ready-Mixed Concrete directly from Irving Materials, Inc., Prairie Material Sales, Inc. or its subsidiary Hoosier Concrete LLC, Builder's Concrete & Supply, Inc., Shelby Gravel, Inc., d/b/a Shelby Materials, American Concrete Company, Inc., Hughey, Inc., d/b/a Carmel Concrete Products, or MA-RI-AL Corporation d/b/a Beaver Materials Corporation, which was delivered from a facility within the Counties of Boone, Hamilton, Hancock, Hendricks, Johnson, Madison, Marion, Monroe, Morgan, and Shelby, in the State of Indiana, at any time from and including July 1, 2000 through and including May 25, 2004.

THE PROPOSED SETTLEMENT: Southfield Corporation has agreed to pay the amount of \$19,000,000 ("Settlement Amount") pursuant to the terms of the Settlement to be deposited into a Settlement Fund. After appeals and/or the time for appeals of this Settlement have been exhausted, the Plaintiffs and Class Counsel may seek permission from the Court to receive payments from the Settlement Fund for distribution to Class members or to reimburse Class Counsel for reasonable expenditures made or to be made by Class Counsel on behalf of Class Members to pursue the Lawsuit against the Defendants other than Southfield. The Settlement does not prevent the Plaintiffs from seeking damages from other Defendants caused by Southfield's alleged participation in the price-fixing conspiracy.

This settlement was achieved after more than two years of litigation and numerous negotiating sessions between Class Counsel and the lawyers for Southfield. Because of the inherent risks of litigation Plaintiffs believe that the Settlement provides the most fair and efficient resolution of the Plaintiffs' and Class Members' claims against Southfield. Southfield denies any liability for the claims in the Lawsuit, and the Court has not made any determination of Southfield's liability for the claims.

Because of the ongoing nature of the claims in the Lawsuit against the other Defendants, Plaintiffs and Class Counsel plan to defer distribution of the Settlement Fund to Class Members until a later date, and do not know at this time when they will seek permission from the Court to make distributions from the Settlement Fund to Class Members.

In the event that Plaintiffs and Class Counsel seek to make a distribution of the Settlement Fund or any other funds recovered in the Lawsuit to Class Members, it is anticipated that the proposed distribution of amounts from the Settlement Fund will be in direct proportion to the amount of a Class Member's purchases of Ready-Mixed Concrete from the Defendants at any time from July 1, 2000 through May 25, 2004. In the event that Plaintiffs and Class Counsel seek to make a distribution of the Settlement Fund or any other funds recovered in the Lawsuit to Class Members, a Claim Form with information about the proposed distribution and instructions for submitting a claim will be provided to Class Members.

PAYMENT OF ATTORNEYS' FEES AND COSTS: Southfield has agreed not to oppose a request for a payment of attorneys' fees by Class Counsel in the amount of 33 1/3 % of the Settlement Amount, and the reimbursement of reasonable expenses, to be paid from the Settlement Fund. The Court may be asked to approve the payment of attorneys' fees and expenses in this amount during the Fairness Hearing, and Southfield will not oppose the request for approval. These fees and expenses, however, will not be paid until time for appeal and/or appeal of this Settlement has been exhausted.

YOUR LEGAL RIGHTS AND OPTIONS IF YOU ARE A CLASS MEMBER: (YOU MUST CHOOSE BETWEEN ONE OF THESE OPTIONS)		DEADLINE
EXCLUDE YOURSELF	You may exclude yourself from the Settlement, in which case you will not be eligible to receive any payments from the Settlement that are approved by the Court, or to comment on the Settlement. A request for exclusion must: (i) state that you intend to "opt-out" or request "exclusion" from the Settlement Class against Southfield Corporation f/k/a Prairie Material Sales; (ii) contain the full name and current address of the person or entity requesting exclusion; (iii) contain the title and a statement of authority of any person requesting exclusion from the Settlement Class on behalf of an entity other than an individual; (iv) contain the title of the Lawsuit: "In re Ready Mixed Concrete Antitrust Litigation;" (v) be signed by you; and (vi) be sent by U.S. mail, first class and postage prepaid, with a postmark on or before _____, to Class Counsel at the address below.	M/D/Y

DO NOTHING	If you choose to do nothing you will remain eligible to receive any payments from the Settlement that are approved by the Court. This will result in a release of any right you may have to pursue the same legal claims brought, or which could have been brought, in this case against Southfield, but will not result in a release of any right you may have to pursue the same legal claims against the other Defendants.	N/A
OBJECT	You may write to the Court if you do not think the Settlement is fair. If you exclude yourself from the Settlement you may not object. To be considered, any objection must: (i) contain the full name and current address of the person objecting; (ii) contain the title and a statement of authority of any person objecting on behalf of an entity other than an individual; (iii) contain the title of the Lawsuit: "In re Ready Mixed Concrete Antitrust Litigation;" (iv) state the reasons for your objection; (v) be accompanied by any evidence, briefs, motions or other materials you intend to offer in support of your objection; (vi) be signed by you; and (vii) be sent by U.S. mail, first class and postage prepaid, with a postmark on or before _____, to Class Counsel, Southfield Counsel, Matney Counsel, and the Court, at the addresses below.	M/D/Y
GO TO A HEARING	If you object, you may also ask to speak in Court about the fairness of the Settlement.	M/D/Y

FAIRNESS HEARING: The Court will hold a hearing – which is called the Fairness Hearing – at the United States Courthouse, Room 210, 46 East Ohio Street, Indianapolis, Indiana, at ____ o'clock on _____. At the Fairness Hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. After the Fairness Hearing, the Court will decide whether to approve the Settlement. If you have submitted a timely written objection to the Settlement, you (or your lawyer) may be permitted to speak at the Fairness Hearing; however, you do not need to be present for the Court to consider your objection.

APPEAR BY COUNSEL: The law firms of Cohen & Malad, LLP and Susman Godfrey LLP have been appointed by the Court and represent you and other Settlement Class Members. These lawyers are called Class Counsel. If you want to be represented by your own lawyer, you may hire one at your own expense. However, any lawyer intending to appear at the Fairness Hearing must be duly admitted to practice law before the United States District Court for the Southern District of Indiana and must file a written appearance no later than _____. Copies of the appearance must be served on Class Counsel, Southfield Counsel and Matney Counsel at the addresses included in this Notice in accordance with the Federal Rules of Civil Procedure.

CONTACT INFORMATION:

Class Counsel:	Southfield Counsel:	Matney Counsel:	The Court:
Irwin B. Levin COHEN & MALAD, LLP One Indiana Square, Suite 1400 Indianapolis, IN 46204	Robert K. Stanley Baker & Daniels, LLP 300 North Meridian Street, Suite 2700 Indianapolis, IN 46204-1782	Chris Gair Jenner Block, LLP One IBM Plaza Chicago, IL 60611	The Honorable Sarah Evans Barker, Judge United States District Court, Southern District of Indiana United States Courthouse, Room 210 46 East Ohio Street Indianapolis, IN 46204

ADDITIONAL INFORMATION: The description in this Notice is general and does not cover all of the issues and the proceedings thus far. More details about the Lawsuit and the Settlement, including a detailed definition of terms, are in the Settlement Agreement. You may review the Settlement Agreement and the court file during business hours at the Office of the Clerk of the United States District Court, United States Courthouse, Room 105, 46 East Ohio Street, Indianapolis, Indiana. You may also direct questions concerning the Settlement to Class Counsel at the address above. **Please do not contact the Court directly with any questions.**

Additional information about the Lawsuit and the Settlement may be obtained from the following Internet website:
www.concreteantitrustsettlement.com

/s/ Sarah Evans Barker, Judge
 United States District Court,
 Southern District of Indiana

EXHIBIT

C

Exhibit "C"

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF INDIANA
INDIANAPOLIS DIVISION**

IN RE READY-MIXED CONCRETE)	Master Docket No.
ANTITRUST LITIGATION)	1:05-cv-00979-SEB-JMS
THIS DOCUMENT RELATES TO:)	_____
ALL ACTIONS)	

**ORDER PRELIMINARILY APPROVING SETTLEMENT,
CERTIFYING SETTLEMENT CLASS, AND DIRECTING NOTICE**

Plaintiffs Kort Builders, Inc., Dan Grote, Cherokee Development, Inc., Wininger/Stolberg Group, Inc., Marmax Construction, LLC, Boyle Construction Management, Inc., and T&R Contractor, Inc. ("Plaintiffs"), by Co-Lead Counsel, and Defendants Southfield Corporation f/k/a Prairie Material Sales, Inc. and Gary Matney (collectively "Southfield"), by counsel, have submitted the "Settlement Agreement with Southfield Corporation f/k/a Prairie Material Sales, Inc. and Gary Matney" dated _____ ("Settlement"), and have applied, pursuant to Rule 23 of the Federal Rules of Civil Procedure ("Rule 23"), for an order: (1) certifying a Settlement Class; (2) preliminarily approving the terms and conditions set forth in the Settlement as fair, reasonable and adequate; (3) approving forms and a program for notice to the Settlement Class; and (4) scheduling a hearing to consider final approval of the Settlement. The Court has given due consideration to the terms of the Settlement, the Exhibits to the Settlement, the submissions of the parties in support of preliminary approval of the Settlement, and the record of proceedings herein, and now finds that the proposed Settlement should be preliminarily approved pending notice to Class Members and a final hearing on whether the Settlement is fair, reasonable and adequate to the Class.

ACCORDINGLY, IT IS HEREBY ORDERED:

1. Terms capitalized herein and not otherwise defined shall have the meanings ascribed to them in the Settlement Agreement with Southfield Corporation f/k/a Prairie Material Sales, Inc. and Gary Matney.

2. This Court has jurisdiction of the subject matter of this Action and jurisdiction of the Plaintiffs and Defendants in the above-captioned case (the “Parties”).

3. This action may be maintained as a class action under Rule 23 for settlement purposes as to Southfield on behalf of the following class (the “Settlement Class”):

All Persons who purchased Ready-Mixed Concrete directly from any of the Defendants or any of their co-conspirators, which was delivered from a facility within the Counties of Boone, Hamilton, Hancock, Hendricks, Johnson, Madison, Marion, Monroe, Morgan, or Shelby, in the State of Indiana, at any time during the period from and including July 1, 2000 through and including May 25, 2004, but excluding Defendants, their co-conspirators, their respective parents, subsidiaries, and affiliates, and federal, state, and local government entities and political subdivisions.

4. The Court finds for purposes of settlement that the prerequisites to class certification under Rule 23(a) are satisfied, including:

a. The proposed Settlement Class numbers in the thousands and is so numerous that joinder of all members is impracticable;

b. There are questions of law and fact common to Plaintiffs and members of the Settlement Class, including whether Southfield and the other Defendants participated in an unlawful conspiracy to raise, fix, maintain, or stabilize the price of Ready-Mixed Concrete in the Central Indiana Area at artificially high levels, in violation of Section 1 of the Sherman Act, and whether members of the proposed Settlement Class were injured by the conspiracy;

c. The claims of the Plaintiffs are based on the same legal theory and are typical of the claims of the members of the Settlement Class; and

d. The Plaintiffs are represented by counsel experienced in complex litigation, have no interests in conflict with the interests of members of the proposed Settlement Class, have displayed their commitment to representing the interests of members of the Settlement Class during the course of litigation to date, and will fairly and adequately protect the interests of the Settlement Class.

5. The Court finds for purposes of settlement that the prerequisites to class certification under Rule 23(b)(3) are satisfied because questions of law and fact common to all members of the Settlement Class predominate over questions affecting only individual members of that Class, and certification of the Settlement Class is superior to other available methods for fair and efficient resolution of this controversy.

6. The Court appoints Plaintiffs Kort Builders, Inc., Dan Grote, Cherokee Development, Inc., Wininger/ Stolberg Group, Inc., Marmax Construction, LLC, Boyle Construction Management, Inc., and T&R Contractor, Inc. as Settlement Class Representatives. The Court further appoints Interim Co-Lead Counsel, Irwin B. Levin of Cohen & Malad, LLP, and Stephen D. Susman of Susman Godfrey LLP, as Settlement Class Counsel.

7. The Court finds that the terms of the Settlement in accordance with and as set forth in the Settlement Agreement are well within the range of a fair, reasonable and adequate settlement between the Settlement Class and Southfield under the circumstances of this case. The Court therefore preliminarily approves the Settlement and directs the parties to the Settlement to perform and satisfy the terms and conditions of the Settlement Agreement that are triggered by such preliminary approval.

8. The proposed Notice of Class Action Settlement and Hearing in the forms attached to the Settlement Agreement as Exhibit "A" (for mailed notice) and Exhibit "B" (for

publication notice), and the manner of mailing and distribution of such Notice, as set forth in Paragraph 10 below, are hereby approved by this Court as the best notice practicable to the Settlement Class. The form and manner of notice proposed in the Settlement comply with Rules 23(c) and (e) and the requirements of due process.

9. Pursuant to Rule 23(e), a final fairness hearing (the “Fairness Hearing”) shall be held before the undersigned at _____ o’clock, on _____, at the United States Courthouse, Room 210, 46 East Ohio Street, Indianapolis, Indiana, for the purpose of: (a) determining whether the Settlement is fair, reasonable and adequate and should be finally approved; (b) determining whether an order and judgment should be entered dismissing the claims of the Settlement Class members against Southfield; and (c) considering Class Counsel’s application for an award of attorneys’ fees, costs and expenses pursuant to Rule 23(h). The Court may adjourn, continue, and reconvene the Fairness Hearing pursuant to oral announcement without further notice to the Settlement Class, and the Court may consider and grant final approval of the Settlement, with or without minor modification and without further notice to the Settlement Class.

10. In accordance with the Settlement, Class Counsel shall: (a) mail or cause to be mailed to each Class Member for whom an address is available, as soon as practicable but no later than twenty (20) days from the date of this Order, a copy of the Mailed Notice in the form attached to the Settlement as Exhibit “A”; and (b) cause the Published Notice, attached to the Settlement as Exhibit “B”, to be published in two issues of the *Indianapolis Star*, no later than ten (10) days from the date of this Order.

11. Class Members shall be afforded an opportunity to request exclusion from the Class. A request for exclusion from the Class must: (i) state that the Class member intends to

“opt-out” or request “exclusion” from the Settlement Class against Southfield; (ii) contain the full name and current address of the person or entity requesting exclusion; (iii) contain the title and a statement of authority of any person requesting exclusion from the Settlement Class on behalf of an entity other than an individual; (iv) contain the title of the Lawsuit: “In re Ready-Mixed Concrete Antitrust Litigation;” (v) be signed by the person or on behalf of the entity requesting exclusion; and (vi) be sent by U.S. mail, first class and postage prepaid, with a postmark on or before a date certain to be agreed by Plaintiffs and Southfield but no less than thirty (30) days after the date that Mailed Notice is issued (the “Exclusion Deadline”). Members of the Settlement Class who submit a timely and valid request for exclusion from the Settlement Class shall not participate in and shall not be bound by the Settlement. Members of the Settlement Class who do not timely and validly opt out of the Settlement Class in accordance with the Notice shall be bound by all determinations and judgments in the action concerning the Settlement, whether favorable or unfavorable.

12. Class Members who have not excluded themselves shall be afforded an opportunity to object to the terms of the Settlement. Any objection must: (i) contain the full name and current address of the person objecting; (ii) contain the title and a statement of authority of any person objecting on behalf of an entity other than an individual; (iii) contain the title of the Lawsuit: “In re Ready-Mixed Concrete Antitrust Litigation;” (iv) state the reasons for the Class member’s objection; (v) be accompanied by any evidence, briefs, motions or other materials the Class member intends to offer in support of the objection; (vi) be signed by or on behalf of the Class member; and (vii) be sent by U.S. mail, first class and postage prepaid, with a postmark on or before a date certain to be agreed by Plaintiffs and Southfield but no less than thirty (30) days after the date that Mailed Notice is issued (the “Objection Deadline”).

13. Any member of the Settlement Class who does not make his, her, or its objection known in the manner provided in the Settlement and Notices shall be deemed to have waived such objection and shall forever be foreclosed from making any objection to the fairness or adequacy of the proposed Settlement.

14. Any request for intervention in this action for purposes of commenting on or objecting to the Settlement must meet the requirements set forth above, including the deadline, for filing objections, must be accompanied by any evidence, briefs, motions or other materials the proposed intervenor intends to offer in support of the request for intervention, and must meet the requirements of the Federal Rules of Civil Procedure.

15. Any lawyer intending to appear at the Fairness Hearing must be authorized to represent a Settlement Class Member, must be duly admitted to practice law before the United States District Court for the Southern District of Indiana, and must file a written appearance no later than a date certain to be agreed by Plaintiffs and Southfield but no less than thirty (30) days after the date that Mailed Notice is issued (the "Appearance Deadline"). Copies of the appearance must be served on Class Counsel and counsel for Southfield in accordance with the Federal Rules of Civil Procedure.

16. Not more than ten (10) days after the Exclusion Deadline, Class Counsel shall file a Notice of Settlement Class Exclusions, listing the names of all persons or entities who timely and validly excluded themselves from the Settlement Class.

17. Within three (3) business days after the Court's entry of the Preliminary Approval Order, Class Counsel shall deliver to the Escrow Agent identified in Settlement Agreement paragraph 22 and Exhibit "E" and Southfield Corporation a certified copy of this Preliminary Approval Order and wire transfer instructions for payment of funds to the Settlement Fund

Account. Within five (5) days after a copy of this Order is delivered to the Escrow Agent, the Escrow Agent shall remit the Settlement Amount (without regard to any potential adjustment in the Settlement Amount pursuant to Settlement Agreement paragraph 23) by wire transfer in accordance with instructions provided by Class Counsel to an account at Irwin Union Bank (the "Account"), which shall constitute the Settlement Fund. The Court shall have continuing jurisdiction over the Settlement Fund, including the investment, distribution and administration of the Settlement Fund, which shall at all times be maintained as a Qualified Settlement Fund within the meaning of Treasury Regulation 1.468B-1, as amended.

18. No less than five (5) days prior to the Fairness Hearing, Class Counsel may file a motion for approval of the attorneys' fees and reasonable expenses, to be paid from the Settlement Fund under the terms of the Settlement once all appeals and/or the time for appeals of the Settlement have been exhausted, along with any supporting materials. Any decision by Class Counsel to defer seeking an award of attorneys' fees or reimbursement of expenses prior to or at the time of the Fairness Hearing on the Settlement shall not be deemed a waiver of the right of Class Counsel, under the Settlement or otherwise, to seek an award of attorneys' fees or reimbursement of expenses from the Settlement Fund at another time.

19. If the Settlement does not become effective or is rescinded by Southfield Corporation or Plaintiffs pursuant to paragraph 23 or 28 of the Settlement Agreement, the Settlement and all proceedings had in connection therewith shall be without prejudice to the status quo ante rights of the Plaintiffs and Southfield in this action, all Orders issued pursuant to the Settlement shall be vacated, and any and all amounts then constituting the Settlement Fund (including all interest earned thereon) shall be returned forthwith to Southfield Corporation, less only such disbursements properly made in accordance with the Settlement Agreement.

20. The Court may adjourn the date and/or time of the Fairness Hearing without further notice to the members of the Settlement Class, and retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

SO ORDERED.

Date: _____

The Honorable Sarah Evans Barker, Judge
United States District Court,
Southern District of Indiana

EXHIBIT

D

Exhibit "D"

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF INDIANA
INDIANAPOLIS DIVISION**

IN RE READY-MIXED CONCRETE)	Master Docket No.
ANTITRUST LITIGATION)	1:05-cv-00979-SEB-JMS
THIS DOCUMENT RELATES TO:)	_____
ALL ACTIONS)	

ORDER AND JUDGMENT APPROVING SETTLEMENT

WHEREAS, Plaintiffs Kort Builders, Inc., Dan Grote, Cherokee Development, Inc., Wininger/Stolberg Group, Inc., Marmax Construction, LLC, Boyle Construction Management, Inc., and T&R Contractor, Inc. ("Plaintiffs"), by Co-Lead Counsel, and Defendants Southfield Corporation f/k/a Prairie Material Sales, Inc. and Gary Matney (collectively "Southfield"), by counsel, entered into the "Settlement Agreement with Southfield Corporation f/k/a Prairie Material Sales, Inc. and Gary Matney" dated _____ ("Settlement"); and

WHEREAS, the Plaintiffs and Southfield applied pursuant to Rule 23 of the Federal Rules of Civil Procedure ("Rule 23") for an order certifying a Class for settlement purposes, for an order preliminarily approving the proposed Settlement and preliminarily approving the form and plan of notice as set forth in the Settlement;

WHEREAS, on _____, pursuant to 28 U.S.C. § 1715, Southfield notified the United States Attorney General and the Attorney General of the State of Indiana of the proposed Settlement and more than 90 days have passed since that notice was given and entry of this Order;

WHEREAS, on _____, the Court provisionally ordered that this Action may be settled as a class action on behalf of the following class (the "Settlement Class"):

All Persons who purchased Ready-Mixed Concrete directly from any of the Defendants or any of their co-conspirators, which was delivered from a facility within the Counties of Boone, Hamilton, Hancock, Hendricks, Johnson, Madison, Marion, Monroe, Morgan, or Shelby, in the State of Indiana, at any time during the period from and including July 1, 2000 through and including May 25, 2004, but excluding Defendants, their co-conspirators, their respective parents, subsidiaries, and affiliates, and federal, state, and local government entities and political subdivisions.

WHEREAS, on _____, 2008, the Court entered an order certifying the Settlement Class for purposes of settlement, preliminarily approving the Settlement, approving the forms of notice of the Settlement to Class Members, directing that appropriate notice of the Settlement be given to Class Members, and scheduling a hearing on final approval (the “Preliminary Approval Order”);

WHEREAS, in accordance with the Settlement Agreement and the Preliminary Approval Order: (1) on _____, 2008, Class Counsel caused the Notice of Class Action Settlement and Hearing in the form attached to the Settlement as Exhibit “A” (“Mailed Notice”) to be mailed by United States First Class Mail to all known members of the Settlement Class, and on _____ and _____, 2008, caused the Published Notice in the form attached to the Settlement as Exhibit “B” to be published in the *Indianapolis Star*; and (2); the Affidavit of Notice filed with this Court by Class Counsel demonstrates compliance with the Preliminary Approval Order with respect to the Mailed Notice and the Published Notice and, further, that the best notice practicable under the circumstances was, in fact, given;

WHEREAS, on _____, 2008, at _____, this Court held a hearing on whether the Settlement is fair, reasonable, adequate and in the best interests of the Settlement Class (the “Fairness Hearing”); and

WHEREAS, based upon the foregoing, having heard the statements of counsel for the Plaintiffs and Southfield, and of such persons as chose to appear at the Fairness Hearing; having

considered all of the files, records and proceedings in the Action, the benefits to the Settlement Class under the Settlement and the risks, complexity, expense and probable duration of further litigation; and being fully advised in the premises;

THEREFORE, IT IS HEREBY ORDERED AND ADJUDGED that:

1. Terms capitalized herein and not otherwise defined shall have the meanings ascribed to them in the “Settlement Agreement with Southfield Corporation f/k/a Prairie Material Sales, Inc. and Gary Matney.”

2. This Court has jurisdiction of the subject matter of this Action and jurisdiction of the Plaintiffs and Defendants in the above-captioned case (the “Parties”).

3. The Court hereby adopts and reaffirms the findings and conclusions set forth in the Preliminary Approval Order.

4. The Plaintiffs and Class Counsel fairly and adequately represent the interests of the Settlement Class in connection with the Settlement.

5. The Settlement is the product of good faith, arm’s-length negotiations by the Plaintiffs and Class Counsel, and Southfield and its counsel, and the Settlement Class and Southfield were represented by capable and experienced counsel.

6. The form, content and method of dissemination of the notice given to members of the Settlement Class, including both published notice and individual notice to all members of the Settlement Class who could be identified through reasonable effort, were adequate and reasonable, constituted the best notice practicable under the circumstances, and satisfied the requirements of Rules 23(c) and (e) and due process.

7. The Settlement Agreement with Southfield is fair, reasonable and adequate and in the best interests of the Settlement Class, and is approved in all respects. The Court hereby

directs the Plaintiffs, the Settlement Class, Class Counsel, Southfield, Southfield's counsel, Releasors and Releasees to effectuate the Settlement according to its terms.

8. The certification of the Settlement Class, under Rules 23(a), (b)(3) and (e), for purposes of effectuating the Settlement, is hereby confirmed.

9. Upon the occurrence of the Effective Date of the Settlement, Southfield Corporation, Matney and the other Releasees are hereby completely released, acquitted, and forever discharged from any and all claims, demands, actions, suits and causes of action, whether class, individual or otherwise in nature, that Releasors, or any of them, ever had, now has, or hereafter can, shall, or may have on account of or arising out of or resulting from conduct (including any conspiracy, combination or agreement) concerning the pricing, selling, discounting, marketing, manufacturing, or distributing of Ready-Mixed Concrete in the Central Indiana Area during the Class Period, including but not limited to any conduct alleged, and causes of action asserted, or that could have been alleged or asserted, in the Complaint filed in the Action or any amendment thereto which arise under any federal or state antitrust statute, law, rule or regulation, including, without limitation, the Sherman Antitrust Act, 15 U.S.C. §§ 1 *et seq.* ("Released Claims"), provided, however, that nothing herein shall release any claim not associated with anticompetitive conduct, including, but not limited to, personal injury, wrongful death, product defect or breach of contract claims between the parties. The Releasors shall not, after the Effective Date of this Agreement, seek to recover against any of the Releasees for any of the Released Claims. No other Defendant in the above-captioned Action is released from any claim of any kind whatsoever as a result of the Settlement, the Court's approval of the Settlement or the entry of this Order and Judgment.

10. As to Southfield Corporation and Matney, but not as to any other Defendant, the above-captioned Action is hereby dismissed with prejudice and without assessment of costs or attorneys' fees against Southfield Corporation or Matney.

11. Any claims against Releasors arising out of, relating to or in connection with the Action as against Southfield are hereby released by the Releasees and their counsel, and they are permanently enjoined and barred from instituting, asserting or prosecuting any and all claims which the Releasees or their counsel or any of them, had, have or may in the future have against Releasors arising out of, relating to or in connection with the Action as against Southfield.

12. The Court hereby reserves its exclusive, general, and continuing jurisdiction over the Plaintiffs, the Settlement Class, Class Counsel, Southfield, Southfield's counsel, Releasors, Releasees and the Settlement Fund established pursuant to the Court's Preliminary Approval Order as needed or appropriate in order to administer, supervise, implement, interpret, or enforce the Settlement in accordance with its terms, including the investment, conservation, protection of the Settlement Fund prior to distribution, and distribution of the Settlement Fund.

THERE BEING NO JUST REASON FOR DELAY, LET JUDGMENT BE ENTERED ACCORDINGLY.

SO ORDERED.

Date: _____

The Honorable Sarah Evans Barker, Judge
United States District Court,
Southern District of Indiana

EXHIBIT

E

Exhibit "E"

ESCROW AGREEMENT

This Escrow Agreement (this "Agreement") is made and entered into as of April 24, 2008 (the "Escrow Effective Date"), by and among Southfield Corporation, an Illinois corporation formerly known as Prairie Material Sales, Inc. ("Southfield Corporation"), by Class Counsel ("Class Counsel") for and on behalf of Plaintiffs (as defined below) in the consolidated action entitled *In re Ready Mixed Concrete Antitrust Litigation*, Master Docket No. 1:05-cv-00979-SEB-JMS, in the United States District Court for the Southern District of Indiana, and by Wells Fargo Bank, N.A., as escrow agent (the "Escrow Agent").

RECITALS

A. Southfield Corporation, Gary Matney ("Matney") and plaintiff class representatives Kort Builders, Inc., Dan Grote, Cherokee Development, Inc., Winger/Stolberg Group, Inc., Marmax Construction, LLC, Boyle Construction Management, Inc., and T&R Contractor, Inc. (collectively, "Plaintiffs") entered into that certain Settlement Agreement with Southfield Corporation f/k/a Prairie Material Sales, Inc., dated as of even date herewith, (the "Settlement Agreement").

B. Paragraph 22 of the Settlement Agreement provides for the deposit by Southfield Corporation of \$19,000,000.00 into escrow to provide a source to fund the payment obligations of Southfield Corporation under the Settlement Agreement.

C. Southfield Corporation and Plaintiffs desire to enter into this Agreement in order to comply with the terms of the Settlement Agreement.

AGREEMENT

NOW THEREFORE, for good and valuable considerations, the receipt, adequacy and mutuality of which are hereby acknowledged by each of the parties hereto, such parties agree as follows:

1. Defined Terms. Capitalized terms used in this Agreement and defined in the Settlement Agreement, unless otherwise defined herein, shall have the same meanings ascribed to them in the Settlement Agreement.

When used in this Agreement, the following terms have the following meanings:

"Court" means the United States District Court for the Southern District of Indiana.

"Person" means any natural person, corporation, firm, joint venture, partnership, limited liability company, association, enterprise, trust or other entity or organization, or any government or political subdivision or any agency, department or instrumentality thereof.

“Settlement Fund Account” means the account established for the Settlement Fund at the financial institution designated in the Preliminary Approval Order.

“Southfield Wire Instructions” means the wire transfer instructions set forth in Exhibit A to this Agreement.

2. Appointment of Escrow Agent. Effective as of the Escrow Effective Date, Southfield Corporation and Class Counsel hereby appoint the Escrow Agent as escrow agent upon the terms and conditions set forth herein, and the Escrow Agent hereby accepts such appointment.

3. Delivery of Escrow Deposit; Investment. Southfield Corporation has deposited with the Escrow Agent Nineteen Million and 00/100 Dollars (\$19,000,000.00) (the “Escrow Deposit”). When used in this Agreement, the “Escrow Funds” means the Escrow Deposit and all earnings thereon. The Escrow Agent shall acknowledge receipt of the Escrow Deposit and agrees to hold, invest and disburse the Escrow Funds in accordance with the terms and conditions of this Agreement in a separate trust account (the “Escrow Account”). The Escrow Agent shall cause the Escrow Funds to be invested in the Wells Fargo Advantage Funds selected by Southfield Corporation, as provided on Exhibit B hereto. The Escrow Agent shall have no responsibility or liability for any loss which may result from any investment or sale of investment made pursuant to this Agreement. The Escrow Agent is hereby authorized, in making or disposing of any investment permitted by this Agreement, to deal with itself (in its individual capacity) or with any one or more of its affiliates, whether it or any such affiliate is acting as agent of the Escrow Agent or for any third person or dealing as principal for its own account. The parties acknowledge that the Escrow Agent is not providing investment supervision, recommendations, or advice.

4. Disbursement of Escrow Funds. The Escrow Agent shall continue to hold the Escrow Funds in the Escrow Account except for disbursements in accordance with the following procedures:

4.1 Joint Order. In the event Southfield Corporation and Class Counsel execute and deliver to the Escrow Agent a written agreement by and between Southfield Corporation and Plaintiffs or Class Counsel setting forth the distribution of the Escrow Funds or any portion thereof (a “Joint Order”), the Escrow Agent shall disburse the Escrow Funds in accordance with the instructions contained in each Joint Order.

4.2 Disbursement upon Entry of Preliminary Approval Order. Within three (3) business days after the Court's entry of the Preliminary Approval Order, Class Counsel shall deliver to the Escrow Agent and Southfield Corporation a certified copy of the Preliminary Approval Order and wire transfer instructions for payment of funds to the Settlement Fund Account. Within five (5) business days after the Escrow Agent's receipt of a certified copy of the Preliminary Approval Order and wire transfer instructions from Class Counsel, the Escrow Agent shall: (i) pay \$19,000,000.00 of the Escrow Funds to the Settlement Fund Account by wire transfer in accordance with the wire transfer instructions provided by Class Counsel; and (ii) pay the remainder of the Escrow Funds to Southfield Corporation by wire transfer in accordance with the Southfield Wire Instructions. If at any time prior to the Termination of Escrow as defined herein the total amount of the Escrow Funds is less than \$19,000,000, Southfield Corporation

shall deposit with the Escrow Agent, within 24 hours and by wire transfer, any amount of funds necessary to return the amount of the Escrow Funds to no less than \$19,000,000, and such funds shall be placed in the Escrow Account. If Southfield Corporation and the Escrow Agent receive from Class Counsel a certified copy of the Preliminary Approval Order and wire transfer instructions for payment of funds to the Settlement Fund Account, as contemplated by the Settlement Agreement and this paragraph 4.2, Southfield Corporation shall make whatever deposits of funds are necessary for the Escrow Agent to be able to pay \$19,000,000.00 of the Escrow Funds to the Settlement Fund Account by wire transfer in accordance with the wire transfer instructions provided by Class Counsel in a full and timely manner.

4.3 Disbursement upon Denial of Motion for Preliminary Approval Order. In the event the Court declines to enter the Preliminary Approval Order, then within three (3) business days after the Court's entry of an order denying the Motion with respect to the request set forth in the Motion for entry of the Preliminary Approval Order (the "Denial Order"), Southfield Corporation shall deliver a certified copy of the Denial Order to the Escrow Agent and to Class Counsel. Within five (5) business days after the Escrow Agent's receipt of a certified copy of the Denial Order, the Escrow Agent shall pay all of the Escrow Funds to Southfield Corporation by wire transfer in accordance with the Southfield Wire Instructions.

4.4 Interest on the Escrow Funds. All interest earned on the Escrow Funds shall be for the benefit of Southfield Corporation. Without further direction or consent from any party to this Agreement or other Person, the Escrow Agent shall pay all accrued interest on the Escrow Funds to Southfield Corporation no less frequently than monthly by wire transfer in accordance with the Southfield Wire Instructions. Prior to the date hereof, Southfield Corporation shall provide the Escrow Agent with certified tax identification numbers by furnishing appropriate forms W-9 or W-8 and such other forms and documents that the Escrow Agent may request. Southfield Corporation understands that if such tax reporting documentation is not provided and certified to the Escrow Agent, the Escrow Agent may be required by the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, to withhold a portion of any interest or other income earned on the investment of the Escrow Funds.

4.5 Disbursement Into the Court. Notwithstanding the foregoing, at any time, the Escrow Agent, in its sole discretion, may commence an action in the nature of interpleader in the Court, to determine ownership or disposition of the Escrow Funds or it may deposit all or any portion of the Escrow Funds with the Clerk of the Court or it may retain the Escrow Funds pending receipt of a final, non-appealable order of the Court directing to whom and under what circumstances the Escrow Funds are to be disbursed and delivered. During the pendency of any such action, the Escrow Agent may suspend the performance of any of its obligations under this Agreement until such dispute or uncertainty shall be resolved to the sole satisfaction of the Escrow Agent or until a successor shall have been appointed (as the case may be). The Escrow Agent shall have no liability to the parties hereto or any other Person with respect to any such suspension of performance or disbursement into the Court, specifically including any liability or claimed liability that may arise, or be alleged to have arisen, out of or as a result of any delay in the disbursement of the Escrow Funds or any delay in or with respect to any other action required or requested of Escrow Agent.

4.6 Statement of Transactions. Southfield Corporation and Class Counsel will receive from the Escrow Agent a monthly statement of the transaction details upon completion of any transaction involving the Escrow Funds.

5. Limitation of Responsibility and Liability and Duties of the Escrow Agent. The acceptance by the Escrow Agent of its duties as such under this Agreement is subject to the following terms and conditions, which all parties to this Agreement hereby agree shall govern and control with respect to the rights, duties, liabilities and immunities of the Escrow Agent:

5.1 Limitation of Liability. The Escrow Agent shall not be liable for any error in judgment or mistake of law or fact, or for any action taken or omitted to be taken by it, or any action suffered by it to be taken or omitted by it, or for any delay in delivery of the Escrow Funds, provided the Escrow Agent has acted without gross negligence or willful misconduct.

5.2 Resignation. The Escrow Agent may resign at any time and be discharged from its duties as Escrow Agent hereunder by its giving the other parties hereto prior written notice of at least twenty (20) days. As soon as practicable after its resignation, the Escrow Agent shall turn over to a successor escrow agent appointed by Southfield Corporation and Class Counsel, jointly, all of the Escrow Funds held hereunder upon presentation of the document appointing the new escrow agent and its acceptance thereof. If Southfield Corporation and Class Counsel cannot agree on a successor to the Escrow Agent within twenty (20) days after such notice of resignation, JPMorgan Chase Bank, N.A. shall be appointed as such successor. If no new escrow agent is so appointed within the thirty (30) day period following the giving of such notice of resignation, the Escrow Agent may deposit the Escrow Funds with the Clerk of the Court.

5.3 Complying with Orders. Notwithstanding anything to the contrary herein, the Escrow Agent shall disburse the Escrow Funds as directed in a certified copy of a final, non-appealable court order. If any portion of the Escrow Funds is at any time attached, garnished or levied upon under any court order, or in case the payment, assignment, transfer, conveyance or delivery of any such property shall be stayed or enjoined by any court affecting such property or any part thereof, then and in any such event, the Escrow Agent is authorized to rely upon and comply with any such order, writ, judgment or decree which it is advised by legal counsel selected by it is binding upon it without the need for appeal or other action; and if the Escrow Agent complies with any such order, writ, judgment or decree, it shall not be liable to any of the parties hereto or to any other Person by reason of such compliance even though such order, writ, judgment or decree may be subsequently reversed, modified, annulled, set aside or vacated.

5.4 Reliance Upon Genuineness of Documents. The Escrow Agent shall not be responsible for the genuineness of any certificate or signature and may rely conclusively upon and shall be protected when acting upon any notice, affidavit, request, consent, instruction, check, or other instrument believed by it in good faith to be genuine or to be signed or presented by the proper Person, or duly authorized, or properly made. Concurrently herewith, Southfield Corporation and Class Counsel shall deliver to the Escrow Agent authorized signers' lists in the form of Exhibit C-1 and Exhibit C-2 hereto.

5.5 Scope of Responsibility. Notwithstanding any provision to the contrary, the Escrow Agent is obligated only to perform the duties specifically set forth in this Agreement, which shall be deemed purely ministerial in nature. Under no circumstances will the Escrow

Agent be deemed to be a fiduciary to any party hereto or any other person under this Agreement. The Escrow Agent will not be responsible or liable for the failure of any other party to perform in accordance with this Agreement. The Escrow Agent shall neither be responsible for, nor chargeable with, knowledge of the terms and conditions of any other agreement, instrument, or document other than this Agreement, whether or not an original or a copy of such agreement has been provided to the Escrow Agent; and the Escrow Agent shall have no duty to know or inquire as to the performance or nonperformance of any provision of any such agreement, instrument, or document. References in this Agreement to any other agreement, instrument, or document are for the convenience of Southfield Corporation and Class Counsel, and the Escrow Agent has no duties or obligations with respect thereto. This Agreement sets forth all matters pertinent to the escrow contemplated hereunder, and no additional obligations of the Escrow Agent shall be inferred or implied from the terms of this Agreement or any other agreement.

5.6 Attorneys and Agents. The Escrow Agent shall be entitled to rely on and shall not be liable for any action taken or omitted to be taken by the Escrow Agent in accordance with the advice of counsel or other professionals retained or consulted by the Escrow Agent. The Escrow Agent shall be reimbursed for any and all compensation (fees, expenses and other costs) paid and/or reimbursed to such counsel and/or professionals. The Escrow Agent may perform any and all of its duties through its agents, representatives, attorneys, custodians, and/or nominees.

5.7 No Financial Obligation. No provision of this Agreement shall require the Escrow Agent to risk or advance its own funds or otherwise incur any financial liability or potential financial liability in the performance of its duties or the exercise of its rights hereunder.

5.8 Indemnification. Southfield Corporation shall indemnify, defend and hold harmless the Escrow Agent from and against any and all loss, liability, cost, damage and expense, including, without limitation, attorneys' fees and expenses or other professional fees and expenses which the Escrow Agent may suffer or incur by reason of any action, claim or proceeding brought against the Escrow Agent, arising out of or relating in any way to this Agreement or any transaction to which this Agreement relates, unless such loss, liability, cost, damage or expense shall have been finally adjudicated to have been directly caused by the willful misconduct or gross negligence of the Escrow Agent. The provisions of this paragraph shall survive the resignation or removal of the Escrow Agent and the termination of this Agreement.

5.9 Limitation of Liability. THE ESCROW AGENT SHALL NOT BE LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY (I) DAMAGES, LOSSES OR EXPENSES ARISING OUT OF THE SERVICES PROVIDED HEREUNDER, OTHER THAN DAMAGES, LOSSES OR EXPENSES WHICH HAVE BEEN FINALLY ADJUDICATED TO HAVE DIRECTLY RESULTED FROM THE ESCROW AGENT'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR LOSSES OF ANY KIND WHATSOEVER (INCLUDING WITHOUT LIMITATION LOST PROFITS), EVEN IF THE ESCROW AGENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES AND REGARDLESS OF THE FORM OF ACTION.

5.10 Merger or Consolidation. Any corporation or association into which the Escrow Agent may be converted or merged, or with which it may be consolidated, or to which it may sell

or transfer all or substantially all of its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which the Escrow Agent is a party, shall be and become the successor escrow agent under this Agreement and shall have and succeed to the rights, powers, duties, immunities and privileges as its predecessor, without the execution or filing of any instrument or paper or the performance of any further act, any provision herein to the contrary notwithstanding.

6. Termination of Escrow. This Agreement shall terminate upon the distribution of all of the Escrow Funds as provided herein.

7. Escrow Fees. The Escrow Agent will be entitled to receive fees for its escrow services hereunder which fees shall be paid by Southfield Corporation, as such fees are outlined on Exhibit D hereto. The Escrow Agent is hereby authorized to apply interest earned on the Escrow Deposit against such fees as they become due and payable. To the extent that interest earned on the Escrow Deposit is not sufficient to fully pay the fees of the Escrow Agent, Southfield Corporation shall pay such fees upon receipt of an invoice from the Escrow Agent.

8. Notices. All notices and other communications hereunder to a party to this Agreement shall be in writing and shall be (i) delivered by hand, (ii) sent by facsimile, or (iii) sent by certified mail or by a nationally recognized overnight delivery service, charges prepaid, to the address set forth below such party's signature to this Agreement (or such other address for a party as shall be specified by like notice). Each such notice or other communication shall be deemed to have been duly given and to be effective (a) if delivered by hand, immediately upon delivery if delivered on a business day during normal business hours and, if otherwise, on the next business day; (b) if sent by facsimile transmission, upon written confirmation of receipt, (c) if sent by certified mail, on the fourth (4th) business day following mailing, or (d) if sent by a nationally recognized overnight delivery service, on the day of delivery by such service or, if not a business day, on the first business day after delivery.

9. Assignment; No Third-Person Rights. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any party hereto without the prior written consent of the other parties hereto. This Agreement and its provisions are for the sole benefit of the parties to this Agreement and their successors and permitted assigns and shall not give any other Person any legal or equitable right, remedy or claim.

10. Governing Law. The execution, interpretation and performance of this Agreement, and any disputes with respect to the transactions contemplated by this Agreement, including any fraud claims, shall be governed by the internal laws and judicial decisions of the State of Indiana, without reference to the conflict of laws rules or principles of any jurisdiction.

11. Jurisdiction. All parties hereto irrevocably submit to the exclusive jurisdiction of the Court in any action or proceeding arising out of or relating to this Agreement, and each party hereby irrevocably agrees that all claims in respect of such action or proceeding shall be heard and determined by the Court. Each party hereby irrevocably waives any venue objection he, she or it may have to any such action or proceeding arising out of or relating to this Agreement in the

Court, and any objection on the grounds that any such action or proceeding in the Court has been brought in an inconvenient forum.

12. Severability. If any provision contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. Notwithstanding the foregoing, any provision of this Agreement held to be invalid, illegal or unenforceable only in part or degree shall remain in full force and effect to the extent not held invalid or unenforceable, and the determination that any provision of this Agreement is invalid, illegal or unenforceable as applied to particular circumstances shall not affect the application of such provision to circumstances other than those as to which it is held invalid, illegal or unenforceable.

13. Construction. Each party acknowledges that such party and his, her or its attorneys have been given an equal opportunity to negotiate the terms and conditions of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party or any similar rule operating against the drafter of an agreement shall not be applicable to the construction or interpretation of this Agreement.

14. Time of Essence. With regard to all dates and time periods set forth or referred to in this Agreement, time is of the essence.

15. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement may be executed on signature pages exchanged by facsimile or other electronic transmission, which signatures shall have the same force and effect as if they were original, manual signatures; however, each party shall promptly thereafter deliver to the others such number of original executed counterparts as the others may reasonably request.

16. Entire Agreement. This Agreement (along with the Settlement Agreement as it applies to Southfield Corporation and Class Counsel only hereunder) constitutes the entire agreement and understanding of the parties hereto in respect of the subject matter hereof.

17. Waiver. No failure of any party to exercise any right or remedy given such party under this Agreement or otherwise available to such party or to insist upon strict compliance by any other party as to such other party's obligations hereunder, and no custom or practice of the parties which deviates from the terms hereof, shall constitute a waiver of any party's right to demand exact compliance with the terms hereof, unless such waiver is set forth in writing and executed by such waiving party.

18. Amendment. This Agreement may not be amended, or any term or condition waived, except by a writing signed by all of the parties hereto.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGE FOLLOWS]**

[Signature Page - Escrow Agreement]

IN WITNESS WHEREOF, Class Counsel, Southfield Corporation and the Escrow Agent, by their respective duly authorized representatives, have executed and delivered this Agreement as of the Escrow Effective Date.

Class Counsel for Plaintiffs:

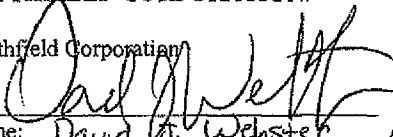
Irwin B. Levin
COHEN & MALAD, LLP

Notice Address:

One Indiana Square, Suite 1400
Indianapolis, IN 46204
Telephone: (317) 636-6481
Facsimile: (317) 636-2593

SOUTHFIELD CORPORATION:

Southfield Corporation

By: 
Name: David G. Webster 4/24/08
Title: President

Notice Address:

Baker & Daniels, LLP
300 North Meridian Street, Suite 2700
Indianapolis, IN 46204
Attn: Robert K. Stanley
Telephone: (317) 237-1254
Facsimile: (317) 237-1000

ESCROW AGENT:

Wells Fargo Bank, N.A., as Escrow Agent

By: _____
Name: _____
Title: _____

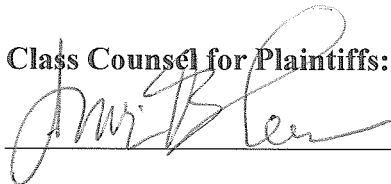
Notice Address:

Attn: _____
Fax: _____

[Signature Page – Escrow Agreement]

IN WITNESS WHEREOF, Class Counsel, Southfield Corporation and the Escrow Agent, by their respective duly authorized representatives, have executed and delivered this Agreement as of the Escrow Effective Date.

Class Counsel for Plaintiffs:



Irwin B. Levin
COHEN & MALAD, LLP

Notice Address:

One Indiana Square, Suite 1400
Indianapolis, IN 46204
Telephone: (317) 636-6481
Facsimile: (317) 636-2593

SOUTHFIELD CORPORATION:

Southfield Corporation

By: _____
Name: _____
Title: _____

Notice Address:

Baker & Daniels, LLP
300 North Meridian Street, Suite 2700
Indianapolis, IN 46204
Attn: Robert K. Stanley
Telephone: (317) 237-1254
Facsimile: (317) 237-1000

ESCROW AGENT:

Wells Fargo Bank, N.A., as Escrow Agent

By: _____
Name: _____
Title: _____

Notice Address:

Attn: _____
Fax: _____

[Signature Page – Escrow Agreement]

IN WITNESS WHEREOF, Class Counsel, Southfield Corporation and the Escrow Agent, by their respective duly authorized representatives, have executed and delivered this Agreement as of the Escrow Effective Date.

Class Counsel for Plaintiffs:

Irwin B. Levin
COHEN & MALAD, LLP

Notice Address:

One Indiana Square, Suite 1400
Indianapolis, IN 46204
Telephone: (317) 636-6481
Facsimile: (317) 636-2593

SOUTHFIELD CORPORATION:

Southfield Corporation

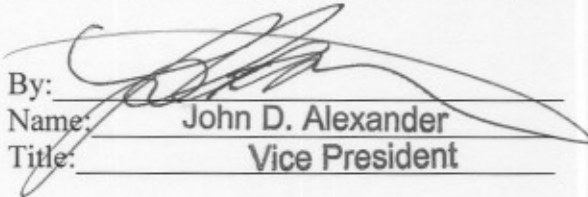
By: _____
Name: _____
Title: _____

Notice Address:

Baker & Daniels, LLP
300 North Meridian Street, Suite 2700
Indianapolis, IN 46204
Attn: Robert K. Stanley
Telephone: (317) 237-1254
Facsimile: (317) 237-1000

ESCROW AGENT:

Wells Fargo Bank, N.A., as Escrow Agent

By: 
Name: John D. Alexander
Title: Vice President

Notice Address:

WELLS FARGO BANK, N.A.

300 NORTH MERIDIAN STREET-SUITE #1600

INDIANAPOLIS, IN 46204

Attn: Corporate Trust Services
Fax: 317-977-1145

Exhibit A

Southfield Wire Transfer Instructions

REDACTED

Exhibit B

**Agency and Custody Account Direction
For Cash Balances**

Direction to use Wells Fargo Advantage Funds for Cash Balances for the escrow account or accounts (the "Account") established under the Escrow Agreement to which this Exhibit B is attached.

You are hereby directed to invest, as indicated below or as I shall direct further from time to time, all cash in the Account in the following money market portfolio of Wells Fargo Advantage Funds (the "Fund") or another permitted investment of my choice (Check One):

- Wells Fargo Advantage Funds, Government Money Market Fund
- Wells Fargo Advantage Funds, Cash Investment Money Market Fund
- Wells Fargo Advantage Funds, Prime Investment Money Market Fund
- Wells Fargo Advantage Funds, Treasury Plus Money Market Fund
- Wells Fargo Advantage Funds, Heritage Money Market Fund
- Wells Fargo Advantage Funds, National Tax-Free Money Market Fund

I acknowledge that I have received, at my request, and reviewed the Fund's prospectus and have determined that the Fund is an appropriate investment for the Account.

I understand from reading the Fund's prospectus that Wells Fargo Funds Management, LLC ("Wells Fargo Funds Management"), a wholly-owned subsidiary of Wells Fargo & Company, provides investment advisory and other administrative services for the *Wells Fargo Advantage Funds*. Other affiliates of Wells Fargo & Company provide sub-advisory and other services for the Funds. Boston Financial Data Services serves as transfer agent for the Funds. The Funds are distributed by Wells Fargo Funds Distributor, LLC, Member NASD/SIPC, an affiliate of Wells Fargo & Company. I also understand that Wells Fargo & Company will be paid, and its bank affiliates may be paid, fees for services to the Funds and that those fees may include Processing Organization fees as described in the Fund's prospectus.

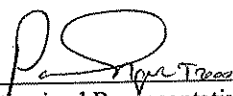
I understand that you will not exclude amounts invested in the Fund from Account assets subject to fees under the Account agreement between us.

I understand that investments in the Fund are not obligations of, or endorsed or guaranteed by, Wells Fargo Bank or its affiliates and are not insured by the Federal Deposit Insurance Corporation.

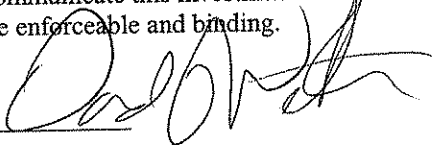
I acknowledge that I have full power to direct investments of the Account.

I understand that I may change this direction at any time and that it shall continue in effect until revoked or modified by me by written notice to you.

I understand that if I choose to communicate this investment direction solely via facsimile, then the investment direction will be understood to be enforceable and binding.



 Authorized Representative
 Southfield Corporation



 4/23/08

 Date

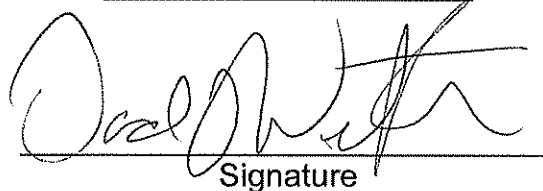
Exhibit C-1
CERTIFICATE AS TO AUTHORIZED SIGNATURES

The specimen signatures shown below are the specimen signatures of the individuals who have been designated as authorized representatives of Southfield Corporation and are authorized to initiate and approve transactions of all types for the escrow account or accounts established under the Escrow Agreement to which this Exhibit C-1 is attached, on behalf of Southfield Corporation.

Name / Title

SPECIMEN SIGNATURE

David J. Webster /
Chief Financial Officer


Signature

Paul A. Enger / Treasurer


Signature

Exhibit C-2
CERTIFICATE AS TO AUTHORIZED SIGNATURES

The specimen signatures shown below are the specimen signatures of the individuals who have been designated as authorized representatives of Class Counsel and are authorized to initiate and approve transactions of all types for the escrow account or accounts established under the Escrow Agreement to which this Exhibit C-2 is attached, on behalf of Plaintiffs.


Name / Title	<u>SPECIMEN SIGNATURE</u>
<u>IRWIN B. LEVIN</u> Name	 Signature
<u>CLASS COUNSEL</u> Title	
_____ Name	_____ Signature
_____ Title	
_____ Name	_____ Signature
_____ Title	
_____ Name	_____ Signature
_____ Title	

Exhibit D

Wells Fargo Bank, N.A.
Corporate Trust & Escrow Services
300 North Meridian Street
Suite 1200
Indianapolis, IN 46204

John Alexander
Vice President- Relationship Manager
Tel: (317)977-1160
Fax: (317)977-1145
john.a.alexander@wellsfargo.com



**SCHEDULE OF FEES
Southfield Corporation Escrow 2008**

Acceptance Fee:

Initial Fees as they relate to Wells Fargo Bank acting in the capacity of Escrow Agent – includes review of the Escrow Agreement, acceptance of the Escrow appointment, setting up of Escrow Account(s) and accounting records, and coordination of receipt of funds for deposit to the Escrow Account(s).

Acceptance Fee payable at time of Escrow Agreement execution.

Escrow Agent Annual Administration Fee:

\$1,500.00

For ordinary administrative services by Escrow Agent – includes daily routine account management, investment transactions, cash transaction processing (including wire and check processing), monitoring claim notices pursuant to the agreement, disbursement of funds in accordance with the agreement, and mailing of trust account statements to all applicable parties.

Tax reporting is included.

This fee is payable in advance, with the first installment due at the time of Escrow Agreement execution. The Annual Fee covers a full year or any part thereof, and therefore will not be prorated or refunded in the year of early termination.

Wells Fargo's bid is based on the following assumptions:

- Number of Escrow Accounts to be established: One (1)
- Term of Escrow: No more than 6 months
- **APPOINTMENT SUBJECT TO REVIEW AND ACCEPTANCE OF THE FINAL DOCUMENTS**
- **APPOINTMENT SUBJECT TO RECEIPT OF REQUESTED DUE DILIGENCE INFORMATION AS PER THE USA PATRIOT ACT**
- **ALL FUNDS WILL BE RECEIVED FROM OR DISTRIBUTED TO A DOMESTIC OR AN APPROVED FOREIGN ENTITY**
- **IF THE ACCOUNT(S) DOES NOT OPEN WITHIN THREE (3) MONTHS OF THE DATE SHOWN BELOW, THIS PROPOSAL WILL BE DEEMED TO BE NULL AND VOID**

Out-of-Pocket Expenses:

At Cost

We will charge for out-of-pocket expenses in response to specific tasks assigned by the client or provided for in the escrow agreement. Possible expenses would be, but are not limited to, express mail and messenger charges, travel expenses to attend closing or other meetings. There are no charges for indirect out-of-pocket expenses.

This fee schedule is based upon the assumptions listed above which pertain to the responsibilities and risks involved in Wells Fargo undertaking the role of Escrow Agent. These assumptions are based on information provided to us as of the date of this fee schedule. Our fee schedule is subject to review and acceptance of the final documents. Should any of the assumptions, duties or responsibilities change, we reserve the right to affirm, modify or rescind our fee schedule. Extraordinary services (services other than the ordinary administration services of Escrow Agent described above) are not included in the annual administration fee and will be billed as incurred at the rates in effect from time to time.

Submitted on: April 17, 2008